



Roseville Economic Development Authority (REDA)

Agenda

Monday, November 24, 2025

6:00 PM

City Council Chambers

In accordance with [Minnesota Statutes §13D.02](#) and City policy, Council and Commission members may attend meetings remotely up to three times per calendar year.

(Times listed are approximate – please note that items may be earlier or later than listed on the agenda)

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order: Schroeder, Groff, Bauer, Strahan, and Roe
- 6:01 p.m. **2. Pledge of Allegiance**
- 6:02 p.m. **3. Approve Agenda**
- 6:03 p.m. **4. Public Comment**
- 6:03 p.m. **5. Business Items**
 - 6:04 p.m. a. Consider a resolution of support for Oyate Ota Center's grant applications to Ramsey County for their proposed reuse of the church located at 965 Larpenteur Avenue.
 - 6:09 p.m. b. Consider a resolution authorizing a grant agreement with Ramsey County Housing & Redevelopment Authority & revised documents related to the Community Land Trust Program
 - 6:15 p.m. c. Discuss a one-time request by Twin Cities Habitat for Humanity to alter when the REDA's monetary contribution is made related to a land trust property acquisition.
- 6:15 p.m. **6. Commission Direction on Commission Member Initiated Agenda Items**
- 6:15 p.m. **7. Approval of Meeting Minutes**
- 6:30 p.m. **8. Adjourn to City Council**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/24/2025
Item No.: 5.a.

Department Approval

Janice Gundlaehr

City Manager Approval

Kate J. Truog

Item Description: Consider a resolution of support for Oyate Ota Center's grant applications to Ramsey County for their proposed reuse of the church located at 965 Larpenteur Avenue.

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2 **Background**

3 On July 14, 2025 the Roseville Economic Development Authority (REDA) authorized a resolution of
4 support for Oyate Ota Center's application for Metropolitan Livable Communities Act (LCA) pre-
5 development grant funds regarding their proposed reuse of New Life Presbyterian Church located at 965
6 Larpenteur Avenue West. On November 10, 2025, the REDA authorized execution of a subgrant
7 agreement pertaining to this award and during that discussion, staff disclosed that Oyate Ota would be
8 seeking additional grant funds through Ramsey County and that another resolution of support would be
9 brought forward for the REDA's consideration.

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11 Oyate Ota Center is a collaboration between three American Indian non-profits: American Indian Family
12 Center, Interfaith Action of Greater Saint Paul Department of Indian Work, and the Montessori American
13 Indian Childcare Center. Between the three organizations, they provide a broad spectrum of services,
14 from housing support, job/career training, and economic mobility assistance to health and family
15 assistance for pre-natal through elder-focused support to the community. The services provided are
16 available for anyone who needs them, including those who don't necessarily identify as American Indian.
17 Montessori American Indian Childcare Center is a current occupant of the church and New Life
18 Presbyterian has indicated they will be consolidating with another church in St. Paul and will no longer
19 need this location for their congregation.

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21 In order to modify and rehabilitate the existing building, the organizations are seeking the support of the
22 REDA to apply for Ramsey County Site Assessment (SA) funds to complete an environmental review. If
23 the environmental review determines there is a need for environmental cleanup, they would then apply
24 for Ramsey County Environmental Response Fund (ERF) monies. In addition, the group intends to seek
25 Ramsey County Community Development Block Grant (CDBG) funds to assist with the costs of
26 rehabilitating the property. These programs require resolutions of support from the local authority to
27 apply for the grants directly to Ramsey County, unlike the prior LCA application that funneled through
28 the REDA/City.

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30 Staff has reviewed the proposed use of the building and has determined it complies with the underlying
31 Institutional zoning district standards.

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33 Kate Lamers from Element Commercial Real Estate and Nathan Ratner of Interfaith Action of Greater
34 Saint Paul Department of Indian Work will be available to answer questions about their project and/or
35 need for grant funds.

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37 **Policy Objectives**

38 The REDA's role is to coordinate and administer housing, economic development, and redevelopment
39 efforts for the city.

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41 **Equity Impact Summary**

42 Evaluation of equity impacts was not specifically evaluated for this request. However, Oyate Ota Center
43 will provide services to anyone who needs them, so support of their applications for grant funds will not
44 negatively impact equity.

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46 **Budget Implications**

47 None

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49 **Staff Recommendations**

50 Adopt a resolution supporting various grant applications to Ramsey County for Oyate Ota Center.

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52 **Requested Council Action**

53 By motion, adopt a resolution supporting various grant applications to Ramsey County for Oyate Ota
54 Center.

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56 **Prepared by:** Jeanne Kelsey, Housing and Economic Development Program Manager

Attachments: 1. Resolution

**EXTRACT OF MINUTES OF MEETING OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the "Board") of the Roseville Economic Development Authority (the "Authority") was duly held on the 24th day of November, 2025, at 6:00 p.m.

The following members were present:

and the following were absent:

Commissioner introduced the following resolution and moved its adoption:

Resolution No. XX

RESOLUTION IN SUPPORT OF APPLICATIONS FOR RAMSEY COUNTY SITE ASSESSMENT GRANT, ENVIRONMENTAL RESPONSE GRANT AND COMMUNITY DEVELOPMENT BLOCK GRANT RELATED TO THE OYATE OTA CENTER'S REDEVELOPMENT OF 965 LARPENTEUR AVENUE WEST

WHEREAS, Oyate Ota, LLC (the “Redeveloper”) seeks to redevelop certain property located at 965 Larpenteur Avenue West within the City (the “Property”) to create the Oyate Ota Center (a collaborative between three American Indian non-profits: American Indian Family Center, Interfaith Action of Greater Saint Paul Department of Indian Work, and the Montessori American Indian Childcare Center) to provide a broad spectrum of services from housing support, job/career training, and economic mobility assistance, to health and family assistance for pre-natal through elder-focused support to the community (the “Project”) within the City; and

WHEREAS the Roseville Economic Development Authority (the "Authority"), on behalf of the Redeveloper, applied for and received a Livable Communities Act grant from the Metropolitan Council for certain pre-development activities related to the Project; and

WHEREAS, the Project is at the early stages of development and site assessment and investigation is needed and the Authority supports the application for Site Assessment (“SA”) grant from Ramsey County (the “County”) for eligible activities; and

WHEREAS, in the event that the Project requires cleanup of contamination or other eligible activities, the Authority further supports the application for Environmental Response Fund (“ERF”) grant from the County for eligible activities related to the Project; and

WHEREAS, the Project will ultimately provide public services which meet certain criteria making the project eligible for Community Development Block Grant ("CDBG") funds allocated to the County, and the Authority supports the application for a CDBG grant to finance a portion of the costs of the redevelopment of the Property; and

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WHEREAS only a limited amount of grant funding is available through the SA, ERF, and CDBG during each funding cycle, and the County has determined that it is appropriate to allocate such funds only to eligible projects where the funds assist with environmental site assessment, environmental cleanup that meets priorities, and, in the case of CDBG funding, for redevelopment that will support public services; and

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WHEREAS the Authority understands that grants funded through the SA, ERF are intended to fund a portion of the costs of environmental assessment and cleanup of brownfield properties; and

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WHEREAS, the Redeveloper has requested the support form the Authority for its application for SA, ERF and CDBG grant assistance in connection with the Project; and

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WHEREAS, the Authority has determined that the Project meets the purposes and criteria of the SA, ERF and CDBG; and

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WHEREAS the Authority agrees to act as legal sponsor for the Project described in the SA, ERF and CDBG grant applications.

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NOW THEREFORE BE IT RESOLVED THAT the Roseville Economic Development Authority hereby supports the request by the Developer for SA, ERF and CDBG grant through the County to finance a portion of the costs associated with environmental investigation, environmental remediation and redevelopment costs of the proposed Project. The Authority further authorizes Authority staff to assist with submitting the SA, ERF and CDBG grant application on the Developer's behalf.

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Adopted by the Board of the Authority this 24th day of November, 2025.

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Certificate

97 I, the undersigned, being duly appointed Executive Director of the Roseville Economic
98 Development Authority, Minnesota, hereby certify that I have carefully compared the attached
99 and foregoing resolution with the original thereof on file in my office and further certify that the
100 same is a full, true, and complete copy of a resolution which was duly adopted by the Board of
101 Commissioners of said Authority at a duly called and regularly held meeting thereof on
102 November 24, 2025.

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104 I further certify that Commissioner _____ introduced said resolution and moved its
105 adoption, which motion was duly seconded by Commissioner _____, and that upon roll call
106 vote being taken thereon, the following Commissioners voted in favor thereof:

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111 and the following voted against the same:

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113 whereupon said resolution was declared duly passed and adopted.

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115 Witness my hand as the Executive Director of the Authority this 24th day of November,
116 2025

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Executive Director, Patrick Trudgeon
Roseville Economic Development Authority

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/24/2025
Item No.: 5.b.

Department Approval

Janice Gundlaeh

City Manager Approval

Paul J. Trueman

Item Description: Consider a resolution authorizing a grant agreement with Ramsey County Housing & Redevelopment Authority & revised documents related to the Community Land Trust Program

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2 **Background**

3 On November 8, 2021, the Roseville Economic Development Authority (REDA) authorized a Master Grant
4 Agreement for a Community Land Trust Program with Twin Cities Habitat for Humanity (TCHFH), and
5 then amended the guidelines on January 24, 2022 and November 6, 2023 (Attachment 1). The purpose
6 of this request is to allow additional amendments to documents regarding the use of grant funds that have
7 been secured for the Community Land Trust Program from the Metropolitan Council and Ramsey County
8 Housing & Redevelopment Authority (HRA). Additionally, action is being requested to authorize the REDA
9 to enter into a grant agreement with Ramsey County HRA.

10 On September 23, 2024, the Roseville City Council authorized the REDA to apply for Metropolitan Council
11 grant funds to assist with affordability gap financing of homes acquired through the Community Land Trust
12 program. The REDA was awarded \$375,000 from the Metropolitan Council Livable Communities
13 Demonstration Account (LCDA) and has until December 31, 2027 to expend these funds or request a one-
14 time extension of an additional two years. These grant funds reimburse 50% of the total gap for a minimum
15 of three homes. The LCDA funds will reimburse the total gap assistance per home, including the REDA's
16 per-home contribution (not to exceed \$80,000) and additional funding Habitat contributes. A minimum of
17 three homes needs to be funded by this grant.

18 In addition, REDA staff applied for Ramsey County HRA grant funds. The REDA was awarded \$620,000
19 from the Ramsey County HRA and has until July 31, 2027 to expend these funds, which will be used for
20 Down Payment Assistance (DPA) of up to \$95,000 per home. Attached is the Ramsey County Housing
21 and Redevelopment Authority Grant Agreement (Attachment 2), which must be executed before these
22 grant monies can be spent. The REDA attorney has reviewed the agreement.

23 Currently, TCHFH has acquired six homes that will be ready to sell over the next year, which will nearly
24 extinguish the funding provided by these grants given the sales price of the homes and the level of gap
25 assistance TCHFH will need to provide to qualified buyers to meet affordability thresholds.

26 Lastly, documents between the REDA and TCHFH require amending to address these grant awards,
27 including the Master Long-Term Affordability Gap Assistance Grant Agreement (Attachment 3) and the
28 Developer Agreement (Attachment 4). Amendments to these documents address the use of Ramsey
29 County HRA grant funds for qualified home buyers through the Community Land Trust program and
30 ensure TCHFH abides by all requirements of the grant funds. The guidelines also require amending to
31 reflect use of grant funds (Attachment 1).

32 A resolution is provided as Attachment 5, which authorizes the President and Executive Director to enter
33 into the grant agreement with Ramsey County HRA (Attachment 2) and to approve revised documents,

39 including the guidelines (Attachment 1), the amended Master Long-Term Affordability Gap Assistance
40 Grant Agreement (Attachment 3) and amended Developer Agreement (Attachment 4), between the
41 REDA and TCHFH.

44 **Policy Objectives**

45 The REDA's role is to coordinate and administer housing, economic development and redevelopment
46 efforts for the City of Roseville.

49 **Equity Impact Summary**

50 Establishment of the Community Land Trust partnership with TCHFH was in an effort to create and
51 maintain affordable homeownership opportunities, ensuring Roseville offers a wide range of housing
52 types for people at all income levels.

53 **Budget Implications**

55 The previously approved guidelines identify three existing sources of funding, including fund 720 (Housing
56 Replacement), 721 (CDBG), affordable housing pooling TIF, and ARPA funds. The current balance in
57 funds 720 and 721 are \$241,873 and \$235,172 respectively. There is no meaningful amount of affordable
58 housing pooling TIF available at this time and all ARPA funds have been expended.

