



COLDWELL BANKER
REALTY

PURCHASE AGREEMENT

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1. Date July 28th 2021
2. Page 1

3. BUYER (S): Distad Brothers Homes, LLC and/or their assigns

4. _____

5. Buyer's earnest money in the amount of _____

6. Fifteen Thousand Dollars (\$ 15,000.00)

7. shall be delivered to listing broker, or, if checked, to _____ 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. Said earnest money is part payment for the purchase of the property located at

9. Street Address: 1253 Cleveland Ave N

10. City of Saint Paul, County of Ramsey,

11. State of Minnesota, Zip Code 55108, legally described as E 1/2 OF LOT 6 BLK 47

12. _____

13. 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; 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:

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

21. _____

22. _____

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____

36. _____

37. _____

38. _____

39. _____

40. _____

41. _____

42. _____

43. _____

PURCHASE PRICE:

38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 150,000.00)

39. One Hundred Fifty Thousand Dollars,

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

41. 1. 100 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*.)

45. _____

46. _____

47. _____

48. **CLOSING DATE:** The date of closing shall be See page 11.



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49. Page 2 Date July 28th 2021

50. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

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. Financing **DOES** **DOES NOT** include a grant, bond program, or other loan assistance program. If "DOES,"
 56. please specify: _____

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

58. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

59. **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

60. **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

61. **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

62. **OTHER** _____

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

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

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

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

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

76. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
 77. or before _____ .

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

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

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

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139. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

140. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
 141. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.
 142. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

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

145. _____ paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
 -----(Check one.)-----

146. _____ paid by Seller

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

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

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

156. **OTHER MORTGAGE FINANCING ITEMS:** _____
 157. **Distad Brothers Homes, LLC reserve the right to place a loan on the property at no cost to the seller.**

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

158. 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.)-----

160. \$ _____

161. _____ percent (%) of the sale price

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

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

INSPECTIONS:

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

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

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

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

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

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

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183. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

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

185. Within _____ Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
186. shall be done ("Inspection Period").

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

194. **OTHER INSPECTION ITEMS:** _____

195. _____

196. _____

197. _____

SALE OF BUYER'S PROPERTY:

198.
199. (Check one.)

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

202. OR

203. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
204. _____, which is scheduled to close on

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

211. OR

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

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

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

217. Buyer shall pay **PRORATED FROM DAY OF CLOSING** **ALL** **NONE** _____ /12ths OF real estate taxes
------(Check one.)-----

218. due and payable in the year of closing.

219. Seller shall pay **PRORATED TO DAY OF CLOSING** **ALL** **NONE** _____ /12ths OF real estate taxes due and
------(Check one.)-----

220. payable in the year of closing.

221. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller **SHALL** **SHALL NOT**
------(Check one.)-----

222. pay the difference between the homestead and non-homestead.

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

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227 DEFERRED TAXES/SPECIAL ASSESSMENTS:

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

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

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

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

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

234. of the Date of this Purchase Agreement.

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

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

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

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

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

251. ADDITIONAL PROVISIONS:

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

253. cancellation of a previously executed purchase agreement dated _____ .

254. (If answer is **IS**, said cancellation shall be obtained no later than _____ .

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

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

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

260. OTHER: _____ DEED joined in by spouse, if any, conveying marketable title, subject to

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

266. _____ ; and

267. (f) others (must be specified in writing): _____

268. _____ .

PURCHASE AGREEMENT269. Page 7 Date July 28th 2021270. Property located at 1253 Cleveland Ave N Saint Paul MN 55108271. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*272. **IMMEDIATELY AFTER CLOSING;** or273. **OTHER:** Seller to deliver possession upon both parties signing Rehabilitation agreement and related addendums.274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
275. by possession date.276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
279. Agreement.280. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
281. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
282. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.283. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:284. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
285. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
286. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
287. assisting Seller, upon cancellation of this Purchase Agreement; and288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
289. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
290. title opinion at Buyer's selection and cost and provide a copy to Seller.291. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
292. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
293. the following:294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
295. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
296. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
297. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
298. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
299. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
300. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
301. be refunded to Buyer.302. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
303. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
304. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
305. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
306. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.307. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
308. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
309. construction, alteration, or repair of any structure on, or improvement to, the Property.310. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
313. such notices received by Seller shall be provided to Buyer immediately.314. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
315. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
316. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.317. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
318. inspections agreed to here.

PURCHASE AGREEMENT319. Page 8 Date July 28th 2021320. Property located at 1253 Cleveland Ave N Saint Paul MN 55108.

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

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

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

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

333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.

