

## CHECK REQUEST Week of 11/25/2020

Project 1641-02-22  
City of La Crosse, South Avenue  
USH 14- Green Bay St to Ward Ave  
La Crosse County, La Crosse, WI

### PAYMENTS ARE TO BE SENT DIRECTLY TO PAYEE

Parcel	Amount	Payable to	Conveyance
31-107	\$1,140	Jessica Schwanke 400 Gillette Street, Apt 105 La Crosse WI 54603	Move Payment
31-109	\$1,140	Payment being made for Anthony Cruz - Hardship  Armstrong Relocation Company, Wisconsin LLC 1701 Airport Road Waukesha WI 53188	Move Payment
31-233	\$18,240	Nicolas and Elizabeth Shadowick  <b>Send check to:</b> <b>Maria Krueger</b> <b>1681 Second Ave So</b> <b>Wisconsin Rapids, WI 54495</b>	Residential Housing Payment
<b>Total</b>	\$20,520		

Submitted by Maria Krueger Date 11/25/2020



***CITY OF LA CROSSE  
ENGINEERING DEPARTMENT  
400 LA CROSSE ST  
LA CROSSE, WI 54601-3396  
PHONE: 608-789-7505  
FAX: 608-789-8184***

November 23, 2020

Project: 1641-02-22  
Parcel: 31-107  
County: La Crosse  
RE: Tenant Move Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-107 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-107	Moving Expenses Fixed Payment, Room Schedule	Jessica Schwanke	\$1,140.00

Ms. Schwanke chose to do a fixed move payment for his personal property located at the subject. Payment was based on the fixed payment schedule as established by FHWA which is attach for supporting documentation. Ms. Schwanke vacated the subject on November 12, 2020, a vacancy inspection has been completed by Steve Ham, Property Manager. Supporting documentation for claim is enclosed.

Please contact me at 715/421-9049 if you have any questions.

Thank you

*Maria "Izzy" Krueger*

Maria "Izzy" Krueger  
WisDOT Statewide Relocation Specialist

### Fixed Payment Schedule

Displacees (persons) may elect to be paid for moving expenses based on the fixed payment schedule as established by FHWA.

The fixed payment schedule is not intended to replace the commercial move estimate or bid on a dollar for dollar basis. A commercial move includes overhead costs; payroll expenses; equipment; and, vehicles of a professional moving company. The homeowner would not incur those costs in a self-move and should not be compensated for them.

The fixed payment schedule includes all of the these items: transportation; packing; crating; unpacking; uncrating; disconnecting and reconnecting utilities; dismantling; removing; reassembling and reinstalling machinery; equipment and appliances; and, disposal of personal property on site.

#### Fixed Payment Schedule and Dislocation Allowance as Set by FHWA

Effective August 24, 2015

No. of Rooms	Occupant With Furniture	Occupant Without Furniture
1	\$550	\$440
2	\$730	\$545
3	\$935	\$650
4	\$1,140	\$755
5	\$1,350	\$860
6	\$1,560	\$965
7	\$1,765	\$1,070
8	\$1,975	\$1,175
Addl. Room	\$260	\$105

#### Exceptions:

1. The payment to a person with minimal possessions who occupies a dormitory style room or whose residential move is performed by an agency at no cost to the person is limited to \$100.00.
2. An occupant is paid on an actual cost basis for moving a mobile home from a displacement site. In addition, a reasonable payment to the occupant for packing and securing property for the move may be paid at the agency's discretion.

The subject has a living room, one-bedroom, kitchen, bathroom, and 3 closets that contains personal property, and an armoire for a total of four rooms.

Total Room Count= 4

Fixed Move Calculation = \$1,140

**RELOCATION CLAIM - APPLICATION AND RELEASE**

RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) Jessica Schwanke	Date Claim Submitted to WisDOT November 12, 2020
Replacement Property Address 400 Gilleath Street, Apt. 105 La Crosse WI 54603	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Ave, La Crosse WI 54602	Actual Vacate Date from Subject November 12, 2020

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- ☒ Residential relocation      ☐ Owner occupant (subject)      ☐ Replacement - Purchase      ☐ Move Only – no displaced persons  
☐ Nonresidential relocation      ☒ Tenant occupant (subject)      ☒ Replacement - Rental  
☐ Outdoor advertising sign relocation      ☐ Landlord (subject)

**AGREEMENT**

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

**CERTIFICATION**

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

<u>X Jessica Schwanke</u> Claimant Signature	<u>11/12/20</u> Date	<u>X</u> Claimant Signature	 Date
<u>JESSICA SCHWANKE</u> Print Name		 Print Name	

**WisDOT Use Only**

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: \_\_\_\_\_

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<u>X Maria Krueger</u> Relocation Agent Signature	<u>11/23/2020</u> Date	<u>X Tracey Johnsrud</u> BTS Relocation Facilitator Signature	<u>11/24/2020</u> Date
<u>Maria Krueger</u> Print Name		<u>Tracey Johnsrud</u> Print Name	

Project ID: 1641-41-02-22

County: La Crosse

Parcel No.: 31 - 107

Items Claimed	Reference	Amount Claimed	Amount Approved
<b>Residential</b>			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$ 1,140	\$ 1,140.00
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$	\$
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
<b>Non-Residential</b>			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
<b>Move Only Payment – No displaced persons</b>			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
<b>TOTAL</b>		\$ 1,140	\$ 1,140.00

**VACANCY NOTICE**

RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name  
Jessica Schwanke

Subject property address  
2350 South Avenue, La Crosse WI 54602

Subject site dwelling/structure type  
Apartment Building

Choose one  
Owner  
Tenant

New address  
400 GILLETTE ST. APT. 105  
La Crosse WI 54603

New phone number

608-769-4718

Email

JESSICASCHWANKE@GMAIL.COM

Gas company  
N/A

Electric company  
XCEL

Other utility companies  
CENTURY LINK

I have vacated the subject property, removed all personal property, and notified the utility companies to change the service to WisDOT.

Remarks:

Jessica Schwanke  
Relocatee Signature

11/12/20  
Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated  
11/12/2020

Date of physical inspection  
11/13/2020

Keys received

☒ Yes ☐ No

All personal property has been removed to the satisfaction of WisDOT.

Remarks:

Received a call from Steve Ham, Property Manager who contacted me on Friday, November 13, 2020 and informed me that the unit has been cleared of all personal items and the keys have been turned in.

