

# SIGNATURE.

REAL ESTATE GROUP



We look forward to working with you!

Below is our contact information:

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### PURCHASE AGREEMENT

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1. Date March 01 2023  
2. Page 1

3. BUYER (S): That Property Place LLC

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. One Hundred Fifty Dollars (\$ 150.00 )

7. shall be delivered to listing broker, or, if checked, to  West Title | 4301 MN-7 #100, St Louis Park, MN 55416 no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. \_\_\_\_\_  
9. \_\_\_\_\_  
10. \_\_\_\_\_

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: 46 Front Ave

13. City of Saint Paul, County of Ramsey,

14. State of Minnesota, Zip Code 55117, legally described as BAZILLES ADDITION OF ACRE LOT SUBJ TO ESMT, THE FO

15. L; W 1/4 OF N 105 FT OF LOT 1

16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems, in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

33. \_\_\_\_\_

34. Notwithstanding the foregoing, leased fixtures are not included.

35. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

36. \_\_\_\_\_

### PURCHASE PRICE:

38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 41,000.00 )

39. Forty-One Thousand Dollars,

40. which Buyer agrees to pay in the following manner:

41. 1. 100.0 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

42. 2. \_\_\_\_\_ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

43. 3. \_\_\_\_\_ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

44. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

### CLOSING DATE:

48. The date of closing shall be on or before June 1 2023.



**PURCHASE AGREEMENT**

49. Page 2 Date March 01 2023

50. Property located at 46 Front Ave Saint Paul MN 55117

**MORTGAGE FINANCING:**

51. This Purchase Agreement  **IS**  **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the -----(Check one.)-----

52. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER’S CONTRIBUTIONS TO BUYER’S COSTS** section.

53. Such mortgage financing shall be: (Check one.)

54.  **FIRST MORTGAGE only**  **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

55. Buyer shall apply for and secure, at Buyer’s expense, a: (Check all that apply.)

56.  **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

57.  **DEPARTMENT OF VETERANS’ AFFAIRS (“DVA”) GUARANTEED**

58.  **FEDERAL HOUSING ADMINISTRATION (“FHA”) INSURED**

59.  **UNITED STATES DEPARTMENT OF AGRICULTURE (“USDA”) RURAL DEVELOPMENT**

60.  **OTHER** Hard Money (functionally Cash)

61. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than 30 years, with an initial interest rate at no more than market percent (%) per annum. The mortgage application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.

62. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first mortgage and any subordinate financing. (Check one.)

63.  If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

64.  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**  
------(Check one.)-----

65. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited. See the following DVA and FHA Escape Clauses.

66.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before \_\_\_\_\_ .

67. For purposes of this Contingency, **“Written Statement”** means a Written Statement prepared by Buyer’s mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close the loan.

68. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below, are deemed accepted by Buyer:

- 69. (a) work orders agreed to be completed by Seller;
- 70. (b) any other financing terms agreed to be completed by Seller here; and
- 71. (c) any contingency for the sale and closing of Buyer’s property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT**

89. Page 3 Date March 01 2023

90. Property located at 46 Front Ave Saint Paul MN 55117

91. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for  
 92. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller  
 93. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is  
 94. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
 95. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
 96. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

97. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement  
 98. canceled if the reason this Purchase Agreement does not close was due to:  
 99. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
 100. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
 101. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except  
 102. as specified in the contingency for sale and closing of Buyer's property.

103. If the Written Statement is not provided by the date specified on line 77, Seller may, at Seller's option, declare this  
 104. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
 105. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
 106. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
 107. directing all earnest money paid here to be  **RETAINED BY SELLER**  **REFUNDED TO BUYER.**  
 -----(Check one.)-----

108. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
 109. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
 110. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
 111. money paid here to be  **RETAINED BY SELLER**  **REFUNDED TO BUYER.**  
 -----(Check one.)-----

112. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:  
 113. (Check one.)

- 114.  **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
- 115.  **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

116. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ 0.00 to make  
 117. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the  
 118. cost of making said repairs shall exceed this amount, Seller shall have the following options:  
 119. (a) making the necessary repairs; or  
 120. (b) negotiating the cost of making said repairs with Buyer; or  
 121. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
 122. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
 123. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow  
 124. amounts related thereto above the amount specified on line 116 of this Purchase Agreement.

125.  **SELLER**  **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
 -----(Check one.)-----

126. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
 127. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur  
 128. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance  
 129. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the  
 130. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the  
 131. appraised value of the Property as not less than \$ \_\_\_\_\_ .  
 (sale price)

132. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
 133. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
 134. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/  
 135. herself that the price and condition of the Property are acceptable."



**PURCHASE AGREEMENT**

136. Page 4 Date March 01 2023

137. Property located at 46 Front Ave Saint Paul MN 55117

138. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

139. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_.

140. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

141. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan  
142. amount must be paid at the closing of this transaction as follows:

143. \_\_\_\_\_ paid by Buyer  **AT CLOSING**  **ADDED TO MORTGAGE AMOUNT**  
------(Check one.)-----

144. \_\_\_\_\_ paid by Seller

145. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

146. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,  
147. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest  
148. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase  
149. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The  
150. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without  
151. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

152. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**  
153. **annual installments of special assessments certified to yearly taxes.**

154. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

155. \_\_\_\_\_

**SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

157. Seller  **IS**  **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)  
------(Check one.)-----

158.  \$ \_\_\_\_\_

159.  \_\_\_\_\_ percent (%) of the sale price

160. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,  
161. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any  
162. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's  
163. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained  
164. by Seller.

165. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**  
166. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

**INSPECTIONS:**

168. Buyer has been made aware of the availability of Property inspections. Buyer  **ELECTS**  **DECLINES** to have a  
169. Property inspection performed at Buyer's expense. ------(Check one.)-----

170. This Purchase Agreement  **IS**  **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to  
------(Check one.)-----

171. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase  
172. Agreement.

173. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**  
174. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"  
175. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or  
176. otherwise damages the Property.

177. Seller  **DOES**  **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).  
------(Check one.)-----

178. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's  
179. intrusive testing at Buyer's sole expense.

**PURCHASE AGREEMENT**

180. Page 5 Date March 01 2023

181. Property located at 46 Front Ave Saint Paul MN 55117

182. Seller will provide access to attic(s) and crawlspace(s).

183. Within \_\_\_\_\_ Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,  
184. shall be done ("Inspection Period").

185. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the  
186. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's  
187. intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and  
188. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
189. earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end  
190. of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement  
191. shall be in full force and effect.

192. **OTHER INSPECTION ITEMS:**

193.

194.

195.

**SALE OF BUYER'S PROPERTY:**

196.  
197. (Check one.)

198.  1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*  
199. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

200. OR

201.  2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
202. \_\_\_\_\_, which is scheduled to close on

203. \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
204. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
205. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
206. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
207. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
208. Agreement, if applicable.

209. OR

210.  3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale  
211. and closing on any other property.

**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

213. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years  
214. including all penalties and interest.

215. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_/12ths **OF** real estate taxes  
------(Check one.)-----  
216. due and payable in the year of closing.

217. Seller shall pay  **PRORATED TO DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_/12ths **OF** real estate taxes due and  
------(Check one.)-----  
218. payable in the year of closing.

219. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller  **SHALL**  **SHALL NOT**  
------(Check one.)-----  
220. pay the difference between the homestead and non-homestead.

221. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which  
222. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

**PURCHASE AGREEMENT**

223. Page 6 Date March 01 2023

224. Property located at 46 Front Ave Saint Paul MN 55117

225. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

226.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green  
------(Check one.)-----

227. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

228.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON  
------(Check one.)-----

229. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and  
230. payable in the year of closing.

231.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as  
------(Check one.)-----

232. of the Date of this Purchase Agreement.

233.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
------(Check one.)-----

234. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
235. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments  
236. or less, as required by Buyer's lender.)

237. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
238. which is not otherwise here provided.

239. As of the Date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
------(Check one.)-----

240. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
241. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing  
242. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on  
243. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide  
244. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare  
245. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
246. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
247. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
248. directing all earnest money paid here to be refunded to Buyer.

**ADDITIONAL PROVISIONS:**

250. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement  IS  IS NOT subject to  
------(Check one.)-----

251. cancellation of a previously executed purchase agreement dated \_\_\_\_\_ .

252. (If answer is **IS**, said cancellation shall be obtained no later than \_\_\_\_\_ .

253. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
254. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
255. be refunded to Buyer.)

256. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

257.  WARRANTY DEED  PERSONAL REPRESENTATIVE'S DEED  CONTRACT FOR DEED  TRUSTEE'S DEED

258.  OTHER: \_\_\_\_\_ DEED joined in by spouse, if any, conveying marketable title, subject to

- 259. (a) building and zoning laws, ordinances, and state and federal regulations;
- 260. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 261. (c) reservation of any mineral rights by the State of Minnesota;
- 262. (d) utility and drainage easements which do not interfere with existing improvements;
- 263. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_

264. \_\_\_\_\_ ; and

265. (f) others (must be specified in writing): \_\_\_\_\_

266. \_\_\_\_\_ .

**PURCHASE AGREEMENT**267. Page 7 Date March 01 2023268. Property located at 46 Front Ave Saint Paul MN 55117.269. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)270.  **IMMEDIATELY AFTER CLOSING;** or271.  **OTHER:** \_\_\_\_\_.272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
273. by possession date.274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service  
275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")  
276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase  
277. Agreement.278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and  
279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of  
280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:282. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if  
283. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
284. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or  
285. assisting Seller, upon cancellation of this Purchase Agreement; and286. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including  
287. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's  
288. title opinion at Buyer's selection and cost and provide a copy to Seller.289. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs  
290. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to  
291. the following:292. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty  
293. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In  
294. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing  
295. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to  
296. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is  
297. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
298. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
299. be refunded to Buyer.300. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
301. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller  
302. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording  
303. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary  
304. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.305. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,  
306. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with  
307. construction, alteration, or repair of any structure on, or improvement to, the Property.308. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
309. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller  
310. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
311. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.  
312. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or  
313. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants  
314. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.315. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided  
316. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
317. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.318. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or  
319. inspections agreed to here.



**PURCHASE AGREEMENT**320. Page 8 Date March 01 2023321. Property located at 46 Front Ave Saint Paul MN 55117.

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

328. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

329. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)  
 330. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)  
 331. ending at 11:59 P.M. on the last day.

332. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
 333. stated elsewhere by the parties in writing.

334. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of  
 335. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

336. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money  
 337. from the Earnest Money Holder's trust account:

- 338. (a) at or upon the successful closing of the Property;
- 339. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*  
 340. *Agreement* executed by both Buyer and Seller;
- 341. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 342. (d) upon receipt of a court order.

343. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
 344. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and  
 345. Seller shall affirm the same by a written cancellation agreement.

346. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions  
 347. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any  
 348. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may  
 349. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase  
 350. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN  
 351. Statute 559.217, Subd. 4.

352. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
 353. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
 354. performance, such action must be commenced within six (6) months after such right of action arises.

355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
 356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained  
 357. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota  
 358. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at  
 359. [www.corr.state.mn.us](http://www.corr.state.mn.us).

360. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**  
 361. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**  
 362. **THIS PURCHASE AGREEMENT.**

363. BUYER HAS RECEIVED A: (Check any that apply.)  **DISCLOSURE STATEMENT: SELLER'S PROPERTY**  
 364. **DISCLOSURE STATEMENT** OR A  **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES** FORM.

365. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or  
 366. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if  
 367. any.

368. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

369. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY  
 370. AND ITS CONTENTS.

**PURCHASE AGREEMENT**

371. Page 9 Date March 01 2023

372. Property located at 46 Front Ave Saint Paul MN 55117

373. **(Check appropriate boxes.)**

374. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

375. **CITY SEWER**  **YES**  **NO** / **CITY WATER**  **YES**  **NO**

376. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

377. SELLER  **DOES**  **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
-----*(Check one.)*-----

378. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System.*)

380. **PRIVATE WELL**

381. SELLER  **DOES**  **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.  
-----*(Check one.)*-----

382. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

383. THIS PURCHASE AGREEMENT  **IS**  **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT**:  
-----*(Check one.)*-----

384. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

385. (If answer is **IS**, see attached *Addendum.*)

386. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
387. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**  
388. **TREATMENT SYSTEM.**

389. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/  
390. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,  
391. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. *(Check one.)*

392.  A Home Protection/Warranty Plan will be obtained by  **BUYER**  **SELLER** and paid for by  
-----*(Check one.)*-----

393.  **BUYER**  **SELLER** to be issued by \_\_\_\_\_  
-----*(Check one.)*-----

394. at a cost not to exceed \$ \_\_\_\_\_ .

395.  No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect  
396. to purchase a Home Protection/Warranty Plan.

**AGENCY NOTICE**

397. Seller is Representing Themselves in Transaction

398. \_\_\_\_\_ is  **Seller's Agent**  **Buyer's Agent**  **Dual Agent**  **Facilitator**.  
(Licensee) -----*(Check one.)*-----

399. \_\_\_\_\_  
(Real Estate Company Name)

400. **Paige E Severson** is  **Seller's Agent**  **Buyer's Agent**  **Dual Agent**  **Facilitator**.  
(Licensee) -----*(Check one.)*-----

401. **Keller Williams Integrity Realty**  
(Real Estate Company Name)

402. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

**PURCHASE AGREEMENT**403. Page 10 Date March 01 2023404. Property located at 46 Front Ave Saint Paul MN 55117405. **DUAL AGENCY REPRESENTATION**406. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**407.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 408-424.*408.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 409-424.*

409. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a  
 410. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
 411. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
 412. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).

413. Seller(s) and Buyer(s) acknowledge that

414. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will  
 415. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
 416. information will be shared;

417. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

418. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
 419. the sale.

420. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker  
 421. and its salesperson to act as dual agents in this transaction.

422. Seller  Buyer 

423. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

424. Date 03/02/2023 Date 03/02/2023

425. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
 426. cash outlay at closing or reduce the proceeds from the sale.

427. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives  
 428. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved  
 429. in the transaction at the time these documents are provided to Buyer and Seller.

430. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
 431. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
 432. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
 433. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

434. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
 435. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
 436. the closing and delivery of the deed.

437. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
 438. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
 439. identification numbers or Social Security numbers.

440. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
 441. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
 442. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**  
 443. **party whether the transaction is exempt from FIRPTA withholding requirements.**

MN:PA-10 (8/22)

**PURCHASE AGREEMENT**444. Page 11 Date March 01 2023445. Property located at 46 Front Ave Saint Paul MN 55117.

446. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
 447. and all addenda must be fully executed by both parties and a copy must be delivered.

448. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
 449. this transaction constitute valid, binding signatures.

450. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
 451. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
 452. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
 453. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and  
 454. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
 455. Agreement.

456. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
 457. for deed.

458. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
 459. (1) of this Purchase Agreement.

460. **OTHER:**

461. Seller to allow buyer reasonable access to the property from accepted offer to closing, for  
 bids from appropriate contractors and specialists.

462. Buyer to assume all personal property items in home as seen on date of showing 3/1/2023.

463. Purchase agreement is subject to and contingent on approval from the City of Saint Paul to  
 464. move forward with the renovations.

465. Purchase agreement is also subject to separate agreement between buyer and seller to conduct  
 the renovation/rehabilitation of the property in the required manner for Category III  
 466. Buildings within the City of Saint Paul.

467.

468.

469.

470. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

471. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

472.  Addendum to Purchase Agreement

473.  Addendum to Purchase Agreement: Additional Signatures

474.  Addendum to Purchase Agreement: Assumption Financing

475.  Addendum to Purchase Agreement: Buyer Move-In Agreement

476.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

477.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community  
 478. ("CIC")

479.  Addendum to Purchase Agreement: Contract for Deed Financing

480.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint  
 481. Hazards

482.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

483.  Addendum to Purchase Agreement: Seller's Rent Back Agreement

484.  Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency

485.  Addendum to Purchase Agreement: Short Sale Contingency

486.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency

487.  Other: \_\_\_\_\_

# PURCHASE AGREEMENT

488. Page 12 Date March 01 2023

489. Property located at 46 Front Ave Saint Paul MN 55117

490. I agree to sell the Property for the price and on the  
491. terms and conditions set forth above.

492. **I have reviewed all pages of this Purchase  
493. Agreement.**

494.  **If checked, this Purchase Agreement is subject to  
495. attached Addendum to Purchase Agreement:  
496. Counteroffer and the Final Acceptance Date shall be  
497. noted on the Addendum.**

498. **FIRPTA:** Seller represents and warrants, under penalty  
499. of perjury, that Seller  **IS**  **IS NOT** a foreign person (i.e., a  
-----*(Check one.)*-----

500. non-resident alien individual, foreign corporation, foreign  
501. partnership, foreign trust, or foreign estate for purposes of  
502. income taxation. (See lines 430-443.) This representation  
503. and warranty shall survive the closing of the transaction  
504. and the delivery of the deed.

505. X  03/02/2023  
(Seller's Signature) (Date)

506. X Petr Gnatyk  
(Seller's Printed Name)

507. X \_\_\_\_\_  
(Seller's Signature) (Date)

508. X \_\_\_\_\_  
(Seller's Printed Name)

I agree to purchase the Property for the price and on  
the terms and conditions set forth above.

**I have reviewed all pages of this Purchase  
Agreement.**

X  03/02/2023  
(Buyer's Signature) (Date)

X Rashad Kennedy  
(Buyer's Printed Name)

X \_\_\_\_\_  
(Buyer's Signature) (Date)

X \_\_\_\_\_  
(Buyer's Printed Name)

509. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
510. is the date on which the fully executed Purchase Agreement is delivered.

511. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
512. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

513. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE  
514. STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,  
515. WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

516. SELLER(S)  BUYER(S) 

517. SELLER(S) \_\_\_\_\_ BUYER(S) \_\_\_\_\_

# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker’s account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

AuthentiSIGN  
*Petr Gnatyk*

03/02/23

(Signature)

(Date)

AuthentiSIGN  
*RASHAD KENNEDY*

03/02/23

(Signature)

(Date)

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**ADDENDUM TO PURCHASE AGREEMENT:  
BUYER PURCHASING "AS IS" AND  
LIMITATION OF SELLER LIABILITY**

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- 1. Date March 1st, 2023
- 2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**  
4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**  
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated March 1st 2023  
7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
8. 46 Front Ave Saint Paul MN 55117

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**  
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**  
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25.  03/02/2023  03/02/2023  
(Seller) (Date) (Buyer) (Date)

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

27. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
28. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**ADDENDUM TO PURCHASE AGREEMENT:  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

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- 1. Date March 1st, 2023
- 2. Page 1

- 3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_
- 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
- 5. 46 Front Ave Saint Paul MN 55117

**6. Lead Warning Statement**

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of  
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including  
10. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also  
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide  
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's  
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible  
14. lead-based paint hazards is recommended prior to purchase.

**15. Seller's Disclosure (Check one.)**

- 16.  Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
- 17. in the housing.
- 18.  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
- 19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
- 20. hazards in the housing. (Please explain and list documents below):
- 21.
- 22.
- 23.

**24. Buyer's Acknowledgment**

- 25. Buyer has received copies of all information listed above, if any.
- 26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
- 27. Buyer has: (Check one.)
- 28.  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
- 29. lead-based paint hazards; or
- 30.  Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
- 31. the presence of lead-based paint and/or lead-based paint hazards.
- 32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
- 33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
- 34. shall be completed within  **TEN (10)**  \_\_\_\_\_ Calendar Days after Final Acceptance of the Purchase
- 35. Agreement. ----- (Check one.) -----



**ADDENDUM TO PURCHASE AGREEMENT:  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

36. Page 2

37. Property located at 46 Front Ave Saint Paul MN 55117

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,  
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee  
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely  
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk  
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days  
43. after delivery of the written list of required corrections that:  
44. (A) some or all of the required corrections will be made; or  
45. (B) Buyer waives the deficiencies; or  
46. (C) an adjustment to the purchase price will be made;  
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is  
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that  
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or  
51. assisting Seller of the waiver or removal, in writing, within the time specified.

---



52. **Real Estate Licensee’s Acknowledgment**

53. Real estate licensee has informed Seller of Seller’s obligations under 42 U.S.C. 4852(d) and is aware of licensee’s  
54. responsibility to ensure compliance.


---

55. **Certification of Accuracy**

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the  
57. information provided by the signatory is true and accurate.

