



AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

MN:AGCYDICS-1 (8/19)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

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49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
60. Broker (see paragraph II on page one (1)).

61. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
62. one to four families as their residence.

63. (2) The fiduciary duties mentioned above are listed below and have the following meanings:

64. Loyalty - broker/salesperson will act only in client(s)' best interest.

65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
67. which might reasonably affect the client(s)' use and enjoyment of the property.

68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
69. information (such as disclosure of material facts to Buyers).

70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

72. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
75. purchase/lease properties listed by the broker.

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

MN:AGCYDISC-2 (8/19)



BUYER REPRESENTATION CONTRACT: EXCLUSIVE

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1. Date February 02 2023

2. Page 1 of 4 pages

3. **DEFINITIONS:** Buyer is Columbia Heights Economic Development Authority ("Buyer").
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is RE/MAX Synergy ("Broker").
(Real Estate Company Name)

5. Buyer gives Broker the exclusive right to locate and/or to assist in negotiations for the purchase, exchange of or option
6. to purchase ("Purchase") property located in Minnesota at a price and with terms acceptable to Buyer. This Contract starts on
7. February 02 2023, and ends at 11:59 P.M. on March 31 2023.
8. This Contract terminates upon successful closing of a property or expiration or cancellation of this Contract, whichever
9. occurs first.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **BROKER'S OBLIGATION:** Broker shall make a reasonable effort to locate property acceptable to Buyer. Broker
12. shall use professional knowledge and skills to assist in negotiations for the Purchase of property. Broker shall assist
13. Buyer throughout the transaction. Broker shall act in Buyer's best interest at all times, subject to any limitations
14. imposed by law or dual agency. Broker shall comply with all applicable fair housing and nondiscrimination regulations.

15. **BUYER'S OBLIGATION:** Buyer shall work exclusively with Broker for the Purchase of property. Buyer shall promptly
16. furnish to Broker accurate and relevant personal financial information to ascertain Buyer's ability to Purchase property,
17. if requested. Buyer shall cooperate with Broker in finding a property to Purchase. After a purchase agreement has
18. been accepted by seller, Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for
19. any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall pay Broker all
20. compensation due under this Contract.

21. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL OR MANAGEMENT OF REAL**
22. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S**
23. **CLIENT.**

24. **BROKER'S COMPENSATION:** (Fill in all blanks.)

25. If Buyer, or any other person acting on Buyer's behalf, agrees to Purchase any property during the term of this Contract,
26. the following compensation will apply.

27. 1. Buyer agrees to pay Broker a retainer fee of \$ 0.00 at the commencement of this Contract,
28. which fee shall be kept by Broker whether or not Buyer Purchases property. The retainer fee shall apply toward
29. satisfaction of any obligation to compensate Broker.

30. 2. Buyer shall pay Broker, as Broker's compensation, 3.0 percent (%) of the selling price or
31. \$ 0.00, whichever is greater, when Buyer closes the Purchase, if:

32. A: Buyer Purchases or agrees to Purchase a property before the expiration of this Contract, even if Buyer does
33. not use Broker's services; or

34. B: within 180 days (not to exceed six (6) months) after the expiration of this Contract, Buyer Purchases
35. property which either Broker or licensee representing Buyer has shown or exhibited to Buyer, or specifically
36. brought to the attention of Buyer, before the expiration of this Contract, as long as Broker has identified this
37. property on a written list Broker gives to Buyer within 72 hours after the expiration of this Contract.

38. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller.
39. Any compensation accepted by Broker from seller, or broker representing or assisting seller, ☒ **SHALL** ☐ **SHALL NOT**

40. reduce any obligation of Buyer to pay the compensation by the amount received by seller or broker. Broker must inform
41. Buyer in writing before Buyer signs an offer to Purchase the property (utilizing *Disclosure Statement: Compensation*
42. *Disclosure to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for computing the
43. compensation.

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

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45. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer
46. representation contract or facilitator services agreement after the expiration or cancellation of this Contract, under
47. which Buyer is obligated to compensate another licensed real estate broker.

48. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION BY**
49. **SELLER(S) AND MAY THEREFORE OBLIGATE BUYER TO PAY ALL OR PART OF THE COMPENSATION**
50. **IN CASH AT CLOSING. FOR EXAMPLE: THE ACT OF GOING THROUGH AN OPEN HOUSE**
51. **UNACCOMPANIED BY BUYER'S BROKER OR LICENSEE REPRESENTING BUYER; OR SIGNING**
52. **A PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH OWNER (FOR SALE BY**
53. **OWNER) MAY REQUIRE BUYER'S PAYMENT OF THE FULL COMPENSATION TO BUYER'S BROKER.**

54. **GENERAL NATURE OF PROPERTY:** (Including the following property types: existing, new construction or to-be-
55. built.)
56. *(Check all that apply.)*

57. ☐ COMMERCIAL/INDUSTRIAL	57. ☐ FARM	57. ☐ RECREATION
58. ☒ RESIDENTIAL/INVESTMENT	58. ☐ RESIDENTIAL/PERSONAL	58. ☐ VACANT LAND

59. **CLOSING SERVICES:**

60. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING BUYER, OR REAL ESTATE CLOSING AGENT
61. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
62. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

63. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer
64. understands that no one can require Buyer to use a particular person in connection with a real estate closing and
65. that Buyer may arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

66. Buyer's choice for closing services: *(Check one.)*

67. ☒ Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.
68. ☐ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.

69. _____
(Buyer's Initials) (Buyer's Initials)

70. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may
71. effectively increase the cash outlay at closing.

72. **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 withhold tax from the transferor
74. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally
75. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with
76. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under 26 USC
77. §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility
78. for withholding the applicable tax, Buyer should **seek appropriate legal and tax advice regarding FIRPTA compliance,**
79. **as Broker will be unable to assure Buyer that the transaction is exempt from the withholding requirements.**

80. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy
81. himself/herself with the physical condition of the property. Furthermore, there are warranty programs available for
82. some properties which warrant the performance of certain components of a property, which warranty programs Buyer
83. may wish to investigate prior to the Purchase of any specific property.

MN:BRC:E-2 (8/22)

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

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85. **AGENCY REPRESENTATION:** If the Buyer chooses to Purchase a property listed by Broker, a dual agency will be
86. created. This means that Broker will represent both the Buyer and the seller, and owe the same duties to the seller that
87. Broker owes to the Buyer. This conflict of interest will prohibit Broker from advocating exclusively on the Buyer's behalf.
88. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, the Buyer will need
89. to agree that confidential information about price, terms and motivation will still be kept confidential unless the Buyer
90. instructs Broker in writing to disclose specific information about the Buyer. All other information will be shared. Broker
91. cannot act as a dual agent unless both the Buyer and the seller agree to it. By agreeing to a possible dual agency,
92. the Buyer will be giving up the right to exclusive representation in an in-house transaction. However, if the Buyer
93. should decide not to agree to a possible dual agency, and the Buyer wants Broker to represent the Buyer, the Buyer
94. may give up the opportunity to Purchase the properties listed by Broker.

95. Buyer's Instructions to Broker:

96. Having read and understood this information about dual agency, Buyer now instructs Broker as follows:

97. ☒ Buyer will agree to a dual agency representation and will consider properties listed by Broker.

98. ☐ Buyer will not agree to a dual agency representation and will not consider properties listed by Broker.

99. Real Estate Company Name: RE/MAX Synergy

100. Buyer: _____

101. By: _____ Buyer: _____
(Licensee)

102. Date: _____

103. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to
104. purchase through Broker the same or similar properties as Buyer is seeking to Purchase. Buyer consents to Broker
105. representing such other potential buyers before, during and after the expiration of this Contract.

106. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Buyer, may have had a previous agency
107. relationship with a seller of a property Buyer is interested in Purchasing. Buyer acknowledges that Buyer's Broker, or
108. licensee representing Buyer, is legally required to keep information regarding the ultimate price and terms the seller
109. would accept and the motivation for selling confidential, if known.

110. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
111. Buyer's successful closing of a property or expiration or cancellation of this Contract, whichever occurs first.

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

117. **ENTIRE AGREEMENT:** This Contract and all addenda and amendments signed by the parties shall constitute the
118. entire agreement between Buyer and Broker. Any other written or oral communication between Buyer and Broker,
119. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Contract.
120. This Contract can be modified or canceled only in writing signed by Buyer and Broker or by operation of law. All
121. monetary sums are deemed to be United States currency for purposes of this Contract.

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

124. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,
125. fax, e-mail, text message or other means of communication during the term of this Contract and any time thereafter.

**BUYER REPRESENTATION
CONTRACT: EXCLUSIVE**

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127. **OTHER:**

128. This Buyer Representation Contract: Exclusive, is for the purchase of the property at 4243 5th Street NE Columbia Heights, MN 55421 only.

129.

130.

131.

132. **BROKER**

133. **ACCEPTED BY:** RE/MAX Synergy
(Real Estate Company Name)

134. **By:** _____
(Licensee's Signature)

135. John M Rockwell
(Licensee's Printed Name)

136. _____
(Date)

137. _____
(Address)

138. _____
(City/State/Zip)

139. 612-965-8544
(Phone)

140. john.rockwell@remax.net
(E-Mail Address)

141.

142.

143.

144.

145.

146.

147.

148.

149.

150.

BUYER

ACCEPTED BY: _____
(Buyer's Signature)

(Buyer's Printed Name)

(Date)

(Address)

(City/State/Zip)

(Phone)

(E-Mail Address)

BUYER

ACCEPTED BY: _____
(Buyer's Signature)

(Buyer's Printed Name)

(Date)

(Address)

(City/State/Zip)

(Phone)

(E-Mail Address)

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

WIRE FRAUD ALERT



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

THESE SOPHISTICATED CRIMINALS COULD:

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

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

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

(Signature)

(Date)

(Signature)

(Date)

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PURCHASE AGREEMENT

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1. Date February 02 2023
2. Page 1

3. BUYER (S): Columbia Heights Economic Development Authority
4. _____
5. Buyer's earnest money in the amount of _____
6. Five Thousand Dollars (\$ 5,000.00)
7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business Days after Final Acceptance Date. 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: 4243 5th Street NE
13. City of Columbia Heights, County of Anoka,
14. State of Minnesota, Zip Code 55421, legally described as Lot 26 Block 28
15. Columbia Heights Annex
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:
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____

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 (\$ 120,000.00)
39. One Hundred Twenty 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. _____
45. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)
46. _____

CLOSING DATE:

47. _____
48. The date of closing shall be On or B/F March 31 2023.

PURCHASE AGREEMENT

49. Page 2 Date February 02 2023

50. Property located at 4243 5th Street NE Columbia Heights 55421.

51. **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 be

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

74. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
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 February 02 2023

90. Property located at 4243 5th Street NE Columbia Heights 55421.
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 February 02 2023

137. Property located at 4243 5th Street NE Columbia Heights 55421.

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

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

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

141. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan

142. amount must be paid at the closing of this transaction as follows:

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

144. _____ paid by Seller

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

146. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,

147. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest

148. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase

149. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The

150. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without

151. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

152. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**

153. **annual installments of special assessments certified to yearly taxes.**

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

155. _____

156. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

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

158. ☐ \$ _____

159. ☐ _____ percent (%) of the sale price

160. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,

161. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any

162. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's

163. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained

164. by Seller.

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

167. **INSPECTIONS:**

168. Buyer has been made aware of the availability of Property inspections. Buyer ☐ **ELECTS** ☒ **DECLINES** to have a
------(Check one.)-----

169. Property inspection performed at Buyer's expense.

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

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

172. Agreement.

173. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**

174. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"

175. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or

176. otherwise damages the Property.

