



APPLICATION FOR APPEAL

RECEIVED
DEC 08 2010
CITY CLERK

Saint Paul City Clerk
310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, Minnesota 55102
Telephone: (651) 266-8560

The City Clerk needs the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number 337997)
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed

YOUR HEARING Date and Time:
Tuesday, <u>Dec. 14, 2010</u>
Time <u>2:30 p.m.</u>
Location of Hearing:
<u>Room 330 City Hall/Courthouse</u>

walk in

Address Being Appealed:

Number & Street: 870 EDMUND AVE City: SE PAUL State: MN Zip: 55114

Appellant/Applicant: MIKE SWEDAH Email MISSWEDAH@COMCAST.NET
mailing address: 1826 Garfield Street NE #A, Mpls. 55418
Phone Numbers: Business _____ Residence _____ Cell 651-230-8870

Signature: [Signature] Date: 12/8/10

Name of Owner (if other than Appellant): DAN ANDERT

Address (if not Appellant's): _____

Phone Numbers: Business _____ Residence _____ Cell 612-201-1049

What Is Being appealed and why? *Attachments Are Acceptable*

- Vacate Order/Condemnation/Revocation of Fire C of O
- Summary/Vehicle Abatement
- Fire C of O Deficiency List
- Fire C of O: Only Egress Windows
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other
- Other
- Other

PROPERTY IS FOR SALE -
WE'VE HAD A PENDING SALE, WHICH
WAS TO CLOSE 10-25-10. BECAUSE IT'S A
SHORT SALE JUST WAITING FOR APPROVAL
FROM BANK.



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

November 29, 2010

Nuisance Building Code Enforcement

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

651-266-8989

651-266-1919

www.stpaul.gov/dsi

Daniel J Andert
2125 Avon St N
Roseville MN 55113-6450

VACANT BUILDING REGISTRATION FEE

WARNING LETTER

The Saint Paul City Council has adopted legislation which requires owners of vacant buildings to pay an annual fee and submit a registration plan on the form(s) enclosed with this letter. The annual fee is **\$1,100.00**. The purpose of this fee is to partially reimburse the City for administrative costs for registering and processing the Vacant Building Owner Registration forms and for the cost of monitoring these properties for compliance with Saint Paul Legislative Codes.

*The fee for the vacant building located at **870 EDMUND AVE** is now past due. You have ten (10) days to pay or this fee will be sent to assessment.*

Do not mail cash

Saint Paul Legislative Code, Chapter 43 requires this fee be paid no later than thirty (30) days after the building becomes vacant, and if not paid the owner shall be subject to collections and prosecution as prescribed in the Legislative Code. Also, if at any time the registration fee is unpaid and owing, building permits will be denied for this building.

The full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

The owner(s) still will be subject to a criminal Summons and Complaint for failure to pay this vacant building registration fee. This citation will necessitate a court appearance in Ramsey County District Court and the owner(s) will be subject to penalties provided for by law. The enclosed registration form must accompany the fee payment.

If you wish to pay in person, you may do so at:

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

between the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this Notice.

City of Saint Paul
Department of Safety and Inspections
Vacant Buildings Program
Requirements, Regulations and Information

The Council of the City of Saint Paul has adopted ordinances regulating vacant and unoccupied structures.

You must register this building with St. Paul Department of Safety and Inspections, Vacant/Nuisance Buildings Code Enforcement Unit if the building is unoccupied and:

1. Unsecured, or
2. Secured by other than normal means (boarded), or
3. A dangerous structure, or
4. Condemned as uninhabitable, or
5. Condemned or Vacated by Fire Marshal Certificate of Occupancy Program, or
6. Has multiple housing or Building Code violations, or
7. Is condemned and illegally occupied, or
8. Has been unoccupied for a period of time longer than one year during which time the Enforcement Officer has issued an order to correct nuisance conditions.

Registration Requirements

1. Submit the enclosed Vacant Building Registration Form within 30 days, describing plans for rehabilitating and reoccupying or demolishing the building.
2. Disclose all pertinent ownership information.
3. Disclose all pertinent lien-holders.
4. Disclose any current Truth-in-Sale of Housing Disclosure Reports.
5. Pay the \$1,100.00 annual Vacant Building Registration fee within 30 days of receiving this letter. **If the registration fee is not received within 45 days of the due date the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.**

NOTE: If the building is vacant due to a fire, you may have a 90 day exemption from the registration fee. You must still submit the enclosed Vacant Building Registration Form within 30 days informing us of your plans for the building to qualify for this exemption. At the end of 90 days your rehabilitation must be complete OR you must pay the \$1,100.00 registration fee.

6. Provide unencumbered access to all portions of the premises of the buildings to permit the Enforcement Officer to make a complete inspection.

Owners, agents, assignees and all responsible parties are required to comply with the following requirements of the Saint Paul Legislative Code:

1. Keep all buildings secure.
2. Keep all porches, stairs, and exterior premises free of refuse, junk and debris.
3. Cut grass and weeds.
4. Remove snow and ice from sidewalks.

Sale Requirements – Contact the Vacant Buildings section, 651-266-1900, for full details. There is a fee of \$275.00 for the Sale Review Process.

VB1 – Current registration and fees; notify the City; restore utilities.

VB2 – No sale without City approval. Requirements include: current registration and fee payments, code compliance report, cost estimate for all repairs, a schedule for completion of the repairs, and proof of financial capability to complete all repairs.

VB3 – No sale without a Certificate of Code Compliance or Certificate of Occupancy.

39. Smoke detector Information:
Smoke detectors(s) Y
Properly located Y
*Hard-Wired * Y
*If N or H see note on p.3, item 39

Disclosure Report

Saint Paul Truth-In-Sale of Housing
(Carefully read this entire report)

Office Use, ONLY
Date Received _____
Payment Ref. _____

THIS REPORT IS NOT A WARRANTY, BY THE CITY OF ST. PAUL OR EVALUATOR OF THE FUTURE USEFUL LIFE, OR THE FUTURE CONDITION OF ANY BUILDING COMPONENT OR FIXTURE.
Notice: A copy of this Report must be publicly displayed at the premises when the house is shown to prospective buyers, and a copy of this Report must be provided to the buyer prior to the time of signing a Purchase Agreement.

Address of Evaluated Dwelling: 870 Edmund Ave St Paul, MN 55104

Addresses without the correct street type and/or direction may be returned and may incur a late fee.

Owner's Name: Swedahl Properties c/o Mike Swedahl

Owner's Address: 3555 Willow Lk Blvd #100 White Bear Lk, MN 55110

Current USAGE of this dwelling: Single Family Townhouse Condo*
 Duplex Other: _____
Usage may not be legal. See below.

