

COPY



PURCHASE AGREEMENT

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1. Date 05/09/2019

2. Page 1

3. BUYER (S): Erik J Stadstad

4. _____

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

6. Five Thousand Dollars (\$ 5,000.00)

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

9. Street Address: 412 Holly Ave

10. City of Saint Paul, County of Ramsey

11. State of Minnesota, legally described as

12. EX THE W 8 FT LOT 16 AND ALL OF LOT 17 BLK 20

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, 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:

14. all appliances and fixtures as seen on 3/16/2019.

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

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

17. hanging fixture on 2nd floor office ... Hanging fixture in living room.

18. PURCHASE PRICE:

19. Seller has agreed to sell the Property to Buyer for the sum of (\$ 4,000.00)

20. _____ Thousand Dollars,

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

22. 1. 100 percent (%) of the sale price in CASH, or more in Buyer's sole discretion, which includes the earnest money;

23. 2. _____ percent (%) of the sale price in MORTGAGE FINANCING. (See following Mortgage Financing section.)

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

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

26. CLOSING DATE:

27. The date of closing shall be _____, 20 _____.



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47. Property located at 412 Holly Ave Saint Paul MN 55102

MORTGAGE FINANCING:

49. This Purchase Agreement [] IS [X] IS NOT subject to the mortgage financing provisions below. If IS, complete the (Check one.)

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

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

53. [] FIRST MORTGAGE only [] FIRST MORTGAGE AND SUBORDINATE FINANCING.

54. Financing [] DOES [] DOES NOT include a grant, bond program, or other loan assistance program. If "DOES," please specify:

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

57. [] CONVENTIONAL

58. [] DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED

59. [] FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED

60. [] PRIVATELY INSURED CONVENTIONAL

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 application IS

65. TO BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance Date of this Purchase Agreement.

66. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.

68. MORTGAGE FINANCING CONTINGENCY: This Purchase Agreement is contingent upon the following and applies 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 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

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. See the following DVA and FHA Escape Clauses.

76. [] Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before , 20 .

78. 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.

83. 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:

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

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

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

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

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

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

116. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty
 117. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to
 118. \$ _____ to make repairs as required by the lender commitment. If the lender commitment
 119. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the
 120. following options:

- 121. (a) making the necessary repairs; or
- 122. (b) negotiating the cost of making said repairs with Buyer; or
- 123. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
 124. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 125. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
 126. amounts related thereto above the amount specified on line 118 of this Purchase Agreement.

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

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

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



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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 must be paid
144. 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. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

159. 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
----- (Check one.) -----

171. Property inspection performed at Buyer's expense.

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

178. Seller **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
180. intrusive testing at Buyer's sole expense.



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

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

192. OTHER INSPECTION ITEMS:

193.

194.

195.

SALE OF BUYER'S PROPERTY:

196. (Check one.)

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

200. OR

201. [] 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at

202. , which is scheduled to close on

203. , 20 pursuant to a fully executed purchase agreement. If Buyer's property does not close by the closing date specified in this Purchase Agreement, 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. The language in this paragraph supersedes any other provision to the contrary in any financing contingency made a part of this Purchase Agreement, if applicable.

209. OR

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

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

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

215. Buyer shall pay [X] PRORATED FROM DAY OF CLOSING [] ALL [] NONE [] /12ths OF real estate taxes (Check one.)

216. due and payable in the year of closing.

217. Seller shall pay [X] PRORATED TO DAY OF CLOSING [] ALL [] NONE [] /12ths OF real estate taxes due and (Check one.)

218. payable in the year of closing.

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

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

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



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225. DEFERRED TAXES/SPECIAL ASSESSMENTS:

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

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

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

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

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

232. of the date of this Purchase Agreement.

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

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

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

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

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

ADDITIONAL PROVISIONS:

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

251. cancellation of a previously written purchase agreement dated _____, 20 _____.

252. (If answer is IS, said cancellation shall be obtained no later than _____, 20 _____.

