

**AMENDMENT TO PURCHASE AGREEMENT**

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1. Date 05/30/18

2. The undersigned parties to a Purchase Agreement, dated April 14th, 20 18, pertaining to  
3. the purchase and sale of the property at 830 University Ave W  
4. Saint Paul MN 55104

5. hereby mutually agree to amend said Purchase Agreement as follows:

6. As a result of the hearing held on May 22nd, 2018 with the City of St  
7. Paul, the court does not allow the sale to proceed until after the  
8. code compliance requirements have been completed. The seller will hire  
9. Paramount Investment Group, LLC to complete the repairs that are  
10. needed to satisfy the code compliance requirements based on Saint  
11. Paul's vacant building code compliance inspection. After these  
12. requirements are satisfied the sale of the property will be completed  
13. as outlined in purchase agreement. At that closing all repair costs  
14. incurred by Paramount Investment Group, LLC will be waived.  
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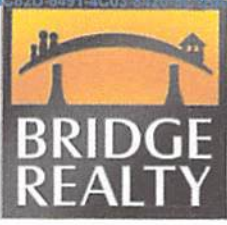
30. All other terms and conditions of the Purchase Agreement to remain the same.

31.  **Craig Watson** Executor 05/30/2018  
5/30/2018 10:28:57 PM CDT  
(Seller) Estate of Albert Harris (Date)

 **Greg Park** 05/30/2018  
5/30/2018 10:46:54 PM CDT  
(Buyer) Paramount Investment Group, LLC (Date)

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

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



### AMENDMENT TO PURCHASE AGREEMENT

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1. Date 05/15/18

2. The undersigned parties to a Purchase Agreement, dated April 13th, 2018, pertaining to

3. the purchase and sale of the property at 830 University Ave W


4. Saint Paul MN 55104

5. hereby mutually agree to amend said Purchase Agreement as follows:

6. Based on the property inspection findings both the buyer and sellers  
7. mutually agree that the purchase price will be \$60,000.00 Agreement to  
8. this Amendment removes the inspection contingency.

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30. All other terms and conditions of the Purchase Agreement to remain the same.

31.  **Craig Watson** **Executor** 05/16/2018  
5/16/2018 4:11:45 PM CDT  
(Seller) **Estate of Albert Harris** (Date)

 **Greg Park** 05/15/2018  
5/15/2018 9:17:31 PM CDT  
(Buyer) **Paramount Investment Group, Llc** (Date)

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

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



**PURCHASE AGREEMENT**

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1. Date 04/13/2018

2. Page 1

3. BUYER (S): Paramount Investment Group, LLC

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

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

6. One Thousand Dollars (\$ 1,000.00 )

7. shall be delivered to listing broker, or, if checked, to  \_\_\_\_\_ no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. 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 of this Purchase Agreement, whichever is later.

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

11. Street Address: 830 University Ave W

12. City of Saint Paul, County of Ramsey

13. State of Minnesota, legally described as

14. **LOT 8**

15. 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, and lawn watering system; shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; environmental remediation system (e.g., radon, vapor intrusion); sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

16. \_\_\_\_\_  
17. \_\_\_\_\_  
18. \_\_\_\_\_  
19. \_\_\_\_\_  
20. \_\_\_\_\_  
21. \_\_\_\_\_  
22. \_\_\_\_\_  
23. \_\_\_\_\_  
24. \_\_\_\_\_  
25. \_\_\_\_\_  
26. \_\_\_\_\_  
27. \_\_\_\_\_  
28. \_\_\_\_\_

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

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

32. \_\_\_\_\_

**PURCHASE PRICE:**

34. Seller has agreed to sell the Property to Buyer for the sum of (\$ 70,000.00 )

35. Seventy Thousand Dollars,

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

37. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;

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

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

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

**CLOSING DATE:**

45. The date of closing shall be June 29th, 20 18.



**PURCHASE AGREEMENT**

46. Page 2 Date 04/13/2018

47. Property located at 830 University Ave W Saint Paul MN 55104

**MORTGAGE FINANCING:**

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

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

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

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

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

53.  **CONVENTIONAL**

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

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

56.  **MINNESOTA HOUSING FINANCE AGENCY ("MHFA")**

57.  **PRIVATELY INSURED CONVENTIONAL**

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

59.  **OTHER** \_\_\_\_\_

60. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than \_\_\_\_\_

61. years, with an initial interest rate at no more \_\_\_\_\_ percent (%) per annum. The mortgage application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this Purchase Agreement. 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  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**  
 -----(Check one.)-----

64. **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.

65.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before \_\_\_\_\_, 20\_\_\_\_.

66. 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.

67. 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:  
 68. (a) work orders agreed to be completed by Seller;  
 69. (b) any other financing terms agreed to be completed by Seller here; and  
 70. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

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



**PURCHASE AGREEMENT**

94. Page 3 Date 04/13/2018

95. Property located at 830 University Ave W Saint Paul MN 55104

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

102. If the Written Statement is not provided by the date specified on line 76, Seller may, at Seller's option, declare this  
103. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
104. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
105. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
106. directing all earnest money paid here to be refunded to Buyer.

107. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
108. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
109. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
110. money paid here to be refunded to Buyer.