61 **Staff Recommendations**

62 Authorize the grant agreement with Ramsey County Housing and Redevelopment Authority and amended
63 documents with TCHFH relating to the Community Land Trust Program.

66 **Requested Council Action**

67 By motion, adopt the Resolution authorizing the President and Executive Director to execute the grant
68 agreement with Ramsey County HRA and revised documents related to the Community Land Trust
69 Program.

72 **Prepared by:** Jeanne Kelsey, Housing and Community Development Program Manager

73 **Attachments:**

1. Updated Guidelines
2. Ramsey County HRA Grant Agreement
3. 2nd Amend to Master Long-Term Affordability Grant Agreement
4. Amended Developer Agreement
5. Resolution

Guidelines for Allocation of REDA Funds For Community Land Trust Properties

The Roseville Economic Development Authority (REDA) supports the building and preservation of family and community wealth through the Community Land Trust (CLT) model in partnership with Twin Cities Habitat for Humanity (TCHH). It proposes financial support for addition of CLT properties on the following terms:

Use of Funds

Funds from the REDA may be used to cover a portion of the purchase price of property for a single-family home or townhome, either through a traditional sale or through tax-forfeiture. Three primary scenarios are anticipated:

- For properties purchased directly by TCHH for inclusion in the land trust, and if using funds other than Community Development Block Grant (CDBG) funds, the REDA will contribute an amount representing the assessed value of the land only, up to a maximum of \$80,000.
- For properties purchased directly by TCHH for inclusion in the land trust, and if using CDBG funds, the REDA will contribute an amount not to exceed 25% of the purchase price of the property, up to a maximum of \$80,000.
- REDA acquisition via tax-forfeited properties for inclusion in the land trust. The REDA will purchase such properties pursuant to Ramsey County's Tax Forfeited Land Policies & Procedures for 25% of market value, plus maintenance costs and recording fees, up to an aggregate maximum amount of \$80,000 per property, regardless of the funding source.

Funding sources for the REDA's contribution may include:

- existing CDBG funds,
- ARPA funds,
- Affordable Housing TIF, and
- Housing Replacement Program funds.

Use of funds are subject to applicable federal, state, and/or local rules governing such funds. Future funding resources may also include Ramsey County, Metropolitan Council and Minnesota Housing depending on the REDA's success in applying for and receiving said funds. If the REDA receives matching funds from such other agencies, then such funds will be used as a dollar-for-dollar match of the REDA's contribution toward the purchase price of the property, for an aggregate maximum contribution of up to \$160,000.

General Conditions of Purchase

- TCHH will inspect potential properties in partnership with the REDA and City staff to determine home eligibility and level of rehabilitation that may be required (if any). Depending on level of rehabilitation, TCHH will be responsible for finding resources to complete the home improvements identified.
- The partnership will actively pursue 1-4 homes per year priced at \$300,000 or below through either private sale or listings on the NorthstarMLS.
- If the REDA utilizes matching funds from Ramsey County, the maximum purchase price of a home may be increased above \$300,000 to the maximum program limit under the Minnesota Housing First Time Home Buyer Mortgage and Downpayment Loan Programs.
- If the REDA uses matching funds from Metropolitan Council, the maximum purchase price of a home may be increased above \$300,000 to the home price considered affordable up to 80% of the regional AMI limit established by HUD.
- Tax-forfeit properties will be made available for consideration by the community's land trust (CLT).

Eligible Households

- Assets not to exceed \$25,000 (subject property and retirement funds excluded).
- Eligible households must be first time homebuyers, unless a previous home was lost due to foreclosure.
- Sale and resale of CLT properties must be limited via a ground lease to low-to-moderate income households, meaning those households with incomes not exceeding 80 percent AMI, as determined by the U.S. Department of Housing and Urban Development (HUD), amounts which are updated annually.
- A member of the homebuyer household must commit to occupy and maintain an ownership interest in the property after acquiring the property, but no member of the homebuyer household may have had an ownership interest in the property at any time prior to acquisition.
- At least one homebuyer must, prior to purchase, complete homebuyer education or counseling, and/or financial education or counseling, from a member of the Minnesota Homeownership Center's Homeownership Advisors Network.
- Potential homeowners can utilize the REDA's down payment assistance funds if they meet the qualifications.

**RAMSEY COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY
AND
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY
HRA LEVY GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2025, and is by and between the Ramsey County Housing and Redevelopment Authority, a political subdivision of the State of Minnesota (“Authority”), and Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (“Grantee”).

RECITALS

1. Authority and Ramsey County have established the Housing Development Program (“Program”) to provide funding from a variety of federal and local sources for investment in the creation and preservation of affordable housing units within Ramsey County.
2. On July 1, 2025, by Resolution H2025-011, the Ramsey County Housing and Redevelopment Authority Board of Commissioners approved Grantee’s application, which is on file with the Authority (“Application”), by which Grantee will receive HRA Levy funding in the amount of not to exceed Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000.00) (the “Grant”) to be used to create long-term affordable housing within Ramsey County pursuant to the eligibility requirements established by the Authority and Ramsey County.
3. Authority has agreed to make the Grant on terms as set forth in this Agreement.
4. Grantee additionally seeks to provide downpayment assistance to homebuyers with incomes at or below 80% of the area median income for Ramsey County (“Homebuyers”) that are purchasing single-family homes or townhomes (the “HRA Supported Units”) from Twin Cities Habitat for Humanity (“Habitat”) on the Property through Grantee’s community land trust model, as provided in Minnesota Statutes §§ 462A.30 - .31.
5. Grantee has submitted an application (“Application”) to fund certain activities as described in **Exhibit A** (“Project”) as permitted by the Program (“Eligible Activities”).
6. The Project will occur in the City of Roseville, in Ramsey County, Minnesota.
7. Authority has concluded that Grantee has the necessary expertise, skill, and ability to successfully complete the Project and that the Project is in the best interests of Authority and will positively contribute to meeting the goals of the Program.
8. The Board of the Roseville Economic Development Authority has, by majority vote, approved the Project by Resolution, which is on file with Authority.
9. In order to ensure the benefit of the affordable housing to be established as part of the Project,

Grantee will cause Habitat to execute and deliver to Authority for recording in the Office of the Ramsey County Recorder/Registrar of Titles, a Declaration of Restrictive Covenants of even date herewith (“Declaration”) in the form of **Exhibit C**, setting forth the affordability covenants for each HRA-Levy Supported Unit, which shall be recorded thereon and run with the land for the benefit of the Authority.

NOW THEREFORE, in order to induce Authority to make the Grant to Grantee, and in consideration of the mutual covenants and agreement contained herein, Authority and Grantee agree as follows:

ARTICLE 1 **TERMS OF GRANT**

Section 1.01 Grant Amount. Authority agrees to provide this Grant to Grantee in the amount of not to exceed Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000.00) upon the terms and conditions and for the purposes set forth in this Agreement. The Grant constitutes a grant of funds, and no portion of the Grant is to be repaid by Grantee to Authority unless mutually agreed to by all parties as part of this Agreement or an Event of Default (as defined below) occurs.

Section 1.02 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Certificate of an authorized member of Grantee with Resolution of Grantee authorizing the execution and delivery of this Agreement and any other documents described in this Agreement.
- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit B.**

Section 1.03 Use of Funds. Grantee agrees to use the Grant funds (the “Funds”) solely for the purposes and activities described in the Eligible Activities. The Funds shall not be used for (a) costs in the Project that are not labeled as Eligible Activities, or (b) administration expenses. Labor costs are only eligible to be covered if the labor is done by a third-party who has no financial interest in the Project, as defined herein, other than the value of such work.

Section 1.04 Grant Term. The Project shall be completed in a timely manner and all Funds will be expended no later than **July 31, 2027**, unless extended in writing by Authority (“End Date”).

Section 1.05 Disbursement of Funds.

A. Authority will disburse the Funds by wire transfer to the title company handling the closing of the Property and of each HRA Supported Unit in response to a written request for Funds (“Fund Request”) submitted to Authority by Grantee upon forms provided by Authority and accompanied by copies of bills and invoices from third parties for which Grantee seeks disbursement. Subject to verification of the facts contained in each Fund Request and a determination of compliance with the terms of this Agreement, Authority will disburse the requested amount to title. Allow 10 days after submitting a Fund Request to assure availability of Funds at closing.

B. The following are events and conditions precedent to the disbursement of the Funds:

1. No Event of Default under this Agreement shall have occurred and be continuing, unless waived in writing by Authority in its sole discretion; and
2. As applicable with respect to each disbursement, Grantee shall have received or Authority shall have determined that Grantee will receive all necessary rezoning, variances, conditional use permits, building permits and other permits, and subdivision, site plan and other approvals needed to permit the construction for which funds are requested.

Section 1.06 Unused Funds. Upon the earlier of (a) the completion of the Project; (b) the End Date; or (c) the termination of this Agreement, any Funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by Authority, at Authority’s sole discretion.

Section 1.07 Business Subsidy. The parties hereto agree and acknowledge that the Grant does not constitute a business subsidy under Minnesota Statutes, §§116J.993 to 116J.994, as amended, because the assistance is for housing.

Section 1.08 Prevailing Wage. The Project will conform with the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota including the Ramsey County Prevailing Wage Ordinance No. 2013-329, if applicable. Funds used to provide downpayment assistance to Homebuyers will not be subject to prevailing wage monitoring by Ramsey County.

ARTICLE 2 INSURANCE AND INDEMNIFICATION

Section 2.01 Insurance. Grantee will cause Habitat to purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by Habitat or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to Authority throughout the term of this Agreement.

A. **Commercial General Liability Insurance**. The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability

and XCU. Habitat is required to add Authority, Ramsey County, their officials, employees, volunteers and agents as Additional Insured to Habitat's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Habitat's acts or omissions, or the acts or omissions of those acting on Habitat's behalf in the performance of the ongoing operations, services and completed operations of Habitat under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations total limit
\$1,000,000 personal injury and advertising liability

- B. Automobile Insurance. Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. Workers' Compensation and Employers' Liability. Workers' Compensation as required by Minnesota Statutes.
- D. Property Insurance. Grantee will cause Habitat to ensure that HRA-Levy-Supported Units acquired with Funds have property insurance secured on a replacement cost, all risk basis for both real and personal property.
- E. Grantee shall cause Habitat to provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to cause Habitat to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate and shall not be less than an A-.
- F. Nothing in this Agreement shall constitute a waiver by Authority, Ramsey County or Grantee of any statutory or common law immunities, limits, or exceptions on liability.

Section 2.02 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee agrees to hold harmless and defend Authority, its officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the project, including but not limited to Grantee's acts, failures to act, or failures to perform its

obligations under this Grant Agreement, and to pay the costs of and/or reimburse Authority, its officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection with such acts or failures by Grantee. Authority is required to promptly notify Grantee of any claim made for any such damage or loss and afford Grantee and its counsel the opportunity to contest, compromise, or settle such claim.

- C. Nothing in this Grant Agreement will constitute a waiver by Authority or Grantee of any statutory limits or exceptions on liability.

ARTICLE 3 **GRANTEE REPRESENTATIONS AND WARRANTIES**

Section 3.01 Grantee represents and warrants to the Lender that:

- A. It is a public body corporate and politic and political subdivision of the State of Minnesota and duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement.
- B. The execution and delivery of this and the performance by Grantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon Grantee.
- C. Grantee warrants that it has complied with all applicable state and federal laws pertaining to the Project and will require Habitat to fully comply with all applicable state and federal laws pertaining to the Project throughout the terms of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity regarding the Project, Grantee agrees to take any necessary action to require Habitat to comply with the state or federal law in question.
- D. Grantee will cause Habitat to obtain, in a timely manner, all required permits, licenses and approvals, and to meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the completion of the Project.

Section 3.02 Project Site Acknowledgements. Grantee represents and warrants that it shall acknowledge the assistance provided by the Authority in promotional materials, press releases, reports and publications relating to the Project that are funded in whole or in part with the Grant.

Section 3.03 Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of Authority. Any non-approved transfer, assignment or conveyance shall be void. Notwithstanding the foregoing, the Authority hereby authorizes the Grantee to subgrant the Funds to Habitat.

