



EARNEST MONEY RECEIPT

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1. Date January 9th, 2023
2. Time 1:30 PM

3. Buyer's licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in
4. the amount of \$ 1,000.00 , check number _____ ,
5. related to the Purchase Agreement dated January 9th 2023 , for the property located at
6. 1102 Forest Avenue
(Street)
7. Northfield MN 55057
(City/State/Zip)
8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

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

11. Dayna Norwood, Executive Dir.
(Buyer's Name(s))
12. [Signature]
(Buyer's Licensee Representing or Assisting Buyer)

MN:EMR (8/19)



PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

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1. Date January 09 2023

2. Page 1

3. BUYER(S): Rice County Habitat for Humanity Inc.

4. _____

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

6. One Thousand _____ Dollars (\$ 1,000.00)

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

8. _____
9. _____
10. _____

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

12. Street Address: 1102 Forest Avenue

13. City of Northfield, County of Rice State of Minnesota,

14. Zip Code 55057, legally described as CUTLERS W2 S2 L7 B6

15. _____

16. _____

17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

18. NONE

19. _____

20. _____ (collectively the "Property").

21. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

22. NONE

23. _____

24. PURCHASE PRICE:

25. Seller has agreed to sell the Property to Buyer for the sum of (\$ 65,000.00)

26. _____

27. Sixty-Five Thousand _____ Dollars,

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

29. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

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

31. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

32. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

36. CLOSING DATE:

37. The date of closing shall be February 01 2023

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date January 09 2023

39. Property located at 1102 Forest Avenue Northfield MN 55057

40. **MORTGAGE FINANCING:**

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

42. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
43. **COSTS** section.

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

45. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

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

47. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

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

49. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

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

51. ☐ **OTHER** _____

52. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
53. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
54. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
55. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
56. said financing.

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

59. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
60. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
61. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here
62. to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
-----*(Check one.)*-----

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

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

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

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

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

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

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

MN:PA:VL-2 (8/22)

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79. Property located at 1102 Forest Avenue Northfield MN 55057

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

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

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

92. If the Written Statement is not provided by the date specified on line 66, Seller may, at Seller's option, declare this
93. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
94. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
95. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
96. and directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER.**

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

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

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

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

103. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
104. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

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

108. (a) making the necessary repairs; or
109. (b) negotiating the cost of making said repairs with Buyer; or
110. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
112. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs
113. or escrow amounts related thereto above the amount specified on line 105 of this Purchase Agreement.

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

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

(sale price)

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

125. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
126. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.
127. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

**PURCHASE AGREEMENT:
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129. Property located at 1102 Forest Avenue Northfield MN 55057

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

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

133. _____ paid by Seller

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

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

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

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

144. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

146. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
------(Check one.)-----

147. ☐ \$ _____

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

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

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

SALE OF BUYER'S PROPERTY:

156. _____
157. (Check one.)

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

160. OR

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

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

169. OR

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

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173. Property located at 1102 Forest Avenue Northfield MN 55057

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

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

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

178. taxes due and payable in the year of closing.

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

180. due and payable in the year of closing.

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

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

185. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes

(Check one.)

186. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

187. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY ON

(Check one.)

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

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

91. of the Date of this Purchase Agreement.

92. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as

(Check one.)

93. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
94. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
95. assessments or less, as required by Buyer's lender.)

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

98. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice
-----*(Check one.)*-----

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

208. **ADDITIONAL PROVISIONS:**

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

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

211. (If answer is **IS**, said cancellation shall be obtained no later than _____.)

212. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
213. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
214. paid here to be refunded to Buyer.)

**PURCHASE AGREEMENT:
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216. Property located at 1102 Forest Avenue Northfield MN 55057

217. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
218. contingencies checked below are not satisfied or waived, in writing, by Buyer by January 27 2023,
219. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
220. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to
221. Buyer.

222. (Select appropriate options a-k.)

223. ☒ (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.

224. ☒ (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory
225. to Buyer.

