

3/7/23, 9:44 AM

Account Transactions-21ST CENTURY BANK

*Zada Kidane*  
*Buyer: Clear Management*

Account: Quality Home Care Ck Current Time: 03/07/23 11:43:35 AM

Current Balance: 298,501.87 ✓  
Available Balance: 298,501.87

Date	Ref/Check No	Description	Debit	Credit	Balance
03/03/2023		TAXES PAYCHEX TPS 1161124166 03/03/23	(8,132.86)		298,501.87
03/03/2023		INVOICE PAYCHEX EIB 1161124166 03/03/23	(84.52)		306,634.73
03/02/2023		PAYROLL PAYCHEX - RCX 1161124166 03/02/23			



### PURCHASE AGREEMENT

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1. Date March 7 2023  
2. Page 1

3. BUYER (S): LEAR MANAGEMENT, LLC

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

5. Buyer's earnest money in the amount of \_\_\_\_\_ Dollars (\$ 5,000 )

6. \_\_\_\_\_  
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. \_\_\_\_\_  
9. \_\_\_\_\_  
10. \_\_\_\_\_

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

12. Street Address: 1508 Como Avenue

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

14. State of Minnesota, Zip Code 55108, legally described as LAKE PARK ADDITION THIRD DIV N 120 FT OF LOT 10 BL

15. K 1

16. 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:

33. \_\_\_\_\_

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

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

36. \_\_\_\_\_

### PURCHASE PRICE:

37. \_\_\_\_\_  
38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 255,000 )

39. TWO HUNDRED FIFTY FIVE THOUSAND Dollars,

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

41. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

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

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

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

45. \_\_\_\_\_

46. \_\_\_\_\_

47. \_\_\_\_\_

48. The date of closing shall be 7-7-23 12-31-2023 CB

*as/before*

### CLOSING DATE:



**PURCHASE AGREEMENT**49. Page 2 Date March 7 202350. Property located at 1508 Como Avenue Saint Paul MN 5510851. **MORTGAGE FINANCING:**52. This Purchase Agreement  IS  IS NOT subject to the mortgage financing provisions below. If IS, complete the  
-----*(Check one.)*-----53. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**  
54. **COSTS** section.55. Such mortgage financing shall be: *(Check one.)*56.  **FIRST MORTGAGE only**  **FIRST MORTGAGE AND SUBORDINATE FINANCING.**57. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*58.  **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**59.  **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**60.  **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**61.  **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**62.  **OTHER** \_\_\_\_\_63. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than  
64. \_\_\_\_\_ years, with an initial interest rate at no more than \_\_\_\_\_ percent (%) per annum. The mortgage  
65. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to  
66. use best efforts to secure a commitment for such financing and to execute all documents required to consummate  
67. said financing.68. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies  
69. to the first mortgage and any subordinate financing. *(Check one.)*70.  If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not  
71. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
72. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be73.  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**-----*(Check one.)*-----74. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.  
75. See the following DVA and FHA Escape Clauses.76.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
77. or before \_\_\_\_\_78. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage  
79. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this  
80. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an  
81. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close  
82. the loan.83. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for  
84. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,  
85. are deemed accepted by Buyer:

86. (a) work orders agreed to be completed by Seller;

87. (b) any other financing terms agreed to be completed by Seller here; and

88. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT**

89. Page 3 Date March 7 2023

90. Property located at 1508 Como Avenue Saint Paul MN 55108

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."

**PURCHASE AGREEMENT**

136. Page 4 Date March 7 2023

137. Property located at 1508 Como Avenue Saint Paul MN 55108

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

141. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan 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, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the Department of Veterans' Affairs."

152. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and 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, owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained by Seller.

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

167. \_\_\_\_\_

**INSPECTIONS:**

168. Buyer has been made aware of the availability of Property inspections. Buyer  **ELECTS**  **DECLINES** to have a 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 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 as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

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 intrusive testing at Buyer's sole expense.

