

## **REAL ESTATE BROKER SERVICES PROPOSAL**

### **Purpose**

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This document comprises the response by American Dream Realty Midwest, Inc., to the Request For Qualifications (RFQ) 2.0 statement that "The City of Ramsey is seeking proposals from real estate brokers/firms to sell real property located within the corporate limits of Ramsey," Minnesota.

This proposal is respectfully submitted to:

**City Clerk  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303**

November 27, 2013

### **Scope**

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The provisions of this proposal apply to real estate brokerage services offered to the City of Ramsey by:

**American Dream Realty Midwest, Inc.  
4146 145th Lane NW  
Andover, MN 55304**

Email: AmericanDreamRealtyInc@comcast.net

Mobile / Text: (651) 210-9006

Office: (651) 459-5000

Fax: (651) 967-0490

Web: [www.AmericanDreamRealtyMN.com](http://www.AmericanDreamRealtyMN.com)

## 1. Cover Letter

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DATE: November 27, 2013

TO: City of Ramsey, Minnesota

American Dream Realty Midwest, Inc. (dba "American Dream Realty, Inc."), is eager to propose its services to the City of Ramsey because our team members live in the Anoka County and adjoining areas, and we have strong personal interests in making the area as strong and vibrant as it can be.

Effective use of real property as an asset to the City is a fundamental cornerstone of thriving businesses, homes, and supporting infrastructure.

We have a unique combination of real estate experience and business development acumen coupled with technological savvy to manage the multitudes of "projects" that will be handled as a result of the future real estate transactions.

Our focus will be to benefit the City of Ramsey--and its future residents and businesses--such that the City can best serve all its constituents.

We will do this with a core team from American Dream Realty (4 licensed real estate agents and 2 assistants) that is further supported by a network of professionals serving the real estate markets.

We already have excellent relationships with other realtors, a title company, a variety of mortgage providers, inspectors, well and septic providers, and look forward to working closely with City employees who look at properties from a public service perspective.

Sincerely,



Sheri L. Hanson / Broker & Owner  
American Dream Realty, Inc.

## 2. Background

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American Dream Realty Midwest, Inc. is owned and operated by broker Sheri Hanson.

Sheri has been a real estate agent for 25 years, and a broker for 20 of those years. American Dream Realty Midwest, Inc. has been in business since July 2003.

Throughout this time, Ms. Hanson has been involved in a myriad of activities that revolve around Residential and Commercial real property:

- Marketing & Sales
- Leasing – Independent contractor for Leasing companies for over 7 years
- Appraising – 6 years, Minnesota Residential
- New Construction – 5 years, owned an owner-built construction company
- Land Sales
- Business Management and Accounting

### **The American Dream Team**

The core team of real estate professionals that currently comprises the company includes:

#### Sheri Hanson

- Licensed Real Estate Broker / Owner
- Member of the National Association of Realtors for 25 years
- Finance: Contract For Deed Specialist
- Leasing Specialist

#### Leanna Griffin

- Licensed Real Estate Agent: Listings, Sales, Short Sales
- PMP - Project Management Professional
- Data Analytics Specialist

#### Cindy Hawkins

- Licensed Real Estate Agent: Listing Specialist

#### Craig Locher

- Licensed Real Estate Agent: Buyer's and Commercial Specialist

#### Sheryl Nichols

- Real Estate Assistant / Office Administration

#### Kim Reno

- Licensed Real Estate Assistant / Leasing Specialist

We rely on frequent communication among the team, and use of current collaborative technologies, including our task-tracking system.

**Support Network**

The core team is supported by close working relationships with a variety of experts in their field. While we do not intend to limit our interactions to the people on this list, please see Appendix A for the network of support vendors who have worked well with us over the years.

**Additional Resources**

If additional real estate professionals are needed to support a surge in the sales of properties for the City of Ramsey, we have the necessary contacts within the community to meet the increased requirements.

