



DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2.

ARBITRATION DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**
50. Page 2

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

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 902 NW 6th Ave

55. City of Grand Rapids, County of Itasca

56. State of Minnesota, Zip Code 55744

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 August 29th 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. _____
(Seller's Signature) (Date)

(Buyer's Signature) 9-1-23 (Date)

69. _____
(Seller's Printed Name)

Chad B. Sterle, on behalf of City of Grand Rapids, MN
(Buyer's Printed Name)

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

(Buyer's Signature) (Date)

71. _____
(Seller's Printed Name)

(Buyer's Printed Name)

72. _____
(Licensee Representing or Assisting Seller) (Date)

(Licensee Representing or Assisting Buyer) (Date)

73. Mirabella Realty
(Company Name)

Mirabella Realty
(Company Name)

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

MN:DS:ADRAA-2 (8/19)



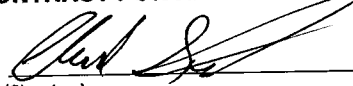
AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

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)  9-1-23 (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

48. Page 2

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)



Bill of Sale:

To convey with Purchase Agreement dated: 08/29/23

Property Address: 902 NW 6th Ave

Transaction between: City of Grand Rapids, MN & Ryan L. Hoshal and Kaelyn L.A.Hoshal

The Following:

Dishwasher, Electric Range, Hood, Microwave, Refrigerator, Washer, Elec.Dryer, and all items attached to the house

[Signature] Buyer(s) initials. Buyer(s) fully understand and agree that items listed above are sold "As Is Condition" and do not carry any warranty from seller, realtor, or broker involved in the purchase and sale.

Seller: _____

Date: _____

Seller: _____

Date: _____

Buyer: [Signature]

Date: 9-1-23

Buyer: _____

Date: _____



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

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1. Date August 29th, 2023

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at
3. 902 NW 6th Ave Grand Rapids MN 55744
4. W 5' OF LOT 8 ALL OF LOT 9 BLK 3
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 ☒ 5.5 % of sale price.

8. ☒ \$ 249.00

9. ☐ _____

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

11. ☒ \$ 249.00

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. Mirabella Realty
(Real Estate Company Name) (Date)

Chad Sterle 9-1-23
(Buyer/Tenant) (Date)

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

502 NW 5th Ave
(Address)

17. 2832 1st Ave
(Address)

Grand Rapids, MN 55744
(City/State/Zip)

18. Hibbing MN 55746-2562
(City/State/Zip)

cssterle@sterlelaw.com
(E-mail Address)

19. jennifer@mirabellarealtymn.com
(E-mail Address)

(Buyer/Tenant) (Date)

20. _____
(Address)

21. _____
(City/State/Zip)

22. _____
(E-mail Address)

MN:DS:CDB (8/19)

CAUTION—Your Action is Required Soon

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically.

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon -- call 1-800-SOS-Radon; Health and Safety -- see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency -- see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

I/We (circle one) have read this document and understand that if I/we wish to get a home inspection, it is best to do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

(Signed) Homebuyer

9/1/23
Date

(Signed) Homebuyer

1/1
Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. This agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD If desired you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

InstantFORMS

HUD-92564-CN (expiration)



Minnesota
Realtors®



FACILITATOR SERVICES AGREEMENT: BUYER

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1. Date August 29th 2023

2. Page 1 of _____ pages

3. **DEFINITIONS:** Buyer is Chad B. Sterle, on behalf of City of Grand Rapids, MN ("Buyer").
(e.g., individual(s), estate, trust, corporation, etc.)

4. Broker is Mirabella Realty ("Broker").
(Real Estate Company Name)

5. Buyer gives Broker the ☒ **EXCLUSIVE** ☐ **NONEXCLUSIVE** right to provide the services specified below. This
(Check one.)

6. Agreement starts on August 29th 2023, and ends at 11:59 P.M. on

7. December 31st 2023. This Agreement terminates upon successful closing of a property located

8. in Minnesota or expiration or cancellation of this Agreement, whichever occurs first.

9. This Agreement may only be canceled by written mutual agreement of the parties.

10. **BROKER'S OBLIGATION:** Buyer understands that Broker is not representing Buyer as Buyer's agent and owes Buyer
11. no fiduciary duties other than as specified in this Agreement. Buyer understands that confidential information about
12. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Buyer instructs
13. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
14. efforts and professional knowledge and skills to assist Buyer in locating or purchasing property located in Minnesota.
15. Broker shall comply with Minnesota law regarding escrow of funds related to the sale or purchase of property. Broker
16. must disclose to potential purchasers all material facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property,
17. of which Broker is aware, which could adversely and significantly affect an ordinary purchaser's use or enjoyment of the
18. property, or any intended use of the property. Broker may represent or work with other potential buyers for the same
19. property before, during, and after the expiration of this Agreement. Other potential buyers may consider, make offers,
20. or purchase through Broker the same or similar properties as Buyer is seeking to acquire.

