

MEETING AGENDA (Special)

HOUSING & REDEVELOPMENT AUTHORITY

AUGUST 8, 2018

Following Special City Council Workshop and City Council meeting

North St. Paul City Hall – Training Room
2400 Margaret Street

I. CALL TO ORDER

II. ROLL CALL

Mike Kuehn, Chair
Terry Furlong, Commissioner
Candy Petersen, Commissioner
Jan Walczak, Commissioner
Tom Sonnek, Commissioner
Craig Waldron, Executive Director

III. HRA ACTION ITEMS & RECOMMENDATIONS

- A. Accept purchase agreement for 2050 1st Street and authorize construction on 2046 1st Street.
- B. Adopt a resolution dispensing with statutory requirements for review by the Planning Commission for purchase agreement for 2050 1st Street.

IV. ADJOURNMENT

Next Meeting: TBD as needed.

Housing and Redevelopment Authority
Agenda Information Memorandum
North St. Paul HRA
August 8, 2018

Subject: Accept purchase agreement for 2050 1st Street and authorize beginning construction on 2046 1st Street.

To: Chair Kuehn and Commissioners.

Background/Facts:

- The new student built home at 2050 1st Street was constructed and has been sold for the appraised value of \$322,000. The closing on the sale is scheduled on or before August 31, 2018.
- The purchase agreement for 2050 1st Street has been prepared and the North St. Paul City Council has adopted a resolution dispensing with statutory requirements for review by the Planning Commission.
- In 2016 the City Council authorized the purchase of 2046 1st Street.
- The lot was subdivided into two lots 2050 / 2046 1st Street on April 4, 2017.
- Staff is requesting to begin construction on the 2046 1st Street home now, allowing for the installation of the foundation, grading of both lots together and an immediate start with construction by the students when classes reconvene in the beginning of September.
- This new home will be similar to the home built last year at 2050 1st Street. Some changes in design have been made along with those to provide some differences in the exterior look and to better fit the lot. This new home will also front 1st Street; however, it will have a side-load attached garage which will face Skillman Ave.

Recommendation:

To authorize staff to complete the purchase of 2050 1st Street.

To adopt a resolution dispensing with statutory requirements for review by the Planning Commission.

To authorize staff to begin construction of 2046 1st Street.

Respectfully submitted,

/s/ SD by mm

Scott Duddeck
Fire Chief

Approved for agenda enclosure: /s/ CW by mm

Dr. Craig Waldron, City Manager

ATTACHMENTS

2050 1st Street Appraisal

2050 1st Street Real Estate Sales Commission

2050 1st Street Resolution dispensing with Planning Commission review

2046 1st Street House Plans

2046 1st Street Property Survey

**CITY OF NORTH ST. PAUL
HOUSING AND REDEVELOPMENT AUTHORITY
RAMSEY COUNTY, MINNESOTA**

RESOLUTION NO. 2018-XXX

**RESOLUTION APPROVING THE CONVEYANCE OF REAL PROPERTY
AND DISPENSING WITH STATUTORY REQUIREMENTS FOR
REVIEW BY PLANNING COMMISSION**

WHEREAS, the City of North St. Paul Housing and Redevelopment Authority (“HRA”) is proposing to convey certain property located at 2050 1st Avenue, North St. Paul, Minnesota, (PID 132922210179) as legally described as:

Lot 2, Block K, and that part of Lot 3, Block K, lying north of the south 68.00 feet thereof, all in NORTHWOOD HEIGHTS, together with that part of the west half of the adjoining alley, vacated, lying between the extensions across said alley of the north line of said Lot 2 and the north line of the south 68.00 feet of said Lot 3, Ramsey County, Minnesota

(“HRA Property”);

WHEREAS, the HRA is proposing to enter into the Purchase Agreement attached hereto for the conveyance of the HRA Property (“Purchase Agreement”);

WHEREAS, the HRA is also proposing to purchase a new home warranty policy insurance from _____ in connection with the conveyance of the HRA Property

WHEREAS, Minn. Stat. § 462.356, subd. 2 requires that the Planning Commission review the conveyance of any publicly owned interest in real property within the City, and;

WHEREAS, Minn. Stat. § 462.356, subd. 2 provides for an exception from the Planning Commission review requirement upon 2/3 vote of the governing body dispensing with the requirement and finding that the conveyance of the property has no relationship to the comprehensive municipal plan.

NOW, THEREFORE, BE IT RESOLVED by the City of North St. Paul Housing and Redevelopment Authority that:

1. The conveyance of the HRA Property has no relationship to the comprehensive municipal plan.

2. Review by the Planning Commission of the conveyance of the HRA Property is hereby dispensed with, the conveyance of the HRA Property under the terms of the Purchase Agreement is hereby approved, and staff are authorized and directed to execute all documents, and

take all appropriate measures to convey the HRA Property.

3. Purchase of a new home warranty policy of insurance for the conveyance of the HRA Property is approved.

ADOPTED this _____ day of _____, 2018, by a 2/3 vote of the City of North St. Paul.

Motion by Commissioner XXX

Second by Commissioner XXX

Voting: Aye: Commissioner Furlong
 Commissioner Petersen
 Commissioner Walczak
 Commissioner Sonnek
 Chair Kuehn

 Nay: None

 Abstain: None

 Absent: None

Michael R. Kuehn, Chair

Attest: _____
 Dr. Craig Waldron, Executive Director

EXHIBIT A

[attach purchase agreement]

Financial Recap / Estimated Net Revenue

Address: 2050 1st Street

Appraised Value: \$322,000.00

Purchase Offer: \$322,000.00

Development Costs

Lot Cost	\$ 55,000.00
2017 Construction	\$ 68,000.00
2018 Construction	\$ 152,000.00
Allowance for work yet be completed	\$ 10,000.00
Total Development Cost:	\$ 285,000.00

Proposed Sale Cost/Fee's & Min Selling Price

Development Cost	\$ 285,000.00
*HRA Net Overhead & Profit 6.5% (of development cost)	\$ 18,525.00
*HRA Warranty Fund 2% (of development cost)	\$ 5,700.00
Realtor fee - 2.7%	\$ 8,694.00
Attorney / Closing Cost	\$ 2,000.00
Total Costs Including Profit and Warranty Fund	\$ 319,919.00

Totals

Total Costs Including Profit and Warranty Fund	\$ 319,919.00
Proposed Selling Price	\$ 322,000.00
Total Net Revenue to the HRA Fund	\$ 26,306.00



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

2050 1st St N
North Saint Paul, MN 55109-4081

for

City of North Saint Paul HRA
2400 Margaret Street
North Saint Paul, MN
55109

as of

07/16/2018

by

Kit B. Svec
6507 Orchard Ridge Trail
Woodbury, MN 55129

Spectrum Appraisal Service

Uniform Residential Appraisal Report

North Saint Paul HRA
File # 18070903

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **2050 1st St N** City **North Saint Paul** State **MN** Zip Code **55109-4081**
 Owner **North Saint Paul HRA** Intended User **North Saint Paul HRA** County **Ramsey**
 Legal Description **W1/2 Vac Alley Adj; That Pt of Lot 3 Lying N of S 68 ft and Lot 2, Block K of Northwood Heights**
 Assessor's Parcel # **13.29.22.21.0179** Tax Year **2018** R. E. Taxes **\$690**
 Neighborhood Name **North Saint Paul** Map Reference **109-B1 Kings** Census Tract **427**
 Occupant ☐ Owner ☐ Tenant ☒ Vacant Special Assessments \$0 ☐ PUD HOA \$ ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Intended Use: **New Construction Valuation for Sale**
 Client **City of North Saint Paul HRA** Address **2400 Margaret Street, North Saint Paul, MN 55109**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s). **NorthstarMLS/Tax Records**

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ _____ Date of Contract _____ Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) _____
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid: _____

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☒ Increasing	☐ Stable	☐ Declining	PRICE	AGE	One-Unit	80.0 %
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☒ Shortage	☐ In Balance	☐ Over Supply	\$(000)	(yrs)	2-4 Unit	6.0 %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☒ Under 3 mths	☐ 3-6 mths	☐ Over 6 mths	230	Low	2	Multi-Family
Neighborhood Boundaries North,South,East,West *** See Additional Comments ***								340	High	26	Commercial
								287	Pred.	18	Other
Neighborhood Description North Saint Paul *** See Additional Comments ***											
Market Conditions (including support for the above conclusions) *** See Additional Comments ***											

Dimensions **60Fx120Lx60R** Area **7200 sf** Shape **Rectangular** View **N;Res;Park**
 Specific Zoning Classification **R-1** Zoning Description **Single Family Residential District**
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe _____

Utilities Public Other (describe) **Public Other (describe)** **Off-site Improvements--Type Public Private**
 Electricity ☒ ☐ Water ☒ ☐ Street **Asphalt** ☒ ☐
 Gas ☒ ☐ Sanitary Sewer ☒ ☐ Alley **None** ☐ ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **X** FEMA Map No. **27123C0065G** FEMA Map Date **06/04/2010**
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No. If No, describe _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe _____

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units ☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☐ Crawl Space	Foundation Walls	PourConc/Gd	Floors	Cpt/VinLam/Gd						
# of Stories 1	☒ Full Basement ☐ Partial Basement	Exterior Walls	Vinyl Lap/Gd	Walls	DW/Pnt/Gd						
Type ☒ Det. ☐ Att. ☐ S-Det/End Unit	Basement Area 1,646 sq. ft.	RooF Surface	Asphalt Shingle/Gd	Trim/Finish	Wd/Enam/Gd						
☐ Existing ☐ Proposed ☒ Under Const.	Basement Finish 0 %	Gutters & Downspouts	None	Bath Floor	Vin/Cer/Gd						
Design (Style) Ranch	☐ Outside Entry/Exit ☒ Sump Pump	Window Type	DH/Vinyl/Gd	Bath Wainscot	Fiberglass/Gd						
Year Built 2017	Evidence of ☐ Infestation	Storm Sash/Insulated	Yes/Gd	Car Storage	☐ None						
Effective Age (Yrs) _____	☐ Dampness ☐ Settlement	Screens	Yes/Gd	☒ Driveway	# of Cars 2						
Attic ☐ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities	☐ WoodStove(s) # 0	Driveway Surface	Concrete/Gd						
☐ Drop Stair ☐ Stairs	☐ Other ☐ Fuel Natl Gas	☒ Fireplace(s) # 2	☐ Fence None	☒ Garage	# of Cars 2						
☐ Floor ☒ Scuttle	Cooling ☒ Central Air Conditioning	☒ Patio/Deck Conc	☒ Porch 4Seas	☐ Carport	# of Cars						
☐ Finished ☐ Heated	☐ Individual ☐ Other	☐ Pool None	☒ Other CPrch	☒ Att.	☐ Det. ☐ Built-in						
Appliances ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☒ Washer/Dryer ☐ Other (describe)											
Finished area above grade contains: 6 Rooms 3 Bedrooms 2 Bath(s) 1,802 Square Feet of Gross Living Area Above Grade											
Additional features (special energy efficient items, etc.) *** See Additional Comments ***											
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject is new construction.											
Custom mission style cabinets, hickory and granite center island, ceramic back splash, pantry, full compliment of SS appliances, vinyl laminate flooring, enameled trim and panel doors, gas fireplace in living room with built-ins, gas stove in sun porch, grilling patio off porch, covered front porch with maintenance free decking and bead board ceiling, main floor laundry, custom fixtures, full unfinished basement with 2 egress windows and rough-in bath.											
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe _____											
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe _____											

Uniform Residential Appraisal Report

North Saint Paul HRA
File # 18070903

There are <u>1</u> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <u>321,900.00</u> to \$ <u>321,900.00</u>	
There are <u>5</u> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <u>229,900.00</u> to \$ <u>340,000.00</u>	
FEATURE	SUBJECT
2050 1st St N	2350 South Ave E
Address North Saint Paul, MN 55109-4081	North Saint Paul, MN 55109
Proximity to Subject	0.30 miles NW
Sale Price	\$ 299,900
Sale Price/Gross Liv. Area	\$ 188.62 sq. ft.
Data Source(s)	NorthstarMLS#4777893;DOM 137
Verification Source(s)	Tax Record
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	ArmLth
Concessions	Conv:0
Date of Sale/Time	s07/17c06/17
Location	N:Res;
Leasehold/Fee Simple	Fee Simple
Site	7200 sf
View	N:Res;Park
Design (Style)	Ranch
Quality of Construction	Q3
Actual Age	0
Condition	C1
Above Grade	Total Bdrms. Baths
Room Count	6 3 2
Gross Living Area	1,802 sq. ft.
Basement & Finished	1646sf0sfin
Rooms Below Grade	1569sf0sfin
Functional Utility	Average
Heating/Cooling	FWA/CAC
Energy Efficient Items	Average
Garage/Carport	2ga2dw
Porch/Patio/Deck	CPrch/Patio
Fireplace/Extras	2FP
Net Adjustment (Total)	\$ 30,400
Adjusted Sale Price of Comparables	\$ 330,300
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) NorthstarMLS/County Records	
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.	
Data Source(s) NorthstarMLS/County Records	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	
Price of Prior Sale/Transfer	
Data Source(s)	NorthstarMLS/Tax Records
Effective Date of Data Source(s)	07/16/2018
Analysis of prior sale or transfer history of the subject property and comparable sales The subject is a new construction property, has not been listed or sold in the 36 months prior to this analysis, is NOT subject to a pending agreement. The comparables have not sold in the 12 months prior to the indicated closed date.	
Summary of Sales Comparison Approach *** See Additional Comments ***	
Indicated Value by Sales Comparison Approach \$322,000	
Indicated Value by: Sales Comparison Approach \$322,000 Cost Approach (if developed) \$321,900 Income Approach (if developed) \$	
*** See Additional Comments ***	
This appraisal is made ☐ "as is," ☒ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: *** See	
Additional Comments ***	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 322,000, as of 07/16/2018, which is the effective date of this appraisal.	

[illegible]

Uniform Residential Appraisal Report

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ADDITIONAL
COMMENTS

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

Not required by the lender in this analysis. The age of the property precludes a reliable measure of value when using the replacement cost. The sales comparison approach is relied upon as recent sales are a fair representation of the current value in this market. Site value based on the extraction method for lack of recent land sales in this mature neighborhood.

