# EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

	1. Date							
	2. Page 1							
	<b>DEFINITIONS:</b> This Contract involves the property located at 2330 Elianna Dr Northfield,							
	legally described as LOT 3 BLOCK 2 OF FARGAZE MEADOWS TOWNHOMES							
	("Property").							
	Seller is Northfield Housing & Redevelopment Authority  Broker is Edina Realty, Inc.							
	Broker is Edina Realty, Inc							
	(Real Estate Company Name) This Contract may only be canceled by written mutual agreement of the parties.							
	LISTING: Seller gives Broker the exclusive right to sell the Property for the price of \$ 3/5,000							
0.	Seller will require the following terms: Cash or Conventional financing ;							
1.								
2.	This Contract starts							
3. 4. 5. 6. 7. 8. 9. 0. 1. 2. 3. 4. 5. 6. 7. 8. 9. 0. 1. 2	to sell it. Broker may place a For Sale sign and a lock box with keys on the Property. Seller authorizes Broker to allow showings and hold open houses at the Property at such dates and times as mutually agreed. Seller understands that Seller shall be fully responsible for the safekeeping and security of any personal property which may be kept or maintained on the Property. Seller understands Broker is a member of a local Multiple Listing Service (MLS), and Broker shall give information to Broker's MLS concerning the Property as provided by MLS rules. Broker may also distribute information regarding Seller's Property to the general public. Seller shall keep Broker notified of relevant information important to the sale of the Property. If Broker sells the Property, Broker may notify Broker's MLS and members of the area boards of REALTORS® of the price and terms of the sale. Seller understands that this Contract DOES NOT give Broker authority to rent or manage Seller's Property. Broker may place information on the internet concerning the property, including the Property's address. Upon final acceptance of a purchase agreement, Seller allows Broker to withdraw the Property from the market. Seller understands that Seller has the additional options of allowing: (1) an automated "valuation" of Seller's property, which may be lower than Seller's asking price, to appear alongside the property on virtual office websites operated by other brokers ( VOWs ); and (2) comments about Seller's property to appear on these VOWs, including negative comments, made by persons other than the broker operating the VOW. At this time, however, Seller declines options (1) and (2), understanding that Seller may change these selections at any time.  Seller understands that mortgage financing services are usually paid for by the buyer; however, certain insured government loans may require the Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be required to pay the financing fees on any mortga							
3.	LISTED FOR LEASE: The Property IS IS NOT currently listed for lease. If IS, the listing broker is							
4.	If IS NOT, Seller MAY MAY NOT list the Property for lease during the							
5.	terms of this Contract with another broker.							
86. 87.	Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this Property upon terms acceptable to both parties.							
88. 89. 40. 41. 42. 43.	SELLER'S DUTIES: Seller shall cooperate with Broker in selling the Property. Seller shall promptly tell Broker about all inquiries Seller receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any governmental authority. Seller agrees to provide home owners' association documents, if required. Seller shall remain responsible for security, maintenance, utilities and insurance while Seller owns the Property, and for safekeeping, securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Seller shall take all actions necessary to convey							

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- 47. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents
- 48. necessary to transfer to Buyer marketable title to the Property. Seller has the full legal right to sell the Property.
- 49. ACCESS TO THE PROPERTY: Seller authorizes access to the Property to facilitate showing and the sale of
- 50. the Property. This may include access by Broker and its associates, other brokers and their associates, and other
- 51. professionals. Seller acknowledges and agrees that access may occur without a licensed salesperson present.
- 52. Seller understands the prospective buyers and others authorized to access the Property may record the Property
- 53. by photograph, video, or other medium while accessing the Property.
- 54. RECORDING ON THE PROPERTY: Seller understands that MN Statute 626A.02 specifically prohibits the interception
- 55. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
- 56. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
- 57. oral communications between persons other than Seller.

