



Real Estate Owned Net Sheet

Minnesota Housing Loan Number: 0010637470

Date of Offer: 02/19/2023

Property Address: **1082 Loeb Street, Saint Paul, MN 55117**

Buyer Name: Eyob Gedrekistos

Buyer Type: ☐ Owner Occupant ☒ Investor

Type of Financing: ☐ Conventional ☐ FHA ☐ RD ☐ VA ☒ Cash

Estimated Closing Date:

Offer Price: \$ 40,000.00

Earnest Money: \$ 2,000.00

Seller Costs:

Commission: \$ 2,994.00

Seller Pays: \$ 0.00

Title/Abstract: \$ 425.00

Deed Stamps: \$ 164.67

Taxes: \$ 289.00

Special Assessments: \$ _____

Closing Costs: \$ _____

Approved Repairs: \$ _____

Conservation and
Recording Fees \$ 105.00

Total Seller Costs: \$ 3,977.67

Net Sales Proceeds: \$ 36,022.33

Questions?

Jeramiah Townsend: 651.296.8835 or 800.710.8871, ext. 6-8835

Justin Obenauer: 651.296.3029 or 800.710.8871, ext. 6-3029

MULTIPLE OFFER PROCEDURE FORM

**If you fail to execute and return this document,
the seller may not consider your offer.**

DATE: 01/24/2023

PROPERTY ADDRESS: 1082 Loeb Street, Saint Paul, MN 55117

OFFEROR NAME(S) Eyob GedrekistosSELLING AGENT & BROKER Garth Johnson, The Realty House

Dear Offeror:

WE ARE INVOLVED IN A MULTIPLE OFFER SITUATION ON THE ABOVE REFERENCED PROPERTY. All offers will be considered subject to the following.

- 1: All offers must be in writing-no verbal offers will be accepted
- 2: The listing Agent must receive your written "best" offer no later than

DEADLINE: 2/2/23 by 12:00 Noon**-Late offers will be back up offers only.**

- 3: The Listing Agent will facsimile all "best" offers to Sellers authorized representative no later than close of business that day.
- 4: The following terms and conditions shall be applicable to you and to any offer you wish to submit:
 - a) Seller shall have sole and absolute discretion to accept or reject any offer received. Seller is not required to accept any particular offer, regardless of its terms, and has the absolute right and discretion to reject all offers.
 - b) Subsequent to receipt of offers, Seller shall have the absolute right to deal with any broker and/or one or more offerors to further negotiate the terms and conditions of any offer. In so doing, seller shall have no obligation to negotiate or communicate with each and every other offeror, or with any offeror.
 - c) Under no circumstances shall verbal communications between an offeror and seller or any agent or broker constitute or create an obligation on the part of the seller to sell the property to any one under any terms.
 - d) The acceptance of any offer shall be conditioned upon the subsequent execution by the offeror and seller of a written contract of sale, including all required addenda and setting forth terms and conditions satisfactory to the seller. The seller shall have no obligation to sell the property unless and until such written contract is fully executed
- 5: In the event an accepted offer does not result in a closed escrow, seller reserves the right to re-open negotiations with any offeror and/or seller may request listing agent to solicit new offers.

Please sign below to acknowledge your understand and acceptance of these terms and procedures and return this form to the listing broker no later than the time designated for the transmittal of offers. Failure to transmit such acceptance may prevent your offer from being considered.

ACKNOWLEDGED AND AGREEDEyob Gedrekistos

02/19/23

AGENT/OFFEROR

DATE

The buyer was notified that multiple offers were received and (check one):

☐ The buyer has rescinded the offer to purchase. An offer termination is attached.

☐ The buyer's offer remains the same.

☒ The buyer chooses to revise the previously submitted offer. A new offer is attached.



Maxwell Jankovich
Banker

01/24/2023

1265 Town Centre Dr • Eagan, MN 55123
651-306-1601 OFFICE • 651-306-1623 DIRECT
800-236-8866 TOLL FREE • 651-306-1640 FAX
Maxwell.Jankovich@AssociatedBank.com
NMLS ID: 1970379

To Whom it May Concern,

As of today's date, 01/24/2023 at 11:37 AM, Eyob Gebrekristos' account balances at Associated Bank are as follows:

Checking *2458: \$3,358.10

Checking *7663: \$3,335.49

Money Market *9254: \$34,373.81

CD *2716: \$150,000.00

Please do not hesitate to contact me to confirm the legitimacy of this letter.

Max Jankovich

651-306-1601

PURCHASE AGREEMENT

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1. Date 02/19/23

2. Page 1

3. BUYER (S): Eyob Gedrekistos

4. _____

5. Buyer's earnest money in the amount of Two Thousand6. _____ Dollars (\$ \$2,000)7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.8. _____
9. _____
10. _____

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

12. Street Address: 1082 Loeb Street13. City of St Paul, County of Ramsey14. State of Minnesota, Zip Code 55117, legally described as _____ conform to street address on line 1515. COMO PROSPECT ADDITION N 1/2 OF LOT 10 AND ALL OF LOTS 6 7 8 & LOT 9 BLK 8 **EG**

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. _____

37. **PURCHASE PRICE:**38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 40,000)

39. _____ Dollars,

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

41. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;42. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)43. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)44. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)47. **CLOSING DATE:**

48. The date of closing shall be on or before April 28, 2023

MN:PA-1 (8/22)

EGDS
BL

PURCHASE AGREEMENT49. Page 2 Date 02/19/2350. Property located at 1082 Loeb Street St Paul 55117.51. **MORTGAGE FINANCING:**52. This Purchase Agreement ☐ **IS** ☐ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the
-----*(Check one.)*-----53. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
54. **COSTS** section.55. Such mortgage financing shall be: *(Check one.)*56. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**57. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*58. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**59. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**60. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**61. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**62. ☐ **OTHER** _____

63. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than

64. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage

65. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to

66. use best efforts to secure a commitment for such financing and to execute all documents required to consummate

67. said financing.

68. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
69. to the first mortgage and any subordinate financing. *(Check one.)*70. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
71. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
72. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be73. ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
-----*(Check one.)*-----74. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
75. See the following DVA and FHA Escape Clauses.76. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
77. or before _____.78. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
79. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
80. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
81. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
82. the loan.83. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
84. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
85. are deemed accepted by Buyer:

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

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

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

PURCHASE AGREEMENT89. Page 3 Date 02/19/2390. Property located at 1082 Loeb Street St Paul 55117.