226. ☐ (c) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
227. expense. ------(Check one.)-----

228. ☐ (d) Buyer obtaining approval of city/township of proposed building plans and specifications at
229. ☐ **BUYER** ☐ **SELLER** expense. ------(Check one.)-----

230. ☐ (e) Buyer obtaining approval of city/township of proposed subdivision development plans at
231. ☐ **BUYER** ☐ **SELLER** expense. ------(Check one.)-----

232. ☐ (f) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.
------(Check one.)-----

233. ☐ (g) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.
------(Check one.)-----

234. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be
235. improved without extraordinary building methods or cost. ------(Check one.)-----

236. ☐ (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
237. covenants and approval of the architectural control committee.

238. ☐ (j) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
239. affecting the Property, satisfactory to Buyer. ------(Check one.)-----

240. ☐ (k) Other:

241. _____

242. _____

243. _____

244. Seller's expenses for these contingencies (if any) shall not exceed \$ _____.

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

246. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

247. ☐ **TRUSTEE'S DEED** ☐ **Other:** _____ Deed joined in by spouse, if any, conveying
248. marketable title, subject to

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

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

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

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

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

254. _____; and

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

256. _____

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

257. Page 7 Date January 09 2023

258. Property located at 1102 Forest Avenue Northfield MN 55057

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

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

261. ☐ **OTHER:** _____

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

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

267. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
268. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
269. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated
270. title service provider:

271. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
272. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
273. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
274. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
275. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
276. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
277. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
278. assisting Seller, upon cancellation of this Purchase Agreement.

279. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
280. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
281. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
282. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
283. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will
284. automatically apply.

285. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
286. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
287. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
288. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
289. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
290. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
291. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
292. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

293. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
294. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
295. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
296. to the subdivision provision of lines 230-231 which deals with the future development plans of Buyer. Seller warrants
297. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date
298. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

299. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
300. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

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

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309. Property located at 1102 Forest Avenue Northfield MN 55057

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

313. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
314. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
315. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
316. restoration costs relative thereto.

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

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

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

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

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

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

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

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

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

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

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

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

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

359. Page 9 Date January 09 2023

360. Property located at 1102 Forest Avenue Northfield MN 55057
361. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
362. Purchase Agreement consists of approximately .25 ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned
------(Check one.)-----
363. _____
364. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood zone.
------(Check one.)-----
365. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **DOES** ☒ **DOES NOT** currently receive
------(Check one.)-----
366. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).
367. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any federal, state, or
------(Check one.)-----
368. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
369. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

370. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
371. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
372. **PURCHASE AGREEMENT.**
373. BUYER HAS RECEIVED A: (Check any that apply.) ☒ **DISCLOSURE STATEMENT: VACANT LAND** OR A
374. ☐ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
375. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
376. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
377. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
378. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

379. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
380. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
381. access, curb cuts, utility connection and connecting fees; and tree planting charges.

382. **(Check appropriate boxes.)**
383. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
384. **CITY SEWER** ☒ **YES** ☐ **NO** / **CITY WATER** ☒ **YES** ☐ **NO**
385. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
386. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
------(Check one.)-----
387. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
388. *Statement: Subsurface Sewage Treatment System.*)
389. **PRIVATE WELL**
390. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
------(Check one.)-----
391. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)
392. **TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY** ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL
------(Check one.)-----
393. **CONSTRUCTION AREA.**
394. **THIS PURCHASE AGREEMENT** ☐ **IS** ☒ **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**
------(Check one.)-----
395. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
396. (If answer is **IS**, see attached *Addendum.*)
397. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
398. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
399. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

400. Page 10 Date January 09 2023

401. Property located at 1102 Forest Avenue Northfield MN 55057

402. **AGENCY NOTICE**

403. Peter A Mergens is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) -----(Check one.)-----

404. Professional Pride Realty LLC
(Real Estate Company Name)

405. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) -----(Check one.)-----

406. _____
(Real Estate Company Name)

407. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

408. **DUAL AGENCY REPRESENTATION**

409. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

410. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 411-427.*

411. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 412-427.*

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

417. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
418. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
419. information will be shared;
420. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
421. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
422. the sale.