ESTIMATED	☐	REPRODUCTION OR	☒	REPLACEMENT COST NEW	OPINION OF SITE VALUE.....=\$				48,000			
Source of cost data	Marshall & Swift Residential Cost Handbook				Dwelling	1,802	Sq. Ft. @ \$	125	=\$	225,250		
Quality rating from cost service	Gd		Effective date of cost data		03/18	BSMT	1,646	Sq. Ft. @ \$	20	=\$	32,920	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)												
Physical depreciation is based on the Age/Life Method. 0 years effective age/100 years economic life = 0% physical depreciation. Remaining economic life = 100 years. The subject roof is new, has a remaining economic life of a minimum of 2 years.					Garage/Carport		506	Sq. Ft. @ \$	31	=\$	15,686	
					Total Estimate of Cost-New						=\$	273,856
					Less	Physical	Functional	External				
					Depreciation				=\$ ()			
					Depreciated Cost of Improvements.....				=\$			273,856
					'As-is' Value of Site Improvements.....=\$							
Estimated Remaining Economic Life (HUD and VA only)					100	Years	Indicated Value By Cost Approach.....=\$				321,856	

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal name of project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data Source(s)
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.
Describe common elements and recreational facilities

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Uniform Residential Appraisal Report

North Saint Paul HRA
File # 18070903

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Kit B. Svee
Company Name Spectrum Appraisal Service
Company Address 6507 Orchard Ridge Trail
Woodbury, MN 55129
Telephone Number 651-769-0890
Email Address ksvee@spectrumappraisal.com
Date of Signature and Report 07/17/2018
Effective Date of Appraisal 07/16/2018
State Certification # 20066025
or State License # _____
or Other _____
State MN
Expiration Date of Certification or License 08/31/2020

ADDRESS OF PROPERTY APPRAISED

2050 1st St N
North Saint Paul, MN 55109-4081

APPRAISED VALUE OF SUBJECT PROPERTY \$ 322,000

CLIENT

Name Client
Company Name City of North Saint Paul HRA
Company Address 2400 Margaret Street
North Saint Paul, MN 55109
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

ADDITIONAL COMMENTS

Intended User North Saint Paul HRA

Property Address 2050 1st St N

City North Saint Paul County Ramsey

State MN

Zip Code 55109-4081

Client City of North Saint Paul HRA

SCOPE OF APPRAISAL

At the request of the City of North Saint Paul HRA, I personally conducted an on-site appraisal of the subject property and a personal exterior inspection of all comparables used in this report. The purpose of this appraisal is to estimate the value of the subject property as "to be completed" new construction as of the date of inspection. The scope of work includes, but is not necessarily limited to, the identification of the property to be appraised, the physical inspection of the property to be appraised, the type and extent of the data researched and the type and extent of analysis applied to derive the final estimate of value. This appraisal is intended to comply with Uniform Standards of Professional Appraisal Practice (USPAP) Standard I. The report itself is intended to meet the requirements of a SUMMARY APPRAISAL REPORT as outlined in Standards 2-2b of USPAP. This report is for the intended use by the specified client and may not be transferred or used by any other party without the written consent of the preparer.

The subject property is located 11 miles from my office. This assignment requires geographic competency as part of the scope of work. I have spent sufficient time in the subjects market and understand the nuances of the local market and the supply and demand factors relating to the specific property type and the location involved. Such understanding will not be imparted solely from a consideration of specific data such as demographics, costs, sales and rentals. The necessary understanding of local market conditions provides the bridge between a sale and a comparable sale or a rental and comparable rental.

This appraisal is considered a "hypothetical" analysis subject to the completion of the property according to the plans and specifications provided by the client.

The appraiser has NOT previously provided a service for the subject property within the 36 months prior to the effective date of this analysis.

NEIGHBORHOOD BOUNDARIES

The Subject is bounded on the North by South Ave, on the East by Division St N, on the South by Holloway Ave, and on the West by McKnight Rd.

NEIGHBORHOOD DESCRIPTION

The subject is located in the City of North Saint Paul, MN which has a current population of 12,300 residents. North St. Paul is an older established community located approximately 7 miles NE of the downtown St. Paul CBD and bordered to the east by the City of Oakdale, and west and south by the City of Maplewood. New construction occurs as lots become available. This city is convenient to all amenities and employment, Maplewood Regional Mall is two miles to the NW. Freeways and local highways are convenient to all Twin Cities Metro area.

MARKET CONDITIONS

I have considered relevant competitive listings and/or contract offerings of similar 1990+ built homes in the performance of this appraisal and in the trending information reported in this section. For lack of sufficient transactions of similar style homes in the defined neighborhood, especially new construction, trending is deemed unreliable. While new construction is evident throughout the city, few truly similar comparables were noted over the recent 12 months. When considering all transactions in the recent 12 months there appears to be a shortage of offerings in this residential neighborhood with less than 2 months of product available, marketing times stable, averaging 27 days for all sales in the previous 12 months. Listing Price vs. Sales Price ratio is stable, averaging 100% for this neighborhood in the previous 12 months. Prices appear to be increasing by 5% when using the price per square foot method of calculation based on MLS data sources. Based on MLS data sources, the subject defined neighborhood does not currently have an inordinate number of distressed listings

ADDITIONAL COMMENTS
Page 2

Intended User	North Saint Paul HRA		
Property Address	2050 1st St N		
City	North Saint Paul	County	Ramsey
		State	MN
		Zip Code	55109-4081
Client	City of North Saint Paul HRA		

that would be considered to have a direct influence on the marketability or pricing of the subject or other properties in this neighborhood as of the date of this analysis. No similar distressed offerings were noted at the time of inspection.

ADDITIONAL FEATURES

The subject is new construction and conforms to the neighborhood. No functional deficiencies were observed that would affect the marketing/pricing of this property. The appraiser has considered all indicated features as to their market influence in this analysis. No additional features were noted that would affect the value of this property. Free standing appliances indicated as "personal" are NOT included in the final estimate of value.

SALES COMPARISON APPROACH

The criteria for the selection of comparables included style, new construction status, unfinished basement, and above grade bedroom bath count. While new construction is evident throughout the city few truly similar comparables were available at the time of inspection. 4 sale comparables and 1 listing comparable are offered, similar to the subject in style/curb appeal and over all amenities. The listing comparable is under contract subject to inspection. Comparables 1 & 2 were new construction at the time of sale, have similar bedroom/bath count and no finished basement. For lack of recently closed sales comparables 1, 2 & 4 exceed the normally acceptable 6 month time frame and are time adjusted to reflect the 5% market price increase previously discussed in the market analysis section of this report. Comparable #3 closed within the previous 60 days and fairly reflects the current demand for this style property.

ANALYSIS OF ADJUSTMENTS:

Seller concessions are common to this market to 3%. An adjustment is made to the sale comparables if applicable for any excess concession determined where not otherwise necessary to the consummation of the transaction. A time adjustment is made where applicable reflecting the 5% market price increase in the previous 12 months. No adjustment is made to the listing comparable for Sale Price to Listing Price discount for this 100% market. Comparables 1, 2 & 4 are situated on busy roads and adjusted at 1% of the value of the transaction for the adverse ingress/egress condition. Comparable #3 is adjusted at 1% of the value of the transaction for superior private views to the rear. Quality adjustments are made to comparables 4 & 5 at 5% of the value of the transaction for superior interior materials, general ornamentation and refinements based on a review of MLS interior photos available. While C1 condition reflects new construction, C2 in this analysis reflects the lack of depreciation and replacement of all outdated components and is considered similar to the subject. Comparable #3 is adjusted at 5% of the value of the transaction for lack of similar updating to meet the C2 rating. No adjustment is made for actual age where otherwise reflected in the condition adjustment. Adjustments to gross living area are made at \$35 per sf, basement finish at \$12 per sf, full baths at \$4000 per, \$3000 per garage stall, \$2000 fireplace, \$500 patio/covered porch, \$2000 walkout.

This appraiser has researched closed sales over the last 12 months in order to select similar comparables from the standpoint of location, style, age and functional utility. Comparables selected are considered the most meaningful available at the time of this inspection. After gathering this information the analysis was completed and the opinion of value determined. Adjustments made on the market data grid are based on information reported, estimated adjustments based on contributory value, not necessarily cost value. The subject property is compatible with similar properties in the neighborhood. Comparables selected bracket the subject in terms of adjusted price and the sale price of these comparables support the final opinion of value herein determined. The comparables have closed within the last 12 months.

RECONCILIATION

The Market Data Approach is given the most weight, as it best indicates the actions of willing buyers and sellers in the marketplace. The Cost Approach strongly supports this value. The Income Approach lacks

ADDITIONAL COMMENTS
Page 3

Intended User	North Saint Paul HRA		
Property Address	2050 1st St N		
City	North Saint Paul	County	Ramsey
		State	MN
		Zip Code	55109-4081
Client	City of North Saint Paul HRA		

rationale since the typical buyer is the owner occupant. For lack of sufficient truly similar comparables available at the time of inspection all sale comparables are given equal weight in this analysis in the determination of the final opinion of value. The adjusted sale price of these comparables range from \$314,400 to \$330,300 with an unadjusted sale price range of \$295,000 to \$327,500.

The final opinion of value exceeds the predominant value of all sales in the previous 12 months by 12.2%, but is not considered over improved for the neighborhood and is well supported by the comparables used.

Exposure Time: The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

The subject exposure time is estimated at less than 90 days.

CONDITIONS OF APPRAISAL

The subject is new construction. This appraisal is completed with the property herein described SUBJECT TO COMPLETION per plans and specifications supplied by owner as well as on site personal inspection. All mechanical equipment considered to be in working order and subject to final inspection.

Market Conditions Addendum to the Appraisal Report

File No. 18071000

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **2050 1st St N** City **North Saint Paul** State **MN** ZIP Code **55109-4081**

Intended User **North Saint Paul HRA**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	4	1	0	☐ Increasing	☐ Stable	☒ Declining
Absorption Rate (Total Sales/Months)	0.67	0.33	0.00	☐ Increasing	☐ Stable	☒ Declining
Total # of Comparable Active Listings	1	0	1	☐ Declining	☒ Stable	☐ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	1.49	0.00	0.00	☐ Declining	☒ Stable	☐ Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	313,700	239,000	0	☒ Increasing	☐ Stable	☐ Declining
Median Comparable Sales Days on Market	30	44	0	☐ Declining	☒ Stable	☐ Increasing
Median Comparable List Price	240,000	0	321,900	☒ Increasing	☐ Stable	☐ Declining
Median Comparable Listings Days on Market	52	0	4	☐ Declining	☒ Stable	☐ Increasing
Median Sale Price as % of List Price	100%	100%	0%	☐ Increasing	☐ Stable	☐ Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	☒ Yes	☐ No		☐ Declining	☒ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). **Based on MLS data sources, seller concessions appear to be common to this neighborhood with a range of 0% to 3% (3% for FHA financing) with 3% considered acceptable but analyzed on an individual basis.**

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Based on MLS data sources, the subject defined neighborhood does not currently have an inordinate number of distressed listings that would be considered to have a direct influence on the marketability or pricing of the subject or other properties in this neighborhood as of the date of this analysis. No similar distressed offerings were noted at the time of inspection.

Cite data sources for above information. **NorthstarMLS and county data provide the basis for the conclusions in this analysis.**

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

There were a total of 5 Comparable Settled Sales in the past 12 months. The Median Sales Price for the prior 7-12 months was \$313,700 and for the current to prior 3 months is \$0. The Months Supply for the prior 7-12 months was 1 and 0 for the current to prior 3 month period. The Median Days on Market for the prior 7-12 months was 30 and 0 for the current to prior 3 month period. The statistics above were generated from an exported MLS market search. Details regarding the calculations and process can be found online at <http://www.sfrep.com/1004MC/calc/>

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☐ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				☐ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature

Appraiser Name **Kit B. Svec**

Company Name **Spectrum Appraisal Service**

Company Address **6507 Orchard Ridge Trail, Woodbury, MN 55129**

State License/Certification # **20066025**

State **MN**

Email Address **ksvec@spectrumappraisal.com**

Signature

Appraiser Name

Company Name

Company Address

State License/Certification #

State

Email Address

North Saint Paul 3 Year "Average Price per Square Foot" Trend

Kit Svey
Spectrum Appraisal Services

Office: 651-769-0890
Fax: 651-769-0891
ksvey@spectrumappraisal.com



Average Price Per Square Foot

\$130

— North Saint Paul

\$125

\$120

\$115

\$110

\$105

1-2015

1-2016

1-2017

1-2018

North Saint Paul: Traditional, Previously Owned, \$250,000 or More, Single-Family

Each data point is 12 months of activity. Data is from July 16, 2018.

All data from NorthstarMLS. Data deemed reliable but not guaranteed. InfoSparks © 2018 ShowingTime.

North Saint Paul 3 Year "Months Supply of Homes for Sale" Trend

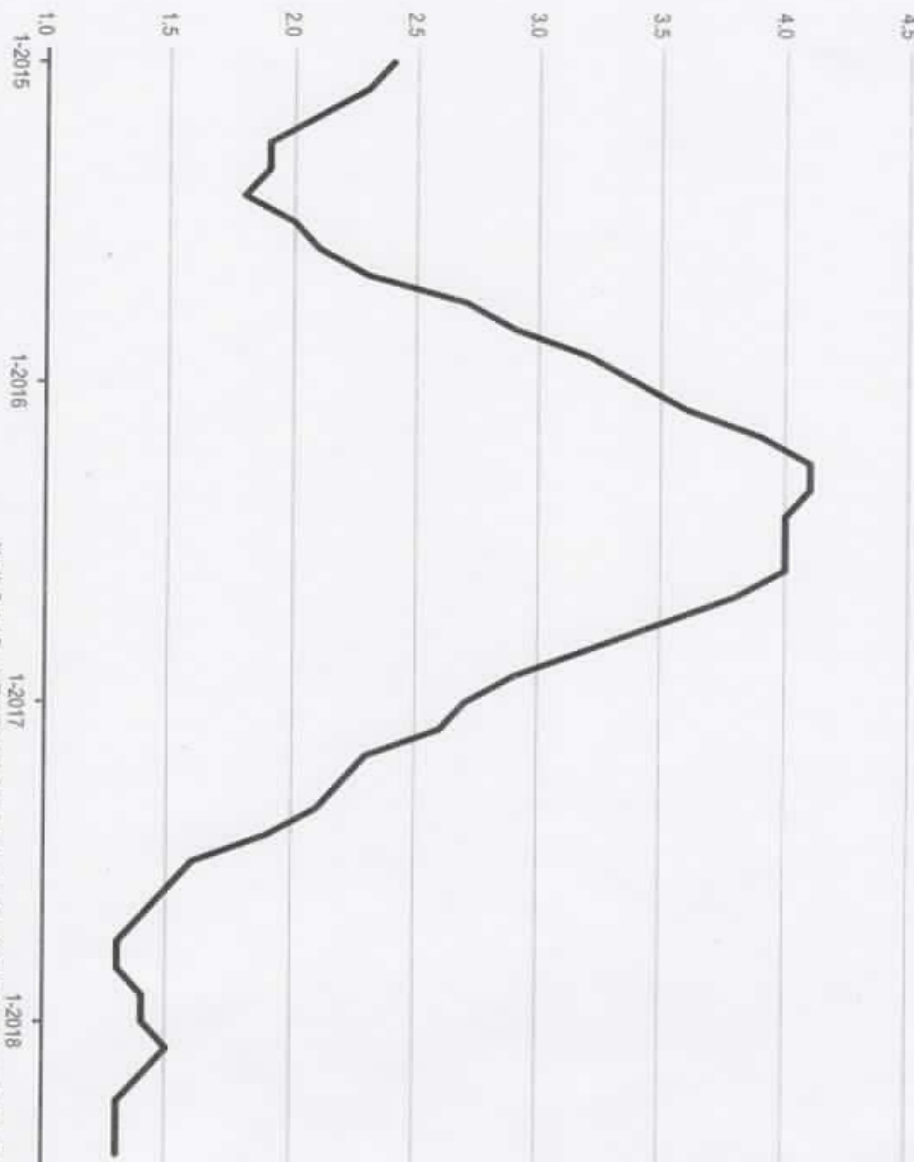
Kit Svec
Spectrum Appraisal Services

Office: 651-769-0890
Fax: 651-769-0891
ksvec@spectrumappraisal.com



Months Supply of Homes for Sale

— North Saint Paul



North Saint Paul: Traditional, Previously Owned, \$250,000 or More, Single-Family
Each data point is 12 months of activity. Data is from July 16, 2018.
All data from NorthstarMLS. Data deemed reliable but not guaranteed. InfoSparks © 2018 ShowingTime.