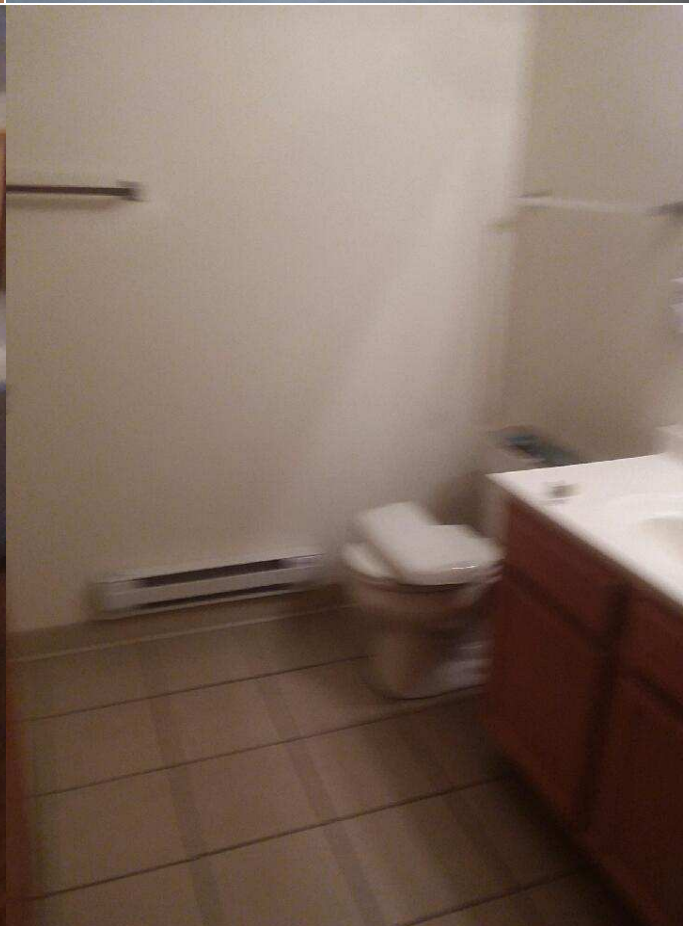
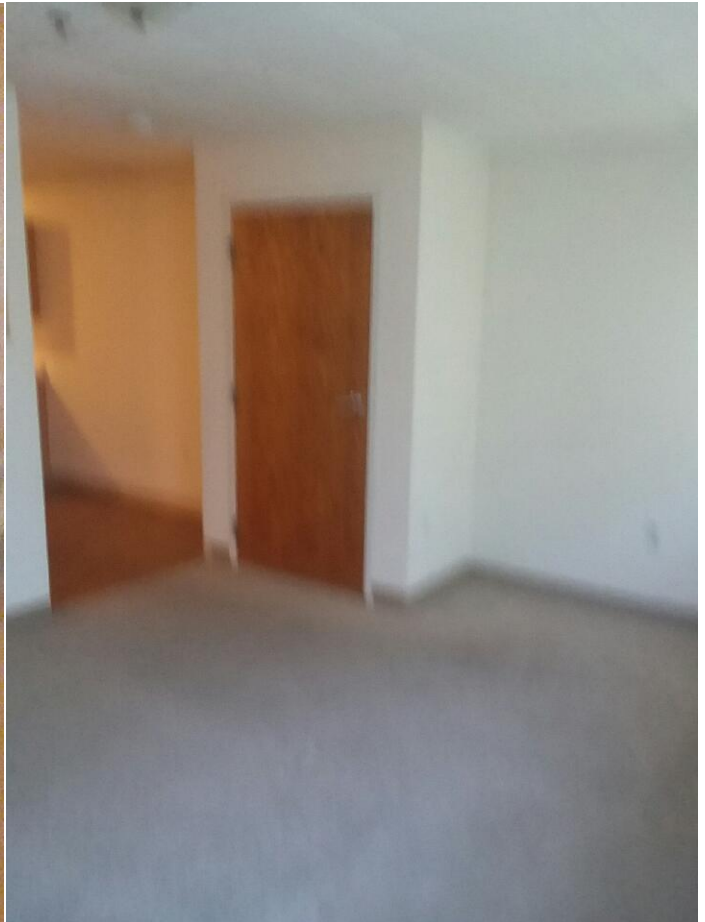
Maria Krueger  
Real Estate Specialist

11/13/2020  
Date

Project ID: 1641-02-22

County: La Crosse

Parcel No.: 31-107





July 27, 2020

1641-02-22

Parcel 31-109

City of La Crosse, South Avenue

USH 14-Green Bay St to Ward Ave

La Crosse County

Ms. Johnsrud;

Attached for your review and approval is a moving claim payment submittal for Anthony Cruz in the amount of \$1,140.

Mr. Cruz is a tenant that is being relocated due to the above-mentioned highway improvement project. Mr. Cruz vacated the premises on July 2, 2020 and is at his new location at 1051 Denton St., Apt. #3, La Crosse WI 54601.

Mr. Cruz asked for moving assistance. Two moving estimates were obtained, Du Frane Moving & Storage and Armstrong Relocation Company, Wisconsin, LLC. Du Frane provided an estimate based on photos that were sent via email. Actual cost moves are based on the lower of the two estimates, Armstrong Relocation Company, Wisconsin, LLC was the lower of the two; therefore, they were contacted to do the move for Anthony on July 2, 2020.

Anthony requested for a direct payment to Armstrong Relocation Company, Wisconsin, LLC due to his limited income, therefore Anthony signed a form requesting the City of La Crosse to make a direct payment.

Attached to this memo are the following documents for support in your consideration.

Relocation Claim – Moving Expense

Request for Direct Payment

Armstrong Relocation Company, Wisconsin, LLC Invoice

Estimates – Armstrong Relocation Company, Wisconsin LLC & Du Frane Moving & Storage

Signed Vacancy Notice

Tenant notice to property manager

Subject Photographs

If you have any questions, feel free to contact me.

Thank you

Izzy



**RELOCATION CLAIM - APPLICATION AND RELEASE**

RE1527 08/2018 s. 32.19 &amp; 32.195 Wis. Stats.