ARTICLE 4

DEFAULT AND REMEDIES

Section 4.01 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- A. If Grantee makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any State, consents to the appointment of a trustee or receiver for Grantee or for its property, or is adjudged as bankrupt on an involuntary petition in bankruptcy, or takes any action for the purpose of effecting or consenting to any of this Section 4.01.
- B. If an order, judgment, or decree will be entered appointing, without Grantee’s consent, a trustee for Grantee, or a substantial part of its property, or approving a petition filed against Grantee seeking a reorganization, arrangement with creditors, or other similar relief under the federal bankruptcy laws, or under any other applicable law of the United States of America or any State, and such order, judgment, or decree will not be vacated or set aside or stayed within sixty (60) days from the date of entry of such order, judgment, or decree.
- C. If, without the written consent of Authority, Grantee’s interest in the Project or this Agreement is sold, assigned, transferred, or otherwise conveyed, whether voluntary, involuntary or by operation of the law.
- D. Grantee uses any portion of the Funds for purposes other than specified herein.
- E. Grantee fails to comply with any of the terms, conditions, requirements, representations, warranties or provisions contained in its Application, this Agreement, or any other Authority document.
- F. Any of the information, documentation or representations that Grantee supplied to Authority in its Application, this Agreement or any other Authority document to induce Authority to make the Grant is determined to be false, untrue, or misleading in any material manner.

Section 4.02 Remedies. Upon the occurrence of an Event of Default, Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, Authority may: (a) refrain from disbursing any further Funds; (b) demand that any amount of Funds already disbursed to Grantee be immediately returned to Authority, and upon such demand, Grantee shall immediately return such proceeds to Authority; (c) take any action provided for in law to enforce compliance by Grantee with the terms of this Agreement; (d) terminate this Agreement by written notice; and (e) pursue whatever action, including legal, equitable or administrative action, which

may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.03 Authority's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by Authority, Grantee shall pay or reimburse Authority for all expenses, including all attorneys' fees and expenses incurred by Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.05 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by Grantee and thereafter waived by Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

Section 5.01 Accounting and Records. Grantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Funds received under this Agreement. Such accounts and records shall be kept and maintained by Grantee for a period of six (6) years following the termination of this Agreement. Accounting methods shall be in accordance with generally accepted accounting principles.

Section 5.02 Audits. The accounts and records of Grantee described in Section 5.01 shall be audited in the same manner as all other accounts and records of Grantee and may, for a period of six (6) years following the termination of this Agreement, be inspected on Grantee's premises by Authority or individuals or organizations designated by Authority, upon reasonable notice thereof to Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

Section 5.03 Grantee further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.

ARTICLE 6 GENERAL PROVISIONS

Section 6.01 Amendments. This Agreement represents the entire agreement between Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. Authority and Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of Authority and Grantee.

Section 6.02 Equal Opportunity and Non-discrimination. Grantee will comply with all federal, state, and local laws prohibiting discrimination on the basis of age, race, creed, color, national origin, sex, gender identity, marital status, disability (including sensory, mental or physical), status with regard to public assistance, sexual orientation, familial status (including minor dependents), or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union, or vendor engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of race, creed, color, national origin, sex, gender identity, marital status, disability (including sensory, mental or physical), status with regard to public assistance, sexual orientation, familial status (including minor dependents), age, or any other basis now or hereafter prohibited by law, except when there is a bona fide occupational limitation, and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 6.03 Conflict of Interest. The members, officers and employees of Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 6.04 Severability. If one or more provisions of this Agreement are found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed, or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 6.05 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 6.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Authority:

Ramsey County Housing and Redevelopment Authority
Office of the County Manager
250 Courthouse

15 West Kellogg Blvd.
St. Paul, MN 55102

With a courtesy copy to:
Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

To Grantee:

Roseville Economic Development Authority
2660 Civic Center Drive
Roseville, MN 55113

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 6.07 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of Grantee and on behalf of Authority represent and warrant on Grantee's and Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on Grantee's and Authority's behalf, respectively and that this Agreement constitutes Grantee's and Authority's valid, binding, and enforceable agreements.

Section 6.08 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 6.10 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 6.11 Final Report. Grantee agrees to provide Authority a final report, on such form as provided by Authority, prior to the termination of this Agreement.

Section 6.12 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 6.13 Miscellaneous.

A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.

B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the Funds which are the subject of this Agreement was made. Notwithstanding the foregoing, the Authority authorizes the Grantee's use of the Grant to make subgrants to Habitat and to assign certain requirements of this Agreement to Habitat.

C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.

D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties or as constituting Grantee as the employee of Authority for any purpose or in any manner whatsoever. Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of Authority.

[Signature Pages Follow]

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year first written above.

GRANTEE:

**ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY,**
a public body corporate and politic and
political subdivision of the State of Minnesota

By: _____
Its: President

By: _____
Its: Executive Director

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA GRANT AGREEMENT**

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Ling Becker,
Ramsey County Manager

Approval Recommended:

Community and Economic Development

Approved as to Form:

Assistant Ramsey County Attorney

EXHIBIT A

Project

Eligible Activities

- Grantee will provide downpayment assistance to first time Homebuyers at or below 80% of the area median income for Ramsey County to purchase single-family homes or town homes from Twin Cities Habitat for Humanity. Awards of downpayment assistance to Homebuyers are limited to a maximum of \$93,150 with a maximum of 25% of the home purchase per HRA Supported Unit.

EXHIBIT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS**

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota ("Grantee"), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it ("Agreement") between the Ramsey County Housing and Redevelopment Authority ("Authority") and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to cause Habitat to provide a list of its contractors hired for the Project to Authority prior to any disbursement of Funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY,
a public body corporate and politic and
political subdivision of the State of Minnesota

By: _____

Its: _____

Dated: _____, 2025

EXHIBIT C

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
(HRA LEVY)**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
("Declaration") is made this ____ day of_____, 2025, by Twin Cities Habitat for
Humanity, a Minnesota non-profit corporation ("Declarant").

RECITALS

- A. The Ramsey County Housing and Redevelopment Authority ("Authority") and Ramsey County have established the Housing Development Program to provide funding from a variety of federal and local sources for investment in the creation and preservation of affordable housing units within Ramsey County (the "County Program" or "Program"); and
- B. Pursuant to Minnesota Statutes § 469.033, subd. 6, the Authority may levy a special benefit tax throughout its area of operation (the "HRA Levy"); and
- C. On September 24, 2024, the Ramsey County Housing and Redevelopment Authority Board of Commissioners approved Resolution H2024-010, which approved the 2025 levy amount of \$13,584,665 (the "HRA Levy Funds"); and
- D. On July 1, 2025 by Resolution H2025-011, the Ramsey County Housing and Redevelopment Authority Board of Commissioners approved an application by the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota ("REDA"), which is on file with Authority ("Application"), by which REDA will receive HRA Levy Funds in the amount not to exceed Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000.00) ("Funds") to be used to provide downpayment assistance to first time homebuyers with incomes at or below 80% of the area median income for Ramsey County that ("Homebuyers") that are purchasing single-family homes and townhomes ("HRA-Levy-Supported Units") from Twin Cities Habitat for Humanity ("Habitat") through the community land trust model, as provided in Minnesota Statutes §§ 462A.30 - .31. The HRA-Levy-Supported Units are sold to Homebuyers pursuant to a written ground lease wherein Declarant retains ownership of the land.
- E. Funds are being used to assist a Homebuyer with the purchase of property legally described in **Exhibit A** ("Property") as permitted by the Program; and
- F. The Authority has required REDA to cause the Declarant to execute, deliver and record this Declaration in order to satisfy the requirements of the County Program as a condition of providing the HRA Levy Funds.

NOW THEREFORE, Declarant imposes upon the Property and hereby represents, covenants, and agrees that the following covenants, conditions, and restrictions will be covenants

running with the land, will be binding upon the Declarant and their successors and assigns, and will inure solely to the benefit of the Authority:

- A. Declarant will ensure that at the time that the Property is purchased by a Homebuyer, the Homebuyer meets the affordability requirements specified in the County Program.
- B. This Declaration shall be in effect for a period of not less than thirty (30) years and will commence upon recording of this Declaration with the Ramsey County Recorder or Registrar of Titles.
- C. The Property will be sold to a Homebuyer pursuant to a written ground lease wherein Declarant retains ownership of the land that complies with the requirements of the County Program.
- D. Notwithstanding anything contained herein or implied hereby to the contrary, the foregoing covenants and restrictions will cease to apply to the Property in the event of a foreclosure of a first mortgage on the Property, any transfer in lieu of foreclosure thereof, or cancellation of a contract for deed on the Property, provided said foreclosure, transfer in lieu of foreclosure, or cancellation is not for the purpose of avoiding low-income affordability requirements. In the event of a transfer in lieu of a foreclosure of a first mortgage on the Property, the Authority will have rights equivalent to a junior creditors' statutory right of redemption pursuant to Minnesota Statutes § 580.24 in order that the Authority may, at its option, maintain the low-income affordability of the Property.
- E. In the event that Declarant, or any entity succeeding to the interest of Declarant hereunder, will default in its performance or observance of any covenant, agreement or restriction set forth herein and such default will remain uncured for a period of thirty (30) days after notice thereof will have been given by the Authority to the Declarant, its successors or assigns, then in such case, pursuant to the terms of this Declaration, the Funds will become immediately repayable in full upon written demand by the Authority. In addition, (i) the Authority may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violations; (ii) the Authority may require the Declarant, its successors or assigns, to demonstrate to the satisfaction of the Authority that any default has been corrected and the Authority may take any action reasonably necessary to investigate and substantiate the existence or correction of the default; or (iii) the Authority may seek specific performance of the covenants and restrictions contained herein. Declarant, its successors or assigns, hereby agree to pay, indemnify and hold the Authority harmless from any and all costs and expenses incurred by the Authority because of the default by Declarant hereunder, including all actions taken by the Authority to cure such default, including reasonable attorney's fees in any action for specific performance hereof.

- F. This Declaration will terminate in accordance with its own terms thirty (30) years from the date of recording as described in Paragraph A above.
- G. The Recitals made at the beginning of this Declaration, and the Exhibit that is attached to this Declaration, are true and correct and, by this reference, are incorporated into and made a part of this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has caused this declaration to be executed by their duly authorized representatives, as of the day and year first written above.

DECLARANT:

TWIN CITIES HABITAT FOR HUMANITY
a Minnesota nonprofit corporation

By: _____

Its: _____

STATE OF MINNESOTA)
)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_____, by _____, the _____ of Twin Cities Habitat for Humanity, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

Exhibit A
to
Declaration of Covenants, Conditions, and Restrictions

Legal Description

>(Legal Description of Property)

SECOND AMENDED AND RESTATED MASTER LONG-TERM AFFORDABILITY GRANT AGREEMENT

Community Land Trust Project

THIS SECOND AMENDED AND RESTATED MASTER GRANT AGREEMENT (the “Grant Agreement” or “Agreement”), is made and entered into this 24th day of November, 2025, by and between Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (the “Authority” or “Grantor”), and Twin Cities Habitat for Humanity, Inc., a Minnesota non-profit corporation (the “Grantee”),

WITNESSETH:

WHEREAS, the Authority has established Community Land Trust Guidelines, as amended (the “Guidelines”), setting baseline considerations and guidance for the implementation of a community land trust, and has allocated funds for support of community land trusts in a manner consistent with the Guidelines from several sources including without limitation Community Development Block Grant funds, pooled tax increment, Housing Replacement Program funds, and various grants in an amount not to exceed \$480,000 (the “Authority Funds”); and

WHEREAS, on September 20, 2021 the Board of Commissioners of the Authority selected the Grantee as its partner in the acquisition and development of community land trust properties (collectively the “Properties” and each, individually, a “Property”), which will provide new opportunities for homeownership for low- and moderate-income households through the community land trust model in accordance with the Guidelines; and

WHEREAS, on November 8, 2021, the Grantor and the Grantee entered into a Master Grant Agreement (the “Original Agreement”) pursuant to which the Grantor granted the Authority Funds (the “Grant”) to the Grantee for the purposes of providing Long-Term Affordability Gap Assistance and downpayment assistance in the acquisition of Properties from time to time and the sale and resale of Improvements to Qualified Homebuyers, each as defined herein; and

WHEREAS, on November 6, 2024, the Grantor and the Grantee entered into an Amended and Restated Grant Agreement (the “First Amendment”, together with the Original Agreement the “First Amended Agreement”) pursuant to which Parties clarified their roles and responsibilities with respect to the Guidelines and the Authority funds; and

WHEREAS, the Grantor and the Grantee now desire to amend and restate the First Amended Agreement and enter into this Second Amended and Restated Master Grant Agreement (together with the First Amended Agreement, the “Grant Agreement” or “Agreement”) to clarify their roles and responsibilities with respect to the Guidelines and the Authority Funds as further detailed herein;

NOW, THEREFORE, in consideration of the mutual obligations described herein, the parties hereto agree as follows:

I. DEFINITIONS

As used in this Grant Agreement, the following terms have the following meaning:

Authority or Grantor: The Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the State.