*For condominium units, this evaluation includes only those items located within the residential units and does not include the common use area, or other residential areas of the structure.

Comments:

Single Family

PROPERTY LOCATION AND POSSIBLE USE RESTRICTION INFORMATION

If a box is not checked then the information does not apply to this dwelling. This information is not guaranteed by the evaluator nor by the City of Saint Paul.

According to information provided to Truth-In-Sale of Housing Evaluators by the City of Saint Paul this property:

* IS A REGISTERED VACANT BUILDING. The conditions applicable to a sale are different by Category:
Even if this box is not marked this dwelling may BECOME a vacant building before the 1 year expiration date of this report.

Cat. 1 ____: New owners must re-register the building and pay all outstanding fees and obtain permission for occupancy.

Written permission from the City of Saint Paul is required before a Cat 2 or Cat 3 VB can be sold.

Cat. 2 ____: Requirements include: 1. Register/re-register the building, 2. Pay outstanding fees, 3. Obtain a code compliance report, 4. Submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. Submit proof of financial responsibility acceptable to the City.

Cat. 3 ____: All above requirements AND obtain a CERTIFICATE OF OCCUPANCY or CERTIFICATE OF CODE COMPLIANCE before sale.

*NOTICE: A VB status and/or category can change at any time. You must contact the City's Vacant Buildings division at 651-266-1900 to be sure you are fully informed of all conditions and requirements that may affect the sale of this property.

IS located within a Saint Paul HERITAGE PRESERVATION DISTRICT or is individually designated as a Saint Paul Heritage Preservation site. Review and approval of exterior work (excluding painting), modifications, additions and demolition is required by the Heritage Preservation Commission and city staff. For questions regarding Heritage Preservation call the City's Information line at 651-266-8989

HAS OPEN PERMITS. Go to the DSI website (see below), click on 'Look Up Property Information' to view information. Completion and/or occupancy restrictions or requirements may apply. Call 651-266-9090 for permit information.

IS a VERIFIED LEGAL DUPLEX. If this dwelling is in use as a duplex and this box is NOT checked, contact DSI ZONING at 651-266-9008 for the most recent information. Research into a property's history may incur a fee.

You may obtain a printout of all this information by visiting the DSI website, then enter the property address as directed: www.stpaul.gov>Government>Department of Safety & Inspections, then click on 'Look Up Property Information'

This Report:

1. is intended to provide basic information to the home buyer and seller prior to the time of sale. This report WILL NOT be used to enforce the requirements of the Legislative Code; however, this evaluation form will be used by the Fire Department to determine if there is compliance with the requirements for a hard-wired smoke detectors.
2. is based on the current Truth-in-Sale of Housing Evaluator Guidelines and is based upon different standards than the lender, Federal Housing Administration (FHA) or Veterans Administration (VA).
3. is not warranted, by the City of Saint Paul nor by the evaluator for the condition of the building component, nor of the accuracy of this report.
4. covers only the items listed on the form and only those items visible at the time of the evaluation. The Evaluator is not required to operate the heating plant (except during the heating season), use a ladder to observe the condition of the roofing, disassemble items or evaluate inaccessible areas.
5. is valid for one year from the date of issue and only for the owner named on this report.

Questions regarding this report should be directed to the evaluator. Complaints regarding this report should be directed to Department of Safety and Inspections, Truth-In-Sale of Housing Program, Phone No. (651) 266-1900.

EVALUATOR: Jon Haven PHONE: (651) 641-0641 DATE: 8/27/2010

Rev 3/2009

Property Address: 870 Edmund Ave St Paul, MN 55104

Rating Key: M = Meets minimum B = Below minimum C = See Comment H = Hazardous Y = Yes N = No NV = Not Visible/Viewed NA = Not Applicable

Item # Comment
Specify location(s), where necessary

BASEMENT/CELLAR

- 1. Stairs and Handrails B
- 2. Basement/cellar floor C
- 3. Foundation B
- 4. Evidence of dampness or staining Y
- 5. First floor, floor system C
- 6. Beams and columns C

- 1. Handrail not continuous. Low headroom. Width less than 36" Riser heights uneven
- 2. Covered portions not visible. Minimal access for viewing crawl space components.
- 3. Limited view of crawl space. Spalling, loose surface materials.
- 4. Efflorescence, Stains on foundation walls and floors.
- 5. Limited viewing of crawl space components
- 6. Limited view in crawl space.
- 11. Plastic waste pipe supported with metal straps.
- 15. Does not join furnace vent at a 45 degree. [B]
- 17 a. Excessive scale and corrosion in heat exchanger.

ELECTRICAL SERVICE(S) # of Services 1

7. Service size:

Amps: 30 60 100 X 150 Other

Volts: 115 115/220 X

BASMENT or METER LOCATION(S) ONLY:

- 8. Electrical service installation/grounding M
- 9. Electrical wiring, outlets, and fixtures M

18 a. Controls missing, 2nd floor SW

PLUMBING SYSTEM

- 10. Floor drain(s) (basement) M
- 11. Waste and vent piping (all floors) B
- 12. Water piping (all floors) M
- 13. Gas piping (all floors) M
- 14. Water heater(s), Installation M
- 15. Water heater(s), venting B
- 16. Plumbing fixtures (basement) M

HEATING SYSTEM(S) # of 1

17. Heating plant(s): Type: Forced air Fuel: Gas

- a. Installation and visible condition B
- b. Viewed in operation (required in heating season) N
- c. Combustion venting M

The Evaluator Is NOT required to operate the heating plant(s), except during heating season, between October 15 and April 15.

18. Additional heading unit(s) Type: Baseboard Fuel: Electrical

- a. Installation and visible condition B
- b. Viewed in operation N
- c. Combustion venting NA

19. ADDITIONAL COMMENTS (1 through 18) _____

EVALUATOR: Jon Haven

DATE: 8/27/2010

Property Address: 870 Edmund Ave St Paul, MN 55104

Rating Key: M = Meets minimum B = Below minimum C = See Comment H = Hazardous Y = Yes N = No NV = Not Visible/Viewed NA = Not Applicable

Item # Comment

Where there are multiple rooms to a category, the Evaluator must specify the room to which a Comment is related.

KITCHEN

Table with 2 columns: Item # and Rating. Items 20-27 with ratings M, M, N, M, M, M, M.

- 36. Damaged, loose handrail.
48. cracked plaster, 2nd floor NE
50. Bedroom wall stained, 2nd floor NE
51. Service wire to outlet, 2nd floor SW not secure.
58. No attic access visible. Not inspected.
62. 62H; CO detectors not installed to state guidelines.

LIVING AND DINING ROOM(S)

Table with 2 columns: Item # and Rating. Items 28-33 with ratings M, M, M, M, M, M.