Wisconsin Department of Transportation

Claimant Name (print) Anthony Cruz	Date Claim Submitted to WisDOT July 2, 2020
Replacement Property Address 1051 Denton St, Apt #3, La Crosse WI 54601	Relocation Agent Name Maria Krueger
Subject Property Address 2350 south Avenue, Unit 109, La Crosse 54601	Actual Vacate Date from Subject July 2, 2020

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- ☒ Residential relocation      ☐ Owner occupant (subject)      ☐ Replacement - Purchase      ☐ Move Only – no displaced persons  
☐ Nonresidential relocation      ☒ Tenant occupant (subject)      ☒ Replacement - Rental  
☐ Outdoor advertising sign relocation      ☐ Landlord (subject)

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**CERTIFICATION**

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Claimant Signature

Date

X

Claimant Signature

Date

Anthony Cruz

Print Name

Print Name

**WisDOT Use Only**

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: \_\_\_\_\_

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

x Maria Krueger

Relocation Agent Signature

July 22, 2020

Date

x Tracey Johnsrud

BTS Relocation Facilitator Signature

8/3/2020

Date

Maria Krueger

Print Name

Tracey Johnsrud

Print Name

Project ID: 1641-02-22

County: La Crosse

Parcel No. 31-109

Items Claimed	Reference	Amount Claimed	Amount Approved
<b>Residential</b>			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$ 1,140	\$1,140.00
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
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<b>Non-Residential</b>			
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<b>Move Only Payment – No displaced persons</b>			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
TOTAL		\$ 1,140	\$ 1,140.00

**Remit Payment to: Armstrong Relocation Company, Wisconsin, LLC**  
**1701 Airport Road, Waukesha, WI 53188**



## Commercial Timesheet

CUSTOMER <b>WI DOT</b>	PROJ NAME <b>Grand Apt.</b>	DAY/DATE <b>7/2/2020</b>
CONTACT	PHONE	PAGE
ORDER NUMBER <b>WI- 15069-0</b>	BRANCH # <b>034</b>	
BUILDING/LOCATION		BILL OF LADING #
ORIGIN ADDRESS <b>La Crosse, WI</b>	DESTINATION ADDRESS <b>La Crosse, WI</b>	

## DESCRIPTION OF SERVICES

LOCAL MOVER

AGENT USE	NAME OF CREW MEMBER OR EQUIPMENT / TRUCK	JOB FUNC. CODE	Leave Warehouse	JOB START TIME AM PM	LUNCH	JOB END TIME AM PM	Return to Warehouse	FOR OFFICE USE ONLY				
								TOTAL HRS		RATE		TOTAL
								S/T	O/T	S/T	O/T	
meite	1 <b>EL</b>	D	7:30	10:30	1 hr	12:00	3:00					
meite	2 <b>CHRIS</b>	M										
034	3 <b>KEVIN</b>	M										
meite	4 <b>812-034</b>	ST										
	5											
	6											
	7											
	8											
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
	TOTALS											

AGENT USE: Company Employee - Indicate Branch Number, Independent Contractor - IC, Purchased Labor - PL

NAME OF CREW MEMBER OR EQUIPMENT / TRUCK: First and last name of person or full truck number, if rental enter "Rental"

JOB FUNCTION CODES: Indicate crew, truck and/or equipment used on this project:

CREW MEMBERS: Asset Technician - AT; Driver - D; Installer - I; Lead Installer - LI; Mover - M; Packer - P;

Project Manager - PM; Supervisor - S; System Administrator - SA; Warehouse Production Labor - WPL

TRUCK / EQUIPMENT: Equipment Van - EV; Forklift Operator - FO; Passenger Van - PV; Straight Truck - ST; Trailer Only - TO; Tractor Trailer - TT

Signatures Required:

Customer Signature

Armstrong Signature

Print Name

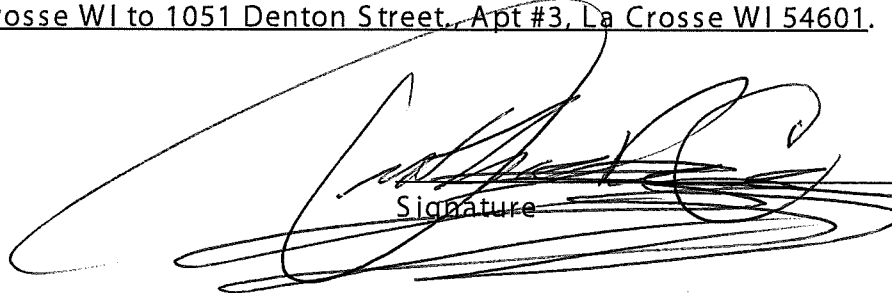
Date

Print Name

Date

## REQUEST FOR DIRECT PAYMENT

I, the undersigned, Anthony Cruz request that City of La Crosse make a direct payment to Armstrong Relocation Company, Wisconsin, LLC, for moving costs in the amount of \$ 1,140 incurred in relocating from 2350 South Avenue, Apt #109, La Crosse WI to 1051 Denton Street, Apt #3, La Crosse WI 54601.

  
Signature

4-18-20  
Date

**From:** Mark Kasprzak <mkasprzak@goarmstrong.com>  
**Sent:** Tuesday, June 09, 2020 10:35 AM  
**To:** Krueger, Maria - DOT  
**Subject:** RE: La Crosse Grand Apartment - Moving Estimates

Hello Maria:

Following is the Estimate to complete the Apartment Move.

Driver, mover and truck:	11 hours @ \$110.00	\$1,210.00
(Includes travel to and from site.)		
Coverage for \$25,000.00		\$ 125.00
 Total Estimated Cost:	 \$1,235.00	

DATE: We would need flexibility to complete move but would complete by end of month.

Let me know if you need any other information,  
Mark

Mark Kasprzak, MBA  
Armstrong Relocation Company, Wisconsin, LLC  
1701 Airport Road  
Waukesha, WI 53188  
Cell 414-550-0449  
Office 800-383-9220  
[mkasprzak@goarmstrong.com](mailto:mkasprzak@goarmstrong.com)

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**From:** Krueger, Maria - DOT <[Maria.Krueger@dot.wi.gov](mailto:Maria.Krueger@dot.wi.gov)>  
**Sent:** Tuesday, June 9, 2020 6:54 AM  
**To:** Mark Kasprzak <[mkasprzak@goarmstrong.com](mailto:mkasprzak@goarmstrong.com)>  
**Subject:** La Crosse Grand Apartment - Moving Estimates

Good morning Mark,

I have a request for a residential unit that needs to be relocated but first I need an estimate. This tenant is looking to be relocated by July 1 to his new apartment. I understand that he has boxed up most of his stuff, but all I have is pictures from when we first met with him which I have attached for you.

Currently at - 2350 South Avenue, Unit 109, La Crosse  
Moving to - 1051 Denton St, La Crosse

Could you get me an estimate either by the pictures or let me know if you would like to make a site visit.

Thank you





# DU FRANE

## Moving & Storage Inc.

### World Wide Moving Services

Tariff DMSTAR  
MC# 312674

### Estimated Cost of Services

Shipper: Anthony Cruz #109  
Address: Grand Av Apartment  
City: Lacrosse WI Zip: \_\_\_\_\_  
Phone: (H/C) \_\_\_\_\_ (W) \_\_\_\_\_

Consignee: \_\_\_\_\_  
Address: 1051 Deaton St.  
City: Lacrosse WI Zip: \_\_\_\_\_  
Phone: (H/C) \_\_\_\_\_ (W) \_\_\_\_\_

IMPORTANT: This estimate covers only the articles and services listed. It is not a guarantee that the actual charges will not exceed the amount of the estimate. Exact charges for local services provided will be computed on a time and materials basis subject to the current rates on file on the date of the move. All rates and terms of the contract are available for your inspection at Du Frane headquarters. Exact charges for loading, transporting, and unloading are based upon the volume of the goods transported and such charges may not be determined prior to the time the goods are loaded on the van. Charges for additional services will be added to the transportation charges.