Authority Funds: Those funds provided by the Authority that comprise the Grant in an amount not to exceed \$480,000.

Closing Date: A date agreed to by the Authority and Grantee, at which time either (a) the Authority will provide Authority Funds to the Grantee and the Grantee will record a Declaration against a Property that is part of a community land trust; or (b) the Authority will convey a Property to the Grantee and the Grantee will record a Declaration against a Property that is part of a community land trust.

County: Ramsey County, Minnesota, a body corporate and politic and political subdivision of the State.

County HRA: The Ramsey County Housing and Redevelopment Authority, a political subdivision of the State.

County HRA Declaration: The Declaration of Covenants, Conditions, and Restrictions Running with the Land, in substantially the form attached to the County HRA Grant as Exhibit C.

County HRA Grant: A grant in an amount not to exceed \$620,000, which must be expended no later than July 31, 2027, unless extended by County HRA, made by the County HRA through the County and the County HRA's Housing Development Program to the Authority to support the Project pursuant to the County HRA Grant Agreement.

County HRA Grant Agreement: The HRA Levy Grant Agreement by and between the Authority and the County HRA dated [REDACTED], 2025, pursuant to which the County HRA shall provide the County HRA Grant for the Project and attached hereto as Exhibit E.

Declaration: The Declaration of Covenants, Conditions, and Restrictions Running with the Land, in substantially the form attached hereto as Exhibit D.

Disbursement Request Form: The form to be provided by the Authority and to be submitted by the Grantee to the Authority when a disbursement is requested and which is described in Article VII hereof.

Grant: The Authority Funds allocated to the Project.

Grantee: Twin Cities Habitat for Humanity, Inc., a Minnesota non-profit corporation.

Grantee Documents: Any and all documents and instruments in connection with this Agreement as reasonably requested by the Grantor, including but not limited to the Third-Party Grant Agreements.

Ground Lease: A Ground Lease for the Land portion of any Property in substantially the form attached hereto as Exhibit C.

Guidelines: The Guidelines for Allocation of REDA Funds for Community Land Trust Properties, as amended, incorporated herein by reference.

Household Housing Ratio: The ratio of the following combined monthly housing expenses associated with the Land to the household's projected annual family income divided by 12; (a) principal and interest on first and subordinate mortgages; (b) property taxes; (c) homeowners' and mortgage insurance; (d) homeowners' association dues, and (e) ground lease fees.

Improvements: All buildings, structures, fixtures and other improvements on any Property, but excluding the Land.

Land: The real estate portion of any Property, excluding any Improvements.

LCDA Grant: A grant in an amount not to exceed \$375,000, which must be committed no later than December 31, 2027 unless extended by the Metropolitan Council, made by the Metropolitan Council to the Authority pursuant to the LCDA Grant Agreement.

LCDA Grant Agreement: The Metropolitan Livable Community Act Grant Agreement No. SG-22241, by and between the Authority and the Metropolitan Council, pursuant to which the Metropolitan Council will provide the LCDA Grant attached hereto as Exhibit F.

Long-Term Affordability Gap Assistance: As to each Property, the amount of the Grant reserved to bridge all or a portion of the gap between the amount of first- and subordinate mortgage financing the Qualified Homebuyer can afford and the fee simple market value of the Property.

Metropolitan Council: The Metropolitan Council, a public corporation and political subdivision of the State.

Period of Affordability: For each Property, the period, more fully described in Article II hereof, commencing with the Closing Date, during which the Improvements must be conveyed to and occupied by a Qualified Homebuyer.

Pro Forma: The Pro Forma as described in Article V and attached hereto as Exhibit A-2.

Project: The use of Authority Funds by the Grantee for the purposes of providing Long-Term Affordability Gap Assistance in the acquisition of Properties from time to time and the sale and resale of Improvements to Qualified Homebuyers.

Property or Properties: Any Land and Improvements subject to Grant assistance under this Grant Agreement, pursuant to the Guidelines.

Qualified Homebuyer: A household which, at the time of its initial occupancy of a Property, occupies the Improvements as its principal residence and: (a) whose projected, annual family income is 60 percent or less of the area median income as determined by the U.S. Department of Housing and Urban Development (AMI).

Sale Price of the Property: The after-improved fee simple market value of the Land and Improvements combined.

State: The State of Minnesota.

Statement of Work: The Statement of Work as described in Article V and attached hereto as Exhibit A-1.

Third-Party Grantors: The County HRA and the Metropolitan Council.

Third-Party Grants: The LCDA Grant and the County HRA Grant.

Third-Party Grant Agreements: The County HRA Grant Agreement, the LCDA Grant Agreement and any and all future grant agreements entered into by the Authority which provide Third-Party Grants, all of which, upon execution, are incorporated herein by reference.

II. TERM OF GRANT AGREEMENT AND PERIOD OF AFFORDABILITY

This Grant Agreement will take effect after its complete execution and will remain in effect through the Period of Affordability for the final Property subject to Grant assistance under this Grant Agreement. Upon termination or expiration of this Agreement, Grantee will transfer to the Grantor any Grant funds on hand at the time of expiration and accounts receivable attributable to the use of Grant funds.

The Period of Affordability for each Property will be at least 99 years and will be evidenced by a Ground Lease between the Grantee and Qualified Homebuyer in substantially the form attached hereto as Exhibit B to be delivered at each Closing Date. Further security will be in the form of a Declaration of Covenants, Conditions, and Restrictions Running with the Land (“Declaration”), the form of which is attached hereto as Exhibit C. This Declaration will make the Authority a third-party beneficiary of and successor to the long-term affordability remedies in the Ground Lease in the event of a failure of inability of the Grantee to enforce the long-term affordability remedies in the Ground Lease.

At the time of resale of any Improvements, Grantee will convey, or allow the homeowner to convey, such Improvements to a Qualified Homebuyer subject to the terms and conditions of the Ground Lease. The Ground Lease provides for the long-term affordability (at least 99 years, renewable for an additional 99 years) of the Improvements and provides remedies to insure the long-term affordability of the Improvements.

Grantee hereby declares and covenants, on behalf of itself and all future owners of any of the Properties, that, during the term of the Declaration, the Authority is a third-party beneficiary of and successor to each and every remedy intended to ensure the long term affordability of the housing that is provided for in any Ground Lease pursuant to this Agreement and may, in the event of the failure or default of the Landlord, as defined in the Ground Lease, in the Ground Lease to insure the long term affordability of the Properties as provided for in any Ground Lease, exercise all rights and remedies available to the Landlord in the Ground Lease for that purpose.

III. THE GRANT

Subject to the terms and conditions of this Grant Agreement, the Grantor agrees to award the Grant to the Grantee to be used for the purposes described in this Agreement and which will be disbursed from time to time pursuant to this Agreement. In consideration for the Grant, the Grantee agrees to perform all of its obligations under this Agreement.

IV. THIRD-PARTY GRANT ASSISTANCE

The Authority has applied for and received the Third-Party Grants to help finance the community land trust model as set forth in the LCDA Grant Agreement and the County HRA Grant Agreement, respectively. The Third-Party Grantors will provide funds for the eligible costs as set forth in the Third-Party Grant Agreements (the “Grant-Eligible Costs”). The Grantee shall comply in all respects with the requirements of the Third-Party Grant Agreements as if it were the “Grantee” thereunder, including but not limited to the obligation to repay the Third-Party Grants if required by the Third-Party Grant Agreements within 30 days of such request by the Authority. Grantee agrees to be bound by and to comply with the terms and requirements of the Third-Party Grant Agreements, including without limitation Section 2.07 of the LCDA Grant Agreement. Grantee also agrees to be responsible for any penalties due by reason of Grantee’s failure

to comply with the Third-Party Grant Agreements. The Third-Party Grant Agreements are incorporated herein by reference. If there are any inconsistencies or conflicts between this Agreement and the Third-Party Grant Agreements, the terms of the Third-Party Grant Agreements shall control.

Each draw request related to Third-Party Grant Agreements shall constitute a representation and warranty by the Grantee that all representations and warranties set forth in this Agreement are true and correct as of the date of such draw request.

1. Disbursement of LCDA Grant. The LCDA Grant Agreement requires the LCDA Grant to be disbursed on a reimbursement basis. As such, the Authority shall disburse up to \$80,000 (the “Reimbursable Funds”) on each Closing Date subject to the following conditions precedent, and the Authority shall be reimbursed with the LCDA Grant funds pursuant to the LCDA Grant Agreement:

a. The Authority has received a written statement from the Grantee’s authorized representative certifying that such requested payment is for a Grant-Eligible Cost and is eligible for reimbursement under the LCDA Grant Agreement.

b. No Event of Default under this Agreement, the LCDA Grant Agreement or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

c. All requirements of the LCDA Grant Agreement have been met and the Metropolitan Council has approved the use of the LCDA Grant funds for the respective Project.

d. The conditions set forth in Article IV have been met.

Following disbursement of the Reimbursable Funds by the Authority, the Authority shall submit a reimbursement request to the Metropolitan Council pursuant to the LCDA Grant Agreement. Should the Metropolitan Council decide for any reason that the Reimbursable Funds were not a Grant-Eligible Cost pursuant to the LCDA Grant Agreement, and decline to reimburse the Authority for the Reimbursable Funds, the Grantee shall, within 30 days, repay the Grantor for the Reimbursable Funds. In the event that the Metropolitan Council reimbursement results in a reimbursement to Grantee of funds contributed by Grantee, such reimbursed funds must be reserved for future projects benefited by the Grant.

2. Disbursement of County HRA Grant. All disbursements of the County HRA Grant to the Grantee shall be made in the same manner as disbursements of the Grant and shall be subject to the conditions precedent that on the date of such disbursement:

a. The Authority has received a written statement from the Grantee’s authorized representative certifying that such requested payment is for a Grant-Eligible Cost.

b. No Event of Default under this Agreement, the County HRA Grant Agreement or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

c. All requirements of the County HRA Grant Agreement have been met including but not limited to the delivery of the Declaration of Covenants, Conditions, and Restrictions (HRA Levy) attached as Exhibit C to the County HRA Grant Agreement.

d. The County HRA has approved the use of the County HRA Grant funds for the respective Project and the Authority has received such funds from the County.

If the Grantee has performed all of its agreements and complied with all requirements theretofore to be performed or complied with hereunder, including satisfaction of all applicable conditions precedent contained in Article VI hereof, the Authority shall submit such request to the County HRA and make a disbursement to the Grantee in the amount of the requested disbursement or such lesser amount as shall be approved pursuant to the County HRA Grant Agreement. Each disbursement shall be paid from the proceeds of the County HRA Grant Agreement and is subject to the County HRA's determination that the relevant Grant-Eligible Cost is payable from the County HRA Grant under the County HRA Grant Agreement. The Authority has no obligation to provide proceeds of the County HRA Grant unless and until such funds are disbursed by the County HRA.

The Authority may waive any of the conditions to disbursement under this Article IV in its sole discretion.

V. STATEMENT OF WORK/PRO FORMA

Prior to Closing on a Property acquired for land trust purposes under this Agreement, the Grantee will provide to the Grantor a Statement of Work and Pro Forma in substantially the form attached as Exhibits A-1 and A-2. The Statement of Work shall consist of a description of Grantee's ongoing obligations with regard to each Property and a progress and completions schedule for any rehabilitation work required (the "Rehabilitation"), and the Pro Forma shall set forth the price of the Property, the assessed value of the Land, and the Rehabilitation and their estimated cost. The Grantee will perform all activities set forth in the Statement of Work prior to the Closing Date with a Qualified Homebuyer.

VI. CONDITIONS OF DISBURSEMENTS

1. Conditions Precedent to Disbursement. The obligation of the Grantor to make or cause to be made any disbursements pursuant to Article VII hereof is subject to the condition that it receive, on or before the date of such disbursement, the following:

- a. the Grantee Documents, duly executed and delivered by the Grantee;
- b. evidence satisfactory to the Grantor that the use of the Property for housing is permitted by and complies in all material respects with all applicable restrictions and requirements in prior conveyances, zoning ordinances, subdivision and platting requirements and other laws and regulations;
- c. evidence satisfactory to the Grantor that the Rehabilitation, if any, has been completed in accordance with all applicable zoning ordinances, building codes and requirements, and other laws and regulations;
- d. a statement of the Grantee and of any contractor, in form and substance acceptable to the Grantor, setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every contractor, subcontractor, person, firm or corporation furnishing materials or performing labor in connection with the Rehabilitation, if any;
- e. a statement of the Grantee that no Event of Default in this Grant Agreement or the Third-Party Grant Agreements, and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default in this Grant Agreement or the Third-Party Grant Agreements, has occurred and is continuing and all representations and warranties made by the Grantee in Article VIII hereof and made in any and all Third-Party Grant Agreements continue to be true and correct as of the date of such disbursement;

f. such evidence of compliance with all of the provisions of this Grant Agreement and the Third-Party Grant Agreements as the Grantor may reasonably request;

g. the Grantee certifies that it continues to be a nonprofit corporation and is a community land trust in accordance with Section 462A.30, subdivision 8; and

h. the use of the Authority Funds complies with the Guidelines.

