

**BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL  
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

1. Date: \_\_\_\_\_ 10/13/2020
2. Location of the Real Estate (the "Property"): \_\_\_\_\_ 0 Vadnais Blvd  
Vadnais Heights, Minnesota 55127
3. Legal Description of the Property: See Exhibit A attached hereto.
4. Name and address of Buyer: \_\_\_\_\_ **Five Star Mobile Estates, LP**  
200 Mayfair Road  
Saint Paul, Minnesota 55127
- Name and address of Seller: \_\_\_\_\_ **Board of Water Commissioners of the City of Saint Paul**  
1900 Rice Street  
Maplewood, Minnesota 55113
5. **Agreed Sale Price:** \_\_\_\_\_ **\$15,000.00**
6. Real Estate Taxes: Property taxes payable in 2020 and beyond will be the responsibility of the Buyer.
7. Real Estate Assessments: Buyer will pay all balances on pending and levied special assessments payable beyond 2020.
8. Title Documents: Seller will convey the subject property to Buyer, or Buyer's assigns, by Quit Claim Deed.
9. Personal Property and Fixtures Included in Sale: The existing flag pole and entrance sign located on the property are included in this sale.
10. This Agreement is subject to approval by the Board of Water Commissioners of the City of Saint Paul by Board Resolution at one of its monthly meetings.
11. Closing: Closing will occur within 90 days following approval as described in Section 10 of this agreement, at which time the title to the Property will be conveyed to Buyer and the Agreed Sale Price will be paid to the Seller, in full, by means of cashier's check made payable to the Board of Water Commissioners of the City of Saint Paul. The closing date may be postponed and rescheduled by mutual agreement of the parties hereto. Closing will be at the offices of the Seller. At closing, Seller and Buyer or its assigns will disclose their Federal Tax Identification

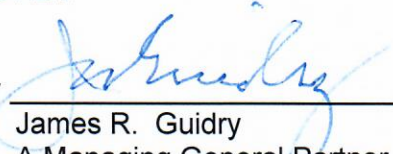
Numbers for the purposes of completing state and federal tax forms. Buyer will pay all closing costs.

12. Well Disclosure: Seller certifies that Seller does not know of any wells on the property.
13. As-is/Where-is: Buyer acknowledges that it is purchasing the Property with no representations and warranties relating to the physical condition of the property or its location.
14. All warranties and representations made in this Agreement will survive the closing and the conveyance of title to the Property. This Agreement and all obligations provided will, to the extent not fully satisfied and performed by or through the closing, survive the closing and the conveyance of title to the Property.
15. Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of any law, ordinance, or regulation as may pertain to the Property.
16. This Agreement signed by the parties will constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement. This Agreement may be modified or canceled only in writing signed by the Seller and Buyer, except that Buyer may freely assign its rights under this purchase agreement to a third party.
17. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
18. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

*[the remainder of this page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease, the day and year first written below.

**BUYER**

By \_\_\_\_\_  
James R. Guidry  
A Managing General Partner  
Five Star Mobile Estates, LP

**BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**

Approved:

By \_\_\_\_\_  
Stephen P. Schneider, General Manager  
Saint Paul Regional Water Services

By \_\_\_\_\_  
Mara Humphrey, President

By \_\_\_\_\_  
Mollie Gagnelius, Secretary

Approved as to form:

By \_\_\_\_\_  
Lisa Veith, Assistant City Attorney

By \_\_\_\_\_  
John McCarthy, Director  
Office of Financial Services



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

Beginning at a point on the south right-of-way line of Vadnais Boulevard 59 feet west of the north-south quarter line of Section 31, Township 30 North, Range 22 West, thence south along a line parallel to the north-south quarter line of said Section 31 a distance of 113 feet, more or less, to the intersection with the southwest line extended northwesterly of Lot 28, VADNAIS LAKE VILLAS; then northwesterly along the northwesterly extension of the southwesterly line of Lots 13 through 18, VADNAIS LAKE VILLAS, to the intersection with the southerly right-of-way line of Vadnais Boulevard; thence easterly along said southerly right-of-way line to the point of beginning.