#### ESTIMATED COST OF SERVICES

Transportation: 1865 pounds \_\_\_\_\_  
Transportation: 9 hours 2 men \$ 150 per hour 1350-  
Extra pick-up: \_\_\_\_\_ delivery \_\_\_\_\_  
Released valuation (Local/Intrastate \$.10/lb/article - included at no additional cost)  
\$ \_\_\_\_\_ Replacement value protection with \$ \_\_\_\_\_ deductible. Cost \$ \_\_\_\_\_  
\$ 11,000 Actual cash value protection with \$ 0 deductible. Cost \$ 99.00  
Packing services (see below) \_\_\_\_\_ 99.00  
Bulky items \_\_\_\_\_ Piano/Organ \_\_\_\_\_ 541.45  
Truck Charge/Fuel Surcharge \_\_\_\_\_  
Household Protection None  
Other: \_\_\_\_\_  
SUBTOTAL \_\_\_\_\_

STORAGE: Rent per month/night \_\_\_\_\_ Refundable Security Deposit \_\_\_\_\_ Warehouse handling \_\_\_\_\_  
Pick-up/delivery for storage \_\_\_\_\_  
Estimated cost for the move out of storage \_\_\_\_\_

TOTAL ESTIMATED COST

1990.45

PAYMENT: Upon delivery payment is due in FULL.

NO CREDIT WILL BE EXTENDED WITHOUT MANAGEMENT APPROVAL.

Scheduled Moving Dates: Packing \_\_\_\_\_ Loading \_\_\_\_\_ Unloading \_\_\_\_\_ Unpacking \_\_\_\_\_

Customer's Confirmation Signature \_\_\_\_\_ Today's date \_\_\_\_\_

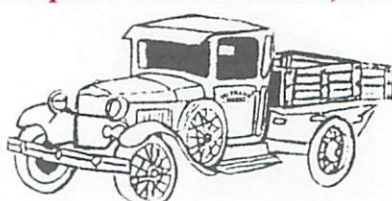
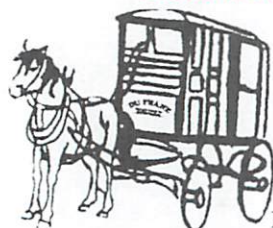
	CONTAINERS			PACKING			UNPACKING		
	Quantity	Rate	Charges	Quantity	Rate	Charges	Quantity	Rate	Charges
Dishpack	2	8.50	17-	2	25.80	51.60	2	14.50	29-
1.5 cu. ft.									
3.1 cu. ft.	14	2.95	41.30	14	11.15	156.10	14	6.70	93.80
4.5 cu. ft.	1	3.50	3.50	1	13.10	13.10	1	6.80	6.80
6.1 cu. ft.									
Wardrobe (purchase)									
Wardrobe (rental)	1	6.00	6.00	1	7.85	7.85	1	8.15	8.15
T.V. Microwave									
Mattress: Crib									
3/3 Twin									
4/6 Full									
5/6 Queen/King	2	11	22-						
6/6 Split									
Mirror Pack	1	10	10	1	19.95	19.95	1	13.30	13.30
TV Crate Rental	1	35	35						
Other									
Speed Pac	1	7	7-						
		Total Charges	141.80		Total Charges	248.60		Total Charges	151.05

Shipper or owner acknowledges that only those items listed on the table of measurement are intended to be moved and that the estimated cost of services is based upon such items. Rates quoted reflect the cash discount for regular weekday service unless otherwise noted.

REMARKS: \_\_\_\_\_

Estimated by \_\_\_\_\_ Date \_\_\_\_\_

**Generations Of Experience...Courteous, Old Fashioned Service...For Less!**



N5603 Cty Rd D • Fond du Lac, WI 54937 • 920-923-7920 • 1-800-425-6683  
Beaver Dam 920-885-3873 • Cedarburg 262-228-7827 • Fond du Lac 920-923-7920 • Fox Cities 920-738-0977 • Green Lake 920-294-3609 • Hartford 262-457-9000  
Hartland 262-563-2108 • Hortonville/Greenville 920-710-1376 • Germantown 262-238-3024 • Manitowoc 920-686-9073 • Menomonee Falls 262-293-4094  
Mequon/Thiensville 262-238-3023 • New Holstein 920-827-4821 • Oconomowoc 262-244-5025 • Oshkosh 920-231-4477 • Pewaukee 262-737-5555  
Plymouth 920-892-4599 • Ripon 920-294-3609 • Sheboygan/Sheboygan Falls 920-458-9511 • Waupun 920-345-2880 • West Bend/Jackson 262-338-9405  
email: [moving@dufranemoving.com](mailto:moving@dufranemoving.com) Website: [dufranemoving.com](http://dufranemoving.com) Fax: 920-923-7279

Please Check us out on Facebook (Du Frane Moving & Storage)



**VACANCY NOTICE**

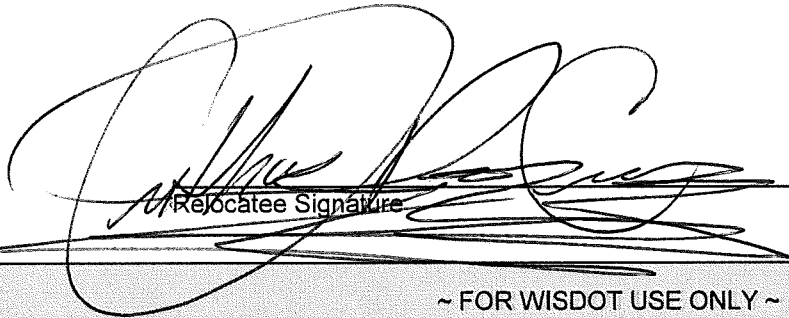
RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name Anthony Cruz		
Subject property address 2350 South Avenue, Unit 109, La Crosse, WI 54601		
Subject site dwelling/structure type Apartment Complex	Choose one <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
New address  1051 Denton St., Apt #3 La Crosse, WI 54601	New phone number	
	Email	
Gas company	Electric company Excel Energy	Other utility companies

I have vacated the subject property, removed all personal property, and notified the utility companies to change the service to WisDOT.