HALLWAYS, STAIRS AND ENTRIES

Table with 2 columns: Item # and Rating. Items 34-39 with ratings M, N, B, M, M, Y, Y.

* If N or B in SINGLE FAMILY HOME the SPFire Dept requires HWSD installation

BATHROOM(S)

Table with 2 columns: Item # and Rating. Items 40-47 with ratings M, M, N, M, M, M, M.

SLEEPING ROOM(S)

Table with 2 columns: Item # and Rating. Items 48-53 with ratings B, M, Y, B, M, M.

ENCLOSED PORCHES AND OTHER ROOMS

Table with 2 columns: Item # and Rating. Items 54-57 with ratings M, N, M, M.

ATTIC SPACE (Visible Areas)

Table with 2 columns: Item # and Rating. Items 58-61 with ratings C, empty, empty, empty.

62. ADDITIONAL COMMENTS (20 through 61)
CO Detector information reported here

Property Address: 870 Edmund Ave St Paul, MN 55104

Rating Key: M = Meets minimum B = Below minimum C = See Comment H = Hazardous Y = Yes N = No NV = Not Visible/Viewed NA = Not Applicable

Item # Comment

EXTERIOR (Visible Areas)

Table with 2 columns: Item # and Comment. Rows include: 63. Foundation (C), 64. Basement/cellar windows (M), 65. Drainage (grade) (B), 66. Exterior walls (B), 67. Doors (frames/storms/screens) (M), 68. Windows (frames/storms/screens) (B), 69. Open porches, stairways and decks (B), 70. Cornice and trim (M), 71. Roof structure and covering (B), 72. Gutters and downspouts (NA), 73. Chimneys (M), 74. Outlets, fixtures and service entrance (M), 63. Trees growing too close to foundation, 65. Grading lacks slope away from building, 66. Damaged, missing siding components on rear, 68. Missing or damaged storm window components on front porch, 69. Uneven riser heights, front and rear, 71. Loose shingles on rear, 76. Garage siding deteriorated, 77. Garage locked, not viewed.

GARAGE(S)/ACCESSORY STRUCTURE(S)

Table with 2 columns: Item # and Comment. Rows include: 75. Roof structure and covering (M), 76. Wall structure and covering (B), 77. Slab condition (C), 78. Garage door(s) (M), 79. Garage opener(s) - (see important notice #5) (NV), 80. Electrical wiring, outlets and fixtures (NV).

81. ADDITIONAL COMMENTS (63 through 80)

FIREPLACE/WOODSTOVES

Table with 2 columns: Item # and Comment. Rows include: 82. Dampers installed in fireplaces (NA), 83. Installation (NA), 84. Condition (NA).

SUPPLEMENTAL INFORMATION - No determination is made whether items meet minimum standards (Y/N, NA, NV, only)

Table with 4 columns: INSULATION, Y/N, Type, Inches/Depth. Rows include: 85. Attic Insulation (NV), 86. Foundation Insulation (N), 87. Knee Wall Insulation (NV), 88. Rim Joist Insulation (N).

89. ADDITIONAL COMMENTS (82 through 88)

I hereby certify I prepared this report in compliance with the Saint Paul Evaluator Guidelines and all other applicable policies and procedures of the Truth-in-Sale of Housing Board. I have utilized reasonable and ordinary care and diligence and I have noted all conditions found that do not conform to the minimum standards of maintenance.

Evaluator Signature: Jon Haven, Phone Number: (651) 641-0641, Date: 8/27/2010, Page 4 of 4, Rev 3/2009

IMPORTANT NOTICES

- 1. All single family residences in Saint Paul must have at least one smoke detector connected to the electrical system (hard-wired). The detector must be located near sleeping rooms. For more information call Fire Prevention, (651) 266-9090. (Saint Paul Legislative Code, Chapter 58.)
2. Rainleaders connected to the sanitary sewer system must be disconnected. For more information call Public Works, Sewer Utility, (651) 266-6234.
3. A house built before 1978 may have lead paint on/in it. If children ingest lead paint, they can be poisoned. For more information call Ramsey County Public Health, (651) 266-1199.
4. Neither the City of Saint Paul nor the Evaluator is responsible for the determination of the presence of airborne particles such as asbestos, noxious gases such as radon, or other conditions of air quality that may be present, nor the conditions which may cause the above.
5. If this building is used for any purpose other than a single family dwelling, it may be illegally zoned. To help you determine legal uses under the zoning ordinance, contact the Zoning Administrator at (651) 266-9008.
6. An automatic garage door should reverse upon striking an object. If it does not reverse it poses a serious hazard and should be immediately repaired or replaced.

BUYER PURCHASING "AS IS" ADDENDUM

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date 8-26-10

2. Page _____

3. Addendum to Purchase Agreement between parties, dated 8-26, 20 10, pertaining
4. to the purchase and sale of the property at 870 Edmund Ave
5. St. Paul MN.

6. **DISCLOSURE REQUIRED:** Under Minnesota law, Sellers of residential property, except by waiver or with limited
7. exceptions, are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely
8. and significantly affect an ordinary Buyer's use or enjoyment of the property or any intended use of the property of
9. which Seller is aware. Such a disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing
10. or assisting any party in the transaction. Seller agrees to notify Buyer immediately in writing of any substantive changes
11. from any prior representations regarding the property.

12. (Check appropriate box.)

13. Buyer has received and had an opportunity to review the *Seller's Property Disclosure Statement*;
14. or

15. Buyer has received and had an opportunity to review the *Seller's Disclosure Alternatives* form.

16. **CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other improvements
17. and fixtures, is not new and is being purchased "AS IS".

18. Buyer understands that the property, as defined above, will be purchased in the condition it is in at the time of Purchase
19. Agreement. Buyer shall have the right to a walk-through review of the property prior to closing. To the extent there
20. is a material change in the condition of the property arising between the date of the Purchase Agreement and the
21. closing date, Seller shall be responsible for restoring the property to substantially the same condition it was in on the
22. date of the Purchase Agreement, except that Seller shall have **NO OBLIGATION OR RESPONSIBILITY** to repair or
23. replace central air-conditioning, heating, plumbing (including subsurface sewage treatment systems, unless otherwise
24. required by law), wiring systems or wells on the property if they fail between the date of Purchase Agreement and the
25. date of closing. This provision voids lines 220-222 of the Purchase Agreement.

26. **RISK OF LOSS:** The Risk of Loss provision in the Purchase Agreement is modified as follows. If there is any loss
27. or damage to the property between the date of Purchase Agreement and the date of closing for any reason, including fire,
28. vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller except that Seller shall have **NO**
29. **OBLIGATION OR RESPONSIBILITY** to repair or replace central air-conditioning, heating, plumbing (including subsurface
30. sewage treatment systems, unless otherwise required by law), wiring systems or wells on the property if they fail between
31. the date of Purchase Agreement and the date of closing. If the property is destroyed or substantially damaged before
32. the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee
33. representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign
34. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
35. to be refunded to Buyer.

36. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the property or to have it inspected by a person of
37. Buyer's choice, at Buyer's expense.

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

41. Property located at 870 Edmund Ave.

42. **SETTLEMENT IS FINAL:** It is understood that Buyer accepts the property "AS IS." ANY WARRANTIES OF PHYSICAL
43. **CONDITION OF THE PROPERTY** CONTAINED IN THIS PURCHASE AGREEMENT INCLUDING, BUT NOT LIMITED
44. **TO, CENTRAL AIR-CONDITIONING, HEATING, PLUMBING, WIRING, AND CONNECTION TO CITY SEWER AND**
45. **CITY WATER ARE VOID.** This provision shall survive delivery of the deed or contract for deed. All other warranties
46. specified in the Purchase Agreement remain the same.

47. **OTHER:** _____

48. _____

49. _____

50. _____

51. _____

52. _____

53. _____

54. _____

55. _____

56. _____

57. _____

58. _____

59. _____

60. _____

61. [Signature] 9/3/10 [Signature]
(Seller) (Date) (Buyer) (Date)

62. _____
(Seller) (Date) (Buyer) (Date)

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

Lines 35, 36

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date 8-26-10

2. Page 1 of 14

3. RECEIVED OF Christopher Scanlon and Katherine Smith

4. _____ Dollars (\$ 650.00)

5. the sum of six hundred & fifty
6. by CHECK CASH NOTE as earnest money to be deposited upon Final Acceptance of Purchase
(Check one.)

7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of listing
8. broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted
9. by Seller.

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

11. Street Address: 870 Edmund Ave

12. City of Saint Paul, County of Ramsey

13. State of Minnesota, legally described as _____

14. Victoria Street Addition, TD ST W 19 FT OF

15. lot 4 and all of lot 5

16. _____

17. including all fixtures on the following property, if any, owned by Seller and used and located on said property,

18. including but not limited to garden bulbs, plants, shrubs and trees; storm sash, storm doors, screens and awnings;

19. window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and bulbs; plumbing

20. fixtures, water heater, heating plants (with any burners, non-fuel tanks, stokers and other equipment used in connection

21. therewith), built-in air-conditioning equipment, electronic air filter, water softener OWNED RENTED NONE,
(Check one.)

22. built-in humidifier and dehumidifier, liquid fuel tank(s) OWNED RENTED NONE and controls (if the
(Check one.)

23. property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers,

24. garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms;

25. ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and

26. heatilators; AND the following personal property: _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 68,000.00)

33. sixty eight thousand & 00/100 Dollars,

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

35. 1. Cash of at least 3.5 percent (%) of the sale price, which includes the earnest money; PLUS 9796.5

36. 2. Financing, the total amount secured against this property to fund this purchase, not to exceed _____

37. percent (%) of the sale price.

38. Such financing shall be (check one) a first mortgage; a contract for deed; or a first mortgage with

39. subordinate financing, as described in the attached Addendum.

40. Conventional FHA DVA Assumption Contract for Deed Other: _____
(Check one.)

41. The date of closing shall be Oct 25, 20 10.

PURCHASE AGREEMENT

42. Address 870 Edmund
43. Page 2 Date 8-26-10

- 44. This Purchase Agreement IS IS NOT subject to a Contingency Addendum for sale of Buyer's property.
(Check one.)
- 45. (If answer is IS, see attached Addendum.)
- 46. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)
- 47. is applicable.)
- 48. This Purchase Agreement IS IS NOT subject to cancellation of a previously written purchase agreement
(Check one.)
- 49. dated 8-4, 20 10.
- 50. (If answer is IS, said cancellation shall be obtained no later than _____, 20 _____. If
- 51. said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
- 52. sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
- 53. hereunder to be refunded to Buyer.)
- 54. Buyer has been made aware of the availability of property inspections. Buyer Elects Declines to have a
(Check one.)
- 55. property inspection performed at Buyer's expense.
- 56. This Purchase Agreement IS IS NOT subject to an Inspection Contingency Addendum.
(Check one.)
- 57. (If answer is IS, see attached Addendum.)
- 58. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a
- 59. Warranty Deed or Other: _____ Deed joined in by spouse, if any, conveying
(Check one.)
- 60. marketable title, subject to
- 61. (a) building and zoning laws, ordinances, and state and federal regulations;
- 62. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
- 63. (c) reservation of any mineral rights by the State of Minnesota;
- 64. (d) utility and drainage easements which do not interfere with existing improvements;
- 65. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____ ; and
- 66. _____
- 67. (f) others (must be specified in writing): _____
- 68. _____
- 69. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and
- 70. interest.
- 71. BUYER SHALL PAY SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
(Check one.)
- 72. Acres) or special assessments, payment of which is required as a result of the closing of this sale.
- 73. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING SELLER SHALL PAY ON
(Check one.)
- 74. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
- 75. payable in the year of closing.
- 76. BUYER SHALL ASSUME SELLER SHALL PAY on date of closing all other special assessments levied as
(Check one.)
- 77. of the date of this Purchase Agreement.
- 78. BUYER SHALL ASSUME SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)
- 79. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
- 80. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or
- 81. less, as required by Buyer's lender.)
- 82. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 83. which is not otherwise herein provided.

PURCHASE AGREEMENT

84. Address 870 Edmund
85. Page 3 Date 8-26-10

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

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

96. Buyer shall pay PRORATED FROM DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due (Check one.)

97. and payable in the year 20 10

98. Seller shall pay PRORATED TO DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due and (Check one.)

99. payable in the year 20 10. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted

100. to the new closing date. Seller warrants taxes due and payable in the year 20 10 shall be FULL PART NON- (Check one.)

101. homestead classification.

102. If part- or non-homestead classification is checked, Seller agrees to pay Buyer at closing \$ 0
103. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes
104. when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing
105. and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the
106. amount of subsequent real estate taxes.

107. **POSSESSION:** Seller shall deliver possession of the property no later than immediately after closing.
108. All interest, unit owners' association dues, rents, and charges for city water, city sewer, electricity and natural gas shall
109. be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid
110. petroleum gas on the day of closing, at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND
111. ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.

112. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance of this Purchase Agreement, Seller
113. shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
114. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
115. or Buyer's designated title service provider:

116. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed
117. to write title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and
118. exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the insurance
119. of the title insurance policy(ies) including but not limited to the premium(s). Buyer's name search and plat
120. drawing, if any. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in
121. Seller's possession or control, for this property to Buyer or Buyer's designated title service provider.

122. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to
123. date if Registered (Tomens) property. Seller shall pay for the abstracting or RPA costs and surrender any
124. abstract for this property in Seller's possession or control to Buyer or Buyer's designated title service provider.
125. If property is Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.

126. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event Seller has not
127. provided marketable title by the date of closing, Seller shall have an additional 90 days to make title marketable, or in
128. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
129. and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare
130. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
131. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
132. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and
133. directing all earnest money paid hereunder to be refunded to Buyer.

PURCHASE AGREEMENT

134. Page 4

135. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay
 136. all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description
 137. of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants
 138. that the buildings are or shall be constructed entirely within the boundary lines of the property. Seller warrants that
 139. there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of the
 140. deed or contract for deed.
141. Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures
 142. or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration or
 143. repair of any structure on, or improvement to, the property.
144. Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings,
 145. or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller warrants that
 146. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
 147. received by Seller shall be provided to Buyer immediately.
148. Seller agrees to allow reasonable access to the property for performance of any surveys or inspections agreed to
 149. herein.
150. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for any
 151. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property
 152. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,
 153. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
 154. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and
 155. directing all earnest money paid hereunder to be refunded to Buyer.
156. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
157. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed
 158. by the parties shall constitute the entire agreement between Seller and Buyer and supersedes any other written or
 159. oral agreements between Seller and Buyer. This Purchase Agreement can be modified or canceled only in writing
 160. signed by Seller and Buyer or by operation of law. All monetary sums are deemed to be United States currency for
 161. purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which may effectively
 162. increase the cash outlay at closing or reduce the proceeds from the sale.
163. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
 164. must be delivered.
165. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
 166. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
 167. ending at 11:59 P.M. on the last day.
168. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
 169. stated elsewhere by the parties in writing.
170. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement
 171. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or
 172. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase
 173. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is
 174. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217,
 175. Subd. 4.
176. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
 177. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
 178. specific performance, such action must be commenced within six months after such right of action arises.
179. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 180. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
 181. by contacting the local law enforcement offices in the community where the property is located or the Minnesota
 182. Department of Corrections at (651) 351-7200, or from the Department of Corrections web site at
 183. www.corr.state.mn.us.

PURCHASE AGREEMENT

184. Address 870 Edmund
185. Page 5 Date 8-26-10

- 186. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge, there are no hazardous substances or underground
- 187. storage tanks except herein noted: _____
- 188. _____
- 189. _____
- 190. _____
- 191. _____
- 192. _____
- 193. _____
- 194. _____
- 195. _____
- 196. _____

- 197. (Check appropriate boxes.)
- 198. **SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:**
- 199. CITY SEWER YES NO / CITY WATER YES NO
- 200. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
- 201. SELLER CERTIFIES THAT SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT
(Check one.)
- 202. SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit,
- 203. see Subsurface Sewage Treatment System Disclosure Statement.)
- 204. **PRIVATE WELL**
- 205. SELLER CERTIFIES THAT SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE
(Check one.)
- 206. PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)
- 207. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO A SUBSURFACE SEWAGE TREATMENT SYSTEM
(Check one.)
- 208. AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)
- 209. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS
- 210. RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM
- 211. DISCLOSURE STATEMENT.

- 212. **NOTICE**
- 213. Emily Dartuna is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)
- 214. HomeMasters Realty
(Real Estate Company Name)
- 215. Duff Knueger is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)
- 216. Keller Williams Premier
(Real Estate Company Name)
- 217. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

PURCHASE AGREEMENT

218. Address 870 Edmund
219. Page 6 Date 8-26-10

- 220. SELLER WARRANTS THAT CENTRAL AIR-CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED
- 221. AND LOCATED ON SAID PROPERTY SHALL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS
- 222. NOTED IN THIS PURCHASE AGREEMENT.
- 223. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
- 224. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF
- 225. THIS PURCHASE AGREEMENT.
- 226. BUYER HAS HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A
(Check one.)
- 227. SELLER'S DISCLOSURE ALTERNATIVES FORM.
- 228. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY. SELLER AGREES TO
- 229. NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM ANY PRIOR
- 230. REPRESENTATIONS REGARDING THE PROPERTY.
- 231. IN THE EVENT BUYER AND SELLER HAVE ELECTED 'WAIVER' ON THE SELLER'S DISCLOSURE ALTERNATIVES
- 232. FORM, THEN DO NOT COMPLETE LINES 233-238.
- 233. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE
- 234. PROBLEMS OF WATER IN BASEMENT OR DAMAGE CAUSED BY WATER ICE OR ICE BUILDUP ON ROOF OF
- 235. THE PROPERTY, AND BUYER RELIES SOLELY IN THAT REGARD ON THE FOLLOWING STATEMENT BY
- 236. SELLER.
- 237. SELLER HAS HAS NOT HAD A WET BASEMENT AND HAS HAS NOT HAD ROOF, WALL OR
(Check one.)
- 238. CEILING DAMAGE CAUSED BY WATER OR ICE BUILDUP.

DUAL AGENCY REPRESENTATION

- 239. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:
- 240. Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 242-258.
- 241. Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 243-258.
- 242. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a
- 243. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
- 244. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
- 245. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
- 246. Seller(s) and Buyer(s) acknowledge that
- 247. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
- 248. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
- 249. information will be shared;
- 250. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- 251. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
- 252. the sale.
- 253. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
- 254. and its salesperson to act as dual agents in this transaction.
- 255. Seller _____ Buyer _____
- 256. Seller _____ Buyer _____
- 257. Date _____ Date _____
- 258.

PURCHASE AGREEMENT

259. Address 870 Edmund
260. Page 7 Date 8-26-10

261. OTHER: _____
262. _____
263. _____
264. _____

265. Other addenda may be attached which are made a part of this Purchase Agreement. (Enter total number of pages of
266. this Purchase Agreement, including addenda, on line two (2) of page one (1).)

267. I, the owner of the property, accept this Purchase
268. Agreement and authorize the listing broker to withdraw
269. said property from the market, unless instructed
270. otherwise in writing.
271. I have reviewed all pages of this Purchase 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.

272. If checked, this Purchase Agreement is subject to
273. attached Counteroffer Addendum.

274. X [Signature] 9/3/10
(Seller's Signature) (Date)

X [Signature] 8/26/10
(Buyer's Signature) (Date)

275. X [Signature] 9/3/10
(Seller's Printed Name) Dan Andert

X Katherine Smith
(Buyer's Printed Name)

276. X _____
(Marital Status)

X Single
(Marital Status)

277. X _____
(Seller's Signature) (Date)

X [Signature]
(Buyer's Signature) (Date)

278. X _____
(Seller's Printed Name)

X Chris Scanlon
(Buyer's Printed Name)

279. X _____
(Marital Status)

X Single
(Marital Status)

280. FINAL ACCEPTANCE DATE _____

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

283. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
284. DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
285. VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.