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

425. Seller _____ Buyer _____

426. Seller _____ Buyer _____

427. Date _____ Date _____

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

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

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

433. Page 11 Date January 09 2023

434. Property located at 1102 Forest Avenue Northfield MN 55057

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

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

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

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

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

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

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

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

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

463. **OTHER**: _____

464. _____

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

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

467. ☐ Addendum to Purchase Agreement
468. ☐ Addendum to Purchase Agreement: Additional Signatures
469. ☐ Addendum to Purchase Agreement: Assumption Financing
470. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
471. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
472. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
473. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
474. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
475. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
476. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement
477. ☐ Addendum to Purchase Agreement: Short Sale Contingency
478. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
479. ☐ Other: _____

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

480. Page 12 Date January 09 2023

481. Property located at 1102 Forest Avenue

Northfield MN 55057

482. I agree to sell the Property for the price and on the terms
483. and conditions set forth above.

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

484. **I have reviewed all pages of this Purchase**
485. **Agreement.**

I have reviewed all pages of this Purchase
Agreement.

486. ☐ If checked, this Purchase Agreement is subject to
487. attached **Addendum to Purchase Agreement:**
488. **Counteroffer** and the Final Acceptance Date shall
489. be noted on the **Addendum**.

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

492. non-resident alien individual, foreign corporation, foreign
493. partnership, foreign trust, or foreign estate for purposes of
494. income taxation. (See lines 435-448.) This representation
495. and warranty shall survive the closing of the transaction
496. and the delivery of the deed.

497. X Janet Hanson 1/11/2023
(Seller's Signature) (Date)

X Dayna Nowel 1-10-23
(Buyer's Signature) (Date)

498. X St Olaf College by Janet Hanson, VP/CFO
(Seller's Printed Name)

X Rice County Habitat for Humanity Inc.
(Buyer's Printed Name)

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

X _____
(Buyer's Signature) (Date)

500. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

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

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

505. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE
506. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
507. **AGREEMENT**, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE
508. **AGREEMENT.**

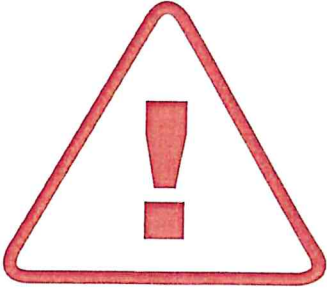
509. SELLER(S) Janet Hanson

BUYER(S) Dayna Nowel

510. SELLER(S) _____

BUYER(S) _____

WIRE FRAUD ALERT



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

THESE SOPHISTICATED CRIMINALS COULD:

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

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

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

Dayna Nivola
(Signature)

1-10-23

(Date)

Janet Hanson
(Signature)

1/11/2023

(Date)

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DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

ARBITRATION DISCLOSURE

- 2.
3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**
6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:
8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**
16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.
19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.
25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.
30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**
33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.
38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.
45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

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

50. Page 2

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

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 1102 Forest Avenue

55. City of Northfield, County of Rice

56. State of Minnesota, Zip Code 55057

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated January 9th 2023, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. Janet Hanson 1/11/2023
(Seller's Signature) (Date)

Darja Novak 1-10-23
(Buyer's Signature) (Date)

69. St Olaf College by Janet Hanson, VP/CFO
(Seller's Printed Name)

Rice County Habitat for Humanity Inc.
(Buyer's Printed Name)

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

(Buyer's Signature) (Date)

71. _____
(Seller's Printed Name)

(Buyer's Printed Name)

72. Pet A. [Signature] 1-10-23
(Licensee Representing or Assisting Seller) (Date)

(Licensee Representing or Assisting Buyer) (Date)

73. Professional Pride Realty LLC
(Company Name)

(Company Name)

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

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



DISCLOSURE STATEMENT: VACANT LAND

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1. Date August 12, 2022
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE
4. A PART OF THIS DISCLOSURE

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

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*
15. form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any
16. kind by Seller or licensee(s) representing or assisting any party in the transaction.
17. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
18. "Residential real property" or "residential real estate" means property occupied as, or *intended to be occupied* as, a
19. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause
20. (10), regardless of whether the unit is in a common interest community not subject to Chapter 515B.
21. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in
22. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any
23. other option.
24. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the Property personally or have it inspected
25. by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "No" to any of the
26. questions listed below, it does not necessarily mean that it does not exist on the Property, did not occur, or does not
27. apply. "No" may mean that Seller is unaware.
28. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or
29. inspection report(s) when completing this form. (3) Describe conditions affecting the Property to the best of your
30. knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions.
31. (6) If any items do not apply, write "NA" (not applicable).

