

CHECK REQUEST Week of 1/14/2021

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
31-101	\$1,350	Carl Thompson 2670 South 7 th Apt 5 La Crosse, WI 54601	Move Payment
31-106A	\$1,560	Breana Xiong 914 Clinton St. La Crosse, WI 54603	Move Payment
31-111	\$6,144	Jason Lund 400 Buchner Place, Unit 217 La Crosse WI 54603	Residential Housing Payment
31-111	\$1,140	Jason Lund 400 Buchner Place, Unit 217 La Crosse WI 54603	Move Payment
31-233	\$2,231	Nicolas and Elizabeth Shadowick 29 Ash Street NE New London, MN 56273	Incidental Expenses-Closing Costs
Total	\$12,425		

Submitted by Maria Krueger Date 1/14/2021



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

January 12, 2020

Project: 1641-02-22
Parcel: 31-101
County: La Crosse
RE: Tenant Move Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-101 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-101	Moving Expenses Fixed Payment, Room Schedule	Carl Thompson	\$1,350.00

Mr. Thompson 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. Mr. Thompson vacated the subject on December 31, 2020, a vacancy inspection has been completed by Steve Ham, Property Manager. Supporting documentation for the 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, two-bedrooms, kitchen, bathroom, and two armories that contain personal property, for a total of five rooms.

Total Room Count= 5

Fixed Move Calculation = \$1,350

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
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	\$ 1,350	\$1,350.00
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)	\$	\$
Non-Residential			
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)	\$	\$
Move Only Payment – No displaced persons			
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		\$ 1,350	\$1,350.00

VACANCY NOTICE

RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name
Carl ThompsonSubject property address
2350 South Avenue Unit 101, La Crosse, WI 54601Subject site dwelling/structure type
Apartment Complex

Choose one

☐ Owner☒ TenantNew address
2670 57th APP 5
La Crosse WI 54601

New phone number

Email

Gas company

Electric company

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:

Carl Thompson

Relocatee Signature

1-6-21

Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated

12/31/2020

Date of physical inspection

12/31/2020

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 Thursday, December 31, 2020 and informed me that the unit has been cleared of all personal items. On January 6, 2021 I met with Carl, received keys and took pictures of vacant unit.

Maria Krueger

Real Estate Specialist

12/31/2020

Date



Q J 7 7 0 0 6 8

Project ID
1641-02-22County
La CrosseParcel No.
31-101





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

January 12, 2020

Project: 1641-02-22
Parcel: 31-106A
County: La Crosse
RE: Tenant Move Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-106A is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-106A	Moving Expenses Fixed Payment, Room Schedule	Breana Xiong	\$1,560.00

Ms. Xiong chose to do a fixed move payment for her, and her family's 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. Xiong and her family vacated the subject on December 21, 2020 and on December 22, 2020 I completed a vacancy inspection. Supporting documentation for the 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
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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 is a one-bedroom unit, utilized by 3 individuals - two bedrooms (bedroom and living), kitchen, bathroom, 1 closet that contains personal property, two armoires, for a total of six rooms.

Total Room Count= 6

Fixed Move Calculation = \$1,560

RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) Breana Xiong	Date Claim Submitted to WisDOT 12/21/20
Replacement Property Address 914 Clinton St. La Crosse, WI, 54603	Relocation Agent Name x Maria Krueger
Subject Property Address 2350 South Ave, La Crosse WI 54602	Actual Vacate Date from Subject 12/20/20

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

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.

x <i>Breana Ly Xiong</i>	12/21/2020	x	
Claimant Signature	Date	Claimant Signature	Date
x Breana Ly Xiong			
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 <i>Maria Krueger</i>	1/11/2020	x <i>Tracey Johnsrud</i>	1/13/2021
Relocation Agent Signature	Date	BTS Relocation Facilitator Signature	Date
Maria Krueger		Tracey Johnsrud	
Print Name		Print Name	

Project ID: 1641-41-02-22

County: La Crosse

Parcel No.: 31 - 106A

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
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	\$ 1,560	\$ 1,560.00
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)(5)(c) & 24.402(b)(5)(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(a)	\$	\$
Non-Residential			
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	\$	\$
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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)	\$	\$
Move Only Payment – No displaced persons			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52; Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.54	\$	\$
TOTAL		\$ 1,560	\$ 1,560.00

VACANCY NOTICE

RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name Breana Xiong		
Subject property address 2350 South Avenue, La Crosse WI 54602		
Subject site dwelling/structure type Apartment Building <u>House</u>	Choose one Owner Tenant <u>Breana Xiong</u>	
New address <u>914 Clinton St. La Crosse</u> <u>WI, 54603</u>	New phone number <u>(920) 889-2079</u>	
	Email <u>BLXiong70@gmail.com</u>	
Gas company	Electric company <u>EXCEL Energy</u>	Other utility companies <u>City of La Crosse Water/Sewer/Storm</u>

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

Remarks:

Breana Xiong 12-09-20
Relocatee Signature Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated <u>12/21/2020</u>	
Date of physical inspection <u>12/22/2020</u>	Keys received <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Remarks:

On Tuesday, December 22, 2020 I did an inspection, the unit has been cleared of all personal items and the keys have been returned.