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

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

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

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

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

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

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

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

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

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

367. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**
 368. **AND ITS CONTENTS.**

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370. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

371. **(Check appropriate boxes.)**

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

373. CITY SEWER YES NO / CITY WATER YES NO

374. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

376. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

377. *Statement: Subsurface Sewage Treatment System.*)

378. **PRIVATE WELL**

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

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

381. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT.
 -----(Check one.)-----

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

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

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

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

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

391. BUYER SELLER to be issued by _____
 -----(Check one.)-----

392. at a cost not to exceed \$ _____ .

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

AGENCY NOTICE

396. Byron J Anfinson is Seller's Agent Buyer's Agent Dual Agent Facilitator.
 (Licensee) -----(Check one.)-----

397. Coldwell Banker Realty
 (Real Estate Company Name)

398. Michael R Distad is Seller's Agent Buyer's Agent Dual Agent Facilitator.
 (Licensee) -----(Check one.)-----

399. Coldwell Banker Realty
 (Real Estate Company Name)

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

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402. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

403. **DUAL AGENCY REPRESENTATION**

404. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

405. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 406-422.*

406. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 407-422.*

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

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

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

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

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

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

420. Seller *Scott B. Troner*

421. Seller *Nancy L. Troner*

422. Date 7-30-2021

Buyer *Michael R. Distad*
Authentisign
7/28/2021 8:02:05 PM CDT

Buyer _____

Date 07/28/2021

Date _____

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

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

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

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

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

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

PURCHASE AGREEMENT442. Page 11 Date July 28th 2021443. Property located at 1253 Cleveland Ave N Saint Paul MN 55108.

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

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

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

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

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

458. **OTHER:**

-
459. 1. Earnest money to be delivered upon buyer obtaining possession of the property.
 460. 2. Once Rehabilitation agreement and related addendums have been signed, earnest money to be
 461. retained by seller if buyer cancels. If seller cancels, earnest money to be returned to
 462. buyer.
 463. 3. Buyer and seller agree to close the transaction within 4 weeks of code compliance
 464. approval.
 465. 4. Seller agrees to pay any vacant building fees.
 466. 5. Buyer to pay all permit fees associated with the code compliance.
 467. 6. Buyer commits to making the best effort to obtain the code compliance as soon as possible.
 468. The city of Saint Paul determines that the property must be brought up to code within 6 months
 469. of application for permits. One 6 month extension can be granted by the city.
 470. 7. Seller can leave any unwanted personal property to be disposed of by buyer.
 471. 8. Buyer is licensed real estate agent in the state of Minnesota.

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: Assumption Financing
 474. Addendum to Purchase Agreement: Buyer Move-In Agreement
 475. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
 476. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
 477. ("CIC")
 478. Addendum to Purchase Agreement: Contract for Deed Financing
 479. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
 480. Hazards
 481. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
 482. Addendum to Purchase Agreement: Seller's Rent Back Agreement
 483. Addendum to Purchase Agreement: Short Sale Contingency
 484. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

PURCHASE AGREEMENT

485. Page 12 Date July 28th 2021

486. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

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

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

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.**

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

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

497. non-resident alien individual, foreign corporation, foreign
498. partnership, foreign trust, or foreign estate for purposes of
499. income taxation. (See lines 428-441.) This representation
500. and warranty shall survive the closing of the transaction
501. and the delivery of the deed.

502. X Ernest Trower 7-30-21
(Seller's Signature) (Date)

Authentisign
X Michael R Distad 07/28/2021
(Buyer's Signature) (Date)
7/28/2021 8:02:06 PM CDT

503. X Ernest Trower
(Seller's Printed Name)

X Manager Distad Brothers Homes, LLC
(Buyer's Printed Name)

504. X Nancy Trower 7-30-21
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

505. X Nancy Trower
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** 7-30-2021 The Final Acceptance Date
507. is the date on which the fully executed Purchase Agreement is delivered.

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

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

513. SELLER(S) Ernest Trower

BUYER(S) Michael R Distad
7/28/2021 8:02:07 PM CDT
Manager Distad Brothers Homes, LLC

514. SELLER(S) Nancy Trower

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
Michael R Distad 07/28/2021
 (Signature) 7/28/2021 8:02:08 PM CDT (Date)
 Manager Distad Brothers Homes, LLC

Erin B. Trorer 7-30-2021
 (Signature) (Date)

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**COLDWELL BANKER
REALTY**

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 to
5. 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 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 1253 Cleveland Ave N

55. City of Saint Paul, County of Ramsey

56. State of Minnesota, Zip Code 55108

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 07/28/2021, 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. Erest E. Trorer 7-30-21
(Seller's Signature) (Date)

69. _____
(Seller's Printed Name)

70. Nancy L Trorer 7-30-21
(Seller's Signature) (Date)

71. _____
(Seller's Printed Name)

