CITY OF SOUTH ST. PAUL
MEETING AGENDA

CITY COUNCIL

Training Room
125 3rd Avenue North
South St. Paul, MN 55075

Monday, July 27, 2026
6:45 PM

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. GENERAL BUSINESS

A. Approve a Purchase Agreement for the Acquisition of Real Property Located at 130 - 134 Hardman Avenue North to Support the Implementation of the Hardman Triangle Redevelopment Master Plan

5. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

DATE:	July 27, 2026
DEPARTMENT:	City Administrator
PREPARED BY:	Ryan Garcia
AGENDA ITEM NUMBER:	4.A.

MEETING TYPE
Special Meeting

AGENDA ITEM
Approve a Purchase Agreement for the Acquisition of Real Property Located at 130 - 134 Hardman Avenue North to Support the Implementation of the Hardman Triangle Redevelopment Master Plan

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve Resolution 2026 – 92, authorizing execution of a purchase agreement with Pao C. Yang and Tia L. Yang for property located at 130 - 134 Hardman Avenue North.

OVERVIEW
This acquisition is essential in order to support the development of public improvements as envisioned in the Hardman Triangle Masterplan and District Stormwater Guide, which was approved by the City Council via Resolution 2025 - 28. Upon acquisition of this property, the City and/or EDA will own approximately 14.5 contiguous areas in the "heart" of the Hardman Triangle Redevelopment Area including the vast majority of the Concord Street and Grand Avenue frontages. This acquisition is critical if the EDA and potential development partners are to advance the implementation of the Hardman Triangle Redevelopment Plan. By failing to act, it is quite likely that implementation of the City's vision for the Hardman Triangle would be deferred for a significant period of time.

Key Considerations
Council is encouraged to review the Agreement in its entirety prior to Monday's meeting, if possible, but Staff provides the following summary of key items of interest to note as the EDA considers the agreement:

- *Acquisition Price:* $3,000,000
- *Contingencies:* The agreement outlines standard contingencies related to title (a commitment has already been reviewed and found to be marketable), soil and other testing. In addition, the agreement requires the Seller to execute a Waiver of Relocation Benefits prior to closing and provides that if the Seller intends to occupy after the closing date that a Lease Agreement must be executed prior to closing. The Seller is also required to remove all personal property from the premises prior to the end of lease term or, if no lease is executed, prior to closing.
- *Closing*: No later than October 30, 2026

- *Property Size*: Approximately 2.56 acres
- *As-Is*: it should be fully understood that the City is acquiring the property "as-is" and accepting those faults, deficiencies, and conditions existing upon the property as of the date of execution of the PA.

SOURCE OF FUNDS

Acquisition for purposes of redevelopment and public infrastructure to support redevelopment is an eligible expense in the Concord Street Redevelopment Project Area and funded partially with retained/pooled increment within the Concord Street Tax Increment Finance (TIF) District Fund. In addition, the EDA manages a Redevelopment Fund (Fund 20284) which has been established and partially funded (see Resolutions 2024 – 1, 2024 – 2, 2024 – 3, and 2024 – 4) for the purposes of supporting the City's 2022 Economic Development Strategy, which identifies the implementation of the Hardman Triangle Redevelopment Plan as a key Economic Development Policy Goal.

ATTACHMENTS

1. Purchase Agreement - City SSP - Yang (130 - 134 Hardman Ave N)
2. Resolution 2026 - 92

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this __ day of ___________________, 2026 (the "Effective Date") between Pao C. Yang and Tia L. Yang, husband and wife ("Seller"), and the City of South St. Paul, a Minnesota municipal corporation ("Buyer").

WHEREAS, Seller is the fee owner of certain real property legally described on Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Buyer has agreed to buy from Seller, and Seller has agreed to sell to the Buyer, the Property pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and the Buyer hereby agree as follows:

1. Sale of Property. Subject to compliance with the terms of this Agreement, Seller agrees to sell to the Buyer, and the Buyer agrees to buy from Seller, the following property (collectively, "Property"):

> The Property together with (i) all improvements located on the Property ("Improvements"), and (ii) all easements and rights benefiting or appurtenant to the Property, including Seller's rights in any vacated or existing public rights of way abutting the property ("Appurtenances") (collectively the Property, Improvements and Appurtenances shall be called the "Property"), subject only to Permitted Encumbrances.