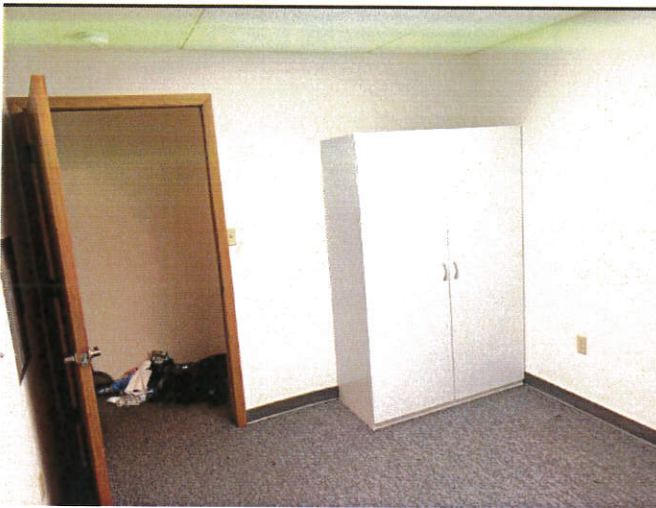
Maria Krueger 12/22/2020
Real Estate Specialist Date

Project ID: 1641-02-22

County: La Crosse

Parcel No.: 31-106A







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

December 22, 2020

Project: 1641-02-22

Parcel: 31-111

County: La Crosse

RE: Tenant Residential Housing Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-111 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-111	RHP-Tenant Tenant	Jason Lund	\$6,144

On December 9, 2020 Jason Lund signed a lease for replacement housing located at 400 Buchner Place, Unit 217, La Crosse, WI 54603, which is enclosed for support of the claim. Due to the Covid-19, I am prohibited from traveling so the Decent, Safe, and Sanitary inspection was made by Patrick McGuire, Owner. The DSS form was filled out by Patrick McGuire which is enclosed for claim support.

The monthly rent for the replacement site is \$560 (additional \$10/month for pet) plus \$100 for heat and electricity, for a total of \$660 base monthly rent. This will be a one-time payment for Mr. Lund's supplemental rent differential.

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) Jason Lund	Date Claim Submitted to WisDOT 12/04/2020
Replacement Property Address 400 Buchner Pl, Apt 217, La Crosse WI 54601	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Apt. 217, La Crosse, WI 54601	Actual Vacate Date from Subject

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)


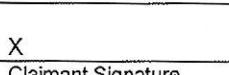
AGREEMENT

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.

X  Claimant Signature	12/04/2020 Date	X  Claimant Signature	 Date
Jason Reed Lund Print Name		 Print Name	


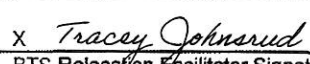
WisDOT Use Only

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  Relocation Agent Signature	12/18/2020 Date	X  BTS Relocation Facilitator Signature	1/13/2021 Date
Maria Krueger Print Name		Tracey Johnsrud Print Name	
Project ID 1641-02-22	County La Crosse	Parcel No. 31-111	

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
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)	\$	\$
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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)	\$ 6,144	\$ 6,144.00
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)	\$	\$
Non-Residential			
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)	\$	\$
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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)	\$	\$
Move Only Payment – No displaced persons			
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		\$ 6,144	\$ 6,144.00

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: Jason Lund		Number of Occupants: 01	
Address: 2350 South Avenue, Apartment 111, La Crosse, WI		Apartment Number: 111	Habitable Area Required: 700
Subject Prop.-Unit Type-SF, Duplex, etc.: Apartment Complex	Approximate Age: 15+/-	State of Repair: Average	Approximate Habitable Area: 700
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

Comparable Property	Habitable Area – Sq Ft	Address or Location	Actual Rent	Est. Avg. Utilities	Monthly Rent
A	700+/-	4445 Morman Coulee Road, La Crosse	\$975	+ \$100-	= \$1,075
B	700+/-	4445 Morman Coulee Road, La Crosse	\$895	+ \$100	= \$995
C	700+/-	4445 Morman Coulee Road, La Crosse	\$760	+ \$100	= \$860

Section B – Replacement Housing Payment Calculation

- New Monthly Rent (from Section A) \$1,075 per month X 48 months = \$51,600
- Less Base Monthly Rent (Complete all applicable items. If not applicable, specify N/A)
 - Actual Rent Paid (Average of last 3 months) \$475
Utilities (Average of last 12 months) \$57
= \$532
 - 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) \$532 per month x 48 months = \$25,536
- Equals Indicated Rental Housing Payment (New Monthly Rent minus Base Monthly Rent) \$26,064

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	<u>\$8,000</u>
Amount of second installment	<u>\$18,064</u>

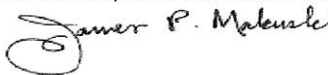
Attachments

- * 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

02-17-2020

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: 31-111
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RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether
2 one or more) on the following terms and conditions:

3 **TENANT:** (1 adults and _____ children)

4 Jason Lund

5 _____

6 _____

7 **PREMISES:** Building Address

8 400 Buchner Place

9 La Crosse, WI 54603

10 _____

11 Apartment/room/unit: 217

12 Other: _____

13 Included furnishings/appliances: refrigerator, range, oven

14 other (list or attach addendum): _____

15 _____

16 _____

17 **RENT:** Rent of \$ 550.00 for Premises and

18 \$ 10.00/ mo/ cat for other (specify Pet Fee)

19 is to be received no later than the 5th day of each month

20 and is payable at 333 Buchner Place Leasing Office

21 If rent is received after the 5th day of each month

22 the Tenant shall pay a late fee of \$ 25.00

23 Charges incurred by Landlord for Tenant's returned checks are

24 payable by Tenant. Landlord shall provide a receipt for cash

25 payments of rent. **All tenants, if more than one, are jointly and**

26 **severally liable for the full amount of any payments due**

27 **under this Agreement.** Acceptance of a delinquent payment

28 does not constitute a waiver of that default or any other default

29 under this Agreement. Other Landlord or Tenant obligations:

30 _____

31 _____

32 _____

33 _____

34 _____

35 _____

36 _____

LANDLORD: Masrud McGuire LLC.