**PURCHASE AGREEMENT**

180. Page 5 Date March 7 2023

181. Property located at 1508 Como Avenue Saint Paul MN 55108

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

183. Within      Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,  
184. shall be done ("Inspection Period").

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

192. **OTHER INSPECTION ITEMS:**

193. \_\_\_\_\_  
194. \_\_\_\_\_  
195. \_\_\_\_\_

**SALE OF BUYER'S PROPERTY:**

196. (Check one.)

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

200. OR

201.  2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
202. \_\_\_\_\_, which is scheduled to close on  
203. \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
204. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
205. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
206. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
207. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
208. Agreement, if applicable.

209. OR

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

**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

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

215. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_ /12ths OF real estate taxes  
216. due and payable in the year of closing. (Check one.)

217. Seller shall pay  **PRORATED TO DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_ /12ths OF real estate taxes due and  
218. payable in the year of closing. (Check one.)

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

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

**PURCHASE AGREEMENT**

223. Page 6 Date March 7 2023

224. Property located at 1508 Como Avenue Saint Paul MN 55108

**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.

**249. 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 AGREEMENT**267. Page 7 Date March 7 2023268. Property located at 1508 Como Avenue Saint Paul MN 55108.269. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*270.  **IMMEDIATELY AFTER CLOSING;** or271.  **OTHER:** \_\_\_\_\_.272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
273. by possession date.274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service  
275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")  
276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase  
277. Agreement.278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and  
279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of  
280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date: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.



**PURCHASE AGREEMENT**320. Page 8 Date March 7 2023

321. Property located at 1508 Como Avenue Saint Paul MN 55108.
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](http://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.**

**PURCHASE AGREEMENT**

371. Page 9 Date March 7 2023

372. Property located at 1508 Como Avenue Saint Paul MN 55108

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*

379. *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**

387. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**

388. **TREATMENT SYSTEM.**

389. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/

390. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,

391. 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

396. to purchase a Home Protection/Warranty Plan.

397. **AGENCY NOTICE**

398. Thomas I Edelstein is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

399. Coldwell Banker Realty  
(Real Estate Company Name)

400. Scott S Lanahan is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

401. Coldwell Banker Realty  
(Real Estate Company Name)

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

**PURCHASE AGREEMENT**

403. Page 10 Date March 7 2023

404. Property located at 1508 Como Avenue Saint Paul MN 55108

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 Kristin Boylan 03/08/23

Buyer \_\_\_\_\_

424. Date 3-8-23

Date 03/08/23

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 AGREEMENT**

444. Page 11 Date March 7 2023

445. Property located at 1508 Como Avenue Saint Paul MN 55108

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. ~~\* SELLER MUST RESPOND TO OFFER BY 9PM, 23-7-23~~

462.

463. \* This contract is contingent on Buyer getting Rehab  
464. plan approval from City of St. Paul, by 4-30-2023.  
465. If Buyer does not get approval by 4-30-2023,  
466. Seller can cancel contract at their discretion.

467.

468.

469.

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 Agreement
- 473.  Addendum to Purchase Agreement: Additional Signatures
- 474.  Addendum to Purchase Agreement: Assumption Financing
- 475.  Addendum to Purchase Agreement: Buyer Move-In Agreement
- 476.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 477.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
- 478. ("CIC")
- 479.  Addendum to Purchase Agreement: Contract for Deed Financing
- 480.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
- 481. Hazards
- 482.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 483.  Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 484.  Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 485.  Addendum to Purchase Agreement: Short Sale Contingency
- 486.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 487.  Other: SEE ATTACHED ADDENDUM

Authentisign  
ZK [Signature] KB

Authentisign  
ZK [Signature] KB

# PURCHASE AGREEMENT

488. Page 12 Date March 7 2023

489. Property located at 1508 Como Avenue Saint Paul MN 55108

490. I agree to sell the Property for the price and on the 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 Agreement.

