



PURCHASE AGREEMENT

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- 1. Date November 19 2022
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3. BUYER (S): Matthew Heimann

4. Emily J Heimann

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

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

7. shall be delivered to listing broker, or, if checked, to _____ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

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

9. Street Address: 587 Cook Avenue E

10. City of Saint Paul, County of Ramsey-MN

11. State of Minnesota, Zip Code 55130, legally described as Arlington Hills Add B40&45-49 Lot 18 BLK 5

12. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems, in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

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

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

PURCHASE PRICE:

15. Seller has agreed to sell the Property to Buyer for the sum of (\$ 60,500.00)

16. Sixty Thousand Five Hundred Dollars,

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

18. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

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

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

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

CLOSING DATE:

22. The date of closing shall be September 15 2023



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50. Property located at 587 Cook Avenue E Saint Paul MN 55130

MORTGAGE FINANCING:

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

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

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

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

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

56. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

57. **DEPARTMENT OF VETERANS’ AFFAIRS (“DVA”) GUARANTEED**

58. **FEDERAL HOUSING ADMINISTRATION (“FHA”) INSURED**

59. **UNITED STATES DEPARTMENT OF AGRICULTURE (“USDA”) RURAL DEVELOPMENT**

60. **OTHER** _____

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

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

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

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

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

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

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

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

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

PURCHASE AGREEMENT89. Page 3 Date November 19 202290. Property located at 587 Cook Avenue E Saint Paul MN 55130.

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

97. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
 98. canceled if the reason this Purchase Agreement does not close was due to:

99. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
 100. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
 101. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
 102. as specified in the contingency for sale and closing of Buyer's property.

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

-----*(Check one.)*-----

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

-----*(Check one.)*-----

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

114. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**

115. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

116. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
 117. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
 118. cost of making said repairs shall exceed this amount, Seller shall have the following options:

119. (a) making the necessary repairs; or
 120. (b) negotiating the cost of making said repairs with Buyer; or
 121. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
 122. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 123. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
 124. amounts related thereto above the amount specified on line 116 of this Purchase Agreement.

125. **SELLER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).

-----*(Check one.)*-----

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

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

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138. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

139. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.

140. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

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

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

144. _____ paid by Seller

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

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

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

154. **OTHER MORTGAGE FINANCING ITEMS:** _____

155. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

157. Seller **IS** **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
 -----(Check one.)-----

158. \$ _____

159. _____ percent (%) of the sale price

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

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

INSPECTIONS:

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

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

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

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

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

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

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224. Property located at 587 Cook Avenue E Saint Paul MN 55130

225. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

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

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

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

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

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

232. of the Date of this Purchase Agreement.

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

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

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

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

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

ADDITIONAL PROVISIONS:

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

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

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

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

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

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

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

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

264. _____ ; and

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

266. _____ .

PURCHASE AGREEMENT267. Page 7 Date November 19 2022268. Property located at 587 Cook Avenue E Saint Paul MN 55130.269. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)270. **IMMEDIATELY AFTER CLOSING;** or271. **OTHER:** At time of city approval of purchase agreement.272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
273. by possession date.274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
277. Agreement.278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:282. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
283. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
284. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
285. assisting Seller, upon cancellation of this Purchase Agreement; and286. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
287. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
288. title opinion at Buyer's selection and cost and provide a copy to Seller.289. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
290. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
291. the following:292. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
293. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
294. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
295. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
296. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
297. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
298. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
299. be refunded to Buyer.300. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
301. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
302. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
303. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
304. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.305. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
306. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
307. construction, alteration, or repair of any structure on, or improvement to, the Property.308. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
309. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
310. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
311. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
312. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
313. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
314. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.315. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
316. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
317. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.318. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
319. inspections agreed to here.