North Saint Paul 3 Year "Average Days on Market" Trend

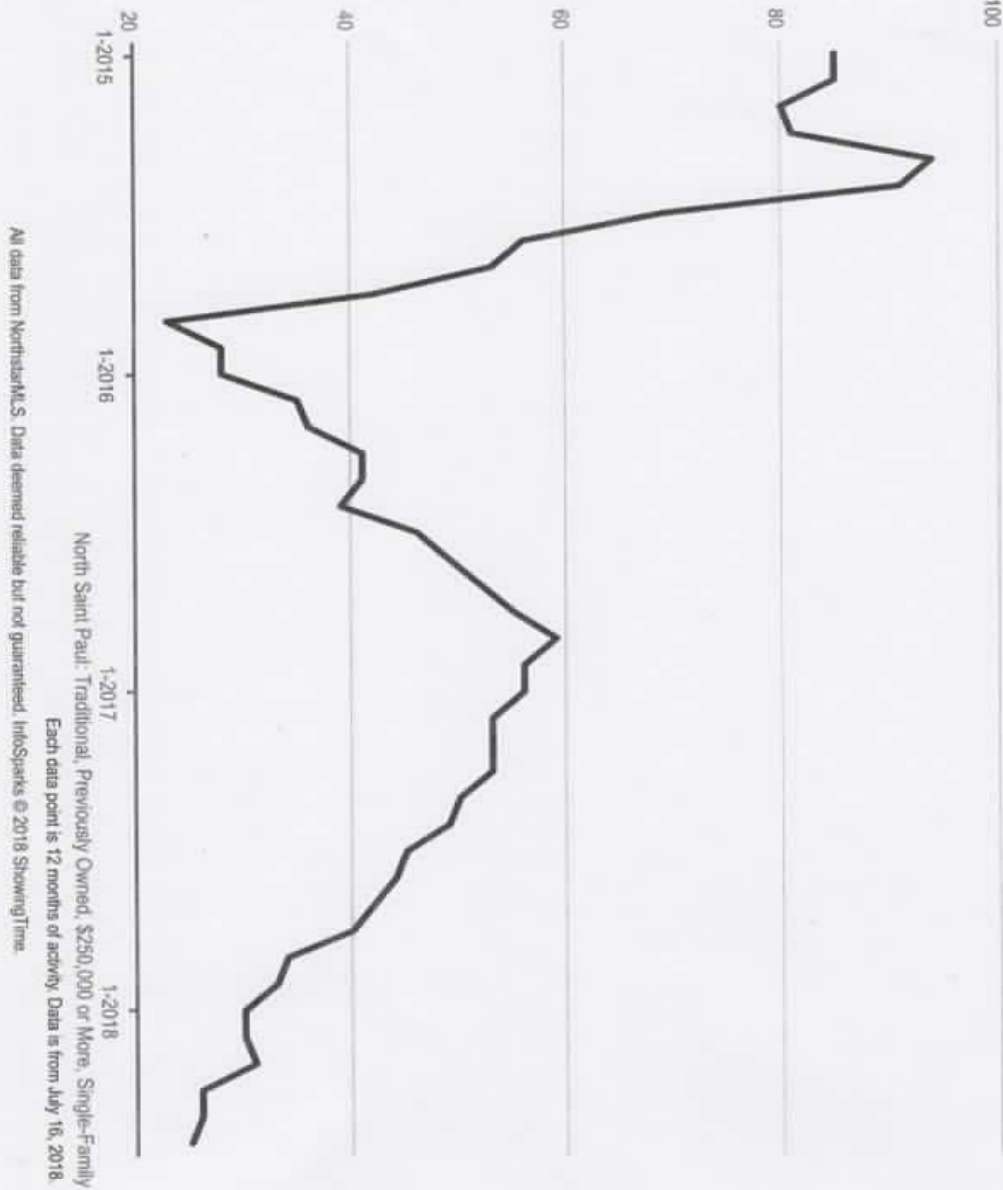
Kit Svee
Spectrum Appraisal Services

Office: 651-769-0890
Fax: 651-769-0891
ksvee@spectrumappraisal.com



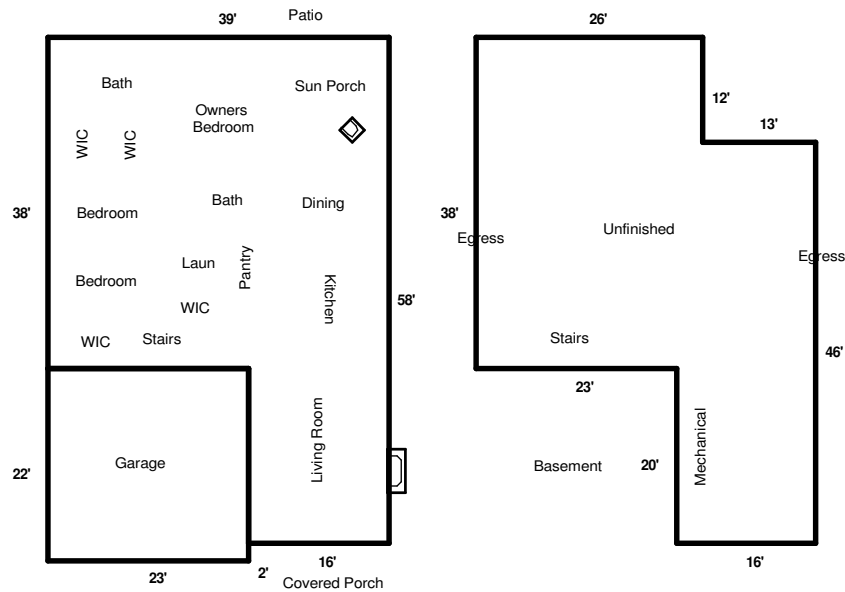
Average Days on Market

— North Saint Paul



SKETCH ADDENDUM

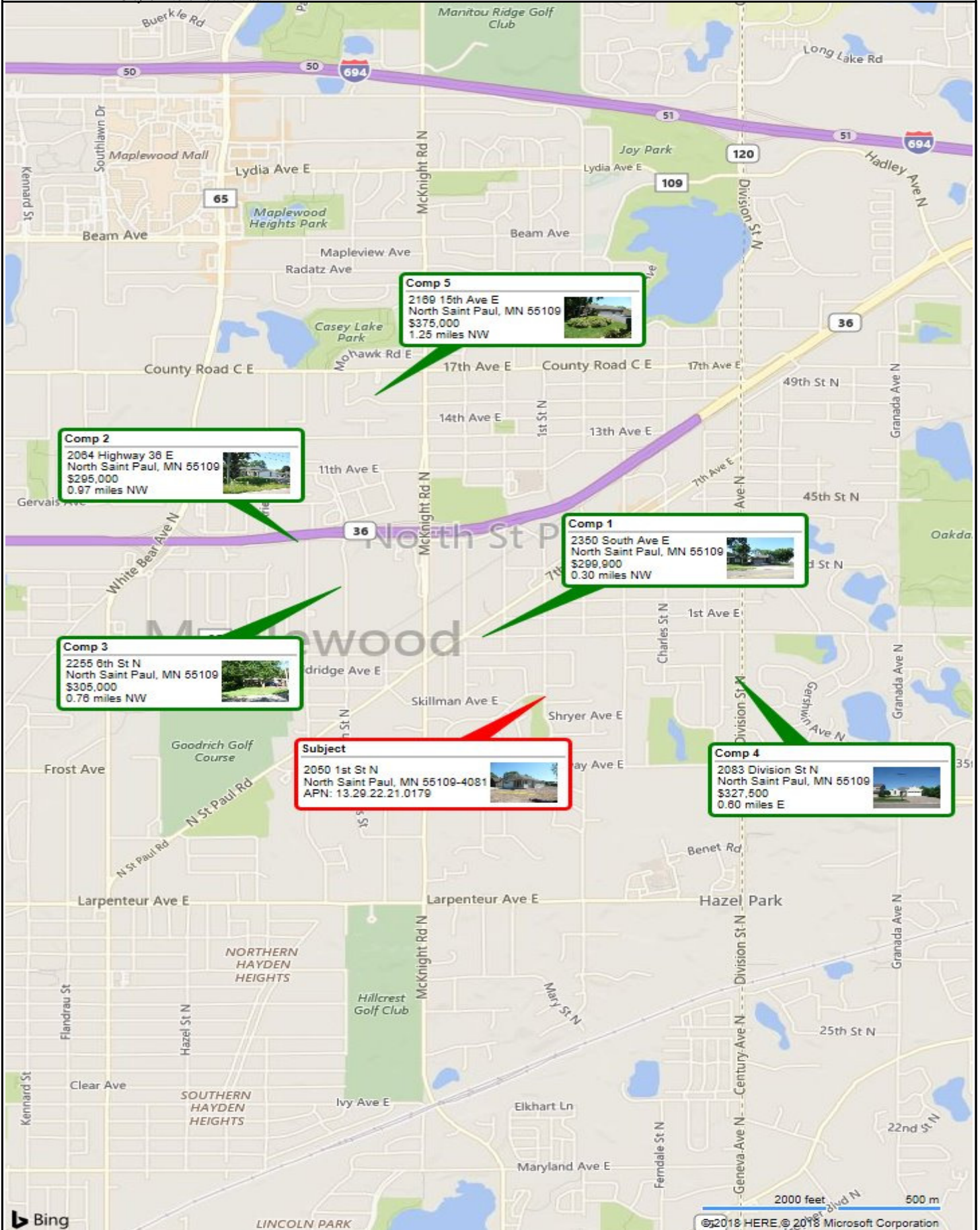
Intended User	North Saint Paul HRA				
Property Address	2050 1st St N				
City	North Saint Paul	County	Ramsey	State	MN
				Zip Code	55109-4081
Client	City of North Saint Paul HRA				



SUMMARY		SQ FT AREA	PERIMETER	AREA CALCULATION DETAILS	
Living Area				First Floor	
First Floor	1802	194		39.0 X 38.0 =	1482.0
				16.0 X 20.0 =	320.0
Basement				Total	1802.0
Basement	1646	194			
Garage/Carport					
Attached Garage	506	90			

Location Map

Intended User North Saint Paul HRA
Property Address 2050 1st St N
City North Saint Paul County Ramsey State MN Zip Code 55109-4081
Client City of North Saint Paul HRA



FLOOD MAP

Intended User	North Saint Paul HRA
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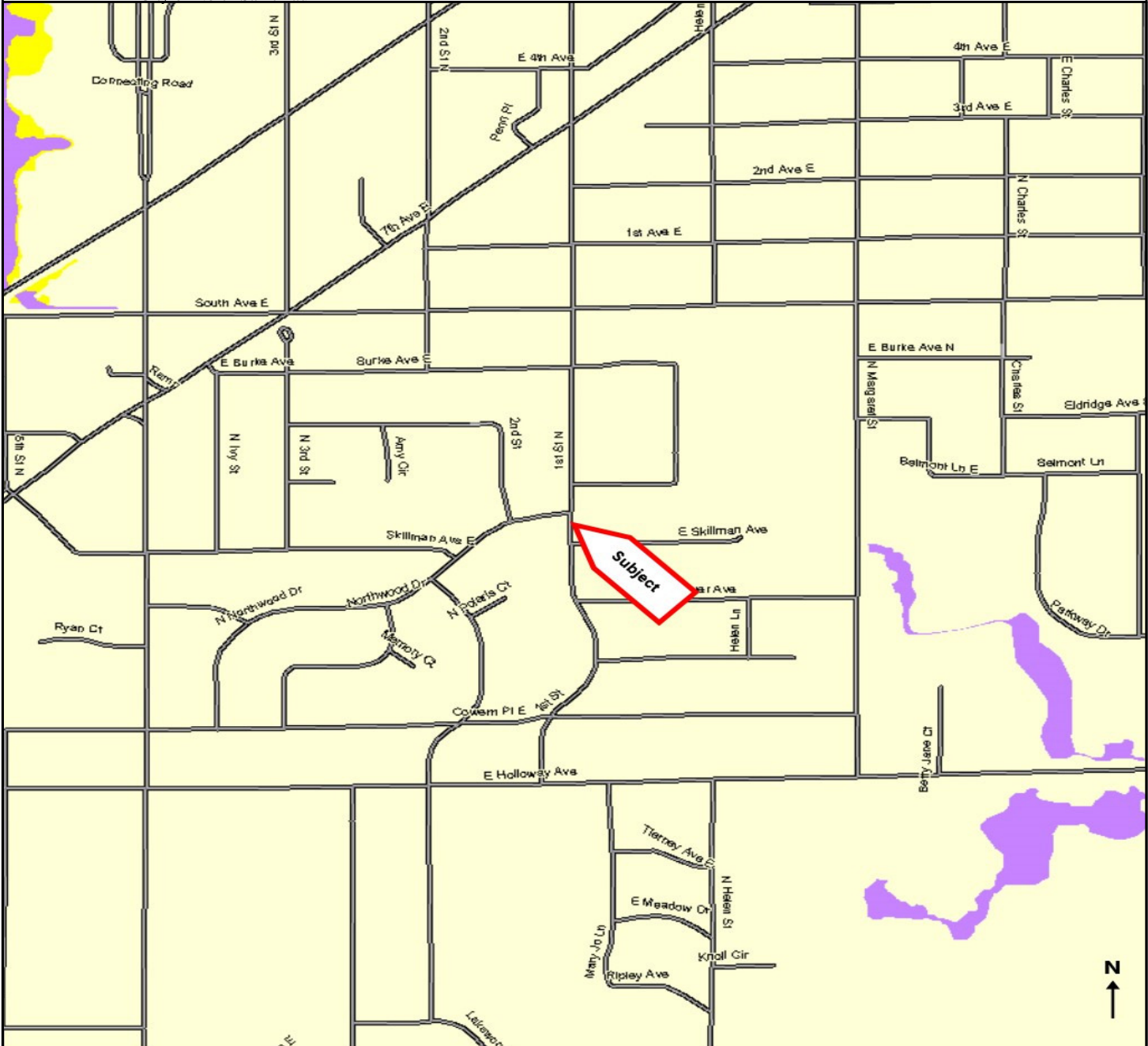
Property Address	2050 1st St N
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City	North Saint Paul	County	Ramsey
------	------------------	--------	--------

State	MN
-------	----

Zip Code 55109-4081

Client City of North Saint Paul HRA



Flood Zones

-  Areas inundated by 500-year flooding
 Areas outside of the 100- and 500-year flood plains
 Areas inundated by 100-year flooding
 Areas inundated by 100-year flooding with velocity hazard

-  Floodway areas
-  Floodway areas with velocity hazard
-  Areas of undetermined but possible flood hazards
-  Areas not mapped on any published FIRM