I have reviewed all pages of this Purchase Agreement.

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

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

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

505. X  3-8-23  
(Seller's Signature) (Date)

X  03/08/23  
(Buyer's Signature) (Date)

506. X Christopher Boylan  
(Seller's Printed Name)

X Zada Kidane  
(Buyer's Printed Name)

507. X  03/08/23  
(Seller's Signature) (Date)

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

508. X Kristin Boylan  
(Seller's Printed Name)

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

509. **FINAL ACCEPTANCE DATE:** 03/08/23 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 STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**  
514. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

516. SELLER(S) 

BUYER(S) X 

517. SELLER(S) Kristin Boylan 03/08/23

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





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

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2021 Minnesota Association of REALTORS®, Minnetonka, MN

- 1. Date \_\_\_\_\_
- 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 1508 Como Avenue

6. City of Saint Paul, County of Ramsey

7. State of Minnesota, Zip Code 55108 ("Property").

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or 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 discloses material information relating to the real Property that has been prepared by a qualified third party. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.

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

24. The inspection report was prepared by \_\_\_\_\_, and dated \_\_\_\_\_.

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

33. \_\_\_\_\_

34. \_\_\_\_\_

35. \_\_\_\_\_

36. 2)  **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. 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 MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the Property, other than those disclosure requirements created by any other law. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the 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 abridge any obligation for Seller disclosure created by any other law.**



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

47. Page 2

48. Property located at 1508 Como Avenue Saint Paul MN 55108

**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  
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 1031.235.)  
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,  
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.**



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

88. Page 3

89. Property located at 1508 Como Avenue Saint Paul MN 55108

**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](http://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 1508 Como Avenue Saint Paul MN 55108

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](http://www.corr.state.mn.us).

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

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

172. Page 5

173. Property located at 1508 Como Avenue Saint Paul MN 55108

**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.  03/06/23  03/06/23  
(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.  3-7-23 \_\_\_\_\_  
(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.**





# 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 radon test 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"

**ADDENDUM TO PURCHASE AGREEMENT**

Addendum to Purchase Agreement dated 3-7-23 ("Agreement"),  
Between Christopher and Kristin Boylan, Seller, and CLEAR MANAGEMENT LLC, Buyer, for the  
property located at 1508 Como Ave, St. Paul, Ramsey County, MN, 55118 (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 7-7-23 12-31-2023
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 3-7-23 upon city approval of Rehab plan.
  - c. Rent shall be \$2,500.00 per month payable in advance on the 1<sup>st</sup> day of each month during the term of the lease. Unless the Buyer defaults under the Agreement or the lease, the rent paid will be credited toward the purchase at Closing.
  - d. The term of the lease shall be until Buyer receives a certificate of occupancy for the Property, but no later than 7-7-23 12-31-2023
  - e. During the term of the lease, the Buyer shall maintain the Property, will pay all utilities, taxes, assessments, vacant building fees on the Property, and not permit any liens to be placed against the Property.
  - f. During the term of the lease, Buyer shall keep the property fully insured, including liability and casualty insurance, naming Seller as an Insured.
  - g. Buyer may not assign the Agreement or the lease, or sublease the Property without the consent of the Seller.
  - h. Taxes and assessments will be prorated to the date of the lease.
  - i. A default by the Buyer under the lease shall be a default of the Agreement.
5. Seller may remove personal property from the Property until 3-15.  
After which any personal property remaining at the Property will be deemed abandoned by the Seller, and Buyer may dispose of such property.
6. Buyer and Seller acknowledge that the Property is currently listed by the