21. Broker shall, unless prohibited by governing authority, (Check all that apply.)

22. ☐ provide Buyer with information about available properties.

23. ☐ provide Buyer with information about comparable sales.

24. ☐ show Buyer available properties requested by Buyer.

25. ☐ assist Buyer with information on the types and availability of financing.

26. ☒ assist in the preparation of the *Purchase Agreement*.

27. ☒ provide Buyer with information about other service providers related to the real estate transaction (e.g., home
28. inspectors, real estate closers).

29. ☒ assist the parties in completing the transaction.

30. ☐ provide the following additional services: _____

31. _____

32. _____

33. _____

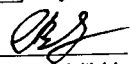
34. _____

35. _____

36. **BUYER'S OBLIGATION:** Buyer shall provide Broker with necessary documents to facilitate this transaction. Buyer
37. shall promptly furnish to Broker accurate and relevant personal financial information to ascertain Buyer's ability to
38. purchase property, if requested. Buyer shall cooperate with Broker in finding a property to purchase. After a purchase
39. agreement has been accepted by seller, Buyer is legally obligated to purchase the property. If Buyer refuses to close
40. the purchase for any reason other than the failure of seller to perform, subject to relevant contingencies, Buyer shall
41. pay Broker all compensation due under this Agreement.

**FACILITATOR SERVICES AGREEMENT:
BUYER**

42. Page 2

43. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL, OR MANAGEMENT OF REAL**
44. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S**
45. **CLIENT.**
46. **BROKER'S COMPENSATION:**
47. If Buyer, or any other person acting on Buyer's behalf, agrees to purchase any property during the term of this Contract,
48. the following compensation will apply.
49. Buyer agrees to pay Broker a retainer fee of \$ 0.00 at the commencement of this Agreement,
50. which fee shall be kept by Broker whether or not Buyer purchases property. The retainer fee shall apply toward
51. satisfaction of any obligation to compensate Broker.
52. Buyer shall pay Broker, as Broker's compensation, 0 percent (%) of the selling price or
53. \$ 249.00, whichever is greater, if Buyer purchases or agrees to purchase a property during the
54. term of this Agreement.
55. Broker is authorized to negotiate and receive compensation paid by seller, or broker representing or assisting seller.
56. Any compensation accepted by Broker from seller, or broker representing or assisting seller, ☐ **SHALL** ☒ **SHALL NOT**
57. ----- (Check one.) -----
58. reduce any obligation of Buyer to pay the compensation by the amount received by seller or broker. Broker must
59. inform Buyer in writing before Buyer signs an offer to Purchase the property (utilizing *Disclosure Statement:*
60. *Compensation Disclosure to Buyer/Tenant* or other written disclosure) the amount of compensation or the basis for
61. computing the compensation.
62. Other \$249.00 Broker compensation fee (not due until closing)
63. If, within 180 days (not to exceed six (6) months) after the expiration of this Agreement, Buyer purchases
64. property which either Broker or licensee assisting Buyer has physically shown or exhibited to Buyer, or specifically
65. brought to the attention of Buyer, before the expiration of this Agreement, as long as Broker has identified this property
66. on a written list Broker gives to Buyer within 72 hours after the expiration of this Agreement, then Buyer shall still pay
67. the compensation noted herein, even if Buyer purchases property without Broker's assistance.
68. Buyer understands that Buyer does not have to pay Broker's compensation if Buyer signs another valid buyer
69. representation contract or facilitator services agreement after the expiration or cancellation of this Agreement, under
70. which Buyer is obligated to compensate another licensed real estate broker.
71. **CLOSING SERVICES:**
72. **NOTICE: THE REAL ESTATE BROKER, LICENSEE ASSISTING BUYER OR REAL ESTATE CLOSING AGENT**
73. **HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS**
74. **REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.**
75. After a purchase agreement for the property is signed, arrangements must be made to close the transaction. Buyer
76. understands that no one can require Buyer to use a particular person in connection with a real estate closing and
77. that Buyer may arrange for a qualified closing agent or Buyer's attorney to conduct the closing.
78. Buyer's choice for closing services: (Check one.)
79. ☒ Buyer directs Broker to arrange for a qualified closing agent to conduct the closing.
80. ☐ Buyer shall arrange for a qualified closing agent or Buyer's attorney to conduct the closing.
81.  (Buyer's Initials) (Buyer's Initials)