72. Byro afo 7-30-21
(Licensee Representing or Assisting Seller) (Date)

73. Coldwell Banker Realty
(Company Name)

Authentisign
Michael R Distad 07/28/2021
7/28/2021 8:02:09 PM CDT
(Buyer's Signature) (Date)

Manager Distad Brothers Homes, LLC
(Buyer's Printed Name)

70. _____
(Buyer's Signature) (Date)

71. _____
(Buyer's Printed Name)

Authentisign
Michael R Distad 07/28/2021
7/28/2021 8:02:09 PM CDT
(Licensee Representing or Assisting Buyer) (Date)

73. Coldwell Banker 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.**





**COLDWELL BANKER
REALTY**

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

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- 1. Date 4. 29. 2021
- 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 1253 Cleveland Ave N

6. City of Saint Paul, County of Ramsey

7. State of Minnesota, Zip Code 55108 ("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. Seller
37. 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 1253 Cleveland Ave N Saint Paul MN 55108

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. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)

72. There IS IS NOT an exclusion from market value for home improvements on this Property. Any valuation
(Check one.)
 73. exclusion shall terminate upon sale of the Property, and the Property's estimated market value for property tax purposes
 74. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
 75. consequences.

76. Additional comments: _____

77. _____

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

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

84. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
 85. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
 86. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

87. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
 88. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
 89. Revenue Code.

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

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

94. Page 3

95. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

96. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

100. (See Disclosure Statement: Methamphetamine Production.)

101. **F. RADON DISCLOSURE:**

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

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

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

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

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

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

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

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

125.

126.

127.

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

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

131.

132.

133.

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

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

138. Page 4

139. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

140. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

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

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

147. Examples of exterior moisture sources may be

- 148. • improper flashing around windows and doors,
- 149. • improper grading,
- 150. • flooding,
- 151. • roof leaks.

152. Examples of interior moisture sources may be

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

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

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

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

173. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
174. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
175. may be obtained by contacting the local law enforcement offices in the community where the property is
176. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
177. web site at www.corr.state.mn.us.

MN:DS:SDA-4 (8/19)

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

178. Page 5

179. Property located at 1253 Cleveland Ave N Saint Paul MN 55108

180. **K. SELLER'S STATEMENT:**

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

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

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

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

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

200. *Eugene L. Troner* 4-28-21 *Nancy L. Troner* 7-30-2021
(Seller) (Date) (Seller) (Date)

201. **L. BUYER'S ACKNOWLEDGEMENT:**

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

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

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

209.  *Michael R. Distad* 07/28/2021
(Buyer) 7/28/2021 4:02:12 PM CDT (Date) (Buyer) (Date)

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



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 radon test 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".



**DEPARTMENT
OF HEALTH**



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:

twenty inches to six feet above the floor	in a location where it won't be disturbed
at least three feet from exterior walls	not in enclosed areas or areas of high heat or humidity
four inches away from other objects	

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

This test is completed by a licensed 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, 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 nationally certified and MDH-listed radon mitigation professional.

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

Last Updated 1/2019

MDH Indoor Air Unit
PO Box 64975
St Paul, MN 55164-0975
651-201-4601
800-798-9050
health.indoorair@state.mn.us





**COLDWELL BANKER
REALTY**

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

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 4.29.2021
2. Page 1

3. Addendum to Purchase Agreement between parties, dated _____, pertaining to
4. the purchase and sale of the Property at 1253 Cleveland Ave N
5. Saint Paul MN 55108

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 hazards
20. 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 1253 Cleveland Ave N Saint Paul MN 55108

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 information
57. provided by the signatory is true and accurate.

58. East B. Troner 4-29-21 [Michael R Distad 07/28/2021
(Seller) (Date) (Buyer) (Date)
Authenticated: 07/28/2021 8:02:13 PM CDT
Manager: Distad Brothers Homes, LLC

59. Nancy A Troner 7-30-2021 [_____]
(Seller) (Date) (Buyer) (Date)

60. [Signature] 4-29-21 [Michael R Distad 07/28/2021
(Real Estate Licensee) (Date) (Buyer) (Date)
Authenticated: 07/28/2021 8:02:13 PM CDT
Manager: Distad Brothers Homes, LLC

TLX:SALE-2 (8/19)

Zimny, Joanna (CI-StPaul)

From: Anfinson, Byron J <Byron@cbburnet.com>
Sent: Tuesday, August 3, 2021 4:57 PM
To: Vang, Mai (CI-StPaul); Zimny, Joanna (CI-StPaul); *CI-StPaul_LegislativeHearings
Subject: Re: Proposed Sale 1253 Cleveland Ave N

Follow Up Flag: Follow up
Flag Status: Flagged

Think Before You Click: This email originated outside our organization.