VII. REQUESTS FOR DISBURSEMENTS AND TERM OF RESERVATION

1. Disbursements. The Grantor and the Grantee agree that, on the terms and subject to the conditions hereinafter set forth, the Grant will be reserved by the Grantor for disbursement from the Grantor to the Grantee from time to time from and after the date hereof until, and for reasonable and necessary costs incurred prior to July 31, 2027, subject to extension of such period of disbursements of Grant funds mutually agreed by the Grantor and Grantee. Notwithstanding anything to the contrary contained herein, the Grantor is only obligated to make disbursements hereunder to pay reasonable and necessary costs in an amount up to or equal to the total aggregate amount of the Grant approved from time to time by the Grantor, only during the term of the reservation noted in this Article, and such obligation is further subject to the conditions of Article VI hereof and the Guidelines. Grant funds not disbursed during the term of reservation noted in this Article will no longer be available for disbursement under this Agreement.

2. Disbursement Requests.

a. Whenever the Grantee desires to obtain a disbursement of Authority Funds for acquisition of a Property, the Grantee must submit to the Grantor the Grantor's Disbursement Request Form in substantially the form attached as Exhibit B, together with all required compliance documents, duly signed by the Grantee.

Each such Disbursement Request constitutes a representation and warranty by the Grantee to the Grantor that all representations and warranties of the Grantee set forth in the Grantee Documents are true and correct as of the date of such Disbursement Request, except for such representations and warranties which, by their nature, would not be applicable as of the date of such Disbursement Request.

b. Whenever the Grantee desires to obtain a disbursement of Authority Funds for types of assistance other than acquisition of a Property, at the time of submission of each such Disbursement Request, the Grantee must also submit the following to the Grantor:

i. an executed Developer Agreement for the applicable Property;

ii. the Qualified Homebuyer's application to Grantee;

iii. the agreement to purchase the Improvements, in a form reasonably acceptable to the Grantor, executed by the Grantee and Qualified Homebuyer;

iv. if available, the Qualified Homebuyer's application to mortgage lenders for mortgage financing, in customary form (such as the Fannie Mae form 1003), intended to support the real estate transaction;

v. preliminary settlement statement(s) or closing disclosure(s), in customary or required form, such as under the TILA-RESPA Integrated Disclosure Rule;

vi. Grantee's computation of the necessary and eligible amount of Long-Term Affordability Gap Assistance, in a form acceptable to the Authority, and including Grantee's computation of the Qualified Homebuyer's household housing ratio and household income;

vii. the Declaration;

viii. any documents required by the Third-Party Grant Agreements, including but not limited to the Declaration of Covenants, Conditions, and Restrictions (HRA Levy) attached as Exhibit D to the County HRA Grant Agreement; and

ix. other Grantee Documents as reasonably requested by the Grantor.

Grantee agrees to immediately notify Grantor in writing of any material change affecting the information contained in this Section VI.2.b., including changes in the purchase price, purchase agreement addenda, amount of mortgage financing, or the Qualified Homebuyer's eligibility.

c. Within 60 days following conveyance of the Improvements on a Property to a Qualified Homebuyer, the Grantee must also submit the following to the Grantor:

i. name(s) of Qualified Homebuyer(s); number of household members; previous address of household; ethnic and demographic data; and, household type data, including but not limited to single head of household and disability status;

ii. if Grantee used funds from Minnesota Housing Finance Agency's Community Homeownership Impact Fund ("Impact Fund"): the Minnesota Housing Impact Fund Household Demographic/Project Information form completed for the project(s);

iii. all documents described in Section VI.2.b. hereof, if not earlier submitted;

iv. the final settlement statement(s) or closing disclosure(s), in customary or required form, such as under the TILA-RESPA Integrated Disclosure Rule; and

v. deed(s), as recorded with the County, conveying the Improvements to the Qualified Homebuyer; and

vi. Declaration, the Declaration of Covenants, Conditions, and Restrictions (HRA Levy) attached as Exhibit D to the County HRA Grant Agreement and Ground Lease, as recorded with the County; and

vii. other Grantee Documents as reasonably requested by the Grantor.

3. Disbursements. If on the date a disbursement is desired, the Grantee has performed all of its agreements and complied with all requirements to be performed or complied with hereunder, the Grantor will, subject to the conditions set forth herein, disburse the amount of the requested disbursement to Grantee.

VIII. GRANTEE'S COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Grantee covenants, represents, warrants and agrees that:

1. Grantee is a Minnesota non-profit corporation duly organized under the laws of the State, is duly authorized to operate in the State, has the power to enter into and execute this Grant Agreement and by appropriate corporate action has authorized the execution and delivery of this Grant Agreement. A copy of organizational documents has been provided to the Grantor. The Grantee is a community land trust in accordance with Section 462A.30, subdivision 8.
2. This Grant Agreement will not result in any breach of or constitute a default under any other mortgage, lease, loan, grant or credit agreement, corporate charter, by-law or other instrument to which Grantee is a party or by which it may be bound or affected.
3. This Grant Agreement will constitute a legal and binding obligation enforceable against the Grantee as its interest appears.
4. The Grantee will comply in all respects with the requirements of the Third-Party Grant Agreements as if it were the "Grantee" thereunder.
5. Grantee has obtained or will obtain all necessary licenses and permits required for performance of its obligations under this Agreement.
6. Grantee must permit the Grantor, upon reasonable notice, to examine all books, records, contracts, plans, permits, bills and statements of account pertaining to any Property subject to this Agreement and to make copies as the Grantor may require.
7. Grantee agrees to and must obey and comply with all applicable federal, state and local laws, rules and regulations in connection with its performance of its obligations under this Agreement and the Third-Party Grant Agreements.

IX. DEFAULT

Any one or more of the following constitutes an Event of Default under this Grant Agreement:

1. Grantee defaults in the performance or observance of any agreement, covenant or condition required to be performed or observed by Grantee under the terms of this Agreement or the Third-Party Grant Agreements which is not cured within thirty (30) days after written notice to do so. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Grantee of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Grantee keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days.
2. Grantee defaults in any term of any other agreement relating to any Property subject to this Agreement which is not cured within thirty (30) days after written notice to do so. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days.

3. Any representation or warranty made by Grantee herein or any document or certificate furnished to the Grantor proves at any time to be incorrect or misleading as of the date made.
4. Grantee engages in any illegal activities.
5. Grantee uses any of the grant funds contrary to this Grant Agreement or the Third-Party Grant Agreements, and such use is not cured within thirty (30) days of notice from Grantor.
6. Grantee employs or becomes an individual, company, or other entity either on the debarment list or with unresolved compliance issues.
7. Grantee does not use funds in a timely manner as stated in Article V of this Grant Agreement, "Pro Forma."
8. Grantee fails to obtain and/or keep in force insurance of the types and in the amounts as specified within this Grant Agreement or any Third-Party Grant Agreement, or fails to indemnify and hold harmless the Grantor as set forth herein; in such event, Grantee will be liable for all costs and fees, including reasonable attorney fees, that may be incurred by the Grantor in enforcement of Grantee's agreements to indemnify and/or to obtain and keep in force the agreed-upon insurance coverage.

X. REMEDIES

Whenever any Event of Default has happened and is subsisting, any one or more of the following remedial steps may to the extent permitted by law be taken by the Grantor:

1. The Grantor may terminate this Grant Agreement or the Third-Party Grant Agreements;
2. The Grantor may suspend or terminate any further disbursements under this Grant Agreement, the Third-Party Grant Agreements or under any Developer Agreement pursuant to this Grant Agreement;
3. The Grantor may suspend its performance under this Grant Agreement or the Third-Party Grant Agreements during the continuance of the Event of Default;
4. The Grantor may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Grantee under this Grant Agreement, the Third-Party Grant Agreements, or any related instrument; or to otherwise compensate the Grantor for any damages on account of such Event of Default, including but not limited to a demand that the Grantee return or repay to the Grantor all dollar amounts received pursuant to the Grant;
5. No remedy conferred upon or reserved to the Grantor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under this Grant Agreement, the Third-Party Grant Agreements, or now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default impairs any such right or power, nor constitutes a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Grantor to exercise any remedy reserved to it in this Article, it is not necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

XI. ADDITIONAL PROVISIONS

1. Indemnity, Hold Harmless. The Grantee must bear all loss, expense (including attorney fees) and damage in connection with, and agree to indemnify, defend, and hold harmless the Grantor, its agents, servants and employees from all claims demands and judgments made or recovered against the Grantor, its agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, and/or because of damages to property of the Grantor or others (including loss of use) from any Third-Party claims, arising out of, incidental to, or in connection with any Property acquired pursuant to this Agreement, whether or not due to any act of omission or commission, including negligence of the Grantee, or any contractor or its or their employees, servants or agents. The Grantee's liability hereunder is not limited to the extent of insurance carried by or provided by the Grantee or subject to any exclusion from coverage in any insurance policy.
2. Grantee Not Grantor's Employee or Agent. For the purpose of this Grant Agreement, Grantee is not an employee(s) or agent(s) of the Grantor or the City of Roseville ("City"). Any and all employees or agents of the Grantee are not employees or agents of the Grantor or City. Any and all claims by any Third-Party as a consequence of any act or omission on the part of the Grantee, its employees or other persons are the obligation of the Grantee. The Grantee is responsible for all contractual obligations entered into pursuant to and in the performance of this Grant Agreement. If required by statute, the Grantee must procure and maintain in force at its expense worker's compensation insurance and shall provide the Grantor with proof of such coverage. Withholding and payment of federal and state income taxes and FICA for its employees is the responsibility of the Grantee. The Grantee will comply with all unemployment compensation employer contributions payments and other employer requirements of the unemployment compensation laws, Minnesota Statutes chapter 268.
3. Termination of Agreement. The full benefit of the purposes for which the Grant is intended will be realized only after the completion of the Period of Affordability. In the event that the Grantee, prior to the expiration date of this Agreement, is unable to continue to function due to, but not limited to, dissolution or insolvency of the organization, its filing a petition for bankruptcy or similar proceedings, or is adjudged bankrupt or fails to comply or perform with provisions of this Agreement, then Grantee will, upon the Authority's request, convey to the Authority its interest in and title to the Properties acquired pursuant to this Agreement. Conveyance will be at the sole discretion of the Authority and on the terms set forth herein:

- a. Conveyance shall occur within thirty (30) days of the Authority and Grantee's agreement of Grantee's inability to continue as a viable organization.
- b. Grantee shall convey its title to and interest in the Properties free and clear of all liens and encumbrances of record, except those which create a beneficial interest in the Authority (Declaration of Restrictive Covenants), the Ground Lease, and any liens a Qualified Homebuyer has placed on such Property.

XII. INSURANCE

1. The Grantee agrees that in order to protect itself as well as the Grantor and City under the indemnity provision contained in this Grant Agreement, it will obtain and keep in force, at its expense, during the term of this Grant Agreement:

- a. commercial general liability of not less than \$1,500,000 per occurrence and \$2,000,000 aggregate. The general liability coverage shall contain an endorsement naming the Grantor and the City of Roseville, Minnesota, as additional insureds as to acts committed by the Grantee for which the Grantor or the City of Roseville, Minnesota, could be held responsible.

Grantee in addition warrants compliance with the following property insurance requirements, as applicable:

- b. builder's risk insurance in the amount of the construction contract for the entire construction contract period;
- c. hazard insurance coverage with policy limits in an amount not less than full insurable of the Property, provided that in no event shall said insurance be less than the amount secured by any mortgage to the Grantor. Hazard insurance shall be used firstly to pay any of the Grantor loans and secondly to rebuild, at the Grantor's option;
- d. insurance required by the Third-Party Grant Agreements.

- 2. Verifiable Insurance; Notice of Cancellation. The Grantee shall furnish Certificates of Insurance evidencing compliance with this article at the closing in this matter. Grantor is not obligated to honor payment requests at any time when the coverage required by this Grant Agreement is not in force.

