



**PURCHASE AGREEMENT**

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- 1. Date 09/27/12
- 2. Page 1 of 7

3. RECEIVED OF Dayton's Bluff Neighborhood Housing Services

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

5. the sum of 0 Dollars (\$ .00 )

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: 702 3rd Street East

12. City of St. Paul, County of Ramsey

13. State of Minnesota, legally described as LYMAN DAYTON ADDITION LOT 21 BLK 38

14. \_\_\_\_\_

15. \_\_\_\_\_

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. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 20,000.00 )

31. Twenty thousand and 00/100 Dollars,

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

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

35. 2. Financing of 0 percent (%) of the sale price, which will be the total amount secured against this property  
36. to fund this purchase.

37. Such financing shall be (check one)  a first mortgage;  a contract for deed; or  a first mortgage with  
38. subordinate financing, as described in the attached Addendum:

39.  Conventional  FHA  DVA  Assumption  Contract for Deed  Other: \_\_\_\_\_  
(Check one.)

40. The date of closing shall be December 31, 20 12.

42. Property located at 702 3rd Street East St. Paul
43. This Purchase Agreement  IS  IS NOT subject to a *Contingency Addendum* for sale of Buyer's property.  
-----*(Check one.)*-----
44. (If answer is **IS**, see attached *Addendum*.)
45. (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.)
- 46.
47. This Purchase Agreement  IS  IS NOT subject to cancellation of a previously written purchase agreement  
-----*(Check one.)*-----
48. dated \_\_\_\_\_, 20\_\_\_\_.
49. (If answer is **IS**, said cancellation shall be obtained no later than \_\_\_\_\_, 20\_\_\_\_. If
50. said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
51. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid
52. hereunder to be refunded to Buyer.)
53. Buyer has been made aware of the availability of property inspections. Buyer  Elects  Declines to have a  
-----*(Check one.)*-----
54. property inspection performed at Buyer's expense.
55. This Purchase Agreement  IS  IS NOT subject to an *Inspection Contingency Addendum*.  
-----*(Check one.)*-----
56. (If answer is **IS**, see attached *Addendum*.)
57. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a
58.  **Warranty Deed** or  **Other:** \_\_\_\_\_ **Deed** joined in by spouse, if any, conveying  
-----*(Check one.)*-----
59. marketable title, subject to
60. (a) building and zoning laws, ordinances, and state and federal regulations;
61. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
62. (c) reservation of any mineral rights by the State of Minnesota;
63. (d) utility and drainage easements which do not interfere with existing improvements;
64. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_
65. \_\_\_\_\_; and
66. (f) others (must be specified in writing): \_\_\_\_\_
67. \_\_\_\_\_
68. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and
69. interest.
70.  **BUYER SHALL PAY**  **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green  
-----*(Check one.)*-----
71. Acres) or special assessments, payment of which is required as a result of the closing of this sale.
72.  **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING**  **SELLER SHALL PAY ON**  
-----*(Check one.)*-----
73. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
74. payable in the year of closing.
75.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY** on date of closing all other special assessments levied as  
-----*(Check one.)*-----
76. of the date of this Purchase Agreement.
77.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as  
-----*(Check one.)*-----
78. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
79. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or
80. less, as required by Buyer's lender.)

82. Property located at 702 3rd Street East St. Paul.
83. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise herein provided.
- 84.
85. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
(Check one.)
86. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
- 87.
- 88.
- 89.
- 90.
- 91.
- 92.
- 93.
- 94.
95. Buyer shall pay  PRORATED FROM DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due  
(Check one.)
96. and payable in the year 20 12.
97. Seller shall pay  PRORATED TO DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due and  
(Check one.)
98. payable in the year 20 12. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted to the new closing date. Seller warrants taxes due and payable in the year 20 12 shall be  FULL-  PART-  NON-  
(Check one.)
- 99.
100. homestead classification.
101. **If part- or non-homestead classification is checked,** Seller agrees to pay Buyer at closing \$ \_\_\_\_\_ .00 toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate taxes.
- 102.
- 103.
- 104.
- 105.
106. **POSSESSION:** Seller shall deliver possession of the property no later than \_\_\_\_\_ 0 after closing. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.
- 107.
- 108.
109. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
- 110.
- 111.
112. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance of this Purchase Agreement:
113. (a) Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider; and
- 114.
115. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.
- 116.
- 117.
118. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following:
- 119.
- 120.
121. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.
- 122.
- 123.
- 124.
- 125.
- 126.
- 127.
- 128.