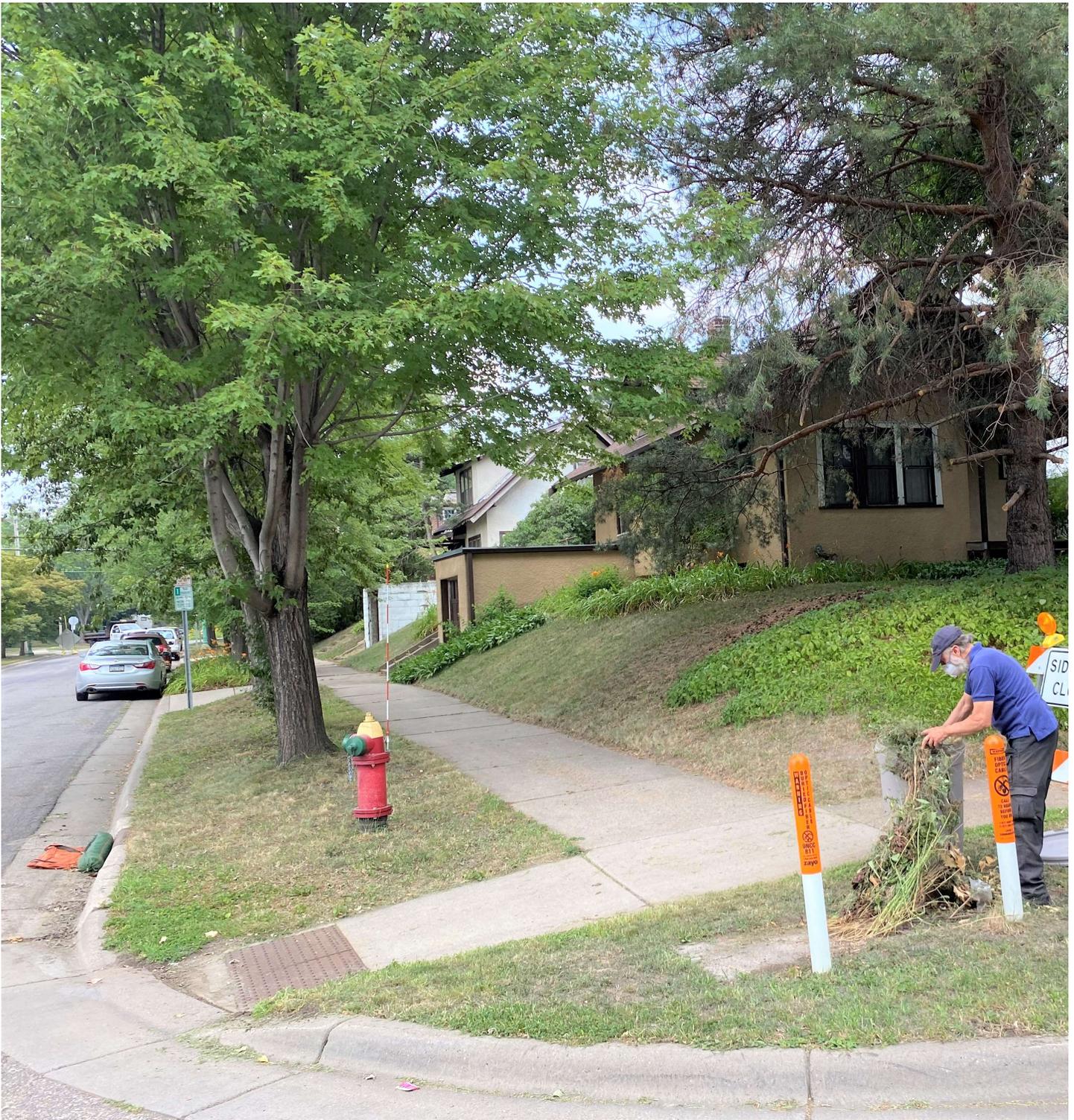
Hi all -

Here are the details, as well as a copy of the purchase agreement, for 1253 Cleveland Avenue North

Distad Brothers Homes, LLC - **Buyer**
\$ 150,000 - **Purchase Price**
Within 4 weeks of code compliance - **Close Date**

Plan - The Buyer intends to restore this home and use it as a rental property in their rental management business. Distad Brothers Homes, LLC has other rental properties in the city of Saint Paul and works with the inspections and rental certification departments regularly.

Photo of current condition:



Mr. Trower is in the foreground. He is hauling away brush and debris to maintain the home until closing.

Byron

Byron Anfinson

Realtor, SRS, Notary, BSIE

Coldwell Banker Realty

1991 Ford Parkway

Saint Paul, MN 55116