#### 58. BROKER'S COMPENSATION:

- 59. NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY
- 60. SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.
- 61. BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.
- 62. Seller shall pay Broker, as Broker's compensation, 4.30 percent(%) of the selling price and a brokers administrative
- 63. commission\* of \$ 570.00 if Seller sells or agrees to sell the Property before this Contract ends,
- 64. regardless of when the sale closes. Seller authorizes Broker to receive additional compensation from the Buyer.
- 65. In addition, if before this Contract ends Broker presents a buyer who is willing and able to buy the Property at the price
- 66. and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation. Seller
- 67. agrees to pay Broker's compensation whether Broker, Seller or anyone sells the Property. Seller understands that Edina
- 68. Realty Sales Associates other than the Listing Sales Associate may, with Seller's permission, hold open houses at
- 69. Seller's Property. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
- 70. (1) the closing of the sale,
- 71. (2) Seller's refusal to close the sale; or
- 72. (3) Seller's refusal to sell at the price and terms required in this contract.
- 73. If, within 6 months after the end of this Contract, Seller sells or agrees to sell the Property to anyone who:
- 74. (1) during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry; or
- 75. (2) during this Contract made an affirmative showing of interest in the Property or was physically shown the Property
- 76. by Broker and whose name is on a written list Broker gives Seller within 72 hours after the end of this Contract; then
- 77. Seller shall still pay Broker Broker's compensation on the selling price, even if Seller sells the Property without Broker's
- 78. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
- 79. listing contract for this Property after the expiration of this Contract, under which Seller is obligated to compensate
- 80. another licensed real estate broker.
- 81. To secure the payment of Broker's compensation Seller hereby assigns to Broker the proceeds from the sale of the
- 82. Property in an amount equal to the compensation due Broker under this Contract.
- 83, \*The Broker's Administrative Commission consists of a flat fee paid to the Broker in addition to the percentage commission.
- 84. The Broker's Administrative Commission is not designated for any specific service, but for all the services provided by Broker.
- 85. COOPERATING BROKER COMPENSATION: Seller authorizes Broker to offer compensation to brokers assisting or
- 86. representing buyers as follows: 0.00 % of the selling price or \$ 0.00 , whichever is greater ("0" if left blank).
- 87. Broker may advertise the offer of broker compensation to the general public, including on its website.
- 88. If Seller agrees to pay buyer broker's compensation directly, Seller's obligation to pay Broker's compensation specified
- 89. above shall be reduced by the amount paid up to 0.00 % of the selling price or \$ 0.00 . This reduction shall not
- 90. apply if Broker is paying cooperating broker compensation.
- 91. CLOSING SERVICES:
- 92. NOTICE: THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR REAL ESTATE CLOSING AGENT
- 93. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
- 94. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
- 95. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller understands
- 96. that no one can require Seller to use a particular service provider in connection with a real estate closing and that Seller may
- 97. arrangefor a qualified closing agent or Seller's attorney to conduct the closing. Seller understands that Seller may be required to pay