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

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

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

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

(Check one.)

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

(Check one.)

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

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

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

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

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

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

(Check one.)

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

(sale price)

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

PURCHASE AGREEMENT136. Page 4 Date 02/19/23137. Property located at 1082 Loeb Street St Paul 55117.138. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

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

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

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

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

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

144. _____ paid by Seller

145. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**146. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,

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

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

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

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

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

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

155. _____

156. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**157. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
----- (Check one.) -----158. ☐ \$ _____159. ☐ _____ percent (%) of the sale price

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

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

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

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

164. by Seller.

165. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**166. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**167. **INSPECTIONS:**168. Buyer has been made aware of the availability of Property inspections. Buyer ☒ **ELECTS** ☐ **DECLINES** to have a
----- (Check one.) -----

169. Property inspection performed at Buyer's expense.

170. This Purchase Agreement ☒ **IS** ☐ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
----- (Check one.) -----171. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
172. Agreement.173. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**174. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"

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

176. otherwise damages the Property.

177. Seller ☐ **DOES** ☒ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).178. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's

179. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT180. Page 5 Date 02/19/23181. Property located at 1082 Loeb Street St Paul 55117

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

183. Within 7 Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
184. shall be done ("Inspection Period").185. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
186. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
187. intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and
188. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
189. earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end
190. of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement
191. shall be in full force and effect.192. **OTHER INSPECTION ITEMS:**

193. _____

194. _____

195. _____

196. **SALE OF BUYER'S PROPERTY:**

197. (Check one.)

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

200. OR

201. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
202. _____, which is scheduled to close on203. _____ pursuant to a fully executed purchase agreement. If Buyer's
204. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
205. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
206. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
207. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
208. Agreement, if applicable.

209. OR

210. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
211. and closing on any other property.212. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**213. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
214. including all penalties and interest.215. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ /12ths OF real estate taxes
216. due and payable in the year of closing. (Check one.)217. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ /12ths OF real estate taxes due and
218. payable in the year of closing. (Check one.)219. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller ☒ **SHALL** ☐ **SHALL NOT**
220. pay the difference between the homestead and non-homestead. (Check one.)221. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
222. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

MN:PA-5 (8/22)

PURCHASE AGREEMENT223. Page 6 Date 02/19/23224. Property located at 1082 Loeb Street St Paul 55117.**225 DEFERRED TAXES/SPECIAL ASSESSMENTS:**226. ☐ **BUYER SHALL PAY** ☒ **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green
------(Check one.)-----

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

228. ☒ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☐ **SELLER SHALL PAY ON**
------(Check one.)-----229. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
230. payable in the year of closing.231. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PAY** on date of closing all other special assessments levied as
------(Check one.)-----

232. of the Date of this Purchase Agreement.

233. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
------(Check one.)-----234. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
235. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
236. or less, as required by Buyer's lender.)237. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
238. which is not otherwise here provided.

UNKNOWN

239. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☐ **HAS NOT** received a notice
------(Check one.)-----240. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
241. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing
242. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on
243. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
244. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
245. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
246. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
247. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
248. directing all earnest money paid here to be refunded to Buyer.**249. ADDITIONAL PROVISIONS:**250. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement ☐ **IS** ☒ **IS NOT** subject to
------(Check one.)-----

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

252. (If answer is **IS**, said cancellation shall be obtained no later than _____).253. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
254. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
255. be refunded to Buyer.)256. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)257. ☐ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED** ☐ **TRUSTEE'S DEED**258. ☒ **OTHER:** Limited **DEED** joined in by spouse, if any, conveying marketable title, subject to

259. (a) building and zoning laws, ordinances, and state and federal regulations;

260. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

261. (c) reservation of any mineral rights by the State of Minnesota;

262. (d) utility and drainage easements which do not interfere with existing improvements;

263. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

264. _____; and

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

266. _____.

PURCHASE AGREEMENT267. Page 7 Date 02/19/23268. Property located at 1082 Loeb Street St Paul 55117.269. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*270. ☒ **IMMEDIATELY AFTER CLOSING;** or271. ☐ **OTHER:** _____.272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
273. by possession date.274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
277. Agreement.278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:

282. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
283. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
284. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
285. assisting Seller, upon cancellation of this Purchase Agreement; and
286. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
287. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
288. title opinion at Buyer's selection and cost and provide a copy to Seller.

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

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

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

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

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

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

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

PURCHASE AGREEMENT320. Page 8 Date 02/19/23321. Property located at 1082 Loeb Street St Paul 55117.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PURCHASE AGREEMENT371. Page 9 Date 02/19/23372. Property located at 1082 Loeb Street St Paul 55117.373. **(Check appropriate boxes.)**

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

375. **CITY SEWER** ☒ **YES** ☐ **NO** / **CITY WATER** ☒ **YES** ☐ **NO**376. **SUBSURFACE SEWAGE TREATMENT SYSTEM**377. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
(Check one.)378. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*379. *Statement: Subsurface Sewage Treatment System.*)380. **PRIVATE WELL**381. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
(Check one.)382. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)383. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
(Check one.)384. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**385. (If answer is **IS**, see attached *Addendum.*)386. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**387. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**388. **TREATMENT SYSTEM.**389. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/
390. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
391. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)392. ☐ A Home Protection/Warranty Plan will be obtained by ☐ **BUYER** ☐ **SELLER** and paid for by
(Check one.)393. ☐ **BUYER** ☐ **SELLER** to be issued by _____
(Check one.)