2. Purchase Price. The "Purchase Price" for the Property shall be the sum of Three Million and 00/100s ($3,000,000.00) to be paid as follows:

   (a) Earnest Money. Twenty Thousand and no/100 Dollars ($20,000.00) by check or certified wire transfer as Earnest Money ("Earnest Money") paid to the Title Company within five (5) business days of the Effective Date of this Agreement; and

   (b) Balance of Purchase Price. The remainder of Two Million Nine Hundred Eighty Thousand and no/100 Dollars ($2,980,000.00) by certified wire transfer on or before the Closing Date.

   (c) Relocation Benefits. Seller is aware of Seller's rights and payments that Seller is eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does include an unallocated sum for Relocation Benefits. At Closing and as a condition precedent to Closing, Seller shall forever waive, release and covenant not to sue the Buyer with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Act or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property as provided in this Purchase Agreement. Seller acknowledges that Seller will make such waiver, release and covenant not to sue of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller is entitled.

Prior to and as a condition of Closing, Seller will be required to sign a Waiver of Relocation Benefits Agreement. Buyer will arrange for a relocation consultant to meet with the Seller prior to Closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible.

3. Buyer's Contingencies. The Buyer's obligations under this Agreement are contingent upon each of the following:

(a) Title. The condition of title shall have been found acceptable to the Buyer, or been made acceptable, in accordance with the requirements and terms of Section 4 below and under the time limitations set forth in Section 4(d).

(b) Testing, Investigation. Buyer shall have the right to enter onto the Property prior to the Closing Date to make such inspections, and conduct soil and other tests, at its own cost, on the Property. In the event the Buyer determines, within 45 days of the Effective Date, in its sole discretion, there exists unacceptable conditions, this Agreement will be null and void and the Earnest Money shall be returned to the Buyer. Seller shall allow the Buyer, and the Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of the Buyer's investigation and testing the same. In performing such investigation and testing, the Buyer shall attempt to minimize any interference with the Property's operation. The Buyer shall pay all costs and expenses of such investigation. The Buyer shall further repair and restore any damage to the Property caused by the Buyer's testing and return the Property to substantially the same condition as existed prior to such entry. The Buyer agrees to indemnify and defend Seller from and to hold Seller harmless against any and all claims, causes of action or expenses, including attorneys' fees, relating to or arising from the Buyer's presence on the Property prior to the Closing Date and to provide Seller with evidence that the Buyer maintains reasonably adequate liability insurance, including contractual liability endorsement or provisions insuring the Buyer's potential liability's under this Section 3.

(c) Document Review. Within fifteen (15) days after the Effective Date, Seller shall make available to the Buyer for copying true and correct copies of all documents reasonably accessible in Seller's possession relating to the Property including test reports, plans, contracts, permits, any engineering reports, any as-built survey of the Property, and certificates of occupancy for the Property for the Buyer's review and analysis, and the Buyer shall have determined, within 45 days of the Effective Date, that it is satisfied with its review and analysis of the documents.

(d) Representations and Warranties. Seller's representations and warranties contained in this Agreement are accurate in all material respects now and will be on the Closing Date as if made on the Closing.

(e) Material Alterations. Seller shall not make any material alterations or improvements to the Property in the period between the Effective Date of this Agreement and the Closing Date.

(f) Unpaid Property Taxes. On or before Closing, Seller has paid all unpaid property taxes and penalties.

(g) Relocation Waiver. Seller shall sign a Waiver of Relocation Benefits Agreement prior to Closing, forever waiving, releasing and affirming a covenant not to sue the Buyer with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Act or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property.