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

7. Buyer will use the Buyer's best efforts to: no later than 7-7-23 <sup>12-31-2023</sup> meet the conditions of the City of St. Paul letter from the Legislative Hearing Coordinator dated July 9th, 2021 (copy attached); perform the repairs and rehabilitation to the Property; comply with all orders of the City in Case RLH RR 19-15; obtain all required permits and approvals, including the Heritage Preservation Commission; and obtain a certificate of occupancy (collectively the "Rehab Project").
8. Buyer will contract with HC CONSTRUCTION, a licensed Minnesota residential contractor as the contractor for the Rehab Project. Prior to any labor or materials being supplied to the Property, Buyer will obtain from HC CONSTRUCTION a written waiver of mechanics lien rights and a written indemnification and hold harmless agreement from any liens on the Property as a result of work related to the Rehab Project.
9. Project. Seller shall cooperate as necessary with Buyer to complete the Rehab
10. Seller has posted a performance bond with the City. When refunded, the performance bond shall be paid to Seller. If not refunded to Seller, the amount of \$5,000.00 shall be added to the purchase price and paid by Buyer at Closing.
11. Seller has the requisite power and authority to enter into and perform this Purchase Agreement. Buyer has the requisite power and authority to enter into and perform this Purchase Agreement and has the financial capacity to purchase the Property and perform the Rehab Project.
12. Buyer has had an opportunity to inspect the Property. Seller and Buyer agree that Seller is selling and Buyer is buying the Property in its present "as is" condition, including environmental condition. Buyer waives the right to any further inspections after the date of this Agreement.
13. The risk of loss is on the Buyer. Lines 319 to 324 of the Agreement are deleted.
14. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall control.

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 ZK

Seller: [Signature] Authentisign  
Kristin Boylan 03/08/23

Buyer: [Signature]  
 Clear Management LLC (owner)



**COLDWELL BANKER**  
**REALTY**

**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](http://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 1508 Como Avenue

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

56. State of Minnesota, Zip Code 55108

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 March 8th 2023, 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. [Signature] 3-8-23 Zada Kidane 03/08/23  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

69. Christopher Boylan Zada Kidane  
(Seller's Printed Name) (Buyer's Printed Name)

70. [Signature] 03/08/23 [Signature] [Signature]  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

71. Kristin Boylan [Signature]  
(Seller's Printed Name) (Buyer's Printed Name)

72. [Signature] 03/08/23 [Signature] 03/08/23  
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. Coldwell Banker Realty Coldwell Banker Realty  
(Company Name) (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.**





**COLDWELL BANKER  
REALTY**

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

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1. Date 3-7-23  
2. Page 1

3. Addendum to Purchase Agreement between parties, dated 3-7-23  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. 1508 Como Avenue Saint Paul MN 55108

**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 1508 Como Avenue Saint Paul MN 55108

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.	<i>Christopher Boylan</i>	03/06/23	<i>[Signature]</i>	3-7-23
	(Seller)	(Date)	(Buyer)	(Date)
59.	<i>Kristin Boylan</i>	03/06/23		
	(Seller)	(Date)	(Buyer)	(Date)
60.	<i>Joseph M Uebel</i>	03/06/23	<i>[Signature]</i>	3-7-23
	(Real Estate Licensee)	(Date)	(Real Estate Licensee)	(Date)

TLX:SALE-2 (8/20)



Department of Safety & Inspection

Ricardo X. Cervantes, Director



CITY OF SAINT PAUL

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

Telephone: 651-266-8989  
Facsimile: 651-266-9124  
www.stpaul.gov/dsi

## Code Compliance Report

July 09, 2021

\* \* This Report must be Posted  
on the Job Site \* \*

CHRIS BOYLAN  
1842 JULIET AVE  
ST PAUL MN 55105

Re: 1508 Como Ave  
File#: 03 333272 VB2

Dear Property Owner:

The following is the Code Compliance report you requested on May 06, 2021.

Please be advised that this report is accurate and correct as of the date July 09, 2021. All deficiencies identified by the City after this date must also be corrected and all codes and ordinances must be complied with. This report is valid for 365 days from July 09, 2021. This report may be used in lieu of a Truth in Housing Report required in St Paul Legislative Code 189. This building must be properly secured and the property maintained at all times.