Remarks:

  
Relocatee Signature07/02/2020  
Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated

July 2, 2020

Date of physical inspection

July 2, 2020

Keys received

☒ Yes ☐ No

All personal property has been removed to the satisfaction of WisDOT.

Remarks:

Received a call from Steve Ham, Property Manager on Thursday, July 2, 2020 who informed that the unit was vacant and all the personal property had been removed and keys were left on the counter as directed.

  
Real Estate SpecialistJuly 2, 2020  
Date

Q J 7 7 0 0 6 8

Project ID  
1641-02-22County  
La CrosseParcel No.  
31-109

April 17<sup>th</sup>, 2020

I am writing you this notice to inform you I will be vacating from my current apartment at 2350 South Avenue Apt 109, La Crosse, WI. I am vacating my apartment due to the future razing of the building by the Wisconsin Department of Transportation. I will be vacating 30 days from the date of this correspondence. Please contact me with any questions.

Thank you.

Sincerely,

  
Anthony Cruz





**CITY OF LA CROSSE  
ENGINEERING DEPARTMENT  
400 LA CROSSE ST  
LA CROSSE, WI 54601-3396  
PHONE: 608-789-7505  
FAX: 608-789-8184**

November 25, 2020

Project: 1641-02-22

Parcel: 31-233

County: La Crosse

RE: Tenant Residential Housing Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-233 are enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-233	RHP-Owner	Nicolas and Elizabeth Shadowick	\$18,240

RHP-Owner (\$18,240): Mr. & Mrs. Shadowick's have elected to use the full amount of the Residential Housing Payment for down payment assistance on the purchase of a new home. Therefore, they are eligible to receive a maximum payment of \$18,240. A copy of the approved Replacement Housing Payment Computation, accepted offer to purchase, Decent, Safe, and Sanitary inspection are enclosed for claim support. The closing on the replacement home which is located at 29 Ash St NE, New London, MN 56276 is scheduled for December 15, 2020 at the title company; Quality Title of Willmar, Inc.

Please contact me at 715/421-9049 if you have any questions.

Thank you

*Maria "Izzy" Krueger*

Maria "Izzy" Krueger  
WisDOT Statewide Relocation Specialist

Enclosures

# RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) <b>Elizabeth &amp; Nicolas Shadowick</b>	Date Claim Submitted to WisDOT <b>11/12/2020</b>
Replacement Property Address <b>29 Ash Street NE, New London, MN 56273</b>	Relocation Agent Name <b>Maria Krueger</b>
Subject Property Address <b>2350 South Avenue, Apt. 233, La Crosse, WI</b>	Actual Vacate Date from Subject <b>September 14, 2020</b>

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- ☒ Residential relocation      ☐ Owner occupant (subject)      ☒ Replacement - Purchase      ☐ Move Only - no displaced persons  
☐ Nonresidential relocation      ☒ Tenant occupant (subject)      ☐ Replacement - Rental  
☐ Outdoor advertising sign relocation      ☐ Landlord (subject)

## AGREEMENT

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

(a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;

(b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

## CERTIFICATION

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

<u>x Betrus</u>	<u>11-10-20</u>	<u>x MWS</u>	<u>11-10-20</u>
Claimant Signature	Date	Claimant Signature	Date
<u>Elizabeth Shadowick</u>		<u>Nicolas Shadowick</u>	
Print Name		Print Name	

## WisDOT Use Only

Appropriate supporting documentation included:

Agent indicate items attached:

BTS returned for additional explanation/documentation, date: \_\_\_\_\_

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<u>x Maria Krueger</u>	<u>11/25/2020</u>	<u>x Tracey Johnsrud</u>	<u>11/25/2020</u>
Relocation Agent Signature	Date	BTS Relocation Facilitator Signature	Date
<u>Maria Krueger</u>		<u>Tracey Johnsrud</u>	
Print Name		Print Name	
	Project ID <u>1641-02-22</u>	County <u>La Crosse</u>	Parcel No. <u>31-233</u>



Items Claimed	Reference	Amount Claimed	Amount Approved
<b>Residential</b>			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$ 18,240	\$ 18,240.00
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
<b>Non-Residential</b>			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat..32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
<b>Move Only Payment – No displaced persons</b>			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
<b>TOTAL</b>		<b>\$ 18,240</b>	<b>\$ 18,240.00</b>

# REPLACEMENT HOUSING PAYMENT – TENANT

Computation Form  
RE1948 09/2018

Wisconsin Department of Transportation

☒ Tenant – Occupant

☐ 90 Day – Owner Occupant

☐ <90 Day – Owner Occupant

## Subject Property

Name; Nicolas and Elizabeth Anderson

Number of Occupants:02

Address: 2350 South Avenue, Apartment 233, La Crosse, WI

Apartment Number: 233

Habitable Area Required: 850

Subject Prop.-Unit Type-SF, Duplex, etc.: Apartment Complex

Approximate Age: 15+/-

State of Repair: Average

Approximate Habitable Area: 850

Type of Construction: Concrete Block/Wood Frame

DSS: Yes

Type of Neighborhood: Urban

Number of Rooms: 3

Utilities Available: Gas/Water/Sewer/Electric

Furnished/Unfurnished: Unfurnished

Number of Bedrooms: 1

## Section A – Available Comparable Housing – Computations are made using Comparable Property A listed below

Comparab le Property	Habitable Area – Sq Ft	Address or Location	Actual Rent	Est. Avg. Utilities	Monthly Rent
A	950+/-	1935 Miller Street, La Crosse	\$885	+ \$100	= \$985
B	950+/-	1935 Miller Street, La Crosse	\$885	+ \$100	= \$985
C	900+/-	5500 Mormon Coulee Road, Unit 1, La Crosse	\$835	+ \$110	= \$945

## Section B – Replacement Housing Payment Calculation

- New Monthly Rent (from Section A) \$985 per month X 48 months = \$47,280
- Less Base Monthly Rent (Complete all applicable items. If not applicable, specify N/A)
  - Actual Rent Paid (Average of last 3 months) \$540  
Utilities (Average of last 12 months) + \$65  
= \$605
  - OR
  - Economic Rent \$-0-  
Utilities (Average of last 12 months) + \$-0-  
= \$-0-
  - Thirty (30) percent of Gross Monthly Income (See note.) \$-0-
  - Amounts designated for Shelter & Utilities by Public Agency \$-0-
- Base Monthly Rent – Lesser of (a) OR (b, c, or d) \$605 per month x 48 months) = \$29,040
- Equals Indicated Rental Housing Payment (New Monthly Rent minus Base Monthly Rent) \$18,240

Note: Thirty (30) percent of the displaced person's average monthly gross household income, if the household income is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 programs

## Rental Replacement Payment

The rental replacement housing payment shall be made in two installments.