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

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

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

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

259. (a) building and zoning laws, ordinances, and state and federal regulations;

260. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

261. (c) reservation of any mineral rights by the State of Minnesota;

262. (d) utility and drainage easements which do not interfere with existing improvements;

263. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____

264. _____; and

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

266. _____



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268. Property located at 412 Holly Ave Saint Paul MN 55102
269. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
270. **IMMEDIATELY AFTER CLOSING;** or
271. **OTHER:** _____
272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
273. by possession date.
274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
277. Agreement.
278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
282. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
283. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
284. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
285. assisting Seller, upon cancellation of this Purchase Agreement; and
286. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
287. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
288. title opinion at Buyer's selection and cost and provide a copy to Seller.
289. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
290. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
291. following:
292. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
293. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
294. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
295. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
296. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
297. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
298. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
299. refunded to Buyer.
300. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
301. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
302. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
303. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
304. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.
305. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
306. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
307. construction, alteration, or repair of any structure on, or improvement to, the Property.
308. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
309. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
310. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
311. such notices received by Seller shall be provided to Buyer immediately.
312. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
313. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
314. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
315. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
316. inspections agreed to here.

MN:PA-7 (8/18)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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369. (Check appropriate boxes.)

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

371. CITY SEWER YES NO / CITY WATER YES NO

372. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

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

376. **PRIVATE WELL**

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

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

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

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

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

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

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

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

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

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

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

393. **AGENCY NOTICE**

394. Sarah Kinney is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) ----- (Check one.) -----

395. Coldwell Banker Burnet
(Real Estate Company Name)

396. Abraham John Gleeson is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) ----- (Check one.) -----

397. Coldwell Banker Burnet
(Real Estate Company Name)

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



PURCHASE AGREEMENT

399. Page 10 Date 05/09/2019

400. Property located at 412 Holly Ave Saint Paul MN 55102

401. DUAL AGENCY REPRESENTATION

402. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

- 403. [] Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 404-420.
404. [X] Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 405-420.

405. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
406. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
407. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
408. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
409. Seller(s) and Buyer(s) acknowledge that
410. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
411. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
412. information will be shared;
413. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
414. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
415. the sale.

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

418. Seller David E Wegert

Buyer [Signature] 5/11/2019 8:29:13 AM CDT

419. Seller

Buyer

420. Date 5-13-19

Date 05/11/2019 May 11 2019

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

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

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

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

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

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

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



PURCHASE AGREEMENT

446. Page 11 Date 05/09/2019

447. Property located at 412 Holly Ave Saint Paul MN 55102

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

450. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
451. must be delivered.

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

454. **OTHER:**
455. Any personal property left behind will be considered abandoned property
and disposed of by buyer.

456. Buyer agrees to pay Abraham Gleeson of Coldwell Banker Burnet 2.7% upon
457. successful closing.

458.

459. Buyer has reviewed and accepted Seller's disclosures alternatives and
460. Radon disclosure.

461.

462.

463.

464.

465.

466.

467.

468.

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

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

471. Addendum to Purchase Agreement

472. Addendum to Purchase Agreement: Assumption Financing

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

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

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

477. Addendum to Purchase Agreement: Contract for Deed Financing

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

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

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

482. Addendum to Purchase Agreement: Short Sale Contingency

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



PURCHASE AGREEMENT

484. Page 12 Date 05/09/2019

485. Property located at 412 Holly Ave Saint Paul MN 55102

486. I agree to sell the Property for the price and on the
487. terms and conditions set forth above.
488. I have reviewed all pages of this Purchase
489. 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.

490. [] If checked, this Purchase Agreement is subject to
491. attached Addendum to Purchase Agreement:
492. Counteroffer.

493. FIRPTA: Seller represents and warrants, under penalty
494. of perjury, that Seller [] IS [X] IS NOT a foreign person (i.e., a
(Check one.)

495. non-resident alien individual, foreign corporation, foreign
496. partnership, foreign trust, or foreign estate for purposes of
497. income taxation. (See lines 426-439.) This representation
498. and warranty shall survive the closing of the transaction
499. and the delivery of the deed.