(h) Lease Agreement and Removal of Personal Property. If Seller intends to occupy the Property after the Closing Date, Seller shall execute a Lease Agreement with Buyer ("Lease Agreement') allowing Seller a period of time ("Lease Term") to wind down and/or move Seller's business from the Property. At the end of the Lease Term, Seller shall remove all trade fixtures, furniture, equipment, or other personal property of any kind and nature kept or installed on the Property ("Personal Property"). If Seller does not intend to occupy the Property after the Closing Date, then Seller shall remove all Personal Property on or before the Closing Date.

If any contingency set forth in this Section 3 has not been satisfied within the time frames specifically set forth in each Section 3(a)-(g), then this Agreement may be terminated, at the Buyer's option, by written notice from the Buyer to Seller. Such notice of termination must be given: (i) under Section 3(a) within the time frames set forth in Section 4(d); (ii) under Sections 3(b) and (c) within 45 days of the Effective Date; (iii) under Sections 3(e) and (g), prior to the Closing Date; and (iv) under Section 3(f) and (h) on or before Closing. Upon such termination, the Buyer shall be entitled to return of the Earnest Money, and neither party will have any further rights or obligations regarding this Agreement or the Property. If Buyer fails to provide a notice of termination within the timeframes set forth above, the Earnest Money shall become non-refundable. All the contingencies set forth in this Section 3 are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any contingency by written notice to Seller. Seller agrees to cooperate with and assist the Buyer in attempting to satisfy each of the foregoing contingencies.

4. Title.

(a) Condition of Title. On the Closing Date, Seller shall be required to convey fee title to the Property to the Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances and those exceptions listed in Section 6(a) of this Agreement.

(b) Title Evidence. The Seller shall obtain, at the Seller's expense, within twenty (20) days after the Effective Date of this Agreement a commitment ("Title Commitment") from the Title Company for an Owner's Policy of Title Insurance in the amount of the Purchase Price (all documents included in the Title Commitment shall be considered the "Title Evidence").

(c) Buyer's Objections. Within fifteen (15) days after receiving the last of the Title Commitment, the Buyer will make written objections ("Objections") to the form and/or contents of the Title Evidence. The Buyer's failure to make Objections within such time period will constitute a waiver of objections, except that the Buyer shall not be deemed by virtue of failure to so object to have waived any proper objection relating to any Consensual Lien on the Property. Any matter shown on such Title Evidence and not objected to by the Buyer (other than such Consensual Liens) shall be a "Permitted Encumbrance" hereunder. As used herein "Consensual Lien" means a mechanic's lien or similar lien attached to the Property that Seller has voluntarily placed on the Property through his action or inaction.

(d) Seller Cure Period. If the Buyer notifies Seller of Objections within the time period set forth above, Seller shall have ten (10) days after receipt of the Objections ("Cure Notice Period") to notify the Buyer whether it will cure the Objections. If Seller notifies the Buyer that it will cure the applicable Objection, Seller must use its best efforts to do so within thirty (30) days after Seller notifies the Buyer that it will cure the Objection (the "Cure Period"), during which period the Closing will be postponed as necessary. If the Objections are not cured within the Cure Period or if Seller notifies the Buyer that Seller will not cure an applicable Objection, the Buyer's options will be to do the following: (i) within 10 days of the expiration of the Cure Period or

Cure Notice Period if Seller elects not to cure, terminate this Agreement by written notice to Seller and the Earnest Money shall be returned to the Buyer, or (ii) waive the Objections and proceed to close.

5. Closing. The consummation of the purchase and sale transaction contemplated by this Agreement (the "Closing") shall occur on or before October 30, 2026 (the "Closing Date") at DCA Title, 750 Main Street, Suite 280, Mendota Heights, MN 55118 ("Title Company"). The Closing Date may be extended as agreed to by the Buyer and Seller. Time is of the essence in the Closing of this transaction. Seller shall deliver possession of the Property to the Buyer on the Closing Date, provided that all conditions of this Agreement have been met.

6. Seller's Closing Obligations. On the Closing Date, Seller shall execute and/or deliver to the Buyer the following items which are referred to as "Seller's Closing Documents." Seller's Closing Documents shall be duly executed and, where appropriate, be in recordable form.