58.  03/02/2023  03/02/2023  
(Seller) (Date) (Buyer) (Date)

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

60. \_\_\_\_\_ (Real Estate Licensee) (Date)  03/02/2023  
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

---

TLX:SALE-2 (8/20)



## DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2.

### ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or  
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing  
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) on  
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the  
9. applicable conciliation court; and

10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration  
11. System (“Arbitration System”) administered by National Center for Dispute Settlement (“NCDS”) and endorsed  
12. by the Minnesota Association of REALTORS® (“MNAR”). The ARBITRATION AGREEMENT is enforceable only  
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The  
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your Purchase Agreement will still**  
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not  
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and  
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding  
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims  
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under  
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to  
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that  
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial  
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation  
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate  
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to  
29. appeal an arbitrator’s award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**  
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**  
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.  
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator  
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request  
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,  
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.  
39. A party may be represented by a lawyer at the hearing, at the party’s own expense, if he or she gives five (5) days  
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony  
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be  
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties’  
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an  
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**  
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule  
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119  
48. or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions about arbitration, call NCDS  
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**  
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**  
53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 46 Front Ave

55. City of Saint Paul, County of Ramsey

56. State of Minnesota, Zip Code 55117

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or  
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*  
59. dated March 1st 2023, including claims of fraud, misrepresentation, warranty and negligence, shall  
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration  
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of  
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect  
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one  
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement  
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to  
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a  
67. broker shall bind the broker and all licensees of that broker.

68.  03/02/2023  
(Seller's Signature) (Date)

 03/02/2023  
(Buyer's Signature) (Date)

69. Petr Gnatyk  
(Seller's Printed Name)

Rashad Kennedy  
(Buyer's Printed Name)

70. \_\_\_\_\_  
(Seller's Signature) (Date)

\_\_\_\_\_  
(Buyer's Signature) (Date)

71. \_\_\_\_\_  
(Seller's Printed Name)

\_\_\_\_\_  
(Buyer's Printed Name)

72. \_\_\_\_\_  
(Licensee Representing or Assisting Seller) (Date)

 03/02/2023  
(Licensee Representing or Assisting Buyer) (Date)

73. \_\_\_\_\_  
(Company Name)

Keller Williams Integrity Realty  
(Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**  
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**



**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2021 Minnesota Association of REALTORS®, Minnetonka, MN

- 1. Date March 01, 2023
- 2. Page 1 of \_\_\_\_\_ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at 46 Front Ave,

6. City of Saint Paul, County of Ramsey,

7. State of Minnesota, Zip Code 55117 ("Property").

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes  
9. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**  
10. **prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the**  
11. **following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or  
12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or  
13. warranties the party(ies) may wish to obtain.

14. **(Select one option only.)**

15. 1)  **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that  
16. discloses material information relating to the real Property that has been prepared by a qualified third party.  
17. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or  
18. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice  
19. for the type of inspection or investigation that has been conducted by the third party in order to prepare the  
20. written report.

21. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**  
22. **that is included in a written report, or material facts known by Seller that are not included in the**  
23. **report.**

24. The inspection report was prepared by \_\_\_\_\_  
25. \_\_\_\_\_, and dated \_\_\_\_\_.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included  
27. in the above referenced inspection report.

28.

29.

30.

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above  
32. referenced inspection report.

33.

34.

35.

36. 2)  **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing.  
37. Seller and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under  
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller  
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any  
41. intended use of the Property, other than those disclosure requirements created by any other law.  
42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could  
43. adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the  
44. Property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or**  
46. **abridge any obligation for Seller disclosure created by any other law.**



**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

47. Page 2

48. Property located at 46 Front Ave Saint Paul MN 55117

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also  
 51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.  
 52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities  
 53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system  
 55. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*

56. Seller  **DOES**  **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described  
 -----*(check one.)*-----  
 57. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*  
 58. *Subsurface Sewage Treatment System.*)

59.  There is a subsurface sewage treatment system on or serving the above-described real Property.  
 60. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

61.  There is an abandoned subsurface sewage treatment system on the above-described real Property.  
 62. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)  
 64. *(Check appropriate box(es).)*

65.  Seller does not know of any wells on the above-described real Property.

66.  There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*

67.  This Property is in a Special Well Construction Area.

68.  There are wells serving the above-described Property that are not located on the Property.

69. Comments:

70.

71.

72. **C. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
 73. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
 74. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

75. Seller represents that Seller  **IS**  **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,  
 -----*(Check one.)*-----  
 76. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall  
 77. survive the closing of any transaction involving the Property described here.

78. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the  
 79. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In  
 80. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.  
 81. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring  
 82. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal  
 83. Revenue Code.

84. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility  
 85. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**  
 86. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**  
 87. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

89. Property located at 46 Front Ave Saint Paul MN 55117

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

91. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

92.  Seller is not aware of any methamphetamine production that has occurred on the Property.

93.  Seller is aware that methamphetamine production has occurred on the Property.

94. (See Disclosure Statement: Methamphetamine Production.)

95. **E. RADON DISCLOSURE:**

96. (The following Seller disclosure satisfies MN Statute 144.496.)

97. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL  
98. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends  
99. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can  
100. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

101. Every buyer of any interest in residential real property is notified that the property may present exposure to  
102. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.  
103. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading  
104. cause overall. The seller of any interest in residential real property is required to provide the buyer with any  
105. information on radon test results of the dwelling.

106. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota  
107. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and  
108. can be found at [www.health.state.mn.us/communities/environment/air/radon/radonre.html](http://www.health.state.mn.us/communities/environment/air/radon/radonre.html).

109. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts  
110. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN  
111. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by  
112. the court. Any such action must be commenced within two years after the date on which the buyer closed the  
113. purchase or transfer of the real Property.

114. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual  
115. knowledge.