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

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

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

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

334. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
 335. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

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

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

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

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

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

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

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

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

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

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

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

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372. Property located at 587 Cook Avenue E Saint Paul MN 55130

373. **(Check appropriate boxes.)**

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

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

376. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

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

380. **PRIVATE WELL**

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

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

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

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

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

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

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

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

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

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

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

397. **AGENCY NOTICE**

398. Gerald S Krippner is **Seller's Agent** **Buyer's Agent** **Dual Agent** **Facilitator.**
(Licensee) ------(Check one.)-----

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

400. Lisa Proechel is **Seller's Agent** **Buyer's Agent** **Dual Agent** **Facilitator.**
(Licensee) ------(Check one.)-----

401. Keller Williams Integrity Realty
(Real Estate Company Name)

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

PURCHASE AGREEMENT

403. Page 10 Date November 19 2022

404. Property located at 587 Cook Avenue E Saint Paul MN 55130

405. **DUAL AGENCY REPRESENTATION**

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

407. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 408-424.*

408. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 409-424.*

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

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

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

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

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

422. Seller _____ Buyer _____

423. Seller _____ Buyer _____

424. Date _____ Date _____

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

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

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

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

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

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

PURCHASE AGREEMENT444. Page 11 Date November 19 2022445. Property located at 587 Cook Avenue E Saint Paul MN 55130.446. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
447. and all addenda must be fully executed by both parties and a copy must be delivered.448. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
449. this transaction constitute valid, binding signatures.450. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
451. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
452. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
453. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
454. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
455. Agreement.456. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
457. for deed.458. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
459. (1) of this Purchase Agreement.460. **OTHER:**

461.

462.

463.

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470. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.471. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.472. Addendum to Purchase Agreement473. Addendum to Purchase Agreement: Additional Signatures474. Addendum to Purchase Agreement: Assumption Financing475. Addendum to Purchase Agreement: Buyer Move-In Agreement476. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability477. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
478. ("CIC")479. Addendum to Purchase Agreement: Contract for Deed Financing480. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
481. Hazards482. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency483. Addendum to Purchase Agreement: Seller's Rent Back Agreement484. Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency485. Addendum to Purchase Agreement: Short Sale Contingency486. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency487. Other: _____

PURCHASE AGREEMENT

488. Page 12 Date November 19 2022

489. Property located at 587 Cook Avenue E Saint Paul MN 55130

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

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

492. **I have reviewed all pages of this Purchase**
493. **Agreement.**

I have reviewed all pages of this Purchase
Agreement.

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

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

500. non-resident alien individual, foreign corporation, foreign
501. partnership, foreign trust, or foreign estate for purposes of
502. income taxation. (See lines 430-443.) This representation
503. and warranty shall survive the closing of the transaction
504. and the delivery of the deed.

505. X Jerry Kruppner 11/20/22
(Seller's Signature) (Date)

X Matthew Heimann 11/19/2022
(Buyer's Signature) (Date)

506. X KSG Properties LLC
(Seller's Printed Name)

X Matthew Heimann
(Buyer's Printed Name)

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

X Emily J Heimann 11/19/2022
(Buyer's Signature) (Date)

508. X _____
(Seller's Printed Name)

X Emily j Heimann
(Buyer's Printed Name)

509. **FINAL ACCEPTANCE DATE:** 11/20/2022 The Final Acceptance Date
510. is the date on which the fully executed Purchase Agreement is delivered.

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

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

516. SELLER(S) Jerry Kruppner

BUYER(S) Matthew Heimann

517. SELLER(S) _____

BUYER(S) Emily J Heimann

WIRE FRAUD ALERT



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

THESE SOPHISTICATED CRIMINALS COULD:

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

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

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

Authentisign
Matthew Heimann

11/19/22

(Signature)

(Date)

Authentisign
Emily J Heimann

11/19/22

(Signature)

(Date)

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**ADDENDUM TO PURCHASE AGREEMENT:
BUYER PURCHASING "AS IS" AND
LIMITATION OF SELLER LIABILITY**

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- 1. Date November 19th, 2022
- 2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**
4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated November 19th 2022
7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
8. 587 Cook Avenue E Saint Paul MN 55130

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. Jerry Kruppner 11/20/22
(Seller) (Date)

Matthew Heimann 11/19/2022
(Buyer) (Date)

26. _____
(Seller) (Date)

Emily J Heimann 11/19/2022
(Buyer) (Date)

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



DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2. ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) on
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and

10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System (“Arbitration System”) administered by National Center for Dispute Settlement (“NCDS”) and endorsed
12. by the Minnesota Association of REALTORS® (“MNAR”). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your Purchase Agreement will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

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

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

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator’s award is very limited compared to the right to appeal a court decision.

