

**AMENDMENT NO. 1
TO
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY ("Amendment") is entered into by and between **Mee K. Vangsoua and Michael Thao** ("Seller"), and the **Board of Water Commissioners of the City of Saint Paul, Minnesota, d/b/a Saint Paul Regional Water Services**, a municipal corporation under the laws of the State of Minnesota ("Buyer"), as of the 12th day of April, 2022.

RECITALS

A. On December 14, 2021, Seller and Buyer entered into that certain Agreement for Sale and Purchase of Real Property ("Agreement") for Seller's purchase of Buyer's residential property located at 1845 Beaumont Street North, Maplewood, Minnesota, 55117 (the "Property").

B. On December 31, 2021 ("Closing Date") Buyer purchased the Property from Seller, and in accordance with the Holdover and Possession section of the Agreement (Sec. 23), Seller was given the right to remain in and to occupy the Property after the Closing Date until such date as mutually agreed to between the parties, but no later than June 1, 2022 ("Buyer's Possession Date").

C. Seller has now requested to remain in and to occupy the Property for an additional two months until August 1, 2022, and Buyer has agreed to grant Seller's request.

D. Buyer has in turn requested to enter upon the Property to erect a construction fence over a portion of the back and side yard of the Property prior to Buyer's Possession Date, and Seller has agreed to grant Buyer's request.

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. Section 23.a., "Buyer's Possession Date" is amended to read August 1, 2022.
2. Buyer is permitted to enter upon the Property prior to June 1, 2022 (approximately April 2022) to erect a construction fence within a portion of the back and side yard of the Property, as depicted in Exhibit A attached to this Amendment. Buyer will then occupy and use that portion of the back and side yard northerly and westerly of the fence ("Construction Area") for construction activities. Buyer will also remove and dispose of the children's play equipment currently located within the Construction Area at no cost to Seller.
3. Except as set forth herein, the Agreement remains in full force and effect in all respects.

**SEPARATE SIGNATURE PAGE OF SELLER
AMENDMENT NO. 1 TO
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

IN WITNESS of the foregoing provisions, Seller has executed and delivered this Amendment as of the date and year first written above.

SELLER
(Mee K. Vangsoua and Michael Thao)

By: _____

By: _____

**SEPARATE SIGNATURE PAGE OF BUYER
AMENDMENT NO. 1 TO
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

IN WITNESS of the foregoing provisions, Buyer has executed and delivered this Amendment as of the date and year first written above.

**BUYER
(Board of Water Commissioners of
the City of Saint Paul, Minnesota)**

By: _____
Patrick Shea, General Manager,
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

By: _____
Mollie Gagnelius, Secretary

By: _____
John McCarthy, Director,
Office of Financial Services

Approved as to form:

Assistant City Attorney

By: _____
Brent Marsolek, Supervisor,
SPRWS Agreements Unit

EXHIBIT A TO AMENDMENT

Depiction of Location of Construction Fence

