

**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 **Annie R. Montgomery-Jordan**, as the Personal Representative of the Estate of Annie Laura McKinney (“Seller”), and the **City of Saint Paul, Minnesota**, a municipal corporation under the laws of the State of Minnesota (“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:

Estate of Annie Laura McKinney
1607 Virginia Avenue
Rockford, Illinois 61101-4260
Attn: Annie R. Montgomery-Jordan
Tel:

BUYER:

City of Saint Paul
25 West Fourth Street, Room 1000
Saint Paul, Minnesota 55102
Attn: Bruce Engelbrekt
Tel: (651) 266-8854

B. Seller is the owner of certain real property located in the City of Saint Paul, County of Ramsey, State of Minnesota legally described on Exhibit A attached hereto. 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 Two Hundred Forty Thousand and 00/100 Dollars
(\$240,000.00).

- b. Method of Payment. The Purchase Price shall be payable in full, in cash, at closing.
3. **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 the Saint Paul City Council, which approval is anticipated on **April 17, 2019**.
4. **Title Examination**. Buyer shall furnish a commitment for an Owner’s Policy of Title Insurance (the “Commitment”), including copies of all documents referred to in the Commitment, and searches with respect to pending and levied special assessments. Buyer shall be allowed fourteen (14) days after transmission of the Commitment to Seller for examination and the making of any objections to title, such objections to be made in writing or deemed waived. Upon receipt of objections, Seller shall be allowed a period of thirty (30) days to remedy the objections (the “Cure Period”). If Seller fails to remedy Buyer’s objections, Buyer shall have the option of: (a) accepting title as it then stands; or (b) terminating this Agreement by written notice to Seller within five (5) days following expiration of the Cure Period.
5. **Closing**.
 - a. Date. Final settlement of the obligations of the parties hereto (the “Closing”) is anticipated to occur on or about **May 31, 2019** (the “Closing Date”). This transaction shall be closed in escrow with Land Title, 2200 County Road C West, Suite 2205, Roseville, MN 55113 (“Escrow Holder”). 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 Warranty Deed.
 - c. Title Insurance. Buyer may, at its option and expense, procure a standard Owner’s Policy of Title Insurance from the Escrow Holder insuring that Seller’s interest in the Property is vested in Buyer.
 - d. Real Estate Taxes and Assessments. Seller shall pay any delinquent real estate taxes, liens and assessments on the Property and any outstanding amount(s) shall be withheld from the purchase price. Real Estate taxes and assessments payable in 2019 shall be pro-rated to the Closing Date. Buyer shall pay the City of Saint Paul Street Maintenance Service Program fee and Storm Sewer System Charge to be invoiced in the second half of 2019. Buyer shall pay all real estate taxes and assessments payable beyond 2019.
 - e. Other costs, fees. Buyer shall pay all other typical closing costs, including deed tax, conservation fee, title examination fee, Escrow Holder closing fee and recording fees.

6. **Relocation Assistance.** Seller agrees to waive any and all claims to relocation benefits provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act as the property is currently vacant. Seller also agrees that ownership of any personal property remaining on the Property as of the Closing Date shall transfer to Buyer.
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 Promise Not to Further Encumber.** Seller shall not, without the prior written consent of Buyer, make any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.
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. Seller's United States Taxpayer Identification Number is 83-6647376.
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, including escrow instructions, 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. **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.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
20. **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.
21. **Possession.** Seller shall deliver possession of the Property concurrently with Closing.

[The remainder of this page is left intentionally blank.]

**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 date set forth below.

SELLER (Annie R. Montgomery-Jordan,
as the Personal Representative of the Estate
of Annie Laura McKinney)

By:  dotloop verified
04/04/19 8:32 PM CDT
BWKN-CJUL-M11J-WDFO

**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 date set forth below.

BUYER (City of Saint Paul, Minnesota)

By: _____
Its Mayor or Deputy

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

By:  _____
Its Director of Parks and Recreation or
designee

Approved as to form:

Assistant City Attorney

Exhibit A

Legal Description of the Property

1298 Arlington Avenue East – Parcel ID No. 22-29-22-32-0119

All that part of Government Lot One (1) Lying West of the Northern Pacific Railway right-of-way in the Southwest Quarter (SW 1/4) of Section 22, Township 29, Range 22, Ramsey County, Minnesota.

Abstract Property