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			oo. Tago o								
	certain closing costs services at various p		proceeds from the sale. Different providers may offer these								
101.	Seller's choice for										
102. 103.	(Initial one.)	Seller wishes to have Edina Realty Title is an affiliate of Edina Realty, Inc.	e, Inc. provide closing and title services. Edina Realty Title, Inc.								
104.	(Seller) (Seller)		closing agent or Seller's attorney to conduct the closing.								
105.		Seller agrees to purchase a home	warranty.								
106.	(Seller) (Seller) (Seller)	Seller declines to purchase a hom	e warranty.								
	107. AGENCY REPRESENTATION: If a Buyer represented by Broker wishes to buy the Seller(s) property, a dual agency will										
		· ·	Seller(s) and the Buyer(s), and owe the same duties								
			of interest will prohibit Broker from advocating exclusively								
110.	on the Seller(s) beha	alf. Dual agency will limit the level of	representation Broker can provide. If a dual								
111.	agency should arise,	the Seller(s) will need to agree that co	nfidential information about price, terms, and motivation oker in writing to disclose specific information about the								
112.	Sallar(s) All other in	formation will be shared. Broker ca	nnot act as a dual agent unless both the Seller(s) and the								
111.	Ruver(s) agree to it	By agreeing to a possible dual ager	ncy, the Seller(s) will be giving up the right to exclusive								
115	representation in an	in-house transaction. However, if the	he Seller(s) should decide not to agree to a possible dual								
116.	agency, and the Sel	ler(s) wants Broker to represent the	Seller(s), the Seller(s) may give up the opportunity to sell								
		ers represented by Broker.									
			0.1101.15								
			tood this information about dual agency, Seller(s) now								
	instruct Broker as fo		and will a sucident offers used a law Division names and a law								
120.		ree to a dual agency representation	and will consider offers made by Buyers represented by								
121.	by Broker.		to the control of the								
122.			ntation and will not consider offers made by								
123.	Buyers repres	sented by Broker.									
124.	Real Estate Compa	ny Name: Edina Realty, Inc.									
125.	. /	4.4	Seller: MACONDO								
	/ -	MITOLOGI	Seller:								
126	. By: Leme	(Licensee)Linne M Jensen									
127			Date:								
128.	. ANTI-FRAUD DISC	CLOSURE: Edina Realty and its ag	ents will never provide you with wiring instructions via email								
129.	. Without verifying tr	ADE COMMON AND MAY ADDEAD	e phone. EMAILS ATTEMPTING TO INDUCE FRAUDULENT TO COME FROM A TRUSTED SOURCE. If you receive an								
130.	omoil directing you	to transfer funds via wire EVEN I	E THAT ELECTRONIC COMMUNICATION APPEARS TO BE								
131.	31. email directing you to transfer funds via wire, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE 32. FROM Edina Realty or its agents, do not respond until you have verified it in one of the following ways:										
	33. • Call your agent if the email appears to be from Edina Realty.										
	34. • To verify instructions related to wiring funds to anyone other than Edina Realty, call the company or										
			ther than a phone number in the email.								
136	. FAIR HOUSING N	OTICE: Seller understands that Seller n	nay not refuse to sell, or discriminate in the terms, conditions or privileges								

- 137. of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status with regard
- 138. to public assistance, handicap (whether physical or mental), sexual orientation or family status. Seller understands further
- 139. that local ordinances may include other protected classes.
- **140. ADDITIONAL NOTICES:** As of this date Seller has not received notices from any municipality, government
- 141. agency or unit owners' association about the Property that Seller has not told Broker about, and Seller agrees to
- 142. promptly tell Broker of any notices of that type that Seller receives.

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<b>144. INTELLECTUAL PROPERTY:</b> Seller, Broker, and Licensee agree that all intellectual property created by Broker or 145. Licensee relating to the Property, including but not limited to photographs, list price, property descriptions, and
146. marketing remarks, shall be and remain the intellectual property of the Broker. In the event Seller provides content, 147. including, but not limited to, any photos or videos of the Property ("Seller Content") to Broker, Seller grants to Broker a 148. nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through multiple tiers),
149. reproduce, distribute, display, perform and create derivative works of the Seller Content. Seller represents and 150. warrants that Seller has authority to provide Seller Content and Seller Content does not violate any restrictions
151. regarding use including any third-party intellectual property rights or laws. Seller agrees to execute any further 152. documents that are necessary to effect this license.
<b>153. MORTGAGE INFORMATION:</b> This shall serve as Seller's written notice granting Broker or the title company closing the 154. sale of the Property permission to obtain mortgage information (e.g., mortgage balance, interest rate, payoff and/or
155. assumption figures) regarding any existing financing on the Property. A copy of this document shall be as valid as the original.
<b>156. COOPERATION AND COMPENSATION:</b> Edina Realty's policy is to offer cooperation and compensation to any real 157. estate broker who may sell your property, subject to your consent and approval, and excluding the
158. Broker's Administrative Commission. Equal compensation is offered irrespective of the cooperating broker's 159. agency or non-agency status.
160. MULTIPLE OFFERS: Edina Realty's policy is to disclose to all parties to a potential transaction, either directly or
161. through the parties' real estate agents, the existence of multiple or competing offers for the purchase of your property.  162. We believe that this policy best serves the needs of both sellers and buyers. If you do not agree to have this information
163. disclosed, please advise your Edina Realty agent in writing.
164. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
165. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must 166. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no 167. applicable exceptions from FIRPTA withholding.
107. applicable exceptions from First Withholding.
168. Seller represents and warrants that Seller IS IS NOT a foreign person (i.e., a non-resident alien
(Check one.)
169. individual, foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation
170. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should seek appropriate legal and 171. tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person
172. or whether the withholding requirements of FIRPTA apply.