286. SELLER(S) [Signature]

BUYER(S) [Signature]

287. SELLER(S) _____

BUYER(S) [Signature]

**FINANCING ADDENDUM
FHA INSURED MORTGAGE**

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1. Date 8-26-10
2. Page 8

3. Addendum to Purchase Agreement between parties, dated 8-26, 20 10, pertaining
4. to the purchase and sale of the property at 870 Edmund

5. _____
6. There IS IS NOT a Buyer's Financial Disclosure Statement submitted with this Purchase Agreement.
(Check one.)

7. Buyer shall apply for and secure, at Buyer's expense, an **FHA INSURED** Fixed mortgage
(e.g., Fixed, ARM)

8. in the amount stated in this Purchase Agreement, amortized monthly over a period of not more than 30

9. years, with an initial mortgage interest rate at no more than 6 percent (%) per annum. The mortgage
10. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance of this Purchase Agreement.

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

13. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first
14. mortgage and any subordinate financing.

15. (Check one.)

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

20. If Buyer cannot secure such mortgage(s) and this Purchase Agreement does not close on the closing
21. date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation
22. of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded
23. to Buyer.

24. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
25. or before _____, 20 _____.

26. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
27. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
28. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
29. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to the extent
30. required by this Purchase Agreement, including but not limited to interest rate and discount points, if any, Seller
31. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
32. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
33. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder
34. to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by
35. law.

36. If the Written Statement is not provided by the date specified on line 25, this Purchase Agreement is canceled.
37. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and
38. directing all earnest money paid hereunder to be refunded to Buyer.

39. **MORTGAGE INSURANCE PREMIUMS:** Pursuant to federal regulations, a one-time Mortgage Insurance Premium (MIP)
40. must be paid to FHA at the closing of this transaction. The said Mortgage Insurance Premium will increase the mortgage
41. amount unless paid in cash at the closing. This provision may not be applicable to condominium transactions.

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

Lines 65

FINANCING ADDENDUM
FHA INSURED MORTGAGE

44. Page 9

45. Property located at 870 Edmund Ave

46. **DISCOUNT POINTS:** If Seller has agreed to pay discount points pursuant to this Purchase Agreement, a Financing Addendum Seller's Contribution to Closing Costs and Discount Points must be attached. Nothing in this Agreement shall prohibit Buyer from paying any mortgage discount points.

49. **LOCKING OF MORTGAGE INTEREST RATE (RATE):** The Rate shall be locked with the lender(s) by Buyer (check one):

- 51. WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE OF THIS PURCHASE AGREEMENT; OR
- 52. AT ANYTIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).

53. **FHA COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty that Seller shall make repairs required by the FHA commitment. However, Seller agrees to pay up to \$ 500.00 to make repairs as required by the FHA commitment. If the FHA commitment is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 57. (a) making the necessary repairs; or
- 58. (b) negotiating the cost of making said repairs with Buyer; or
- 59. (c) declaring this Purchase Agreement canceled, in which case 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 hereunder to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow amounts related thereto above the amount specified on line 54 of this Addendum.

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

64. **LENDER PROCESSING FEES:** Seller agrees to pay miscellaneous processing fees which the lender(s) cannot charge to Buyer, not to exceed \$ 500.00

66. **FHA ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs or a Direct

70. Endorsement lender setting forth the appraised value of the property as not less than \$ 69,800.00 (sale price)

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

76. **HOME INSPECTION:** HUD requires mortgage lenders of FHA insured mortgages to provide the form For Your Protection: Get a Home Inspection.

78. **OTHER:** _____

80. [Signature] 9/3/10 [Signature] 8/26/10
(Seller) (Date) (Buyer) (Date)

81. _____ [Signature] 8/26/10
(Seller) (Date) (Buyer) (Date)

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

INSPECTION CONTINGENCY ADDENDUM

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1. Date 8-26-10
2. Page 10

**THE PROPERTY, IF NOT NEW, CANNOT BE EXPECTED TO BE IN NEW CONDITION.
ROUTINE MAINTENANCE ITEMS ARE NOT PART OF THIS ADDENDUM.**

- 3.
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- 40.

Addendum to Purchase Agreement between parties, dated 8-26, 20 10, pertaining to the purchase and sale of the property at 870 Edmund

This Purchase Agreement is contingent upon a complete home inspection(s) of the property to determine its condition. Any and all inspections performed by Buyer shall constitute a complete home inspection(s).

Any inspection(s) shall be done by an Inspector(s) of Buyer's choice. The Inspector(s) should be qualified to do the inspection(s), as evidenced by a license or professional designation. Buyer shall satisfy Buyer as to the qualifications of the Inspector(s).

Said inspection(s) shall be at Buyer's sole expense.

Seller agrees to make the property reasonably available for said inspection(s).

Any inspection(s) or test(a) done by FHA, DVA or any other governmental unit shall be done and paid for in accordance with the applicable regulations and are not part of this Inspection Contingency Addendum.

Buyer shall not have the right to do intrusive testing without the prior written authorization of Seller.

For purposes of this form, "intrusive testing" shall mean any testing, inspection(s) or investigation(s) that changes the property from its original condition or otherwise damages the property.

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

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.

For the purposes of this Addendum, "Business Days" shall end at 11:59 p.m. and do not include Saturdays, Sundays and state and federal holidays.

All inspection(s) shall be done within 5 Business Days of Final Acceptance of this Purchase Agreement.

Buyer shall have these options following inspection(s):

(1) If Buyer, or licensee representing or assisting Buyer, identifies any issues pertaining to the property resulting from the inspection(s) and intends to negotiate the identified issues with Seller, then Buyer, or licensee representing or assisting Buyer, shall notify Seller, or licensee representing or assisting Seller, in writing, describing the issues and proposed remedy, within 3 Business Days after expiration of the time period specified on line 25.

If Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or assisting Seller, of the identified issues and proposed remedy, and if within 1 Business Days after such notice Buyer and Seller have not agreed in writing to a remedy of the identified issues, this Purchase Agreement is canceled without further notice required. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer, and thereafter neither party shall have any further liability to the other.

And/or:

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

INSPECTION CONTINGENCY ADDENDUM

41. Date 8-26-10
42. Page 11

43. Property located at 870 Edmund Ave

44. (2) Notwithstanding any provision to the contrary or any notice given, Buyer may unilaterally waive any issue,
45. providing that Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or
46. assisting Seller, of waiver in writing, within the time specified on line 33.