Flood Zone Determination

Latitude: 45.003231

Longitude: -92.997306

Community Name:

NORTH ST. PAUL, CITY OF

Community: 270382

SFHA (Flood Zone): No

Within 250 ft. of multiple flood zones: No

Zone: X

Map #: 27123C0065G

Panel: 0065G

Panel Date: 06/04/2010

FIPS Code: 27123

Census Tract: 427

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

PHOTOGRAPH ADDENDUM

Intended User North Saint Paul HRA

Property Address 2050 1st St N

City North Saint Paul County Ramsey

State MN

Zip Code 55109-4081

Client City of North Saint Paul HRA

**FRONT VIEW OF
SUBJECT PROPERTY****REAR VIEW OF
SUBJECT PROPERTY****STREET SCENE OF
SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

Intended User North Saint Paul HRA

Property Address 2050 1st St N

City North Saint Paul County Ramsey

State MN

Zip Code 55109-4081

Client City of North Saint Paul HRA



Living Room



Dining



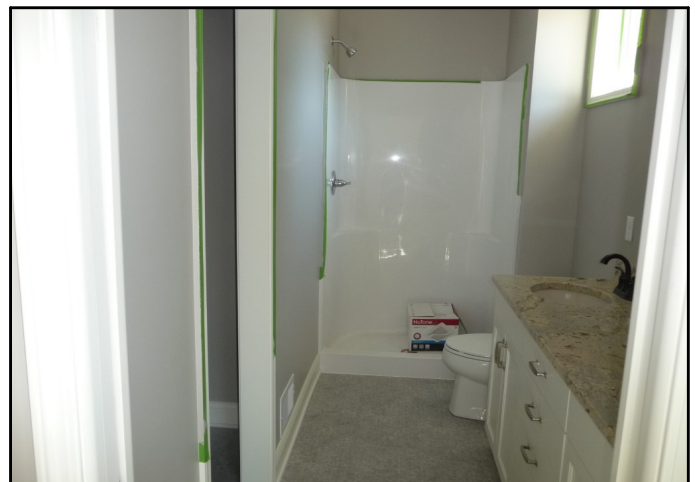
Kitchen



4 Season Porch



Owners Bedroom



Owners Bath

PHOTOGRAPH ADDENDUM

Intended User North Saint Paul HRA

Property Address 2050 1st St N

City North Saint Paul County Ramsey

State MN

Zip Code 55109-4081

Client City of North Saint Paul HRA



Main Bath



Bedroom 2



Bedroom 3



Main Floor Laundry



Unfinished Basement



Park View Across Street

PHOTOGRAPH ADDENDUM

Intended User North Saint Paul HRA

Property Address 2050 1st St N

City North Saint Paul County Ramsey

State MN

Zip Code 55109-4081

Client City of North Saint Paul HRA



View to Rear



Additional Front View



Additional Rear View



PHOTOGRAPH ADDENDUM

Intended User North Saint Paul HRA

Property Address 2050 1st St N

City North Saint Paul County Ramsey

State MN

Zip Code 55109-4081

Client City of North Saint Paul HRA

COMPARABLE #1

2350 South Ave E
North Saint Paul, MN 55109

Price	\$299,900
Price/SF	188.62
Date	s07/17c06/17
Age	2
Room Count	5-3-2
Living Area	1,590

Value Indication \$330,300

COMPARABLE #2

2064 Highway 36 E
North Saint Paul, MN 55109

Price	\$295,000
Price/SF	204.86
Date	s08/17c04/17
Age	2
Room Count	6-3-2
Living Area	1,440

Value Indication \$321,700

COMPARABLE #3

2255 6th St N
North Saint Paul, MN 55109

Price	\$305,000
Price/SF	214.94
Date	s05/18c04/18
Age	30
Room Count	6-3-2.1
Living Area	1,419

Value Indication \$321,900

PHOTOGRAPH ADDENDUM

Intended User North Saint Paul HRA

Property Address 2050 1st St N

City North Saint Paul County Ramsey

State MN

Zip Code 55109-4081

Client City of North Saint Paul HRA

COMPARABLE #42083 Division St N
North Saint Paul, MN 55109

Price	\$327,500
Price/SF	200.18
Date	s09/17;c08/17
Age	11
Room Count	5-2-2.0
Living Area	1,636

Value Indication \$314,400

COMPARABLE #52169 15th Ave E
North Saint Paul, MN 55109

Price	\$375,000
Price/SF	187.50
Date	Active
Age	30
Room Count	6-3-2.1
Living Area	2,000

Value Indication \$328,900

COMPARABLE #6

Price	\$
Price/SF	
Date	
Age	
Room Count	--
Living Area	

Value Indication \$

DISCLOSURE ADDENDUM

Intended User	North Saint Paul HRA		
Property Address	2050 1st St N		
City	North Saint Paul	County	Ramsey
		State	MN
		Zip Code	55109-4081
Client	City of North Saint Paul HRA		

DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

APPRAISER:

Signature: 
Name: Kit B. Svec
Date Signed: 07/17/2018
State Certification #: 20066025
or State License #: _____
State: MN
Expiration Date of Certification or License: 08/31/2020

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____
☐ Did ☐ Did Not Inspect Property

KIT B. SVEE - MINNESOTA APPRAISER LICENSE

STATE OF MINNESOTA



KIT BRIAN SVEE
6507 ORCHARD RIDGE TRAIL
WOODBURY, MN 55129

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
KIT BRIAN SVEE

6507 ORCHARD RIDGE TRAIL
WOODBURY, MN 55129

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of
Resident Appraiser : Certified Residential

License Number: 20066025

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect
until August 31, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 09, 2018.

A handwritten signature in cursive script that reads "Jessica Lorman".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce
Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101-3165
Telephone: (651) 539-1599
Email: licensing.commerce@state.mn.us
Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.



COOPERATIVE BROKER COMMISSION PAYOUT AUTHORIZATION

PROPERTY ADDRESS 7050 1st ST. N.

TO: CLOSING / SETTLEMENT AGENT

YOU ARE AUTHORIZED TO PAY THE CO-OP BROKER (SELLING BROKER) THE FOLLOWING SPECIFIED AMOUNT AT CLOSING. PLEASE REFLECT THE PAYMENT ON THE HUD-1 SETTLEMENT STATEMENT.

P.A. FINAL ACCEPTANCE DATE _____ SALE PRICE COMMISSION
BASED ON gross → GROSS COMMISSION % 2.7

MLS % NONE

OTHER COMPENSATION DUE CO-OP BROKER (i.e. BONUS, BROKER ADMIN., ETC.) \$ NONE

TOTAL PAYMENT TO CO-OP BROKER (SELLING BROKER): \$ 8,694 (2.7%)

EMPIRE REALTY, LLC.

SELLING BROKER:

EMPIRE REALTY, LLC.
(COMPANY)

SELLING ASSOCIATE:

LOOJ TUAM TOM LEE
(NAME)

800 MINNETTA AVE E.
(BRANCH ADDRESS)

SUITE: 370

ST. PAUL, MN 55106
(CITY, ZIP CODE)

651-224-4864
(MAIN OFFICE PHONE #)

C: 651-210-6366

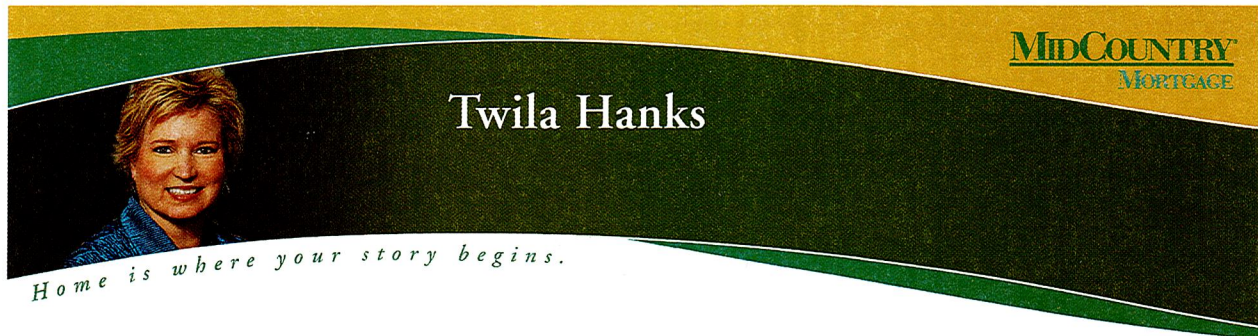
DOES THIS TRANSACTION INCLUDE HOME WARRANTY?
HOME WARRANTY PAID BY:

☐ YES ☒ NO
☐ SELLER ☐ BUYER ☐ AGENT

X LISTING COMPANY: _____

X LISTING COMPANY BROKER OR OFFICE MANAGER SIGNATURE: _____

X DATE: _____



July 19, 2018

To: Tom Looj Tuam Lee
Tomlee10@hotmail.com

Re: Cha and Jenny Moua

Property: 2050 1st Street North
North St. Paul, MN 55109

Dear Tom:

Cha and Jenny have applied for FHA financing. I am pleased to inform you that based on the information they have provided in their application concerning employment, income, assets, liabilities and source of funds to close they have been pre-approved for the above purchase transaction price of \$322000 subject to the following:

1. Receipt of an acceptable Appraisal, Title Work & Insurance binder.
2. Receipt of an acceptable Flood Certification
3. Compliance with FHA and investor criteria

This pre-approval is subject to full verification of the items stated above and an underwriter's review of all the information prior to closing.

This pre-approval expires on September 21, 2018.

MidCountry Bank must be notified on any changes in their current financial status.

MidCountry Bank reserves the right to terminate this pre-approval upon written notice to you in the event of any changes of the above terms or conditions before the closing of the proposed loan.

Sincerely,

Twila Hanks
NMLS# 463857
MidCountry Mortgage
612-998-7747 (cell)
952-653-5013 (direct)
952-241-3048 (efax)
thanks@MidCountryMortgage.com

ADDENDUM TO PURCHASE AGREEMENT

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1. Date 07/18/2018

2. Page 1

3. Addendum to Purchase Agreement between parties, dated July 18th, 20 18, pertaining to the
4. purchase and sale of the property at 2050 1st Street N.

5. _____

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. Seller to leave the following personal property as seen on the date of
9. 7/14/18: Range, Refrigerator, Dishwasher, Microwave-Exhaust Hood/Fan,
10. gas fireplace in the sun room, gutters, Washer and Dryer.

11. Seller to also lay the sod/grass within 60 days after closing.

12. Seller to also add 4 service outlets into the lower level prior to
13. close.

14.

15.

16.

17.

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21.

22.

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24.

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26.

27.

28.

29.

30.

31. _____
(Seller) City of North Saint Paul (HRA) (Date)

AuthentiSIGN
Cha Moua 07/27/2018
(Buyer) 7/27/2018 12:53 PM CDT (Date)

32. _____
(Seller) (Date)

AuthentiSIGN
Jenny Y Moua 07/27/2018
(Buyer) 7/27/2018 12:54 PM CDT (Date)

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

PURCHASE AGREEMENT: NEW CONSTRUCTION

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1. Page 1 Date 07/18/2018
2. RECORDS AND REPORTS, IF ANY, ARE
3. ATTACHED AND MADE A PART OF THIS
4. PURCHASE AGREEMENT

5. BUYER (S): Cha Moua

6. Jenny Yang Moua

7. Buyer's earnest money in the amount of _____

8. One Thousand Dollars

9. (\$ 1,000.00) shall be: (Check one.)

10. ☐ GIVEN IMMEDIATELY UPON FINAL ACCEPTANCE OF THIS PURCHASE AGREEMENT TO THE SELLER

11. ("BUILDER") AS A CONSTRUCTION DEPOSIT FOR PART PAYMENT OF MATERIALS AND LABOR; OR

12. ☒ DELIVERED TO LISTING BROKER, OR, IF CHECKED, TO ☒ Seller's Title Company

-----("Earnest Money Holder")-----

13. NO LATER THAN TWO (2) BUSINESS DAYS AFTER FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT.

14. Buyer and Builder agree that Earnest Money Holder shall deposit any earnest money in the Earnest Money Holder's

15. trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase

16. Agreement, whichever is later.

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

18. Street Address: 2050 1st Street N. ,

19. City of North Saint Paul , County of Ramsey , State of Minnesota, legally

20. described as _____

21. _____

22. Builder hereby agrees to construct upon the real property a home, together with other improvements, to be built in substantial

23. conformance with the Plans and Specifications for the House Plans for 2050 1st Street North , a copy of which is attached

(Plan # or Model Name)

24. to this Purchase Agreement as Exhibit "A" or is in the office of Builder. The real property, as improved by construction,

25. together with personal property, if any, chosen by Buyer and to be provided by Builder (collectively the "Property").

PURCHASE PRICE:

27. Builder has agreed to sell the Property to Buyer for the sum of (\$ 322,000.00)

28. Three Hundred Twenty-Two Thousand Dollars, which Buyer agrees to pay as follows:

29. additional earnest money (in the method elected above) of \$ _____

30. due _____ ; and

(Dates, Terms, or Conditions)

31. 1. 3.5 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest

32. money;

33. 2. 96.5 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

34. 3. n/a percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*

35. *Purchase Agreement: Assumption Financing*.)

36. 4. n/a percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*

37. *Agreement: Contract for Deed Financing*.)

CLOSING DATE:

39. The date of closing shall be on or before August 31st , 20 18 .

PURCHASE AGREEMENT: NEW CONSTRUCTION

40. Page 2 Date 07/18/2018

41. Property located at 2050 1st Street N. North Saint Paul

42. MORTGAGE FINANCING:

43. This Purchase Agreement ☒ **IS** ☐ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the
-----*(Check one.)*-----

44. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **BUILDER'S CONTRIBUTIONS TO BUYER'S**
45. **COSTS** section.

46. Such mortgage financing shall be: *(Check one.)*

47. ☒ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

48. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

49. ☐ **CONVENTIONAL**

50. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

51. ☒ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

52. ☐ **MINNESOTA HOUSING FINANCE AGENCY ("MHFA")**

53. ☐ **PRIVATELY INSURED CONVENTIONAL**

54. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

55. ☐ **OTHER** _____

56. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than 30

57. years, with an initial interest rate at no more market % percent (%) per annum. The mortgage application **IS TO**
58. **BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this Purchase Agreement. Buyer
59. agrees to use best efforts to secure a commitment for such financing and to execute all documents required to
60. consummate said financing.

61. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
62. to the first mortgage and any subordinate financing. *(Check one.)*

63. ☒ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
64. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Builder shall immediately
65. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

66. ☒ **REFUNDED TO BUYER** ☐ **FORFEITED TO BUILDER.**

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

67. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO BUILDER** may be
68. prohibited. See the following DVA and FHA Escape Clauses.

69. ☐ Buyer shall provide Builder, or licensee representing or assisting Builder, with the Written Statement, on
70. or before _____, 20____.

