

REAL PROPERTY SALE AND PURCHASE AGREEMENT

This Real Property Sale and Purchase Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2018, by and among the City of Saint Paul ("City"), the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") and Morelli's Discount Liquor, Meats and Italian Market, Inc. ("Buyer").

RECITALS

- A. The City has proposed to sell to Buyer certain real property located at, and legally described on Exhibit A attached hereto (the "City Property").
- B. To facilitate the sale, the City has asked the HRA to acquire and subsequently sell to Buyer the City Property for \$1.00.
- C. Buyer intends to purchase the City Property for continued use as an improved parking lot.
- D. The HRA is willing to act as a conduit of the City Property in accordance with the terms and conditions contained in this Agreement.

TERMS OF AGREEMENT

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

1. Acquisition and Conveyance of City Property. Subject to the conditions as set forth in this Agreement, the HRA agrees to: (i) acquire the City Property from the City, and (ii) convey the City Property to Buyer. The HRA shall close the purchase of the City Property from the City as soon as practicable following the execution of this Agreement. During such time as the HRA holds title to the City Property, it shall not undertake nor suffer any acts which could impair the title to the City Property.

2. Purchase Price. The purchase price for the City Property shall be Fifteen Thousand and 00/100 Dollars (\$15,000.00). The purchase price shall be paid by Buyer to the City in cash.

3. Restrictions on Use of the City Property. Buyer agrees to hold, use, occupy and convey the City Property subject to the restrictions set forth in Exhibit B

attached hereto ("Restrictions"). The Restrictions shall be included in the HRA deed of the City Property to Buyer.

4. "As-is" Conveyance. Buyer agrees to accept the City Property in its 'as-is' condition. Neither the City nor the HRA make any representations or warranties of any kind concerning the City Property, or any improvements located thereon.

5. Closing. Upon the HRA's acquiring title to the City Property, it shall promptly convey the City Property to Buyer by a quit claim deed in the form attached hereto as Exhibit C ("Deed"). If the HRA is unable to complete the closing of the City Property for any reason, this Agreement and the rights of the parties hereunder shall terminate without further obligation, provided however, that the HRA is entitled to retain all costs and fees paid to it under section 6 below.

6. Costs, Fees. All closing costs for the acquisition of the City Property by the HRA, and the HRA conveyance to Buyer, including but not limited to state deed tax on the deeds and the recording fees, shall be paid by the City and Buyer as follows:

- a. City
 - a. State deed tax for two deeds - \$ 102.00 (\$0.0034*Purchase Price X 2)
 - b. Conservation fee for two deeds - \$10.00 (\$5.00 X 2)
 - c. Recording fee for two deeds - \$92.00 (\$46.00 X 2)
- b. Buyer
 - a. HRA Closing fee - \$500.00
 - b. HRA Publication costs (estimate)- \$800

7. Indemnity Clause. The City agrees to defend, indemnify and hold the HRA and Buyer harmless from all costs, claims, causes of action, expenses and liabilities of every kind and nature, including reasonable attorneys fees, arising out of: (i) the City's failure to perform the terms of this Agreement, (ii) the City's ownership of the City Property; and (iii) the presence or release by the City of any hazardous materials and substances, toxic materials, and petroleum products on the City Property.

Buyer agrees to defend, indemnify and hold the City and HRA harmless from all costs, claims, causes of action, expenses and liabilities of every kind and nature, including reasonable attorneys fees, arising out of: (i) Buyer's failure to perform the terms of this Agreement, (ii) the Buyer's ownership of the City Property; and (iii) the presence or release by Buyer of any hazardous materials and substances, toxic materials, and petroleum products on the City Property.

8. Contingencies. The following contingencies affect the parties to this Agreement:

(a) HRA – The HRA's obligations under this Agreement are subject to approval of this Agreement by the HRA's Board of Commissioners, and closing of the purchase of the City Property by the HRA.

(b) City – The City's obligations under this Agreement are subject to approval of this Agreement by the City Council, and closing of the sale of the City Property to the HRA. Additional obligations include the City granting the following approvals prior to the City's conveyance of the City Property to the HRA:

(c) Buyer – The Buyer's obligations under this Agreement are subject to obtaining, to its reasonable satisfaction, an owner's title insurance commitment for an owner's policy of title insurance for clear and marketable title to the City Property. Buyer shall not be obligated to purchase the City Property and may terminate this Agreement if the City approvals stated in Section 8 (b) are not granted by the City.

9. 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 on the signature page of this Agreement. Notices delivered by U.S. mail shall be effective on the third day following the postmark and notices delivered by hand shall be effective upon delivery if left with a competent person at the delivery address during customary business hours.