47. And/or,

48. (3) Notwithstanding any other provision of this Purchase Agreement, Buyer may, based on the inspection(s),
49. declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting
50. Seller, within 1 Business Days after expiration of the time period specified on line 25, in which case
51. this Purchase Agreement is canceled.

52. In the event Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
53. a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
54. hereunder to be refunded to Buyer.

55. If Buyer fails to have the inspection(s) performed within the time specified in line 25, or does not notify Seller, or licensee
56. representing or assisting Seller, of Buyer's decision within the time specified in lines 50 and 50, then this Contingency
57. shall be deemed removed and this Purchase Agreement shall be in full force and effect.

58. Nothing herein invalidates the warranties agreed to in lines 220-222 of this Purchase Agreement.

59. Seller, or licensee representing or assisting Seller, SHALL SHALL NOT have the right to continue to offer
(Check one.)

60. the property for sale until this Contingency is removed.

61. [Signature] 8/3/10
(Seller) (Date)

[Signature] 8/26/10
(Buyer) (Date)

62. _____
(Seller) (Date)

[Signature] 8/26/10
(Buyer) (Date)

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

FINANCING ADDENDUM SELLER'S CONTRIBUTIONS TO CLOSING COSTS AND DISCOUNT POINTS

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1. Date 8-26-10
2. Page 12

3. Addendum to Purchase Agreement between parties, dated 8-26, 20 10, pertaining to
4. the purchase and sale of the property at 870 Edmund

5. Seller agrees to pay up to (check one):

- 7. \$ 2,000.00 ; or
- 8. _____ percent (%) of the sale price; or
- 9. _____ percent (%) of the mortgage amount

10. towards the Buyer's closing costs, prepaid items, and/or mortgage discount points as specified below. Any amount of Seller's contribution that exceeds Buyer's actual costs, or which cannot be used because the Seller's contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained by the Seller.

14. The Buyer may use these funds toward:

- 15. Closing costs
- 16. Prepaids
- 17. Discount points (percent must be based upon mortgage amount)

18. **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 HUD-1 at closing.**

20. [Signature] 9/3/10
(Seller) (Date)

[Signature] 8/26/10
(Buyer) (Date)

21. _____
(Seller) (Date)

[Signature] 8/26/10
(Buyer) (Date)

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



SHORT SALE CONTINGENCY ADDENDUM

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1. Date 8-26-10
2. Page

3. Addendum to Purchase Agreement between parties, dated 8-26-2010, pertaining
4. to the purchase and sale of the property located at 870 Edmund Ave.
5. St. Paul

6. The proceeds of the sale will not be sufficient to fully pay off all mortgages and other liens against the property. As a
7. result, Seller must obtain "short sale" approval from one or more creditors. There may be various lienholders from
8. whom Seller may need approval: this includes but is not limited to senior and junior liens, if any, homeowner's associations
9. or tax liens.

10. Short Sale Approval in this Addendum is defined as a mutually acceptable agreement between the creditor and Seller
11. to release their liens.

12. This Purchase Agreement is contingent on the Short Sale Approval by Seller's creditors.

13. Seller shall obtain the Short Sale Approval(s) and notify Buyer, or licensee representing or assisting Buyer, in writing
14. of the approval(s) no later than Oct. 4, 2010. If Seller fails to obtain the necessary approval(s) and
15. provide Buyer, or licensee representing or assisting Buyer, with written notice by this deadline, this Purchase Agreement
16. is canceled, in which case Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement directing
17. the release of the earnest money to Buyer.

18. The following provision(s) modify and supersede any conflicting term(s) in the Purchase Agreement and any Addenda
19. thereto ONLY IF the corresponding box is marked (Select appropriate option(s) a-c.):

20. [X] (a) Notwithstanding any provision of this Purchase Agreement to the contrary, Buyer shall not be required to provide
21. earnest money until Short Sale Approval has been obtained. Buyer shall pay the earnest money within three
22. (3) business days after Seller provides written notice to Buyer, or licensee representing or assisting Buyer,
23. that said approval has been obtained from all mortgagees and lienholders.

24. [X] (b) Notwithstanding any provision of this Purchase Agreement to the contrary, the timeframe to perform inspection(s) shall
25. commence on the date that Seller provides written notice of Short Sale Approval from all mortgagees and
26. lienholders to Buyer, or licensee representing or assisting Buyer, rather than on final acceptance of this Purchase
27. Agreement.

28. [] (c) Notwithstanding any provision of this Purchase Agreement to the contrary, Seller, or licensee representing or
29. assisting Seller, [X] SHALL [] SHALL NOT have the right to continue to offer the property for sale until this
30. contingency is removed.

31. OTHER:
32.
33.
34.

35. THIS PAGE IS PART OF A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
36. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



SHORT SALE
CONTINGENCY ADDENDUM

37. Date 8-26-16

38. Page _____

39. NOTICE: Buyer and Seller acknowledge the following:

- 40. • There are alternatives to short sale;
- 41. • A short sale will have legal, financial or tax consequences;
- 42. • Non-recoverable expenses may be incurred; and
- 43. • Buyer and Seller are advised to seek legal, financial and tax advice prior to executing this
- 44. agreement.

45. [Signature] 9/3/16
 (Seller) (Date)

X
 (Buyer) (Date)

46. _____
 (Seller) (Date)

_____ (Buyer) (Date)

47. THIS PAGE IS PART OF A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
 48. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN:SSCA-2 (2/09)

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

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1. Page 1

2. **ARBITRATION DISCLOSURE**

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court.** By signing the RESIDENTIAL REAL PROPERTY
6. ARBITRATION AGREEMENT (ARBITRATION AGREEMENT) on page two, you agree to binding arbitration under the
7. Residential Real Property Arbitration System (Arbitration System) administered by National Center for Dispute Settlement
8. (NCDS) and endorsed by the Minnesota Association of REALTORS® (MNAR). The ARBITRATION AGREEMENT is
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your Purchase Agreement will still be**
11. **valid whether or not you sign the ARBITRATION AGREEMENT.**

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

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

22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed
24. in conciliation court is \$7,500. This amount is subject to future change. In some cases, it is quicker and less expensive
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The
26. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

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

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

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

42. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general**
43. **overview of the Arbitration System rules.** For specific information regarding the administrative fee, please see the
44. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling
45. (888) 832-4792 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration,
46. call NCDS at (888) 832-4792 or consult a lawyer.

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

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

49. Page 2

**THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.
READ THE ARBITRATION DISCLOSURE ON PAGE ONE IN FULL BEFORE SIGNING.**

RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

50.
51.
52.