**FACILITATOR SERVICES AGREEMENT:
BUYER**

82. Page 3

83. **ADDITIONAL COSTS:** Buyer acknowledges that Buyer may be required to pay certain closing costs, which may
84. effectively increase the cash outlay at closing.
85. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
86. provides that a transferee ("Buyer") of a United States real property interest must withhold tax from the transferor
87. ("Seller") if the Seller is a foreign person and no exceptions from FIRPTA withholding apply. A Buyer is personally
88. liable for the full amount of FIRPTA withholding tax required to be withheld unless the Seller furnishes Buyer with
89. specific documentation ensuring Buyer is exempt from the withholding requirements as prescribed under
90. 26 USC §1445. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's
91. responsibility for withholding the applicable tax, Buyer should seek appropriate legal and tax advice regarding
92. FIRPTA compliance, as Broker will be unable to assure Buyer that the transaction is exempt from the withholding
93. requirements.
94. **PRIVATE INSPECTION/WARRANTY:** Broker recommends that Buyer obtain a private home inspection to satisfy
95. himself/herself with the physical condition of the property. Furthermore, there are warranty programs available for
96. some properties which warrant the performance of certain components of a property, which warranty programs Buyer
97. may wish to investigate prior to the purchase of any specific property.
98. **NOTICE:** IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A BUYER, SHOWS A
99. PROPERTY LISTED BY THE SAME FACILITATOR BROKER OR ANY OF ITS LICENSEES, PURSUANT
100. TO A WRITTEN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, THEN THE FACILITATOR BROKER
101. OR LICENSEE MUST ACT AS A SELLER'S BROKER. A SELLER'S BROKER MUST ACT IN THE
102. SELLER'S BEST INTEREST. IN THAT CASE, THE BUYER WILL NOT RECEIVE ADVICE AND COUNSEL
103. FROM THE BROKER OR LICENSEE.
104. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider and/or make offers to
105. purchase through Broker the same or similar properties as Buyer is seeking to purchase. Buyer consents to Broker
106. representing such other potential buyers before, during, and after the expiration of this Agreement.
107. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Buyer, may have had a previous agency
108. relationship with a seller of a property Buyer is interested in purchasing. Buyer acknowledges that Buyer's Broker,
109. or licensee assisting Buyer, is legally required to keep information regarding the ultimate price and terms the seller
110. would accept and the motivation for selling confidential, if known.
111. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
112. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
113. obtained by contacting the local law enforcement offices in the community where the property is located,
114. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
115. www.corr.state.mn.us.
116. **ENTIRE AGREEMENT:** This Agreement and all addenda and amendments signed by the parties shall constitute the
117. entire agreement between Buyer and Broker. Any other written or oral communication between Buyer and Broker,
118. including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Agreement.
119. This Agreement can be modified or canceled only in writing signed by Buyer and Broker or by operation of law. All
120. monetary sums are deemed to be United States currency for purposes of this Agreement.
121. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
122. this transaction constitute valid, binding signatures.
123. **CONSENT FOR COMMUNICATION:** Buyer authorizes Broker and its representatives to contact Buyer by mail, phone,
124. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.

MN:FSA:B-3 (8/22)

**FACILITATOR SERVICES AGREEMENT:
BUYER**

125. Page 4

126. **OTHER:**

127. Buyer is being represented by attorney Chad B Sterle. All commission from Sellers is to be paid to Mirabella Realty at closing.

128.

129.

130.

131. **BROKER**

132. **ACCEPTED BY:** Mirabella Realty
(Real Estate Company Name)

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

134. Jennifer Reyes
(Licensee's Printed Name)

135. _____
(Date)

136. 2832 1st Ave
(Address)

137. Hibbing MN 55746-2562
(City/State/Zip)

138. 218-262-3993
(Phone)

139. jennifer@mirabellarealtymn.com
(E-Mail Address)

140.

141.

142.

143.

144.

145.

146.

147.

148.

149.

BUYER

ACCEPTED BY: Chad Sterle
(Buyer's Signature)

Chad B. Sterle, on behalf of City of Grand Rapids, MN
(Buyer's Printed Name)

9-1-23
(Date)

502 NW 9th Ave
(Address)

Grand Rapids, MN 55744
(City/State/Zip)

218 326-9646
(Phone)

cssterle@sterlelaw.com
(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)

9-1-23
(Date)

(Signature) (Date)

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PURCHASE AGREEMENT

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1. Date August 29th 2023
2. Page 1

3. BUYER (S): City Of Grand Rapids, MN

4.

5. Buyer's earnest money in the amount of _____ Dollars (\$ 1,000.00)
6. One Thousand

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. 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.

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

12. Street Address: 902 NW 6th Ave

13. City of Grand Rapids, County of Itasca

14. State of Minnesota, Zip Code 55744, legally described as W 5' OF LOT 8 ALL OF LOT 9 BLK 3

15. _____
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 (\$ 229,900.00) Dollars,
39. Two Hundred Twenty-Nine Thousand Nine Hundred

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/before November 3rd 2023

PURCHASE AGREEMENT

49. Page 2 Date August 29th 2023

50. Property located at 902 NW 6th Ave Grand Rapids MN 55744

MORTGAGE FINANCING:

51. This Purchase Agreement ☐ IS ☒ IS NOT subject to the mortgage financing provisions below. If IS, complete the
52. -----(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. OR

77. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
78. or before _____.