Agent for Pat McGuire 608-785-2616

service of 333 Buchner Place #225 (phone)

process _____ (address)

La Crosse, WI 54603

(city, village, town) (state) (zip)

Agent for Aaron Woelfel 608-785-2616

maintenance, 930 Copeland Avenue #115 (phone)

management _____ (address)

La Crosse, WI 54603

(city, village, town) (state) (zip)

Agent for Kaleb Smith 608-519-9999

collection of rents 333 Buchner Place (phone)

_____ (address)

La Crosse, WI 54603

(city, village, town) (state) (zip)

TERM: (Strike either (a) or (b) enter complete date.)

(a) Month to month beginning on _____; or

(b) For a term of 12 months beginning on January 1st, 2021

and ending on December 27th, 2021

NOTE: An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

UTILITIES: Check if paid by:

	Landlord	Tenant
Electricity	_____	<input checked="" type="checkbox"/>
Gas	_____	<input checked="" type="checkbox"/>
Heat	_____	<input checked="" type="checkbox"/>
Air Conditioning	_____	<input checked="" type="checkbox"/>
Sewer/Water	<input checked="" type="checkbox"/>	_____
Hot Water	<input checked="" type="checkbox"/>	_____
Trash	<input checked="" type="checkbox"/>	_____
Other	_____	_____

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

59 NOTICE TO VACATE: ~~Lease for Term~~ No written notice is required to terminate a lease for term because the lease automatically ends on the
60 last day of the term. Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to
61 continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. **Month to Month Tenancy:** Written
62 notice must be received by the other party at least twenty-eight (28) days prior to the ending of a month to month tenancy. A month to month
63 tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of a
64 calendar month.

65 CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of
66 Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all
67 governmental orders, rules and regulations related to the Premises, including local housing codes.

68 CONDITION OF PREMISES: Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and
69 acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to
70 taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received
71 less normal wear and tear.

72 POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises
73 and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in
74 accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under
75 this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated,
76 surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed
77 to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when
78 Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or
79 renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and
80 apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency.
81 If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the
82 Premises abandoned unless rent has been paid for the full period of the absence.

83 ABANDONED PROPERTY: If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence
84 of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may
85 dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property
86 that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment,
87 which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will
88 give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail,
89 or certified mail to Tenant's last known address, prior to disposal.

90 USE OF PREMISES AND GUESTS: Tenant shall use the Premises for residential purposes only. Operating a business or providing child care
91 for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any
92 unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything
93 which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in
94 Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for
95 the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of Landlord which will not be
96 unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is
97 located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

98 NON-LIABILITY OF LANDLORD: Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which
99 Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or
100 interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or
101 damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/
102 or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or
103 damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

104 CRIMINAL ACTIVITY PROHIBITED: Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage
105 in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord
106 may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or
107 before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or
108 of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful
109 enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their
110 residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an
111 agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or
112 near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not
113 necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

114 DANGEROUS ITEMS AND ACTIVITIES PROHIBITED: Tenant, any member of Tenant's household, guest, or invitee shall not possess or use
115 on the property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation
116 devices, air, pellet or BB guns/ rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord,
117 create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

118 MAINTENANCE: Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those
119 portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's
120 control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord,
121 normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises,
122 commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance
123 of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written
124 approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises
125 they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

126 NO MODIFICATIONS TO PREMISES: Tenant may not make any modifications to the Premises without the prior written consent of Landlord.
127 Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling
128 of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not
129 apply to the hanging of photographs, paintings or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs
130 incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate
131 Tenant's tenancy for violating this provision.

132 EXTERMINATION COSTS: Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found
133 on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence,
134 failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

135 ENTRY BY LANDLORD: Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon
136 twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with
137 applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and
138 Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing
139 the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

140 BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should
141 Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant
142 to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with
143 such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the
144 rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the
145 Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, this lease
146 may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided
147 in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3).
148 These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has
149 all rights, and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

150 RESPONSIBILITY FOR UTILITIES: Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant
151 is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is
152 responsible for rent.

153 RENT: All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

154 REPAIRS: Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised
155 date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of
156 repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

157 CODE VIOLATIONS AND ADVERSE CONDITIONS: There are no code violations or other conditions affecting habitability of the Premises unless
158 indicated otherwise in writing.

159 RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property
160 and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant
161 may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

162 NOTICE OF DOMESTIC ABUSE PROTECTIONS:

163 1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or
164 should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to
165 domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest, (b) A person
166 who was the tenant's invited guest, but the tenant has done either of the following: (1) Sought an injunction barring the person from the premises,
167 (2) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not
168 subsequently invited the person to be the tenant's guest.

169 2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited
170 situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law
171 enforcement agency.