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

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

179. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT

180. Page 5 Date February 02 2023

181. Property located at 4243 5th Street NE Columbia Heights 55421

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.
197. (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 February 02 2023

224. Property located at 4243 5th Street NE Columbia Heights 55421.

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 February 02 2023

268. Property located at 4243 5th Street NE Columbia Heights 55421.

269. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

270. ☒ **IMMEDIATELY AFTER CLOSING;** or

271. ☐ **OTHER:** _____.

272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
273. by possession date.

274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
277. Agreement.

278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:

282. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
283. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
284. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
285. assisting Seller, upon cancellation of this Purchase Agreement; and

286. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
287. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
288. title opinion at Buyer's selection and cost and provide a copy to Seller.

289. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
290. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
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 February 02 2023

321. Property located at 4243 5th Street NE Columbia Heights 55421.
322. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
323. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
324. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
325. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
326. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
327. said cancellation and directing all earnest money paid here to be refunded to Buyer.
328. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
329. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
330. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
331. ending at 11:59 P.M. on the last day.
332. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
333. stated elsewhere by the parties in writing.
334. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
335. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
336. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
337. from the Earnest Money Holder's trust account:
338. (a) at or upon the successful closing of the Property;
339. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
340. *Agreement* executed by both Buyer and Seller;
341. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
342. (d) upon receipt of a court order.
343. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
344. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
345. Seller shall affirm the same by a written cancellation agreement.
346. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
347. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
348. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
349. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
350. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
351. Statute 559.217, Subd. 4.
352. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
353. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
354. performance, such action must be commenced within six (6) months after such right of action arises.
355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
357. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
358. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
359. www.corr.state.mn.us.

360. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
361. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
362. **THIS PURCHASE AGREEMENT.**
363. BUYER HAS RECEIVED A: (Check any that apply.) ☐ **DISCLOSURE STATEMENT: SELLER'S PROPERTY**
364. **DISCLOSURE STATEMENT** OR A ☒ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
365. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
366. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
367. any.
368. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
369. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**
370. **AND ITS CONTENTS.**

PURCHASE AGREEMENT

371. Page 9 Date February 02 2023

372. Property located at 4243 5th Street NE Columbia Heights 55421

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. Peter T Heryla/John M Rockwell is ☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Facilitator.
(Licensee) ----- (Check one.) -----

399. RE/MAX Synergy
(Real Estate Company Name)

400. Peter T Heryla/John M Rockwell is ☐ Seller's Agent ☐ Buyer's Agent ☒ Dual Agent ☐ Facilitator.
(Licensee) ----- (Check one.) -----

401. RE/MAX Synergy
(Real Estate Company Name)

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

PURCHASE AGREEMENT

403. Page 10 Date February 02 2023

404. Property located at 4243 5th Street NE Columbia Heights 55421

405. DUAL AGENCY REPRESENTATION

406. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

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

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

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

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

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

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

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

422. Seller _____ Buyer _____

423. Seller _____ Buyer _____

424. Date _____ Date _____

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

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

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

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

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

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

MN:PA-10 (8/22)

PURCHASE AGREEMENT

444. Page 11 Date February 02 2023

445. Property located at 4243 5th Street NE Columbia Heights 55421.

446. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
447. and all addenda must be fully executed by both parties and a copy must be delivered.

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

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

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

458. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
459. (1) of this Purchase Agreement.

460. **OTHER:**

461. _____

462. _____

463. _____

464. _____

465. _____

466. _____

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: _____

PURCHASE AGREEMENT

488. Page 12 Date February 02 2023

489. Property located at 4243 5th Street NE Columbia Heights 55421.

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

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

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

I have reviewed all pages of this Purchase
Agreement.