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#### 174. ARBITRATION:

- 175. In this Section, Edina Realty, Inc., its ultimate parent company HomeServices of America, Inc., and their affiliates, subsidiaries,
- 176. employees, and agents are collectively referred to as "Broker-Related Party"; Broker-Related Party and Seller are individually
- 177. referred to as a "party," and, collectively, the "parties." Any Broker-Related Party may enforce this Section and this Contract.
- 178. Agreement to Arbitrate; Excluded Claims. If a dispute or other claim or controversy between Seller and a Broker-Related
- 179. Party arises out of or relates to this Contract, its interpretation, enforcement, or breach, including, but not limited to, claims
- 180. arising from tort (which includes fraud and fraud in the inducement) (collectively, "Claims"), then, unless limited below, Seller and
- 181. Broker-Related Party agree to resolve the Claim(s) by binding arbitration administered by and under the rules of the National
- 182. Center for Dispute Settlement ("NCDS") (except to the extent that this Section conflicts with the NCDS rules). Alternatively, the
- 183. parties may agree in writing to use another arbitration provider and/or different rules for the arbitration. You are not, however,
- 184. required to arbitrate Claims that you are authorized by law or regulation to file in an administrative agency, commission, or board,
- 185. unless the law or regulations governing these types of Claims require or allow you to first bring them in arbitration.
- **186.** The Arbitration & Arbitrator. The arbitration must be commenced by filing a written demand with NCDS (or the other chosen
- 187. arbitration provider). If Seller can show that Seller cannot afford the initial arbitration filing fee, then the Broker-Related Party will
- 188. pay Seller's initial filing fee, but Seller must pay Seller's additional arbitration fees, attorney's and expert fees, and costs. This
- 189. Contract and the listing and sale of Seller's property evidences a transaction involving interstate commerce and this Section
- 190. must be interpreted and the arbitration conducted under the Federal Arbitration Act ("FAA"). The arbitrator will have the exclusive
- 191. authority to resolve any Claims between the parties relating to the formation, enforceability, enforcement (including by non-
- 192. signatories to this Agreement), applicability, waiver, or interpretation of this Section under the FAA, including whether all or any
- 193. part of this Section is void or voidable. The arbitrator must rule on (a) his or her jurisdiction, including any objections with respect
- 194. to the existence, scope, or validity of this Section; (b) the arbitrability of any Claims; and (c) the existence or validity of this
- 195. Contract. The arbitrator must interpret this Section as an enforceable contract independent of the other terms of this Contract,
- 196. and the arbitrator's decision that this Contract, or any part of this Contract, is null and void will not for that reason alone render
- 197. this Section invalid or unenforceable.
- 198. Discovery; Confidentiality. The arbitrator may order discovery sufficient to enable a full and fair exploration of the facts and
- 199. legal issues underlying the Claims, consistent with the expedited nature of arbitration. The parties and the arbitrator must keep
- 200. all aspects of the arbitration confidential and not make them part of the public record, including all (a) pleadings, motions,
- 201. discovery, memoranda, and other work product in the parties' or the arbitrator's files that were prepared for use in an arbitration
- 202. hearing or conference or used in an arbitral award; and (b) communications made by or to a party, the arbitrator, or any other
- 203. person in or in connection with the arbitration (the "Confidential Materials"). The parties must not disclose any Confidential
- 204. Materials in any judicial or administrative proceeding, except that a party may disclose certain Confidential Materials if the parties
- 205. agree in writing to waive confidentiality over the Confidential Materials.
- 206. Award Limitations. The arbitrator may award a party any remedy that would have been available had the parties litigated the
- 207. Claims in court, including money damages and injunctive relief. The arbitrator, however, cannot issue any award that includes
- 208. any punitive, special, consequential, incidental, indirect, or exemplary damages. Any arbitrator determination, finding, or award
- 209. will be final and binding on the parties, and either party may confirm any of them in a court with jurisdiction. A party cannot
- 210. arbitrate any Claims unless the party commences the arbitration within the statutes of limitation governing the Claims.
- 211. Jury Waiver & Class Action Waiver. THE PARTIES WILL HAVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION,
- 212. BUT THEY ARE HEREBY GIVING UP THEIR RIGHTS TO RESOLVE THEIR CLAIMS IN A COURT OR JURY TRIAL. The
- 213. parties must submit their own, individual Claims for resolution in the arbitration. The parties hereby waive the following rights:
- 214. (a) the right to represent the interests of any other person or join or consolidate any Claims by or against third parties; (b) the right
- 215. to bring, join, or maintain any Claims (in arbitration or otherwise) where the party or another person seeks to act (i) as a
- 216. representative or member of a class, collective, or mass action, (ii) in the general-public interest, or (iii) in any private-attorney-
- 217. general capacity; and (c) the right to participate in a class-action lawsuit or class-wide arbitration; and (d) the right to
- 218. participate as a representative or member in a class arbitration or any consolidation of individual arbitrations (collectively, the
- 219. "Class Action Waivers"). The Class Action Waivers will control and supersede any contrary agreements, statements, NCDS
- 220. rules, or other arbitration provider's rules.
- 221. Validity. If any part of this Section, other than the Class Action Waivers, is determined to be invalid or unenforceable, then the
- 222. remaining parts of this Section still will remain fully enforceable. If any part of the Class Action Waivers is determined to be
- 223. unenforceable, then the Broker-Related Party will have the unilateral right to determine whether to proceed in arbitration or
- 224. require that the Claims be brought in a court with jurisdiction over the Claims, on the condition that a determination that the Class
- 225. Action Waivers are unenforceable will be subject to appeal.