130. Property located at 702 3rd Street East St. Paul.
131. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay  
132. all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description  
133. of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants  
134. that the buildings are or shall be constructed entirely within the boundary lines of the property. Seller warrants that  
135. there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of the  
136. deed or contract for deed.
137. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,  
138. machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with  
139. construction, alteration or repair of any structure on, or improvement to, the property.
140. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
141. proceedings, or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller  
142. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
143. such notices received by Seller shall be provided to Buyer immediately.
144. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided  
145. by Seller or broker may be approximate. Some information may have been provided by third parties and information  
146. may be reliable but not guaranteed. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material,  
147. at Buyer's sole cost and expense.
148. **ACCESS:** Seller agrees to allow reasonable access to the property for performance of any surveys or inspections  
149. agreed to 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. The parties agree the electronic signature of any party on any document  
161. related to this transaction constitute valid, binding signatures. All monetary sums are deemed to be United States  
162. currency for purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which  
163. may effectively increase the cash outlay at closing or reduce the proceeds from the sale.
164. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
165. must be delivered.
166. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
167. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
168. ending at 11:59 P.M. on the last day.
169. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless  
170. stated elsewhere by the parties in writing.
171. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement  
172. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or  
173. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase  
174. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is  
175. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217,  
176. Subd. 4.
177. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual  
178. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to  
179. specific performance, such action must be commenced within six (6) months after such right of action arises.

181. Property located at 702 3rd Street East St. Paul

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

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

190.  A Home Protection/Warranty Plan will be obtained and paid by  **BUYER**  **SELLER** to be issued by \_\_\_\_\_  
*(Check one.)*

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

192.  There will be no Home Protection/Warranty Plan as part of this Agreement.

193. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge, there are no hazardous substances or underground  
194. storage tanks except herein noted:

195.  
196.  
197.  
198.  
199.

200. *(Check appropriate boxes.)*

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

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

203. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

204. SELLER CERTIFIES THAT SELLER  **DOES**  **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT  
*(Check one.)*

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

207. **PRIVATE WELL**

208. SELLER CERTIFIES THAT SELLER  **DOES**  **DOES NOT** KNOW OF A WELL ON OR SERVING THE  
*(Check one.)*

209. PROPERTY. (If answer is **DOES** and well is located on the property, see *Well Disclosure Statement*.)

210. THIS PURCHASE AGREEMENT  **IS**  **IS NOT** SUBJECT TO A *SUBSURFACE SEWAGE TREATMENT SYSTEM*  
*(Check one.)*

211. *AND WELL INSPECTION CONTINGENCY ADDENDUM*. (If answer is **IS**, see attached *Addendum*.)

212. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
213. **RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM**  
214. **DISCLOSURE STATEMENT.**

216. Property located at 702 3rd Street East St. Paul

217. SELLER WARRANTS THAT CENTRALAIR-CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED  
218. AND LOCATED ON SAID PROPERTY SHALL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS  
219. NOTED IN THIS PURCHASE AGREEMENT.

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

223. BUYER  HAS  HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A  
(Check one.)

224. SELLER'S DISCLOSURE ALTERNATIVES FORM.

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

226. SELLER AGREES TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM  
227. ANY PRIOR REPRESENTATIONS REGARDING THE PROPERTY.

228. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE  
229. PROBLEMS OF WATER IN BASEMENT OR DAMAGE CAUSED BY WATER ICE OR ICE BUILDUP ON ROOF OF  
230. THE PROPERTY.

**NOTICE**

232. Brad Griffith is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

233. Edina Realty, Inc.  
(Real Estate Company Name)

234. Brad Griffith is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

235. Edina Realty, Inc.  
(Real Estate Company Name)

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

**DUAL AGENCY REPRESENTATION**

238. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

239.  Dual Agency representation **DOES NOT** apply in this transaction. Do not complete lines 240-256.

240.  Dual Agency representation **DOES** apply in this transaction. Complete the disclosure in lines 241-256.

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

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

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

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

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

254. Seller Charles D. DeLisi  
Charles D. DeLisi

Buyer J. Esh  
Dayton's Bluff NBHD Housing Svcs

255. Seller \_\_\_\_\_

Buyer \_\_\_\_\_

256. Date 9/27/2012

Date 9-27-2012



**PURCHASE AGREEMENT**

257. Page 7 Date 09/27/12

258. Property located at 702 3rd Street East St. Paul

259. OTHER: \_\_\_\_\_

260. \_\_\_\_\_

261. \_\_\_\_\_

262. **ADDENDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.**

263. **Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).**

264. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.

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.**

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

269.  **If checked, this Purchase Agreement is subject to attached Counteroffer Addendum.**

271. X Charles D. DeLisi 9/27/2012  
(Seller's Signature) (Date)

X [Signature] 9-27-12  
(Buyer's Signature) (Date)

272. X Charles D. DeLisi  
(Seller's Printed Name)

X Jim Erchul  
Dayton's Bluff NBHD Housing Svcs  
(Buyer's Printed Name)

273. X s  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

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

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

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

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

276. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

277. **FINAL ACCEPTANCE DATE:** The date on which the fully executed Purchase Agreement is delivered.