Amount of first installment

\$8,000

Amount of second installment

\$10,240

## Attachments

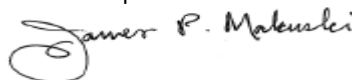
\* Residential Comparison Chart

\* Documentation of comparable properties from source of information

## Relocation Specialist Statement of Certification – I certify that:

- The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
- I understand that the determination may be used in connection with a Federal Aid Project;
- I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit from this payment.

## APPROVAL RECOMMENDED:

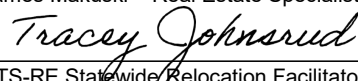


James Makuski – Real Estate Specialist/Advanced

02-10-2020

Date

## COMPUTATION APPROVED BY:



BTS-RE Statewide Relocation Facilitator

2/17/2020

Date

Project ID:1641-02-22	Project: La Crosse	County: La Crosse	Parcel: 31-233
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## ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

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1. Date October 12th, 2020  
2. Page 1

3. Addendum to Purchase Agreement between parties, dated October 11th 2020  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. 29 Ash Street NE New London MN 56273

6. ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7. This Counteroffer Addendum is valid only upon signature and delivery of the Purchase Agreement.

8. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain  
9. the same, as stated in the Purchase Agreement, except the following:

10. *(Select appropriate changes from original offer.)*

11. ☒ Purchase price (and corresponding FHA ESCAPE CLAUSE sale price, if applicable) shall be  
12. \$ 155,000.00

13. ☐ Earnest money shall be a total of \$ \_\_\_\_\_.

14. ☐ Cash of \_\_\_\_\_ percent (%) of the sale price, which includes the earnest money.

15. ☐ Mortgage financing of \_\_\_\_\_ percent (%) of the sale price.

16. ☐ Closing date shall be \_\_\_\_\_.

17. ☐ Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ \_\_\_\_\_.

18. ☐ Seller shall pay Buyer's closing costs, prepaids, insurance and \_\_\_\_\_

19. not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of the sale price.

20. ☐ **OTHER:** \_\_\_\_\_

21. \_\_\_\_\_

22. \_\_\_\_\_

23. \_\_\_\_\_

24. \_\_\_\_\_

25. \_\_\_\_\_

26. \_\_\_\_\_

27. Matthew Johanson 10/12/2020  
(Seller) (Date)  
10/12/2020 5:56:22 PM CDT

Nicolas Shadowick 10/12/2020  
(Buyer) (Date)  
10/12/2020 9:31:57 AM CDT

28. Brittany Johanson 10/12/2020  
(Buyer) (Date)  
10/12/2020 8:56:51 PM CDT

Elizabeth Shadowick 10/12/2020  
(Buyer) (Date)  
10/12/2020 9:30:58 AM CDT

29. **FINAL ACCEPTANCE DATE:** 10/12/2020 The Final Acceptance Date  
30. is the date on which the fully executed Purchase Agreement is delivered.

31. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

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



## PURCHASE AGREEMENT

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1. Date October 11th 2020

2. Page 1

3. BUYER (S): Nicolas Shadowick

4. Elizabeth Shadowick

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. Five Hundred

Dollars (\$ 500.00 )

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

10. Street Address: 29 Ash Street NE

11. City of New London, County of Kandiyohi

12. State of Minnesota, Zip Code 56273

13. 2 EXC THE S 73' THEREOF

14. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems, in-ground pet containment systems (excluding collars); sheds; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

15. Notwithstanding the foregoing, leased fixtures are not included.

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

17. **PURCHASE PRICE:**

18. Seller has agreed to sell the Property to Buyer for the sum of (\$ 150,000.00 )

19. One Hundred Fifty Thousand

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

21. 1. 10 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

22. 2. 90 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

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

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

25. **CLOSING DATE:**

26. The date of closing shall be On or before Dec, 15

## PURCHASE AGREEMENT

49. Page 2 Date October 11th 2020

50. Property located at 29 Ash Street NE New London MN 56273

51. **MORTGAGE FINANCING:**

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

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

55. Such mortgage financing shall be: (Check one.)

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

57. Financing ☐ **DOES** ☒ **DOES NOT** include a grant, bond program, or other loan assistance program. If "**DOES**,"  
58. please specify: \_\_\_\_\_

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

60. ☒ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

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

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

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

64. ☐ **OTHER** \_\_\_\_\_

65. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than  
66. 30 years, with an initial interest rate at no more than market percent (%) per annum. The mortgage  
67. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to  
68. use best efforts to secure a commitment for such financing and to execute all documents required to consummate  
69. said financing.

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

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

75. ☒ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**  
(Check one.)

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

78. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
79. or before \_\_\_\_\_

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

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

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

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

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

# PURCHASE AGREEMENT

91. Page 3 Date October 11th 2020

92. Property located at 29 Ash Street NE New London MN 56273

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

99. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement  
 100. canceled if the reason this Purchase Agreement does not close was due to:  
 101. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
 102. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
 103. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except  
 104. as specified in the contingency for sale and closing of Buyer's property.

105. If the Written Statement is not provided by the date specified on line 79, Seller may, at Seller's option, declare this  
 106. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
 107. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
 108. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
 109. directing all earnest money paid here to be refunded to Buyer.

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

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

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

118. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ 0.00 to make  
 119. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the  
 120. cost of making said repairs shall exceed this amount, Seller shall have the following options:  
 121. (a) making the necessary repairs; or  
 122. (b) negotiating the cost of making said repairs with Buyer; or  
 123. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
 124. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
 125. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow  
 126. amounts related thereto above the amount specified on line 118 of this Purchase Agreement.

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

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

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

# PURCHASE AGREEMENT

138. Page 4 Date October 11th 2020

139. Property located at 29 Ash Street NE New London MN 56273

140. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

141. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_.

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

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

145. \_\_\_\_\_ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**  
(Check one.)

146. \_\_\_\_\_ paid by Seller

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

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

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

156. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

157. \_\_\_\_\_

158. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

159. 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.) -----

160. ☐ \$ \_\_\_\_\_

161. ☐ \_\_\_\_\_ percent (%) of the sale price

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

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

169. **INSPECTIONS:**

170. Buyer has been made aware of the availability of Property inspections. Buyer ☒ **ELECTS** ☐ **DECLINES** to have a  
171. Property inspection performed at Buyer's expense. (Check one.)

172. This Purchase Agreement ☒ **IS** ☐ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to  
----- (Check one.) -----

173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase  
174. Agreement.

175. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**  
176. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"  
177. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or  
178. otherwise damages the Property.

179. Seller ☐ **DOES** ☒ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).  
----- (Check one.) -----

180. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's  
181. intrusive testing at Buyer's sole expense.

