

PURCHASE AGREEMENT

1. DATE: 2-4-22
2. SELLER(S): Roy Carlson, single (Seller)  
BUYER: Metro 7 Properties, LLC its successors and/or assigns (Buyer)

3. PROPERTY DESCRIPTION: Seller agrees to sell and Buyer agrees to purchase the property Located at 879 6<sup>th</sup> St E City of St. Paul County of Ramsey, State of Minnesota, legally described as: \_\_\_\_\_  
to conform

\_\_\_\_\_ (Property) together will all improvements, fixtures and appurtenances on the property if any, including but not limited to heating systems, central air conditioning systems, water heater, sump pumps, water softener or treatment systems, garage door opener and controls, light fixtures, ceiling fans, plumbing fixtures, pool and spa equipment, propane tanks: BUILT-IN dishwashers, ovens, cooktops, microwaves, hood fans.

4. TERMS: Seller has agreed to sell the Property to Buyer for the sum of Ten thousand and 00/100 Dollars (\$ 10,000.00) in the following manner: Non-refundable earnest money of \$ 0 and cash of \$ 10,000.00 on or before (closing date): TBD. The earnest money shall be deposited in the title company's trust account within 3 business days of final acceptance of this Purchase Agreement.

5. REAL ESTATE TAXES:
- a) Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.
  - b) Buyer and Seller shall prorate from the day of closing all real estate taxes due and payable in the year of closing.

DEFERRED TAXES/SPECIAL ASSESSMENTS:

- a) Seller shall pay on the date of closing any deferred real estate taxes (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
- b) Buyer and Seller shall prorate from the day of closing all installments of special assessments certified for payment with real estate taxes due and payable in the year of closing.
- c) Seller shall pay on the date of closing all other special assessments levied as of the Date of this Purchase Agreement.
- d) Seller shall provide for payment of special assessments pending as of the Date of this Purchase Agreement for nuisances, utility bills or improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments)
- e) Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

As of the Date of this Purchase Agreement, Seller represents that Seller **HAS/HAS NOT** received a notice regarding any nuisances, utility bills or new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of the Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

6. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a WARRANTY DEED (or other deed as determined by title company) joined in by spouse, if any, conveying marketable title, subject to
  - (a) building and zoning laws, ordinances, and state and federal regulations;
  - (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
  - (c) reservation of any mineral rights by the State of Minnesota;
  - (d) utility and drainage easements which do not interfere with existing improvements;
  - (e) rights of tenants as follows (unless specified, not subject to tenancies):
  
7. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement: (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this Purchase Agreement; and (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following: In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
  
8. **NOTICES:** 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. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

9. **POSSESSION:** Seller shall deliver possession of the Property:

**IMMEDIATELY AFTER CLOSING;** or

**OTHER:** \_\_\_\_\_

10. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

11. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN 348. Statute 559.217, Subd. 4. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

12. **FIRPTA:** Seller represents and warrants, under penalty of perjury, that Seller **IS/IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation). This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

13. **WALK-THROUGH:** Buyer has the right to a walk-through review of the property prior to closing to establish that the property is in substantially the same condition as of the date of this purchase agreement.

14. **Other:** See Addendum  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. **STATUTORY DISCLOSURES:**

- A. Seller **DOES/DOES NOT** know of a subsurface sewage treatment system (if DOES, see subsurface sewage treatment disclosure addendum).
- B. Seller **DOES/DOES NOT** know of any wells on or serving the Property (if DOES, see well disclosure statement).
- C. Seller **IS/IS NOT** aware of lead paint, **IS/IS NOT** aware of radon gas, **IS/IS NOT** aware of methamphetamine production on the Property (if any "IS", see corresponding disclosure form).


**16. MUNICIPAL PRE-SALE INSPECTIONS:** Certain municipalities require sellers to obtain pre-sale inspections on residential property prior to closing. These inspections can include but are not limited to housing inspection, main sewer line inspection, energy audit, etc. If the subject property requires a pre-sale inspection, and it has not been completed and a report delivered to the buyer prior to the signing of this purchase agreement, then this purchase agreement is subject to buyer's review and acceptance of any municipal pre-sale inspection required on the subject property. The buyer may at the buyer's option cancel this purchase agreement if the pre-sale inspection is not acceptable to the buyer.


**17. HVA CLAUSE:**

**SELLER UNDERSTANDS AND AGREES TO THE FOLLOWING:**

- 1. BUYER IS A PROFESSIONAL HOME BUYER AND BUYS PROPERTY BELOW MARKET VALUE TO RESELL FOR A PROFIT.**
- 2. SELLER ACKNOWLEDGES THAT A PARTNER OF THE BUYER, ROBERT EGAN, IS A LICENSED REAL ESTATE AGENT IN THE STATE OF MINNESOTA AND RELATED TO ANOTHER PARTNER AND IN NO WAY REPRESENTS THE SELLER.**
- 3. UPON CLOSING, ANY PERSONAL PROPERTY LEFT IN THE PROPERTY SHALL BECOME THE PERSONAL PROPERTY OF THE BUYER.**
- 4. BUYER WILL PAY NORMAL SELLER CLOSING COSTS TO INCLUDE: SETTLEMENT FEE, RECORDING FEES AND OTHER NOMINAL FEES.**
- 5. BUYER AND SELLER AGREE TO WAIVE MATERIAL DISCLOSURE.**
- 6. BUYER IS PURCHASING THE PROPERTY AS-IS, WHERE-IS WITH ALL ITS FAULTS AND WITH NO WARRANTIES FROM THE SELLER.**

\_\_\_\_\_  
Seller Date

 2-4-22  
\_\_\_\_\_  
Buyer Date

  
\_\_\_\_\_  
Seller's Printed Name

Metro 7 Properties, LLC  
By:   
\_\_\_\_\_

 2-4-22  
\_\_\_\_\_  
Seller Date

  
\_\_\_\_\_  
Seller's Printed Name

**ADDENDUM TO PURCHASE AGREEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

1. Date 2-4-2022  
2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated 2-4, 20 22, pertaining to the  
4. purchase and sale of the property at 879 6th St E

5. \_\_\_\_\_  
6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. Buyer and Seller agree to the following:

9. Agreement is contingent on legislative approval from the city of St. Paul to allow for Repair, and not Removal, of  
10. the property.

11. Buyer will provide for the \$5000.00 Vacant Building deposit and the \$493.00 Compliance Inspection fee.

12. Due to the property being secured and unavailable to inspect at this time, Buyer reserves the right to inspect for  
13. structural and foundational damage.

14. Buyer agrees to arrange for and fund all necessary renovations with licensed contractor(s) to attain the COO  
15. in accordance with the Code Compliance report to include any plans required.

16. Seller agrees to provide Buyer a security agreement for Buyer's investment in the case of Seller's death or  
17. incapacity.

18. \_\_\_\_\_  
19. \_\_\_\_\_  
20. \_\_\_\_\_  
21. \_\_\_\_\_  
22. \_\_\_\_\_  
23. \_\_\_\_\_  
24. \_\_\_\_\_  
25. \_\_\_\_\_  
26. \_\_\_\_\_  
27. \_\_\_\_\_  
28. \_\_\_\_\_  
29. \_\_\_\_\_  
30. \_\_\_\_\_

31. [Signature] 2-4-22 [Signature] 2-4-22  
(Seller) (Date) (Buyer) (Date)

32. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**  
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**