

**Crow Wing County HRA Board Meeting**  
**5:00 p.m. Tuesday, April 13<sup>th</sup>, 2021**  
**Remote Meeting via Webex Video/Teleconference**

**Join from your browser:** <https://brainerdhra.my.webex.com/brainerdhra.my/j.php?MTID=m11c7366c3fac47d82fc940d23a10af7d>  
**Join by phone:** 415-655-0001  
**Meeting number (access code):** 182 686 0829  
**Meeting password:**

*"Our mission is to support the creation and preservation of affordable housing, economic development, and redevelopment projects towards a more vibrant Crow Wing County."*

## AGENDA

1. CALL to ORDER
2. ROLL CALL
3. REVIEW and APPROVE MINUTES (Attachment 1).....[p.1](#)
4. REVIEW and ACCEPT FINANCIAL STATEMENTS (Attachment 2).....[p.5](#)
5. UNFINISHED BUSINESS
  - a. Housing Trust Fund Update (Attachment 3).....[p.11](#)
6. NEW BUSINESS
  - a. Approve Purchase and Redevelopment Agreement Between CWC HRA and Level Contracting (Attachment 4).....[p.13](#)
7. REPORTS
  - a. Executive Director (Attachment 5).....[p.37](#)
  - b. Rehab Programs (Attachment 6).....[p.39](#)
  - c. BLAEDC/CREDI
  - d. CWC
8. HRA COMMISSIONER COMMENTS
9. NEXT MEETING AGENDA TOPICS: Tuesday, May 11<sup>th</sup>, 2021
10. ADJOURNMENT

**CWC HRA Commissioners**

Michael Aulie, Chair - District 5 (12-31-21)  
Zach Tabatt, Vice Chair - District 3 (12-31-24)  
Michael Morford, Secretary/Treasurer - District 2 (12-31-23)  
Richard (George) Burton, Commissioner - District 1 (12-31-22)  
Craig Nathan, Commissioner - District 4 (12-31-25)



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## Crow Wing County HRA Board Meeting Minutes

### from Tuesday, March 9<sup>th</sup>, 2021

A regular meeting of the Board of Commissioners of the Housing and Redevelopment Authority (HRA) in and for the County of Crow Wing, Minnesota, was held via Webex video/teleconference at 5:00 p.m., Tuesday, March 9<sup>th</sup>, 2021.

1. **CALL TO ORDER:** Chair Michael Aulie called the meeting to order at 5:01 p.m.
2. **ROLL CALL:** Present: Commissioners Craig Nathan, Michael Aulie, Zach Tabatt, and Richard (George) Burton. Absent: Michael Morford

Others present: Executive Director Eric Charpentier, Finance Director Karen Young, Executive Assistant LeAnn Goltz, Rehab Coordinator John Schommer; Debbie Erickson with Crow Wing County; and Mary Reedy with CliftonLarsonAllen.

3. **PRESENTATION:** Mary Reedy with CliftonLarsonAllen presented the 2020 Crow Wing County HRA Audit. She reported that it was an unmodified, clean audit with no compliance issues or findings.
4. **REVIEW and APPROVE MINUTES:**

Moved and seconded by Commissioners Tabatt and Nathan to approve the minutes from February 9<sup>th</sup>, 2021. Through a roll call vote, all commissioners were in favor and none were opposed. The minutes were approved.

5. **REVIEW and ACCEPT FINANCIAL STATEMENTS:** Payments were issued in February to BLAEDC (\$87,000) and CREDI (\$25,000) for a total of \$112,000 per the Agreements for Professional Services for 2020.

Commissioner Burton moved to accept the February financial statements as submitted with a second from Commissioner Nathan. Upon roll call, all commissioners voted in favor and none were opposed. The motion passed.

#### 2020 Audit

Auditors from CliftonLarsonAllen (CLA) completed the 2020 audit, which was sent separately. Commissioner Burton noted an error on page 1 of the audit that lists his position as vice chair. He requested that it be corrected to show his position as commissioner.

Moved by Commissioner Nathan and seconded by Commissioner Tabatt to accept the 2020 audited financial statements as amended. Upon roll call, all commissioners voted in favor and none were opposed. The motion passed.

6. **UNFINISHED BUSINESS:**

- a. **Housing Trust Fund (HTF) Update:** Staff received the first draft of the loan agreement, promissory note, and mortgage from Kennedy & Graven for the rehab program for review. The attorneys were very complimentary on the guidelines, procedures, and the ordinance that staff has been working



on for the past few months. They did not have any legal issues with what has been put forward to date. The documentation is very close to being finalized.

Charpentier reached out to the Initiative Foundation (IF) as well as MidMinnesota Federal Credit Union (MMFCU) to inquire as to if one of those organizations would be willing to service the loans of the HTF. IF services the loans for the Brainerd Unified Fund and MMFCU services the loans for Lakes Area Habitat for Humanity. Unfortunately, IF is going to pass on partnering with the HRA at this time. Charpentier is still awaiting word from MMFCU.

John continues to receive inquiries about the rehab program and is still working with the initial borrower that is in the pipeline.

