


**CITY OF SAINT PAUL  
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

1. Date: \_\_\_\_\_
  
2. Location of the Real Estate (the "Property"): 1200 Jackson Street / 1202 Jackson Street  
\_\_\_\_\_  
Saint Paul, Minnesota 55106
  
3. Legal Description of the Property: See Exhibit A attached hereto.
  
4. a) Name and address of Buyer: \_\_\_\_\_ **City of Saint Paul**  
\_\_\_\_\_  
Office of Financial Services – Real Estate Section  
\_\_\_\_\_  
1000 City Hall Annex - 25 West Fourth Street  
\_\_\_\_\_  
Saint Paul, Minnesota 55117
  
- b) Name and address of Seller: \_\_\_\_\_ Jill Cameron  
\_\_\_\_\_  
Alan C. Crain  
\_\_\_\_\_  
Linda Jo Crain  
\_\_\_\_\_  
Quentin G. Minkin  
\_\_\_\_\_  
P.O. Box 16024  
\_\_\_\_\_  
Saint Paul, Minnesota 55116-0024
  
5. **Agreed Sale Price:** \_\_\_\_\_ **\$1,500,000.00**
  
6. Real Estate Taxes: Property taxes payable in 2012 shall be pro-rated to the date of closing. Seller shall pay any delinquent taxes and liens on the property and any outstanding amount(s) shall be withheld from the purchase price. Buyer shall pay all taxes payable beyond 2012.
  
7. Real Estate Assessments: Assessments payable in 2012 shall be pro-rated to the date of closing. Seller shall pay any delinquent assessments on the property and any outstanding amount(s) shall be withheld from the purchase price. Buyer shall pay all balances on pending and levied capital assessments payable beyond 2012. Buyer shall pay the right-of-way maintenance assessment and storm sewer system charge to be levied and invoiced in 2012.
  
8. Conveyance: Seller shall convey marketable fee title to Buyer by Warranty Deed.

9. Seller shall, within fourteen (14) days after acceptance of this Agreement by Purchaser, furnish a title insurance commitment for an Owner's Title Insurance Policy from Land Title, Inc. (the "Commitment"). Purchaser shall be allowed twenty (20) days after receipt of the Commitment 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 eighty (80) days to make title marketable. If Seller fails to remedy Purchaser's objections, Purchaser shall have the option of (a) accepting title as it then stands; or (b) terminating this Agreement by written notice to Seller within fifteen (15) days following expiration of Seller's eighty (80) day cure period.
10. Closing shall occur within 120 days following execution of this Agreement, contingent upon Buyer securing acquisition financing from the Metropolitan Council within the 120-day period, on a date agreed to between the parties, at which time the title to the premises shall be conveyed to Buyer and the purchase price shall be paid to the Seller, in full, in cash. The closing date may be postponed and rescheduled by mutual agreement of the parties hereto. Buyer shall pay all closing costs. In the event Buyer does not secure said financing within the 120-day period, this Agreement shall be deemed null and void. Notwithstanding, the Buyer and Seller may negotiate to extend the time period to obtain financing from the Metropolitan Council. Notwithstanding the foregoing, if Seller is not provided written notice by Buyer within 150 days following execution of this Agreement that Buyer has secured acquisition financing from the Metropolitan Council for acquisition of the Property pursuant to this Agreement, Seller may, in Seller's sole and absolute discretion, any time thereafter, terminate this Agreement, in which case this Agreement shall be null, void and of no further effect.
11. Buyer agrees to honor any and all claims to relocation benefits provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. A relocation consultant hired by Buyer, or Buyer's tenant, shall assist with the identification and compensation of relocation benefits to which Seller is entitled.
12. Seller shall provide an affidavit on the date of closing indicating that Seller has not used or permitted the use of the subject 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 discloses the property is part of the Trillium Site the City has approved for remediation to deal with contaminated soils. The 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.
13. 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.
14. This Agreement is subject to approval by the Saint Paul City Council.


**SELLER:**

By:   
Jill Cameron

Date: 12-9-2011

By:   
Alan C. Crain

Date: 12-9-2011

By:   
Linda Jo Crain

Date: 12/9/2011

By:   
Quentin G. Minkin

Date: 12/9/2011

**BUYER:**

By: \_\_\_\_\_  
Mayor or Deputy Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Office of Financial Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney  
Approved as to form

Date: \_\_\_\_\_

**Exhibit A**  
**Legal Description of the Property**

**1200 Jackson Street – Parcel ID No. 30-29-22-12-0085**

That part of Lot A, Soo Line Plat Number 4, Ramsey County, Minnesota lying northerly of the following described line: Commencing at the northwest corner of Lot B, said Soo Line Plat Number 4; thence South 00 degrees, 18 minutes, 53 seconds East, assumed bearing along the west line of said Lot B, 18.19 feet to the most northerly corner of said Lot A; thence South 36 degrees, 04 minutes, 18 seconds East 108.71 feet to the beginning of said line; thence South 82 degrees, 25 minutes, 20 seconds West 64.04 feet to the west line of said Lot A and there terminating.

(Abstract Property)

Lots 1 and 2, Block 1, Ransom's Addition to St. Paul.  
(Torrens Property)

Lot 3 and 28, Block 1, Ransom's Addition to St. Paul.  
(Abstract Property)

**1202 Jackson Street – Parcel ID No. 19-29-22-43-0028**

Block H, Soo Line Plat Number 3, Ramsey County, Minnesota.  
(Torrens Property)

AND

All that part of Lot G, Soo Line Plat Number 3, Ramsey County, Minnesota, which lies Northerly of the Northerly street line of Maryland Street, and the Easterly extension thereof, and Westerly of a line parallel with and 100 feet Westerly of the East line of said Lot G.  
(Abstract Property)

**0 Maryland Avenue East – Parcel ID No. 30-29-22-12-0086**

That part of the north 220 feet of Lot B, Soo Line Plat Number 4, Ramsey County, Minnesota which lies west of a line drawn parallel with the northeasterly line of said Lot B and distant 75 feet west from said northeasterly line. Said 75 feet being measured along and parallel with the north line of said Lot B.

That part of vacated Maryland Street lying west of the northwesterly extension of the northeasterly line of the above described property and lying east of a line drawn at right angles to the north line of the Northeast Quarter of Section 30, Township 29, Range 22, Ramsey County, Minnesota distant 233.35 feet east as measured along said north line, from the Northwest corner of said Northeast Quarter.  
(Abstract Property)