116. (a) Radon test(s)  HAVE  HAVE NOT occurred on the Property.  
------(Check one.)-----

117. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most  
118. current records and reports pertaining to radon concentration within the dwelling:

119.

120.

121.

122. (c) There  IS  IS NOT a radon mitigation system currently installed on the Property.  
------(Check one.)-----

123. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system  
124. description and documentation.

125.

126.

127.

128. **F. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
129. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
130. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
131. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

132. Page 4

133. Property located at 46 Front Ave Saint Paul MN 55117.

134. **G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

135. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping  
136. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the  
137. sale of the home.

138. **H. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many  
139. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the  
140. home.

141. Examples of exterior moisture sources may be

- 142. • improper flashing around windows and doors,
- 143. • improper grading,
- 144. • flooding,
- 145. • roof leaks.

146. Examples of interior moisture sources may be

- 147. • plumbing leaks,
- 148. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 149. • overflow from tubs, sinks, or toilets,
- 150. • firewood stored indoors,
- 151. • humidifier use,
- 152. • inadequate venting of kitchen and bath humidity,
- 153. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 154. • line-drying laundry indoors,
- 155. • houseplants—watering them can generate large amounts of moisture.

156. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result  
157. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.  
158. Therefore, it is very important to detect and remediate water intrusion problems.

159. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.  
160. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,  
161. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

162. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you  
163. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having  
164. the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your  
165. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the  
166. Property.

167. **I. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
168. offender registry and persons registered with the predatory offender registry under MN Statute 243.166  
169. may be obtained by contacting the local law enforcement offices in the community where the property is  
170. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections  
171. web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

MN:DS:SDA-4 (8/21)

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

172. Page 5

173. Property located at 46 Front Ave Saint Paul MN 55117

174. **J. SELLER'S STATEMENT:**

175. *(To be signed at time of listing.)*

176. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
177. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the  
178. Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a  
179. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a  
180. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is  
181. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must  
182. provide a copy to the prospective buyer.

183. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party  
184. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware  
185. that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of  
186. the Property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment*  
187. *to Disclosure Statement* form.

188. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose  
189. and will NOT disclose any new or changed information regarding facts.

190. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection  
191. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required  
192. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*  
193. *Disclosure* form.

194.  Petr Gnatyk 03/02/2023  
(Seller) (Date) (Seller) (Date)

195. **K. BUYER'S ACKNOWLEDGEMENT:**

196. *(To be signed at time of purchase agreement.)*

197. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to  
198. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have  
199. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of  
200. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute  
201. for any inspections or warranties the party(ies) may wish to obtain.

202. The information disclosed is given to the best of the Seller's knowledge.

203.  RASHAD KENNEDY 03/02/2023  
(Buyer) (Date) (Buyer) (Date)

204. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**  
205. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:DS:SDA-5 (8/21)





# Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

## Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

**Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

## Radon Facts

**How dangerous is radon?** Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

**Where is your greatest exposure to radon?** For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

**What is the recommended action based on my results?** If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.

## Radon Warning Statement

“The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radontest performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling”

## Radon Testing

Any test lasting less than three months requires **closed-house conditions**. This means keep all windows and doors closed, except for normal entry and exit.

**Before testing:** Begin closed-house conditions at least 12 hours before the start of the radon test.

**During testing:** Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

**Where should the test be conducted?** Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

### Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- 4 inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat/humidity

### How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Here are the two most common.

#### Continuous Radon Monitor (CRM)

This test is completed by a certified radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

#### Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

**All radon tests should be conducted by a licensed professional.** This ensures the test was conducted properly, in the correct location(s), which includes testing the lowest liveable level in each unique foundation type and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

## Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional. A list of these licensed radon mitigation professionals can be found on MDH's Radon website.

**Radon mitigation** is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,200 to \$2,500.

**After a radon mitigation system is installed** perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

### Radon Information on the Web:

[www.health.state.mn.us/radon](http://www.health.state.mn.us/radon)

Last Updated 3/2021

### MDH Indoor Air Unit

PO Box 64975

St Paul, MN 55164-0975

651-201-4601

800-798-9050

[health.indoorair@state.mn.us](mailto:health.indoorair@state.mn.us)



PERSONAL PROPERTY AGREEMENT

1. Date 03/01/2023

2.

3. IN CONSIDERATION OF THE PAYMENT OF ONE DOLLAR (\$1.00) AND OTHER  
4. GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby

5. acknowledged, Petr Gnatyk

6.

7. of the County of Ramsey, State of Minnesota, hereby agree to

8. sell and convey to That Property Place LLC

9. the following describes Goods ,Chattels and Personal Property:

10. Buyer to assume personal property as seen on date of showing 3/1/2023

11.

12.

13.

14.

15.

16.

17.

18.

19.

20.

21.

22. The sale and conveyance of the above Personal Property is subject to the successful

23. closing of the Purchase Agreement between parties dated

24.

25. Pertaining to the purchase of the property at 46 Front Ave

26. Saint Paul MN 55117

27.

28. In the event the sale of the above described property does not close, this Agreement shall

29. become null and void, with the parties having no further obligation to perform any terms

30. of this Agreement.