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

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

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

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

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

PURCHASE AGREEMENT

90. Page 3 Date August 29th 2023

Grand Rapids MN 55744

91. Property located at 902 NW 6th Ave

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

98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
99. canceled if the reason this Purchase Agreement does not close was due to:
100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
103. as specified in the contingency for sale and closing of Buyer's property.

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

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

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

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

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

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

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

126. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
------(Check one.)-----

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

132. appraised value of the Property as not less than \$_____.
(sale price)

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

PURCHASE AGREEMENT

137. Page 4 Date August 29th 2023

138. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

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

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

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

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

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

145. _____ paid by Seller

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

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

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

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

156. _____

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

158. 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.)-----

159. ☐ \$ _____

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

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

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

INSPECTIONS:

168. _____

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

170. Property inspection performed at Buyer's expense.

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

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

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

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

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

180. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT

181. Page 5 Date August 29th 2023

182. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

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

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

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

193. OTHER INSPECTION ITEMS:

194. _____
195. _____
196. _____

197. SALE OF BUYER'S PROPERTY:

198. (Check one.)

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

201. OR

202. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. _____, which is scheduled to close on

204. _____ pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.

210. OR

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

213. REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

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

216. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** _____ /12ths OF real estate taxes
(Check one.)

217. due and payable in the year of closing.

218. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** _____ /12ths OF real estate taxes due and
(Check one.)

219. payable in the year of closing.

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

221. pay the difference between the homestead and non-homestead.

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

PURCHASE AGREEMENT

224. Page 6 Date August 29th 2023

Grand Rapids MN 55744

225. Property located at 902 NW 6th Ave

226. DEFERRED TAXES/SPECIAL ASSESSMENTS:

227. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

229. ☒ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☐ SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

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

232. ☒ BUYER SHALL ASSUME ☐ SELLER SHALL PAY on date of closing all other special assessments levied as of the Date of this Purchase Agreement.

234. ☒ BUYER SHALL ASSUME ☐ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

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

240. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice

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

250. ADDITIONAL PROVISIONS:

251. PREVIOUSLY EXECUTED PURCHASE AGREEMENT: This Purchase Agreement ☐ IS ☒ IS NOT subject to 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 sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

257. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)
258. ☒ WARRANTY DEED ☐ PERSONAL REPRESENTATIVE'S DEED ☐ CONTRACT FOR DEED ☐ TRUSTEE'S DEED

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

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

267. _____

MN:PA-6 (8/23)

PURCHASE AGREEMENT

268. Page 7 Date August 29th 2023

Grand Rapids MN 55744

269. Property located at 902 NW 6th Ave

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

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

272. ☐ **OTHER:** _____

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

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

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

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

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

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

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

293. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
294. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
295. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
296. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
297. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
298. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
299. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
300. be refunded to Buyer.

301. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
302. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
303. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
304. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
305. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

306. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
307. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
308. construction, alteration, or repair of any structure on, or improvement to, the Property.

309. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
310. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
311. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
312. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
313. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
314. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
315. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

316. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
317. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
318. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

319. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
320. inspections agreed to here.

PURCHASE AGREEMENT

321. Page 8 Date August 29th 2023

Grand Rapids MN 55744

322. Property located at 902 NW 6th Ave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PURCHASE AGREEMENT

372. Page 9 Date August 29th 2023

373. Property located at 902 NW 6th Ave Grand Rapids MN 55744

374. (Check appropriate boxes.)

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

376. CITY SEWER ☒ YES ☐ NO / CITY WATER ☒ YES ☐ NO

377. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

378. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
----- (Check one.) -----

379. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure

380. Statement: Subsurface Sewage Treatment System.)

381. **PRIVATE WELL**

382. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
----- (Check one.) -----

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

384. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
----- (Check one.) -----

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

386. (If answer is IS, see attached Addendum.)

387. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS

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

389. TREATMENT SYSTEM.

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

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

394. ☐ BUYER ☐ SELLER to be issued by _____
----- (Check one.) -----

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

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

AGENCY NOTICE

398. _____
399. Jennifer Reyes is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☒ Facilitator.
(Licensee) ----- (Check one.) -----

400. Mirabella Realty
(Real Estate Company Name)

401. Jennifer Reyes is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) ----- (Check one.) -----

402. Mirabella Realty
(Real Estate Company Name)

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

PURCHASE AGREEMENT

404. Page 10 Date August 29th 2023

405. Property located at 902 NW 6th Ave Grand Rapids MN 55744

DUAL AGENCY REPRESENTATION

406.

407. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

408. ☒ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 408-424.*
409. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 409-424.*

410. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
411. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
412. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
413. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
414. Seller(s) and Buyer(s) acknowledge that
415. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
416. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
417. information will be shared;
418. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
419. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
420. the sale.

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

423. Seller _____

Buyer [Signature] 9-1-23

424. Seller _____

Buyer _____

425. Date _____

Date 9-1-23

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

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

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

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

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

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

MN:PA-10 (8/23)

PURCHASE AGREEMENT

445. Page 11 Date August 29th 2023

446. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

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

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

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

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

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

461. **OTHER:**

462. Purchase agreement is contingent on the property approval to be rezoned from current zoning to
463. public use within 60 days of final acceptance. In the event the zoning change is not possible,
all earnest money to be refunded to the buyer. ✓

464. Offer is contingent on Sellers finding suitable housing. Buyer would agree to a temporary lease
465. back option, if necessary; Sellers are actively looking for a home with the intention of
fulfilling the closing date on purchase agreement. ✓

466.

467.

468.

469.

470.

471. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

472. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

473. ☐ Addendum to Purchase Agreement

474. ☐ Addendum to Purchase Agreement: Additional Signatures

475. ☐ Addendum to Purchase Agreement: Assumption Financing

476. ☐ Addendum to Purchase Agreement: Buyer Move-In Agreement

477. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

478. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
479. ("CIC")

480. ☐ Addendum to Purchase Agreement: Contract for Deed Financing

481. ☒ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
482. Hazards

483. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

484. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement

485. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency

486. ☐ Addendum to Purchase Agreement: Short Sale Contingency

487. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency

488. ☐ Other: _____

PURCHASE AGREEMENT

489. Page 12 Date August 29th 2023

490. Property located at 902 NW 6th Ave Grand Rapids MN 55744

491. I agree to sell the Property for the price and on the
492. terms and conditions set forth above.
493. I have reviewed all pages of this Purchase
494. 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.

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

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

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

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

X [Signature] 9-1-23
(Buyer's Signature) (Date)

507. X _____
(Seller's Printed Name)

X Chad B. Sterle, on behalf of City of Grand Rapids, MN
(Buyer's Printed Name)

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

X _____
(Buyer's Signature) (Date)

509. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

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

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

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

517. SELLER(S) _____

BUYER(S) [Signature]

518. SELLER(S) _____

BUYER(S) _____

MN:PA-12 (8/23)

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.

 9-1-23
(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 _____
2. Page 1

3. Addendum to Purchase Agreement between parties, dated _____
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 902 NW 6th Ave Grand Rapids MN 55744

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

Grand Rapids

MN 55744

37. Property located at 902 NW 6th Ave

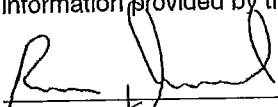

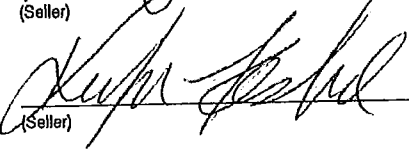
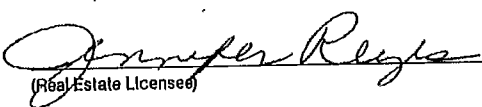
38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the 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.  6-28-23  9-1-23
(Seller) (Date) (Buyer) (Date)
59.  6-28-23 _____
(Seller) (Date) (Buyer) (Date)
60.  6-28-23 _____
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*
15. form for further information regarding disclosure alternatives. **This disclosure is not a warranty or a guarantee of any**
16. **kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for**
17. **any inspections or warranties the party(ies) may wish to obtain.**
18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a
20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103,
21. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.
22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any
24. other option.
25. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it
26. inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of
27. the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does
28. not apply. "NO" may mean that Seller is unaware.
29. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
30. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your
31. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.
32. (6) If any items do not apply, write "NA" (not applicable).
33. Property located at 902 NW 6th Ave,
34. City of Grand Rapids, County of Itasca,
35. State of Minnesota, Zip Code 55744 ("Property").
36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.
37. (1) What date did you ☒ Acquire ☐ Build the home? May 2020
(check one.)
38. (2) Type of title evidence: ☒ Abstract ☐ Registered (Torrens) ☐ Unknown
39. Location of Abstract: _____
40. Is there an existing Owner's Title Insurance Policy? ☐ Yes ☐ No
41. (3) Have you occupied this home continuously during your ownership? ☒ Yes ☐ No
42. If "No," explain: _____
43. (4) Is the home suitable for year-round use? ☒ Yes ☐ No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☐ Yes ☐ No
45. (6) Does the Property include a manufactured home? ☐ Yes ☒ No
46. If "Yes," HUD #(s) is/are _____
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☒ No

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

48. Page 2

49. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

50. Property located at 902 NW 6th Ave Grand Rapids MN 55744

51. (7) Is the Property located on a public or a private road? ☒ Public ☐ Private ☐ Public: no maintenance

52. (8) **Flood Insurance:** All properties in the state of Minnesota have been assigned a flood zone designation. Some
53. flood zones may require flood insurance.