(a) Deeds. A warranty deed (the "Warranty Deed") executed by Seller, conveying the Property to the Buyer, shall convey marketable title and be subject only to the following exceptions:

i. Building, zoning and platting laws, ordinances and state and federal regulations;
ii. Reservations of any minerals or mineral rights to the State of Minnesota;
iii. The lien of current taxes not yet due and payable and levied and pending special assessments;
iv. Utility easements, road easements and encroachments existing at the date hereof, which do not interfere with proposed development of the Property; and
v. The Permitted Encumbrances.

(b) Title Policy. A Proforma Title Policy or a suitably marked up Commitment for Title Insurance initialed by Title Company, in the form required by this Agreement.

(c) Seller's Affidavit. An Affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, divorce proceedings, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no unrecorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity (ALTA form) that may be required by Title Company to issue an Owner's Policy of Title Insurance with the standard exceptions waived.

(d) Waiver of Relocation Benefits Agreement. A Waiver of Relocation Benefits Agreement between Seller and Buyer, forever waiving, releasing and affirming a covenant not to sue the Buyer with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Act or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property.

(e) Other Documents. All other documents reasonably determined to be necessary to transfer the Property to the Buyer free and clear of all encumbrances except for the Permitted Encumbrances or as requested by the Title Company.

(f) Lease and Contract Terminations. Evidence of termination of all leases or other occupancy agreements affecting the Property, if any, and evidence of termination of any service and maintenance contracts, equipment leases and other contracts regarding the Property, if any, all in form and substance acceptable to the Buyer, effective as of the Closing Date.

(g) Lease Agreement. If Seller intends to occupy the Property after the Closing Date, Seller shall execute a Lease Agreement on or before Closing Date to allow Seller wind down and/or move the business operations from the Property. The Lease Agreement shall require Seller to remove all Personal Property by the end of the Lease Term.

If Seller does not intend to occupy the Property after the Closing Date, then Seller shall remove all Personal Property on or before the Closing Date.

Further, Seller understands and agrees that any Personal Property not removed by the end of the Lease Term or on or before the Closing Date, whichever case applies, all Personal Property shall be deemed abandoned and Buyer may dispose of it appropriately. Seller agrees that Seller shall be financially responsible for the costs of removal and disposal of any and all Personal Property that is not removed and Buyer shall have all rights and remedies at law and in equity to recover any damages, including reasonable attorney fees and costs, arising from Seller's failure to remove Personal Property.

This Section and provision regarding the removal of Personal Property shall survive Closing.

7. Buyers's Closing Obligations. On the Closing Date, the Buyer will execute and/or deliver to Seller the following, which (in the case of documents) are referred to as the "Buyer's Closing Documents." The Buyer's Closing Documents shall be duly executed and, where appropriate, be in recordable form.

(a) Payment of Purchase Price. The cash portion of the balance of the Purchase Price by wire transfer or other immediately available funds.

(b) Settlement Statement. A settlement statement with respect to this transaction.

(c) Other Documents. Such other documents as may be reasonably required by Title Company to record the Closing Documents and issue the Title Insurance Policy required by this Agreement.

8. Costs and Prorations. Seller and the Buyer agree to the following prorations and allocation of costs regarding this Agreement:

(a) All real estate taxes due and payable in the year of Closing shall be prorated on a daily basis through the Closing Date. The Seller shall pay all real estate taxes and special assessments due and payable in the years prior to the Closing Date.

(b) The Seller shall pay all title charges for the issuance of the Title Commitment.

(c) The Buyer shall pay any Title Policy premium for the owner's policy of title insurance.

(d) The Seller shall pay all costs of recording the Warranty Deed.

(e) The Seller shall pay for the cost of recording any other documents necessary to cure any Objections that Seller has agreed to cure under Section 4(d).

(f) The Seller shall pay the deed tax.

(g) All utility expenses, including water, fuel, gas, electricity, sewer and other services furnished to or provided for the Property, if any, shall be prorated between the Buyer and Seller on a daily basis as of the Closing Date, with the Seller paying those allocable to the period prior to the Closing Date and the Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

(h) All closing fees and costs payable at Closing to the Title Company shall be shared equally between the parties.