## PURCHASE AGREEMENT

182. Page 5    Date October    11th 2020

183. Property located at 29    Ash Street NE    New London    MN    56273

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

185. Within 12 Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,  
186. shall be done ("Inspection Period").

187. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the  
188. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's  
189. intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and  
190. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
191. earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end  
192. of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement  
193. shall be in full force and effect.

194. **OTHER INSPECTION ITEMS:**

Radon test with the home inspection.

195.

196.

197.

### **SALE OF BUYER'S PROPERTY:**

198.  
199. (Check one.)

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

202. OR

203. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
204. \_\_\_\_\_, which is scheduled to close on

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

211. OR

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

### **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

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

217. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ \_\_\_\_\_ /12ths OF real estate taxes  
218. due and payable in the year of closing. (Check one.)

219. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ \_\_\_\_\_ /12ths OF real estate taxes due and  
220. payable in the year of closing. (Check one.)

221. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller ☒ **SHALL** ☐ **SHALL NOT**  
222. pay the difference between the homestead and non-homestead. (Check one.)

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

# PURCHASE AGREEMENT

225. Page 6 Date October 11th 2020

226. Property located at 29 Ash Street NE New London MN 56273

## 227 DEFERRED TAXES/SPECIAL ASSESSMENTS:

228. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green  
(Check one.)

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

230. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY ON  
(Check one.)

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

233. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY on date of closing all other special assessments levied as  
(Check one.)  
234. of the Date of this Purchase Agreement.

235. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
(Check one.)  
236. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
237. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments  
238. or less, as required by Buyer's lender.)

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

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

## 251. ADDITIONAL PROVISIONS:

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

253. cancellation of a previously executed purchase agreement dated \_\_\_\_\_.

254. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_.

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

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

259. ☒ WARRANTY DEED ☐ PERSONAL REPRESENTATIVE'S DEED ☐ CONTRACT FOR DEED ☐ TRUSTEE'S DEED

260. ☐ OTHER: \_\_\_\_\_ DEED joined in by spouse, if any, conveying marketable title, subject to

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

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

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

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

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

266. \_\_\_\_\_; and

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

268. \_\_\_\_\_



# PURCHASE AGREEMENT

269. Page 7 Date October 11th 2020

270. Property located at 29 Ash Street NE New London MN 56273

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

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

273. ☐ **OTHER:** \_\_\_\_\_

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

276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service  
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")  
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase  
279. Agreement.

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

283. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:

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

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

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

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

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

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

310. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller  
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
313. such notices received by Seller shall be provided to Buyer immediately.

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

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

# PURCHASE AGREEMENT

319. Page 8 Date October 11th 2020

320. Property located at 29 Ash Street NE New London MN 56273

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

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

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

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

333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.

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

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

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

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

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

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

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

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

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

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

367. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**  
368. **AND ITS CONTENTS.**

## PURCHASE AGREEMENT

401. Page 10 Date October 11th 2020

402. Property located at 29 Ash Street NE New London MN 56273

403. **DUAL AGENCY REPRESENTATION**

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

405. ☒ Dual Agency representation ***DOES NOT*** apply in this transaction. *Do not complete lines 406-422.*

406. ☐ Dual Agency representation ***DOES*** apply in this transaction. *Complete the disclosure in lines 407-422.*

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

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

415. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
416. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
417. the sale.

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

420. Seller \_\_\_\_\_

Buyer \_\_\_\_\_

421. Seller \_\_\_\_\_

Buyer \_\_\_\_\_

422. Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

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

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

## PURCHASE AGREEMENT

442. Page 11 Date October 11th 2020

443. Property located at 29 Ash Street NE New London MN 56273

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

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

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

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

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

458. **OTHER:**  
459. Purchase agreement is contingent on the buyers receiving and previewing the property  
disclosers.

460. Seller to respond to the offer no later than 5pm October 12th.

461.

462.

463.

464.

465.

466.

467.

468.

469.

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

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

472. ☐ Addendum to Purchase Agreement

473. ☐ Addendum to Purchase Agreement: Assumption Financing

474. ☐ Addendum to Purchase Agreement: Buyer Move-In Agreement

475. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

476. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community  
477. ("CIC")

478. ☐ Addendum to Purchase Agreement: Contract for Deed Financing

479. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint  
480. Hazards

481. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

482. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement

483. ☐ Addendum to Purchase Agreement: Short Sale Contingency

484. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

# PURCHASE AGREEMENT

485. Page 12 Date October 11th 2020

486. Property located at 29 Ash Street NE New London MN 56273

487. I agree to sell the Property for the price and on the  
488. terms and conditions set forth above.  
489. **I have reviewed all pages of this Purchase**  
490. **Agreement.**

I agree to purchase the Property for the price and on  
the terms and conditions set forth above.  
**I have reviewed all pages of this Purchase**  
**Agreement.**

491. ☒ If checked, this Purchase Agreement is subject to  
492. attached **Addendum to Purchase Agreement:**  
493. **Counteroffer** and the Final Acceptance Date shall be  
494. **noted on the Addendum.**

495. **FIRPTA:** Seller represents and warrants, under penalty  
496. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a  
----- (Check one.) -----  
497. non-resident alien individual, foreign corporation, foreign  
498. partnership, foreign trust, or foreign estate for purposes of  
499. income taxation. (See lines 428-441.) This representation  
500. and warranty shall survive the closing of the transaction  
501. and the delivery of the deed.

502. X Matthew Johanson 10/12/2020  
(Seller's Signature) (Date)

X Nicolas Shadowick 10/11/2020  
(Buyer's Signature) (Date)

503. X Matthew Johanson  
(Seller's Printed Name)

X Nicolas Shadowick  
(Buyer's Printed Name)

504. X Brittany Johanson 10/12/2020  
(Seller's Signature) (Date)

X Elizabeth Shadowick 10/11/2020  
(Buyer's Signature) (Date)

505. X Brittany Johanson  
(Seller's Printed Name)

X Elizabeth Shadowick  
(Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** 10/12/2020 The Final Acceptance Date  
507. is the date on which the fully executed Purchase Agreement is delivered.