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

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

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

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

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

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 587 Cook Avenue E

55. City of Saint Paul, County of Ramsey-MN

56. State of Minnesota, Zip Code 55130

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated November 19th 2022, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. Jerry Kruppner 11/20/22
(Seller's Signature) (Date)

Matthew Heimann 11/19/2022
(Buyer's Signature) (Date)

69. KSG Properties LLC
(Seller's Printed Name)

Matthew Heimann
(Buyer's Printed Name)

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

Emily J Heimann 11/19/2022
(Buyer's Signature) (Date)

71. _____
(Seller's Printed Name)

Emily j Heimann
(Buyer's Printed Name)

72. Jerry Kruppner 11/20/22
(Licensee Representing or Assisting Seller) (Date)

Lisa J Proechel 11/19/2022
(Licensee Representing or Assisting Buyer) (Date)

73. Bridge Realty, LLC
(Company Name)

Keller Williams Integrity Realty
(Company Name)

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

Addendum to Purchase Agreement 587 Cook Ave, St Paul, Ramsey County, MN - PAGE 1 of 3

Addendum to Purchase Agreement dated November 19, 2022 ("Agreement"), between KSG Properties, LLC, Seller, and Matthew Heimann and Emily J. Heimann, a married couple, collectively known as Buyer, for the property located at 587 Cook Ave, St Paul, Ramsey County, Minnesota ("the Property").

1. Seller shall convey marketable title by warranty deed to the Buyer on the Closing Date, subject only to the exceptions set forth in the Agreement, and any liens, encumbrances or defects allowed or permitted by the Buyer.
2. The Closing Date shall be ten days after the Buyer receives a certificate of occupancy for the Property, but no later than Sept 15, 2023.
3. Buyer shall be entitled to the exclusive use, occupancy and control of the Property according to the terms of a lease between Seller and Buyer.
4. Until the Closing Date, the Buyer shall lease the Property from the Seller.

The terms of the lease will provide that:

- a. The Buyer will have the exclusive use, occupancy and control of the Property in order to do the Rehab Project (defined in Section 7 below).
- b. The lease shall commence on the 1st day of the month following city approval of the Purchase Agreement.
- c. Rent shall be \$500.00 per month payable on or before the 1st day of each month during the term of the lease. Unless the Buyer defaults under the Agreement of the lease, the rent paid will be credited toward the purchase at Closing.
- d. The term of the lease shall be until Buyer receives a certificate of occupancy for the Property, but no later than Sept 15, 2023.
- e. During the term of the lease, the Buyer shall maintain the Property, and will pay all utilities due from the date of city approval of Purchase Agreement forward and taxes due and payable in 2023.
- f. During the term of the lease, Buyer shall keep the property fully insured, including liability and casualty insurance, naming Seller as an insured.
- g. Buyer may not assign the Agreement or the lease, or sublease the Property without the consent of the Seller.
- h. Seller will pay all utilities and assessments assessed and/or levied until City approval of Purchase Agreement. Seller will be responsible for 2022 taxes in full. Seller will be responsible for vacant building fees due through Sept 20, 2023 renewal date.
- i. A default by the Buyer under the lease shall be a default of the Agreement.

Addendum to Purchase Agreement 587 Cook Ave, St Paul, Ramsey County, MN - PAGE 2 of 3

5. Buyer and Seller will consider personal property from the Property abandoned at acceptance of this agreement unless otherwise agreed to in writing. Buyer may dispose of personal property at Buyer's discretion.

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

7. Buyer will use the Buyer's best efforts to: no later than Sept 15, 2023 meet the conditions of the City of St Paul Code Compliance Report dated July 30, 2021; perform the repairs and rehabilitation to the Property; and obtain a certificate of occupancy (collectively the "Rehab Project").