54. (a) Do you know which zone the Property is located in? ☐ Yes ☒ No

55. If "Yes," which zone? _____

56. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ No

57. If "Yes," is the policy in force? ☐ Yes ☒ No

58. If "Yes," what is the annual premium? \$ _____

59. If "Yes," who is the insurance carrier? _____

60. (c) Have you ever had a claim with a flood insurance carrier or FEMA? ☐ Yes ☒ No

61. If "Yes," please explain: _____

62. _____

63. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance
64. premiums are increasing, and in some cases will rise by a substantial amount over the premiums
65. previously charged for flood insurance for the Property. As a result, Buyer should not rely on the
66. premiums paid for flood insurance on this Property previously as an indication of the premiums that
67. will apply after Buyer completes their purchase.

68. Are there any ☐ Yes ☒ No

69. (9) homeowners associations or shared amenities? ☐ Yes ☒ No

70. (10) encroachments? ☐ Yes ☒ No

71. (11) covenants, historical registry, reservations, or restrictions, that affect
72. or may affect the use or future resale of the Property? ☐ Yes ☒ No

73. (12) governmental requirements or restrictions that affect or may affect the use or future
74. enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? ☐ Yes ☒ No

75. (13) easements, other than utility or drainage easements? ☐ Yes ☒ No

76. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

77. _____

78. _____

79. **B. GENERAL CONDITION:** To your knowledge, have any of the following conditions previously existed or do they
80. currently exist on the Property?

81. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

82. (1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? ☐ Yes ☒ No

83. If "Yes," give details of what happened and when: _____

84. _____

85. (2) Have you ever had an insurance claim(s) related to the Property? ☐ Yes ☒ No

86. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? _____

87. _____

88. Did you receive compensation for the claim(s)? ☐ Yes ☒ No

89. Did you have the items repaired? ☐ Yes ☒ No

90. What dates did the claim(s) occur? _____

**DISCLOSURE STATEMENT: SELLER'S
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92. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

93. Property located at 902 NW 6th Ave Grand Rapids MN 55744

94. (3) (a) Has/Have the structure(s) been altered? ☐ Yes ☒ No
 95. (e.g., additions, altered roof lines, changes to load-bearing walls)
 96. If "Yes," please specify what was done, when, and by whom (owner or contractor):

97. _____
 98. _____

99. (b) Has any work been performed on the Property? (e.g., additions to the ☒ Yes ☐ No
 100. Property, wiring, plumbing, retaining wall, general finishing)

101. If "Yes," please explain: Some new outlets in basement, made the
 102. 2 rooms in the basement into one big room

103. (c) Are you aware of any work performed on the Property for which ☐ Yes ☒ No
 104. appropriate permits were not obtained?

105. If "Yes," please explain: _____
 106. _____

107. (4) Has there been any damage to flooring or floor covering? ☐ Yes ☒ No

108. If "Yes," give details of what happened and when: _____
 109. _____

110. (5) Do you have or have you previously had any pets? ☒ Yes ☐ No

111. If "Yes," indicate type 2 dogs 2 fish tanks and number _____

112. (6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):

113. _____

114. (7) THE BASEMENT, CRAWLSPACE, SLAB:

115. (a) cracked floor/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(e) leakage/seepage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
116. (b) drain tile problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(f) sewer backup? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
117. (c) flooding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(g) wet floors/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
118. (d) foundation problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(h) other? _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

119. Give details to any questions answered "Yes":

120. _____
 121. _____

122. (8) THE ROOF:

123. (a) What is the age of the roofing material?
 124. Home: _____ years Garage(s)/Outbuilding(s): _____ years

125. (b) Has there been any interior or exterior damage? ☐ Yes ☒ No

126. (c) Has there been interior damage from ice buildup? ☒ Yes ☐ No

127. (d) Has there been any leakage? ☒ Yes ☒ No

128. (e) Have there been any repairs or replacements made to the roof? ☒ Yes ☐ No

129. Give details to any questions answered "Yes": WAS AN icedam on garage roof and leaked in
 130. back left corner of garage. Was a leak in upstairs south bedroom was
repaired. Was mold in a portion in the north upstairs ceiling, was repaired

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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132. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

133. Property located at 902 NW 6th Ave Grand Rapids MN 55744

134. (9) THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:

135. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): Cedar

136. (b) cracks/damage? ☐ Yes ☒ No

137. (c) leakage/seepage? ☐ Yes ☒ No

138. (d) other? ☐ Yes ☒ No

139. Give details to any questions answered "Yes": _____

140. _____

141. C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:

142. NOTE: Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working
143. condition. Check "No" for items not in working condition. Working order means all components of the
144. items specified below.