53. For the property located at 870 Edmund

54. City of Saint Paul, County of Ramsay, State of Minnesota.

55. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
56. enjoyment of the property, excluding disputes related to title issues of the property covered by the Purchase Agreement
57. dated 8-26, 20 10, including claims of fraud, misrepresentation, warranty and
58. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
59. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
60. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
61. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one. This Agreement shall
62. survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement is only enforceable if
63. all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to arbitrate as acknowledged
64. by signatures below.

55. [Signature] 9/3/10
(Seller's Signature) (Date)

[Signature] 8/26/10
(Buyer's Signature) (Date)

56. _____
(Seller's Printed Name)

Katherine Smith
(Buyer's Printed Name)

57. _____
(Seller's Signature) (Date)

[Signature] 8/26/10
(Buyer's Signature) (Date)

58. _____
(Seller's Printed Name)

Chris Scanlon
(Buyer's Printed Name)

59. [Signature] _____
(Licensee Representing or Assisting Seller) (Date)

[Signature] 8-26-10
(Licensee Representing or Assisting Buyer) (Date)

70. Keller Williams Realty
(Company Name)

Home Master Realty
(Company Name)

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

SELLER'S DISCLOSURE ALTERNATIVES
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1. Date _____

2. Page 1 of _____ pages

3. Property located at 870 Edmund Ave.

4. City of St. Paul, County of Ramsey, State of Minnesota.

5. **NOTICE**

6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52
7. through 513.60. To comply with the statute, Seller must provide either a written disclosure to the prospective
8. Buyer (see *Seller's Property Disclosure Statement*) or satisfy one of the following two options:

9. (Select one option only.)

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

16. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information
17. that is included in a written report, or material facts known by Seller that are not included in the
18. report.

19. The inspection report was prepared by _____

20. _____

21. and dated _____, 20_____.

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

24. _____

25. _____

26. _____

27. _____

28. _____

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

31. _____

32. _____

33. _____

34. _____

35. _____

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

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

40. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

SELLER'S DISCLOSURE ALTERNATIVES

42. Property located at 870 Edmund Ave.

43. OTHER REQUIRED DISCLOSURES:

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

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

50. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
51. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
52. Subsurface Sewage Treatment System Disclosure Statement.)

53. There is a subsurface sewage treatment system on or serving the above-described real property.
54. (See Subsurface Sewage Treatment System Disclosure Statement.)

55. There is an abandoned subsurface sewage treatment system on the above-described real property.
56. (See Subsurface Sewage Treatment System Disclosure Statement.)

57. B. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103f.235.)
58. (Check appropriate box.)

59. Seller certifies that Seller does not know of any wells on the above-described real property.

60. Seller certifies there are one or more wells located on the above-described real property.
61. (See Well Disclosure Statement.)

62. Are there any wells serving the above-described property that are not located on the property? Yes No

63. Contaminated Well: Is there a well on or serving the property that contains contaminated water? Yes No

64. To your knowledge, is the property in a Special Well Construction Area? Yes No

65. Comments: _____

66. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 16)

67. There IS IS NOT an exclusion from market value for home improvements on this property. Any valuation
68. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
69. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
70. consequences.

71. Additional comments: _____

72. _____

73. D. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

75. Seller is not aware of any methamphetamine production that has occurred on the property.

76. Seller is aware that methamphetamine production has occurred on the property.

77. (See Methamphetamine Production Disclosure Statement.)

78. E. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety zone
79. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
80. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
81. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

82. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

84. Property located at 870 Edmund Ave

85. F. [Signature] [Signature] Buyer has had the opportunity to review page four (4) of this Agreement.
(Initial) (Initial)

86. G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:

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

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

95. I. SELLER'S STATEMENT:

96. (To be signed at time of listing.)
97. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
98. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

99. [Signature] 6/16/10 _____
(Seller) (Date) (Seller) (Date)

100. J. BUYER'S ACKNOWLEDGEMENT:

101. (To be signed at time of purchase agreement.)
102. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form
103. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding
104. material facts have been made, other than those made in this form.

105. _____
(Buyer) (Date) (Buyer) (Date)

106. K. ADDITIONAL DISCLOSURES: _____

107. _____
108. _____
109. _____

110. L. SELLER'S ACKNOWLEDGEMENT:

111. (To be signed at time of purchase agreement.)
112. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts are the same, except
113. for changes as indicated below, which have been signed and dated.

114. _____
115. _____
116. _____

117. [Signature] 9/3/10 _____
(Seller) (Date) (Seller) (Date)

118. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

120. M. OTHER INFORMATION:

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

124. Examples of exterior moisture sources may be

- 125. • improper flashing around windows and doors,
- 126. • improper grading,
- 127. • flooding,
- 128. • roof leaks.

129. Examples of interior moisture sources may be

- 130. • plumbing leaks,
- 131. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 132. • overflow from tubs, sinks or toilets,
- 133. • firewood stored indoors,
- 134. • humidifier use,
- 135. • inadequate venting of kitchen and bath humidity,
- 136. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 137. • line-drying laundry indoors,
- 138. • houseplants—watering them can generate large amounts of moisture.

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

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

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

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota Association of REALTORS® web site at www.mnrealtor.com.

152. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**
 153. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**

154. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER**

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

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1. Date _____

2. Page 1

3. Addendum to Purchase Agreement between parties, dated 8-26, 20 10,
 4. pertaining to the purchase and sale of the property at 870 Edmund Ave.
 5. _____

6. Section I: Lead Warning Statement

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

15. **Seller's Disclosure (initial)**

16. RS (a) Presence of lead-based paint and/or lead-based paint hazards.
 17. (Check one below.)

18. Known lead-based paint and/or lead-based paint hazards are present in the housing
 19. (explain):
 20. _____

21. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. RA (b) Records and reports available to the seller.
 23. (Check one below.)

24. Seller has provided Buyer with all available records and reports pertaining to lead-based paint
 25. and/or lead-based paint hazards in the housing (list documents below):
 26. _____

27. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
 28. in the housing.

29. **Buyer's Acknowledgment (initial)**

30. _____ (c) Buyer has received copies of all information listed under (b) above.

31. _____ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

32. _____ (e) Buyer has (check one below):

33. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
 34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
 35. see Section II on page 2); or

36. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
 37. based paint and/or lead-based paint hazards.

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

38. Page

2

39. Property located at 870 Edmund Ave

40. Real Estate Licensee's Acknowledgement (initial)

41. DL (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. of licensee's responsibility to ensure compliance.

43. Certification of Accuracy

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

46. [Signature] 6/10/10 X
(Seller) (Date) (Buyer) (Date)

47. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

48. [Signature] 6/10/10 X
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

49. Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within ten (10) _____ calendar days after Final Acceptance of the Purchase Agreement.
..... (Check one)

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/09)