



## HOUSING AND REDEVELOPMENT AUTHORITY AGENDA

Tuesday, June 5, 2012

6:50 p.m.

Coon Rapids City Center  
Council Chambers

---

### Call to Order

### Roll Call

### Approval of Minutes from Previous Meeting(s)

April 3, 2012

### New Business

1. Sale of Single-Family House, 11635 Xavis Street NW (Home for Generations):
  - a. Public Hearing, 6:50 p.m.
  - b. Approve Purchase and Redevelopment Agreement
  - c. Authorize Chair and Secretary to Execute Deed
  - d. Authorize Staff to Execute other Closing Documents as Necessary

### Other Business

### Adjourn



**HRA Regular**

**Meeting Date:** 06/05/2012

**SUBJECT:** Minutes

---

---

**Attachments**

**4-3-12 HRA Minutes**

---

---

## **UNAPPROVED**

### HOUSING AND REDEVELOPMENT AUTHORITY MEETING OF APRIL 3, 2012

---

A meeting of the Coon Rapids Housing and Redevelopment Authority was called to order by Chair Howe at 6:50 p.m. on April 3, 2012, in the Council Chambers.

Members Present: Chair Tim Howe, Commissioners Denise Klint, Melissa Larson, Paul Johnson, Jerry Koch, Bruce Sanders, Scott Schulte

Members Absent: None

### CALL TO ORDER

---

Chair Howe called the meeting to order at 6:50 p.m.

### ROLL CALL

---

All present.

### APPROVAL OF MINUTES OF FEBRUARY 8, 2012

---

MOTION BY COMMISSIONER SANDERS, SECONDED BY COMMISSIONER JOHNSON, TO APPROVE THE MINUTES OF THE FEBRUARY 8, 2012, HRA MEETING AS PRESENTED. THE MOTION PASSED 6-0-1, COMMISSIONER SCHULTE ABSTAINED.

1. APPROVE ADDITIONAL FUNDING TO SUPPLEMENT EXISTING ENVIRONMENTAL PROTECTION AGENCY GRANT FUNDS FOR MASTER PLANNING FOR PORT CAMPUS SQUARE
- 

Community Development Specialist Matt Brown stated the HRA is asked to consider additional funding for an updated Port Campus Square Master Plan.

In 2010, the City received a \$400,000 grant from the Environmental Protection Agency to conduct assessment work at various "brownfield" sites throughout the City through 2013. Bonestroo Engineering, now Stantec, was hired to administer the funds and complete some of the work. In addition to environmental assessment work, the grant will cover the costs of land-use planning and market analysis in the Port Campus Square and Port Riverwalk redevelopment areas. The cost of the planning processes was estimated at \$50,000, which would be covered by the EPA grant. The City's consultant, Stantec, has begun the planning process for Port Campus Square. While the Port Master Plan was most recently updated in 2010 to accommodate construction of the Coon Rapids Ice Center, additional planning and market analysis is needed to address disposal of publicly-owned land, anticipate the eventual redevelopment of the Family Center Mall, and integrate the plans of Anoka-Ramsey Community College into the broader

area. Staff has formed a steering committee to provide input throughout the process. It consists of two Planning Commissioners, two property owners, a neighborhood resident, and representatives from Anoka-Ramsey Community College.

Staff shared the proposed project schedule.

The EPA grant funds can only be used for parcels meeting the EPA's definition of a "brownfield." While all parcels within the boundaries of Port Campus Square meet this definition, some of the peripheral parcels, including Anoka-Ramsey Community College do not. Staff and representatives from Stantec met with ARCC staff in March to discuss the planning process. As a result of this discussion, Staff has recommended broadening the project scope to include items such as public connections to the Mississippi River and potential partnerships between the City and ARCC regarding shared facilities and land swaps. Therefore, staff recommends that the HRA approve augmenting ARCC regarding shared facilities and land swaps. Therefore, staff recommends that the HRA approve augmenting the existing \$50,000 budget with an additional \$9,110 of HRA funds. The additional funds would allow for expansion of the study area to include properties owned by and adjacent to Anoka-Ramsey Community College to the west of Port Campus Square. Staff believes that expanding the study area will result in a significantly better plan.

Staff recommends that the HRA approve spending \$9,110 from the HRA fund to supplement the existing grant funds from the Environmental Protection Agency for master planning for Port Campus Square. Sufficient funds exist in the HRA account for this expenditure.

**MOTION BY COMMISSIONER, SECONDED BY COMMISSIONER, TO APPROVE ADDITIONAL FUNDING TO SUPPLEMENT EXISTING ENVIRONMENTAL PROTECTION AGENCY GRANT FUNDS FOR MASTER PLANNING FOR PORT CAMPUS SQUARE.**

**THE MOTION PASSED UNANIMOUSLY.**

#### **OTHER BUSINESS**

---

There was no other business to come before the HRA.

#### **ADJOURN**

---

**MOTION BY COMMISSIONER SANDERS, SECONDED BY COMMISSIONER JOHNSON, TO ADJOURN THE APRIL 3, 2012, MEETING AT 6:51 P.M. THE MOTION PASSED UNANIMOUSLY.**

Respectfully submitted,  
Cathy Sorensen, City Clerk



**HRA Regular**

**1.**

**Meeting Date:** 06/05/2012

**Subject:** Sale of Single-Family House, 11635 Xavis Street NW - Home for Generations

**Submitted For:** Kristin DeGrande, Neighborhood Coordinator

**From:** Kristin DeGrande, Neighborhood Coordinator

---

**INTRODUCTION**

The HRA is asked to consider the sale of a single-family house at 11635 Xavis Street NW acquired through the Home for Generations program.