## 7. NEW BUSINESS:

- a. **Consider BLADC and CREDI Agreements for Professional Services:** The 2021 budget approved by the board included using levy dollars for funding economic development and redevelopment services of \$87,000 to the Brainerd Lakes Area Economic Development Corporation (BLADC) and \$25,000 to Cuyuna Range Economic Development Inc. (CREDI). As such, staff worked with Tyler Glynn from BLADC to update the previous draft Agreements for Professional Services for both organizations with some added language to Section 5.

All of the funds provided to BLADC and CREDI from the CWC HRA must be used on eligible activities per the HRA statute, which was a significant factor in drafting the agreements. Monthly reports on activities and progress will be provided to the CWC HRA from both organizations and certification that all funds were expended on authorized activities.

Both agreements were provided to the board and upon review, Charpentier noted that Section 5 of the BLADC agreement was incorrect and should have the same language as in the CREDI agreement. He would make that correction before the agreement was executed.

**Moved and seconded by Commissioners Nathan and Burton to approve Resolution No. 2021-02 approving the amended Agreement for Professional Services between the CWC HRA and BLADC. Upon roll call, all commissioners voted in favor and none were opposed. The motion carried.**

**Moved and seconded by Commissioners Nathan and Tabatt to approve Resolution No. 2021-03 approving the Agreement for Professional Services between the CWC HRA and CREDI. Upon roll call, all commissioners voted in favor and none were opposed. The motion carried.**

## 8. REPORTS:

- a. **Executive Director:**

### Tax Forfeited Property Update

Lakes Area Habitat for Humanity (LAHFH) recently provided an update on the progress on two of the tax forfeited lots that they acquired—one in Brainerd (previously sold to Galilee Ministries and assumed by LAHFH) and one lot in Crosby.



The lot in Brainerd has had a permit pulled and they have a partner family identified. Originally purchased by Galilee Ministries and then gifted to LAHFH when they were not able to move their program forward, this property is on Pine Street. LAHFH will be building on the site this year.

LAHFH also had purchased a tax forfeited lot in Crosby. This home has been built and is substantially complete. The house dedication and closing is expected later in March. The owner of the lot next to the build site donated a piece of property adjacent to the lots that LAHFH acquired and with that donation LAHFH was able to split the tax forfeited lots into two buildings sites! They are planning on building a second home in the future at this site. This is a great example of a community partnership along with cooperation from the private sector to get not only one home built on a vacant and tax forfeited lot, but to double that impact with two homes on the property into the future.

#### Development Project Updates

The developer that is interested in the multi-family project in Downtown Brainerd received the market study back and is meeting with his architect on site design and layout. Meanwhile, Charpentier is continuing to compile information for a grant application that will hopefully be submitted in August to help with demolition and infrastructure costs.

John had received interest from a developer on purchasing some tax forfeited lots in Baxter. Unfortunately, due to the Homeowners Association restrictions on these lots, that developer will not be able to move forward with the housing structures that he had wanted to build on those sites. John is continuing to discuss alternative site options with him.

John also recently met with a landowner regarding development opportunities on land in North Brainerd, potentially with an eye towards a multi-family housing development. The land owner and architect are interested looking for potential partners or a developer for this project. Charpentier is going to schedule a meeting with the land owner and the City to help to move the process forward.

b. **Brainerd HRA/Rehab Programs:** Updates on the rehab programs as well as the Brainerd Oaks/Serene Pines Developments were provided to the board.

#### NE Brainerd SCDP

Address	Owner	Type of Rehab	Units	Status
707 Laurel St.	Knotty Pine Bakery	Commercial	1	Complete
707 Laurel St.	Sarah H.S.	Mixed-use	9	Substantially Complete
212 1 <sup>st</sup> Ave. NE	Andrea B.	Owner-occupied	1	Complete
612 2 <sup>nd</sup> Ave. NE	Kelly R.	Owner-occupied	1	Complete
201 & 203 B St.	Travis B.	Rental	2	In Construction
726 4 <sup>th</sup> Ave. NE	John G.	Rental	3	Backed Out
215 Gillis Ave. NE	Cheri S.	Owner-occupied	1	In Construction
414 3 <sup>rd</sup> Ave. NE	Select Rental Properties	Rental	1	In Construction
206 Gillis Ave. NE	Herbert & Robin J.	Owner-occupied	1	In Construction
721 2 <sup>nd</sup> Ave. NE	Darin K.	Owner-occupied	1	In Construction
315 4 <sup>th</sup> Ave. NE	Wayne A.	Rental	3	Application Phase



Emily SCDP

- » 7 owner-occupied projects are complete
- » 1 project is in construction

MHFA

- » 1 project is in construction
- » 1 project is in the inspection phase
- » 1 application is in process

Brainerd Oaks/Serene Pines/Dalmar Estates

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	47	44	3	8
Serene Pines	23	14	12	1	3
Dalmar Estates	7	1	1	0	0

Garrison and Jenkins SCDP Applications

The SCDP applications for Garrison and Jenkins will be submitted this week and are due on Friday, March 12<sup>th</sup>. Each application contained five units of owner-occupied rehab and two units of commercial rehab. Applicants should find out if they get funded in May or June.

- c. **BLAEDC/CREDI:** Nothing to report.
- d. **CWC:** Erickson provided updates on current initiatives including COVID-19 vaccine clinics, property tax statements, and the potential for another \$12 billion in CARES Act funding.
9. **HRA COMMISSIONER COMMENTS:** Nothing to report.
10. **NEXT MEETING AGENDA TOPICS:** Staff to determine as needed.
11. **ADJOURNMENT:**

Commissioner Burton moved to adjourn the meeting. Commissioner Tabatt seconded the motion. The motion was approved and the meeting was adjourned at 5:59 p.m.





## Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Karen Young, Finance Director  
Date: April 6, 2021  
Re: Review & Accept Financial Statements

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Please find the attached financial information for March 2021.

### **March Payments**

There are a couple of payments that I would like to highlight for the board. We refunded a \$1,000 tax forfeit property maintenance and holding cost payment from a developer, as the project did not proceed forward. We also paid for National Development Corporation (NDC) training for John, which will be reimbursed from Minnesota Housing Partnership (MHP) upon completion as part of our technical assistance that we received from their organization.

### **Level Contracting Closing**

Reflected in the March financial statements is the closing that took place for the purchase of the two lots at Brainerd Oaks and one lot at Serene Pines for a total of \$25,270.38, as approved at the February meeting. Of this, \$6,900 went to the City of Brainerd for SAC/WAC/Park Fees and \$16,231.78 went to the City in lieu of assessments. We were reimbursed for direct costs of \$1,846.10.

**Action Requested: Accept the March financial statements as submitted.**



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**Crow Wing County  
CWC HRA Combined Balance Sheet  
March, 2021**

**Cumulative**

**ASSETS**

550-000-1129.210 Cash Gen Fund	84,691.35
550-001-1129.210 Cash CWC SCDP	68,281.57
551-002-1129.210 Cash RLF TIF	371,807.52
556-000-1129.210 Cash Development Fund	1,738.80
557-000-1129.210 Cash Tax Forf Property	-4,946.27
558-000-1129.210 Cash HTF	494,169.88
551-002-1141.000 Loans Rec RLF TIF	47,926.47
556-000-1450.000 Land Held for Resale	417,149.50
<b>TOTAL ASSETS</b>	<b><u>1,480,818.82</u></b>

**LIABILITIES**

550-000-2112.000 A/P Other	-225.00
556-000-2600.000 Def Inflow of Res - Dev	<u>-417,149.50</u>
<b>TOTAL LIABILITIES</b>	<b><u>-417,374.50</u></b>

**SURPLUS**

550-000-2700-000 Net Income	48,110.06
550-000-2806.000 Retained Earnings	<u>-1,111,554.38</u>
<b>TOTAL SURPLUS</b>	<b><u>-1,063,444.32</u></b>

**TOTAL LIABILITIES & SURPLUS**

Proof	0.00
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Date: 4/7/2021  
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roberta

**Crow Wing County  
CWC HRA Combined Operating Stmt  
March, 2021**

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	<b>Current Period</b>	<b>Current Year</b>	<b>Year To Date</b>	<b>Budget</b>	<b>Variance</b>
<b>INCOME</b>					
550-000-3610.000 Investment Earnings	-4.82	-14.86	-125.01	110.15	
550-000-3690.000 Other Revenue	0.00	0.00	-6,750.00	6,750.00	
551-002-3610.000 RLF TIF Interest Rev	-228.92	-752.89	-1,140.00	387.11	
556-000-3696.000 Development Revenue	-25,163.08	-25,163.08	-47,799.99	22,636.91	
557-000-3696.000 TFP Revenue	0.00	-500.00	-2,499.99	1,999.99	
<b>TOTAL INCOME</b>	<b>-25,396.82</b>	<b>-26,430.83</b>	<b>-58,314.99</b>	<b>31,884.16</b>	
<b>EXPENSE</b>					
550-000-4110.000 Administrative Salaries	225.00	825.00	1,125.00	-300.00	
550-000-4130.000 Legal	2,822.00	2,886.00	2,499.99	386.01	
550-000-4140.000 Staff Training	1,140.00	1,140.00	1,325.01	-185.01	
550-000-4150.000 Travel	0.00	0.00	62.49	-62.49	
550-000-4171.000 Auditing Fees	6,142.50	6,142.50	7,000.00	-857.50	
550-000-4172.000 Management Fees	12,500.00	37,500.00	37,500.00	0.00	
550-000-4190.000 Other Administrative	0.00	0.00	50.01	-50.01	
550-000-4500.000 TIF Expense	0.00	30.00	150.00	-120.00	
550-000-4510.000 Insurance	0.00	2,530.00	525.00	2,005.00	
550-000-4540.000 Employer FICA	17.19	63.11	87.51	-24.40	
550-000-4590.000 Other General Expense	0.00	0.00	34,500.00	-34,500.00	
550-001-4600.000 CWC SCDP Expense	0.00	0.00	6,750.00	-6,750.00	
556-000-4600.000 Development Expense	23,424.28	23,424.28	47,799.99	-24,375.71	
557-000-4600.000 TFP Expense	0.00	0.00	2,499.99	-2,499.99	
<b>TOTAL EXPENSE</b>	<b>46,270.97</b>	<b>74,540.89</b>	<b>141,874.99</b>	<b>-67,334.10</b>	
<b>NET INCOME(-) OR LOSS</b>	<b>20,874.15</b>	<b>48,110.06</b>	<b>83,560.00</b>	<b>-35,449.94</b>	



**Crow Wing County HRA**  
**March 2021 Payments**

Payment Number	Payment Date	Vendor	Description	Check Amount
23838	3/11/2021	Bergen Financial Markets LLC	Tax Forfeit Holding Fee	\$1,000.00
23844	3/11/2021	CliftonLarsonAllen LLP	2020 Audit	\$6,142.50
23873	3/25/2021	Bremer Bank Credit Card	NDC Training	\$1,140.00
23879	3/25/2021	Kennedy & Graven, Chartered	HTF Mortgage & Loan Agreement	\$2,822.00
<b>Total</b>				<b>\$11,104.50</b>



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## Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: April 13, 2021  
Re: Housing Trust Fund Update

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We have sent our edits back to our legal team for final review on our documentation for the rehab program and we are excited to get this process finalized.