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

395. ☒ No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
396. to purchase a Home Protection/Warranty Plan.397. **AGENCY NOTICE**398. Garth Johnson is ☒ **Seller's Agent** ☐ **Buyer's Agent** ☐ **Dual Agent** ☐ **Facilitator.**
(Licensee) (Check one.)399. The Realty House
(Real Estate Company Name)400. Shana Koland is ☐ **Seller's Agent** ☒ **Buyer's Agent** ☐ **Dual Agent** ☐ **Facilitator.**
(Licensee) (Check one.)401. Exp Realty
(Real Estate Company Name)402. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

PURCHASE AGREEMENT403. Page 10 Date 02/19/23404. Property located at 1082 Loeb Street St Paul 55117.405. **DUAL AGENCY REPRESENTATION**406. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**407. ☒ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 408-424.*408. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 409-424.*

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

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

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

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

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

422. Seller _____ Buyer _____

423. Seller _____ Buyer _____

424. Date _____ Date _____

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

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

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

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

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

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

PURCHASE AGREEMENT444. Page 11 Date 02/19/23445. Property located at 1082 Loeb Street St Paul 55117.446. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
447. and all addenda must be fully executed by both parties and a copy must be delivered.448. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
449. this transaction constitute valid, binding signatures.450. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
451. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
452. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
453. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
454. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
455. Agreement.456. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
457. for deed.458. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
459. (1) of this Purchase Agreement.460. **OTHER:**

461. _____

462. _____

463. _____

464. _____

465. _____

466. _____

467. _____

468. _____

469. _____

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

PURCHASE AGREEMENT488. Page 12 Date 02/19/23489. Property located at 1082 Loeb StreetSt Paul55117490. I agree to sell the Property for the price and on the
491. terms and conditions set forth above.492. **I have reviewed all pages of this Purchase**
493. **Agreement.**I agree to purchase the Property for the price and on
the terms and conditions set forth above.**I have reviewed all pages of this Purchase**
Agreement.494. ☐ If checked, this Purchase Agreement is subject to
495. attached **Addendum to Purchase Agreement:**
496. **Counteroffer** and the Final Acceptance Date shall be
497. noted on the **Addendum.**498. **FIRPTA:** Seller represents and warrants, under penalty
499. of perjury, that Seller ☐ IS ☒ **IS NOT** a foreign person (i.e., a
----- (Check one.) -----500. non-resident alien individual, foreign corporation, foreign
501. partnership, foreign trust, or foreign estate for purposes of
502. income taxation. (See lines 430-443.) This representation
503. and warranty shall survive the closing of the transaction
504. and the delivery of the deed.505. X Ben Landwehr
(Seller's Signature) 2/27/2023 | 10:07:48 AM CST (Date)X Eyob Gedrekistos 02/19/23
(Buyer's Signature) (Date)506. X _____
(Seller's Printed Name)X Eyob Gedrekistos
(Buyer's Printed Name)507. X _____
(Seller's Signature) (Date)X _____
(Buyer's Signature) (Date)508. X _____
(Seller's Printed Name)X _____
(Buyer's Printed Name)509. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
510. is the date on which the fully executed Purchase Agreement is delivered.511. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
512. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**513. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**
514. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
515. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**516. SELLER(S) _____ BUYER(S) Eyob Gedrekistos 02/19/23

517. SELLER(S) _____ BUYER(S) _____

WIRE FRAUD ALERT



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

THESE SOPHISTICATED CRIMINALS COULD:

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

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

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

Authentisign
Eyob Gedrekistos

02/19/23

(Signature)

(Date)

(Signature)

(Date)

M.S.B.A. Real Property Form No. 19 (2005, 2017)

Addendum to Purchase Agreement: Title Issues

PAGE 1

ADDENDUM TO PURCHASE AGREEMENT: TITLE ISSUES

© Copyright 2005, 2017 by Minnesota State Bar Association, Minneapolis, Minnesota. No copyright is claimed for statutory text. BEFORE YOU USE OR SIGN THIS ADDENDUM, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

WARNING TO SELLER AND BUYER: The issues in this Addendum generally require the assistance of a lawyer with experience in real estate title law. If you do not understand the terms of this Addendum, do not sign it until you have been advised by your lawyer.

This Addendum is a continuation of the Purchase Agreement dated 02/23/23, 20____ by
and between Minnesota Housing Finance Agency as Seller, and
Eyob Gedrekistos, as Buyer, for property located at:
1082 Loeb Street, Saint Paul, MN 55117

This addendum modifies the provisions of Paragraph 6 of M.S.B.A. Real Property Form No. 1, MINNESOTA STANDARD RESIDENTIAL PURCHASE AGREEMENT. Seller discloses that Seller will deliver good and marketable title of record to Buyer at closing subject to:

[Check and initial each term that applies to this Purchase Agreement. Use attachments and supplemental sheets to provide complete disclosure.]

☐ **Encumbrances.** *[Describe each encumbrance or lien. Do not list the liens for property taxes or special assessments as those are covered in Paragraph 7 of the Purchase Agreement. Attach a photocopy of each note and mortgage, contract for deed, or lien instrument that will not be paid, released, or satisfied before or at closing.]*

[Check here if Buyer is assuming an encumbrance:]

☐ **Assumption of Encumbrances.** M.S.B.A. Real Property Form No. 7, **FINANCING ADDENDUM FOR ASSUMPTION**, is attached to the Purchase Agreement.

☐ **Reservation of any mineral rights by the State of Minnesota.** There *[select one]* has / has not been any mining activity on the property. *[If there has been mining activity, describe in detail:]*

☐ **Utility, drainage, and other easements.** *[Describe easements in detail; attach copies of the easement instruments; and attach a copy of the plat, a survey, or other depiction.]*

There are / are no improvement or structures within the easement areas. *[If there are, describe and depict on an attachment.]*

☐ **Covenants, conditions, or restrictions of any kind, as stated in a deed, in a declaration (without an association), or in another recorded instrument.** *[Attach copies.]*

M.S.B.A. Real Property Form No. 19 (2005, 2017)

Addendum to Purchase Agreement: Title Issues

PAGE 2

☐ **Public Road or Right-of-Way.** *[Describe in detail. Attach sketch or copies of documents.]*

☐ **Riparian Rights.** *[Describe in detail.]*

☒ **Other title matters.** *[If there are tenants or other parties in possession use ADDENDUM TO PURCHASE AGREEMENT: TENANTS AND PARTIES IN POSSESSION, M.S.B.A. Real Property Form No. 20.]*

Buyer and Seller acknowledge that Property is currently listed by the City of Saint Paul as a Category III vacant property however Seller is not restricted by the provisions in City Code 33.03(f)(6). Sale is subject to the following provisions as required by the City of Saint Paul:

1. Buyer must post a \$5,000 performance deposition with the City's Department of Safety & Inspections;
2. Buyer must submit to the City evidence of financing sufficient to complete the rehabilitation expected to exceed \$65,000.
3. Buyer must submit to the City an affidavit indicating the finances for the rehab will be dedicated to completing the project and will not be diverted prior to a Code Compliance Certificate is issued;
4. Buyer must submit to the City a workplan, sworn construction statement or scope of work with signed subcontractor bids and a schedule for completion of the project; and
5. Buyer will maintain property prior to title transfer and completion of sale.