**DISCUSSION**

The HRA acquired the property at 11635 Xavis Street NW in April 2011 as part of the Home for Generations program. The property was a vacant, foreclosed property that still had its original floorplan and had not been updated over the years. Staff worked with Legacy Homes Incorporated to rehabilitate the house and improve its functionality for contemporary households. In addition, several well-attended open houses were held to demonstrate ways of making older homes more functional. Staff listed the property with Counselor Realty with an asking price of \$144,900. A qualified buyer has offered the full list price of \$144,900 with the city paying the closing costs. The buyer has signed a purchase agreement and proposes closing by June 28, 2012.

The offer covers the costs spent on the purchase, remodeling and other costs of this project.

<b>Expenses, 11635 Xavis Street NW</b>	
Sale Price	\$144,900
Purchase Price (incl. closing costs)	(\$86,097.65)
Rehab Costs (Legacy Homes)	(\$40,000)
Holding Costs (property taxes, utilities, winterizing, and staging)	(\$3,535.63)
Marketing Costs	(\$1,318.28)
Real Estate Commission (Counselor Realty)	(\$7,969.50)
Seller Paid Closing Costs - 3%	(\$4,347)
Other Closing Costs	(\$1,500)
Balance	\$131.94

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the Community Development and Redevelopment section of the City's long term strategic vision by encouraging improvement of housing in older residential areas.

**RECOMMENDATION**

Staff recommends that the HRA:

- a. Conduct a public hearing.
- b. Approve the purchase and redevelopment agreement with Joseph and Kurstin Dalton for the property at 11635 Xavis Street NW.
- c. Authorize the Chair and Secretary to execute the deed.
- d. Authorize staff to execute other closing documents as necessary to close on the property.

---

---

**Attachments**

Location Map

Purchase Agreement

---

---





Date: May 3, 2012  
Borrower: Joseph Dalton  
Co-Borrower: Kurstin Dalton  
Loan Type: FHA Fixed  
Sales Price: \$144,900.00  
Down Payment: 3.500 %

To: Whom It May Concern,

The borrower(s) listed above has/have applied for mortgage financing with Marketplace Home Mortgage, LLC. Based on the credit, income & asset documentation disclosed and reviewed, we have pre-approved the borrower(s) for the above-referenced transaction at current market rates.

Final approval is subject to a fully executed purchase agreement, acceptable appraisal, clear title commitment, flood zone certification, all third-party verifications, and formal underwriting review.

Pursuant to Minnesota Statute §58.13, subdivision 12, any material changes to income, credit, or assets are subject to additional review and approval is not guaranteed. This includes, but is not limited to, re-verification of credit & employment within 5 days prior to closing pursuant to standard secondary market salability guidelines.

This pre-approval is valid only with Marketplace Home Mortgage, LLC, a full-service licensed mortgage lender.

Please contact me should you need further assistance.

Sincerely,

Steve Rice  
Loan Officer NMLS # 343634  
steve@marketplacehome.com

Marketplace Home Mortgage, LLC NMLS#1082  
10160 Foley Blvd NW Suite 200  
Coon Rapids, MN 55448  
Office 763-235-6320 | Fax 763-786-3137  
[www.marketplacehome.com](http://www.marketplacehome.com)

JOSEPH P DALTON 06/07  
KURSTIN M DALTON  
12546 ALDER ST NW  
COON RAPIDS, MN 55448-1551

5/4/12  
Date

5182  
17-1890546  
7935544059

Pay to the Order of COUNSELO REALTY \$ 1,000<sup>00</sup>

ONE THOUSAND Dollars  Security Features on Back



Wells Fargo Bank, N.A.  
WELLS FARGO  
wellsfargo.com

For \_\_\_\_\_ MP





PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

1. Date May 4, 2012

2. Page 1 of

3. RECEIVED OF Joseph Dalton Kurstin Dalton

4.

5. the sum of One Thousand Dollars (\$ 1,000.00 )

6. by [X] CHECK [ ] CASH [ ] NOTE as earnest money to be deposited upon Final Acceptance of Purchase (Check one.)

7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

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

11. Street Address: 11635 Xavis St NW

12. City of Coon Rapids, County of Anoka

13. State of Minnesota, legally described as

14. LOT 22 BLOCK 2 THOMPSON HEIGHTS 3RD ADD, EX RD, SUBJ TO EASE OF REC

15.

16.

17. including all fixtures on the following property, if any, owned by Seller and used and located on said property, including but not limited to garden bulbs, plants, shrubs and trees; storm sash, storm doors, screens and awnings; window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and bulbs; plumbing fixtures, water heater, heating plants (with any burners, non-fuel tanks, stokers and other equipment used in connection therewith), built-in air-conditioning equipment, electronic air filter, water softener [ ] OWNED [ ] RENTED [X] NONE, (Check one.)

22. built-in humidifier and dehumidifier, liquid fuel tank(s) [ ] OWNED [ ] RENTED [X] NONE and controls (if the property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers, garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms; ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and heatilators; AND the following personal property:

23. property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers, garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms; ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and heatilators; AND the following personal property:

26. heatilators; AND the following personal property:

27. Fridge, Range, Microwave and Dishwasher

28.

29.

30. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 144,900.00 )

31. One Hundred Forty-Four Thousand Nine Hundred Dollars,

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

33. 1. Cash of 3.5 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

35. 2. Financing of 96.5 percent (%) of the sale price, which will be the total amount secured against this property to fund this purchase.