278. \_\_\_\_\_

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

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

284. **SELLER(S)** Charles D. DeLisi  
Charles D. DeLisi

**BUYER(S)** [Signature]  
Dayton's Bluff NBHD Housing Svcs

285. **SELLER(S)** \_\_\_\_\_

**BUYER(S)** \_\_\_\_\_



**ADDENDUM TO PURCHASE AGREEMENT**

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1. Date 09/27/12  
2. Page 1

3. Addendum to Purchase Agreement between parties, dated September 27th, 20 12, pertaining to the  
4. purchase and sale of the property at 702 3rd Street East  
5. St. Paul MN 55106

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. **Buyer shall pay buyer's closing costs, recording fees and deed transfer tax.**  
9.  
10.  
11.  
12.  
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30.

31. Charles D. DeLisi 9/27/2012 J. E. L. 9-27-12  
(Seller) Charles D. DeLisi (Date) (Buyer) Dayton's Bluff NBHD Housing Svcs (Date)  
32. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

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





**BUYER PURCHASING "AS IS" ADDENDUM**

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1. Date 09/27/12  
2. Page 1

3. Addendum to Purchase Agreement between parties, dated September 27th, 20 12, pertaining  
4. to the purchase and sale of the property at 702 3rd Street East  
5. St. Paul MN 55106

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 217-219 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 702 3rd Street East St. Paul

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:**

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61. Charles D. DeLisa 9/27/2012 J. E. L. 9-27-12  
(Seller) Charles D. DeLisa (Date) (Buyer) Dayton's Bluff NBHD Housing Svcs (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.**





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

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1. Date 09/27/12

2. Page 1

3. Addendum to Purchase Agreement between parties, dated 9/27, 20 10,

4. pertaining to the purchase and sale of the property at 702 3rd Street East

5. St. Paul Ramsey

**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. C.S.D. (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. C.S.D. (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. JE (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

32. JE (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.



39. Property located at 702 3rd Street East St. Paul

40. **Real Estate Licensee's Acknowledgement** (initial)

41. [Signature] (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. Charles D. Kozlowski 9/27/2012 J. Zell 9-27-12  
(Seller) (Date) (Buyer) (Date)

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

48. Bruce W. Guffeth 9/27/12 Bruce W. Guffeth 9/27/12  
(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.



**SHORT SALE  
CONTINGENCY ADDENDUM**

38. Page \_\_\_\_\_

39. Property located at 702 3rd Street East St. Paul

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

46. Charles D. DeLisi 9/27/2012  
(Seller) Charles D. DeLisi (Date)

J. E. L. 9-27-12  
(Buyer) Dayton's Bluff NBHD Housing Svcs (Date)

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

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



**SELLER'S DISCLOSURE ALTERNATIVES**

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- 1. Date 09/27/12
- 2. Page 1 of \_\_\_\_\_ pages

3. Property located at 702 3rd Street East,  
 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.**



42. Property located at 702 3rd Street East St. Paul

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 1031.235.)  
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 702 3rd Street East St. Paul

85. F. JE JE 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. Charles D. DeLisi 9/27/2012 \_\_\_\_\_  
(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. J. Edl 9-29-12 \_\_\_\_\_  
(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. None. \_\_\_\_\_  
115. \_\_\_\_\_  
116. \_\_\_\_\_

117. Charles D. DeLisi 9/27/2012 \_\_\_\_\_  
(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  
122. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture  
123. 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  
140. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property,  
141. 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.  
143. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,  
144. 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  
146. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having  
147. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your  
148. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the  
149. property.

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota  
151. Association of REALTORS® web site at [www.mnrealtor.com](http://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**

## 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](http://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

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

52. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

53. For the property located at 702 3rd Street East

54. City of St. Paul, County of Ramsey, 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 9/27, 2012, 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.

65. Charles D. DeLina 9/27/2012
(Seller's Signature) (Date)

66. (Seller's Printed Name)

67. (Seller's Signature) (Date)

68. (Seller's Printed Name)

69. Brad W. Guffeth 9/27/12
(Licensee Representing or Assisting Seller) (Date)

70. Edina Realty, Inc.
(Company Name)

J. Erchul declining 9-27-12
(Buyer's Signature) (Date)

Jim Erchul
Dayton's Bluff Neighborhood
(Buyer's Printed Name) Housing Services

(Buyer's Signature) (Date)

(Buyer's Printed Name)

Brad W. Guffeth 9/27/12
(Licensee Representing or Assisting Buyer) (Date)

Edina Realty, Inc.
(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.