500. X [Signature] 5-13-19
(Seller's Signature) (Date)

X [Signature] May 11 2019
(Buyer's Signature) (Date)

501. X
(Seller's Printed Name)

X Erik J Stadstad
(Buyer's Printed Name)

502. X Single
(Marital Status)

X
(Marital Status)

503. X
(Seller's Signature) (Date)

X
(Buyer's Signature) (Date)

504. X
(Seller's Printed Name)

X
(Buyer's Printed Name)

505. X
(Marital Status)

X
(Marital Status)

506. FINAL ACCEPTANCE DATE: 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 AND IS NOT PART OF THIS PURCHASE AGREEMENT.

513. SELLER(S) [Signature]

BUYER(S) [Signature] 5/11/2019 8:30:07 AM CDT

514. SELLER(S)

BUYER(S)





WIRE FRAUD ALERT



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

THESE SOPHISTICATED CRIMINALS COULD:

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

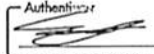
- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

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



 (Signature) (Date)

 (Date)

Authenticator:  May 11 2019
 (Signature) (Date)

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ADDENDUM TO PURCHASE
AGREEMENT

Addendum to Purchase Agreement dated May _11_, 2019 ("Agreement"), between Daniel Wagers, Seller, and Erik J. Stadstad, Buyer, for the property located at 412 Holly Avenue, St. Paul, Ramsey County, Minnesota (the Property").

1. Seller shall convey marketable title by warranty deed to the Buyer on the Closing Date, subject only to the exceptions set forth in the Agreement, and any liens, encumbrances or defects allowed or permitted by the Buyer.
2. The Closing Date shall be ten days after the Buyer receives a certificate of occupancy for the Property, but no later than August 1, 2020.
3. Buyer shall be entitled to the exclusive use, occupancy and control of the Property according to the terms of a lease between Seller and Buyer.
4. Until the Closing Date, the Buyer shall lease the Property from the Seller.

The terms of the lease will provide that:

- a. The Buyer will have the exclusive use, occupancy and control of the Property in order to do the Rehab Project (defined in section 7, below).
 - b. The lease shall commence on June 1, 2019.
 - c. Rent shall be \$5,000.00 per month payable in advance on the 1st day of each month during the term of the lease. Unless the Buyer defaults under the Agreement or the lease, the rent paid will be credited toward the purchase at Closing.
 - d. The term of the lease shall be until Buyer receives a certificate of occupancy for the Property, but no later than August 1, 2020.
 - e. During the term of the lease, the Buyer shall maintain the Property, will pay all utilities, taxes, assessments, vacant building fees on the Property, and not permit any liens to be placed against the Property.
 - f. During the term of the lease, Buyer shall keep the property fully insured, including liability and casualty insurance, naming Seller as an insured.
 - g. Buyer may not assign the Agreement or the lease, or sublease the Property without the consent of the Seller.
 - h. Taxes and assessments will be prorated to the date of the lease.
 - i. A default by the Buyer under the lease shall be a default of the Agreement.
5. Seller may remove personal property from the Property until June 3, 2019. After which any personal property remaining at the Property will be deemed abandoned by the Seller, and Buyer may dispose of such property.

6. Buyer and Seller acknowledge that the Property is currently listed by the City of St. Paul ("City") as a Category III vacant property and that the St. Paul City Code prohibits the transfer of the title or ownership without first obtaining the appropriate certificate of occupancy or compliance from the St. Paul building official or fire certificate of occupancy from the fire marshal required under Leg. Code Chap. 40.

7. Buyer will use the Buyer's best efforts to: no later than May 14, 2019 meet the conditions of the City of St. Paul letter from the Legislative Hearing Coordinator dated March 29, 2019 (copy attached); perform the repairs and rehabilitation to the Property; comply with all orders of the City in Case RLH RR 19-15; obtain all required permits and approvals, including the Heritage Preservation Commission; and obtain a certificate of occupancy (collectively the "Rehab Project").

8. Buyer will contract with Stadstad Contracting, Inc., a licensed Minnesota residential contractor as the contractor for the Rehab Project. Prior to any labor or materials being supplied to the Property, Buyer will obtain from Stadstad Contracting, Inc. a written waiver of mechanics lien rights and a written indemnification and hold harmless agreement from any liens on the Property as a result of work related to the Rehab Project.