37. Such financing shall be (check one) [X] a first mortgage; [ ] a contract for deed; or [ ] a first mortgage with subordinate financing, as described in the attached Addendum:

39. [ ] Conventional [X] FHA [ ] DVA [ ] Assumption [ ] Contract for Deed [ ] Other: (Check one.)

40. The date of closing shall be June 28, 20 12

on or before

42. Property located at 11635 Xavis St NW Coon Rapids MN 55433

43. This Purchase Agreement  IS  IS NOT subject to a *Contingency Addendum* for sale of Buyer's property.  
-----*(Check one.)*-----

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

45. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)

47. This Purchase Agreement  IS  IS NOT subject to cancellation of a previously written purchase agreement  
-----*(Check one.)*-----

48. dated \_\_\_\_\_, 20 \_\_\_\_\_.

49. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_, 20 \_\_\_\_\_. If  
50. said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
51. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid  
52. hereunder to be refunded to Buyer.)

53. Buyer has been made aware of the availability of property inspections. Buyer  Elects  Declines to have a  
-----*(Check one.)*-----  
54. property inspection performed at Buyer's expense.

55. This Purchase Agreement  IS  IS NOT subject to an *Inspection Contingency Addendum*.  
-----*(Check one.)*-----

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

57. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a

58.  **Warranty Deed** or  **Other:** \_\_\_\_\_ **Deed** joined in by spouse, if any, conveying  
-----*(Check one.)*-----

59. marketable title, subject to

- 60. (a) building and zoning laws, ordinances, and state and federal regulations;
- 61. (b) restrictions relating to use or improvement of the property without effective forfeiture provisions;
- 62. (c) reservation of any mineral rights by the State of Minnesota;
- 63. (d) utility and drainage easements which do not interfere with existing improvements;

64. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_

65. \_\_\_\_\_; and

66. (f) **others** (must be specified in writing): \_\_\_\_\_

67. \_\_\_\_\_

68. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and  
69. interest.

70.  **BUYER SHALL PAY**  **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green  
-----*(Check one.)*-----  
71. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

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

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

75.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY** on date of closing all other special assessments levied as  
-----*(Check one.)*-----  
76. of the date of this Purchase Agreement.

77.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as  
-----*(Check one.)*-----  
78. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
79. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or  
80. less, as required by Buyer's lender.)

- 82. Property located at 11635 Xavis St NW Coon Rapids MN 55433
- 83. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 84. which is not otherwise herein provided.
- 85. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
-----*(Check one.)*-----
- 86. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
- 87. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
- 88. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
- 89. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
- 90. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
- 91. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
- 92. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
- 93. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
- 94. directing all earnest money paid hereunder to be refunded to Buyer.
- 95. Buyer shall pay  PRORATED FROM DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due  
-----*(Check one.)*-----
- 96. and payable in the year 20 12
- 97. Seller shall pay  PRORATED TO DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes due and  
-----*(Check one.)*-----
- 98. payable in the year 20 12. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted
- 99. to the new closing date. Seller warrants taxes due and payable in the year 20 12 shall be  FULL-  PART-  NON-  
-----*(Check one.)*-----
- 100. homestead classification.
- 101. **If part- or non-homestead classification is checked**, Seller agrees to pay Buyer at closing \$ 0.00
- 102. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes
- 103. when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing
- 104. and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the
- 105. amount of subsequent real estate taxes.
- 106. **POSSESSION:** Seller shall deliver possession of the property no later than day of closing after closing.
- 107. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property
- 108. by possession date.
- 109. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
- 110. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
- 111. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
- 112. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance of this Purchase Agreement:
- 113. (a) Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if
- 114. in Seller's possession or control, to Buyer or Buyer's designated title service provider; and
- 115. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
- 116. but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's
- 117. title opinion at Buyer's selection and cost and provide a copy to Seller.
- 118. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
- 119. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
- 120. following:
- 121. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to
- 122. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to
- 123. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such
- 124. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or
- 125. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either
- 126. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*
- 127. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded
- 128. to Buyer.

130. Property located at 11635 Xavis St NW Coon Rapids MN 55433
131. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay  
132. all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description  
133. of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants  
134. that the buildings are or shall be constructed entirely within the boundary lines of the property. Seller warrants that  
135. there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of the  
136. deed or contract for deed.
137. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,  
138. machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with  
139. construction, alteration or repair of any structure on, or improvement to, the property.
140. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
141. proceedings, or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller  
142. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
143. such notices received by Seller shall be provided to Buyer immediately.
144. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided  
145. by Seller or broker may be approximate. Some information may have been provided by third parties and information  
146. may be reliable but not guaranteed. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material,  
147. at Buyer's sole cost and expense.
148. **ACCESS:** Seller agrees to allow reasonable access to the property for performance of any surveys or inspections  
149. agreed to herein.
150. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for any  
151. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property  
152. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,  
153. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,  
154. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
155. directing all earnest money paid hereunder to be refunded to Buyer.
156. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
157. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed  
158. by the parties shall constitute the entire agreement between Seller and Buyer and supersedes any other written or  
159. oral agreements between Seller and Buyer. This Purchase Agreement can be modified or canceled only in writing  
160. signed by Seller and Buyer or by operation of law. The parties agree the electronic signature of any party on any document  
161. related to this transaction constitute valid, binding signatures. All monetary sums are deemed to be United States  
162. currency for purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which  
163. may effectively increase the cash outlay at closing or reduce the proceeds from the sale.
164. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
165. must be delivered.
166. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
167. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
168. ending at 11:59 P.M. on the last day.
169. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless  
170. stated elsewhere by the parties in writing.
171. **DEFAULT:** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement  
172. under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or  
173. there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase  
174. Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is  
175. canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217,  
176. Subd. 4.
177. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual  
178. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to  
179. specific performance, such action must be commenced within six (6) months after such right of action arises.