32. Property location or identification 1102 Forest Ave
(Address/Section/Township/Range)

33. PID # 22.36.3.51.044, Legal Description CUTLERS W2 S2 L7 B6

34. City or Township of Northfield, County of Rice

35. State of Minnesota, Zip Code 55057 ("Property").

36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.

37. (1) What date did you acquire the land? 8/5/2011

38. (2) Type of title evidence: ☒ Abstract ☐ Registered (Torrens) ☐ Unknown

39. Location of Abstract: _____

40. Is there an existing Owner's Title Insurance Policy? ☒ Yes ☐ No

41. (3) Are you in possession of prior vacant land disclosure statement(s)?

42. (If "Yes," please attach if in your possession.) ☐ Yes ☒ No

DISCLOSURE STATEMENT: VACANT LAND

43. Page 2

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

45. Property located at 1102 Forest Ave Northfield MN 55057
46. (4) Are there any current or past Phase I, Phase II, or Phase III Environmental Site Assessment(s)? (If "Yes," please attach if in your possession.) ☐ Yes ☒ No
47. (5) Access (where/type): _____
48. Is access (legal and physical) other than by direct frontage on a public road? ☐ Yes ☒ No
49. (6) Has the Property been surveyed? ☒ Yes ☐ No
50. Year surveyed: Unsure - assume surveyed since City lot
51. What company/person performed the survey? _____
52. Name: _____ Address: _____ Phone: _____
53. (7) Is this platted land? ☒ Yes ☐ No
54. If "Yes,"
55. has the plat been recorded? ☐ Yes ☒ No ?
56. do you have a certificate of survey in your possession? ☐ Yes ☒ No
57. If "Yes," who completed the survey? Unsure - assume platted since City lot When? _____
58. (8) Are there any property markers on the Property? ☐ Yes ☒ No
59. If "Yes," give details: _____
60. _____
61. _____
62. (9) Is the Property located on a public or private road? ☒ Public ☐ Private ☐ Public: no maintenance
63. (10) Are there any private or non-dedicated roadways that you are responsible for? ☐ Yes ☒ No
64. (11) Are there any rivers, lakes, ponds, creeks, streams, or springs running through the Property or along a boundary line? ☐ Yes ☒ No
65. (12) **Flood Insurance:** All properties in the State of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.
66. (a) Do you know which zone the Property is located in? ☐ Yes ☒ No
67. If "Yes," which zone? _____
68. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ No
69. If "Yes," is the policy in force? ☐ Yes ☐ No
70. If "Yes," what is the annual premium? \$ _____
71. If "Yes," who is the insurance carrier? _____
72. (c) Have you ever had a claim with a flood insurance carrier or FEMA? ☐ Yes ☒ No
73. If "Yes," please explain: _____
74. _____
75. _____
76. _____

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

DISCLOSURE STATEMENT: VACANT LAND

82. Page 3

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

84. Property located at 1102 Forest Ave Northfield MN 55057

85. (13) Is the Property located in a drainage district, County or Judicial Drainage System? ☐ Yes ☒ No
86. (14) Is the Property drain tiled? ☐ Yes ☒ No
87. (15) Is there a private drainage system on the Property? ☐ Yes ☒ No
88. (16) Is the Property located within a government designated disaster evacuation zone (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)? ☐ Yes ☒ No
89. (17) Are there encroachments? ☐ Yes ☒ No
90. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

92.

93.

94. **B. GENERAL CONDITION:** The following questions are to be answered to the best of Seller's knowledge.

95. (1) Are there any structures, improvements, or emblements (e.g., crops) included in the sale? ☐ Yes ☒ No

96. If "Yes," list all items:

98.

99. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris included in the sale? ☐ Yes ☒ No

100. If "Yes," list all items:

102.

103. (3) Are there any drainage issues, flooding, or conditions conducive to flooding? ☐ Yes ☒ No

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

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

106.

107. (5) Were there any previous structures on the Property? ☒ Yes ☐ No

108. (6) Are there any settling, erosion, or soil movement problems on or affecting the Property? ☐ Yes ☒ No

109. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting the Property? ☐ Yes ☒ No

110. (8) For any questions in Section B answered "Yes," please explain:

113.

114.

115. **C. USE RESTRICTIONS:** The following questions are to be answered to the best of Seller's knowledge.

116. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect the use or future resale of the Property?