XIII. RECORDS AND REPORTS

The Grantee shall submit to the Grantor's project manager on an annual basis a full account of the status of the activities undertaken as part of this Grant Agreement. The following records shall be maintained by the Grantee, copies of which shall be submitted in such form as the Grantor's staff may prescribe:

- 1. All receipts and invoices relating to expenditure of Grantor funds.
- 2. Accounting records that are supported by source documentation. Grantee will establish a separate, identifiable accounting record for each Grant received pursuant to this Agreement. Records shall be sufficient to reflect all costs incurred in performance of each Grant. The books, records, documents, and accounting procedures, relevant to each Grant shall be subject to examination by the Grantor and State agencies and the legislative auditor.
- 3. Records of Liability Insurance, including proof of insurance in effect, and proof of payment of insurance premiums.
- 4. Records of Board or Committee meetings relating to decisions governing the use of Grant funds.
- 5. If the Grantee is providing grants, it shall keep records documenting the use of such funds, including: records documenting capital expenses, payments made, and documentation of completion of work for which the grant was initiated.
- 6. Grantee shall also submit to Grantor annually during the life of this Grant Agreement financial statements prepared in accordance with generally accepted accounting principles. Fiscal year end statements shall be compiled/reviewed/audited statements. All such statements shall include, but not be limited to, a listing of all assets and liabilities of the Grantee, income and expense statements and income tax returns.

XIV. NON-DISCRIMINATION

The Grantee is a contractor for the purpose of application of all provisions, ordinances and other laws against discrimination, including:

- 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352); and

3. Minnesota Statutes, Chapter 363A.

XV. EXHIBITS

The Grantee agrees to comply with the terms, conditions, requirements contained in the following identified exhibits, which are incorporated into and made part of this Grant Agreement:

- Exhibit A – Statement of Work and Pro Forma
- Exhibit B – Disbursement Request
- Exhibit C – Ground Lease
- Exhibit D – Declaration of Covenants, Conditions and Restrictions Running with the Land
- Exhibit E – County HRA Third-Party Grant Agreement
- Exhibit F – LCDA Third-Party Grant Agreement

XVI. AMENDMENT

This Grant Agreement may not be amended or modified except in writing properly subscribed by the Grantor and Grantee.

XVII. MISCELLANEOUS

1. Notices. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Grantee:

Twin Cities Habitat for Humanity, Inc.
1954 University Avenue West
Saint Paul, Minnesota 55104
Attn: Chief Real Estate Officer

If to Grantor:

Roseville Economic Development Authority
2660 Civic Center Drive
Roseville, Minnesota 55113
Attention: Executive Director

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other parties as above provided.

2. Binding Effect; Waiver. The provisions of this Grant Agreement shall inure to the benefit of and be binding upon Grantee and Grantor and their respective successors and assigns. No delay on the part of Grantor in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of Grantor specified in this Grant Agreement shall be in addition to and not exclusive of any other right and remedies which Grantor, by operation of law, would otherwise have.

3. Survival of Warranties. All agreements, representations and warranties made in this Grant Agreement by Grantee shall survive its termination.

4. Data Practices Act. Grantee acknowledges that all of the data created, collected, received, stored, used, maintained or disseminated by Grantee or Grantor with regard to this Grant Agreement are subject to

the requirements of Chapter 13, Minnesota Statutes, commonly known as the Minnesota Governmental Data Practices Act.

5. Counterparts: This Grant Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

6. Electronic Signature: An electronic signature is as effective as an original signature.

7. Time. Time is of the essence in the performance of this Grant Agreement.

8. Entire Agreement. This Grant Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promise made by any party or by any employee, officer or agent of any party hereto that is not in writing and signed by all the parties to this Grant Agreement shall be binding.

9. No Joint Venture. The relationship between Grantor and Grantee is solely that of Grantor and Grantee, and the relationship by and between Grantor and Grantee is not a partnership or joint venture in the Project.

10. Controlling Law, Venue. All matters whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Grant Agreement shall be controlled by and determined in accordance with the laws of the State.

11. Assignment. This Grant Agreement may not be assigned by Grantee without the prior written consent of Grantor.

12. Attorney Fees and Expenses. In the event the Grantee should default under any of the provisions of this Grant Agreement or the Third-Party Grant Agreements and the Grantor should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of the Grantee, the Grantee will on demand pay to the Grantor the reasonable fee of such attorneys and such other expenses so incurred.

13. Grantee's Limited Remedy. If Grantee claims that Grantor has failed to perform any of its obligations under this Grant Agreement or the Third-Party Grant Agreements, the Grantee agrees to provide thirty (30) days written notice of such default and allow Grantor to cure any such default. The Grantee's sole legal and equitable remedy for any unremedied Grantor default is an action to compel performance by Grantor. The Grantee is not entitled to recover damages of any kind, including without limitation consequential or incidental damages, for any Grantor default.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Grant Agreement to be executed the day and year first above written.

GRANTEE:

Twin Cities Habitat for Humanity, Inc., a Minnesota non-profit corporation

By: _____

Its: _____

GRANTOR:

Roseville Economic Development Authority

By: _____
Its: Executive Director

By: _____
Its: President

[Signature page of Grantor to Grant Agreement]

Exhibit A-1

STATEMENT OF WORK

During the term of the Grant Agreement, Grantee will:

1. Solicit Qualified Homebuyers for each identified Property;
2. Request disbursement of Grant funds for eligible costs;
3. Enter a Ground Lease with a Qualified Homebuyer; and
4. Record the Declaration and Ground Lease with the County and provide copies of the same recorded documents to the Authority.

And, for the duration of the Agreement, Grantee will, as to each Property subject to the Agreement:

1. Solicit new Qualified Homebuyers for the Property when notified of a current Qualified Homebuyer's intent to sell. Grantee and/or the Qualified Homebuyer is/are responsible for securing permanent mortgage financing.
2. Sell the Improvements and lease the Land only to Qualified Homebuyers, and allow resale of the Improvements only to Qualified Homebuyers pursuant to a Ground Lease, or to Grantee with the Authority's written consent for such brief periods as may be necessary. If Grantee purchases the Improvements from a Qualified Homebuyer for the purpose of reselling to a new Qualified Homebuyer, Grantee shall notify the Authority prior to acquisition.
3. Verify the eligibility of the Qualified Homebuyers, explain the land trust program and the Ground Lease to such Qualified Homebuyers, and certify by written documentation signed by the Qualified Homebuyers that the program requirements have been fully explained.
4. Maintain files of all Qualified Homebuyers purchasing assisted units. Documentation shall verify eligibility at the time of initial occupancy by the initial purchaser and at the time of initial occupancy by subsequent purchasers and shall include:
 - a. The purchaser's application to Grantee;
 - b. Purchaser's household income;
 - c. Purchaser's household housing ratio (as defined in the Guidelines);
 - d. Name(s) of purchaser(s); number of household members; previous address of household; ethnic and demographic data; and, household type data, including but not limited to single head of household and disability status.
5. Maintain records verifying the affordability of the dwelling units, including but not limited to the Ground Lease, purchase agreement, closing or settlement statements and appraisals.
6. Monitor the housing units for compliance with the Ground Lease for the Period of Affordability.
7. Upon resale, assure compliance with long term affordability of the Premises as provided for in the Ground Lease, which Ground Lease shall, as to resale provisions, remain in substantially the form of the current version of the Ground Lease, for at least 99 years.
8. Upon resale, provide a summary of information in 4.b-4.d. and complete records listed in 5. above to the Authority.

9. Re-record the Declaration no later than one day before the expiration of 30 years of the date of its lease of the Land in the event the Qualified Homebuyer leasing the Land from Grantee is still the owner of the Improvements at the time of the rerecording. Authority retains the right periodically and every 30 years after the first recording of the Declaration to register a notice of preservation.

10. Comply with the Third-Party Grant Agreements.

Exhibit A-2

FORM OF PRO FORMA

Sources & Uses - Preliminary				
Name of Property:				
Date:				
Sources:				Comments
Homebuyer Mortgage		\$		
20 AHIF		\$		Project Costs
20 REDA Funds		\$		Land & Project Costs
20 HOME		\$		Land
20 MH Impact		\$		Project Costs
20 Bond Proceeds		\$		Land
20 Met Council		\$		Rehab
	Total	\$		
Uses:				
Acquisition Costs		\$		
Closing Costs		\$		
Inspection/other		\$		
	Acquisition costs	\$		
Adm Fee		\$		Project Fee
Holding/Closing Costs/ LC/ Taxes		\$		Special Assessments of \$
Rehab Costs		\$		
	Total	\$		

Exhibit B**FORM OF DISBURSEMENT REQUEST**

TO: Roseville Economic Development Authority
2660 Civic Center Drive
Roseville, MN 55113

DISBURSEMENT DIRECTION

The undersigned authorized representative (the "Authorized representative") of Twin Cities Habitat for Humanity, Inc., a Minnesota nonprofit corporation ("TCHH"), hereby authorizes and requests you to disburse from [Authority Funds/Third-Party Grants] in accordance with the terms of the Second Amended and Restated Master Grant Agreement, as amended (the "Agreement"), between the Roseville Economic Development Authority (the "REDA") and TCHH, \$_____ to TCHH in connection with the acquisition by TCHH of the following Property:

[Insert address of Property]

all as defined and provided in the Agreement. The undersigned further certifies to the REDA that (a) all preconditions to disbursement under the Agreement have been satisfied; (b) the Property for the acquisition of which the payment is proposed is to be included in the community land trust established by the REDA and will be subject to the Guidelines (as defined in the Agreement); [and (c) TCHH is in compliance with all provisions of the Third-Party Grant Agreements].

Dated: _____

Redeveloper's Authorized Representative

Exhibit C

**TWIN CITIES HABITAT FOR HUMANITY
GROUND LEASE**

[To be inserted after review]

Exhibit D**DECLARATION**

THIS INSTRUMENT IS EXEMPT FROM REGISTRATION TAX UNDER MINN. STAT. §287.04(f)
 Roseville Economic Development Authority

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 RUNNING WITH THE LAND**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 RUNNING WITH THE LAND** (the “Declaration”) is made and entered into on the _____ day of _____, 202____ by **Twin Cities Habitat for Humanity, Inc.**, a Minnesota nonprofit corporation (the “Declarant”).

Recitals:

A. Declarant is the owner of certain real property located at _____, Ramsey County, Minnesota, legally described in Exhibit A, and inclusive of all buildings structures, fixtures, and other improvements thereon (the “Improvements”) and other real property (the “Land”).

B. Declarant received financing from the Roseville Economic Development Authority (the “Authority”) pursuant to a grant from Authority funds legally available for such purpose (the “Grant”), to ensure that the Land is leased and conveyed to Qualified Homebuyers, as defined in the Second Amended and Restated Master Grant Agreement, as amended, between the Declarant and the Authority, which is incorporated herein by reference.

NOW, THEREFORE, Declarant makes the following declaration of covenants, conditions, and restrictions relating to the Property, intending the same to be binding upon Declarant, its successors, heirs, and assigns, and all subsequent owners of all or any part of the Property, until this Declaration expires by its terms:

1. The Land shall be maintained as owner-occupied, affordable housing for Qualified Homebuyers according to the terms and conditions of the Guidelines for Allocation of REDA Funds for Community Land Trust Properties, as implemented by the Authority.

2. The Land will be bound by the terms of a 99-year ground lease. The ground lease will provide for the long-term affordability (at least 99 years) of the Land. Declarant hereby declares and covenants, on behalf of itself and all future owners of the Land (“Landlord”), that, during the term of this Declaration, the Authority is a third-party beneficiary of and successor to each and every remedy provided in the ground lease intended to insure the long-term affordability of the property. The Authority may, in the event of the failure or default of the Landlord in each such ground lease to ensure the long-term affordability of the property as provided for in the ground lease, exercise all rights and remedies available to the Landlord in the ground lease for that purpose.

3. This Declaration expires, and is of no further force and effect, on the date that is thirty (30) years after the date of recordation of this Declaration; provided, however, that this Declaration may be renewed by Declarant from time to time.

4. Declarant covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Second Amended and Restated Master Grant Agreement.

5. This Declaration may be enforced by the Authority or its designee in the event Declarant fails to satisfy any of the requirements of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. If legal costs are incurred by the Authority, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from the Declarant.

6. Declarant may sell, transfer, or exchange its interest in the Land at any time, but Declarant shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring such interest, that such acquisition is subject to the requirements of this Declaration. Declarant agrees that the Authority may void any sale, transfer, or exchange of the Declarant's interest in the Property if the buyer or successor or other person fails to assume in writing the requirements of this Declaration.