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

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

79. (a) work orders agreed to be completed by Builder;

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

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

PURCHASE AGREEMENT: NEW CONSTRUCTION

82. Page 3 Date 07/18/2018

83. Property located at 2050 1st Street N. North Saint Paul.
84. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
85. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Builder
86. may, at Builder's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
87. canceled. If Builder declares this Purchase Agreement canceled, Buyer and Builder shall immediately sign a
88. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
89. forfeited to Builder as liquidated damages. In the alternative, Builder may seek all other remedies allowed by law.
90. Notwithstanding the language in the preceding paragraph, Builder may not declare this Purchase Agreement
91. canceled if the reason this Purchase Agreement does not close was due to:
92. (a) Builder's failure to complete work orders to the extent required by this Purchase Agreement;
93. (b) Builder's failure to complete any other financing terms agreed to be completed by Builder here; or
94. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as
95. specified in the contingency for sale and closing of Buyer's property.
96. If the Written Statement is not provided by the date specified on line 70, Builder may, at Builder's option, declare this
97. Purchase Agreement canceled by written notice to Buyer at any time prior to Builder receiving the Written Statement,
98. in which case this Purchase Agreement is canceled. In the event Builder declares this Purchase Agreement
99. canceled, Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said
100. cancellation and directing all earnest money paid here to be refunded to Buyer.
101. If the Written Statement is not provided, and Builder has not previously canceled this Purchase Agreement, this
102. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Builder
103. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
104. money paid here to be refunded to Buyer.
105. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
106. *(Check one.)*
107. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**
108. ☒ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**
109. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty
110. that Builder shall make repairs required by the lender commitment. However, Builder agrees to pay up to
111. \$ 0.00 to make repairs as required by the lender commitment. If the lender commitment
112. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Builder shall have the
113. following options:
114. (a) making the necessary repairs; or
115. (b) negotiating the cost of making said repairs with Buyer; or
116. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Builder
117. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
118. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
119. amounts related thereto above the amount specified on line 111 of this Purchase Agreement.
120. ☐ **BUILDER** ☒ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
-----*(Check one.)*-----
121. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions of
122. this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
123. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
124. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
125. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
126. appraised value of the Property as not less than \$ 322,000.00 .
(sale price)
127. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to
128. the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage HUD
129. will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
130. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT: NEW CONSTRUCTION

131. Page 4 Date 07/18/2018

132. Property located at 2050 1st Street N. North Saint Paul.
133. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Builder agrees to pay Buyer's closing fees and
134. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ 0.00.
135. This amount is in addition to Builder's Contributions to Buyer's Costs, if applicable.
136. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid
137. at the closing of this transaction as follows:
138. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
 -----(Check one.)-----
139. _____ paid by Builder
140. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**
141. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
142. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
143. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
144. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
145. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
146. regard to the amount of reasonable value established by the Department of Veterans' Affairs."
147. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
148. **annual installments of special assessments certified to yearly taxes.**
149. **OTHER MORTGAGE FINANCING ITEMS:** _____
150. _____

BUILDER'S CONTRIBUTIONS TO BUYER'S COSTS:

151. _____
152. Builder ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Builder agrees to pay at closing, up to: (Check one.)
 -----(Check one.)-----
153. ☐ \$ _____
154. ☐ _____ percent (%) of the sale price
155. ☐ _____ percent (%) of the mortgage amount
156. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
157. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
158. amount of Builder's contribution that exceeds Buyer's allowable costs, or which cannot be used because Builder's
159. contribution exceeds the maximum Builder contribution allowed by law or by mortgage requirements, shall be retained
160. by Builder.

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

INSPECTIONS:

163. _____
164. Buyer has been made aware of the availability of Property inspections. Buyer ☐ **Elects** ☒ **Declines** to have a Property
 -----(Check one.)-----
165. inspection performed at Buyer's expense.
166. This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
 -----(Check one.)-----
167. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
168. Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall**
169. **satisfy Buyer as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement,
170. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original
171. condition or otherwise damages the Property.
172. Builder ☐ **DOES** ☒ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
 -----(Check one.)-----
173. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
174. intrusive testing at Buyer's sole expense.
175. Builder will provide access to attic(s) and crawlspace(s).

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

176. Page 5 Date 07/18/2018

177. Property located at 2050 1st Street N. North Saint Paul

178. All inspection(s), test(s), and resulting negotiations, if any, shall be done within 0 Calendar Days of Final
179. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based
180. on the inspection(s) or test result(s) by providing written notice to Builder, or licensee representing or assisting Builder, of
181. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,
182. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
183. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before
184. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase
185. Agreement shall be in full force and effect.

186. Builder, or licensee representing or assisting Builder, ☐ **SHALL** ☐ **SHALL NOT** have the right to continue to offer
187. the Property for sale until this Inspection Contingency is removed. (Check one.)

188. **OTHER INSPECTION ITEMS:** _____

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

190. (Check one.)

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

193. OR

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

196. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
197. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
198. is canceled. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said
199. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
200. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
201. Agreement, if applicable.

202. OR

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

205. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

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

208. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate
209. taxes due and payable in the year of closing. (Check one.)

210. Builder shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ _____ **12ths OF** ☐ **ALL** ☐ **NO** real estate taxes
211. due and payable in the year of closing. (Check one.)

212. Builder warrants that taxes due and payable in the year 20 18 shall be **NON-HOMESTEAD** classification. Builder
213. agrees to pay Buyer at closing \$ 0.00 toward the non-homestead real estate taxes. Buyer
214. agrees to pay any remaining balance of non-homestead taxes when they become due and payable. Buyer shall pay
215. real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise
216. here provided. No representations are made concerning the amount of subsequent real estate taxes.

217. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

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

220. ☐ **BUYER AND BUILDER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **BUILDER SHALL PAY ON**
221. **DATE OF CLOSING** all installments of special assessments certified for payment with the real estate taxes due and
222. payable in the year of closing. (Check one.)

PURCHASE AGREEMENT: NEW CONSTRUCTION

223. Page 6 Date 07/18/2018

224. Property located at 2050 1st Street N. North Saint Paul.

225. ☐ **BUYER SHALL ASSUME** ☒ **BUILDER SHALL PAY** on date of closing all other special assessments levied as
----- (Check one.) -----

226. of the date of this Purchase Agreement.

227. ☐ **BUYER SHALL ASSUME** ☒ **BUILDER SHALL PROVIDE FOR PAYMENT OF** special assessments pending
----- (Check one.) -----

228. as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.

229. (Builder's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the

230. assessments, or less, as required by Buyer's lender.) Buyer shall pay any unpaid special assessments payable in the year

231. following closing and thereafter, the payment of which is not otherwise here provided. As of the date of this Purchase

232. Agreement, Builder represents that Builder ☐ **HAS** ☒ **HAS NOT** received a notice regarding any new improvement project
----- (Check one.) -----

233. from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received

234. by Builder after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such

235. notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may

236. agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments.

237. In the absence of such agreement, either party may unilaterally pay, provide for the payment of, or assume such

238. special assessments. In the absence of said agreement or said unilateral election, either party may declare this Purchase

239. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which

240. case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and

241. Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all

242. earnest money paid here to be refunded to Buyer.

243. **ADDITIONAL PROVISIONS:**

244. **PREVIOUSLY WRITTEN PURCHASE AGREEMENT:** This Purchase Agreement ☐ **IS** ☒ **IS NOT** subject to
----- (Check one.) -----

245. cancellation of a previously written purchase agreement dated _____, 20 ____.

246. (If answer is **IS**, said cancellation shall be obtained no later than _____, 20 ____.

247. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Builder shall immediately

248. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to

249. be refunded to Buyer.)

250. **PRICE PROTECTION:** If this Purchase Agreement is contingent, a _____-day price protection is granted from

251. the date of this Purchase Agreement. If the contingency is not removed within said time period, price shall become

252. null and void. Buyer and Builder will then renegotiate the price. In the event the price cannot be renegotiated, this

253. Purchase Agreement is canceled. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement*

254. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

255. **COMMENCEMENT OF CONSTRUCTION:** Upon execution of this Purchase Agreement and clearing of all contingencies,

256. Builder shall commence with all reasonable diligence to final completion.

257. BUYER AGREES THAT THE DIRECTION AND SUPERVISION OF THE WORKFORCES, INCLUDING

258. SUBCONTRACTORS, RESTS EXCLUSIVELY WITH BUILDER. BUYER AGREES NOT TO INTERFERE WITH OR

259. ISSUE INSTRUCTIONS TO WORKFORCES NOR TO CONTRACT FOR ADDITIONAL WORK WITH CONTRACTORS

260. OR SUBCONTRACTORS EXCEPT WITH BUILDER'S WRITTEN PERMISSION. IF PERMISSION IS GRANTED,

261. SUCH ADDITIONAL WORK SHALL NOT INTERFERE WITH BUILDER'S COMPLETION OF THE CONSTRUCTION

262. OF THE HOME.

263. **MODIFICATIONS:** Any significant change in the *Plans and Specifications* must be approved in writing by

264. both parties citing by CHANGE ORDER any increase or decrease in the purchase price caused by such change.

265. Unless otherwise agreed in writing, any such increase or decrease shall be reflected as an adjustment in cash at

266. ☒ **EXECUTION OF THE CHANGE ORDER** ☐ **CLOSING**. Materials of similar type and quality may be substituted
----- (Check one.) -----

267. without notice to or consent of Buyer, as long as such change or substitution shall not substantially alter the character

268. of the home or reduce the value thereof.

PURCHASE AGREEMENT: NEW CONSTRUCTION

269. Page 7 Date 07/18/2018

270. Property located at 2050 1st Street N. North Saint Paul

271. **COMPLETION:** At closing, Builder shall furnish proper individual lien waivers for all labor and materials provided.
272. Builder's funds shall be escrowed for any work which cannot be completed because of weather conditions or because
273. of mortgage requirements. Such escrowed funds shall be payable to Builder upon completion of such specified
274. work.

275. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Builder shall deliver a: *(Check one.)*

276. ☒ **Warranty Deed**, ☐ **Personal Representative's Deed**, ☐ **Contract for Deed**, ☐ **Trustee's Deed**, or

277. ☐ **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to

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

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

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

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

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

283. _____ ; and

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

285. _____

286. **POSSESSION:** Builder shall deliver possession of the Property: *(Check one.)*

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

288. ☐ **OTHER:** _____

289. Builder agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
290. by possession date.

291. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

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

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

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

302. In the event Builder has not provided marketable title by the date of closing, Builder shall have an additional thirty
303. (30) days to make title marketable or, in the alternative, Buyer may waive title defects by written notice to Builder.
304. In addition to the thirty (30)-day extension, Buyer and Builder may, by mutual agreement, further extend the closing
305. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the
306. other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled;
307. neither party shall be liable for damages here to the other. If either party declares this Purchase Agreement canceled,
308. Buyer and Builder shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
309. directing all earnest money paid here to be refunded to Buyer.

310. **GENERAL WARRANTIES:** Builder warrants that buildings are or shall be constructed entirely within the boundary lines
311. of the Property. Builder warrants that there is a right of access to the Property from a public right-of-way.

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

315. **NOTICES:** Builder warrants that Builder has not received any notice from any governmental authority as to violation
316. of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Builder warrants that Builder has
317. not received any notice from any person or authority as to a breach of the covenants. Any notices received by Builder
318. shall be provided to Buyer immediately.

PURCHASE AGREEMENT: NEW CONSTRUCTION

319. Page 8 Date 07/18/2018

320. Property located at 2050 1st Street N. North Saint Paul.
321. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided by
322. Builder, third party, or broker representing or assisting Builder are approximate. Buyer shall verify the accuracy of
323. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
324. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of
325. closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Builder.
326. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled,
327. at Buyer's option. If Buyer cancels this Purchase Agreement, Buyer and Builder shall immediately sign a *Cancellation*
328. *of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
329. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
330. **WALK-THROUGH REVIEW:** Buyer has the right to a walk-through review of the Property prior to closing.
331. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
332. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
333. ending at 11:59 P.M. on the last day.
334. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
335. stated elsewhere by the parties in writing.
336. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.
337. **RELEASE OF EARNEST MONEY:** Buyer and Builder agree that the Earnest Money Holder shall release earnest
338. money from the Earnest Money Holder's trust account:
339. (a) at or upon the successful closing of the Property;
340. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
341. *Agreement* executed by both Buyer and Builder;
342. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
343. (d) upon receipt of a court order.
344. **DEFAULT:** If Buyer defaults in any of the agreements here, Builder may cancel this Purchase Agreement, and any
345. payments made here, including earnest money, shall be retained by Builder as liquidated damages and Buyer and
346. Builder shall affirm the same by a written cancellation agreement.
347. If Buyer defaults in any of the agreements here, Builder may terminate this Purchase Agreement, under the
348. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either the Buyer or
349. Builder defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
350. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
351. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
352. Cancellation under MN Statute 559.217, Subd. 4.
353. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Builder may seek actual damages
354. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
355. performance, such action must be commenced within six (6) months after such right of action arises.
356. **NEW CONSTRUCTION STATUTORY WARRANTIES: MINNESOTA LAW REQUIRES THAT A SELLER OF NEW**
357. **HOMES MUST PROVIDE CERTAIN WARRANTIES TO THE PURCHASER. BUILDER WARRANTS TO THE FIRST**
358. **PURCHASER AND SUBSEQUENT PURCHASERS THAT**
359. " (1) DURING THE ONE-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING
360. SHALL BE FREE FROM DEFECTS CAUSED BY FAULTY WORKMANSHIP AND DEFECTIVE MATERIALS
361. DUE TO NONCOMPLIANCE WITH BUILDING STANDARDS;
362. (2) DURING THE TWO-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL
363. BE FREE FROM DEFECTS CAUSED BY FAULTY INSTALLATION OF PLUMBING, ELECTRICAL, HEATING
364. AND COOLING SYSTEMS; AND
365. (3) DURING THE TEN-YEAR PERIOD FROM AND AFTER THE WARRANTY DATE, THE DWELLING SHALL
366. BE FREE FROM MAJOR CONSTRUCTION DEFECTS."
367. **TO DETERMINE THE EXACT COVERAGE UNDER THE WARRANTY AND THE EXCLUSION TO THE WARRANTY,**
368. **SEE MN STATUTE SECTION 327A.01-327A.03. BUYERS MUST PURSUE CERTAIN STATUTORY PROCEDURES**
369. **BEFORE THEY CAN PURSUE LEGAL ACTION FOR WARRANTY CLAIMS. SEE MN STATUTE 327A.02,**
370. **SUBD. 4.**

**PURCHASE AGREEMENT:
NEW CONSTRUCTION**

371. Page 9 Date 07/18/2018

372. Property located at 2050 1st Street N. North Saint Paul

373. **A BUYER HAS TWO YEARS FROM**

374. (A) THE DISCOVERY OF A BREACH OF THE STATUTORY WARRANTIES SUMMARIZED ABOVE; OR

375. (B) FROM THE DISCOVERY OF A BREACH OF AN EXPRESSED WRITTEN WARRANTY TO BRING AN
376. ACTION BASED ON THE BREACH.

377. IN THE CASE OF AN ACTION UNDER MN STATUTE SECTION 327A.05 WHICH ACCRUES DURING THE NINTH
378. OR TENTH YEAR AFTER THE WARRANTY DATE, AN ACTION MAY BE BROUGHT WITHIN TWO YEARS OF THE
379. DISCOVERY OF THE BREACH, BUT IN NO EVENT MAY AN ACTION UNDER MN STATUTE SECTION 327A.05
380. BE BROUGHT MORE THAN 12 YEARS AFTER THE EFFECTIVE WARRANTY DATE.