MidMinnesota Federal Credit Union is still reviewing our program and we have set a date of April 9<sup>th</sup> to follow up on next steps and to see if they are still interested in pursuing a partnership and servicing these loans.

We have one application that was submitted to us for rental rehab. We are waiting on some updated financial information from the owner before we can start processing this application. We anticipate having the information very soon.

I will be giving a general update to the Committee of the Whole on April 20<sup>th</sup> to provide information to our commissioners on the status of the HTF and share our progress as we move towards getting funds out into the community.

**No Action Needed: For Informational Purposes Only**



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## Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: John Schommer, Rehab Coordinator  
Date: April 13, 2021  
Re: Approve Purchase and Redevelopment Agreement Between CWC HRA and Level Contracting

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Level Contracting LLC would like to purchase four lots in Brainerd Oaks for a total purchase price of \$19,687.17. Attorney Martha Ingram from Kennedy & Graven drafted the Purchase and Redevelopment Agreement and corresponding resolution (see Attachments 4a and 4b).

**Action Requested: Approve Resolution No. 2021-04, Approving the Purchase and Redevelopment Agreement between the Housing and Redevelopment Authority in and for the County of Crow Wing and Level Contracting LLC.**



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## PURCHASE AND REDEVELOPMENT AGREEMENT

Lots 25 and 26, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota  
Lots 12 and 13, Block 2, BRAINERD OAKS, Crow Wing County, Minnesota

1. **Parties.** This Purchase and Redevelopment Agreement (the “Agreement”) is made as of April 13, 2021 between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING, a public body corporate and politic under the laws of Minnesota having its office located at 324 East River Road, Brainerd MN 56401 (the “Seller”), and LEVEL CONTRACTING, LLC, a Minnesota limited liability company, having its principal office at 3495 Northdale Blvd. NW, Suite 200, Coon Rapids, MN 55448 (the “Buyer”).
2. **Offer/Acceptance.** Buyer offers to purchase and Seller agrees to sell real property in Crow Wing County, Minnesota, legally described as follows (the “Property”):

Lots 25 and 26, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota; and Lots 12 and 13, Block 2, BRAINERD OAKS, Crow Wing County, Minnesota.

Check here if part or all of the land is Registered (Torrens)
3. **Acceptance Deadline.** This offer to purchase, unless accepted sooner, shall be null and void at 4:30 p.m. on April 14, 2021. (*1 day from date of this Agreement*)
4. **Price and Terms.** The price for the Property is \$19,687.17 (“Purchase Price”), allocated to each lot of the Property as shown on Exhibit A, which Buyer shall pay in full by certified check or wire transfer on the Date of Closing; provided, however, that Earnest Money (as defined in the Master Agreement described in paragraph 6), if available, shall first be applied to pay the Purchase Price. The “Date of Closing” shall be no later than April 30, 2021.
5. **Personal Property Included in Sale.** There are no items of personal property or fixtures owned by Seller and currently located on the Property for purposes of this sale.
6. **Deed.** Upon performance by Buyer, Seller shall deliver a quit claim deed conveying title to the Property to Buyer, in substantially the form attached as Exhibit B, subject to the conditions subsequent required by Sections 15, 16, and 17 of this Agreement (the “Deed”),

and further subject to the terms and conditions of the Master Purchase and Redevelopment Contract between the Seller and Paxmar-Brainerd, LLC dated as of September 13, 2016, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as document no.A-886215, as amended by a First Amendment thereto dated November 8, 2016 and a Second Amendment thereto dated as of March 14, 2017, and Assignment of Master Purchase and Development Agreement dated October 8, 2019 (hereafter collectively referred to as the “Master Agreement”).

**7. Real Estate Taxes and Special Assessments.**

- A. Seller shall pay, at or before closing, all real estate taxes due and payable in 2020 and prior years. Real estate taxes for taxes payable year 2021 are exempt.
- B. Seller represents that there are no special assessments payable or pending as of the date of this Agreement. If a special assessment becomes pending after the date of this Agreement and before the Date of Closing, Buyer may, as Buyer's option:
  - (1) Assume payment of the pending special assessment without adjustment to the purchase agreement price of the property; or
  - (2) Require Seller to pay the pending special assessment and Buyer shall pay a commensurate increase in the purchase price of the Property, which increase shall be the same as the estimated amount of the assessment; or
  - (3) Declare this Agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer.

**8. Closing Costs and Related Items.** The Buyer will pay: (a) one-half the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement; (b) fees for title evidence obtained by Buyer; (c) the recording fees for this Agreement and for the Deed transferring title to Buyer; and (d) any transfer taxes. Seller will pay all other fees normally paid by sellers, including (a) Well Disclosure fees required to enable Buyer to record its deed from Seller under this Agreement, (b) one-half the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement, and (c) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees. The Purchase Price shall be allocated and disbursed as provided in Sections 3.2 (b) and (c) of the Master Agreement.