7. The covenants, conditions, and restrictions imposed by this Declaration touch and concern the Property and are intended to run with the land.

8. Upon execution of this Declaration by the Declarant, Declarant shall cause this Declaration and all amendments hereto to be recorded and filed in the office of the County Recorder and the Registrar of Titles. Declarant shall pay all fees and charges incurred in connection therewith.

9. This Declaration may be amended only in writing executed by the Authority together with the Declarant and such amendment shall be binding on third parties granted rights under this Declaration.

10. Notices. Any notice shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Declarant:

Twin Cities Habitat for Humanity, Inc.
1954 University Avenue West
Saint Paul, Minnesota 55104
Attn: Chief Real Estate Officer

If to the Authority:

Roseville EDA
2660 Civic Center Drive
Roseville, MN 55113
Attention: Executive Director

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this Declaration on the date first above written.

TWIN CITIES HABITAT FOR HUMANITY, INC.

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me this day of 20____ by _____,
the _____ of Twin Cities Habitat for Humanity, Inc., a Minnesota nonprofit
corporation on behalf of the nonprofit corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Exhibit A to Declaration

Legal Description of Property

[To be inserted]

Exhibit E

County HRA Grant Agreement

Exhibit F

LCDA Grant Agreement

DEVELOPER AGREEMENT
[Insert property address]
(Twin Cities Habitat for Humanity Land Trust Project)

THIS AMENDED AND RESTATED DEVELOPER AGREEMENT (the “Agreement”), made and entered into as of this _____, 20____ (“Effective Date”), by and between the **Roseville Economic Development Authority** (“Authority” or “REDA”), a body corporate and politic under the laws of the State of Minnesota, having its principal office at 2660 Civic Center Drive, Roseville, MN 55113 (“REDA”) and the **Twin Cities Habitat for Humanity, Inc.**, a nonprofit corporation under the laws of Minnesota, having its principal office at 1954 University Avenue West, St. Paul, MN 55104 (“Developer” or “TCHH”). This Agreement amends and restates in its entirety the Developer Agreement, dated _____, 20____ between the Authority and the Developer.

RECITALS

- A. The REDA has previously approved Guidelines for Allocation of REDA Funds For Community Land Trust Properties (as amended, the “Guidelines”) pursuant to the authority granted in Minnesota Statutes, Sections 469.001 through 469.047 and has entered into a Second Amended and Restated Master Grant Agreement with TCHH, dated as of November 24, 2025 (as amended, the “Master Agreement”), governing the terms and conditions of the acquisition of properties under the Guidelines.
- B. The REDA intends to provide TCHH with \$ _____ from REDA funds, from various sources including from proceeds of a grant from the Ramsey County Housing and Redevelopment Authority’s Housing Development Program in the amount of \$ _____ allocated pursuant to the Guidelines (together, the “REDA Funds”), for the purposes of down payment assistance for a home located at _____ (the “Property”) in the City of Roseville (the “City”) to people earning at or below 60% of the area median income, pursuant to the terms and conditions hereof.
- C. TCHH has previously purchased and rehabilitated the Property, as necessary, in compliance with the Guidelines.
- D. The REDA desires TCHH to utilize the Community Land Trust model to resell the Property to an income-qualified buyer and will retain ownership of the land to ensure long-term affordability pursuant to the Guidelines and Master Agreement (together, the “Governing Documents”) and TCHH has agreed to do so, further pursuant to the terms and conditions of this Agreement.
- E. The grant of REDA Funds to TCHH is for the purpose of providing affordable housing within the City and to assist in carrying out the objectives of the Guidelines, which are in the best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements.

F. In performing its obligations under this Agreement, TCHH must adhere to the restrictions for the use of REDA Funds set forth in this Agreement.

AGREEMENT

1. Scope of Work.

A. Developer. The REDA hereby designates TCHH as a Developer of the Property in accordance with the terms and conditions of this Agreement and the Governing Documents.

B. Required Documentation. The REDA shall provide the REDA Funds to a title company identified by TCHH to be held in escrow until closing on the acquisition of the Property by a Qualified Homebuyer (as defined in the Master Agreement) and the receipt of the documentation required pursuant to Article VI of the Master Agreement (the “Required Documentation”).

C. Compliance with Required Programs. To the extent required by federal, state, and local law and regulation, TCHH agrees to comply with the program requirements of:

- 1) Equal opportunity and discrimination provisions of all applicable State, Federal and Ramsey County laws, rules, and regulations;
- 2) Section 504 of the Rehabilitation Act of 1973, as amended;
- 3) Lead based paint notification, inspection, testing and abatement procedures established in 24 CFR Part 35 as referenced in 24 CFR 570.608, including but not limited to the Lead Disclosure Rule and HUD’s Lead Safe Housing Rule as set forth in Section 3.06 of the Procedural Manual; and
- 4) Fair housing requirements of section 104(b) and section 109 of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and other applicable fair housing laws.
- 5) Minnesota Statutes, Sections 462A.30 to 462A.31, as amended.
- 6) Ramsey County Prevailing Wage Ordinance No. 2013-329 (not applicable to downpayment assistance).
- 7) Ramsey County Debarment Ordinance: TCHH agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of Funds under the Agreement and update when needed throughout the Project.

TCHH further agrees to provide REDA with a certification that the requirements listed in this Section have been met prior to the disbursement of REDA Funds.

D. Rehabilitation of Property. Prior to execution of this Agreement, TCHH shall have completed all necessary improvements to and rehabilitation of the Property, if applicable (the “Rehabilitation”). TCHH will provide the REDA with all requested information related to the Rehabilitation, including receipts for costs of the Rehabilitation.

E. Resale of Property. TCHH will market said Property and execute a purchase agreement with an end buyer earning at or below 60% of the area median income. Subject to unavoidable delays, TCHH shall complete the conveyance of the Property to such end buyer within one year after the Effective Date of this Agreement.

F. Reports. TCHH shall provide REDA with a report of its activities on an as-needed basis, including but not limited to reports related to the income of the end buyer of the Property.

2. Term. This Agreement is effective as of the Effective Date and until the earlier of 60 days after the date the Property is sold to a qualified end buyer or _____, 20__ [one year after the Effective Date].

3. Acquisition, Relocation and Displacement. TCHH shall be responsible for carrying out the acquisition of the Property necessary for implementation of this Agreement. TCHH shall conduct such acquisition in its name and shall hold title to the Property and shall be responsible for preparation of all notices, appraisals, and documentation required in conducting acquisition under the regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as required under 49 CFR Part 24. TCHH shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. In addition, TCHH shall comply with the acquisition and relocation requirements of the Minn. Stat. Sections 117.50 through 117.56 (the “Minnesota Relocation Act”). The REDA will provide written consent for the location of the home to be acquired by TCHH.

4. Documentation. TCHH shall submit to the REDA income documentation for the Qualified Homebuyer of the Property, appraisals, environmental reports, purchase agreements, and settlement statements with respect to the Property prior to closing with the Qualified Homebuyer. The REDA Executive Director or a designee will execute the settlement statement promptly after the foregoing documentation has been submitted and reviewed, and such execution will constitute authorization to close and disburse REDA Funds. After closing, TCHH must maintain the foregoing documentation as well as filing information for the recorded deed, Ground Lease, and Declaration of Restrictive Covenants required pursuant to the Guidelines, which filing information shall be provided to the REDA when available.

5. Proof of Acquisition Costs. Execution of the settlement statement by the REDA Executive Director or designee shall constitute evidence that REDA funds have been applied to the payment of a portion of the purchase price of the Property.

6. Suspension and Termination. If TCHH materially fails to comply with any term of this Agreement after written notice and an opportunity to cure, this Agreement may be terminated. The time period for said opportunity to cure will be dependent upon the relevant time period requirements of the applicable law, regulation, program, or otherwise.

7. Funding Sources. The Funds for the property consistent of \$_____ from REDA funds, [\$_____ from proceeds of a Met Council LCDA grant], [\$_____ from proceeds of

a grant from the Ramsey County Housing and Redevelopment Authority's Housing Development Program] allocated pursuant to the Guidelines.

8. Notice. All communications, notices, and demands of any kind which either party may be required or may desire to give to or serve upon the other shall be made in writing, and such notice shall be deemed sufficiently given if and when it is addressed to the other party at the address first above written and either (a) delivered personally, (b) deposited in the United States mail, registered or certified, with postage prepaid, (c) deposited with an overnight delivery service for next day delivery, or (d) telecopied.

9. Data Practices. TCHH agrees to abide by the provisions of the Minnesota Government Data Practices Act and all other applicable State and Federal laws, rules, and regulations relating to data privacy and confidentiality, and as any of the same may be amended.

10. Access to Records. REDA shall have the authority to review any and all procedures and all materials, notices, and documents prepared by TCHH in implementation of this Agreement.

11. Indemnification. TCHH agrees to hold harmless, indemnify and defend REDA, its elected officials, officers, agents, and employees against any and all claims, losses, or damages, including attorneys' fees, arising from, allegedly arising from, or related to, all activities performed under this Agreement by TCHH, its employees, agents, officers, or volunteer workers.

12. Independent Contractor. Nothing in this Agreement is intended, nor may be construed, to create the relationship of partners or employer/employee between the parties. TCHH, its officers, agents, employees, and volunteers are, and will remain for all purposes and services under this Agreement, independent contractors.

13. Entire Agreement. The entire agreement of the parties is contained in this document. This Agreement supersedes all previous written and oral agreements and negotiations between the parties relating to the subject matter of this Agreement except as provided in paragraph 14 of this Agreement.

14. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

15. Assignment of Agreement. The parties shall not assign this Agreement without the express written consent of the other party.

16. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by both parties.

17. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, all of which, when taken together, shall constitute one agreement.

18. Headings. The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

20. Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement, and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

22. Electronic Signatures. This Agreement may be executed with electronic signatures.

IN WITNESS WHEREOF, the REDA has caused this Agreement to be duly executed in its name and behalf and TCHH has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY

By _____
Its President

By _____
Its Executive Director

TWIN CITIES HABITAT FOR HUMANITY, INC.

By _____
Its Executive Director

**EXTRACT OF MINUTES OF MEETING
OF THE
ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners (the "Board") of the Roseville Economic Development Authority ("REDA") was duly held on the th day of November, 2025.

The following members were present:

and the following were absent: None.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING A GRANT AGREEMENT
WITH THE RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY AND REVISED
DOCUMENTS RELATED TO COMMUNITY LAND
TRUST PROGRAM**

WHEREAS, the Roseville Economic Development Authority (“REDA”) has previously adopted guidelines (the “Guidelines”) for the allocation of REDA funds to establish community land trust properties in partnership with Twin Cities Habitat for Humanity (“Habitat”) within the City of Roseville, Minnesota (the “City”) to preserve and establish affordable housing and build family and community wealth in the City (the “Program”) and REDA and Habitat have executed a Master Long-Term Affordability Grant Agreement (the “Grant Agreement”) in conformity with the Guidelines and with the legal requirements of Minnesota Statutes, Sections 462A.30 to 462A.31; and

WHEREAS, Ramsey County, Minnesota (the "County") and the Ramsey County Housing and Redevelopment Authority (the "County HRA") have established a Housing Development Program to provide funding from a variety of federal and local sources for investment in the creation and preservation of affordable housing units within the County, and REDA submitted an application to the County HRA to receive a grant of County HRA levy funds to support the Program ("REDA's Grant Application"); and

WHEREAS, on July 1, 2025, pursuant to Resolution H2025-011, the Board of Commissioners of the County HRA approved REDA's Grant Application for a grant in an amount of up to Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000.00) to support the Program (the "County HRA Grant"), and the County HRA has provided REDA with a form of Grant Agreement, by and between the County HRA and REDA, to govern the use of the County HRA Grant funds (the "County HRA Grant Agreement"); and

46
47 WHEREAS, in addition, REDA now desires to (i) revise the form Developer
48 Agreement be entered into with Habitat for each land trust property (the “Revised
49 Development Agreement”), and (ii) amend and restate the Grant Agreement (the
50 “Amended Grant Agreement”) to clarify the roles and responsibilities of REDA and
51 Habitat with respect to the Program and with respect to the County HRA Grant and
52 certain other grant funds received by REDA for the Program.