(i) Each of the parties will pay its own attorneys' fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees, court costs and any and all other costs incurred by the non-defaulting party to enforce its rights regarding such default. The prevailing party in any action under this Agreement shall be entitled to the recovery of its reasonable attorneys' fees.

9. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date ("Executory Period"), Seller shall operate and maintain the

Property in the ordinary course of business in accordance with prudent, reasonable standards, including maintaining liability insurance in the forms and amounts in place on the Effective Date. Seller shall not execute any contracts, leases or other agreements regarding the Property during the Executory Period that do not terminate on or before the Closing Date, without the written consent of the Buyer, which consent may be withheld by the Buyer in its sole discretion.

10. Representations and Warranties by Seller. Seller represents and warrants to the Buyer as follows:

(a) Authority. Seller has the requisite power and authority to enter into and perform this Agreement and those Seller's Closing Documents signed by it; the foregoing documents have been duly executed and delivered; the execution, delivery and performance by Seller of such documents do not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter or any other agreements of any nature to which Seller is a party; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.

(b) Contracts. Seller has not entered into any contracts for the sale of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal or first offer, options to purchase any of the Property or any other rights or agreements which may delay or prevent this transaction. All leases for any part of the Property will be terminated and all parties currently in possession will have vacated the Property on or before the Closing Date.

(c) Mechanic's Liens. There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made.

(d) Proceedings, Etc. Seller has received no notice of any proceedings (other than from the Buyer), nor to the best of the Seller's knowledge, any threatened proceedings against the Property, either administrative or judicial and that there is no litigation or condemnation proceeding pending, nor to the best of Seller's knowledge threatened, which would affect the Property or the use thereof by the Buyer. Seller knows of no present proceedings which would cause special assessments against the Property.

(e) Other Agreements. Except for any agreements that may be included in the Title Evidence, that no note, mortgage, security agreement, or other agreement affecting the Property requires the consent of any party (or Seller shall provide such consent if necessary at its expense) or requires a change in the terms and conditions of the underlying financing as a result of the sale contemplated by this Agreement, and that there are no defaults existing in any such agreements affecting the Property.

(f) Hazardous Materials; Storage Tanks. To the best of Seller's knowledge there has not been any storage, release or disposal of, any Hazardous Material in, on, about or from the Property. The term "Hazardous Materials" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by, any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, but not limited to, the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601, as amended**.**

(g) Storage Tanks. To the best of Seller's knowledge, there are no storage tanks located on the Property.

(h) Wells. Seller does not know of any existing wells on the Property.

(i) Sewage. Seller does not know of any individual sewage treatment on or serving the Property.

(j) Methamphetamine Production. To the Seller's knowledge, methamphetamine production has not occurred on the Property.

Seller will indemnify the Buyer, its successors and assigns, against, and will hold the Buyer, its successors and assigns harmless from, any expenses or damages, including reasonable attorneys' fees, that the Buyer incurs because of the breach of any of the above representations and warranties. , whether such breach is discovered before or after Closing. Each of the representations and warranties herein contained shall survive the closing and shall not merge into the Warranty Deed. Consummation of this Agreement by the Buyer with knowledge of any such breach by Seller shall constitute a waiver and release by the Buyer of any claims due to such breach. Seller's representations and warranties contained in this Section must be accurate in all material respects now and on the Closing Date as if made on the Closing Date and Seller shall have delivered to the Buyer at Closing an Update Certificate.

11. Representations and Warranties by the Buyer. The Buyer represents and warrants to Seller that the Buyer has the requisite power and authority to enter into this Agreement and the Buyer's Closing Documents signed by it; such documents have been duly authorized by all necessary action on the part of the Buyer and have been duly executed and delivered; that the execution, delivery and performance by the Buyer of such documents do not conflict with or result in violation of any judgment, order or decree of any court or arbiter to which the Buyer is a party; such documents are valid and binding obligations of the Buyer, and are enforceable in accordance with their terms. The Buyer will indemnify Seller, its successors and assigns, against, and will hold Seller, its successors and assigns, harmless from, any expenses or damages, including

reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Each of the representations and warranties herein contained shall survive the closing and shall not merge into the Warranty Deed. Consummation of this Agreement by Seller with knowledge of any such breach by the Buyer shall constitute a waiver and release by Seller of any claims due to such breach.

12. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any portion of the Property by an entity other than the Buyer, Seller shall immediately give notice to the Buyer of such fact and this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money is returned to the Buyer.

13. Brokers' Commission. Seller and the Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction. Seller hereby discloses that one or more of its principals are licensed real estate brokers in the State of Minnesota.

14. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing and delivery of the Deeds unless otherwise stated herein.

15. Notices. Any notice required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to the receiving party (or any officer of such party), or (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid, (iii) emailed with a confirmation of receipt or (iv) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:
Pao C. Yang
Tia L. Yang
134 Hardman Avenue North
South St. Paul, MN 55075
Email: longchengmeats@gmail.com

If to the Buyer:
South St. Paul Economic Development Authority
125 Third Avenue North
South St. Paul, MN 55075
Attn: Executive Director
Email: rgarcia@southstpaul.org

Notices shall be deemed effective on the earlier of the date of receipt or in the case of such deposit in the mail or overnight courier, on the third business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, at least ten (10) days prior to the effective date of such change.

Seller warrants that it has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.

16. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement.

17. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by all parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.

18. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.

19. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation and effect.

20. As-Is. The Buyer acknowledges that the Buyer is purchasing the Property in reliance solely on Seller's representations and warranties in Paragraph 10 and the Buyer's inspection of the Property pursuant to Paragraph 3 and on the Buyer's judgment regarding the sufficiency of such inspections. The Buyer is not relying on any written or oral representations, warranties or statements that Seller or Seller's agents have made except for the representations and warranties of title to the Property and the representations and warranties of Seller set forth in this Agreement. Subject to the Buyer's right to terminate this Agreement as set forth herein, the Buyer is purchasing the Property in "as is" condition. The "as is" nature of this transaction was considered by both parties in arriving at the agreed Purchase Price.

21. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

22. In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

23. This Agreement shall be null and void if not executed by Seller and delivered to Buyer on or before 5:00 p.m. July 29, 2026.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Agreement to be executed under seal by its duly authorized signatory as of the dates referenced below.

[remainder of page intentionally left blank]

BUYER
CITY OF SOUTH ST. PAUL

By: ___________________________________
James P. Francis
Mayor

By: ___________________________________
Deanna Werner
City Clerk

SELLER:

PAO C. YANG:

____

TIA L. YANG

____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real property located in the County of Dakota, State of Minnesota, legally described as follows:

PID: 36-03800-00-054
That part of Lots 1, 2, 3, 4, 5 and 6, Auditor's Subdivision No. 8 and Government Lots 5 and 6, Section 22, Township 28 North, Range 22 West, all in Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 309.00 feet; thence Northwesterly at right angle 655.08 feet to the point of beginning of the parcel to be described; thence continuing on the last described line 96.40 feet; thence Southwesterly at right angle 11.00 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 120.00 feet; thence Northeasterly at right angle 50.00 feet; thence Northwesterly at right angle 59.35 feet; thence Northeasterly at right angle 2.00 feet; thence Northwesterly at right angle 13.15 feet; thence Northeasterly at right angle 60.50 feet; thence Southeasterly at right angle 4.00 feet; thence Northeasterly at right angle 1.00 feet; thence Southeasterly at right angle 4.00 feet; thence Northeasterly at right angle 25.50 feet; thence Northwesterly at right angle 112.00 feet; thence Southwesterly at right angle 8.50 feet; thence Northwesterly at right angle 63.00 feet; thence Northeasterly at right angle 26.46 feet; thence deflect to the left 73°33'36" a distance of 5.03 feet; thence Southeasterly at right angle 0.66 feet; thence Northeasterly at right angle 36.00 feet; thence Southeasterly at right angle 551.40 feet; thence Southwesterly at right angle 177.00 feet to the point of beginning and there terminating, subject to any easements of record.
Abstract Property

and

PID: 36-03800-00-055
Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks 1-12 of South St. Paul, thence southeasterly along the easterly line of said Block 1 produced 33.17'; thence northeasterly at right angles 167.25'; thence northwesterly at right angles 142.5'; thence northeasterly at right angles 141.75'; thence northwesterly at right angles 278.58' to the point of beginning of the property to be described; thence northeasterly 177.0' at right angles; thence northwesterly at right angles 234.0'; thence southwesterly at right angles 177.0'; thence southeasterly at right angles 234.0'; to the point of beginning; containing 41,418 sq. ft., or 0.95 acres, subject to easements, restrictions and reservations of record, if any.