381. **NOTICE:** Buyer has received, if required, written information regarding the home warranty dispute resolution
382. process pursuant to MN Statute 327A.051.

383. **IMPORTANT HEALTH NOTICE:** SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING
384. MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE, AND THROAT IRRITATION, HEADACHE, NAUSEA, AND A
385. VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS
386. A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS
387. ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK.
388. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO
389. FORMALDEHYDE.

390. **REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE**
391. **IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN**
392. **A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-**
393. **CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF**
394. **CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND**
395. **OTHER INDOOR AIR CONTAMINANTS.**

396. **IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR**
397. **DOCTOR OR LOCAL HEALTH DEPARTMENT.**

398. **LIEN NOTICE:**

399. (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR
400. PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT
401. PAID FOR THE CONTRIBUTIONS.

402. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR
403. MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT
404. PRICE OR TO WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION
405. OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED
406. ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

407. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

411. (See Disclosure Statement: Methamphetamine Production.)

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

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

PURCHASE AGREEMENT: NEW CONSTRUCTION

421. Page 10 Date 07/18/2018

422. Property located at 2050 1st Street N.

North Saint Paul

423. **(Check appropriate boxes.)**

424. BUILDER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

425. **CITY SEWER** ☒ **YES** ☐ **NO** / **CITY WATER** ☒ **YES** ☐ **NO**

426. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

427. BUILDER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
----- (Check one.) -----

428. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System*.)

430. **PRIVATE WELL**

431. BUILDER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
----- (Check one.) -----

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

433. TO THE BEST OF BUILDER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL
----- (Check one.) -----

434. CONSTRUCTION AREA.

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

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

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

438. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
439. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
440. **TREATMENT SYSTEM.**

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

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

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

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

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

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

461. (a) Radon test(s) ☐ **HAVE** ☒ **HAVE NOT** occurred on the property.
----- (Check one.) -----

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

464. _____

465. _____

466. (c) There ☒ **IS** ☐ **IS NOT** a radon mitigation system currently installed on the property.
----- (Check one.) -----

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

469. **Passive vent system**

470. _____

PURCHASE AGREEMENT: NEW CONSTRUCTION

471. Page 11 Date 07/18/2018

472. Property located at 2050 1st Street N. North Saint Paul

473. **COVENANTS, CONDITIONS, AND RESTRICTIONS:** Builder warrants that Builder has delivered copies of all
474. covenants, conditions, and restrictions pertaining to the Property, and Buyer acknowledges receipt and
475. acceptance of all covenants, conditions, and restrictions.

476. **BUILDER AND BUYER INITIAL(S):** _____ Builder(s) _____ Buyer(s)

477. **NOTICE:** Buyer shall receive, prior to the execution of this Purchase Agreement, written performance guidelines
478. for the services to be performed by Builder, pursuant to MN Statute 326B.809(b). Said written performance
479. guidelines are included or incorporated by reference here.

480. **SPECIAL WARRANTIES:** BUILDER WARRANTS, AS MN STATUTE 327A.02, SUBD. 1(b) REQUIRES, THAT
481. PLUMBING, ELECTRICAL, HEATING AND COOLING SYSTEMS BE FREE FROM DEFECTS CAUSED BY FAULTY
482. INSTALLATION FOR A TWO-YEAR PERIOD AND SHALL BE IN WORKING ORDER AT TIME OF CLOSING.
483. APPLIANCES PROVIDED WITH THE PROPERTY BEAR ONLY THE WARRANTIES ESTABLISHED BY THE
484. MANUFACTURER, AND BUILDER MAKES NO ADDITIONAL WARRANTIES ON APPLIANCES, EXPRESS OR
485. IMPLIED.

486. **AGENCY NOTICE**
487. Looj Tuam Tom Lee is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) _____
(Check one.)

488. Empire Realty, LLC
(Real Estate Company Name)
489. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) _____
(Check one.)

490. _____
(Real Estate Company Name)
491. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

492. **DUAL AGENCY REPRESENTATION**
493. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**
494. ☒ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 495-511.*
495. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 496-511.*
496. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
497. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
498. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
499. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
500. Seller(s) and Buyer(s) acknowledge that
501. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
502. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
503. information will be shared;
504. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
505. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
506. the sale.
507. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
508. and its salesperson to act as dual agents in this transaction.

509. Seller _____ Buyer _____
510. Seller _____ Buyer _____
511. Date _____ Date _____

PURCHASE AGREEMENT: NEW CONSTRUCTION

512. Page 12 Date 07/18/2018

513. Property located at 2050 1st Street N. North Saint Paul.
514. **CLOSING COSTS:** Buyer or Builder may be required to pay certain closing costs, which may increase the cash outlay
515. at closing or effectively reduce the proceeds from the sale.
516. **SETTLEMENT STATEMENT:** Buyer and Builder authorize the title company, escrow agent, and/or their representatives
517. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
518. the transaction at the time these documents are provided to Buyer and Builder.
519. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
520. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
521. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
522. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.
523. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
524. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
525. the closing and delivery of the deed.
526. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
527. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
528. identification numbers or Social Security numbers.
529. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
530. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
531. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
532. **party whether the transaction is exempt from FIRPTA withholding requirements.**
533. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
534. constitute the entire agreement between Buyer and Builder. Any other written or oral communication between Buyer
535. and Builder, including, but not limited to, e-mails, text messages, or other electronic communications are not part of
536. this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
537. Builder or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
538. Agreement.
539. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
540. transaction constitute valid, binding signatures.
541. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
542. must be delivered.
543. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for
544. deed.
545. **OTHER:** _____
546. _____
547. _____
548. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.
549. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.
550. ☒ Addendum to Purchase Agreement
551. ☐ Addendum to Purchase Agreement: Assumption Financing
552. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
553. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
554. ("CIC")
555. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
556. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
557. Hazards
558. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
559. ☐ Addendum to Purchase Agreement: Short Sale Contingency
560. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

PURCHASE AGREEMENT: NEW CONSTRUCTION

561. Page 13 Date 07/18/2018562. Property located at 2050 1st Street N.North Saint Paul

563. I, the owner of the Property, accept this Purchase
564. Agreement and authorize the listing broker to withdraw
565. said Property from the market, unless instructed
566. otherwise in writing.

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.**

567. **I have reviewed all pages of this Purchase Agreement.**

568. ☐ If checked, this Purchase Agreement is subject to
569. attached **Addendum to Purchase Agreement:**
570. **Counteroffer.**

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

573. a non-resident alien individual, foreign corporation, foreign
574. partnership, foreign trust, or foreign estate for purposes of
575. income taxation. (See lines 519-532.) This representation
576. and warranty shall survive the closing of the transaction
577. and the delivery of the deed.

578. **X** _____
(Builder's Signature) (Date)

X _____
7/27/2018 12:01:55 PM CDT 07/27/2018
(Buyer's Signature) (Date)

579. **X** _____
(Builder's Printed Name)

X Cha Moua
(Buyer's Printed Name)

580. **X** _____
(Marital Status)

X Married
(Marital Status)

581. **X** _____
(Builder's Signature) (Date)

X _____
7/27/2018 12:20:48 PM CDT 07/27/2018
(Buyer's Signature) (Date)

582. **X** _____
(Builder's Printed Name)

X Jenny Yang Moua
(Buyer's Printed Name)

583. **X** _____
(Marital Status)

X Married
(Marital Status)

584. Builder's License Number _____

585. Builder's Federal ID Number 41-6005426

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

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

590. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**
591. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
592. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE**
593. **AGREEMENT.**

594. **BUILDER(S)** _____

BUYER(S) _____
7/27/2018 12:01:57 PM CDT

595. **BUILDER(S)** _____

BUYER(S) _____
7/27/2018 12:20:48 PM CDT

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.

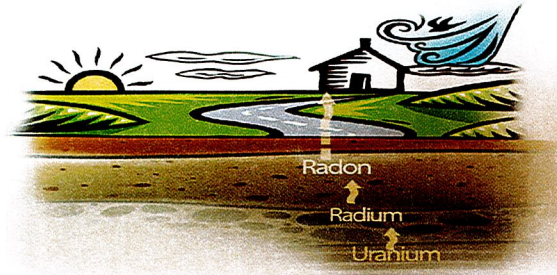
MDH Minnesota
Department of Health
INDOOR AIR UNIT

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
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 (2), 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 \$15,000. 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
36. in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five
37. (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or
38. testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must
39. be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the
40. parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying
41. an award. The arbitrator may 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. (800) 777-8119 or (866) 727-8119 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions
46. about arbitration, call NCDS at (800) 777-8119 or (866) 727-8119 or consult a lawyer.

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

47. Page 2

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

50. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

51. For the property located at 2050 1st Street N.

52. City of North Saint Paul, County of Ramsey, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
55. dated July 18th, 20 18, including claims of fraud, misrepresentation, warranty and
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This
60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
63. broker shall bind the broker and all licensees of that broker.

64. _____ (Seller's Signature) _____ (Date)
Authentisign
Cha Moua 07/27/2018
Buyer's Signature 7/27/2018 12:02:51 PM CDT (Date)

65. City of North Saint Paul (HRA) (Seller's Printed Name)
Cha Moua (Buyer's Printed Name)

66. _____ (Seller's Signature) _____ (Date)
Authentisign
Jenny Y Moua 07/27/2018
Buyer's Signature 7/27/2018 12:20:56 PM CDT (Date)

67. _____ (Seller's Printed Name)
Jenny Yang Moua (Buyer's Printed Name)

68. _____ (Licensee Representing or Assisting Seller) _____ (Date)
Authentisign
Looj Tuam Tom Lee 07/27/2018
Licensee Representing or Assisting Buyer 7/27/2018 2:57:37 PM CDT (Date)
Looj Tuam Tom Lee

69. _____ (Company Name)
Empire Realty, LLC (Company Name)

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

MN:DS:ADRAA-2 (2/16)

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

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1. Date 07/18/2018
2. Page 1 of 5 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at 2050 1st Street N.,
6. City of North 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.**

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

47. Page 2

48. Property located at 2050 1st Street N. North Saint Paul

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.**

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

95. Page 3

96. Property located at 2050 1st Street N. North Saint Paul

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. **Passive Vent System**

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.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

139. Page 4

140. Property located at 2050 1st Street N. North Saint Paul.

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.

MN:DS:SDA-4 (8/16)

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

179. Page 5

180. Property located at 2050 1st Street N. North Saint Paul

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.

201. _____
(Seller) City of North Saint Paul (HRA) (Date) (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.

210.  Cha Moua 07/27/2018
(Buyer) 07/27/2018 12:02:04 PM CDT (Date)  Jenny Y Moua 07/27/2018
(Buyer) 07/27/2018 12:02:58 PM CDT (Date)

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

MN:DS:SDA-5 (8/16)

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.

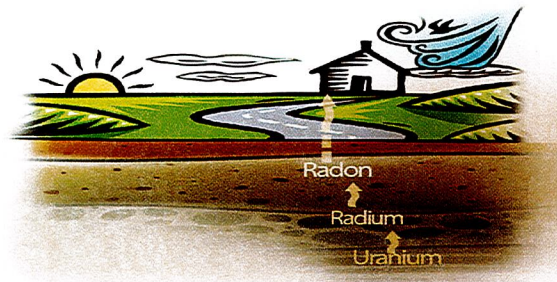
MDH Minnesota
Department of Health
INDOOR AIR UNIT

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

 **MINNESOTA REALTORS**
InstantFORMS™

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

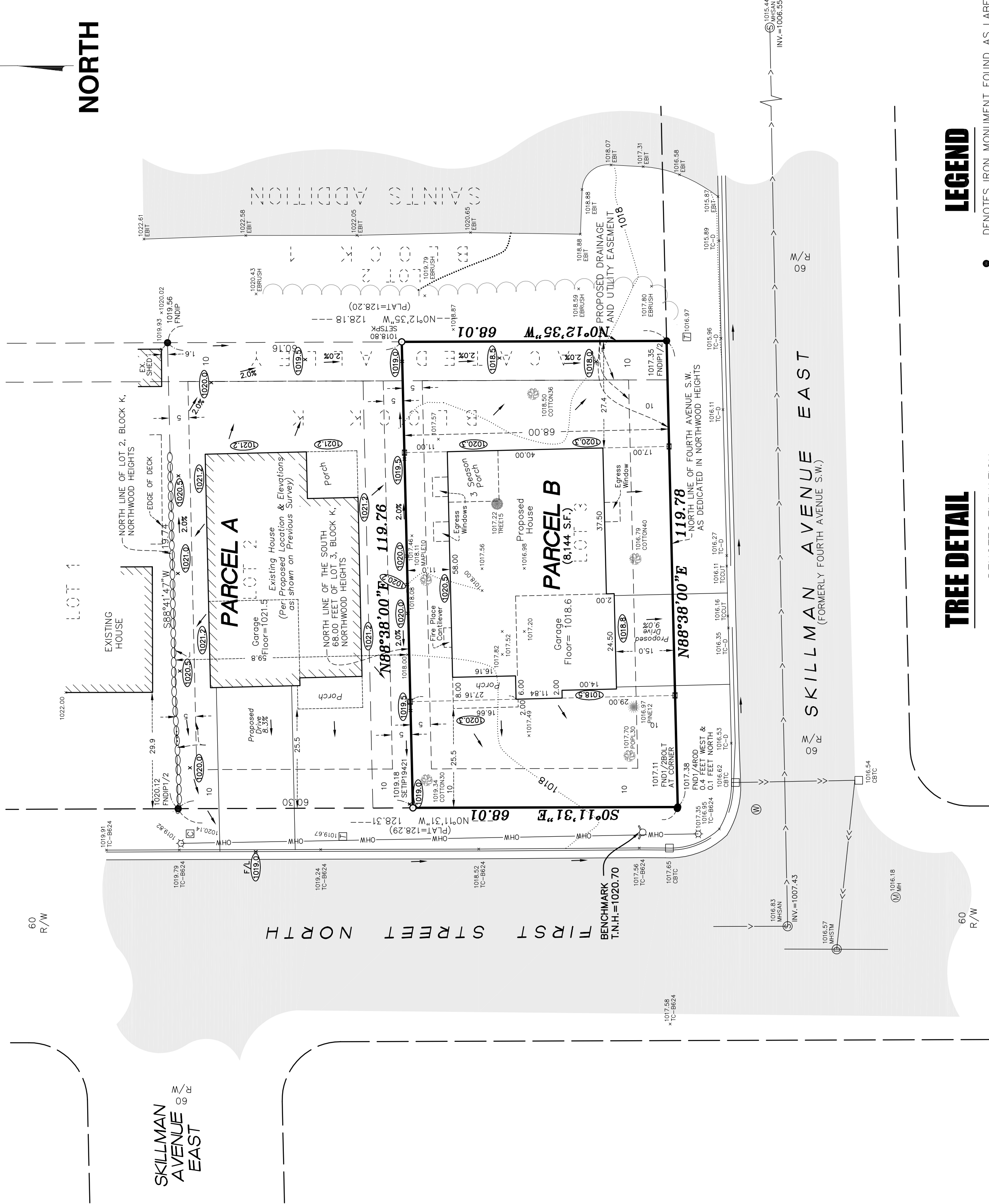
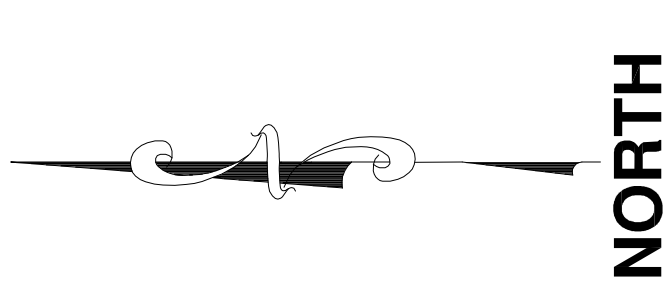
Second Fastest



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.