172 3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

173 DAMAGE BY CASUALTY: If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may
174 terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior
175 to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises
176 are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably possible.

177 CONTINUATION OF AGREEMENT: If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely
178 payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original
179 rental agreement unless other arrangements have been made in writing.

180 ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

181 MODIFICATIONS AND TERMINATION: This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties
182 may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

183 SEVERABILITY OF RENTAL AGREEMENT PROVISIONS: The provisions of this rental agreement are severable. If any provision of this rental
184 agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect
185 without the invalid provisions.

186 NON-WAIVER: Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be
187 considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from
188 Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

189 TIME IS OF THE ESSENCE: As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before;
190 vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law;
191 Time is of the essence means that a deadline must be strictly followed.

192 SPECIAL PROVISIONS: WHETHER THE LEASE IS EXPIRING OR NOT, TENANT MUST GIVE A WRITTEN 28-DAY
193 NOTICE PRIOR TO VACATING OR FORFEIT THE SECURITY DEPOSIT.
194 LEASEE'S DEPOSIT IS FORFEIT IF LEASE IS BROKEN.

195 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable,
196 for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.
197 **Pets and water beds are not permitted unless indicated otherwise in writing.**

198 NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

199 OWNER / AGENT OF OWNER Signature: Patricia M. Quinn 12-9-2020
200 Print Name: Patrick McGuire (date)

TENANT(S) Signature: Jason R. Land 12/6/2020
201 Print Name: Jason R. Land (date)
202 Signature: _____ (date)
Print Name: _____ (date)

203 Signature: _____ (date)
204 Print Name: _____ (date)

8/2/2016 - Drafted by Attorney Tristan R. Pettit of Petrie + Stocking S.C.

DECENT, SAFE AND SANITARY INSPECTION CERTIFICATION

RE1950 01/2019

Wisconsin Department of Transportation

Owner/Tenant Jason Lund		Replacement Property Address 400 Buchner Place #217	
Asking Price N/A		Selling Price N/A	
Monthly Rental Rate 560.00			
TYPE OF REPLACEMENT		NUMBER OF OCCUPANTS	
Single Family Residence	Apartment ✓	No. Male Adults 1	No. Female Adults —
Duplex	Mobile Home	No. Male Children —	No. Female Children —
Room	Other	Total Number of Occupants 1	
Dwelling (Brick, Frame, etc.)	Condition	Rooms Needed for Occupants 13	Kitchen 40 SF
Approx. Age 40	Type of Neighborhood Mix	D.S.S. Area Required 700 sf	Other Bathroom 30 SF
		Living Room 110 SF	
		Dining Room 32 SF	
		Family Room — SF	
		Bdrm. No. 1 99 SF	
		Bdrm. No. 2 0 SF	
		Bdrm. No. 3 0 SF	
		Bdrm. No. 4 0 SF	
		Habitable Area — SF	

PHYSICAL STANDARDS – Based on Visual Inspection

Yes	No	1. Structure	Yes	No	5. Kitchen
<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 checked="" 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.
		2. Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Bath
		<input checked="" type="checkbox"/> Space <input 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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adequate ventilation (operable window or exhaust fan).
		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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Light and Ventilation
		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"/>	8. Premises
					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.			

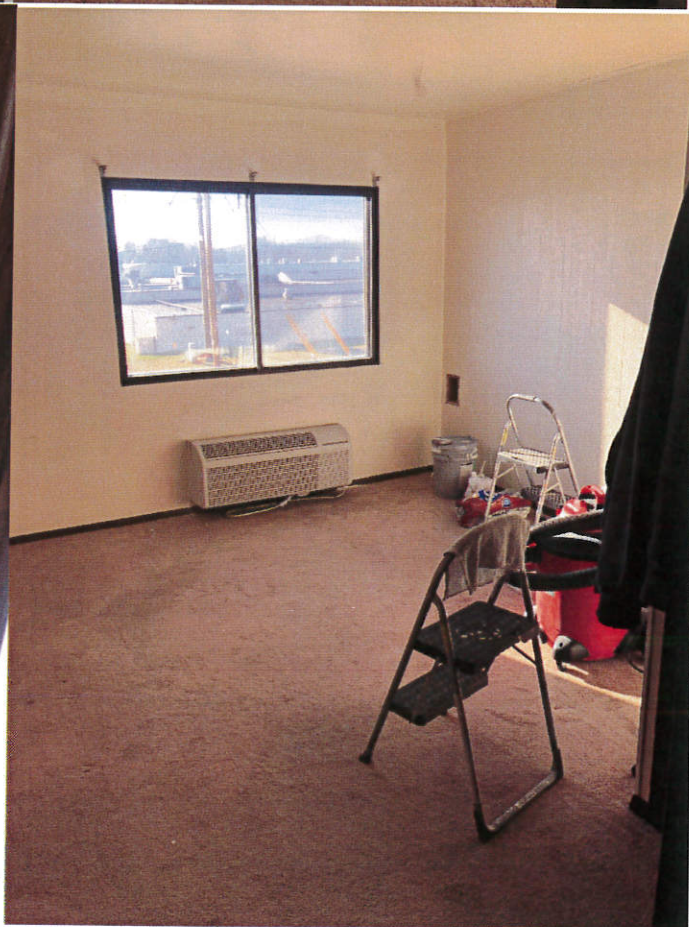
ATTACH PHOTOGRAPH TO FORM and/or ATTACH SKETCH OF FLOOR PLAN TO REVERSE

Comments:

This dwelling does / does not meet the requirements for decent, safe and sanitary housing in accordance with existing standards.