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

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

115. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty  
116. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to

117. \$ 0.00 to make repairs as required by the lender commitment. If the lender commitment  
118. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the  
119. following options:

- 120. (a) making the necessary repairs; or
- 121. (b) negotiating the cost of making said repairs with Buyer; or
- 122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow  
125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

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

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

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

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



PURCHASE AGREEMENT

140. Page 4 Date 04/13/2018

141. Property located at 830 University Ave W Saint Paul MN 55104

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

144. \_\_\_\_\_ paid by Buyer [ ] AT CLOSING [ ] ADDED TO MORTGAGE AMOUNT (Check one.)

145. \_\_\_\_\_ paid by Seller

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

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

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

155. OTHER MORTGAGE FINANCING ITEMS: \_\_\_\_\_

156. \_\_\_\_\_

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.)

159. [ ] \$ \_\_\_\_\_

160. [ ] \_\_\_\_\_ percent (%) of the sale price

161. [ ] \_\_\_\_\_ percent (%) of the mortgage amount

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

167. NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or 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 [X] Elects [ ] Declines to have a Property inspection performed at Buyer's expense. (Check one.)

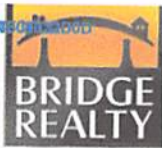
172. This Purchase Agreement [X] IS [ ] IS NOT contingent upon any inspection(s) of the Property obtained by Buyer to determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. Buyer shall satisfy Buyer as to the qualifications of the inspector(s) or tester(s). For purposes of this Purchase Agreement, "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

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

178. Seller [X] DOES [ ] DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s). (Check one.)

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

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



**PURCHASE AGREEMENT**

182. Page 5 Date 04/13/2018

183. Property located at 830 University Ave W Saint Paul MN 55104

184. All inspection(s), test(s), and resulting negotiations, if any, shall be done within 15 Calendar Days of Final  
 185. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based  
 186. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of  
 187. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,  
 188. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
 189. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before  
 190. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase  
 191. Agreement shall be in full force and effect.

192. Seller, or licensee representing or assisting Seller,  SHALL  **SHALL NOT** have the right to continue to offer  
 193. the Property for sale until this Inspection Contingency is removed.  
 -----(Check one.)-----

194. **OTHER INSPECTION ITEMS:**

195. **Contingent on review of St Paul Truth in Sale inspection (TISH) and**  
 196. **review of code compliance report. The inspection period begins when the**  
 197. **inspection reports are delivered to the buyer.**

**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. \_\_\_\_\_, 20 \_\_\_\_\_ 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**  \_\_\_\_\_ 12ths OF  **ALL**  **NO** real estate taxes due  
 218. and payable in the year of closing.  
 -----(Check one.)-----

219. Seller shall pay  **PRORATED TO DAY OF CLOSING**  \_\_\_\_\_ 12ths OF  **ALL**  **NO** real estate taxes due and  
 220. payable in the year of closing.  
 -----(Check one.)-----

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

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.



PURCHASE AGREEMENT

225. Page 6 Date 04/13/2018

226. Property located at 830 University Ave W Saint Paul MN 55104

227 DEFERRED TAXES/SPECIAL ASSESSMENTS:

228. [ ] BUYER SHALL PAY [X] SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

230. [ ] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [X] SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

233. [ ] BUYER SHALL ASSUME [X] SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Purchase Agreement.

235. [ ] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments 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 which is not otherwise here provided.

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

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

251. ADDITIONAL PROVISIONS:

252. PREVIOUSLY WRITTEN PURCHASE AGREEMENT: This Purchase Agreement [ ] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated \_\_\_\_\_, 20\_\_.

253. cancellation of a previously written purchase agreement dated \_\_\_\_\_, 20\_\_.

254. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_, 20\_\_.

255. If said cancellation is not obtained by said date, 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 refunded to Buyer.)

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

259. [X] Warranty Deed, [ ] Personal Representative's Deed, [ ] Contract for Deed, [ ] Trustee's Deed, or

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 AGREEMENT

269. Page 7 Date 04/13/2018

270. Property located at 830 University Ave W Saint Paul MN 55104
271. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
272.  **IMMEDIATELY AFTER CLOSING;** or
273.  **OTHER:** \_\_\_\_\_
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 of this Purchase Agreement:
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; and
288. (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 the
293. 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 be
301. 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 as
305. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
306. 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 AGREEMENT**

319. Page 8 Date 04/13/2018

320. Property located at 830 University Ave W Saint Paul MN 55104

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



PURCHASE AGREEMENT

369. Page 9 Date 04/13/2018

370. Property located at 830 University Ave W Saint Paul MN 55104

371. (Check appropriate boxes.)

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

373. CITY SEWER [X] YES [ ] NO / CITY WATER [X] YES [ ] NO

374. SUBSURFACE SEWAGE TREATMENT SYSTEM

375. SELLER [ ] DOES [X] 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 [X] 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 [X] 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 RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.

387. HOME PROTECTION/WARRANTY PLAN: Buyer and Seller are advised to investigate the various home protection/warranty plans available for purchase. Different home protection/warranty plans have different coverage options 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. [X] No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect to purchase a Home Protection/Warranty Plan.

AGENCY NOTICE

396. (Licensee) is [ ] Seller's Agent [ ] Buyer's Agent [ ] Dual Agent [ ] Facilitator. (Check one.)

397. (Real Estate Company Name)

398. Bruce A Nelson (Licensee) is [ ] Seller's Agent [X] Buyer's Agent [ ] Dual Agent [ ] Facilitator. (Check one.)

399. Bridge Realty, LLC (Real Estate Company Name)

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