181. Property located at 11635 Xavis St NW Coon Rapids MN 55433

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

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

190.  A Home Protection/Warranty Plan will be obtained and paid by  BUYER  SELLER to be issued by \_\_\_\_\_ (Check one.)

191. \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_

192.  There will be no Home Protection/Warranty Plan as part of this Agreement.

193. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted:

- 194. storage tanks except herein noted:
195. \_\_\_\_\_
196. \_\_\_\_\_
197. \_\_\_\_\_
198. \_\_\_\_\_
199. \_\_\_\_\_

200. (Check appropriate boxes.)
201. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
202. CITY SEWER  YES  NO / CITY WATER  YES  NO
203. SUBSURFACE SEWAGE TREATMENT SYSTEM
204. SELLER CERTIFIES THAT SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)
207. PRIVATE WELL
208. SELLER CERTIFIES THAT SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)
210. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO A SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)
212. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE STATEMENT.

216. Property located at 11635 Xavis St NW Coon Rapids MN 55433

217. SELLER WARRANTS THAT CENTRAL AIR-CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED  
 218. AND LOCATED ON SAID PROPERTY SHALL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS  
 219. NOTED IN THIS PURCHASE AGREEMENT.

220. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO  
 221. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF  
 222. THIS PURCHASE AGREEMENT.

223. BUYER  HAS  HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A  
 -----(Check one.)-----  
 224. SELLER'S DISCLOSURE ALTERNATIVES FORM.

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

226. SELLER AGREES TO NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM  
 227. ANY PRIOR REPRESENTATIONS REGARDING THE PROPERTY.

228. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE  
 229. PROBLEMS OF WATER IN BASEMENT OR DAMAGE CAUSED BY WATER ICE OR ICE BUILDUP ON ROOF OF  
 230. THE PROPERTY.

NOTICE

231. Michael Hunstad is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) -----(Check one.)-----

232. Counselor Realty, Inc.  
(Real Estate Company Name)

233. Michael Hunstad is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) -----(Check one.)-----

234. Counselor Realty  
(Real Estate Company Name)

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

DUAL AGENCY REPRESENTATION

237. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

- 238.  Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 240-256.
- 239.  Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 241-256.

240. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a  
 241. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
 242. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
 243. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).  
 244. Seller(s) and Buyer(s) acknowledge that  
 245. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will  
 246. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
 247. information will be shared;  
 248. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
 249. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
 250. the sale.  
 251.

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

254. Seller \_\_\_\_\_ Buyer [Signature]  
 255. Seller \_\_\_\_\_ Buyer [Signature]  
 256. Date \_\_\_\_\_ Date 5/4/12

PURCHASE AGREEMENT

257. Page 7 Date May 4, 2012

258. Property located at 11635 Xavis St NW Coon Rapids MN 55433

259. OTHER:

260. \_\_\_\_\_

261. \_\_\_\_\_

262. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

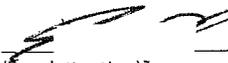
263. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

264. I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw said property from the market, unless instructed otherwise in writing.  
265. I have reviewed all pages of this Purchase 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.

269.  If checked, this Purchase Agreement is subject to attached *Counteroffer Addendum*.

271. X \_\_\_\_\_  
(Seller's Signature) (Date)

X  \_\_\_\_\_ 5/4/12  
(Buyer's Signature) (Date)

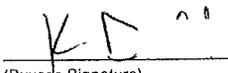
272. X \_\_\_\_\_  
(Seller's Printed Name)

X Joseph Dalton  
(Buyer's Printed Name)

273. X \_\_\_\_\_  
(Marital Status)

X MARRIED  
(Marital Status)

274. X \_\_\_\_\_  
(Seller's Signature) (Date)

X  \_\_\_\_\_ 5/4/12  
(Buyer's Signature) (Date)

275. X \_\_\_\_\_  
(Seller's Printed Name)

X Kurstin Dalton  
(Buyer's Printed Name)

276. X \_\_\_\_\_  
(Marital Status)

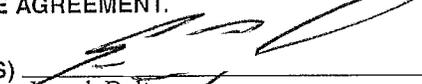
X married  
(Marital Status)

277. **FINAL ACCEPTANCE DATE:** The date on which the fully executed Purchase Agreement is delivered.  
278. \_\_\_\_\_

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

281. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE **ARBITRATION**  
282. **DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**, WHICH IS AN OPTIONAL,  
283. **VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