8. Buyer will contract with Element Design Build, a licensed Minnesota residential contractor, as the contractor for the Rehab Project.

9. Seller shall cooperate as necessary with Buyer to complete the Rehab Project. This includes seller pulling building permits, as requested and paid by Buyer, to complete required work on the Rehab Project.

10. Buyer agrees to keep the property free and clear of any liens or encumbrances, including mechanic's liens. The buyer agrees to indemnify and hold harmless Seller against all claims or liens of labor and materials or services made against the Property by the Buyer, including attorneys' fees.

11. Buyer will post a performance bond with the City. When refunded, the performance bond shall be paid to the Buyer. Buyer has the requisite power and authority to enter into and perform this Purchase Agreement and has the financial capacity to purchase the Property and perform the Rehab Project.

12. Buyer will obtain an updated Code Compliance Report if required by the City.

13. Buyer will work with City to ensure property is zoned for multifamily use.

14. The risk of loss is on the Buyer. Lines 322-327 of the Purchase Agreement are deleted.

15. Seller has the requisite power and authority to enter into and perform this Purchase Agreement.

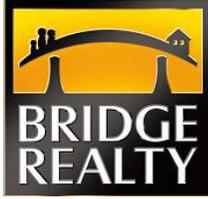
Addendum to Purchase Agreement 587 Cook Ave, St Paul, Ramsey County, MN - PAGE 3 of 3

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

Seller ^{Authentisign} Jerry Krippner 11/20/22

Buyer ^{Authentisign} Matthew Heimann 11/19/22

Buyer ^{Authentisign} Emily J Heimann 11/19/22



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

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- 1. Date November 18th, 2022
- 2. Page 1

- 3. Addendum to Purchase Agreement between parties, dated _____
- 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
- 5. 587 Cook Avenue E Saint Paul MN 55130

6. Lead Warning Statement

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

15. Seller's Disclosure (Check one.)

- 16. Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
- 17. in the housing.
- 18. Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
- 19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
- 20. hazards in the housing. *(Please explain and list documents below.):*
- 21.
- 22.
- 23.

24. Buyer's Acknowledgment

- 25. Buyer has received copies of all information listed above, if any.
- 26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
- 27. Buyer has: *(Check one.)*
- 28. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
- 29. lead-based paint hazards; or
- 30. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
- 31. the presence of lead-based paint and/or lead-based paint hazards.
- 32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
- 33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
- 34. shall be completed within **TEN (10)** _____ Calendar Days after Final Acceptance of the Purchase
- 35. Agreement.
----- (Check one.) -----

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

36. Page 2

37. Property located at 587 Cook Avenue E Saint Paul MN 55130

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. Real Estate Licensee's Acknowledgment

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

55. Certification of Accuracy

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

58.  11/18/2022
(Seller) (Date)

 11/19/22
(Buyer) (Date)

59. _____
(Seller) (Date)

 11/19/22
(Buyer) (Date)

60.  11/20/22
(Real Estate Licensee) (Date)

 11/19/22
(Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)



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

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- 1. Date November 18, 2022
- 2. Page 1 of _____ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at 587 Cook Avenue E,

6. City of Saint Paul, County of Ramsey-MN,

7. State of Minnesota, Zip Code 55130 ("Property").

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
 9. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**
 10. **prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the**
 11. **following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
 12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
 13. warranties the party(ies) may wish to obtain.

14. **(Select one option only.)**

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

21. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
 22. **that is included in a written report, or material facts known by Seller that are not included in the**
 23. **report.**

24. The inspection report was prepared by _____
 25. _____, and dated _____.

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

28.

29.

30.

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

33.

34.

35.

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

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
 39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
 40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any
 41. intended use of the Property, other than those disclosure requirements created by any other law.
 42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
 43. adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the
 44. Property that occur, other than those disclosure requirements created by any other law.

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

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

47. Page 2

48. Property located at 587 Cook Avenue E Saint Paul MN 55130

49. **OTHER REQUIRED DISCLOSURES:**

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

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

56. Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
------(Check one.)-----
57. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
58. *Subsurface Sewage Treatment System*.)