9. Seller shall cooperate as necessary with Buyer to complete the Rehab Project.

10. Seller has posted a performance bond with the City. When refunded, the performance bond shall be paid to Seller. If not refunded to Seller, the amount of \$5,000.00 shall be added to the purchase price and paid by Buyer at Closing.

11. Seller has the requisite power and authority to enter into and perform this Purchase Agreement. Buyer has the requisite power and authority to enter into and perform this Purchase Agreement and has the financial capacity to purchase the Property and perform the Rehab Project.


12. Buyer has had an opportunity to inspect the Property. Seller and Buyer agree that Seller is selling and Buyer is buying the Property in its present "as is" condition, including environmental condition. Buyer waives the right to any further inspections after the date of this Agreement.

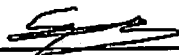
13. The risk of loss is on the Buyer. Lines 319 to 324 of the Agreement are deleted.

14. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall control.

Seller:

Buyer:


Daniel Wagers


Erik J. Stadstad



CITY OF SAINT PAUL
OFFICE OF THE CITY COUNCIL
310 CITY HALL
15 WEST KELLOGG BOULEVARD
SAINT PAUL, MN 55102-1615
EMAIL: legislativehearings@ci.stpaul.mn.us
PHONE: (651) 266-8585 FAX: (651) 266-8574

March 29, 2019

Mary Wagers
o/b/o Dan Wagers
2787 Dellwood Avenue
Roseville MN 55113

VIA EMAIL: marywagers@yahoo.com

Brian Alton
McClay-Alton
951 Grand Avenue
St Paul MN 55105

VIA EMAIL: brian@mcclay-alton.com

Erik Stadstad
39 Clarence Avenue SE
Minneapolis MN 55414

VIA EMAIL: stad0042@gmail.com

Dan Wagers
596 Summit Ave
St Paul MN 55102

VIA EMAIL: dan_wagers@yahoo.com

RE: Remove or Repair of the Structure at 412 Holly Avenue
File No. RLH RR 19-15

Dear Ms. Wagers, Mr. Alton, Mr. Stadstad & Mr. Wagers:

This is to confirm that on March 26, 2019 at the Legislative Hearing, Marcia Moermond, Legislative Hearing Officer stated that on April 24, 2019 at the City Council Public Hearing at 3:30 p.m., she will ask the City Council to refer the matter back to **Legislative Hearing on Tuesday, May 14, 2019 at 9:00 a.m. in Room 330 City Hall** for the below conditions to be met. The matter will also be referred to the Heritage Preservation Commission (HPC) for review at their meeting on April 22, 2019.

1. a contractual agreement between Mr. Wager and Mr. Stadstad while Mr. Stadstad undertake the rehabilitation of the property while it is still owned by Mr. Wager;
2. a detailed work plan or sworn construction statement, including timelines, for the project;
3. documentation of financing sufficient to execute the work plan (e.g. line of credit, construction loan, or personal bank account);
4. if the funds being used are from a personal account, will need an affidavit dedicating the necessary funds set aside for the project;
5. provide general contractor and subcontractor bids; and
6. maintain the property.

If you have questions, please contact me at 651-266-8563.

Sincerely,

/s/

Mai Vang

Legislative Hearing Coordinator

c: Steve Magner - DSI
Joe Yannarely - DSI
Vicki Sheffer - DSI
Reid Soley - DSI
Christina Boulware - HPC
Sonja Mason, sonjainfo@comcast.net
Tom Blanck, 228 Gibbs Street, Prescott WI 54021
John Lynden, john@lyndenrealty.com
Bill Wittenbreer, wittenbr@gmail.com; wittendr@gmail.com
Jim Sazevich, jimsazevich@yahoo.com
Sarah Kinney, skinney@cbburnet.com
Aaron Gjerde, president@ramseyhill.org
Peter Carlsen, peterc@carlsenfrank.com
Christopher Keith, chrisjohnkeith@yahoo.com
Michael Faricy, mif612@yahoo.com
Mason Riddle, masonriddle@mac.com
Ronald Zweber, ronzweber@msn.com
Carol Carey