CERTIFICATE OF SURVEY

~for~ CITY OF NORTH ST. PAUL
~of~ 2046 FIRST STREET
NORTH ST. PAUL, MN 55109



PROPOSED PARCEL B DESCRIPTION

The south 68.00 feet of Lot 3, Block K, NORTHWOOD HEIGHTS, together with that part of the west half of the adjoining alley, vacated, lying between the extensions across said alley of the north line of said south 68.00 feet of Lot 3 and the north line of Fourth Avenue S.W. dedicated in the plat of NORTHWOOD HEIGHTS.

PROPOSED DRAINAGE AND UTILITY EASEMENT DESCRIPTION FOR PARCEL B

A permanent easement for drainage and utility purposes over, under and across the east 10.00 feet, the west 10.00 feet, the south 10.00 feet and the north 5.00 feet of the following described parcel of land:

The south 68.00 feet of Lot 3, Block K, NORTHWOOD HEIGHTS, together with that part of the west half of the adjoining alley, vacated, lying between the extensions across said alley of the north line of said south 68.00 feet of Lot 3 and the north line of Fourth Avenue S.W. dedicated in the plat of NORTHWOOD HEIGHTS.

TREE DETAIL

- DENOTES ELEVATION
- DENOTES TREE QUANTITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

PROPOSED ELEVATIONS

TOP OF WALL AT HOUSE = 1021.0
TOP OF WALL AT GARAGE = 1019.0
GARAGE FLOOR = 1018.6
LOWEST FLOOR = 1012.3
TOP OF FOOTING = 1012.0

DIAGONAL: 68.00 X 64.00 = 93.38
(9 FOOT POURED WALL)

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 09/13/16.
- Bearings shown are on Ramsey County Coordinate System.
- Curb borings are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

HOUSE STAKE NOTES

- * Builder to verify house dimensions, sewer depth and foundation depth.
- * Driveways are shown for graphic purposes only. Final driveway design and location to be determined by contractor.
- * Finished grade adjacent to home shall be 0.5 feet below top of block except at driveway and patio.

LEGEND

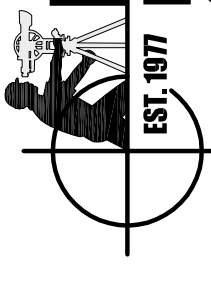
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT TO BE SET AT TIME OF BUILDING STAKING, MARKED RLS# 19421.
- DENOTES CABLE PEDESTAL
- DENOTES CATCH BASIN
- DENOTES EXISTING SPOT ELEVATION
- DENOTES HYDRANT
- DENOTES LIGHT POLE
- DENOTES MISCELLANEOUS MANHOLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PEDESTAL
- DENOTES RETAINING WALL
- DENOTES EXISTING CONTOURS
- DENOTES BRUSH LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES OVERHEAD WIRE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES BITUMINOUS SURFACE
- DENOTES PROPOSED ELEVATION.
- DENOTES DIRECTION OF DRAINAGE.
- DENOTES WOOD HUB/METAL SPIKE AT 11 FOOT OFFSET. (UNLESS OTHERWISE NOTED)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

BLAKE L. RIVARD

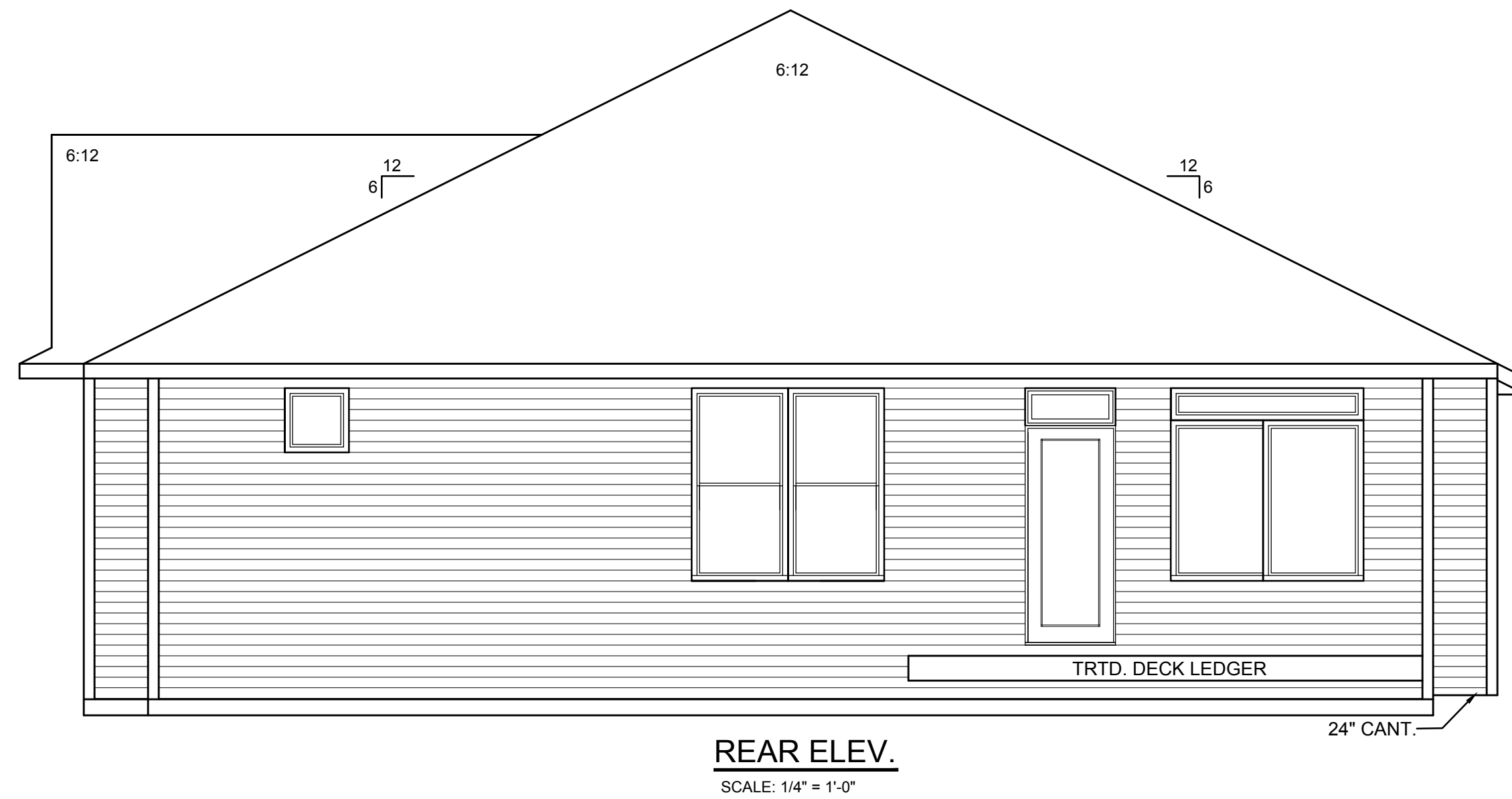
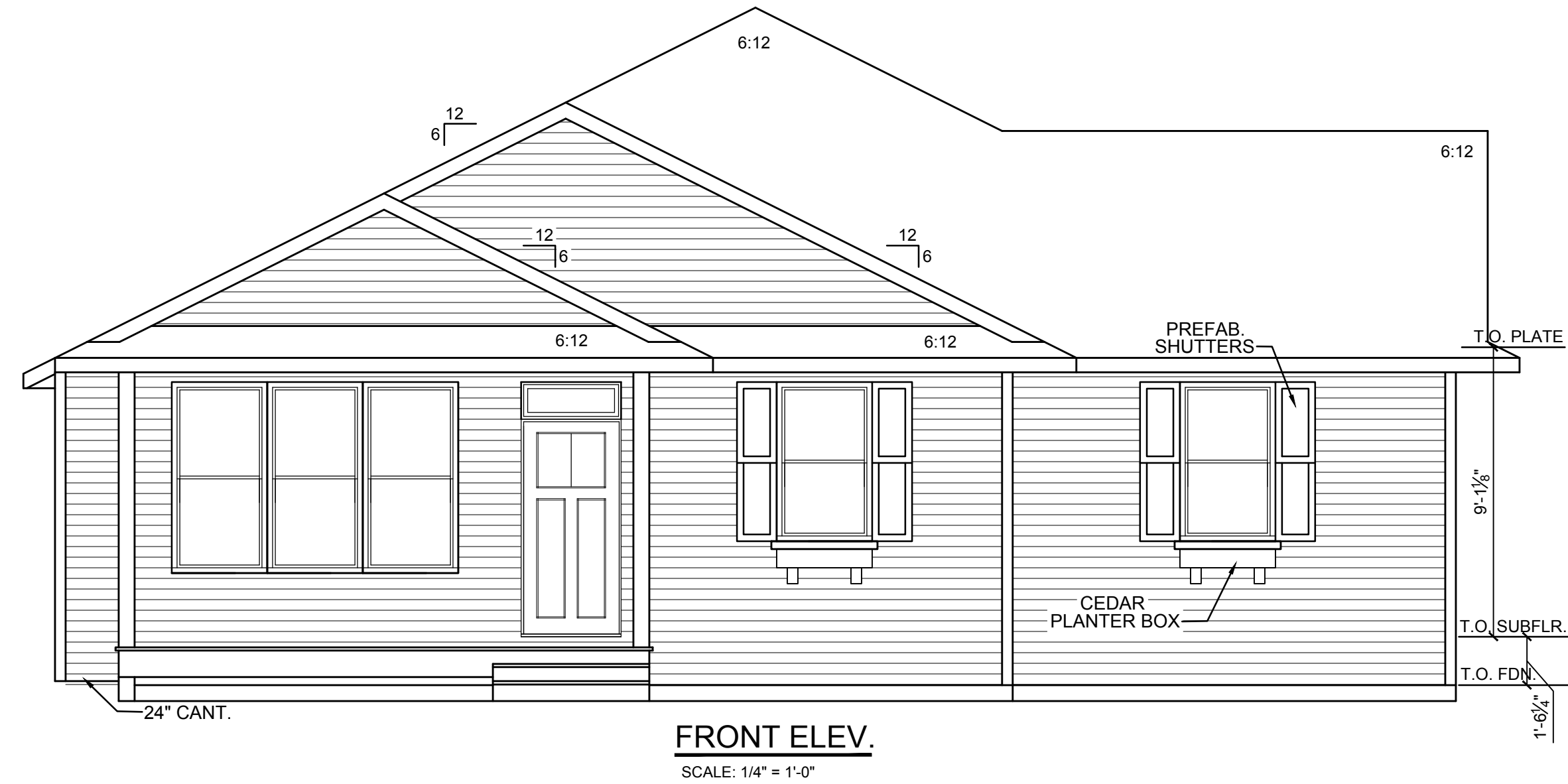
Date: 07-27-18 License No. 19421

DRAWN BY: JEN	JOB NO: 16704PP	DATE: 07/20/18
CHECK BY: BLR	SCANNED ☐	
1 07/27/18	REVISED HOUSE	JEN
2		
3		
NO.	DATE	DESCRIPTION
BY		

