

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 6228 (52=102) 901 Parcel: 201 County: Ramsey

Owners and addresses: City of St. Paul, City of St Paul, 25-4th Street- 1000 City Hall Annex, St. Paul, Minnesota, 55102;

For a valuable consideration, on this _____ day of _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of Two Hundred Eighty-Three Thousand and 00/100Dollars (\$283,000.00) an easement in the real estate or an interest therein situated in Ramsey County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 30 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State on the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said real estate shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a partial release of mortgage. The mortgage holder will be included as a payee along with the owners on the check drawn in payment for the property. Any fee charged by the mortgage holder for the partial release of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. Current taxes shall include those payable in the calendar year in which this document is dated. The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners' obligation to pay deferred taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

Approved as to form

CITY OF ST. PAUL

By _____

City Attorney

Its _____

And _____

Its _____

And _____

Its _____

(Address of Owner where acceptance is to be mailed.)

City of St. Paul
25 – 4th Street
1000 City Hall Annex
St. Paul, MN 53702
Attn: Robert Smith

HIGHWAY EASEMENT

C.S. 6228 (52=102) 901
Parcel 201
County of Ramsey

Date: _____

For and in consideration of the sum Two Hundred Eighty-Three Thousand and 00/100 Dollars (\$283,000.00), City of St. Paul, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Ramsey County, Minnesota, described as follows:

All of the following:

That part of Lots 4 through 11, Block 10, Brunson's Addition to the Town of St. Paul and Lots 1, 3 and 4, Block 91, Kittson's Addition to St. Paul together with that part of vacated Brook Street accruing to said Block 91 by reason of the vacation thereof, shown as Parcel 201 on Minnesota Department of Transportation Right of Way Plat Numbered 62-54 as the same is on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota.

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 201 by the temporary easement symbol, said easement shall cease on December 1, 2015, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

Approved as to form

City Attorney

CITY OF ST. PAUL

By _____

Its _____

AND

By _____

Its _____

AND

By _____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, _____, and _____, the _____, _____, and _____, of City of City of St. Paul, a municipal corporation under the laws of the state of Minnesota

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the State of Minnesota, Department of Transportation, Metro Right of Way, Roseville, MN 55113