Abstract Property

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-92

RESOLUTION AUTHORIZING THE APPROVAL OF A PURCHASE AGREEMENT BETWEEN THE CITY OF SOUTH ST. PAUL AND PAO C. YANG & TIA L. YANG

WHEREAS, the City Council of the City of South St. Paul, Minnesota ("City") has reviewed and considered a Purchase Agreement for Real Property located at 130 Hardman Avenue North and 134 Hardman Avenue North in the City of South St. Paul, legally described on the attached Exhibit A ("Property"); and

WHEREAS, the City desires to purchase the Property for the purpose of supporting the extension of public streets, utilities, stormwater management facilities, and public parkland, a public purpose.

NOW, THEREFORE, BE IT RESOLVED by the South St. Paul City Council as follows:

1. That the Purchase Agreement between the City and Pao C. Yang and Tia L. Yang represents a freely negotiated purchase and sale of the Property which has been made available on the open market; and
2. That the Purchase Agreement is approved, subject to minor modifications by the City Attorney; and
3. That the Mayor and City Clerk are authorized and directed to execute the Purchase Agreement on behalf of the City; and
4. That City Staff is authorized to take those actions necessary and customary to effectuate the purchase.

Adopted this _27th__day of__July__, 2026.

____
Deanna Werner
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real property in Dakota County, Minnesota, legally described as follows:

That part of Lots 1, 2, 3, 4, 5 and 6, Auditor's Subdivision No. 8 and Government Lots 5 and 6, Section 22, Township 28 North, Range 22 West, all in Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 309.00 feet; thence Northwesterly at right angle 655.08 feet to the point of beginning of the parcel to be described; thence continuing on the last described line 96.40 feet; thence Southwesterly at right angle 11.00 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 120.00 feet; thence Northeasterly at right angle 50.00 feet; thence Northwesterly at right angle 59.35 feet; thence Northeasterly at right angle 2.00 feet; thence Northwesterly at right angle 13.15 feet; thence Northeasterly at right angle 60.50 feet; thence Southeasterly at right angle 4.00 feet; thence Northeasterly at right angle 1.00 feet; thence Southeasterly at right angle 4.00 feet; thence Northeasterly at right angle 25.50 feet; thence Northwesterly at right angle 112.00 feet; thence Southwesterly at right angle 8.50 feet; thence Northwesterly at right angle 63.00 feet; thence Northeasterly at right angle 26.46 feet; thence deflect to the left 73 degrees 33 minutes 36 seconds a distance of 5.04 feet; thence deflect to the right 73 degrees 33 minutes 36 seconds a distance of 5.03 feet; thence Southeasterly at right angle 0.66 feet; thence Northeasterly at right angle 36.00 feet; thence Southeasterly at right angle 551.40 feet; thence Southwesterly at right angle 177.00 feet to the point of beginning and there terminating.

Abstract Property

AND

Commencing at the Southeast corner of Block 1, Stockyards Rearrangement of Blocks 1-12 of So. St. Paul, thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angles 167.25 feet; thence Northwesterly at right angles 142.5 feet; thence Northeasterly at right angles 141.75 feet; thence Northwesterly at right angles 278.58 feet to the point of beginning of the property to be described; thence Northeasterly 177.0 feet at right angles; thence Northwesterly at right angles 234.0 feet; thence Southwesterly at right angles 177.0 feet; thence Southeasterly at right angles 234.0 feet; to the point of beginning, Dakota County, Minnesota.

Abstract Property

Dakota County PIDs 36-03800-00-054 & 36-03800-00-055