**Available Marketing Methods**

Multiple Listing Service / Residential and Commercial

Networking through other Realtors

Broker's Open House

Print Advertising

Direct Mailing

Signage on Property

Web Marketing

- Realtor.com
- Zillow.com
- Trulia.com
- Postlets.com
- Craigslist

**Market Research Capabilities**

MLS market analysis data

Realist Reports: in-depth data on historical real property transactions and county records permit generation of exceptionally detailed search results and summaries.

**Ability to Reach Regional / National Marketplace**

American Dream Realty, Inc. is a Member of National Association of Realtors for Nationwide data collection for up to the minute accurate market analysis.

### Unique Services and Capabilities

#### Project Management

We use an online task-oriented system to track details of all the activities being managed by American Dream Realty.

We use it to track leads, initial property preparation activities, and the actual "project" that occurs between signing of a purchase agreement and closing.

It is based on an online system found at [www.wrike.com](http://www.wrike.com), and we have tailored the system to reflect collections of procedures / checklists / tasks that support real estate activities.

This system is deliberately simple; because our experience is that anything complicated simply does not get used. The web interface is reasonably intuitive to use, and the handheld integration (with Android and iPhone) is not perfect, it is better than the four other systems we benchmarked.

It creates a daily task list for each named user that shows the assigned tasks, updates may be sent via e-mail or entered directly into the online task.

We are happy to offer up to 3 named user ID's to the City of Ramsey, with coaching on how the system is used by American Dream Realty.

If they wish to participate, we can add our current buyer-agent(s) as "Collaborators" on a project, and they will receive updates.

A handy feature is that it will export an Excel spreadsheet of summary information, and we have had good success using that as a collection of discussion points for review meetings. We e-mail it out in advance of a meeting, and the recipient does not have to know anything about our system to appreciate the list.

#### Leasing Opportunities

In special cases, the City may prefer to lease out a property until the timing is optimal for a sale. American Dream Realty, Inc. has extensive property management experience, including management of lease contracts for both Commercial and Residential properties.

#### Consultation

We provide consultation to sellers on property improvements that increase the value of the property, resulting in a higher selling price. A decision is made by comparing an "As-Is" value versus an "Improved" value.

### **3. Fee Schedule / Term**

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#### **Commission Fees**

All fees for real estate services are paid through commission fees at the time of closing.

#### **Residential Property Fee Structure**

Total Broker Compensation: 5.0% of property sales price

Buyer Broker Compensation: 3.0%

Leasing Compensation: 1/12<sup>th</sup> of annual lease amount

#### **Commercial Property Fee Structure**

Total Broker Compensation: 5.0% of property sales price

Buyer Broker Compensation: 3.0%

Leasing Compensation: 1/12<sup>th</sup> of annual lease amount

#### **Carry-Over Compensation**

From the RFQ: "The City of Ramsey is seeking a relationship in which no "carry-over" compensation is required. Meaning, when the proposed contract for real estate services is terminated, compensation fees would no longer be required."

American Dream Realty agrees with the spirit of this requirement, but in the event there are future expenses expressly tied with servicing the City of Ramsey real estate sales needs, we reserve the right to negotiate such expenses with the City as the need arises.

Example: We use an online task-oriented system to track details of all the projects (real estate transactions) being managed by American Dream Realty. The City of Ramsey may wish to have additional software seats assigned. We would simply bill the City for any additional charges from our vendor, but those charges may extend beyond the termination of our contract for real estate services. For example, if the City pays for a year's license in advance, then our contract is terminated, there would be no refund to the City.

#### **Contract Term**

##### **Minimum Term Contract**

Since we expect a learning curve with respect to integrating our real estate processes with the City of Ramsey procedures and documentation requirements, American Dream Realty requests a minimum 12-month term with automatic 6-month extensions if the City does not explicitly cancel the existing contract.

Cancellation of the real estate services contract by either side would require a minimum of 60 day notice.