31. Seller hereby covenants and warrants that s/he is the lawful owner of said Personal

32. Property, and that said Personal Property will be free and clear from all encumbrances at

33. the time of sale. It is understood the Buyer accepts the property "as is". Upon successful

34. closing of the real estate sale of the above referenced property, the Seller will deliver a

35. Bill of Sale to the Buyer for the above Personal Property.

36. SELLER: Petr Gnatyk 03/02/23 BUYER: RASHAD KENNEDY 03/02/23

37. SELLER: (Date) BUYER: (Date)

38. THIS IS A LEGALLY BIDDING CONTRACT,

39. IF YOU DO NOT UNDERSTAND IT, SEEK COMPETENT ADVICE.



# DISCLOSURE STATEMENT: COMPENSATION DISCLOSURE TO BUYER/TENANT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Date March 1st, 2023

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at

3. 46 Front Ave Saint Paul MN 55117

4. BAZILLES ADDITION OF ACRE LOT SUBJ TO ESMT, THE FOL; W 1/4 OF N 105 FT OF LOT 1,

5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,  
6. is: (Check all that apply.)

7. From Seller/Owner or their Broker  \_\_\_\_\_ % of sale price.

8.  \$ \_\_\_\_\_ .

9.  \_\_\_\_\_ .

10. From Buyer/Tenant  \_\_\_\_\_ % of sale price.

11.  \$ \_\_\_\_\_ .

12.  \$599 BA Fee | \$2,000 Facilitation Servic .

13. I/We hereby acknowledge that I/we have received a copy of this Compensation Disclosure prior to signing a lease or  
14. an offer to purchase the property.

15. Keller Williams Integrity Realty  
(Real Estate Company Name) (Date)

 03/02/2023  
(Buyer/Tenant) (Date)

16. BY:  03/02/2023  
(Licensee Representing or Assisting Buyer/Tenant) (Date)

\_\_\_\_\_  
(Address)

17. 1350 Lagoon Ave No. 900  
(Address)

\_\_\_\_\_  
(City/State/Zip)

18. Minneapolis MN 55408  
(City/State/Zip)

rashad@thatpropertyplace.net  
(E-mail Address)

19. paige.severson@kw.com  
(E-mail Address)

\_\_\_\_\_  
(Buyer/Tenant) (Date)

20. \_\_\_\_\_  
(Address)

21. \_\_\_\_\_  
(City/State/Zip)

22. \_\_\_\_\_  
(E-mail Address)



# FACILITATOR SERVICES AGREEMENT: BUYER

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1. Date March 01 2023

2. Page 1 of \_\_\_\_\_ pages

3. **DEFINITIONS:** Buyer is That Property Place LLC (“Buyer”).  
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is Keller Williams Integrity Realty (“Broker”).  
(Real Estate Company Name)

5. Buyer gives Broker the  **EXCLUSIVE**  **NONEXCLUSIVE** right to provide the services specified below. This  
------(Check one.)-----

6. Agreement starts on March 01 2023 , and ends at 11:59 P.M. on  
7. November 01 2023 . This Agreement terminates upon successful closing of a property located  
8. in Minnesota or expiration or cancellation of this Agreement, whichever occurs first.

9. This Agreement may only be canceled by written mutual agreement of the parties.

10. **BROKER’S OBLIGATION:** Buyer understands that Broker is not representing Buyer as Buyer’s agent and owes Buyer  
11. no fiduciary duties other than as specified in this Agreement. Buyer understands that confidential information about  
12. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Buyer instructs  
13. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable  
14. efforts and professional knowledge and skills to assist Buyer in locating or purchasing property located in Minnesota.  
15. Broker shall comply with Minnesota law regarding escrow of funds related to the sale or purchase of property. Broker  
16. must disclose to potential purchasers all material facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property,  
17. of which Broker is aware, which could adversely and significantly affect an ordinary purchaser’s use or enjoyment of the  
18. property, or any intended use of the property. Broker may represent or work with other potential buyers for the same  
19. property before, during, and after the expiration of this Agreement. Other potential buyers may consider, make offers,  
20. or purchase through Broker the same or similar properties as Buyer is seeking to acquire.

21. Broker shall, unless prohibited by governing authority, : (Check all that apply.)

- 22.  provide Buyer with information about available properties.
- 23.  provide Buyer with information about comparable sales.
- 24.  show Buyer available properties requested by Buyer.
- 25.  assist Buyer with information on the types and availability of financing.
- 26.  assist in the preparation of the *Purchase Agreement*.
- 27.  provide Buyer with information about other service providers related to the real estate transaction (e.g., home  
28. inspectors, real estate closers).
- 29.  assist the parties in completing the transaction.
- 30.  provide the following additional services:

31.  
32.  
33.  
34.  
35.

36. **BUYER’S OBLIGATION:** Buyer shall provide Broker with necessary documents to facilitate this transaction. Buyer  
37. shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer’s ability to  
38. purchase property, if requested. Buyer shall cooperate with Broker in finding a property to purchase. After a purchase  
39. agreement has been accepted by seller, Buyer is legally obligated to purchase the property. If Buyer refuses to close  
40. the purchase for any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall  
41. pay Broker all compensation due under this Agreement.



**FACILITATOR SERVICES AGREEMENT:  
BUYER**

43. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL, OR MANAGEMENT OF REAL**  
44. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S**  
45. **CLIENT.**

46. **BROKER'S COMPENSATION:**

47. If Buyer, or any other person acting on Buyer's behalf, agrees to purchase any property during the term of this Contract,  
48. the following compensation will apply.

49. Buyer agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this Agreement,  
50. which fee shall be kept by Broker whether or not Buyer purchases property. The retainer fee shall apply toward  
51. satisfaction of any obligation to compensate Broker.