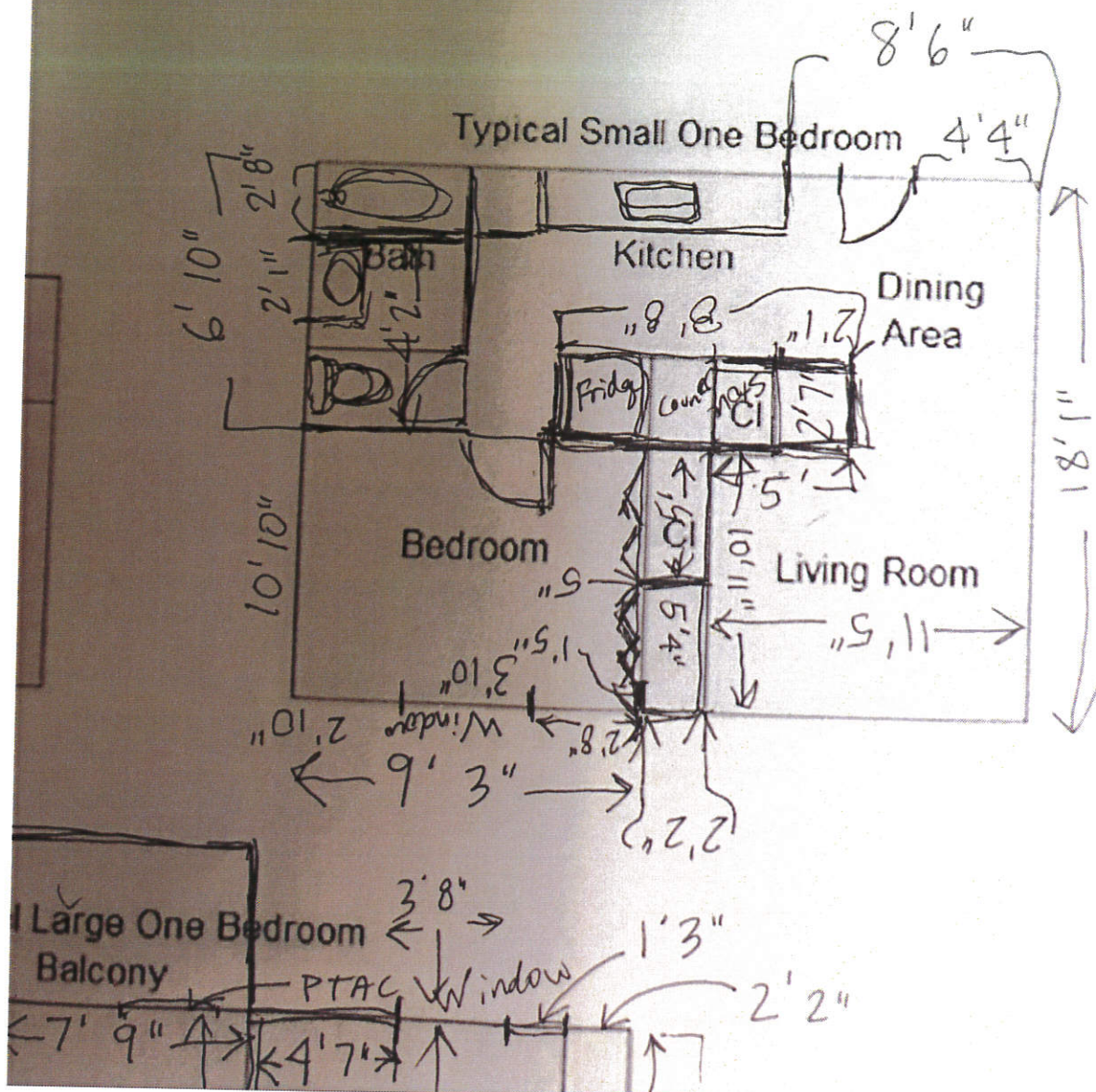
By (Provide Signature: Do Not Print)	Company/Title	Date
<i>Masrud McGuire</i>	Masrud McGuire LLC. DBA Grandview Apartments	12-9-2020

	Project ID 1641-02-22	Project C LA CROSSE, SOUTH AVENUE	County La Crosse	Parcel 31-111
Q J 7 9 3 1 1 9				



Stucco

110





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

January 12, 2021

Project: 1641-02-22
Parcel: 31-111
County: La Crosse
RE: Tenant Move Payment

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-111 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-111	Moving Expenses Fixed Payment, Room Schedule	Jason Lund	\$1,140.00

Jason Lund chose to do a fixed move payment for their personal property located at the subject. Payment was based on the fixed payment schedule as established by FHWA which is attach for supporting documentation. Jason vacated the subject on December 31, 2020, and on January 6, 2021, I completed a vacancy inspection. 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 living room, one bedroom, kitchen, bathroom, 1 closet and 1 armoire that contains personal property 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) Jason Lund	Date Claim Submitted to WisDOT 12/04/2020 01/06/2021
Replacement Property Address 400 Buchner Pl, Apt 217, La Crosse WI 54601	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Apt. 247, La Crosse, WI 54601	Actual Vacate Date from Subject 12/31/2020

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.