NOTE: This term length may require further negotiation, because the City of Ramsey may have legal contract terms that we do not know about until we exchange further dialogue.

Early Termination Provisions

Any purchase agreements currently in progress will be permitted to close with our brokerage as the listing entity.

Any agreements negotiated separately will remain in force.

Other Fees / Compensation

Broker Administration Fee

There will be no additional broker administration fees charged to the City of Ramsey.

Special Projects

From the RFQ: "the City may call upon the selected broker for support on special projects/additional services. Additional fees for said special projects will be negotiated at that time of request."

American Dream Realty agrees with this approach to funding special projects.

**4. Conflict of Interest**

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At this time, American Dream Realty, Inc. has no conflict of interest in the City of Ramsey. If a conflict of interest develops in the future, it will be specifically disclosed in the listing contract or offer to purchase, and our contact at the City will be notified.

American Dream Realty, Inc., and its team members have no known other side interests that conflict with selling real estate for the City of Ramsey. However, we disclose the following:

- Member of Beyond the Yellow Ribbon in Anoka County, Minnesota
- Family Member that is a Police Officer in Blaine, a nearby community
- Our preferred sign post installation company is located in Ramsey

**5. Good Standing**

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American Dream Realty Midwest, Inc. has all its tax returns filed and does not owe any back taxes.

Corporate registration with the State of Minnesota shows:

- Business Type: Business Corporation (Domestic)
- Status: Active / In Good Standing

## Scope of Services

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The RFQ provides an explicit set of expectations as copied here as items A. through G. We reply with additional information below each category.

A. Work with (and advise) the City on strategies for marketing, pricing and the sale of City owned properties.

American Dream Realty uses professional real estate databases and tools for market analysis. This analysis indicates the best price ranges that will appeal to buyers, and marketing will be tailored to the target buyer segments.

We will always provide for each property:

- Comparative Market Analysis (CMA)
- Net Sheet estimating profit to the City of Ramsey

### Consultation

We provide consultation to sellers on property improvements that increase the value of the property, resulting in a higher selling price. A decision is made by comparing an "As-Is" value versus an "Improved" value.

B. Develop, distribute, list, and maintain real estate marketing materials and related information.

American Dream Realty typically generates marketing materials that will be tailored to the target buyer segments by our on-staff Project Manager.

C. Conduct basic market analysis for City owned properties available for sale.

American Dream Realty uses professional real estate databases and tools for market analysis. This analysis indicates the best price ranges that will appeal to buyers, and marketing will be tailored to the target buyer segments.

D. Manage relationships with prospect buyers—including: responding to inquiries, showing property, answering questions for prospects, conducting negotiations, managing real estate transactions.

American Dream Realty uses a task management system to track leads, initial property preparation activities, and the actual "project" that occurs between signing of a purchase agreement and closing.

Property showings are managed through the online booking system (known as "Book A Showing") provided via the Northstar MLS system.

E. Analyze offers from potential buyers and provide recommendations to the City Council.

American Dream Realty minimally provides a bi-weekly summary of project activities, which includes status on current listings and new / updated offers.

F. Provide regular activity updates:

Verbally, to the City's development team, minimum twice per month

In writing, to the City Council, minimum once per quarter

We prefer to be actively engaged with a primary point of contact from the City of Ramsey. We believe that frequent communication is imperative for keeping all stakeholders with a common understanding. We do not expect to have in-depth weekly meetings unless there is a significant project moving through the process that demands extra scrutiny.

As part of our service, we will provide access to our project management system for up to 3 named individuals. These primary users typically receive immediate e-mail updates as tasks are added, annotated, or completed. They may also directly access the system and enter tasks, descriptions, and comments.

However, we find that busy people usually prefer to receive top-level summaries, and thus our system has the ability to export an Excel spreadsheet that is handy for review and discussion.