52. Buyer shall pay Broker, as Broker's compensation, \_\_\_\_\_ percent (%) of the selling price or  
53. \$ 2,000.00 , whichever is greater, if Buyer purchases or agrees to purchase a property during the  
54. term of this Agreement.

55. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller.  
56. Any compensation accepted by Broker from seller, or broker representing or assisting seller,  **SHALL**  **SHALL NOT**  
------(Check one.)-----

57. reduce any obligation of Buyer to pay the compensation by the amount received by seller or broker. Broker must  
58. inform Buyer in writing before Buyer signs an offer to Purchase the property (utilizing *Disclosure Statement:*  
59. *Compensation Disclosure to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for  
60. computing the compensation.

61. Other \_\_\_\_\_

62. \_\_\_\_\_

63. If, within 180 days (*not to exceed six (6) months*) after the expiration of this Agreement, Buyer purchases  
64. property which either Broker or licensee assisting Buyer has physically shown or exhibited to Buyer, or specifically  
65. brought to the attention of Buyer, before the expiration of this Agreement, as long as Broker has identified this property  
66. on a written list Broker gives to Buyer within 72 hours after the expiration of this Agreement, then Buyer shall still pay  
67. the compensation noted herein, even if Buyer purchases property without Broker's assistance.

68. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer  
69. representation contract or facilitator services agreement after the expiration or cancellation of this Agreement, under  
70. which Buyer is obligated to compensate another licensed real estate broker.

71. **CLOSING SERVICES:**

72. **NOTICE: THE REAL ESTATE BROKER, LICENSEE ASSISTING BUYER OR REAL ESTATE CLOSING AGENT**  
73. **HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS**  
74. **REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.**

75. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer  
76. understands that no one can require Buyer to use a particular person in connection with a real estate closing and  
77. that Buyer may arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

78. Buyer's choice for closing services: (*Check one.*)

79.  Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.

80.  Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

81.   RK                        \_\_\_\_\_  
(Buyer's Initials)                      (Buyer's Initials)

**FACILITATOR SERVICES AGREEMENT:  
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83. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may  
84. effectively increase the cash outlay at closing.

85. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
86. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor  
87. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally  
88. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with  
89. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under  
90. 26 USC §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's  
91. responsibility for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding**  
92. **FIRPTA compliance, as Broker will be unable to assure Buyer that the transaction is exempt from the withholding**  
93. **requirements.**

94. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy  
95. himself/herself with the physical condition of the property. Furthermore, there are warranty programs available for  
96. some properties which warrant the performance of certain components of a property, which warranty programs Buyer  
97. may wish to investigate prior to the purchase of any specific property.

98. **NOTICE: IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A BUYER, SHOWS A**  
99. **PROPERTY LISTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS LICENSEES, PURSUANT**  
100. **TO A WRITTEN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, THEN THE FACILITATOR BROKER**  
101. **OR LICENSEE MUST ACT AS A SELLER'S BROKER. A SELLER'S BROKER MUST ACT IN THE**  
102. **SELLER'S BEST INTEREST. IN THAT CASE, THE BUYER WILL NOT RECEIVE ADVICE AND COUNSEL**  
103. **FROM THE BROKER OR LICENSEE.**

104. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to  
105. purchase through Broker the same or similar properties as Buyer is seeking to purchase. Buyer consents to Broker  
106. representing such other potential buyers before, during, and after the expiration of this Agreement.

107. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Buyer, may have had a previous agency  
108. relationship with a seller of a property Buyer is interested in Purchasing. Buyer acknowledges that Buyer's Broker,  
109. or licensee assisting Buyer, is legally required to keep information regarding the ultimate price and terms the seller  
110. would accept and the motivation for selling confidential, if known.

111. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
112. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
113. obtained by contacting the local law enforcement offices in the community where the property is located,  
114. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at  
115. [www.corr.state.mn.us](http://www.corr.state.mn.us).

116. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the  
117. entire agreement between Buyer and Broker. Any other written or oral communication between Buyer and Broker,  
118. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.  
119. This Agreement can be modified or canceled only in writing signed by Buyer and Broker or by operation of law. All  
120. monetary sums are deemed to be United States currency for purposes of this Agreement.

121. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
122. this transaction constitute valid, binding signatures.

123. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,  
124. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.

**FACILITATOR SERVICES AGREEMENT:  
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126. **OTHER:**

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131. **BROKER**

132. **ACCEPTED BY:** Keller Williams Integrity Realty  
(Real Estate Company Name)

133. By: Paige E Severson  
(Licensee's Signature)

134. Paige E Severson  
(Licensee's Printed Name)

135. 03/02/2023  
(Date)

136. 1350 Lagoon Ave No. 900  
(Address)

137. Minneapolis MN 55408  
(City/State/Zip)

138. 651-504-2327  
(Phone)

139. paige.severson@kw.com  
(E-Mail Address)

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**BUYER**

**ACCEPTED BY:** RASHAD KENNEDY  
(Buyer's Signature)

Rashad Kennedy  
(Buyer's Printed Name)

03/02/2023  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

rashad@thatpropertyplace.net  
(E-Mail Address)

**BUYER**

**ACCEPTED BY:** \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker’s account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign  
*RASHAD KENNEDY*  
(Signature)

03/02/2023  
(Date)

(Signature) \_\_\_\_\_ (Date)

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