**9. Sewer and Water.** Seller warrants that city sewer is available at the Property line, and that city water is available in the right of way adjacent to the Property. Seller makes no warranty regarding the conditions of any existing water stub from the main to the Property line. Seller advises Buyer to inspect the condition of the water stub.

**10. Condition of Property.** Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property “AS IS.” Buyer has

the right, at its own expense to take soil samples for the purpose of determining if the soil is suitable for construction of the dwelling described in section 14 below. If the soil is determined to be unacceptable the Buyer may rescind this agreement by written notice to the Seller, in which case the agreement shall be null and void. Seller makes no warranties as to the condition of the Property.

**11. Marketability of Title.** As soon as reasonably possible after execution of this Agreement by both parties:

- A. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or to Legacy Title, Buyer's designated title service provider; and
- B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 30 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

**12. Title Clearance and Remedies.** If Seller shall fail to have title objections timely removed, the Buyer may, at its sole election: (a) terminate this Agreement without any liability on its part; or (b) take title to the Property subject to such objections.

If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:

- A. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
- B. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

- C. Seek damages from Seller including costs and reasonable attorney's fees;
- D. Seek specific performance within six months after such right of action arises.

**13. Well Disclosure.** Seller's knowledge of wells is as follows:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the Property have not changed since the last previously filed well disclosure certificate.

**14. Individual Sewage Treatment System Disclosure and Methamphetamine Disclosure.**

Seller certifies that there is no individual sewage treatment system on or serving the Property. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

**15. Construction and Sale of Dwelling.** Buyer agrees that it will construct a new single family dwelling on each lot of the Property (each a "Lot"), intended for sale to a person or persons for residential occupancy (an "Owner Occupant"). This covenant shall survive the delivery of the Deed.

- A. Each single family dwelling described in this Section is referred to as the "Minimum Improvements."
- B. The Minimum Improvements shall consist of a new single family dwelling, and shall be constructed substantially in accordance with the Declaration of Covenants, Easements and Restrictions of record and applicable to each Lot, provided that approval of the building plans for such Minimum Improvements shall be evidenced by the issuance by the City of Brainerd of a building permit for the Minimum Improvements.
- C. Construction of the Minimum Improvements on each Lot must be substantially completed by one year from the Date of Closing. Construction of the Minimum Improvements on each Lot will be considered substantially complete when the final certificate of occupancy has been issued by the City of Brainerd building official.
- D. Promptly after substantial completion of the Minimum Improvements on each Lot in accordance with those provisions of this Agreement relating solely to the obligations of the Buyer to construct such Minimum Improvements (including the date for completion thereof), the Seller will furnish the Buyer with a Certificate of Completion, in the form attached hereto as Exhibit C, for the Minimum Improvements on such Lot. Such certification by the Seller shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Master Agreement, in this Agreement and in the Deed with respect to the obligations of the Buyer and its successors and assigns, to construct the Minimum Improvements on the applicable Lot and the dates for completion thereof.

The certificates provided for in this Section of this Agreement shall be in such form as will enable them to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Seller shall, within thirty (30) days after written request by the Buyer, provide the Buyer with a written statement, indicating in adequate detail in what respects the Buyer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Seller for the Buyer to take or perform in order to obtain such certification.

E. The Buyer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements on each Lot:

(1) Except for any agreement for sale to an Owner Occupant, the Buyer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of the Seller's board of commissioners. Notwithstanding the foregoing, Developer may transfer or assign a Lot to a third-party builder for the purpose of construction of the Minimum Improvements on that Lot without the prior written consent of the Authority; provided that if Developer effects a such a Transfer to a third-party builder, Developer shall remain bound by all obligations with respect to the Property under this Agreement and the Master Agreement.

(2) If the Buyer seeks to effect a Transfer of any Lot with respect to this Agreement prior to issuance of the Certificate of Completion for that Lot, the Seller shall be entitled to require as conditions to such Transfer that:

(i) any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Seller, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Buyer as to the portion of the Property to be transferred; and

(ii) Any proposed transferee, by instrument in writing satisfactory to the Seller and in form recordable in the public land records of Crow Wing County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of the Seller, have expressly assumed all of the obligations of the Buyer under this Agreement as to the portion of the Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Buyer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by

the Seller) deprive the Seller of any rights or remedies or controls with respect to the Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the Seller of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property that the Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by the Seller to the contrary, no such transfer or approval by the Seller thereof shall be deemed to relieve the Buyer, or any other party bound in any way by this Agreement or otherwise with respect to the Property, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Property governed by this subsection E. shall be in a form reasonably satisfactory to the Seller.

(3) If the conditions described in paragraph (2) above are satisfied then the Transfer will be approved and the Buyer shall be released from its obligation under this Agreement, as to the portion of the Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (3) apply to all subsequent transferors.

(4) Upon issuance of the Certificate of Completion for a Lot, the Buyer may Transfer such Lot and/or the Buyer's rights and obligations under this Agreement with respect to such Lot without the prior written consent of the Seller.