<input checked="" type="checkbox"/> <i>Jason R Lund</i> Claimant Signature	12/09/2020 Date	<input checked="" type="checkbox"/> Claimant Signature	 Date
<i>Jason Renee Lund</i> 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.

<input checked="" type="checkbox"/> <i>Maria Krueger</i> Relocation Agent Signature	1/12/2021 Date	<input checked="" type="checkbox"/> <i>Tracey Johnsrud</i> BTS Relocation Facilitator Signature	1/13/2021 Date
<i>Maria Krueger</i> Print Name		<i>Tracey Johnsrud</i> Print Name	

Project ID
1641-02-22County
La CrosseParcel No.
31-111

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
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	\$ 1140	\$ 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)	\$	\$
Non-Residential			
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)	\$	\$
Move Only Payment – No displaced persons			
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		\$ 1140	\$ 1,140.00

VACANCY NOTICE

RE1783 04/2015 Ch. 32.19 Wis. Stats.

Wisconsin Department of Transportation

Relocatee name
Jason LundSubject property address
2350 South Avenue,
La Crosse, WI 54601Subject site dwelling/structure type
Apartment Complex

Choose one

☐ Owner☒ Tenant

New address

400 Buchner Pl, Apt 217, La Crosse
WI

New phone number

608-397-2773

Email

reacelund@gmail.com

Gas company

—

Electric company

Exel

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 Signature

Date

~ FOR WISDOT USE ONLY ~

Date subject site was vacated

12/31/2020

Date of physical inspection

1/6/2021

Keys received

☒ Yes ☐ No

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

Remarks:

On Wednesday, January 6, 2021 I inspected the unit, and both the appliances and the floors had not been cleaned. I met with Jason that day to collect keys and signed documents. I informed him that his security deposit would not be returned due to the condition the unit was left at.

Maria Krueger
Real Estate Specialist1/6/2021
Date

Q J 7 7 0 0 6 8

Project ID
1641-02-22County
La CrosseParcel No.
31-111







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

December 20, 2020

Project: 1641-02-22

Parcel: 31-233

County: La Crosse

RE: Incidental Expenses – Closing costs

Dear Ms. Johnsrud:

The following relocation claim is being submitted for your review and approval:

Parcel	Claim	Payable to	Amount
31-233	Incidental Expenses – Closing Costs	Nicolas & Elizabeth Shadowick	\$2,726.00

Incidental Expenses – Closing Costs (\$2,726.00): Mr. & Mrs. Shadowick used their residential housing payment as a down payment to purchase a replacement property at 29 Ash Street NE, New London, MN 56273, therefore are eligible for closing costs. Mr. & Mrs. Shadowick's closing was scheduled on December 15, 2020, where I was able to attend virtually. We received the following reports and have been loaded into READs: Radon Test Report, Appraisal Report, and Inspection Report. Closing costs eligible for reimbursement are highlighted on the attached closing cost statement for a total of \$2,726.00

It is recommended the claim for \$2,726.00 be approved for incidental expenses.

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

Thank you

Maria "Izzy" Krueger

Maria "Izzy" Krueger
WisDOT Statewide Relocation Specialist

RELOCATION CLAIM - APPLICATION AND RELEASE

RE1527 08/2018

Wisconsin Department of Transportation

Claimant Name (print) Elizabeth & Nicolas Shadowick	Date Claim Submitted to WisDOT 12/16/2020
Replacement Property Address 29 Ash Street NE, New London, MN 56273	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Apt. 233, La Crosse, WI	Actual Vacate Date from Subject September 14, 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.

x <u>Betsy S</u>	<u>12/10/20</u>	x <u>NIS</u>	<u>12/10/20</u>
Claimant Signature	Date	Claimant Signature	Date
Elizabeth Shadowick		Nicolas Shadowick	
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 <u>Maria Krueger</u>	<u>12/20/20</u>	x <u>Tracey Johnsrud</u>	<u>1/13/2021</u>
Relocation Agent Signature	Date	BTS Relocation Facilitator Signature	Date
Maria Krueger		Tracey Johnsrud	
Print Name		Print Name	

Project ID
1641-02-22County
La CrosseParcel No.
31-233

Items Claimed	Reference	Amount Claimed	Amount Approved
Residential			
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)	\$	\$
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)	\$ 2,726.00	\$ 2,231.00
Non-Residential			
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)	\$	\$
Move Only Payment – No displaced persons			
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		\$ 2,726.00	\$ 2,231.00

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 12/11/2020
Closing Date 12/15/2020
Disbursement Date 12/15/2020
Settlement Agent Quality Title of Willmar, Inc.
File # 20-1763
Property 29 ASH ST NE
NEW LONDON, MN
Sale Price \$155,000

Transaction Information

Borrower Nicolas Shadowick and Elizabeth Shadowick
2007 10th St SW
Willmar, MN 56201
Seller Matthew Johanson and Brittany Johanson
29 ASH ST NE
NEW LONDON, MN 56273-8553
Lender PennyMac Loan Services, LLC

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type ☒ Conventional ☐ FHA
☐ VA ☐
Loan ID # 6000668976
MIC # 6473687084

Loan Terms

		Can this amount increase after closing?
Loan Amount	\$136,760	NO
Interest Rate	3.125 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$585.85	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments

Payment Calculation	Years 1-6	Years 7-30
Principal & Interest	\$585.85	\$585.85
Mortgage Insurance	+ 53.56	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 249.34	+ 249.34
Estimated Total Monthly Payment	\$888.75	\$835.19
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$249.34 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing

Closing Costs	\$6,154.47	Includes \$2,343.08 in Loan Costs + \$3,852.79 in Other Costs - \$41.40 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$5,735.56	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>



Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$729.08				
01	0.479 % of Loan Amount (Points)	\$655.08				
02	Broker Compensation to Midwest Mortgage Consultants LLC					(L) \$3,419.00
03	Tax Service	\$74.00				
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For		\$528.00				
01	Appraisal Fee to Valuation Partners	\$485.00				
02	Credit Report to Credit Plus Inc FBO Midwest Mortgage	\$36.00				
03	Flood Certification to ServiceLink National Flood	\$7.00				
04						
05						
06						
07						
08						
09						
10						
C. Services Borrower Did Shop For		\$1,086.00				
01	Title - Closing Fee to Quality Title of Willmar, Inc.	\$250.00		\$175.00		
02	Title - Document Preparation Fee to Quality Title of Willmar, Inc.			\$175.00		
03	Title - Lender's Title Insurance to First American Title Insurance	\$411.00				
04	Title - Title Processing Fee to Quality Title of Willmar, Inc.			\$25.00		
05	Title - Title Search to Quality Title of Willmar, Inc.			\$30.00		
06	Title - Title Service fee to Quality Title of Willmar, Inc.	\$425.00				
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)		\$2,343.08				
Loan Costs Subtotals (A + B + C)		\$2,343.08				
Other Costs						
E. Taxes and Other Government Fees		\$406.55				
01	Recording Fees Deed: \$46.00 Mortgage: \$46.00	\$92.00				
02	State Tax/Stamps to County Treasurer	\$314.55				
03	Transfer Taxes to County Treasurer			\$511.00		
F. Prepays		\$1,435.22				
01	Homeowner's Insurance Premium (12 mo.) to State Farm Fire and Casualty	\$1,236.15				
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (\$11.71 per day from 12/15/20 to 1/1/21)	\$199.07				
04	Property Taxes (mo.)					
05						
G. Initial Escrow Payment at Closing		\$748.02				
01	Homeowner's Insurance \$103.01 per month for 3 mo.	\$309.03				
02	Mortgage Insurance per month for mo.					
03	Property Taxes \$146.33 per month for 6 mo.	\$877.98				
04						
05						
06						
07						
08	Aggregate Adjustment	-\$438.99				
H. Other		\$1,263.00				
01	Home Warranty (optional) to Quality Title of Willmar, Inc.			\$600.00		
02	Inspection Fee to Sportel Home Inspections	\$525.00				
03	Real Estate Commission to Lakes Area Realty			\$4,650.00		
04	Real Estate Commission to RG Realty Group	\$495.00		\$3,875.00		
05	Seller Admin Fee to Lakes Area Realty			\$295.00		
06	Title - Owner's Title Insurance (optional) to First American Title Insurance	\$243.00				
07						
I. TOTAL OTHER COSTS (Borrower-Paid)		\$3,852.79				
Other Costs Subtotals (E + F + G + H)		\$3,852.79				
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$6,154.47				
Closing Costs Subtotals (D + I)		\$6,195.87		\$10,336.00		\$3,419.00
Lender Credits (Includes \$41.40 credit for increase in Closing Costs above legal limit)		-\$41.40				



Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$7,501.00	\$6,154.47	YES · See Total Loan Costs (D) and Total Other Costs (I). Increase exceeds legal limits by \$41.40. See Lender Credits on page 2 for credit of excess amount.
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,240.00	\$18,240.00	NO
Deposit	-\$500.00	-\$500.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$18,158.91	YES · See details in Section K and Section L.
Cash to Close	\$25,241.00	\$5,735.56	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION**K. Due from Borrower at Closing \$161,235.56**

01	Sale Price of Property	\$155,000.00
02	Sale Price of Any Personal Property Included in Sale	
03	Closing Costs Paid at Closing (J)	\$6,154.47
04		

Adjustments

05		
06		
07		

Adjustments for Items Paid by Seller in Advance

08	City/Town Taxes	to	
09	County Taxes	12/15/20 to 01/01/21	\$81.09
10	Assessments	to	
11			
12			
13			
14			
15			

L. Paid Already by or on Behalf of Borrower at Closing \$155,500.00

01	Deposit	\$500.00
02	Loan Amount	\$136,760.00
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	

Other Credits

06		
07	Relocation Funds	\$18,240.00

Adjustments

08		
09		
10		
11		

Adjustments for Items Unpaid by Seller

12	City/Town Taxes	to	
13	County Taxes	to	
14	Assessments	to	
15			
16			
17			

CALCULATION

Total Due from Borrower at Closing (K)	\$161,235.56
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$155,500.00
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$5,735.56

SELLER'S TRANSACTION**M. Due to Seller at Closing**

01	Sale Price of Property	
02	Sale Price of Any Personal Property Included in Sale	

03

04

05

06

07

08

Adjustments for Items Paid by Seller in Advance

09	City/Town Taxes	to	
10	County Taxes	to	
11	Assessments	to	
12			
13			
14			
15			
16			

N. Due from Seller at Closing

01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	
05	Payoff of Second Mortgage Loan	

06

07

08 Seller Credit

09

10

11

12

13

Adjustments for Items Unpaid by Seller

14	City/Town Taxes	to	
15	County Taxes	to	
16	Assessments	to	
17			
18			
19			

CALCULATION

Total Due to Seller at Closing (M)	
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input type="checkbox"/> To Seller	



Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the principal and interest overdue. The late fee will never exceed \$8.32 or 5%, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments

Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☒ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

29 ASH ST NE, NEW LONDON, MN 56273-8553

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$3,331.90	Estimated total amount over year 1 for your escrowed property costs: See attached page for additional information
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$748.02	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$302.90	The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.



Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$216,873.65
Finance Charge. The dollar amount the loan will cost you.	\$79,181.65
Amount Financed. The loan amount available after paying your upfront finance charge.	\$135,149.85
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	3.405 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	54.36 %

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures**Appraisal**

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	PennyMac Loan Services, LLC	Midwest Mortgage Consultants LLC (Organization)	RG Realty Group LLC	Lakes Area Realty Inc	Quality Title of Willmar, Inc.
Address	3043 Townsgate Road Suite 200 Westlake Village, CA 91361	600 Soo Lane, Suite 6 Buffalo, MN 55313	13782 Bluestem Court, #100 Baxter, MN 56425	42 S Main Street New London, MN 56273	1600 Hwy 12 E, Ste A Willmar, MN 56201
NMLS ID	35953	203445			
MN License ID			35339	20546473	40304367
Contact	Tina DeShane	Maribeth Williamson	JoAnne Marquardt	Amber Jean Ellen Barber	Melissa Danielson
Contact NMLS ID	35953	370041			
Contact MN License ID			40447460	40516331	40009690
Email	BDLClosingDisclosure@pnm.com	maribeth@homeloansmn.net	joannemarquardtrealtor@gmail.com	amber@lakesarearealty.com	melissa@qtwillmar.com
Phone	833-769-3710	320-231-3777	320-212-6468	320-212-8646	320-262-5200

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.


Nicolas Shadowick

12/15/2020
Date


Elizabeth Shadowick

12/15/20
Date



Addendum to Closing Disclosure

This form is a continued statement of final loan terms and closing costs.

Property

29 ASH ST NE
NEW LONDON, MN 56273-8553

Additional Information About This Loan

Loan Disclosures

Escrow Account

Escrow

Escrowed
Property Costs
over Year 1

\$3,331.90

Estimated total amount over year 1 for your escrowed property costs:
Property Taxes, Homeowner's Insurance, Mortgage Insurance





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 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) 10/12/2020 5:56:22 PM CDT (Date)

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

28. Brittany Johanson 10/12/2020
(Seller) 10/12/2020 8:58:51 PM CDT (Date)

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

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

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

11. Street Address: 29 Ash Street NE

13. City of New London, County of Kandiyohi

14. State of Minnesota, Zip Code 56273, legally described as NEW LONDON (TOWN OF) LOTS 1 &

15. 2 EXC THE S 73' THEREOF

16. 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 heatlators; **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:

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

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

PURCHASE PRICE:

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

39. One Hundred Fifty Thousand

40. which Buyer agrees to pay in the following manner: _____ Dollars,

41. 1. 10 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

42. 2. 90 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

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

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

CLOSING DATE:

48. 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

MORTGAGE FINANCING:

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

146. _____ paid by Seller (Check one.)

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.)

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

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
New London MN 56273

183. Property located at 29 Ash Street NE

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
(Check one.)

218. due and payable in the year of closing.

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

220. payable in the year of closing.

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

222. pay the difference between the homestead and non-homestead.

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

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

235. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments 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 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 regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and 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 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 sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to 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.

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PURCHASE AGREEMENT

319. Page 8 Date October 11th 2020

New London MN 56273

320. Property located at 29 Ash Street NE

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*
338. *Agreement* executed by both Buyer and Seller;
- 339. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 340. (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.

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.

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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:** _____
Purchase agreement is contingent on the buyers receiving and previewing the property
459. disclosures.

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.

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

489. I have reviewed all pages of this Purchase
490. Agreement.

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. ☒ Matthew Johanson 10/12/2020
(Seller's Signature) (Date)
(10/12/2020 5:56:36 PM CDT)

☒ Nicolas Shadowick 10/11/2020
(Buyer's Signature) (Date)
(10/11/2020 1:14:25 PM CDT)

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

☒ Nicolas Shadowick
(Buyer's Printed Name)

504. ☒ Brittany Johanson 10/12/2020
(Seller's Signature) (Date)
(10/12/2020 5:56:36 PM CDT)

☒ Elizabeth Shadowick 10/11/2020
(Buyer's Signature) (Date)
(10/11/2020 1:14:25 PM CDT)

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

☒ Elizabeth Shadowick
(Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** 10/12/2020

507. is the date on which the fully executed Purchase Agreement is delivered. The Final Acceptance Date.

508.

509.

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
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 1:14:25 PM CDT

MN:PA-12 (8/20)

JoAnne Marquardt

320.212.6468

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1 of 1

Help

29 Ash Street NE

New London MN 56273-8553

MLS# 5671824

Map

View Live Mortgage Payments

Find Down Payment Help

\$150,000

New Listing

Active

Bedrooms 2
Year Built 1988
Garage 1

Bath 1
Total Fin SqFt 1,449
For Sale



3 / 24 _0217327

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 - 320-354-2252
Complex/Development/Subdivision Name	New London Town Of
Agent/Owner	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