53
54 NOW, THEREFORE, BE IT RESOLVED as follows:

55
56 1. The Board hereby approves the County HRA Grant Agreement, the
57 Revised Development Agreement, and the Amended Grant Agreement
58 and the Board finds, determines and declares that it is in the public interest
59 of the residents and businesses of the City that the County HRA Grant
60 Agreement, the Revised Guidelines and the Amended Grant Agreement be
61 approved.

62
63 2. The Board hereby approves any related documents necessary in
64 connection with the County HRA Grant Agreement, the Revised
65 Development Agreement, and the Amended Grant Agreement, including
66 without limitation all documents or certifications referenced in or attached
67 to the County HRA Grant Agreement, Revised Development Agreement,
68 or the Amended Grant Agreement (collectively, the “Program
69 Documents”), and the REDA Executive Director and President are hereby
70 authorized to execute the Program Documents on behalf of REDA, and the
71 Executive Director is authorized to carry out, on behalf of REDA,
72 REDA’s obligations thereunder when all conditions precedent thereto
73 have been satisfied.

74
75 3. The approval hereby given to the Program Documents includes approval
76 of such additional details therein as may be necessary and appropriate and
77 such modifications thereof, deletions therefrom and additions thereto as
78 may be necessary and appropriate and approved by legal counsel to REDA
79 and by the Executive Director prior to their execution; and the Executive
80 Director is hereby authorized to approve said changes on behalf of REDA.
81 The execution of any instrument by the appropriate officers of REDA
82 herein authorized shall be conclusive evidence of the approval of such
83 document in accordance with the terms hereof. In the event of absence or
84 disability of the Executive Director or President, any of the Program
85 Documents authorized by this Resolution to be executed may be executed
86 without further act or authorization of the Board by any duly designated
87 acting official, or by such other officer or officers of the Board as, in the
88 opinion of legal counsel to REDA, may act on the Executive Director’s
89 behalf.

91 4. The authority to approve, execute and deliver future amendments to the
92 Program Documents is hereby delegated to the Executive Director and the
93 President, subject to the following conditions: (a) such amendments or
94 consents do not materially adversely affect the interests of the REDA; (b)
95 such amendments or consents do not contravene or violate any policy of
96 the REDA, the City or applicable provision of law, and (c) such
97 amendments or consents are acceptable in form and substance to the
98 counsel retained by the REDA to review such amendments. The
99 execution of any instrument by the Executive Director shall be conclusive
100 evidence of the approval of such instruments in accordance with the terms
101 hereof.

102 5. The Board authorizes and directs the Executive Director and REDA staff
103 to undertake and implement the Program Documents as provided therein
104 and take all actions necessary in connection therewith. Further, the Board
105 authorizes and directs the Executive Director to disburse the Authority
106 Funds (as defined in the Amended Grant Agreement) and funds that will
107 be reimbursed from proceeds of the LCDA Grant funds (as defined in the
108 Amended Grant Agreement) provided that such funds do not exceed
109 \$160,000 for each land trust property pursuant to the terms and conditions
110 of the Program Documents.

112
113
114 The motion for the adoption of the foregoing resolution was duly seconded by Member
115
116 , and upon a vote being taken thereon, the following voted in favor thereof:
117
118 and the following voted against the same:

119
120 WHEREUPON said resolution was declared duly passed and adopted.

137

138

139

140 I, the undersigned, being duly appointed Executive Director of the Roseville
141 Economic Development Authority, Minnesota, hereby certify that I have carefully
142 compared the attached and foregoing resolution with the original thereof on file in my
143 office and further certify that the same is a full, true, and complete copy of a resolution
144 which was duly adopted by the Board of Commissioners of said Authority at a duly
145 called and regular meeting thereof on November ___, 2025.

146

147 I further certify that Commissioner Schroeder introduced said resolution and
148 moved its adoption, which motion was duly seconded by Commissioner Etten, and that
149 upon roll call vote being taken thereon, the following Commissioners voted in favor
150 thereof:

151

152

153

154 and the following voted against the same:

155

156

157 whereupon said resolution was declared duly passed and adopted.

158

159 Witness my hand as the Executive Director of the Authority this ___th day of
160 November 2025.

161

162

163

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169

Patrick Trudgeon, Executive Director
Roseville Economic Development
Authority

EDA Agenda Item 5b, Bench Handout, Attachment 1

Guidelines for Allocation of REDA Funds For Community Land Trust Properties

The Roseville Economic Development Authority (REDA) supports the building and preservation of family and community wealth through the Community Land Trust (CLT) model in partnership with Twin Cities Habitat for Humanity or another nonprofit partner (the “Local Partner”) that meets the requirements of Minnesota Statutes, Sections 462A.30 to 462A.31. It proposes financial support for addition of CLT properties on the following terms.

Use of Funds

Funds from the REDA (the “Authority Funds”) may be used to cover all or a portion of the land acquisition costs in the case of a tax-forfeiture or the Affordability Gap for a single-family home or townhome purchased through a traditional sale. The Affordability Gap is defined as to each applicable property, the amount of Authority funds reserved to bridge all or a portion of the gap between (i) the amount of first- and subordinate mortgage financing the qualified homebuyer can afford, and (iii) the fee simple market value of the property. Two primary property acquisition scenarios are anticipated:

- **Local Partner acquisition of properties for inclusion in the land trust.** If using funds other than Community Development Block Grant (CDBG) funds, the REDA will contribute up to a maximum of \$80,000 to cover the Affordability Gap.
- **REDA acquisition of tax-forfeited properties for inclusion in the land trust.** The REDA will purchase such properties pursuant to Ramsey County’s Tax Forfeited Land Policies & Procedures for 25% of market value, plus maintenance costs and recording fees, up to an aggregate maximum amount of \$80,000 per property, regardless of the funding source.

Funding sources for the Authority Funds may include:

- Existing CDBG funds,
- Affordable Housing TIF,
- Housing Replacement Program funds,
- Grant funds, including but not limited to those from Ramsey County and the Metropolitan Council, and
- Local Housing Trust Funds.

Use of funds are subject to applicable federal, state, county and/or local rules governing such funds or, with regard to grant funds, any other conditions outlined within the grant agreement by and between the REDA and the Local Partner.

If the REDA receives matching funds from such other agencies, then such funds will be used as a dollar-for-dollar match of the REDA’s contribution toward the purchase price of the property. REDA’s aggregate maximum contribution shall be \$160,000 (including a maximum of \$80,000 REDA funds and a maximum of \$80,000 in matching funds). Funds may be awarded in excess of \$160,000 if such funds do not require a local match and come from a granting agency other than REDA.

EDA Agenda Item 5b, Bench Handout, Attachment 1

General Conditions of CLT Property Purchase

- The Local Partner will inspect potential properties in partnership with the REDA and City staff to determine home eligibility and level of rehabilitation that may be required (if any). Depending on level of rehabilitation, the Local Partner will be responsible for finding resources to complete the home improvements identified.
- The partnership will actively pursue 1-4 homes per year priced through either private sales or listings on the NorthstarMLS.
- If the REDA utilizes matching funds from any awarded grant monies, the maximum sale price of a home to a qualified buyer must not exceed the limits established for Minnesota Housing's mortgage and down payment loan programs.
- The partnership will consider tax-forfeit properties for inclusion in the CLT.

Eligible Households

- Assets not to exceed \$25,000 (subject property and retirement funds excluded).
- Must be first-time homebuyers, unless a previous home was lost due to foreclosure.
- Sale and resale of CLT properties must be limited via a ground lease to low-to-moderate income households, meaning those households with incomes not exceeding 80 percent AMI, as determined by the U.S. Department of Housing and Urban Development (HUD), amounts which are updated annually.
- A member of the homebuyer household must commit to occupy and maintain an ownership interest in the property after acquiring the property, but no member of the homebuyer household may have had an ownership interest in the property at any time prior to acquisition.
- At least one homebuyer must, prior to purchase, complete homebuyer education or counseling, and/or financial education or counseling, from a member of the Minnesota Homeownership Center's Homeownership Advisors Network.
- Potential homeowners can utilize the REDA's down payment assistance funds if they meet the down payment assistance qualifications.

Adopted 11/8/2021

Amended on 1/24/2022

[Further amended on 11/06/2023]

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/24/2025
Item No.: 5.c.

Department Approval

Janice Gundlaech

City Manager Approval

Laura J. Traeger

Item Description: Discuss a one-time request by Twin Cities Habitat for Humanity to alter when the REDA's monetary contribution is made related to a land trust property acquisition.

1
2 **Background**

3 Twin Cities Habitat for Humanity (TCHFH) has a purchase agreement with Covenant Church to acquire
4 land the church recently subdivided and offered for sale (see Attachment 1). The land is zoned low to
5 medium density residential, which, based on the size of the parcel, could accommodate three, new-
6 construction homes within the Land Trust Program/Partnership the REDA has with TCHFH.

7 Originally, the grant that was applied for and received from Ramsey County was going to be used to
8 acquire the property. At the time the grant request was made, staff and TCHFH were under the
9 impression acquisition alone would not trigger prevailing wage requirements. However, upon review of
10 the grant agreement and seeking further clarification from the County, they have concluded prevailing
11 wages will apply. After discussions with TCHFH, they have indicated they would not be able to meet the
12 prevailing wage requirement for the construction of only three homes. And while this would normally not
13 be problematic as the grant funds could be administered via Down Payment Assistance (DPA), the
14 homes can not be constructed within the timeline the grant funds must be expended.

15
16 For these reasons, TCHFH is requesting the REDA consider providing \$197,000 in upfront funds to
17 acquire the land. This would be a one-time request and not otherwise change the already established
18 guidelines of the REDA and TCHFH partnership.

19
20 This acquisition would accommodate development of 3 homes (one twin & one single) and while our
21 partnership with Habitat supports a city contribution of \$80,000/unit (or \$240,000 for 3 units), Habitat can
22 achieve affordability with a city contribution of less than customary at \$197,000 or \$65,667 per
23 home. Staff is bringing this request forward as this acquisition is unique due to the fact that it's for vacant
24 land, its location is conducive to housing Habitat wishes to develop, the underlying zoning of the parcel
25 and surrounding parcels provide a synergy that doesn't exist with typical scattered site acquisitions, and
26 the visions of the seller and buyer are aligned. This would also be the first opportunity to provide an
27 affordable homeownership opportunity within the Mounds View School District.

28
29 If the REDA is agreeable to providing one-time, up-front funding for this land acquisition, as opposed to
30 funding at the time a family closes on a home, a discussion about what funds to use is necessary. At
31 the time this program was created, the REDA agreed to fund the properties using four different types of
32 funds: fund 720 (Housing Replacement), fund 721 (CDBG), affordable housing TIF, and ARPA. Up until
33 now, these funds or other grants have been sufficient funding for the homes acquired through our
34 partnership. However, based on properties already in the pipeline and not being able to be funded with
35 grant funds (either because they were acquired by Habitat before the grants were awarded or because
36 of the prevailing wage issue), the balance in funds 720 and 721 will be extinguished by next summer.
37 There also isn't sufficient affordable housing pooling TIF at this time and ARPA funds have been fully
38 extinguished. If the REDA is in support to provide acquisition funding, staff would seek authorization to

40 use funds from fund 724 (Multi-Family Loan).

41
42 If the REDA wishes to accommodate this request, the reasons and conditions would be memorialized in
43 an agreement that would be brought forward for consideration in January. Jessica Coyle from TCHFH
44 will be at the meeting to address any questions the REDA has with regard to the land purchase
45 assistance.

46 47 **Policy Objectives**

48 The REDA's role is to coordinate and administer housing, economic development and redevelopment
49 efforts for the City of Roseville.

50 51 **Equity Impact Summary**

52 Establishment of the Community Land Trust partnership with TCHFH was in an effort to create and
53 maintain affordable homeownership opportunities, ensuring Roseville offers a wide range of housing
54 types for people at all income levels.

55 56 **Budget Implications**

57 The current cash balances in funds 720 (Housing Replacement), 721 (CDBG), and 724
58 (Multi-Family) are \$241,873, \$235,172, and \$1,044,297 respectively. Beyond this request,
59 TCHFH has acquired six other homes for the Community Land Trust.

60 61 **Staff Recommendations**

62 Provide direction to staff on whether the REDA supports the request from TCHFH to provide one-time
63 upfront costs for a land acquisition.

64 65 **Requested Council Action**

66 Provide direction to staff on whether the REDA supports the request from TCHFH to provide one-time
67 upfront costs for a land acquisition.

70
71
72 **Prepared by:** Jeanne Kelsey, Housing and Community Development Program Manager

Attachments: 1. Map

Subdivided Roseville Covenant Property

Attachment 1



ROSEVILLE

Prepared by:
Community Development Department
Printed: November 17, 2025

Site Location