59. There is a subsurface sewage treatment system on or serving the above-described real Property.
60. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)

61. There is an abandoned subsurface sewage treatment system on the above-described real Property.
62. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
64. (Check appropriate box(es).)

65. Seller does not know of any wells on the above-described real Property.

66. There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well*.)

67. This Property is in a Special Well Construction Area.

68. There are wells serving the above-described Property that are not located on the Property.

69. Comments:

70.

71.

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

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

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

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

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

MN:DS:SDA-2 (8/21)

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

88. Page 3

89. Property located at 587 Cook Avenue E Saint Paul MN 55130

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

94. (See Disclosure Statement: Methamphetamine Production.)

95. **E. RADON DISCLOSURE:**

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

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

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

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

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

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

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

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

119.

120.

121.

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

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

125.

126.

127.

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

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

132. Page 4

133. Property located at 587 Cook Avenue E Saint Paul MN 55130.

134. **G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

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

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

141. Examples of exterior moisture sources may be

- 142. • improper flashing around windows and doors,
- 143. • improper grading,
- 144. • flooding,
- 145. • roof leaks.

146. Examples of interior moisture sources may be

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

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

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

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

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

MN:DS:SDA-4 (8/21)

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

172. Page 5

173. Property located at 587 Cook Avenue E Saint Paul MN 55130

174. **J. SELLER'S STATEMENT:**

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

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

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

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

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

194.  Jerry Kruppner 11/18/2022
(Seller) (Date) (Seller) (Date)

195. **K. BUYER'S ACKNOWLEDGEMENT:**

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

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

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

203.  Matthew Heimann 11/19/22  Emily J Heimann 11/19/22
(Buyer) (Date) (Buyer) (Date)

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

MN:DS:SDA-5 (8/21)



Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.

Radon Warning Statement

“The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radontest performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

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

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. This means keep all windows and doors closed, except for normal entry and exit.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- 4 inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Here are the two most common.

Continuous Radon Monitor (CRM)

This test is completed by a certified radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

All radon tests should be conducted by a licensed professional. This ensures the test was conducted properly, in the correct location(s), which includes testing the lowest liveable level in each unique foundation type and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional. A list of these licensed radon mitigation professionals can be found on MDH's Radon website.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,200 to \$2,500.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Information on the Web:

www.health.state.mn.us/radon

Last Updated 3/2021

MDH Indoor Air Unit

PO Box 64975

St Paul, MN 55164-0975

651-201-4601

800-798-9050

health.indoorair@state.mn.us



DISCLOSURE STATEMENT:
COMPENSATION DISCLOSURE
TO BUYER/TENANT

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1. Date November 14th, 2022

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at
3. 587 Cook Avenue E Saint Paul MN 55130
4. Arlington Hills Add B40&45-49 Lot 18 BLK 5
5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,
6. is: (Check all that apply.)

7. From Seller/Owner or their Broker [X] 2.7 = \$1633.5 % of sale price.

8. [] \$ _____ .

9. [] _____ .

10. From Buyer/Tenant [] _____ % of sale price.

11. [X] \$ 425.00 _____ .

12. [X] \$366.5 toward \$2000 minimum commission _____ .

13. I/We hereby acknowledge that I/we have received a copy of this Compensation Disclosure prior to signing a lease or
14. an offer to purchase the property.

15. Keller Williams Integrity Realty
(Real Estate Company Name) (Date)

Authentisign Matthew Heimann 11/19/2022
(Buyer/Tenant) (Date)

16. BY: Lisa J Proechel 11/19/2022
(Licensee Representing or Assisting Buyer/Tenant) (Date)

(Address)

17. (Address)

(City/State/Zip)

18. (City/State/Zip)

mheimann88@gmail.com
(E-mail Address)

19. (E-mail Address)

Authentisign Emily J Heimann 11/19/2022
(Buyer/Tenant) (Date)

20. (Address)

(Address)

21. (City/State/Zip)

(City/State/Zip)

22. (E-mail Address)

emilyjmeese@gmail.com
(E-mail Address)