In order to sell or reoccupy this property the following deficiencies must be corrected. A Legislative Code exemption (Chapter 33.03(f)) allows a Category 2 Vacant Building to be sold "as is" providing the buyer, prior to closing, completes an approval process. For further information, call Reid Soley at 651-266-9120.

### **ZONING**

1. This property is in a(n) RT1 zoning district.
2. The property was inspected as a Duplex.

**BUILDING Inspector: Nathan Bruhn**

**Phone: 651-266-9033**

1. Tuck Point interior/exterior of foundation as necessary. SPLC 34.09 (1)
2. Provide functional hardware at all doors and windows. SPLC 34.09 (3f)
3. Exit doors shall be capable of being opened from the inside, easily and without the use of a key. Remove all surface bolts. SPLC 34.09 (3h)
4. Repair or replace damaged doors and frames as necessary, including storm doors. SPLC 34.09 (3f)

Re: 1508 Como Ave  
July 09, 2021  
Page 2

5. Weather seal exterior doors, threshold and weather-stripping. SPLC 34.09 (3f)
6. Install floor covering in bathroom and kitchen that is impervious to water. SPLC 34.10 (4)
7. Repair walls, ceiling and floors throughout, as necessary. SPLC 34.34 (6)
8. Prepare and paint interior and exterior as necessary. Observe necessary abatement procedures (EPA, MPCA and St. Paul Legislative Code, Chapter 34 for additional information) if lead base paint is present. SPLC 34.33 (1)
9. Any framing members that required repair or do not meet code (where wall and ceiling covering is removed, members that are over-spanned, over-spaced, not being carried properly, door and window openings that are not adequately supported, etc.) are to be reconstructed in an approved manner. SPLC 34.34 (1)
10. Provide fire block construction as necessary and seal chases in basement ceiling. MNRC Ch 1309 Sect. 602.8
11. Where wall and ceiling covering is removed install full thickness or code-specified insulation. MN Energy Code Ch. 1322.1101 (except. 4)
12. Dry out basement and eliminate source of moisture. SPLC 34.10 (10)
13. Air-seal and insulate attic/access door. MN Energy Code Ch 1322.1102.4
14. Install Smoke Detectors/Carbon Monoxide Detectors per MN Conservation Code and the MN Dept. of Labor and Industry: Install per code where feasible. MNRC Ch 1309 Sect 313.2.1
15. Install water-proof enclosure in shower area. MNRC Ch 1309 Sect. 307
16. Provide weather sealed, air sealed and vermin sealed exterior. SPLC 34.32 (2)
17. Replace or repair rear landing/ deck and stairway per code. SPLC 34.09 (2)
18. Repair siding, soffit, fascia, trim, etc. as necessary. SPLC 34.09 (1)
19. Verify gutters are in working condition and install rain leaders to direct drainage away from foundation. SPLC 34.33 (1d)
20. Replace house and garage roof covering and vents to code. SPLC 34.09 (1)
21. Install flashing in an approved manner at the intersection of the roof with walls, chimneys, and other conjoined surfaces. SPLC 34.09 (1)
22. Provide general rehabilitation of garage. SPLC 34.32 (3)
23. Remove mold, mildew and moldy or water damaged materials. SPLC 34.10 (1)
24. Remove trees which are against foundation of home and garage. SPLC 34.09 (1b)
25. Openings in stair risers must be less than 4 inches. MNRC Ch. 1309 Sect. 311/312
26. Grade must drain away from foundation of dwelling. Maintain 6 inch clearance between wood and soil. MNRC Ch 1309-Sect. 404.1.6
27. Remove and replace all rotted framing members throughout the property.
28. Remove ceiling covering in garage.
29. Repair holes in roof.
30. Insure a 1 hour fire separation is maintained from the basement through the roof line.
31. Permanently secure top and bottom of support posts in an approved manner. MNRC Ch 1309 Sect. 407.3