This Addendum is signed contemporaneously with the signing of the Purchase Agreement.

I agree to the terms and conditions set forth above.

Signed by: Ben Landwehr
 SELLER: E3D36BC1F1424ED...

(date)

2/27/2023 | 10:07:48 AM CST

SELLER: _____
 (date)

I agree to the terms and conditions set forth above.

Signed by: Eyob Gedrekistos
 BUYER: Eyob Gedrekistos

02/23/23

(date)

BUYER: _____
 (date)

M.S.B.A. Real Property Form No. 19 (2005, 2017)

Addendum to Purchase Agreement: Title Issues

PAGE 3

SUPPLEMENTAL PAGE

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

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1. Date 1/19/2023

2. Page 1 of 2

3. Addendum to Purchase Agreement between parties, dated 02/19/23, 20_____,
4. pertaining to the purchase and sale of the property at 1082 Loeb St. Saint Paul MN, 55117
5. _____

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 hazards
20. 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 of 2

37. Property located at 1082 Loeb St. Saint Paul MN, 55117
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 information
57. provided by the signatory is true and accurate.

58. DocuSigned by: Ben Landwehr 02/19/23
(Seller) (Date) (Buyer) (Date)
1/19/2023 | 9:12:26 AM CST
59. (Seller) (Date) (Buyer) (Date)
60. Shana Koland 02/19/23
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

REAL ESTATE DISCLOSURE ADDENDUM AND RELEASE**Property Address:** 1082 Loeb Street, Saint Paul, MN 55117

Buyer(s) and Buyer(s) Agent acknowledge that they are aware that due to possible water damage and/or excessive moisture mold, mildew and/or other microscopic organisms may be present within the subject property. Buyer(s) and Buyer(s) Agent are aware that exposure to certain species of mold may pose serious health risks, particularly in individuals with immune system deficiencies, allergies or respiratory problems, and young children and elderly persons. To the best of Seller's knowledge, no tests have been performed and no investigation undertaken in connection with mold fungal spores or my other microscopic organisms that may be present within the subject property. Buyer(s) and Buyers(s) Agent acknowledge the property is being sold and conveyed "AS IS". Buyer(s) and Buyer(s) Agent further acknowledge that under the terms of the Contract of Sale. Buyer(s) have had, or will have had, prior to closing, full and timely opportunity to make a complete inspection of the subject property, including any environmental inspection or investigation of the subject property. Buyer(s) and Buyer(s) Agent agree that the purchase price of the property reflects the agreed upon value of the property "AS IS", including the aforementioned disclosures.

Buyer further acknowledges that Minnesota Statute 229.51 requires installation of a UL listed Carbon Monoxide alarm within 10 feet of any lawful sleeping area. Buyer assumes responsibility for installing aid alarms to comply with the law.

Buyer is responsible for any water or utility reconnection fees. In the event that utilities are disconnected for any reason Seller will not reconnect or reactivate them.

Seller has not made and does not make any express or implied representation or warranty of any kind with respect to the environmental condition of the subject property or whether it is in compliance with any local, state, or federal environmental law, code, or standard. Buyer(s) and Buyer(s) Agent hereby agree not to pursue any claim against Seller or its Agents for any violation of any such laws, codes, standards, or for cost incurred in conducting investigations pursuant to such laws, codes, or standards. In addition, Buyer(s) and Buyer(s) Agent agree to fully and forever release, discharge and hold harmless Seller, its agents, employees, contractors, and representatives from and against any claims, damages, losses, costs or expenses of any kind sustained or arising directly or indirectly from or in connection with any known or unknown condition of the subject property.

Buyer  Eyob Gedrekistos Date 02/19/23

Buyer _____ Date _____

Buyer Agent  Shana Koland Date 02/19/23

ADDENDUM TO PURCHASE AGREEMENT

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02/19/23

1. Date _____

2. Page _____

3. Addendum to Purchase Agreement between parties, dated 02/19/23 .20 _____ pertaining to the
4. purchase and sale of the property at 1082 Loeb Street, Saint Paul, MN 55117
5. Buyer(s) hereby acknowledges they have examined the property both physically
6. and politically, ie check assessments, truth in housing and/or code compliance
7. requirements, zoning, rental licensing requirements, etc.
- 8.
9. Buyer(s) will assume all R & R's on city truth in housing/code compliance/point
10. of sale report. Buyer(s) will assume all inspection, registration, permit, vacant building
11. registration fees and/or bond fees required by city.
- 12.
13. Buyer must check with city and assume stop box repairs and/or replacement.
14. If applicable buyer will sign city escrow agreement and escrow funds with the
15. city, county, and/or buyers lender for any and all required R & R's, work orders,
16. code compliance, septic system, wells, city sewer upgrades, repairs or connection,
17. stop box repairs or replacement, meter repair or replacement, etc.
- 18.
19. Buyer(s) will assume any city assessments or charges for connecting or
20. disconnecting the water meter on the subject property. Some cities including but
21. not limited to the city of Minneapolis can assess a water meter tampering or
22. replacement charge of approximately \$200.00. This fee must be paid for by the
23. buyer.
- 24.
25. Buyer(s) to be responsible for purchase and installation of carbon monoxide
26. detectors per Minnesota Law.
- 27.
28. If there is any conflict between the MAR purchase agreement and the sellers counter
29. offer addendums, the sellers counter offer addendums shall control.
30. Ben Landwehr Eyob Gedrekistos 02/19/23
31. E3D36BC1F1424FD... Authentisign
- (Seller) (Date) (Buyer) (Date)
- 2/27/2023 | 10:07:48 AM CST
32. _____
- (Seller) (Date) (Buyer) (Date)

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

Seller has not occupied or inspected the property and makes no representations as to the condition of the property.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

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1. Date 1/19/2023
2. Page 1 of 7 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at 1082 Loeb St.
6. City of Saint Paul, County of Ramsey, State of Minnesota.

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

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

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

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

23. The inspection report was prepared by _____

24. _____

25. and dated _____, 20____.

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

28. _____

29. _____

30. _____

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

33. _____

34. _____

35. _____

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

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

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

Seller has not occupied or inspected the property and makes no representations as to the condition of the property.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

47. Page 2

48. Property located at 1082 Loeb St. Saint Paul MN, 55117

49. OTHER REQUIRED DISCLOSURES:

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

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

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

59. ☐ There is a subsurface sewage treatment system on or serving the above-described real property.

60. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

61. ☐ There is an abandoned subsurface sewage treatment system on the above-described real property.

62. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

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

65. ☒ Seller certifies that Seller does not know of any wells on the above-described real property.

66. ☐ Seller certifies there are one or more wells located on the above-described real property.

67. (See *Disclosure Statement: Well.*)

68. Are there any wells serving the above-described property that are not located on the property? ☐ Yes ☐ No

69. To your knowledge, is the property in a Special Well Construction Area? ☐ Yes ☐ No

70. Comments: _____

71. _____

72. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)

73. There ☐ IS ☒ IS NOT an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments: _____

78. _____

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

82. Seller represents that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described here.

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

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

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

Seller has not occupied or inspected the property and makes no representations as to the condition of the property.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

95. Page 3

96. Property located at 1082 Loeb St. Saint Paul MN, 55117

97. E. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

99. ☒ Seller is not aware of any methamphetamine production that has occurred on the property.

100. ☐ Seller is aware that methamphetamine production has occurred on the property.

101. (See Disclosure Statement: Methamphetamine Production.)

102. F. RADON DISCLOSURE:

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

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

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

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
114. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
115. can be found at www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

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

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

123. (a) Radon test(s) ☐ HAVE ☒ HAVE NOT occurred on the property.

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

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

126. _____

127. _____

128. _____

129. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the property.

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

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

132. _____

133. _____

134. _____

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

Seller has not occupied or inspected the property and makes no representations as to the condition of the property.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

139. Page 4

140. Property located at 1082 Loeb St. Saint Paul MN, 55117

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

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

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

148. Examples of exterior moisture sources may be

- 149. • improper flashing around windows and doors,
- 150. • improper grading,
- 151. • flooding,
- 152. • roof leaks.

153. Examples of interior moisture sources may be

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

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

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

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

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

Seller has not occupied or inspected the property and makes no representations as to the condition of the property.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

179. Page 5

180. Property located at 1082 Loeb St. Saint Paul MN, 55117

181. K. SELLER'S STATEMENT:

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

183. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
184. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
185. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
186. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
187. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
188. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
189. provide a copy to the prospective buyer.

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

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

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

DocuSigned by:

Ben Landwehr

201.

F3D36861F1424FD

(Seller)

1/19/2023 | 9:12:26 AM CST

(Seller)

(Date)

202. L. BUYER'S ACKNOWLEDGEMENT:

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

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

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

Eyob Gedrekistos

210.

02/19/23

(Buyer)

(Date)

(Buyer)

(Date)

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

Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, it 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 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; and
5. a radon warning statement.

MDH Minnesota
Department of Health
INDOOR AIR UNIT

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.



MDH Radon Program
PO Box 64975
St Paul, MN 55164-0975
health.indoor@state.mn.us
www.health.state.mn.us/radon
651-201-4601
800-798-9050

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. 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. Test for at least 48 hours.

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:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- *four inches away from other objects*
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

Radon mitigation is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

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 test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

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".

How are radon tests conducted in real estate transactions? There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



All radon tests should be conducted by a certified professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.



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 1082 Loeb Street .
55. City of Saint Paul , County of Ramsey-MN ,
56. State of Minnesota, Zip Code 55117 .
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 February 19th 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. _____ 02/19/2023
(Seller's Signature) (Date) (Buyer's Signature) (Date)

69. DECLINED Eyob Gedrekistos
(Seller's Printed Name) (Buyer's Printed Name)

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

71. _____
(Seller's Printed Name) (Buyer's Printed Name)

72. _____ 02/19/2023
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. The Realty House eXp Realty
(Company Name) (Company Name)

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

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

**ADDENDUM TO PURCHASE AGREEMENT**

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 February 19th, 2023

2. Page 1

3. Addendum to Purchase Agreement between parties, dated February 19th 2023
 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
 5. 1082 Loeb Street Saint Paul MN 55117.

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

8. Sale is subject to performance bond being approved by the city of Saint Paul.

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30.

DocuSigned by:

*Ben Landwehr*31. E3D36BC1F1424FD...

(Seller)

2/27/2023 | 10:07:48 AM CST

(Date)

Authentisign

Eyob Gedrekistos

(Buyer)

02/19/2023

(Date)

32.

(Seller)

(Date)

(Buyer)

(Date)

33.

34.

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

MN-APA (8/20)

DEPARTMENT OF SAFETY AND INSPECTIONS
Ricardo X. Cervantes, Director



CITY OF SAINT PAUL

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

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

February 14, 2023 **Code Compliance Report**

The Realty House
5810 W 78TH ST
MINNEAPOLIS MN 55439

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

Re: 1082 Loeb St
File#: 19 089441 VB3

Dear Property Owner:

The following is the Code Compliance report you requested on January 23, 2023.

Please be advised that this report is accurate and correct as of the date February 14, 2023. All deficiencies identified by the City after this date must also be corrected and all codes and ordinances must be complied with. This report is valid for 365 days from February 14, 2023. This report may be used in lieu of a Truth in Housing Report required in St Paul Legislative Code 189. This building must be properly secured and the property maintained at all times.

In order to sell or reoccupy this property the following deficiencies must be corrected:

ZONING

1. This property is in a(n) R4 zoning district.
2. This property was inspected as a Single Family Dwelling.

BUILDING Inspector: Clint Zane Phone: 651-266-9029

- Insure basement cellar floor is even, is cleanable, and all holes are filled. SPLC 34.10 (1)
- Tuck Point interior/exterior of foundation as necessary. SPLC 34.09 (1)
- Permanently secure top and bottom of support posts in an approved manner. MNRC Ch 1309 Sect. 407.3
- Provide adequate access, ventilation and clearance in crawl space area. MNRC Ch 1309 Sect. 408