10. Construction and Binding Effect. This Agreement contains the entire agreement of the parties, and supersedes all prior oral or written agreements between the parties. This Agreement shall be construed in accordance with the laws of the State of Minnesota, and shall be binding upon the parties hereto and their successors and assigns.

11. Survival of Covenants and Representations. Any representations and covenants contained in this Agreement shall survive the delivery of the deeds contemplated hereby, and shall be enforceable by any party after closing.

12. Buyer Default, Authority's Remedies. The following shall be Buyer's "Event of Default": Buyer shall fail to observe or perform any covenant, obligation or agreement on its part to be observed or performed under this Agreement and the continuation of such failure for a period of thirty (30) days after written notice of such failure by the HRA.

Whenever any Buyer Event of Default occurs, the HRA or the City or both may take any one or more of the following actions:

(a) Suspend performance under this Agreement until it receives assurances from Buyer, deemed adequate by the HRA and the City in their reasonable discretion, that the Buyer will cure its default and continue its performance under this Agreement.

(b) Cancel and terminate this Agreement.

(c) Take whatever action at law or in equity may appear necessary or desirable to the HRA and the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, restriction or covenant of Buyer under this Agreement.

(d) Buyer shall pay all attorney's fees and costs incurred by the City and HRA in the exercise of their remedies against the Buyer.

No remedy herein conferred upon or reserved to the City or the HRA is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the HRA to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in Section 9 and Section 12.

**SEPARATE SIGNATURE PAGE OF
HOUSING AND REDEVELOPMENT AUTHORITY
FOR REAL PROPERTY SALE AND PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT
PAUL, MINNESOTA**

By: _____
Its Executive Director

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body corporate and politic under the laws of the State of Minnesota.

Notary Public

Address:
City Hall Annex, Suite 1200
25 West 4th Street
Saint Paul, MN 55102

SEPARATE SIGNATURE PAGE OF
CITY OF SAINT PAUL
FOR REAL PROPERTY SALE AND PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor or Deputy Mayor

By: _____
Its City Clerk

By: _____
Its Director of Financial Services

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Mayor or Deputy Mayor, _____, City Clerk, and _____, Director of Financial Services, of the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota.

Notary Public

Address:
Office of Financial Services – Real Estate Section
1000 City Hall Annex
25 West 4th Street
Saint Paul, MN 55102

SEPARATE SIGNATURE PAGE OF

Morelli's Discount Liquor, Meats and Italian Market, Inc.
535 Tedesco Street,
Saint Paul, MN 55130

FOR REAL PROPERTY SALE AND PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

Morelli's Discount Liquor, Meats and Italian Market, Inc.

By: _____

Its _____

By: _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this _____ day of
, 2018, by _____,
_____, I.

Notary Public

Morelli's Discount Liquor, Meats and Italian Market, Inc.
535 Tedesco Street
Saint Paul Mn. 55130

EXHIBIT A
TO
ACQUISITION AGREEMENT

Legal Description of vacated Bedford Street

All those parts of Bedford Street originally platted as Main Street, and Tedesco Street originally platted as Collins Street, all in IRVINE'S ADDITION OF OUTLOTS to the Town of St. Paul, and

all those parts of Bedford Street, and Payne Avenue originally platted as Decatur Street, and those parts of Lots 16 and 17 Block 6, all in IRVINE'S SECOND ADDITION (1874) to St. Paul Ramsey County, Minnesota contained within the following described lines:

Beginning at the southeast corner of Lot 6 of IRVINE'S ADDITION OF OUTLOTS to the Town of St. Paul Ramsey County, Minnesota, thence north 00 degrees 17 minutes 18 seconds east 150.00 feet along the east line of said Lot 6, thence south 89 degrees 19 minutes 23 seconds east 10.00 feet, thence south 56 degrees 38 minutes 56 seconds east 66.82 feet to a granite monument identified as City of St Paul Monument Number 4107, thence continuing south 56 degrees 38 minutes 56 seconds east 22.72 feet, thence south 31 degrees 58 minutes 57 seconds east 11.95 feet, thence south 22 degrees 48 minutes 26 seconds west 63.10 feet, thence south 15 degrees 39 minutes 02 seconds west 21.92 feet, thence south 31 degrees 21 minutes 52 seconds west 18.67 feet, thence south 23 degrees 19 minutes 19 seconds west 18.80 feet, thence north 63 degrees 53 minutes 43 seconds west 49.38 feet more or less to the point of beginning, and there said line terminates.