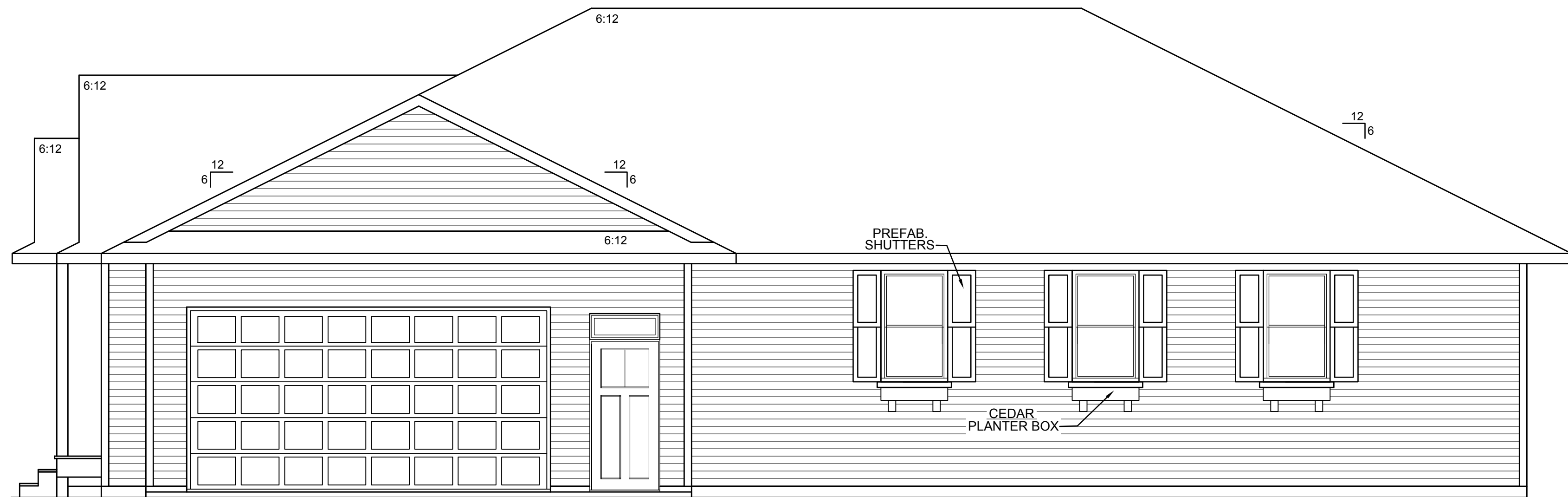


E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

www.egrud.com



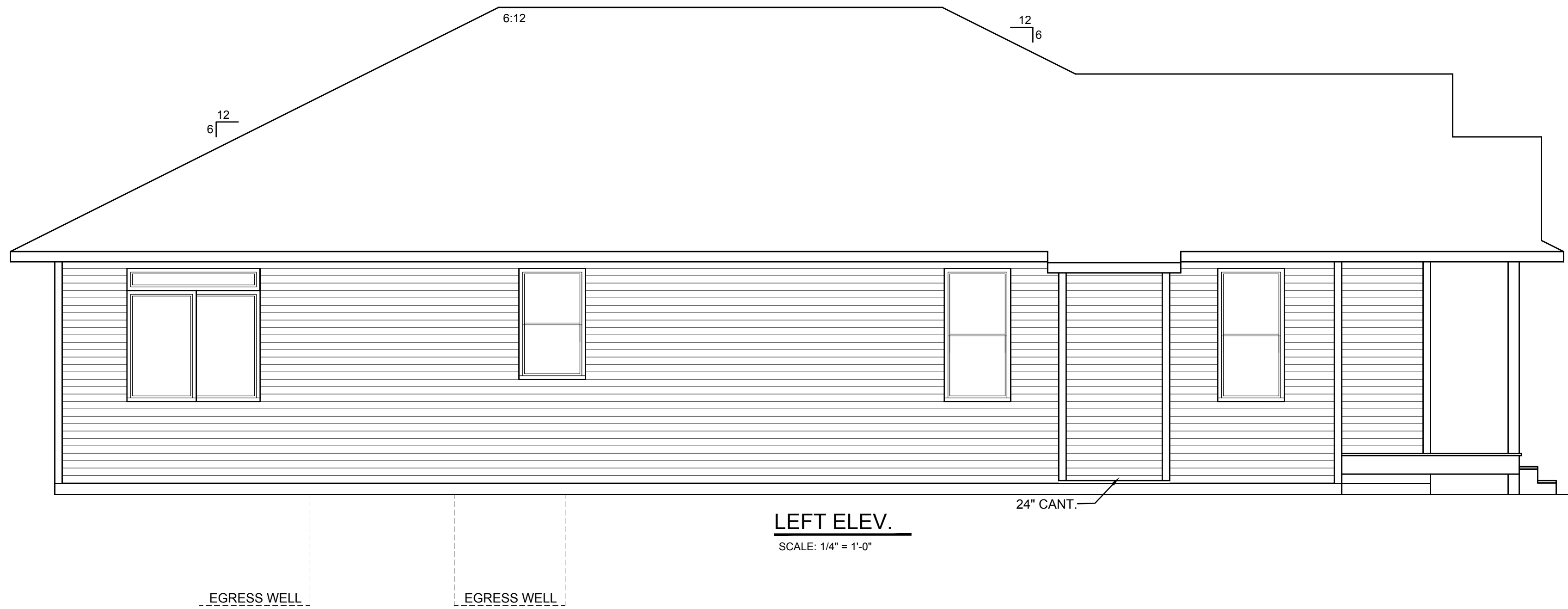
916 CAREER & TECH CTR. - PROJECT HOME
CITY of NORTH SAINT PAUL - HRA



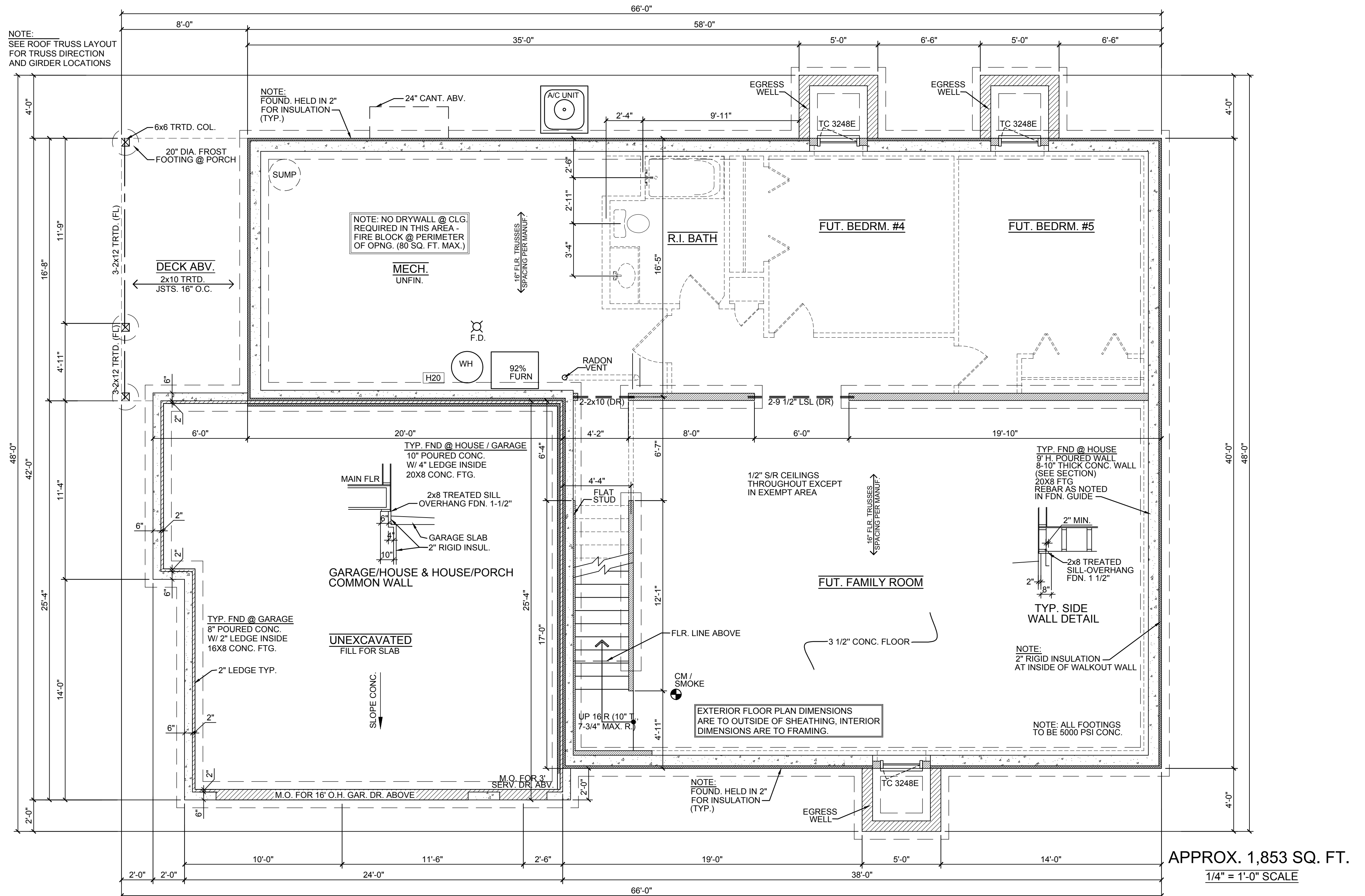
RIGHT ELEV.
SCALE: 1/4" = 1'-0"

EGRESS WELL

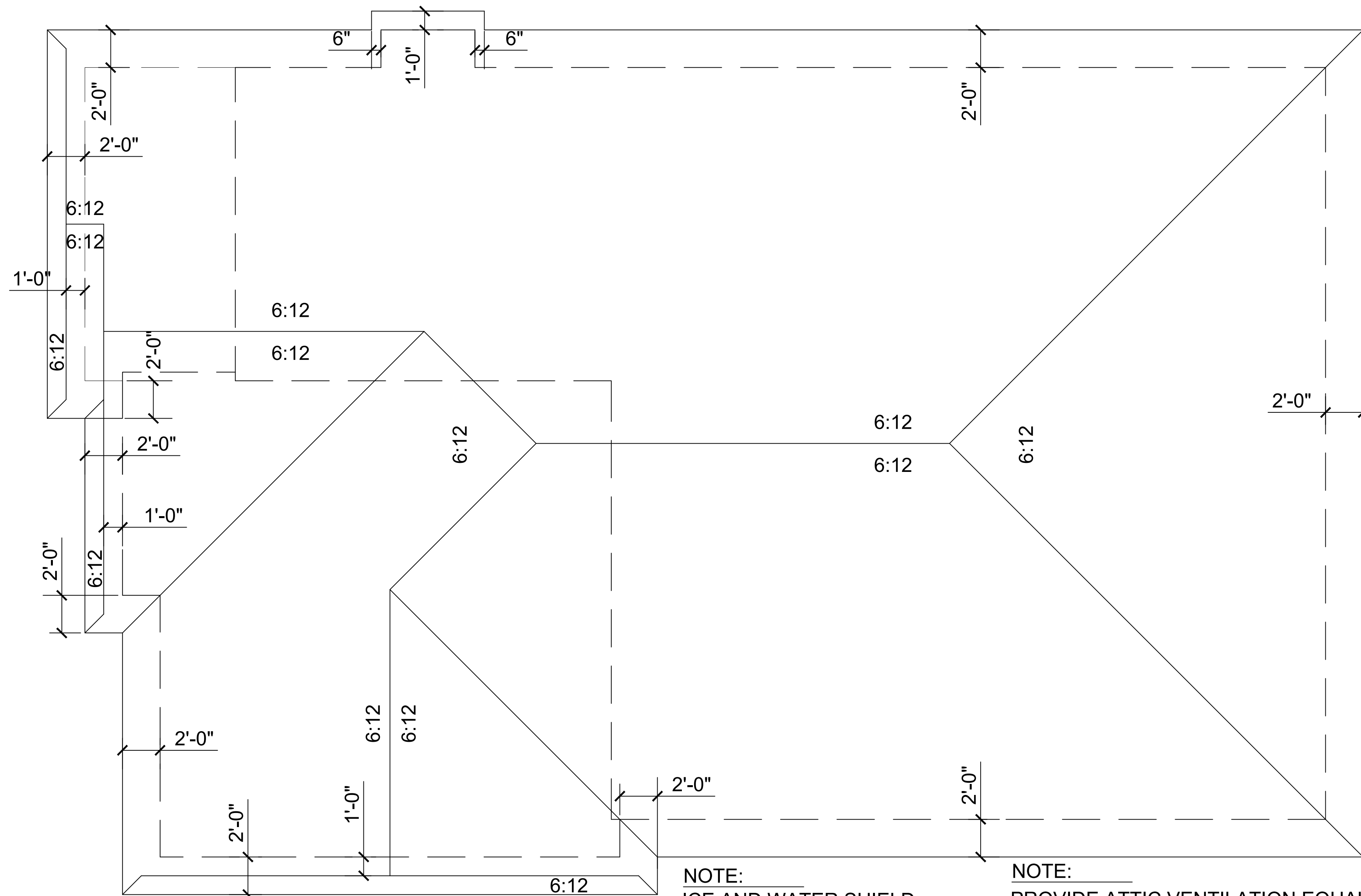
916 CAREER & TECH CTR. - PROJECT HOME



916 CAREER & TECH CTR. - PROJECT HOME



916 CAREER & TECH CTR. - PROJECT HOME



ROOF PLAN
SCALE: 1/4" = 1'-0"

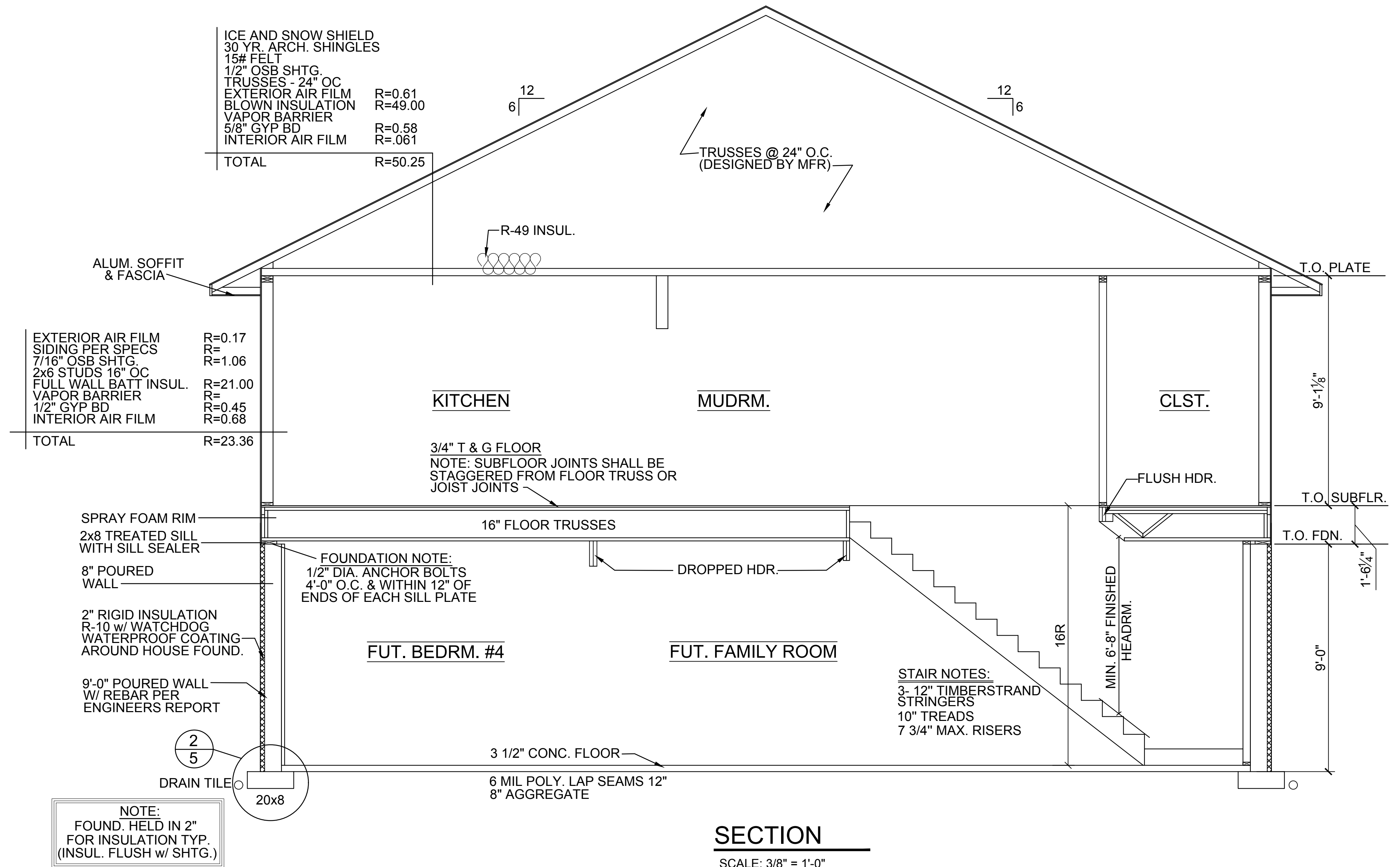
NOTE:
ICE AND WATER SHIELD
6'-0" IN FROM EAVES
1'-6" ON EACH SIDE OF VALLEY

NOTE:
WHERE WALLS MEET ROOF
ICE & WATER SHIELD SHOULD
RUN UP WALL 1'-6" AND OUT
FROM WALL 1'-6"

NOTE:
PROVIDE ATTIC VENTILATION EQUAL TO 1/150th
ATTIC AREA. IF 50% OR MORE IS PROVIDED IN
UPPER PORTION OF THE ROOF AND REMAINDER
IS PROVIDED IN SOFFIT VENTS, IT MAY BE
REDUCED TO 1/300th ATTIC AREA.

NOTE:
SEE ROOF TRUSS LAYOUT
PROVIDED BY MANUFACTURER
FOR TRUSS DIRECTION
AND GIRDER LOCATIONS

916 CAREER & TECH CTR. - PROJECT HOME



916 CAREER & TECH CTR. - PROJECT HOME