	NA	Working Order Yes	No		NA	Working Order Yes	No
148. Air-conditioning.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
149. <input type="checkbox"/> Central <input checked="" type="checkbox"/> Wall <input type="checkbox"/> Window				Propane tank	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
150. Air exchange system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
151. Carbon monoxide detector.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152. Ceiling fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
153. Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
154. Clothes dryer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
155. Clothes washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
156. Dishwasher.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
157. Doorbell.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
158. Drain tile system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar collectors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
159. Electrical system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
160. Environmental remediation system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Toilet mechanisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
161. (e.g., radon, vapor intrusion)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trash compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
162. Exhaust system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TV antenna system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
163. Fire sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TV cable system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
164. Fireplace..... <u>Not functioning</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV receiver.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
165. Fireplace mechanisms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
166. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
167. Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
168. Garage door auto reverse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water purification system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
169. Garage door opener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
170. Garage door opener remote.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
171. Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172. Heating system (central).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
173. Heating system (supplemental).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
174. Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
175. Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Window treatments.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
176. In-ground pet containment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood-burning stove	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
177. Lawn sprinkler system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178. Microwave.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
179. Plumbing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

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181. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

182. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

183. Are there any items or systems on the Property connected or controlled wirelessly,
184. via Internet protocol ("IP"), to a router or gateway or directly to the cloud? ☐ Yes ☒ No

185. Comments regarding issues in Section C: _____

186. _____

187. D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

188. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

189. Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving the above-described
----- (Check one.) -----

190. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
191. *Subsurface Sewage Treatment System*.)

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

194. E. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.)

195. (Check appropriate box(es).)

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

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

198. ☐ This Property is in a Special Well Construction Area.

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

200. (1) How many properties or residences does the shared well serve? _____ ☐ Yes ☐ No

201. (2) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No

202. If "Yes," what is the annual maintenance fee? \$ _____

203. F. PROPERTY TAX TREATMENT:

204. Preferential Property Tax Treatment

205. Is the Property subject to any preferential property tax status or any other credits
206. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,

207. Non-Profit Status, RIM, Rural Preserve, etc.) ☐ Yes ☒ No

208. If "Yes," would these terminate upon the sale of the Property? ☐ Yes ☐ No

209. Explain: _____

210. _____

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

214. Seller represents that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
----- (Check one.) -----

215. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
216. survive the closing of any transaction involving the Property described here.

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

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

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

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

227. Page 6

228. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

229. Property located at 902 NW 6th Ave Grand Rapids MN 55744

230. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

231. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

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

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

234. (See Disclosure Statement: Methamphetamine Production.)

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

240. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS: MN Statute 299F.51 requires Carbon Monoxide
241. Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not
242. be personal property and may or may not be included in the sale of the home.

243. K. CEMETERY ACT: The following questions are to be answered to the best of Seller's knowledge.

244. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A
245. person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal
246. remains or human burial grounds is guilty of a felony.

247. Are you aware of any human remains, burials, or cemeteries located on the Property? ☐ Yes ☒ No

248. If "Yes," please explain: _____

249. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
250. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
251. Statute 307.08, Subd. 7.

252. L. ENVIRONMENTAL CONCERNS: To your knowledge, have any of the following previously existed or do they
253. currently exist on the Property?

254. (1) Animal/Insect/Pest Infestation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(6) Lead? (e.g., paint, plumbing)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
255. (2) Asbestos?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(7) Mold?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
256. (3) Diseased trees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(8) Soil problems?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
257. (4) Formaldehyde?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(9) Underground storage tanks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
258. (5) Hazardous waste/substances?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(10) Vapor intrusion?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

259. (11) Other? _____ ☐ Yes ☒ No

260. (12) Have you ever been contacted or received any information from any governmental
261. authority pertaining to possible or actual environmental contamination (e.g., vapor
262. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? ☐ Yes ☒ No

263. (13) Are you aware if there are currently, or have previously been, any orders issued
264. on the Property by any governmental authority ordering the remediation of a
265. public health nuisance on the Property? ☐ Yes ☒ No

266. If answer above is "Yes," all orders ☐ HAVE ☐ HAVE NOT been vacated.
------(Check one.)-----

267. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

268. _____

269. _____

270. _____

271. _____

DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

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273. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

274. Property located at 902 NW 6th Ave Grand Rapids MN 55744

275. M. **RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

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

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

298. _____

299. _____
300. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the Property.
----- (Check one.) -----

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

303. _____

304. _____

305. **EXCEPTIONS:** See Section R for exceptions to this disclosure requirement.

306. N. **NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
307. Seller's knowledge.

308. **Notices:** Seller ☐ HAS ☒ HAS NOT received a notice regarding any proposed improvement project from any
----- (Check one.) -----

309. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach
310. and/or explain:

311. _____

312. _____

313. _____

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

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315. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

316. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

317. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
318. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? ☐ Yes ☐ No

319. If "Yes," explain:

320. _____
321. _____
322. _____
323. _____

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

327. Examples of exterior moisture sources may be:

- 328. • improper flashing around windows and doors,
- 329. • improper grading,
- 330. • flooding,
- 331. • roof leaks.