Re: 1082 Loeb St
February 14, 2023
Page 2

- Install handrails (34 inches - 38 inches above each nosing) and guardrails (36 inch minimum) at all stairways, and return hand rail ends into a newel post or wall per attachment. MNRC Ch 1309 Sect. 311 & 312
- Repair or Replace any deteriorated window sash, broken glass, sash holders, re-putty, etc as necessary. SPLC 34.09 (3)
- Provide complete storms and screens, in good repair for all door and window openings. SPLC 34.09 (3e)
- Provide functional hardware at all doors and windows. SPLC 34.09 (3f)
- Exit doors shall be capable of being opened from the inside, easily and without the use of a key. Remove all surface bolts. SPLC 34.09 (3h)
- Repair or replace damaged doors and frames as necessary, including storm doors. SPLC 34.09 (3f)
- Weather seal exterior doors, threshold and weather-stripping. SPLC 34.09 (3f)
- Install floor covering in bathroom and kitchen that is impervious to water. SPLC 34.10 (4)
- Repair walls, ceiling and floors throughout, as necessary. SPLC 34.34 (6)
- Prepare and paint interior and exterior as necessary. Observe necessary abatement procedures (EPA, MPCA and St. Paul Legislative Code, Chapter 34 for additional information) if lead base paint is present. SPLC 34.33 (1)
- Any framing members that required repair or do not meet code (where wall and ceiling covering is removed, members that are over-spanned, over-spaced, not being carried properly, door and window openings that are not adequately supported, etc.) are to be reconstructed in an approved manner. SPLC 34.34 (1)
- ***The floor/ceiling joists are over-spanned.
- Air-seal and insulate attic/access door. MN Energy Code Ch 1322.1102.4
- Install Smoke Detectors/Carbon Monoxide Detectors per MN Conservation Code and the MN Dept. of Labor and Industry: Install per code where feasible. MNRC Ch 1309 Sect 313.2.1
- Provide weather sealed, air sealed and vermin sealed exterior. SPLC 34.32 (2)
- Replace or repair landing and stairway per code. SPLC 34.09 (2)
- ***Stairways and landings leading to entries and stairway connecting basement to main level need replacement.
- Repair siding, soffit, fascia, trim, etc. as necessary. SPLC 34.09 (1)
- ***Replacement will be necessary. Consult with building inspector on this.
- Provide proper drainage around house to direct water away from foundation of house. SPLC 34.08 (2)
- Provide proper drainage around house to direct water away from foundation of garage. SPLC 34.08 (2)
- Replace house and garage roof covering and vents to code. SPLC 34.09 (1)
- Install flashing in an approved manner at the intersection of the roof with walls, chimneys, and other conjoined surfaces. SPLC 34.09 (1)
- Repair chimney in an approved manner. SPLC 34.09 (1)
- Provide general rehabilitation of garage. SPLC 34.32 (3)

Re: 1082 Loeb St
February 14, 2023
Page 3

- Install address numbers visible from street and on the alley side of garage. SPLC 70.01
- Remove trees which are against foundation of home and garage. SPLC 34.09 (1b)
- See attachment for permit requirements and appeals procedure.
- This property is designated by the Vacant Buildings Department as a Category #3 which requires a \$5,000.00 Performance Bond or Deposit at the time the permit is issued.
- Provide plans and specifications for any portion of the building that is to be rebuilt.
- Roof, sidewalks, etc. snow covered and could not be inspected. All must meet appropriate codes when completed.
- Interior of garage not available for inspection. Repair per applicable codes.
- This property was inspected as a Single Family Dwelling.
- A building permit is required to correct the above deficiencies.

ELECTRICAL Inspector: Randy Klossner Phone: 651-266-9032

- Properly wire hood fan above range to current NEC.
- Properly wire dishwasher to current NEC.
- Repair the electrical service grounding conductor to the metallic water piping system. Install a conductor sized to Table 250.66 (NEC) from the electrical service to within 5' of the entrance point of the water service, and bond around the water meter. Article 250, NEC
- Provide a complete circuit directory at service panel indicating location and use of all circuits. Article 408.4, NEC
- Verify that fuse/circuit breaker amperage matches wire size in panel. Replace improperly sized overcurrent devices. Article 240.4, NEC
- Close openings in service panel/junction boxes with knockout seals, breaker blanks, proper cable clamps, and/or junction box covers. Article 110.12 (A), NEC
- Properly strap and support cables and/or conduits. Chapter 3, NEC
- Remove all cord wiring used as a substitute for fixed wiring. Article 400.8, NEC
- Repair or replace all broken, painted over, corroded, missing or loose receptacles, luminaires (light fixtures), switches, covers and plates to current code. Article 406.4(D) & Article 410, NEC
- Check all receptacles for proper polarity (including 2-prong) and verify ground on 3-prong receptacles. Ensure all GFCI receptacles are functioning properly. Rewire and/or replace receptacles that are improperly wired or not functioning properly. Article 406.4(D), NEC
- Install box extensions on devices mounted in wood paneling. Article 314.20, NEC
- Properly support/wire exterior luminaire (light fixture) at entry door. Articles 110.3 (B), 314.20, NEC
- Remove and/or rewire all illegal, improper or hazardous wiring to current NEC.

Re: 1082 Loeb St
 February 14, 2023
 Page 4

- Repair damaged electrical current NEC.
- Provide listed boxes for all light fixtures including the outdoor lights.
- Insure garage is wired to NEC standards.
- All added receptacles must be grounded, tamper-resistant and be on an Arc-Fault Circuit Interrupter-protected circuit.
- Any open walls or walls that are opened as part of this project must be wired to the standards of the current NEC.
- All electrical work must be done by a Minnesota-licensed electrical contractor under an electrical permit.

PLUMBING Inspector: Rebecca Perry Phone: 651-266-9040

- Attic - Piping Vents - (MPC 2520 Subp.1) Provide the proper full size vent through the roof.
- Basement - Gas Piping - (MFGC 406.4.1) Conduct a witnessed pressure test on gas piping system.
- Basement - Gas Piping - (MFGC 411) Install an approved shut off; connector and gas piping for the dryer.
- Basement - Gas Piping - (MFGC 411) Install an approved shut off; connector and gas piping for the range.
- Basement - Gas Piping - (MFGC 411) Replace improper piping or fittings.
- Basement - Gas Piping - (MFGC 614.1-614.7) Vent clothes dryer to code.
-
- Basement - Gas Piping - (MMC 103) Remove all disconnected gas lines and unapproved valves.
- Basement - Gas Piping - (MMC 103) Replace corroded gas piping/fittings.
- Basement - Plumbing - General - (MPC .0101 Subp. 6) Remove all unused waste, vent, water and gas piping to the main and cap or plug to code.
-
- Basement - Soil and Waste Piping - (MPC 707.4) Install a clean out at the upper terminal at each horizontal drainage pipe.
-
- Basement - Soil and Waste Piping - (MPC 709.1) Install a front sewer clean out.
- Basement - Water Heater - (MPC .0100 Q) The water heater must be fired and in service.
- Basement - Water Heater - (MPC 501) Install the water piping for the water heater to code.
- Basement - Water Meter - (MPC 609.11 & SPRWS Sec.88.14) The water meter must be installed and in service.
- Basement - Water Piping - (MPC 301.1 (3)) Repair or replace all the corroded, broken, or leaking water piping.
- Basement - Water Piping - (SPRWS 93.07) Provide a one (1) inch water line to the first major take off.
- Exterior - Lawn Hydrants - (MPC 301.1) Repair or replace the lawn hydrants that are broken or have parts missing.
-