117. (a) Are there easements, other than utility or drainage easements? ☐ Yes ☒ No

118. (b) Are there any public or private use paths or roadway rights of way/ easement(s)? ☐ Yes ☒ No

119. (c) Are there any ongoing financial maintenance or other obligations related to the Property that the buyer will be responsible for? ☐ Yes ☒ No

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124.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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125.	Property located at 1102 Forest Ave	Northfield	MN	55057
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- | | | | | |
|------|-----|--|---|--|
| 126. | (d) | Are there any communication, power, wind, pipeline (utility or drainage), or other utility rights of way/easement(s)? <i>City</i> | ☒ Yes | ☐ No |
| 127. | | | ☐ Yes | ☒ No |
| 128. | (e) | Are there any railroad or other transportation rights of way/easement(s)? | ☐ Yes | ☒ No |
| 129. | (f) | Is there subdivision or other recorded covenants, conditions, or restrictions? | ☐ Yes | ☒ No |
| 130. | (g) | Are there association requirements or restrictions? | ☐ Yes | ☒ No |
| 131. | (h) | Is there a right of first refusal to purchase? | ☐ Yes | ☒ No |
| 132. | (i) | Is the Property within the boundaries of a Native American reservation? | ☐ Yes | ☒ No |
| 133. | (j) | Are there any Department of Natural Resources restrictions? | ☐ Yes | ☒ No |
| 134. | (k) | Is the Property located in a watershed district? | ☐ Yes | ☒ No |
| 135. | (l) | Is the Property enrolled in any federal, state, or local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land, RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.)? | ☐ Yes | ☒ No |
| 136. | | | ☐ Yes | ☒ No |
| 137. | (m) | Are there any USDA Wetland Determinations? | ☐ Yes | ☒ No |
| 138. | (n) | Are there any USDA Highly Erodible Land Determinations? | ☐ Yes | ☒ No |
| 139. | (o) | Are there any conservation practices installed (e.g., terracing, waterways, control structures)? | ☐ Yes | ☒ No |
| 140. | (p) | Are there any federal or state listed species? ☐ Plants ☐ Animals | ☐ Yes | ☒ No |
| 141. | (q) | Are there any third parties which have an interest in the mineral rights? | ☐ Yes | ☒ No |
| 142. | (r) | Is there any forfeiture or transfer of rights (e.g., mineral, timber, development, etc.) | ☐ Yes | ☒ No |
| 143. | (s) | Are there any historical registry restrictions? | ☐ Yes | ☒ No |
| 144. | (t) | If any of the questions in Section C(1) are answered "Yes," please provide written copies of these covenants, conditions, reservations, or restrictions if in your possession: | | |
| 145. | | | | |
| 146. | | | | |
| 147. | | | | |
| 148. | | | | |
| 149. | | | | |
| 150. | | | | |
| 151. | (2) | Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions, reservations, or restrictions? | ☐ Yes | ☒ No |
| 152. | | | | |
| 153. | | If "Yes," please explain: | | |
| 154. | | | | |
| 155. | | | | |
| 156. | (3) | Is the Property currently rented? | ☐ Yes | ☒ No |
| 157. | | If "Yes," is there a written lease? | ☐ Yes | ☐ No |
| 158. | | If "Yes," please provide a copy of the lease if in your possession or provide information: | | |
| 159. | | Lease start date: _____ | | |
| 160. | | Lease end date: _____ | | |
| 161. | | Number of acres leased: _____ | | |
| 162. | | Price/acre: _____ | | |
| 163. | | Terms of lease: _____ | | |
| 164. | | Renter's name: _____ Phone number: _____ | | |
| 165. | | May the renter be contacted for information on the Property? | ☐ Yes | ☐ No |

