

**AGREEMENT FOR
SALE AND PURCHASE OF REAL PROPERTY**

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (“Agreement”), with an effective date as provided below, is entered into by and between the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota (“Seller”), and **The Rosenblum Family Limited Partnership**, a Minnesota limited partnership (“Buyer”).

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers and email addresses are included for information only.

SELLER:

City of Saint Paul
25 West Fourth Street
Saint Paul, Minnesota 55102
Attn: Bruce Engelbrekt
Tel: (651) 266-8854

BUYER:

Rosenblum Family Limited Partnership
4525 Fremont Avenue South
Minneapolis, Minnesota 55419
Attn: Keith Rosenblum, Registered Agent
Tel:

B. Seller is the owner of certain real property adjacent to and immediately west of Buyer’s property located at 271 Snelling Avenue North, Saint Paul, Minnesota. Seller’s property is legally described as:

That part of Lot 1 Block 9, College Park, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, lying westerly of a line run parallel with and distant 215 feet westerly of the east line of Section 33, Township 29 North, Range 23 West.

Said real property, together with any and all improvements and fixtures, and any and all rights appurtenant thereto, shall be referred to in this Agreement as “the Property.”

C. Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Property to Buyer in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of and in reliance on the foregoing recitals and the mutual contingencies and agreements contained herein, the parties hereby agree as follows:

1. **Sale and Purchase.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property on the terms and conditions set forth herein.
2. **Purchase Terms.**
 - a. **Price.** The purchase price (the “Purchase Price”) to be paid by Buyer for the Property shall be Five Thousand Seventy-Five and 00/100 Dollars (**\$5,075.00**).

- b. **Method of Payment.** The Purchase Price shall be payable by Buyer in full, in cash, at closing.
3. **City Council Approval.** This Agreement is subject to approval by City Council of the City of Saint Paul.
4. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the last date of execution by the parties hereto following approval of the Agreement by Seller’s City Council, which approval is anticipated on August 3, 2022
5. **“As-is” Conveyance.** Buyer and Seller agree that: (1) Buyer is accepting possession of the Property “As-Is, Where Is, With All Faults,” and that such conveyance by Seller shall be without representation or warranty of any kind, express or implied; and (2) Buyer specifically acknowledges that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller or other person as to any improvements located thereon and that Buyer is relying entirely on its own inspections, testing, existing knowledge of the Property and any improvements located thereon, and other due diligence activity, without any other physical or environmental representations or warranties of any kind by Seller.
6. **Closing.**
 - a. **Date.** Final settlement of the obligations of the parties hereto (the “Closing”) is anticipated to occur on or about August 11, 2022 (the “Closing Date”) The Closing Date may be accelerated or postponed by mutual agreement of the parties hereto.
 - b. **Title.** Seller shall convey to Buyer its interest in the Property by Quit Claim Deed.
 - c. **Real Estate Taxes and Assessments.** Seller shall pay any delinquent real estate taxes, liens and assessments on the Property. Buyer shall pay all real estate taxes and assessments payable beyond the Closing Date.
 - d. **Other costs, fees.** Buyer shall pay all other typical closing costs, including deed tax, conservation fee and recording fees.
7. **Hazardous Waste.** Seller shall provide an affidavit at Closing indicating that Seller has not used or permitted the use of the Property as a hazardous waste disposal facility as defined in section 115A.03 Subd. 10 of Chapter 121 of the Laws of Minnesota of 1983. Seller makes no representation as to whether the Property is subject to or contaminated by any hazardous substance, hazardous waste, pollutants or contaminants as defined in Section 115B.02 of the Minnesota Statutes.
8. **Well Disclosure.** Except for any wells disclosed to Buyer in writing, Seller is not aware of any wells on the Property.

9. **Seller's Position Regarding Encumbrances.** In the deed from Seller to Buyer, Seller will retain the following easements: a water utility easement by the Board of Water Commissioners, an electric easement by Northern States Power Company d/b/a Xcel Energy, and a communications easement by CenturyLink/Lumen; as identified in St. Paul City Council resolution (**RES PH 22-195**).
10. **Seller's Representations.** Seller makes the following representations:
 - a. At Closing, Seller will have the power to sell, transfer and convey all of Seller's right, title and interest in and to the Property in accordance with the terms and conditions of this Agreement.
 - b. Seller represents and warrants that it is not a "foreign corporation" as defined in Section 1445 of the Internal Revenue Code.
 - c. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation as may pertain to the Property.
11. **Binding on Successors.** This Agreement shall be binding not only upon the parties hereto, but also upon their heirs, personal representatives, assigns, and other successors in interest.
12. **Notices.** Any notices in connection with this Agreement shall be given to the intended party by U.S. mail, postage prepaid, or by hand delivery, at the respective addresses set forth in the Recitals of this Agreement.
13. **Additional Documents.** Seller and Buyer agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.
14. **Assignment.** Buyer may not assign its interests under this Agreement without the written consent of Seller.
15. **Survival.** All warranties and representations made in this Agreement shall survive the Closing and the conveyance of title to the Property. This Agreement and all obligations provided shall, to the extent not fully satisfied and performed by or through the Closing, survive the Closing and the conveyance of title to the Property.
16. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
18. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, “electronic signature” also means a manually-signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.
19. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
21. **Risk of Loss.** All risk of loss shall be with Seller until Closing. In the event the Property is destroyed or damaged in a manner that results in a material loss of value of the Property prior to Closing, Buyer shall have the right at its option to terminate this Agreement by written notice to Seller, in which case this Agreement shall terminate, and the parties shall have no further obligation to each other hereunder.

**SEPARATE SIGNATURE PAGE OF SELLER
AGREEMENT FOR SALE AND PURCHASE**

IN WITNESS of the foregoing provisions, Seller has executed and delivered this Agreement as of the _____ day of _____, 2022.

Approved as to form:

Assistant City Attorney

SELLER
(City of St. Paul, Minnesota)

By: _____
Deputy Mayor

By: _____
Director- Office of Finance

By: _____
City Clerk

**SEPARATE SIGNATURE PAGE OF BUYER
AGREEMENT FOR SALE AND PURCHASE**

IN WITNESS of the foregoing provisions, Buyer has executed and delivered this Agreement as of the _____ day of _____, 2022.

**BUYER
(Rosenblum Family Limited Partnership)**

By: _____
Keith Rosenblum, Registered Agent