Re: 1082 Loeb St
February 14, 2023
Page 5

- Exterior - Lawn Hydrants - (MPC 603.5.7) The lawn hydrant(s) require a backflow preventer.
-
- First Floor - Basement - Sink - (MPC .0100 E & 901) Install a proper fixture waste and vent to code.
- First Floor - Basement - Soil and Waste Piping - (MPC 704 & 706) Replace all improper connections, transitions, fittings or pipe usage.
- First Floor - Piping Vents - (MPC 904 & 906.7) Install the correct size piping vents.
-
- First Floor - Piping Vents - (MPC 906.5) Repair or replace the broken piping, improper or no flashing.
-
- First Floor - Sink - (MPC 301.1) Repair/replace the fixture that is missing, broken or has parts missing.
- First Floor - Tub and Shower - (MPC 402.11) Provide access.
- First Floor - Tub and Shower - (MPC 408.3) Install scald and thermal shock protection, ASSE Standard 1016.
- First Floor - Tub and Shower - (MPC 409.2) Provide an approved waste stopper
-
- First Floor - Tub and Shower - (MPC 701) Install the waste and vent piping to code.
- All the above corrections to waste, vent, water, and gas piping shall be per the Minnesota Plumbing Code Chapter 4715 & Chapter 326, the Minnesota Mechanical Code, the Minnesota Fuel Gas Code, and the Saint Paul Regional Water Code. All plumbing must be done by a plumbing contractor licensed in the State of Minnesota and the City of St. Paul under an approved permit.

HEATING Inspector: Laurent Wickland Phone: 651-266-9031

- Clean and Orsat test furnace/boiler burner. Check all controls for proper operation. Check furnace heat exchanger for leak; provide documentation from a licensed contractor that the heating unit is safe to operate.
- Install approved metal chimney liner.
- Replace furnace/boiler flue venting to code.
- Connect furnace/boiler and water heater venting into chimney liner.
- Vent clothes dryer to code.
- Provide adequate combustion air and support duct to code.
- Provide support for gas lines to code.
- Plug, cap and/or remove all disconnected gas lines.
- Install furnace air filter access cover.
- Clean all supply and return ducts for warm air heating system. Provide documentation from a licensed duct-cleaning contractor that the duct system has been cleaned.
- Repair and/or replace heating registers as necessary.

Re: 1082 Loeb St
February 14, 2023
Page 6

- Provide heat in every habitable room and bathrooms. Provide a means of returning air from every habitable room to the furnace. Return air can not be taken from closets, bathrooms, toilet rooms, kitchen or mechanical rooms.
- Mechanical permits are required for the above work.
-

Notes:

- See attachment for permit requirements and appeals procedure.
- This property is designed by the Vacant Buildings Department as a Category #3 which requires a \$5000.00 Performance Bond or Deposit at the time the permit is issued.
- Provide plans and specifications for any portion of the building that is to be rebuilt.
- This property is in a designated Heritage Preservation District and all exterior work is subject to HPC guidelines and review before permits are issued. See attached explanation of design review process.
- Most of the roof covering could not be inspected from grade. Recommend this be done before rehabilitation is attempted.
- Roof, sidewalks, etc. snow covered and could not be inspected. All must meet appropriate codes when completed.
- There was considerable storage/clutter within property at the time of the inspection. Property is to meet appropriate Codes when complete.
- Interior of garage not available for inspection. Repair per applicable codes.
- Any items noted as recommended to not have to be completed for code compliance but should be completed at a later date. Possible purchasers of property shall be made aware of these items.
- The building is approved for dwelling units but contains dwelling units. Obtain approval for additional units or remove the excess dwelling units. If the additional units are approved, maintain the required fire-separation between dwelling units and between units and common area.

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

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

Re: 1082 Loeb St
February 14, 2023
Page 7

If you have any questions regarding this inspection report, please contact Clint Zane between 7:30 - 9:00 AM at 651-266-9046 or leave a voice mail message.

Sincerely,

Clint Zane
Code Compliance Officer
Department of Safety and Inspections
City of Saint Paul
375 Jackson Street, Suite 220
Saint Paul MN 55101
Phone: 651-266-9029
Email: clint.zane@ci.stpaul.mn.us

JLS:ml
Attachments



SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8989 | Fax: 651-266-9124

January 13, 2023

NOTICE OF PUBLIC HEARINGS

To All Known Responsible and/or Interested Parties:

The Saint Paul City Council and the Legislative Hearing Officer of the City Council have scheduled public hearings to consider a Council Resolution ordering the repair or removal of the building(s) located at **1082 LOEB ST.**

With the following Historic Preservation information: NONE

In accordance with the provisions of the Saint Paul Legislative Code Chapter 45, all owners of record and other interested parties with a known interest in this building(s) are hereby notified of these hearings. At these hearings, testimony will be heard from the Code Enforcement Officer and any other parties who wish to be heard. The Council will adopt a resolution describing what action, if any, the Council deems appropriate.

Please be advised the Public Hearing before the Legislative Hearing Officer is scheduled for:

Tuesday, February 14, 2023, at 9:00 a.m. in Room 330, City Hall, 15 West Kellogg Boulevard, Saint Paul, MN 55102

The Legislative Hearing Officer will hear the evidence and make a recommendation for action to the full City Council:

Wednesday, March 22, 2023, at 3:30 p.m. in the City Council Chambers, 3rd Floor, City Hall, 15 West Kellogg Boulevard, Saint Paul, MN 55102

All costs incurred by the City, including inspection costs, administrative costs, title searches, filing fees and, if necessary, demolition and removal expenses, will be assessed against the real estate as a special assessment to be collected in the same manner as real estate taxes. If you have any questions concerning this matter please call the Vacant/Nuisance Buildings Code Enforcement Officer **Steve Wagner** at (651)266-1928, or you may leave a voice mail message.