F. The Buyer, and its successors and assigns, agree that they (a) will use the Minimum Improvements only as a single family dwelling, and in the case of an Owner Occupant, will occupy the Property as a residence, (b) will not seek exemption from real estate taxes on the Property under State law, and (c) will not transfer or permit transfer of the Property to any entity whose ownership or operation of the Property would result in the Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the City of Brainerd or Seller in accordance with this Agreement). **The covenants in this paragraph run with the land, survive both delivery of the Deed and issuance of the Certificate of Completion for the Minimum Improvements on each Lot, and shall remain in effect for ten years after the Date of Closing.**

**16. Revesting Title in Seller upon Happening of Event Subsequent to Conveyance to Buyer.**  
In the event that subsequent to conveyance of the Property or any part thereof to the Buyer

and prior to receipt by the Buyer of the Certificate of Completion for the Minimum Improvements on any Lot, the Buyer, subject to Unavoidable Delays (as hereafter defined), fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand from the Seller to the Buyer to do so, then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Buyer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of the Buyer and failure on the part of the Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall revert to the Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

Notwithstanding anything to the contrary contained in this Section, the Seller shall have no right to reenter or retake title to and possession of a portion of the Property for which a Certificate of Completion has been issued.

For the purposes of this Agreement, the term "Unavoidable Delays" means delays beyond the reasonable control of the Buyer as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in the Buyer's obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under this section of this Agreement.

**17. Resale of Reacquired Property; Disposition of Proceeds.** Upon the revesting in the Seller of title to and/or possession of the Property or any part thereof as provided in Section 16, the Seller shall apply the purchase price paid by the Buyer under Section 4 of this Agreement as follows:

A. First, to reimburse the Seller for all costs and expenses incurred by the Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by

the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Seller assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Minimum Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Seller by the Buyer and its successor or transferee; and

B. Second, to reimburse the Buyer for the balance of the purchase price remaining after the reimbursements specified in paragraph (a) above. Such reimbursement shall be paid to the Buyer upon delivery of an executed, recordable warranty deed to the Property by the Buyer to the Seller.

**18. Time is of the essence for all provisions of this Agreement.**

**19. Notices.** All notices required herein shall be in writing and delivered personally or mailed to the address shown at paragraph 1 above and, if mailed, are effective as of the date of mailing.

**20. Minnesota Law.** This Agreement shall be governed by the laws of the State of Minnesota.

**21. Specific Performance.** This Agreement may be specifically enforced by the parties, provided that an action is brought within one year of the date of alleged breach of this Agreement.

**22. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Seller or Buyer 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 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.

**23. No Merger of Representations, Warranties.** All representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

**24. Recording.** This Agreement shall be filed of record with the Crow Wing County Registrar of Titles or Office of Recorder, as the case may be. Buyer shall pay all recording costs.

**25. No Broker Involved.** The Seller and represent and warrant to each other that there is no broker involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission. Buyer agrees to indemnify Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the

Property arising out of any alleged agreement or commitment or negotiation by Buyer, and Seller agrees to indemnify Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.

In witness of the foregoing, the parties have executed this agreement on the year and date written above.

**SELLER: HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING**

By: \_\_\_\_\_  
Its Chair

By: \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA  
} ss.  
COUNTY OF CROW WING

The foregoing was acknowledged before me this \_\_\_\_\_ day of April 2021, by Michael Aulie and Eric Charpentier, the Chair and Executive Director of Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

---

Notary Public

**BUYER: LEVEL CONTRACTING, LLC**

By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA  
} ss.  
COUNTY OF Crow Wing

The foregoing was acknowledged before me this \_\_\_\_\_ day of April 2021, by Monty Jensen,  
the \_\_\_\_\_ of Level Contracting, LLC, a Minnesota limited liability  
company, on behalf of the company.

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Notary Public

This document drafted by:

Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402

## EXHIBIT A

### ALLOCATION OF PURCHASE PRICE BY LOT

Legal Description	PID	Price
<b>Lot 25, Block 5, BRAINERD OAKS</b>	41290536	\$4,581.74
<b>Lot 26, Block 5, BRAINERD OAKS</b>	41290535	\$4,366.97
<b>Lot 12, Block 2, BRAINERD OAKS</b>	41290583	\$5,154.46
<b>Lot 13, Block 2, BRAINERD OAKS</b>	41290582	\$5,584.00
<b>Total</b>		\$19,687.17

**EXHIBIT B**  
**FORM OF QUIT CLAIM DEED**

**Deed Tax Due: \$\_\_\_\_\_**

**ECRV: \_\_\_\_\_**

THIS INDENTURE, between the Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic (the "Grantor"), and Level Contracting, LLC, a Minnesota limited liability company (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of \$19,687.17 and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to the Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Crow Wing and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

*Check here if part or all of the land is Registered (Torrens)*

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging.

**SECTION 1.**

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement recorded with the Crow Wing County Recorder on March 17, 2017 as Document No. A-886215, entered into between the Grantor and Paxmar-Brainerd, LLC, on the 13th of September, 2016, identified as "Master Purchase and Redevelopment Agreement" as amended by a First Amendment thereto dated November 8, 2016, and a Second Amendment thereto dated as of March 14, 2017, and an Assignment and Assumption of Master Purchase and Development Agreement, dated October 8, 2019 (hereafter collectively referred to as the "Master Agreement") and of an agreement entered into between the Grantor and Grantee on the 13th of April, 2021, recorded herewith and identified as "Purchase and Redevelopment Agreement" (herein referred to as the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a certificate of completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder, or Registrar of Titles, Crow Wing County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

## SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Sections 15, 16 and 17 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement.