DISCLOSURE STATEMENT: VACANT LAND

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

168. Property located at 1102 Forest Ave Northfield MN 55057
169. (4) Is woodland leased for recreational purposes? ☐ Yes ☒ No
170. (5) Has a timber cruise been completed on woodland? ☐ Yes ☒ No
171. (6) Has timber been harvested in the past 25 years? ☐ Yes ☒ No
172. If "Yes," what species was harvested? _____
173. Was harvest monitored by a registered forester? ☐ Yes ☐ No
174. (7) Are there plans for a new road, expansion of an existing road, airport, trail, affect by railroad, or other improvement that may affect this Property? ☐ Yes ☒ No
175. If "Yes," please explain: _____
176. _____
177. _____
178. _____
179. (8) Are there any zoning violations, nonconforming uses, or unusual restrictions on the Property that would affect future construction or remodeling? ☐ Yes ☒ No
180. _____
181. **D. UTILITIES:** The following questions are to be answered to the best of Seller's knowledge.
182. (1) Have any percolation tests been performed? ☐ Yes ☒ No
183. When? _____ By whom? _____
184. Attach copies of results, if in your possession.
185. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)
186. Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving the above-described real Property. (If answer is DOES, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System*.)
187. ☐ There is an abandoned subsurface sewage treatment system on the above-described real Property. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)
188. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 1031.235.) (Check appropriate box(es).)
189. ☒ Seller does not know of any wells on the above-described real Property.
190. ☐ There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well*.)
191. ☐ This Property is in a Special Well Construction Area.
192. ☐ There are wells serving the above-described Property that are not located on the Property.
193. (a) How many properties or residences does the shared well serve? _____
194. (b) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No
195. If "Yes," what is the annual maintenance fee? \$ _____
196. _____
197. _____
198. _____
199. _____
200. _____
201. _____

MN:DS:VL-5 (8/21)

DISCLOSURE STATEMENT: VACANT LAND

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

204. Property located at 1102 Forest Ave Northfield MN 55057

205. (4) Are any of the following presently existing within the Property:

- | | | | | |
|------|--|-----------------------------|------------------------------|--|
| 206. | (a) connection to public water? | <i>There was previously</i> | ☐ Yes | ☒ No |
| 207. | (b) connection to public sewer? | <i>a house on this</i> | ☐ Yes | ☒ No |
| 208. | (c) connection to private water system off-property? | <i>lot, demolished in</i> | ☐ Yes | ☒ No |
| 209. | (d) connection to electric utility? | <i>September 2011.</i> | ☐ Yes | ☒ No |
| 210. | (e) connection to pipelines (natural gas, petroleum, other)? | <i>Assume there</i> | ☐ Yes | ☒ No |
| 211. | (f) connection to communication, power, or utility lines? | <i>may be utilities</i> | ☐ Yes | ☒ No |
| 212. | (g) connection to telephone? | <i>on or nearby the</i> | ☐ Yes | ☒ No |
| 213. | (h) connection to fiber optic? | <i>property.</i> | ☐ Yes | ☒ No |
| 214. | (i) connection to cable? | | ☐ Yes | ☒ No |

215. E. ENVIRONMENTAL CONCERNS: The following questions are to be answered to the best of Seller's knowledge.

216. (1) Are there any buried storage tanks or buried debris or waste on the Property? ☐ Yes ☒ No

217. If "Yes," give details:

218.

219. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting
220. the Property?

☐ Yes ☒ No

221. If "Yes," give details:

222.

223. (3) Have any soil tests been performed?

☐ Yes ☒ No

224. When? _____ By whom? _____
225. Attach copies of results if in your possession.

226. (4) Are there any soil problems?

☐ Yes ☒ No

227. If "Yes," give details:

228.

229. (5) Are there any dead or diseased trees?

☐ Yes ☒ No

230. If "Yes," give details: _____

231. (6) Are there any insect/animal/pest infestations?

☐ Yes ☒ No

232. If "Yes," give details:

233.

234. (7) Are there any animal burial pits?

☐ Yes ☒ No

235. If "Yes," give details: _____

236. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or
237. chemical storage tanks, contaminated soil or water) on the land?

☐ Yes ☒ No

238. If "Yes," give details:

239.

240. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse
241. disposal site, toxic substance storage site, junk yard, or other pollution situation?

☐ Yes ☒ No

242. If "Yes," give details:

243.