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

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

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

505. **X** _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

506. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

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

X _____
(Buyer's Signature) (Date)

508. **X** _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

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

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

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

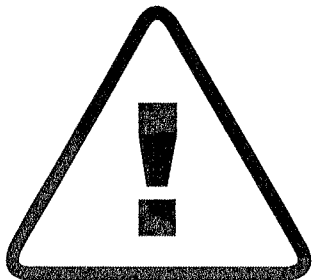
516. **SELLER(S)** _____

BUYER(S) _____

517. **SELLER(S)** _____

BUYER(S) _____

WIRE FRAUD ALERT



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

THESE SOPHISTICATED CRIMINALS COULD:

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

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

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

(Signature)

(Date)

(Signature)

(Date)

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

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1. Date February 2nd, 2023

2. Page 1

3. Addendum to Purchase Agreement between parties, dated February 2nd 2023
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 4243 5th Street NE Columbia Heights MN 55421

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 4243 5th Street NE Columbia Heights MN 55421.
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. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)
59. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)
60. _____ (Real Estate Licensee) _____ (Date) _____ (Real Estate Licensee) _____ (Date)

TLX:SALE-2 (8/20)



ADDENDUM TO PURCHASE AGREEMENT

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1. Date January 24th, 2023
2. Page 1

3. Addendum to Purchase Agreement between parties, dated January 24th 2023
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 4243 5th Street NE Columbia Heights MN 55421

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

8. This purchase agreement is subject to the full ratification of the Columbia Heights Economic Development Authority at their March 2023 meeting. If the purchase agreement is not ratified a
9. cancellation of the purchase agreement will be signed and all earnest money will be returned to the buyer.

10. The Seller warrants that there are no tenants on the property with a lawful leasehold interest.
11. In the event any tenant come forward and claims an interest in the property at the time of or
12. following the purchase, the Seller agrees to fully indemnify the buyer for any and all costs
13. associated with terminating such tenancy and for any and all relocation assistance and benefits
14. that may be due to such tenant together with attorneys' fees that the Buyer would have to
15. incur in connection with legal action required to resolve any relocation assistance or benefits
16. dispute with such tenant. Seller acknowledges that it is not being displaced from the property
17. as a result of the purchase agreement and that it is not eligible for relocation assistance and
18. benefits, that the purchase price includes compensation for any and all relocation assistance
19. and benefits for which the Seller may be eligible. The provisions of this paragraph shall survive
20. the closing of the transaction contemplated by this purchase agreement.

21. For purposes of this Agreement, "relocation assistance and benefits" shall have the meanings
22. ascribed to them by Minnesota Uniform Relocation Act, Minnesota Statutes, Sections 117.50 to
23. 117.56, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C.
24. Sections 4601-4655 (the federal URA) and the regulations implementing the federal URA, 49 C.F.R.
25. Part 24

- 26.
- 27.
- 28.
- 29.
- 30.
31. _____
- (Seller) (Date) (Buyer) (Date)

32. _____
- (Seller) (Date) (Buyer) (Date)

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



**DISCLOSURE STATEMENT:
COMPENSATION DISCLOSURE
TO BUYER/TENANT**

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1. Date February 2nd, 2023

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at

3. 4243 5th Street NE Columbia Heights MN 55421

4. _____,
5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,
6. is: (Check all that apply.)

7. From Seller/Owner or their Broker ☒ 3 _____ % of sale price.

8. ☐ \$ _____ .

9. ☐ _____ .

10. From Buyer/Tenant ☐ _____ % of sale price.

11. ☐ \$ _____ .

12. ☐ _____ .

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

15. _____ (Real Estate Company Name) _____ (Date) _____ (Buyer/Tenant) _____ (Date)

16. **BY:** _____ (Licensee Representing or Assisting Buyer/Tenant) _____ (Date) _____ (Address)

17. _____ (Address) _____ (City/State/Zip)

18. _____ (City/State/Zip) _____ (E-mail Address)

19. john.rockwell1@remax.net _____ (Buyer/Tenant) _____ (Date)
(E-mail Address)

20. _____ (Address)

21. _____ (City/State/Zip)

22. _____ (E-mail Address)

MN:DS:CDB (8/19)