## SECTION 3.

**The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall comply with Section 15F of the Agreement for a period of ten years after the date hereof.**

**It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.**

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose

benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any right to re-enter the Property or revest in the Grantor the estate conveyed by this Deed, or any part thereof, on grounds of Grantee's failure to comply with its obligations under this Section 3.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its Chair and Executive Director, this \_\_\_\_\_ day of April, 2021.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

HOUSING AND REDEVELOPMENT  
AUTHORITY IN AND FOR THE COUNTY OF  
CROW WING

By \_\_\_\_\_

Its Chair

By \_\_\_\_\_

Its Executive Director

STATE OF MINNESOTA )  
                         ) ss  
COUNTY OF CROW WING)

On this \_\_\_\_ day of April, 2021, before me, a notary public within and for Crow Wing County, personally appeared Michael Aulie and Eric Charpentier to me personally known who by me duly sworn, did say that they are the Chair and Executive Director of the Housing and Redevelopment Authority in and for the County of Crow Wing (the "Authority") named in the foregoing instrument; that said instrument was signed on behalf of said Authority pursuant to a resolution of its governing body; and said Michael Aulie and Erick Charpentier acknowledged said instrument to be the free act and deed of said Authority.

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Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:

Level Contracting, LLC  
3495 Northdale Blvd. NW, Suite 200  
Coon Rapids, MN 55448

**EXHIBIT C**  
**TO**

**PURCHASE AND REDEVELOPMENT AGREEMENT**  
**FORM OF CERTIFICATE OF COMPLETION**

WHEREAS, the Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic (the "Grantor"), conveyed land in Crow Wing County, Minnesota to Level Contracting, LLC, a Minnesota limited liability company (the "Grantee"), by a Deed recorded in the Office of the County Recorder in and for the County of Crow Wing and State of Minnesota, as Document Number \_\_\_\_\_;  
and

WHEREAS, said Deed contained certain covenants and restrictions set forth in Sections 1 and 2 of said Deed; and

WHEREAS, said Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in said Deed and the agreements and covenants in Sections 15A and 15B of the Agreement (as described in said Deed) have been performed by the Grantee therein, and the County Recorder [and the Registrar of Titles] in and for the County of Crow Wing and State of Minnesota are hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of Sections 15A and 15B of the Agreement and the covenants and restrictions set forth in Sections 1 and 2 of said Deed; provided that the covenants set forth in Sections 15F of the Agreement, and in Section 3 of the Deed, remain in full force and effect through the period stated thereon.

Dated: \_\_\_\_\_, 20\_\_\_\_.

**HOUSING AND REDEVELOPMENT  
AUTHORITY IN AND FOR THE COUNTY OF  
CROW WING**

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF CROW WING )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the Chair and Executive Director, respectively, of the Housing and Redevelopment Authority in and for the County of Crow Wing, on behalf of the authority.

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## Notary Public

This document drafted by:  
KENNEDY & GRAVEN, CHARTERED  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

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HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE COUNTY OF CROW WING

## RESOLUTION NO. 2021-04

RESOLUTION APPROVING A PURCHASE AND REDEVELOPMENT  
CONTRACT BETWEEN THE HOUSING AND REDEVELOPMENT  
AUTHORITY IN AND FOR THE COUNTY OF CROW WING AND LEVEL  
CONTRACTING, LLC.

BE IT RESOLVED By the Board of Commissioners ("Board") of the Housing and Redevelopment Authority in and for the County of Crow Wing ("Authority") as follows:

**Section 1. Recitals.**

1.01. The Authority has determined a need to exercise the powers of a housing and redevelopment authority, pursuant to Minnesota Statutes, Sections 469.001 to 469.047 ("HRA Act"), and has established its Redevelopment Project No. 1 (the "Project") within Crow Wing County (the "County"), and has developed a Redevelopment Plan governing certain of its anticipated activities in the City of Brainerd (the "City") located within the Project, which was approved by the City on September 6, 2016 after a duly noticed public hearing, pursuant to Section 469.028 of the HRA Act.

1.02. The Authority and Paxmar-Brainerd, LLC ("Paxmar") entered into a Master Purchase and Redevelopment Contract, recorded in the office of the Crow Wing County Recorder as Document No. A886215, as amended by a First Amendment thereto dated as of November 16, 2016 and recorded as Document No. A886216 and a Second Amendment thereto dated as of March 14, 2017, recorded as Document No. A886217 (as so amended, the "Master Contract"), setting forth the terms and conditions of sale and redevelopment of certain property within the City and Project, currently owned by the County, located in the subdivisions known as Brainerd Oaks, Serene Pines, and Dal Mar Estates (the "Property"). By resolutions adopted on July 7, 2016 and July 12, 2016, the County approved the conveyance of the Property to the Authority, and the Authority accepted acquisition of the Property from the County.

1.03 Paxmar's interest in the Master Contract was assigned to Level Contracting, LLC, a Minnesota limited liability company (hereinafter "Buyer") by an Assignment and Assumption of Master Purchase and Development Agreement, dated October 8, 2019, and the Authority ratified its consent to the Assignment on October 8, 2019.