DISCLOSURE STATEMENT: VACANT LAND

244. Page 7

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

246. Property located at 1102 Forest Ave Northfield MN 55057
247. (10) Is the Property located in or near an agricultural zone? ☐ Yes ☒ No
248. If "Yes," the Property may be subjected to normal and accepted agricultural practices and operations
249. including, but not limited to, noise; dust; day and nighttime operation of farm machinery; the raising and
250. keeping of livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides
251. and pesticides associated with normal agricultural operations.
252. (11) Are there any landfills or waste disposal sites within two (2) miles of the Property? ☐ Yes ☒ No
253. If "Yes," give details:
- 254.
255. (12) Is there any government sponsored clean-up of the Property? ☐ Yes ☒ No
256. If "Yes," give details:
- 257.
258. (13) Are there currently, or have previously been, any orders issued on the Property by any governmental authority
259. ordering the remediation of a public health nuisance on the Property? ☐ Yes ☒ No
260. If "Yes," Seller certifies that all orders ☐ HAVE ☐ HAVE NOT been vacated.
(Check one.)
261. (14) Other:
- 262.

263. F. RADON DISCLOSURE: (The following Seller disclosure satisfies MN Statute 144.496.)

264. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL

265. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends

266. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can

267. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

268. Every buyer of any interest in residential real property is notified that the property may present exposure to

269. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

270. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading

271. cause overall. The seller of any interest in residential real property is required to provide the buyer with any

272. information on radon test results of the dwelling.

273. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota

274. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and

275. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

276. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts

277. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN

278. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by

279. the court. Any such action must be commenced within two years after the date on which the buyer closed the

280. purchase or transfer of the real Property.

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

282. knowledge.

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

284. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most

285. current records and reports pertaining to radon concentration within the dwelling:

286.

287.

DISCLOSURE STATEMENT: VACANT LAND

288. Page 8

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

290. Property located at 1102 Forest Ave Northfield MN 55057

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

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

294.

295.

296. **EXCEPTIONS:** See Section O for exceptions to this disclosure requirement.

297. **G. PREFERENTIAL PROPERTY TAX TREATMENT:** Is the Property subject to any preferential
298. property tax status or any other credits affecting the Property (e.g., Exclusive Ag Covenant,

299. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.)? ☐ Yes ☒ No

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

301. Explain: _____

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

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

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

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

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

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

318. **I. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

322. (See Disclosure Statement: Methamphetamine Production.)

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

328. **K. CEMETERY ACT:** MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials,
329. or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes
330. human skeletal remains or human burial grounds is guilty of a felony.

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

332. If "Yes," please explain: _____

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

DISCLOSURE STATEMENT: VACANT LAND

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

338. Property located at 1102 Forest Ave Northfield MN 55057

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

344. **M. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
345. Seller's knowledge.

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

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

349.

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

352. If "Yes," explain:

353.

354. N. MN STATUTES 513.52 THROUGH 513.60:

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

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

372. MN STATUTES 144.496: RADON AWARENESS ACT

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

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

378. No Duty to Disclose

379. **A. There is no duty to disclose the fact that the Property**

380. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
381. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
382. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
383. (3) is located in a neighborhood containing any adult family home, community-based residential facility,
384. or nursing home.

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VACANT LAND**

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

387. Property located at 1102 Forest Ave Northfield MN 55057
388. **B. Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency and where the property is located or the Department of Corrections.
399. **C.** The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B for property that is not residential property.
400. **D. Inspections.**
401. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.
402. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (1) if a copy of the report is provided to Seller.
403. **O. ADDITIONAL COMMENTS:**

404. **P. SELLER'S STATEMENT:** (To be signed at time of listing.)
405. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.
406. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing. To disclose new or changed facts, please use the Amendment to Disclosure Statement form.
407. *Janet Hanson* (Seller) 08/15/2022
408. *on behalf of St. Olaf College* (Seller) 8/15/22
409. **Q. BUYER'S ACKNOWLEDGEMENT:** (To be signed at time of purchase agreement.)
410. I/We, the Buyer(s) of the Property, acknowledge receipt of this Disclosure Statement. Vacant Land and agree that no representations regarding facts have been made other than those made above. This Disclosure Statement is not a warranty or guarantee of any kind by Seller or licensee representing or assisting any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain. The information disclosed is given to the best of Seller's knowledge.

438. The information disclosed is given to the best of Seller's knowledge.
439. *Janet Hanson* (Buyer) 1-10-23
440. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**
441. (Date) (Buyer)



Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.

Radon Warning Statement

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

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

Radon Testing

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

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

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

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

Place the test kit:

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

How are radon tests conducted in real estate transactions?

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

Continuous Radon Monitor (CRM)

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

Simultaneous Short-Term Testing

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

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

Radon Mitigation

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

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

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

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