Re: 1508 Como Ave  
July 09, 2021  
Page 3

32. Install 20 minute fire rated doors, with self closing device, between common areas and individual units. All penetrations required to have property intumescent device or caulk (per current building codes). MNRC Ch 1309 Sect. 317
33. Maintain one hour fire separation between dwelling units and between units and common areas. MNRC Ch 1309 Sect. 317
34. Install handrails (34 inches - 38 inches above each nosing) and guardrails (36 inch minimum) at all stairways, and return hand rail ends into a newel post or wall per attachment. MNRC Ch 1309 Sect. 311 & 312
35. Repair or Replace any deteriorated window sash, broken glass, sash holders, re-putty, etc as necessary. SPLC 34.09 (3)
36. Provide complete storms and screens, in good repair for all door and window openings. SPLC 34.09 (3e)
37. A building permit is required to correct the above deficiencies. All work is to be done in a workmanship like manner. SPLC 33.03 (a)

**ELECTRICAL Inspector: Dave Blank**

**Phone: 651-266-9035**

---

1. No power at time of inspection. Test all electrical outlets and ensure all luminaires (light fixtures) are working properly when power is restored.
2. Repair or replace all broken, painted over, corroded, missing or loose receptacles, luminaires (light fixtures), switches, covers and plates to current code. Article 406.4(D) & Article 410, NEC
3. Check all receptacles for proper polarity (including 2-prong) and verify ground on 3-prong receptacles. Ensure all GFCI receptacles are functioning properly. Rewire and/or replace receptacles that are improperly wired or not functioning properly. Article 406.4(D), NEC
4. Replace electrical service panel due to excessive corrosion. Article 110.12 (B), NEC
5. Replace conduit/fittings due to excessive corrosion. Article 110.12 (B), NEC
6. Open walls and ceilings in multiple locations. Wire to the current NEC.
7. All electrical work must be done by a Minnesota-licensed electrical contractor under an electrical permit.

**PLUMBING Inspector: Jim Kaufer**

**Phone: 651-266-9054**

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1. Gas Piping -(MFGC 411) Install an approved shut off; connector and gas piping for the range.
2. Gas Piping -(MFGC 411) Install an approved shut off; connector and gas piping for the dryer.
3. Laundry Tub -(MPC .0100 & 901) Install a proper fixture vent to code.
4. Laundry Tub -(MPC 701) Install the waste piping to code.
5. Laundry Tub -(MPC .0100 P & Q & 419.2) Install the water piping to code.
6. Laundry Tub -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
7. Laundry Tub -(MPC 301.1) Repair/replace the faucet that is missing, broken or

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- has parts missing.
8. Laundry Tub -(MPC .0100 B) Provide the proper potable water protection for the faucet spout.
  9. Lavatory -(MPC .0100 E & 901) Install a proper fixture vent to code.
  10. Lavatory -(MPC 701) Install the waste piping to code.
  11. Lavatory -(MPC .0100 P & Q & 419.2) Install the water piping to code.
  12. Lavatory -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
  13. Lavatory -(MPC 0200 P) Repair/replace the faucet that is missing, broken or has parts missing.
  14. Sink -(MPC .0100 E & 901) Install a proper fixture vent to code.
  15. Sink -(MPC 701) Install the waste piping to code.
  16. Sink -(MPC .0100 P & Q & 419.2) Install the water piping to code.
  17. Sink -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
  18. Sink -(MPC 301.1) Repair/replace the faucet that is missing, broken or has parts missing.
  19. Toilet Facilities -(MPC .0100 E & 901) Install a proper fixture vent to code.
  20. Toilet Facilities -(MPC 701) Install the waste piping to code.
  21. Toilet Facilities -(MPC .0100 P & Q & 419.2) Install the water piping to code.
  22. Toilet Facilities -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
  23. Toilet Facilities -(MPC 301.1) Repair/replace the faucet that is missing, broken or has parts missing.
  24. Tub and Shower -(MPC .0100 E & 901) Install a proper fixture vent to code.
  25. Tub and Shower -(MPC 701) Install the waste piping to code.
  26. Tub and Shower -(MPC .0100 P & Q & 419.2) Install the water piping to code.
  27. Tub and Shower -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
  28. Tub and Shower -(MPC 301.1) Repair/replace the faucet that is missing, broken or has parts missing.
  29. Tub and Shower -(MPC 408.3) Install scald and thermal shock protection, ASSE Standard 1016.
  30. Water Heater -(MFGC 503) Install the water heater gas venting to code.
  31. Water Heater -(MFGC 501.12) The water heater venting requires a chimney liner.
  32. Water Heater -(MPC 501) Install the water piping for the water heater to code.
  33. Water Heater -(MPC 701) Provide adequate combustion air for the gas burning appliance.
  34. Water Heater -(MPC .0100 Q) The water heater must be fired and in service.
  35. Basement -Gas Piping -(MFGC 411) Install an approved shut off; connector and gas piping for the dryer.
  36. Basement -Laundry Tub -(MPC .0100 & 901) Install a proper fixture vent to code.