1.04. Pursuant to the Master Contract, the Buyer will acquire the Property in phases, pursuant to separate purchase and redevelopment agreements conforming to the Master Contract, and will construct single-family homes intended for owner occupancy, subject further to the Redevelopment Plan and to the City's zoning and building codes and policies.

1.05. The Planning Commission of the City reviewed the Redevelopment Plan and the general terms of the Master Contract on August 17, 2016 and found that the Redevelopment Plan and the conveyance of the Property are consistent with the City's comprehensive plan, in that the



sale of the Property and construction of the single-family homes will further the City's housing goals for this area of the City.

1.06. On August 29, 2016, the Board conducted a duly noticed public hearing regarding the sale of the Property to the Buyer, at which all interested persons were given an opportunity to be heard.

1.07. On September 13, 2016, the Board reviewed the Master Contract and found that the execution thereof and performance of the Authority's obligations thereunder are in the public interest and will further the objectives of its general plan of economic development and redevelopment, because it will further the above-stated housing goals of the City and County and will be consistent with the Redevelopment Plan for the Project.

1.08. The Board has reviewed a new proposed Purchase and Redevelopment Agreement (the "2021B Agreement") related to specific lots to be conveyed to the Buyer in 2021 and described on Exhibit A to this resolution (the "2021B Lots") and finds that conveyance of the 2021B Lots conform to the provisions of the Master Contract and 2021B Agreement and is in the best interest of the City and County, for the reasons stated above.

#### Section 2. Authority Approval; Further Proceedings.

2.01. The 2021B Agreement as presented to the Board, including the sale of the 2021B Lots described therein, is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the Chair and Executive Director, provided that execution of the documents by such officials shall be conclusive evidence of approval.

2.02. The Chair and Executive Director are hereby authorized to execute on behalf of the Authority the 2021B Agreement and any documents referenced therein requiring execution by the Authority, including without limitation any deeds, and to carry out, on behalf of the Authority, its obligations thereunder.

2.03. Authority and City staff are authorized and directed to take all actions to implement the 2021B Agreement.

Approved by the Board of Commissioners of the Housing and Redevelopment Authority in and for the County of Crow Wing this 13th day of April 2021.

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Chair

ATTEST:

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Secretary



EXHIBIT A

2021B LOTS

Lots 25 and 26, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota  
Lots 12 and 13, Block 2, BRAINERD OAKS, Crow Wing County, Minnesota



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## Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: April 13, 2021  
Re: Executive Director Report

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### **Tax Forfeited Property Policy Update**

John assisted an interested party who had questions about our Tax Forfeited Property Policy and was interested in purchasing lots. This individual, after speaking with the County and the HRA, decided to purchase lots over the counter and thus did not need any further help from the HRA.

The City of Brainerd has requested that CWC HRA look into Lot 5 Block 3 of Serene Pines. This lot was not in a tax forfeited status when the development agreement was crafted for Brainerd Oakes, Dal Mar Estates and Serene Pines. This lot has since gone into forfeiture and the City has asked us to inquire with the current developer to see if they would be interested in purchasing this lot for development. We have reached out to Level Contracting and they did express interest in this lot. We are awaiting a formal request and at that time we will work with our attorney to see about the best way to go forward by either amending the development agreement or having this parcel purchased through the tax forfeited policy. We will bring this back to the board when we have more answers.

**Action Requested: No action needed, for informational purposes only**



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## Housing & Redevelopment Authority

To: CWC HRA Board Members  
 From: John Schommer, Rehab Coordinator  
 Date: April 6, 2021  
 Re: Rehab Programs Report

### **NE Brainerd SCDP**

Address	Owner	Type of Rehab	Units	Status
707 Laurel St.	Knotty Pine Bakery	Commercial	1	Complete
707 Laurel St.	Sarah H.S.	Mixed-use	9	Complete
212 1 <sup>st</sup> Ave. NE	Andrea B.	Owner-occupied	1	Complete
612 2 <sup>nd</sup> Ave. NE	Kelly R.	Owner-occupied	1	Complete
201 & 203 B St.	Travis B.	Rental	2	In Construction
215 Gillis Ave. NE	Cheri S.	Owner-occupied	1	In Construction
414 3 <sup>rd</sup> Ave. NE	Select Rental Properties	Rental	1	Complete
206 Gillis Ave. NE	Herbert & Robin J.	Owner-occupied	1	In Construction
721 2 <sup>nd</sup> Ave. NE	Darin K.	Owner-occupied	1	Complete
315 4 <sup>th</sup> Ave. NE	Wayne A.	Rental	3	Application Phase
113 B St. NE	Diana L.	Rental	1	Application Phase
310 1st Ave. NE	Diana L.	Rental	1	Application Phase
503 7th Ave. NE	Diana L.	Rental	1	Application Phase
414 4th Ave. NE	Diana L.	Rental	1	Application Phase

### **Emily SCDP**

- » 7 owner-occupied projects are complete
- » 1 project is in construction
- » 1 application is in process

### **MHFA**

- » 1 project is in construction
- » 1 project is in the inspection phase
- » 1 application is in process

### **Brainerd Oaks/Serene Pines/Dalmar Estates**

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	49	44	3	8
Serene Pines	23	15	12	1	3
Dalmar Estates	7	1	1	0	0

\*Originally 83 lots, two have been merged/combined into a single parcel.



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