Exhibit D
DRAFT
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 Richard and Nancy Foss ("Buyers").

RECITALS

A. The City has proposed to sell to Buyers certain real property located adjacent to Buyers' existing residential property located at 2239 Como Avenue, Saint Paul, Minnesota (Parcel ID No. 20-29-23-43-0127) 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.

B. Buyer intends to purchase the City Property for yard and landscaping.

C. 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 _____ and 00/100 Dollars ($XX,XXX.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.

a. City
    a. State deed tax for two deeds -
    b. Conservation fee for two deeds –
    c. Recording fee for two deeds –
    d. HRA Closing fee –
    e. HRA Publication costs –
    f. Survey –
    g. Adjustment of Common Boundary fee –
    h. Rezoning fee -

b. Buyer
    a. State deed tax for two deeds - HRA Closing fee -
    b. HRA Publication costs -
    c. Survey -
    d. Adjustment of Common Boundary fee -
    e. Rezoning fee -
    f. Any cost related to obtaining a title policy

7. Indemnity Clause. The City agrees to defend, indemnify and hold the 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) the City's failure to perform the terms of this Agreement, (ii) the HRA'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 City's and HRA'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 HRA's conveyance of the City Property to the Buyers:

i. Adjustment of Common Boundary;
ii. Zoning change to align zoning line to new property line.

(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.

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

By: _____
Its Director, Office 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 _____, Chair/Commissioner, and _____, Director of Financial Services, 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
RICHARD J. FOSS AND NANCY E. FOSS
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.

RICHARD J. AND NANCY E. FOSS

By: _____

Its _____

By: _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ and _____, husband and wife.

_____
Notary Public

EXHIBIT A
TO
ACQUISITION AGREEMENT

That part of Lot 21, Block 37, St. Anthony Park North, according to the recorded plat thereof, Ramsey County, Minnesota, lying southeasterly of a line described as commencing at the northeast corner of the Southeast Quarter of Section 20, Township 29, Range 23; thence on an assumed bearing of South 0 degrees 18 minutes 33 seconds West, along the east line of said Southeast Quarter of Section 20, a distance of 1312.12 feet; thence North 89 degrees 41 minutes 27 seconds West 1536.28 feet to a cast iron monument on the east line of said Lot 21 and the point of beginning of the line to be described; thence South 53 degrees 03 minutes 45 seconds West 64.76 feet; thence South 44 degrees 36 minutes 45 seconds West 13.29 feet; thence South 57 degrees 47 minutes 15 seconds West 23.72 feet; thence South 53 degrees 03 minutes 45 seconds West 36.40 feet to the west line of said Lot 21 and said line there terminating.

Subject to the widening of Como Avenue.

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.

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
TO
ACQUISITION AGREEMENT

QUIT CLAIM DEED FOR
CITY PROPERTY

Corporation Partnership or Limited Liability Company to Corporation, Partnership or Limited Liability Company	
No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. County Auditor by Deputy	
STATE DEED TAX DUE HEREON: $ Date: _____, 2018	(Reserved for recording data)

FOR VALUABLE CONSIDERATION, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic ("Grantor") hereby conveys and quitclaims to Richard Foss and Nancy Foss ("Grantee"), the real property in Ramsey County, Minnesota, described as follows:

See attached Exhibit A

together with all hereditaments and appurtenances belonging thereto and subject to the restrictive covenants set forth in Exhibit B ("Property").

Grantor's delivery of this Deed and conveyance of title, and Grantee's acceptance of this Deed and title to the Property, are expressly subject to: (1) the terms and conditions and the rights of the Grantor and the obligations of the Grantee under that certain Real Property Sale and Purchase Agreement by and between Grantor and Grantee dated the _____ day of _____ , 2018, (2) minerals and mineral rights reserved by the State of Minnesota; and (3) real estate taxes and special assessments due and payable in 2018 and subsequent years, and (4) applicable zoning laws, ordinances and all other local, state, regional and federal laws and regulations, and (5) all easements, restrictions and covenants of record; and (6) all leases; and (7) all interests and other matters as shown on a survey.

It is intended and agreed that the above and foregoing agreement 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, and except only as otherwise specifically provided in this Deed, 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, and any successor in interest to the Property, or any part thereof against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

The Grantor does not know of any wells located on the described real property.

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

By _____
Its Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this ____ day of _____, 2018, by _____, the Chair/Commissioner of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic, on behalf of said body.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY:
City Attorney Office
City of Saint Paul
400 City Hall
St. Paul, MN 55102

Tax statements for the real property described in this instrument should be sent to (include name and address of Grantee)

Richard J. and Nancy E. Foss
2239 Como Avenue
Saint Paul, MN 55108-1719

EXHIBIT A
TO
QUIT CLAIM DEED FOR CITY PROPERTY

Legal Description

That part of Lot 21, Block 37, St. Anthony Park North, according to the recorded plat thereof, Ramsey County, Minnesota, lying southeasterly of a line described as commencing at the northeast corner of the Southeast Quarter of Section 20, Township 29, Range 23; thence on an assumed bearing of South 0 degrees 18 minutes 33 seconds West, along the east line of said Southeast Quarter of Section 20, a distance of 1312.12 feet; thence North 89 degrees 41 minutes 27 seconds West 1536.28 feet to a cast iron monument on the east line of said Lot 21 and the point of beginning of the line to be described; thence South 53 degrees 03 minutes 45 seconds West 64.76 feet; thence South 44 degrees 36 minutes 45 seconds West 13.29 feet; thence South 57 degrees 47 minutes 15 seconds West 23.72 feet; thence South 53 degrees 03 minutes 45 seconds West 36.40 feet to the west line of said Lot 21 and said line there terminating.

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EXHIBIT B

TO
QUIT CLAIM DEED FOR CITY PROPERTY

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