332. Examples of interior moisture sources may be:

- 333. • plumbing leaks,
- 334. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 335. • overflow from tubs, sinks, or toilets,
- 336. • firewood stored indoors,
- 337. • humidifier use,
- 338. • inadequate venting of kitchen and bath humidity,
- 339. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 340. • line-drying laundry indoors,
- 341. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

359. Page 9

360.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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361. Property located at	902 NW 6th Ave	Grand Rapids	MN 55744
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362. **Q. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

363. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

- 364. (1) real property that is not residential real property;
- 365. (2) a gratuitous transfer;
- 366. (3) a transfer pursuant to a court order;
- 367. (4) a transfer to a government or governmental agency;
- 368. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 369. (6) a transfer to heirs or devisees of a decedent;
- 370. (7) a transfer from a co-tenant to one or more other co-tenants;
- 371. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
- 372. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 373. (10) a transfer of newly constructed residential property that has not been inhabited;
- 374. (11) an option to purchase a unit in a common interest community, until exercised;
- 375. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- 376. (13) a transfer to a tenant who is in possession of the residential real property; or
- 377. (14) a transfer of special declarant rights under section 515B.3-104.

380. **MN STATUTES 144.496: RADON AWARENESS ACT**

381. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
382. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

383. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
384. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
385. waive, limit, or abridge any obligation for seller disclosure created by any other law.

386. **No Duty to Disclose:**

387. (A) There is no duty to disclose the fact that the Property
- 388. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 - 389. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 390. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
 - 391. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
 - 392. nursing home.
393. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
394. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
395. manner, provides a written notice that information about the predatory offender registry and persons
396. registered with the registry may be obtained by contacting the local law enforcement agency where the
397. property is located or the Department of Corrections.

398. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs

399. (A) and (B) for property that is not residential property.

400. (D) **Inspections.**

- 401. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
- 402. Property if a written report that discloses the information has been prepared by a qualified third party
- 403. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
- 404. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
- 405. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
- 406. or investigation that has been conducted by the third party in order to prepare the written report.
- 407. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
- 408. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**
409. Page 10

410. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

411. Property located at 902 NW 6th Ave Grand Rapids MN 55744.

412. **R. ADDITIONAL COMMENTS:**

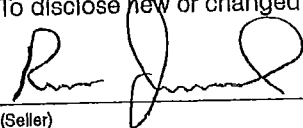
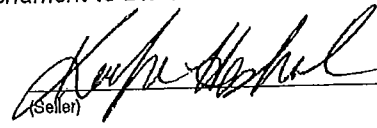
413. _____
414. _____
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417. _____
418. _____
419. _____

420. **S. SELLER'S STATEMENT:**

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

422. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing
423. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
424. In connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement
425. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the
426. real estate licensee representing or assisting a prospective buyer is considered to have been provided to the
427. prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting
428. the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

429. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**
430. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**
431. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**
432. **To disclose new or changed facts, please use the Amendment to Disclosure Statement form.**

433.  6-28-23  6-28-23
(Seller) (Date) (Seller) (Date)

434. **T. BUYER'S ACKNOWLEDGEMENT:**

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

436. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree
437. that no representations regarding facts have been made other than those made above. This Disclosure Statement
438. is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the
439. transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

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

441.  9-1-23 _____
(Buyer) (Date) (Buyer) (Date)

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

MN:DS:SPDS-10 (8/22)

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"

Radon Testing

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

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

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

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

Place the test kit:

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

How are radon tests conducted in real estate transactions?

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

Continuous Radon Monitor (CRM)

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

Simultaneous Short-Term Testing

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

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

Radon Mitigation

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

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

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

Radon Information on the Web:

www.health.state.mn.us/radon

Last Updated 3/2021

MDH Indoor Air Unit

PO Box 64975

St Paul, MN 55164-0975

651-201-4601

800-798-9050

health.indoorair@state.mn.us

 Minnesota



EARNEST MONEY RECEIPT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date _____

2. Time _____

3. Buyer's licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in
4. the amount of \$ 1,000.00 , check number _____ ,
5. related to the Purchase Agreement dated August 27th 2023 , for the property located at
6. 902 NW 6th Ave
(Street)
7. Grand Rapids MN 55744
(City/State/Zip)
8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. **Buyer and Licensee Representing or Assisting Buyer Information:**

11. Chad B. Sterle City of Grand Rapids, MN
(Buyer's Name(s))

12. Jennifer Reyes, Mirabella Realty
(Buyer's Licensee Representing or Assisting Buyer)

MN:EMR (8/19)