Sincerely,

Steve Wagner

Steve Wagner
Manager of Code Enforcement

pubhrng60183 07/11



SAINT PAUL
SAFETY & INSPECTIONS

DEPARTMENT OF SAFETY & INSPECTIONS (DSI)
ANGIE WIESE, PE(MN), CBO, DIRECTOR

375 Jackson Street, Suite 220

Saint Paul, MN 55101-1806

Tel: 651-266-8989 | Fax: 651-266-9124

December 12, 2022

Darlene I Helen
1082 Loeb St
St Paul MN 55117-4728

Minnesota Housing Finance Agency
c/o US Bank National Association
4801 Frederica St
Owensboro KY 42301

Michael Schleisman
Halliday, Watkins & Mann PC
101 Fifth Street E Suite 2626
Saint Paul MN 55101

Altisource Portfolio Solutions
7730 Market Center Ave Suite 100
El Paso TX 79912

Order to Abate Nuisance Building(s)

Dear Responsible or Interested Party:

The Vacant/Nuisance Buildings Unit, Department of the Department of Safety and Inspections, Division of Code Enforcement, hereby declares the premises located at:

1082 LOEB ST

With the following Historic Preservation information: NONE

and legally described as follows, to wit:

COMO PROSPECT ADDITION N 1/2 OF LOT 10 AND ALL OF LOTS 6 7 8 & LOT 9 BLK 8

to comprise a nuisance condition in violation of the Saint Paul Legislative Code, Chapter 45.02, and subject to demolition under authority of Chapter 45.11.

On December 1, 2022, a Building Deficiency Inspection Report was compiled and the following conditions were observed.

This list of deficiencies is not necessarily all the deficiencies present at this time. This building(s) is subject to the restrictions of Saint Paul Ordinance Chapter 33.03 and shall not again be used for occupancy until such time as a Certificate of Compliance or a Certificate of Occupancy has been issued. All repairs must be in accordance with appropriate codes. Changes or additions to the electrical system, mechanical system, or the plumbing system may necessitate updating or upgrading the systems involved.

December 12, 2022
1082 LOEB ST
Page 2

This is a one-and-one-half story, wood frame, single-family dwelling with a detached one-stall garage.

DEFICIENCIES

- The chimney is defective, deteriorated or in a state of disrepair. Replace all missing or defective bricks, tuckpoint as needed to restore the chimney to a professional state of maintenance and repair. Permit may be required.
- The eaves and soffits are in a state of disrepair or deterioration. Repair all defects, holes, breaks, lose or rotting boards, to a professional state of maintenance. Permit may be required.
- Lack of electricity.
- The exterior walls and trim of the house and garage have defective, peeled, flaked, scaled, or chalking paint or have unpainted wood surfaces. Scrape and repaint to affect a sound condition in a professional manner.
- The foundation is deteriorated, defective or in a state of disrepair. Repair all foundation defects in a professional manner to a weather-tight, water-tight, and rodent-proof condition. Permit may be required.
- Lack of natural gas service.
- The exterior walls of the house and garage are defective. Repair all holes, breaks, lose or rotting siding, to a professional state of maintenance.
- Lack of water service.
- The window and/or door screens are missing, defective or in a state of disrepair. Provide proper window and door screens for all openable windows and doors. Screens must be tight-fitting and securely fastened to the frames.
- The windows and/or storm windows are in a state of disrepair. Replace all missing or broken window glass. Make all necessary repairs to frames, sashes, hardware, and associated trim in a professional manner.

As owner, agent, or responsible party, you are hereby notified that if these deficiencies and the resulting nuisance condition is not corrected by **January 11, 2023**, the Department of Safety and Inspections, Division of Code Enforcement, will begin a substantial abatement process to demolish and remove the building(s). The costs of this action, including administrative costs and demolition costs will be assessed against the property taxes as a special assessment in accordance with law.

As first remedial action, a Code Compliance Inspection Report must be obtained from the Building Inspection and Design Section, 375 Jackson Street, Suite 220, (651) 266-8989. This inspection will identify specific defects, necessary repairs, and legal requirements to correct this nuisance condition. You may also be required to post a five thousand dollars (\$5,000.00) performance deposit with the Department of Safety and Inspections before any permits are

December 12, 2022

1082 LOEB ST

Page 3

issued, except for a demolition permit. Call the Department of Safety and Inspections for more information at 651-266-8989.

If this building is located in a historic district or site (noted on page 1, above, just below the property address) then you must contact Heritage Preservation (HPC) staff to discuss your proposal for the repairs required by this order and compliance with preservation guidelines. Copies of the guidelines and design review application and forms are available from the Department of Safety and Inspections web site (see letterhead) and from the HPC staff. No permits will be issued without HPC review and approval. HPC staff also can be reached by calling 651-266-9078.

As an owner or responsible party, you are required by law to provide full and complete disclosure of this "Order to Abate" to all interested parties, all present or subsequent renters and any subsequent owners. The property shall not be sold, transferred; or conveyed in any manner until the Nuisance Conditions have been abated and the Certificate of Code Compliance or Certificate of Occupancy has been issued.

The Enforcement Officer is required by law to post a placard on this property which declares it to be a "nuisance condition", subject to demolition and removal by the City. This placard shall not be removed without the written authority of the Department of Safety and Inspections, Division of Code Enforcement. The department is further required to file a copy of this "Order to Abate" with the City Clerk's Office.

If corrective action is not taken within the time specified in this order, the Enforcement Officer will notify the City Council that abatement action is necessary. The City Clerk will then schedule dates for Public Hearings before the City Council at which time testimony will be heard from interested parties. After this hearing the City Council will adopt a resolution stating what action if any, it deems appropriate.

If the resolution calls for abatement action the Council may either order the City to take the abatement action or fix a time within which this nuisance must be abated in accordance with the provisions of Chapter 33 of the Saint Paul Legislative Code and provide that if corrective action is not taken within the specified time, the City shall abate this nuisance. The costs of this action, including administrative costs will be assessed against the property as a special assessment in accordance with law.

If you have any questions or request additional information, please contact **Joe Yannarely** at **651-266-1920**, or you may leave a voice mail message.

Sincerely,

Joe Yannarely

Vacant Buildings Enforcement Inspector