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

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

513. SELLER(S) Matthew Johanson  
10/12/2020 5:56:36 PM CDT

BUYER(S) Nicolas Shadowick  
10/11/2020 1:14:25 PM CDT

514. SELLER(S) Brittany Johanson  
10/12/2020 8:57:18 PM CDT

BUYER(S) Elizabeth Shadowick  
10/11/2020 1:09:01 PM CDT

MN:PA-12 (8/20)



# DECENT, SAFE AND SANITARY INSPECTION CERTIFICATION

RE1950 09/2018

Wisconsin Department of Transportation

Owner/Tenant Nicolas and Elizabeth Anderson		Replacement Property Address 89 Ash Street, New London MN	
Asking Price 150,000		Selling Price \$ 155,000	
TYPE OF REPLACEMENT		NUMBER OF OCCUPANTS	
Single Family Residence	Apartment	No. Male Adults 1	No. Female Adults 1
Duplex	Mobile Home	No. Male Children 0	No. Female Children 0
Room	Other	Total Number of Occupants 2	
Dwelling (Brick, Frame, etc.)	Condition	Rooms Needed for Occupants 3	
Approx. Age yr built, 1988	Type of Neighborhood	D.S.S. Area Required 850 sf	
LIVING AREA AND ROOM COUNT			
Living Room 14x18 SF	Bdrm. No. 1 10x16 SF		
Dining Room 12x15 SF	Bdrm. No. 2 12x15 SF		
Family Room SF	Bdrm. No. 3 10x11 SF		
Kitchen 12x15 SF	Bdrm. No. 4 SF		
Other SF	Habitable Area SF		

## PHYSICAL STANDARDS – Based on Visual Inspection

Yes	No	<b>1. Structure</b>	Yes	No	<b>5. Kitchen</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation, exterior walls, and roof structurally sound, reasonably weather-tight, rodent proof and in good state of maintenance & repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	For exclusive use of household.
<input type="checkbox"/>	<input type="checkbox"/>	Interior and exterior stairs and porches are adequate, safe and in good state of repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sink connected to hot and cold running water.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior walls, ceilings and floors in good state of repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Space for stove and refrigerator with necessary service hookups.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dwelling has adequate number of unobstructed means of egress.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If provided, stove and refrigerator in good working order.
		<b>2. Heating</b>			<b>6. Bath</b>
		<input type="checkbox"/> Space <input checked="" type="checkbox"/> Central	<input checked="" type="checkbox"/>	<input type="checkbox"/>	For exclusive use of household and offers user privacy.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is adequate, safe and in good working order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lavatory, tub or shower connected to hot and cold running water.
		<b>3. Electrical</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adequate ventilation (operable window or exhaust fan).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electric service is adequate, safe and in good state of repair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Access is not through a sleeping room.
		<b>4. Plumbing</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>7. Light and Ventilation</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has continuing and adequate supply of drinkable water.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All habitable rooms have adequate light and ventilation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fixtures in good state of repair and maintenance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows in good state of repair and maintenance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewage system is adequate and in good working order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>8. Premises</b>
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Free from adverse environmental effects and conditions constituting a fire, health or safety hazard.

MOBILE HOME DATA			
Manufacturer & Model Year	Size:	Length X Width =	Sq. Ft. D.S.S. Area Required for Occupants
		Habitable Area =	Sq. Ft.
SLEEPING ROOM DATA			
Yes	No	Habitable Floor Space	D.S.S. Area Required for Occupants
<input type="checkbox"/>	<input type="checkbox"/>	Has lockable door, if bathroom facilities are separate.	

ATTACH PHOTOGRAPH TO FORM and/or ATTACH SKETCH OF FLOOR PLAN TO REVERSE

Comments: This dwelling does not meet the requirements for decent, safe and sanitary housing in accordance with existing standards.			
By (Provide Signature: Do Not Print) Chris Spertel		Company/Title Spertel Home Insp	
		Date 10/19/20	
Project ID 1641-02-22	Project City of La Crosse-South Ave	County La Crosse	Parcel 31-233

JoAnne Marquardt

320-212-6468

Find a Home My Searches Favorites Messages My Agent

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1 of 1

Help

## 29 Ash Street NE

New London MN 56273-8553  
MLS#: 5671824

\$150,000 **New Listing**

Active

Bedrooms **2**  
Year Built **1988**  
Garage **1**

Bath **1**  
Total Fin SqFt **1,449**  
**For Sale**

Map View Live Mortgage Payments Find Down Payment Help



An Offer Has Been Accepted Contingent Upon: **Inspection**

Charming 2 Bedroom 1 Bath Home On A Large Corner Lot Close To Downtown New London. This Home Features An Open Floor Plan, All Main Floor Living (1 Bedroom, Bath & Laundry), With A Large Bedroom and Office/Nursery Upstairs. Unfinished Basement For Storage, Fully Fenced Backyard with Detached Garage & Storage Shed. Located Right Across From The City Park & Within Walking Distance of All Downtown Has To Offer. A Great Place To Call Home!

### About 29 Ash, NLON - New London, MN 56273

Directions: **From hwy 23 turn onto hwy 9 (Main St) to New London. Take a right at Skindeliens gas station. Take Right onto Ash St. Property on you right- watch for sign. Corner lot**

### General Description

List Price	\$150,000
Original List Price	\$150,000
Status	Active
Style	(SF) Single Family
Stories/Levels	1.5 Stories
Construction Status	Previously Owned
Above Ground Finished Square Footage	1449
Below Ground Finished Square Footage	0
Total Finished Square Footage	1449
Foundation Size	1086
Acres	0.304
Lot Dimensions	13777
Legal Description	NEW LONDON (TOWN OF) LOTS 1 & 2 EXC THE S 73' THEREOF
County	Kandiyohi
Postal City	New London
School District	345 - New London-Spicer - <a href="#">320-354-2252</a>
Complex/Development/Subdivision Name	New London Town Of
AgentOwner	N
In Foreclosure?	No
Lender Owned	No
Potential Short Sale	No
Yearly/Seasonal	Yearly
DOM/PDOM/CDOM	DOM: 5/PDOM: 5/CDOM: 5



## Tax Information

Property ID	601000240
Tax Year	2020
Tax Amount	\$1,756
Assessment Balance	\$0
Tax With Assessments	\$1,756
Assessment Pending	No
Homestead	Yes

## Rooms

Living Room	Main, 14x18		
Dining Room	Main, 12x15		
Kitchen	Main, 12x15		
Bedroom 1	Main, 10x16		
Bedroom 2	Upper, 12x15		
Office	Main, 10x11		
Nursery	Upper, 15x13		
Bath - Total 1	Bath - Full 1		Bath - Three Quarters 0
Bath - Half 0	Bath - Quarter 0		

## Interior Features

Heating	Forced Air
Fuel	Natural Gas
Air Conditioning	Central
Water	City Water/Connected
Sewer	City Sewer/Connected
Number of Fireplaces	0
Basement	Partial, Crawl Space, Concrete Block
Accessible	No Stairs External

## Exterior Features

Garage Stalls	1
Garage Dimensions	22x14
Parking Characteristics	Detached Garage
Exterior	Vinyl
Zoning	Residential-Single