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37. Basement -Laundry Tub -(MPC 701) Install the waste piping to code.
38. Basement -Laundry Tub -(MPC .0100 P & Q & 419.2) Install the water piping to code.
39. Basement -Laundry Tub -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
40. Basement -Laundry Tub -(MPC 301.1) Repair/replace the faucet that is missing, broken or has parts missing.
41. Basement -Laundry Tub -(MPC .0100 B) Provide the proper potable water protection for the faucet spout.
42. Basement -Sink -(MPC .0100 E & 901) Install a proper fixture vent to code.
43. Basement -Sink -(MPC 701) Install the waste piping to code.
44. Basement -Sink -(MPC .0100 P & Q & 419.2) Install the water piping to code.
45. Basement -Sink -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
46. Basement -Sink -(MPC 301.1) Repair/replace the faucet that is missing, broken or has parts missing.
47. Basement -Water Heater -(MFGC 503) Install the water heater gas venting to code.
48. Basement -Water Heater -(MFGC 501.12) The water heater venting requires a chimney liner.
49. Basement -Water Heater -(MPC 501)Install the water piping for the water heater to code.
50. Basement -Water Heater -(MPC .0100 Q)The water heater must be fired and in service.
51. Basement -Water Heater -(MMC 701) Provide adequate combustion air for the gas burning appliance.
52. Basement -Water Meter -(MPC 609.11) Support the water meter to code.
53. Basement -Water Meter -(MPC 609.11 & SPRWS Sec.88.14) The water meter must be installed and in service.
54. Basement -Water Meter -(SPRWS Sec.88.10) Repair the water meter.
55. Basement -Water Meter -(MPC 606.2) The service valves must be functional and installed to code.
56. Basement -Water Meter -(MPC 609.11 & SPRW Sec. 904.04 (a))Raise the water meter to a minimum of 12 inches above the floor.
57. First Floor -Gas Piping -(MFGC 411) Install an approved shut off; connector and gas piping for the range.
58. Second Floor -Lavatory -(MPC .0100 E & 901) Install a proper fixture vent to code.
59. Second Floor -Lavatory -(MPC 701) Install the waste piping to code.
60. Second Floor -Lavatory -(MPC .0100 P & Q & 419.2) Install the water piping to code.
61. Second Floor -Lavatory -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
62. Second Floor -Lavatory -(MPC 0200 P) Repair/replace the faucet that is missing, broken or has parts missing.