284. SELLER(S) \_\_\_\_\_

BUYER(S)  \_\_\_\_\_  
Joseph Dalton

285. SELLER(S) \_\_\_\_\_

BUYER(S) K-D \_\_\_\_\_  
Kurstin Dalton



**FINANCING ADDENDUM  
FHA INSURED MORTGAGE**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

- 1. Date May 4, 2012
- 2. Page \_\_\_\_\_
- 3. Addendum to Purchase Agreement between parties, dated May 4, 20 12, pertaining
- 4. to the purchase and sale of the property at 11635 Xavis St NW
- 5. Coon Rapids \_\_\_\_\_ 55433
- 6. Buyer shall apply for and secure, at Buyer's expense, an **FHA INSURED** fixed mortgage  
(e.g., Fixed, ARM)
- 7. in the amount stated in this Purchase Agreement, amortized monthly over a period of not more than 30
- 8. years, with an initial mortgage interest rate at no more than 5.5 percent (%) per annum. The mortgage
- 9. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance of this Purchase Agreement.
- 10. Buyer agrees to use best efforts to secure a commitment for acceptance for such financing and to execute all documents
- 11. required to consummate said financing.
- 12. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:** Seller  **IS**  **IS NOT** contributing to Buyer's costs. If IS, see  
.....(Check one.).....
- 13. attached *Seller's Contributions to Buyer's Costs Addendum*.
- 14. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first
- 15. mortgage and any subordinate financing.
- 16. (Check one.)
- 17.  If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does
- 18. not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
- 19. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money to be
- 20. refunded to Buyer.
- 21.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
- 22. or before \_\_\_\_\_, 20 \_\_\_\_\_.
- 23. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
- 24. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
- 25. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
- 26. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
- 27. the loan.
- 28. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
- 29. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
- 30. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
- 31. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to the extent
- 32. required by this Purchase Agreement, including but not limited to interest rate and discount points, if any, Seller
- 33. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
- 34. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
- 35. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
- 36. to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by
- 37. law.
- 38. If the Written Statement is not provided by the date specified on line 22, Seller may, at Seller's option, declare this
- 39. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement
- 40. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
- 41. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
- 42. directing all earnest money paid hereunder to be refunded to Buyer.

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

46. Property located at 11635 Xavis St NW Coon Rapids 55433

47. If the Written Statement is not provided and Seller has not previously canceled this Purchase Agreement, this  
48. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
49. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
50. money paid hereunder to be refunded to Buyer.

51. **MORTGAGE INSURANCE PREMIUMS (MIP):** Pursuant to federal regulations, a one-time MIP must be paid to FHA  
52. at the closing of this transaction. The said MIP will increase the mortgage amount unless paid in cash at the closing.  
53. This provision may not be applicable to condominium transactions.

54. **LOCKING OF MORTGAGE INTEREST RATE (RATE):** The Rate shall be locked with the lender(s) by Buyer  
55. (check one):

56.  WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE OF THIS PURCHASE AGREEMENT; OR

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

58. **FHA COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty that Seller  
59. shall make repairs required by the FHA commitment. However, Seller agrees to pay up to \$ 0.00  
60. to make repairs as required by the FHA commitment. If the FHA commitment is subject to any work orders for which  
61. the cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 62. (a) making the necessary repairs; or
- 63. (b) negotiating the cost of making said repairs with Buyer; or
- 64. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
65. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
66. money paid hereunder to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or  
67. escrow amounts related thereto above the amount specified on line 59 of this Addendum.

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

69. **LENDER PROCESSING FEES:** Seller agrees to pay miscellaneous processing fees which the lender(s) cannot charge  
70. to Buyer, not to exceed \$ 0.00

71. **FHA ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser  
72. shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of  
73. earnest money deposits or otherwise, unless the purchaser has been given in accordance with HUD/FHA or DVA  
74. requirements a written statement by the Federal Housing Commissioner, Department of Veterans' Affairs or a Direct  
75. Endorsement lender setting forth the appraised value of the property as not less than \$ 144,900.00  
(sale price)

76. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
77. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
78. the Department of Housing and Urban Development will insure; HUD does not warrant the value nor the condition of  
79. the property. The purchaser should satisfy himself/herself that the price and condition of the property are  
80. acceptable."

81. **HOME INSPECTION:** HUD requires mortgage lenders of FHA insured mortgages to provide the form *For Your Protection:*  
82. *Get a Home Inspection.*

83. **OTHER:** \_\_\_\_\_

84. _____ (Seller)	_____ (Date)	_____ (Buyer) <i>K. R.</i>	_____ (Date) <i>5/4/12</i>
85. _____ (Seller)	_____ (Date)	_____ (Buyer)	_____ (Date) <i>5/4/12</i>

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



**SELLER'S CONTRIBUTIONS TO BUYER'S COSTS ADDENDUM**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2010 Minnesota Association of REALTORS®, Edina, MN

- 1. Date May 4, 2012
- 2. Page \_\_\_\_\_

- 3. Addendum to Purchase Agreement between parties, dated May 4, 20 12, pertaining to
- 4. the purchase and sale of the property at 11635 Xavis St NW
- 5. Coon Rapids MN 55433

6. Seller agrees to pay up to (check one):

- 7.  \$ \_\_\_\_\_ ; or
- 8.  3 percent (%) of the sale price; or
- 9.  \_\_\_\_\_ percent (%) of the mortgage amount

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

15. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA or**

16. **lender. All funds paid by Seller on behalf of Buyer must be stated on the HUD-1 at closing.**

- 17. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date) 5/4/12 (Date)
- 18. \_\_\_\_\_ (Date) K.D. (Date) 5/4/12 (Date)

19. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**

20. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:SCBCA (9/10)



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

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
© 2009 Minnesota Association of REALTORS®, Edina, MN

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  
4. or 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. By signing the RESIDENTIAL REAL PROPERTY  
6. ARBITRATION AGREEMENT (ARBITRATION AGREEMENT) on page two, you agree to binding arbitration under the  
7. Residential Real Property Arbitration System (Arbitration System) administered by National Center for Dispute Settlement  
8. (NCDS) and endorsed by the Minnesota Association of REALTORS® (MNAR). The ARBITRATION AGREEMENT is  
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.  
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. Your *Purchase Agreement* will still be  
11. valid whether or not you sign the ARBITRATION AGREEMENT.