G. Handle all other customary real estate broker activities and services.

American Dream Realty provides these typical broker services:

- Sales and Marketing
- Leasing

Excluded from Scope of Services

Unless separately negotiated, American Dream Realty will not provide

- Development management services
- Re-branding services
- In-depth market analysis reports beyond those ordinarily provided by real estate brokers
- Engineering services
- Website management
- Strategic/master planning or creation of advanced marketing materials beyond those ordinarily provided by real estate brokers

## **Appendix A. Support Network**

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The core team is supported by close working relationships with a variety of experts in their field. While we do not intend to limit our interactions to the people on this list, these vendors who have worked well with us over the years.

### Closing / Title

- Regis Title

### Mortgage

- American Mortgage and Equity Consultants

### Signage

- Continental Post Services

### Inspector

- Innerspec Home Inspections

### Septic Design / Soil Testing

- Tradewell Soil Testing

### Water / Well: Testing, Inspection, Repair, Installation

- E.H. Renner & Sons
- Torgerson Well
- Mork Well Company

### Septic: Testing, Inspection, Repair, Installation

- Northside Septic Service
- Mork Well Company



*A Real Estate Services Company*  
6897 139<sup>th</sup> Lane NW  
Ramsey, MN 55303  
763.862.2005 Office  
763.862.1925 Fax

November 26, 2013

Mr. Patrick Brama  
City Of Ramsey  
7550 Sunwood Drive  
Ramsey, MN 55303

RE: Real Estate Services Proposal

Thank you for your request for real estate brokerage services to include the sale of city owned property within the city limits on a fee for sale (commission) basis. Premier Commercial Properties, Inc would like to offer our services and engage in the brokerage / sale of such city owned property.

**Background:**

Premier Commercial Properties has been engaged in the sale of land, industrial, retail, multi-family and office properties for over 15 years. Based in Ramsey, and located on Highway 10, Premier Commercial Properties has listed and sold several commercial properties within the City of Ramsey. Premier specializes in the sale and lease of commercial properties located in the north metro and more specifically Anoka County where we have developed a strong following and significant market share in both leasing and sale assignments.

- Minneapolis / St. Paul Business Journal honored Premier with a Top Commercial Real Estate Brokerage Award ranking it one of the top 20 brokerages in the entire Twin Cities area.
- Co-Star Group has acknowledged and awarded Premier with the coveted "Power Broker" award several years running
- Premier was recently awarded the Five Star overall satisfaction award (only 7% of Brokers in the Twin Cities) from the Twin Cities Business Magazine.
- Twin Cities Business Magazine also announced Premier was nominated for the coveted Award of Excellence by the National Association of Industrial and Office

Properties (NAIOP) for the development and construction of the 85,000 square foot Blaine Medical Building.

Recognition such as this has helped Premier grow and build an excellent reputation among of clients, as well as, other commercial real estate Brokers. Our staff of three agents and four seasoned Brokers is complimented by accounting and property management services throughout the Twin City metro area.

**Fee Schedule:**

Premier would propose to work on a commission basis only whereby Premier would earn a commission when, and only when, a property has been sold and closed. The Brokerage commissions would be paid to Premier at Closing on a property by property basis.

Premier's fee for land sales is always negotiable, however, we would like to operate at a 7% sales commission splitting any co-brokerage transaction.

**Contract Term:**

Due to the time and effort this project would require, and given the generally long transaction process for commercial product sales, Premier would ask for a 24 month listing, with provisions that would allow for a six month out for either party should the relationship break down and the respective parties are not visibly honoring the contract.

**Other Fee's / Compensation:**

Premier would be providing standard brokerage services for standard brokerage fees as discussed earlier. This would include twice a month briefings to staff and city council support on an as needed basis.

Any specific or special projects would have to be negotiated on a project by project basis. Any specific research projects or in-depth market studies would also have to be paid on a case by case basis as projects become more specifically defined.