**EXHIBIT B
TO
ACQUISITION AGREEMENT**

RESTRICTIVE COVENANTS

1. No billboards or advertising signs shall be erected on any part of the Property; provided, however, that this restriction shall not prohibit the erection of business signs on the Property by occupants of the Property.
2. No part of the City Property shall be used for the storage or disposal of garbage, refuse, or debris, except to the extent that such storage or disposal is an accessory use to the Property, as defined and provided for in the Code.

Exhibit C

QUIT CLAIM DEED Corporation to Corporation

THIS INDENTURE, made this _____ day of _____, 2018, between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic, organized and existing under the laws of the State of Minnesota (the "Grantor"), and Morelli's Discount Liquor, Meats and Italian Market, Inc. (the "Grantee").

In consideration of the sum of \$ 1.00 paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, quitclaim and convey to the Grantee, the tract or parcels of land lying and being in the City of Saint Paul, County of Ramsey, and State of Minnesota, described as follows:

See Attached Exhibit A (the "Property").

The Grantor certifies that the Grantor knows of no wells on the Property.

State Deed Tax due hereon: \$_____

This conveyance is subject to and encumbered by the following restrictions and covenants, ("Restrictions and Covenants") which are expressly stated to be covenants running with and burdening the Property:

1. Minerals and mineral rights in favor of the State of Minnesota in those portions of the Property the title to which may have forfeited to the State of Minnesota.
2. Real Estate taxes and special assessments if any, due and payable in 2018 prorated from date of closing, and subsequent years.
3. Easements, covenants, conditions, restrictions and other instruments of record, if any.
4. Building and zoning laws, ordinances, state and federal regulations.

It is intended and agreed that the Restrictions and Covenants shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, against the Grantee, its successors and assigns, and any party in possession or occupancy of the Property or any part thereof. The Grantor shall be entitled to recover its attorney's fees and costs if it prevails in any action brought to enforce the Restrictions and Covenants against the Grantee, its successors and assigns, and any party in possession or occupancy of the Property or any part thereof.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging.

IN TESTIMONY WHEREOF, the Grantor has set its hand on the day and year first above written.

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota

By _____
Its Chairperson

STATE OF MINNESOTA)
)
) ss
COUNTY OF RAMSEY)

On this _____ day of _____, 201_____, before me a Notary Public within and for said County, personally appeared Chris Tolbert, to me personally known, who, being by me duly sworn, did say that he is the Chairperson of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, the corporation named in the foregoing instrument, and the said instrument was signed on behalf of said corporation by authority of its Board of Commissioners, and said Chris Tolbert acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Exhibit A

All those parts of Bedford Street originally platted as Main Street, and Tedesco Street originally platted as Collins Street, all in IRVINE'S ADDITION OF OUTLOTS to the Town of St. Paul,

and

all those parts of Bedford Street, and Payne Avenue originally platted as Decatur Street, and those parts of Lots 16 and 17 Block 6, all in IRVINE'S SECOND ADDITION (1874) to St. Paul Ramsey County, Minnesota contained within the following described lines:

Beginning at the southeast corner of Lot 6 of IRVINE'S ADDITION OF OUTLOTS to the Town of St. Paul Ramsey County, Minnesota, thence north 00 degrees 17 minutes 18 seconds east 150.00 feet along the east line of said Lot 6, thence south 89 degrees 19 minutes 23 seconds east 10.00 feet, thence south 56 degrees 38 minutes 56 seconds east 66.82 feet to a granite monument identified as City of St Paul Monument Number 4107, thence continuing south 56 degrees 38 minutes 56 seconds east 22.72 feet, thence south 31 degrees 58 minutes 57 seconds east 11.95 feet, thence south 22 degrees 48 minutes 26 seconds west 63.10 feet, thence south 15 degrees 39 minutes 02 seconds west 21.92 feet, thence south 31 degrees 21 minutes 52 seconds west 18.67 feet, thence south 23 degrees 19 minutes 19 seconds west 18.80 feet, thence north 63 degrees 53 minutes 43 seconds west 49.38 feet more or less to the point of beginning, and there said line terminates.

EXHIBIT B
TO
QUIT CLAIM DEED FOR CITY PROPERTY

Restrictive Covenants

- 1 No billboards or advertising signs shall be erected on any part of the Property; provided, however, that this restriction shall not prohibit the erection of business signs on the Property by occupants of the Property.
- 2 No part of the City Property shall be used for the storage or disposal of garbage, refuse, or debris, except to the extent that such storage or disposal is an accessory use to the Property, as defined and provided for in the Code.