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

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

22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more  
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed  
24. in conciliation court is \$7,500. This amount is subject to future change. In some cases, it is quicker and less expensive  
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The  
26. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

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

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

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

42. This Arbitration Disclosure provides only a general description of the Arbitration System and a general  
43. overview of the Arbitration System rules. For specific information regarding the administrative fee, please see the  
44. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling  
45. (888) 832-4792 or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions about arbitration,  
46. call NCDS at (888) 832-4792 or consult a lawyer.

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

ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

50. THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.
51. READ THE ARBITRATION DISCLOSURE ON PAGE ONE IN FULL BEFORE SIGNING.
52. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

53. For the property located at 11635 Xavis St NW

54. City of Coon Rapids, County of Anoka, State of Minnesota.

55. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
56. enjoyment of the property, excluding disputes related to title issues of the property covered by the Purchase Agreement
57. dated May 4, 2012, including claims of fraud, misrepresentation, warranty and
58. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
59. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
60. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
61. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one. This Agreement shall
62. survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement is only enforceable if
63. all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to arbitrate as acknowledged
64. by signatures below.

65. (Seller's Signature) (Date) (Buyer's Signature) 5/4/12 (Date)

66. (Seller's Printed Name) (Buyer's Printed Name) JOSEPH DALTON

67. (Seller's Signature) (Date) (Buyer's Signature) 5/4/12 (Date)

68. (Seller's Printed Name) (Buyer's Printed Name) Kurstin Dalton

69. (Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) 5/4/12 (Date)

70. Coldwell Banker Burnet Counselor Realty, Inc.
(C Company Name) (Company Name)

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



INSPECTION CONTINGENCY ADDENDUM

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

1. Date May 4, 2012

2. Page

3. THE PROPERTY, IF NOT NEW, CANNOT BE EXPECTED TO BE IN NEW CONDITION.
4. ROUTINE MAINTENANCE ITEMS ARE NOT PART OF THIS ADDENDUM.

5. Addendum to Purchase Agreement between parties, dated May 4, 2012, pertaining
6. to the purchase and sale of the property at 11635 Xavis St NW
7. Coon Rapids 55433

8. This Purchase Agreement is contingent upon a complete home inspection(s) of the property to determine its condition.
9. Any and all inspections performed by Buyer shall constitute a complete home inspection(s).

10. Any inspection(s) shall be done by an Inspector(s) of Buyer's choice. The Inspector(s) should be qualified to do the
11. inspection(s), as evidenced by a license or professional designation. Buyer shall satisfy Buyer as to the qualifications
12. of the Inspector(s).

13. Said inspection(s) shall be at Buyer's sole expense.

14. Seller agrees to make the property reasonably available for said inspection(s).

15. Any inspection(s) or test(s) done by FHA, DVA or any other governmental unit shall be done and paid for in accordance
16. with the applicable regulations and are not part of this Inspection Contingency Addendum.

17. Buyer shall not have the right to do intrusive testing without the prior written authorization of Seller.

18. For purposes of this form, "intrusive testing" shall mean any testing, inspection(s) or investigation(s) that changes the
19. property from its original condition or otherwise damages the property.

20. Seller [ ] DOES [X] DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s).
(Choose one.)

21. If answer is DOES, Buyer agrees that the property shall be returned to the same condition it was in prior to Buyer's
22. intrusive testing at Buyer's sole expense.

23. For the purposes of this Addendum, "Business Days" shall end at 11:59 p.m. and do not include Saturdays,
24. Sundays and state and federal holidays.

25. All inspection(s) shall be done within Business Days of Final Acceptance of this Purchase Agreement.

26. Buyer shall have these options following inspection(s).

27. (1) If Buyer, or licensee representing or assisting Buyer, identifies any issues pertaining to the property resulting
28. from the inspection(s) and intends to negotiate the identified issues with Seller, then Buyer, or licensee
29. representing or assisting Buyer, shall notify Seller, or licensee representing or assisting Seller, in writing,
30. describing the issues and proposed remedy, within Business Days after expiration of the time
31. period specified on line 25.

32. If Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or assisting
33. Seller, of the identified issues and proposed remedy, and if within Business Days after such
34. notice Buyer and Seller have not agreed in writing to a remedy of the identified issues, this Purchase Agreement
35. is canceled without further notice required. Buyer and Seller shall immediately sign a Cancellation of
36. Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be
37. refunded to Buyer, and thereafter neither party shall have any further liability to the other.

38. And/or;

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

INSPECTION CONTINGENCY ADDENDUM

41. Date May 4, 2012

42. Page \_\_\_\_\_

43. Property located at 11635 Xavis St NW Coon Rapids 55433

44. (2) Notwithstanding any provision to the contrary or any notice given, Buyer may unilaterally waive any issues,  
45. providing that Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or  
46. assisting Seller, of waiver in writing, within the time specified on line 33.

47. And/or;

48. (3) Notwithstanding any other provision of this Purchase Agreement, Buyer may, based on the inspection(s),  
49. declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting  
50. Seller, within \_\_\_\_\_ Business Days after expiration of the time period specified on line 25, in which case  
51. this Purchase Agreement is canceled.

52. In the event Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign  
53. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid  
54. hereunder to be refunded to Buyer.

55. If Buyer fails to have the inspection(s) performed within the time specified in line 25, or does not notify Seller, or licensee  
56. representing or assisting Seller, of Buyer's decision within the time specified in lines 30 and 50, then this Contingency  
57. shall be deemed removed and this Purchase Agreement shall be in full force and effect.