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63. Second Floor -Toilet Facilities -(MPC .0100 E & 901) Install a proper fixture vent to code.
64. Second Floor -Toilet Facilities -(MPC 701) Install the waste piping to code.
65. Second Floor -Toilet Facilities -(MPC .0100 P & Q & 419.2) Install the water piping to code.
66. Second Floor -Toilet Facilities -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
67. Second Floor -Toilet Facilities -(MPC 301.1) Repair/replace the faucet that is missing, broken or has parts missing.
68. Second Floor -Tub and Shower -(MPC .0100 E & 901)Install a proper fixture vent to code.
69. Second Floor -Tub and Shower -(MPC 701) Install the waste piping to code.
70. Second Floor -Tub and Shower -(MPC .0100 P & Q & 419.2) Install the water piping to code.
71. Second Floor -Tub and Shower -(MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
72. Second Floor -Tub and Shower -(MPC 301.1) Repair/replace the faucet that is missing, broken or has parts missing.
73. Second Floor -Tub and Shower -(MPC 408.3) Install scald and thermal shock protection, ASSE Standard 1016.
74. All the above corrections to waste, vent, water, and gas piping shall be per the Minnesota Plumbing Code Chapter 4714, Minnesota Rules Chapter 326, 4716, 1300, the Minnesota Mechanical Code, the Minnesota Fuel Gas Code, and Saint Paul Regional Water Services Water Code. All plumbing must be done by a plumbing contractor licensed in the State of Minnesota and the City of St. Paul by a plumber licensed in the State of Minnesota who also possess a City of Saint Paul Competency Card and after obtaining an approved City of Saint Paul Plumbing Permit.

**Heating Inspector: Erik Witt**

**Phone: 651 -266 -9045**

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1. Clean and Orsat test furnace/boiler burner. Check all controls for proper operation. Check furnace heat exchanger for leak; provide documentation from a licensed contractor that the heating unit is safe.
2. Install approved metal chimney liner.
3. Replace furnace/boiler flue venting to code.
4. Connect furnace/boiler and water heater venting into chimney liner.
5. Vent clothes dryer to code.
6. Provide adequate combustion air and support duct to code.
7. Provide support for gas lines to code.
8. Plug, cap and/or remove all disconnected gas lines and unapproved valves.
9. Provide all supply and return ducts for warm air heating system must be clean before final approval for occupancy. Documentation is required from a licensed duct-cleaning contractor that the duct system has been cleaned.

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10. Repair and/or replace heating registers as necessary.
11. Provide heat in every habitable room and bathrooms.
12. Mechanical permits are required for the above work.

**Notes:**

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1. See attachment for permit requirements and appeals procedure.
2. Interior of garage not available for inspection. Repair per applicable codes.

**This is a registered vacant building. In order to sell or reoccupy this building, all deficiencies listed on this code compliance report must be corrected in accordance with the Minimum Housing Standards of the St. Paul Legislative Code (Chapter 34) and all required permits must receive final approval within six (6) months of the date of this report. One (1) six-month time extension may be requested by the owner and will be considered if it can be shown that the code compliance work is proceeding and is more than fifty (50) percent complete in accordance with Legislative Code Section 33.03(f).**

You may file an appeal to this notice by contacting the City Clerk's Office at 651-266-8688. Any appeal must be made in writing within 10 days of this notice. (You must submit a copy of this notice when you appeal, and pay a filing fee.)

If you have any questions regarding this inspection report, please contact Nathan Bruhn between 7:30 - 9:00 AM at 651-266-9033 or leave a voice mail message.

Sincerely,

Nathan Bruhn  
Code Compliance Officer  
Department of Safety and Inspections  
City of Saint Paul  
375 Jackson Street, Suite 220  
Saint Paul MN 55101  
Phone: 651-266-9033  
Email: [nathan.bruhn@ci.stpaul.mn.us](mailto:nathan.bruhn@ci.stpaul.mn.us)

Attachments



Lakeway Appraisal, Inc.  
**SKETCH ADDENDUM**

File No. 23-1084

Borrower \_\_\_\_\_  
Property Address 1508 Como Ave  
City Saint Paul County Ramsey State MN Zip Code 55108  
Lender/Client Team Edelstein Address \_\_\_\_\_