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	e-mail or other means of communication, even if the telephone number is listed on a state, federal or company-specific do-not-call list.								
232. 233. 234. 235. 236.	<b>FEDERAL NOTICE.</b> The Edina Realty family of companies is providing this notice. Edina Realty has brokerage, title, mortgage and insurance affiliates that are committed to the highest quality of service. If you choose, however, you may limit the Edina Realty companies from marketing their products or services to you based on your personal information that they receive from other Edina Realty companies, such as your contact and transaction information. (Rest assured, we do not share your financial information with anyone.) Your choice to limit the marketing offers from Edina Realty companies will apply until you tell us to change your choice. To limit marketing offers, contact us by telephone toll-free at 1-877-270-1289.								
239. 240. 241. 242.	ENTIRE AGREEMENT: This Contract and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Broker. Any other written or oral communication between Seller and Broker, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Contract. This Contract can be modified or canceled only in writing signed by Seller and Broker or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Contract.								
<b>244.</b> 245.	<b>244. ELECTRONIC SIGNATURES:</b> The parties agree the electronic signature of any party on any document 245. related to this transaction constitute valid, binding signatures.								
246.	ACCEPTED BY		ACCEPTED BY:	Leane M. Tenge					
247	Data Signad:	(Real Estate Company Name)		Linne M Jensen (Licensee Signature)					
247.	Date Signed: _	7.23.2025	, 20						
248.	ACCEPTED BY	": MARUNDON 7636	ACCEPTED BY:						
		(Seller)Northfield HRA by Melissa Hanson (Date	e)	(Seller) (D	ate)				
249	801 Wasl	nington St							
250.	(Address)	Northfield MN 55057 507-645-3047	(Address)						
200	(Phone)	307 043 3047	(Phone)						
251		Hanson@ci.northfield.mn.us	/E mail addraga)						
252	(E-mail address)	elocation services. Yes No	(E-mail address)						
252.	i/we would like i	elocation services. Tes	^						
253.	Date Signed:		, 20						
254		THIS IS A LEGALLY BINDING CONTR	RACT BETWEEN SE	LLER AND BROKER.					

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

**227. FOR COMMUNICATION:** Unless Seller has opted out under the procedure below, Seller gives Edina 228. Realty and Edina Realty's affiliated companies express permission to contact Seller by telephone, mail, fax,