58. Nothing herein invalidates the warranties agreed to in lines 217-219 of this Purchase Agreement.

59. Seller, or licensee representing or assisting Seller,  **SHALL**  **SHALL NOT** have the right to continue to offer  
60. the property for sale until this Contingency is removed. (Check one.)

61. \_\_\_\_\_  
(Seller) (Date)

 \_\_\_\_\_ 5/4/12  
(Buyer) (Date)

62. \_\_\_\_\_  
(Seller) (Date)

K.D. J.V.V. \_\_\_\_\_ 5/4/12  
(Buyer) (Date)

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



**SELLER'S DISCLOSURE ALTERNATIVES**  
 This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2009 Minnesota Association of REALTORS®, Edina, MN

- 1. Date May 3, 2012
- 2. Page 1 of \_\_\_\_\_ pages

3. Property located at 11635 Xavis St NW  
 4. City of Coon Rapids, County of Anoka, State of Minnesota.

5. **NOTICE**  
 6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52  
 7. through 513.60. To comply with the statute, Seller must provide either a written disclosure to the prospective  
 8. Buyer (see *Seller's Property Disclosure Statement*) or satisfy one of the following two options:

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

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

19. The inspection report was prepared by \_\_\_\_\_  
 20. \_\_\_\_\_  
 21. and dated \_\_\_\_\_, 20\_\_\_\_.

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

24. \_\_\_\_\_  
 25. \_\_\_\_\_  
 26. \_\_\_\_\_  
 27. \_\_\_\_\_  
 28. \_\_\_\_\_

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

31. \_\_\_\_\_  
 32. \_\_\_\_\_  
 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. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or  
 39. abridge any obligation for Seller disclosure created by any other law.

40. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

42. Property located at 11635 Xavis St NW

43. OTHER REQUIRED DISCLOSURES:

44. NOTE: In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.  
45. Additionally, there may be other required disclosures by federal, state, local or other governmental entities that are not listed below.  
46.  
47.

48. A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)  
49.

50. Seller certifies that Seller  DOES  DOES NOT know of a subsurface sewage treatment system on or serving the above-described real property. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)  
51.  
52.

53.  There is a subsurface sewage treatment system on or serving the above-described real property. (See Subsurface Sewage Treatment System Disclosure Statement.)  
54.

55.  There is an abandoned subsurface sewage treatment system on the above-described real property. (See Subsurface Sewage Treatment System Disclosure Statement.)  
56.

57. B. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.) (Check appropriate box.)  
58.

59.  Seller certifies that Seller does not know of any wells on the above-described real property.  
60.  Seller certifies there are one or more wells located on the above-described real property. (See Well Disclosure Statement.)  
61.

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

63. Contaminated Well: Is there a well on or serving the property that contains contaminated water?  Yes  No

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

65. Comments: \_\_\_\_\_  
66.

66. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 16)

67. There  IS  IS NOT an exclusion from market value for home improvements on this property. Any valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax consequences.  
68.  
69.  
70.

71. Additional comments: \_\_\_\_\_  
72.

73. D. METHAMPHETAMINE PRODUCTION DISCLOSURE: (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)  
74.

75.  Seller is not aware of any methamphetamine production that has occurred on the property.  
76.  Seller is aware that methamphetamine production has occurred on the property. (See Methamphetamine Production Disclosure Statement.)  
77.

78. E. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the property, you should contact the county recorder where the zoned area is located.  
79.  
80.  
81.

82. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

84. Property located at 11635 Xavis St NW Coon Rapids

85. F. \_\_\_\_\_ Buyer has had the opportunity to review page four (4) of this Agreement.  
(Initial) (Initial)

86. G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:

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

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

95. I. SELLER'S STATEMENT:

96. (To be signed at time of listing.)

97. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
98. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

99. X [Signature] 5/3/12 \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

100. J. BUYER'S ACKNOWLEDGEMENT:

101. (To be signed at time of purchase agreement.)

102. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form  
103. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding  
104. material facts have been made, other than those made in this form.

105. [Signature] 5/4/12 K-D 5/4/12  
(Buyer) (Date) (Buyer) (Date)

106. K. ADDITIONAL DISCLOSURES: See attached for info on the  
107. re-model of the property.

108. \_\_\_\_\_  
109. \_\_\_\_\_ [Signature]

110. L. SELLER'S ACKNOWLEDGEMENT:

111. (To be signed at time of purchase agreement.)

112. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts are the same, except  
113. for changes as indicated below, which have been signed and dated.

114. \_\_\_\_\_  
115. \_\_\_\_\_  
116. \_\_\_\_\_

117. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

118. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.

120. M. OTHER INFORMATION:

121. WATER INTRUSION AND MOLD GROWTH: Recent studies have shown that various forms of water intrusion  
122. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture  
123. leaving the home.

124. Examples of exterior moisture sources may be

- 125. • improper flashing around windows and doors,
- 126. • improper grading,
- 127. • flooding,
- 128. • roof leaks.

129. Examples of interior moisture sources may be

- 130. • plumbing leaks,
- 131. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 132. • overflow from tubs, sinks or toilets,
- 133. • firewood stored indoors,
- 134. • humidifier use,
- 135. • inadequate venting of kitchen and bath humidity,
- 136. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 137. • line-drying laundry indoors,
- 138. • houseplants—watering them can generate large amounts of moisture.

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

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

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

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota  
151. Association of REALTORS® web site at [www.mnrealtor.com](http://www.mnrealtor.com).

152. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE  
153. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.

154. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER

MN:SDA-4 (8/08)

**Darrell Olson, Legacy Homes**  
**Proposal to Remodel 11635 Xavis Street NW, Coon Rapids**

The purpose of this project is to remodel a standard 1960's rambler to contemporary standards, demonstrating to homeowners how various cost effective projects can improve on historical complaints of these homes.

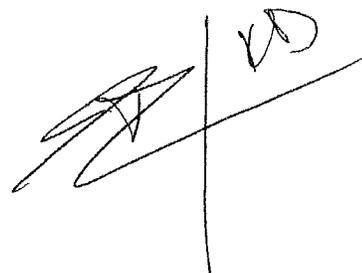
Given today's challenging economy, my proposal consists of several smaller projects that a homeowner could potentially work on over time as funds become available, rather than larger projects that could potentially be cost prohibitive due to constrained availability of lending and discretionary funds.

The goals at this property, as I view it, are to address the following issues:

- Improve the overall curb appeal
- Create a more open floor plan
- Increase the amount of storage throughout
- Make the main living room more functional and inviting
- Update the kitchen and add a walk-in pantry
- Move the laundry room to the main floor to make it more accessible
- Increase the size of the master bedroom
- Create a proper bedroom downstairs
- Make both bathrooms more functional
- Create a multi-functional space downstairs to accommodate a variety of activities, with separate family room, game area, and home office/study area

I propose the following changes to the home to meet these goals:

- Improve the overall curb appeal
  - Move front door near to the center of the house and add a gable end
  - Add sidewalk and steps
  - Remove broken tree in front yard and unsightly tree along garage
  - Remove landscape timbers, add border and shrubs as needed
  - Paint siding, windows, and doors
  - Install new lights
- Create a more open floor plan
  - Open stairwell wall, add oak rails
- Make the main living room a more functional space
  - Remove existing 4 foot entryway closet and create an 8 foot entryway closet at the bathroom end of living room
  - Create a large wall space at driveway end of living room to accommodate an entertainment center

A handwritten signature, possibly 'Darrell Olson', is written in black ink. To the right of the signature, the initials 'DO' are written in a larger, bold font. A vertical line is drawn through the signature and initials, separating them.

- Update the kitchen and add a walk-in pantry
  - Refinish kitchen cabinets, replace counters and hardware
  - Section off part of the third bedroom on the main floor to create a pantry with up to 28 linear feet of shelf space and storage for infrequently used appliances
- Move the laundry room to the main floor to make it more accessible
  - Section off part of the third bedroom on the main floor to create a main floor laundry room
- Increase the size of the master bedroom
  - Section off part of the third bedroom on the main floor to create two walk-in closets with over 20 linear feet of rod space, as compared to 5 linear feet in the existing closet
  - ~~Remove existing closet to create space for dresser or recliner~~
  - Fir down master bedroom ceiling to create a pan vault effect to make the room feel bigger
- Create a proper bedroom downstairs
  - Add egress window to downstairs bedroom in compliance with code
  - Add closet to downstairs bedroom
- Make both bathrooms more functional
  - Move main floor bathroom wall 3 feet into the living room
  - Replace existing 2 foot vanity with a 4 foot vanity
- Create a multi-functional space downstairs to accommodate a variety of activities, with separate family room, game area, and home office/study area
  - Create home office/study area
  - Create space in family room for AV components

Other general improvements and updates would include:

- Sheetrock ceiling in basement
- Paint and spray all ceilings knockdown style
- Repaint all walls with up-to-date colors
- Re-carpet all bedrooms and family room
- Sand and re-coat wood floors in living room, laundry room, and hallway
- Install Pergo type floors in kitchen, pantry, and dinette
- Install ceramic tile in both bathrooms and entryway
- Replace all lights, add ceiling fan in master bedroom
- Enamel all woodwork except cabinetry

We have since also decided to construct a 5'6" x 18' deck on the front of the home.

 / KD



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

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date May 2, 2012
2. Page

3. Addendum to Purchase Agreement between parties, dated , 20 ,
4. pertaining to the purchase and sale of the property at 11635 Xavis St NW
5. Coon Rapids MN 55433

6. Section I: 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 (Initial)

X 16. (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)
18. [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):
20.

X 21. [X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22. (b) Records and reports available to the seller.
23. (Check one below.)

24. [ ] Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below):
26.

27. [X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (Initial)

30. (c) Buyer has received copies of all information listed under (b) above.

X 31. (d) Buyer has received the pamphlet, Protect Your Family from Lead In Your Home.

X 32. (e) Buyer has (check one below):

33. [ ] Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or

36. [X] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.

Counselor Realty, Inc.

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

38. Page \_\_\_\_\_

39. Property located at 11635 Xavis St NW Coon Rapids MN 55433

40. Real Estate Licensee's Acknowledgement (initial)

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

43. Certification of Accuracy

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

X  
46. [Signature] 5/3/12 [Signature] 5/4/12  
(Seller) (Date) (Buyer) (Date)  
47. [Signature] [Signature] 5/4/12  
(Seller) (Date) (Buyer) (Date)  
48. [Signature] 5/3/12 [Signature] 5/4/12  
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

49. Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)  
50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-  
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection  
52. shall be completed within  ten (10)  \_\_\_\_\_ calendar days after Final Acceptance of the Purchase Agreement.  
..... (Check one) .....

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or  
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting  
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific  
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller  
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections  
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to  
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a  
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to  
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,  
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee  
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/09)