**Conflicts of Interest:**

Please note being selected as an agent for the City of Ramsey would be a privilege, however, Premier would continue to solicit other Ramsey business and land owners for the sale and brokerage of their commercial properties during the term of any contract. We are not aware of any other potential conflicts of interest.

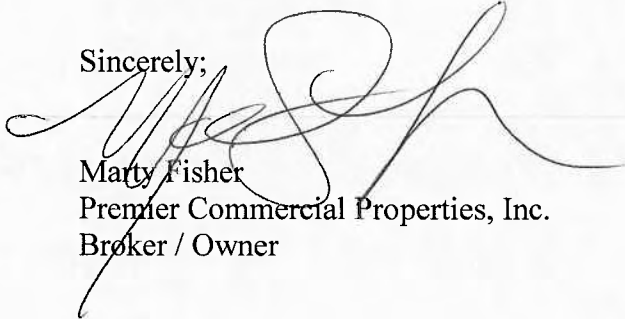
**Good Standing:**

To the best of our knowledge Premier Commercial Properties, Inc is in good standing with all units of government.

Thank you for the opportunity to provide you this brief proposal in response to your request for Real Estate Brokerage Services dated 9/30/2013.

If you require additional information or have any additional questions, please contact Marty Fisher at 763-862-2005

Sincerely;

A handwritten signature in black ink, appearing to read 'Marty Fisher', with a large, stylized flourish extending to the right.

Marty Fisher  
Premier Commercial Properties, Inc.  
Broker / Owner

# City Of Ramsey Marketing Proposal

**Edina Realty** would like to submit our proposal for the opportunity to become the City of Ramsey Real Estate Firm/Agent.

**Our Mission:** Our ultimate goal is to increase the number of sales, and to remove some of the peaks and valleys, to create a more constant and predictable number of sales each year.

**Our Objective:** Our objective is to aid, assist, and promote the growth and expansion of Residential, Commercial, Retail, and Industrial development in the City of Ramsey.

## Company History

Since 1955, Edina Realty has been a trusted Real Estate firm in your market place. Today, Edina Realty is one of the nation's largest real estate companies with more than 60 real estate offices, throughout Minnesota, and Wisconsin, and with more than 2,100 sales associates, Edina Realty has been the leading Home seller the last 13 consecutive years.

Edina Realty's family of companies includes Edina Realty Home Services, Edina Realty Title, and Edina Realty Mortgage. Edina Realty has annual sales of more than \$7.9 billion. Edina Realty's unprecedented growth testifies to the strength of our associates and sales offices.

## Experience You Can Trust

Edina Realty Home Services was founded on a strong emphasis on ethics and service. "Honesty, integrity and commitment, these three things will ensure our success." These principles and strict standard of quality and service live on today. We've earned a reputation as a leader in the industry - one customer and one sale at a time.

## An Era of One-Stop Shopping: Moving Beyond the Sale™

Edina Realty Home Services is more than just buying and selling Real Estate. Our products and services go Beyond the Sale™.

Today, Edina Realty, along with our sponsors, offers one-stop shopping for products and services for the entire Real estate ownership cycle. Whether you need help buying; selling; financing; moving and relocating; renting; improving, maintaining or furnishing your home; Edina Realty is there!

The company started down the road of providing one-stop shopping by adding Mortgage services in 1983 and Title and closing services in 1986.

Since then, we have partnered with leading regional retailers and service providers to offer a number products and services designed to enhance your overall buying, selling and ownership experience. By choosing Edina Realty, you have access to the latest in technology and the following products and services:

Edina Realty Mortgage

Residential Real Estate Service

Commercial Real Estate Services

Edina Realty New Home and Development Services

Edina Realty Relocation

Edina Realty Title Services

Multiple Listing Service

Edinarealty.com

HomeDocs™-Electronic Filing cabinet

Showing Time™-Showing feedback for Sellers

Sell My Property Services- Seller Update tool

Virtual Property Tour

Home Warranty Services

Edina Realty Insurance

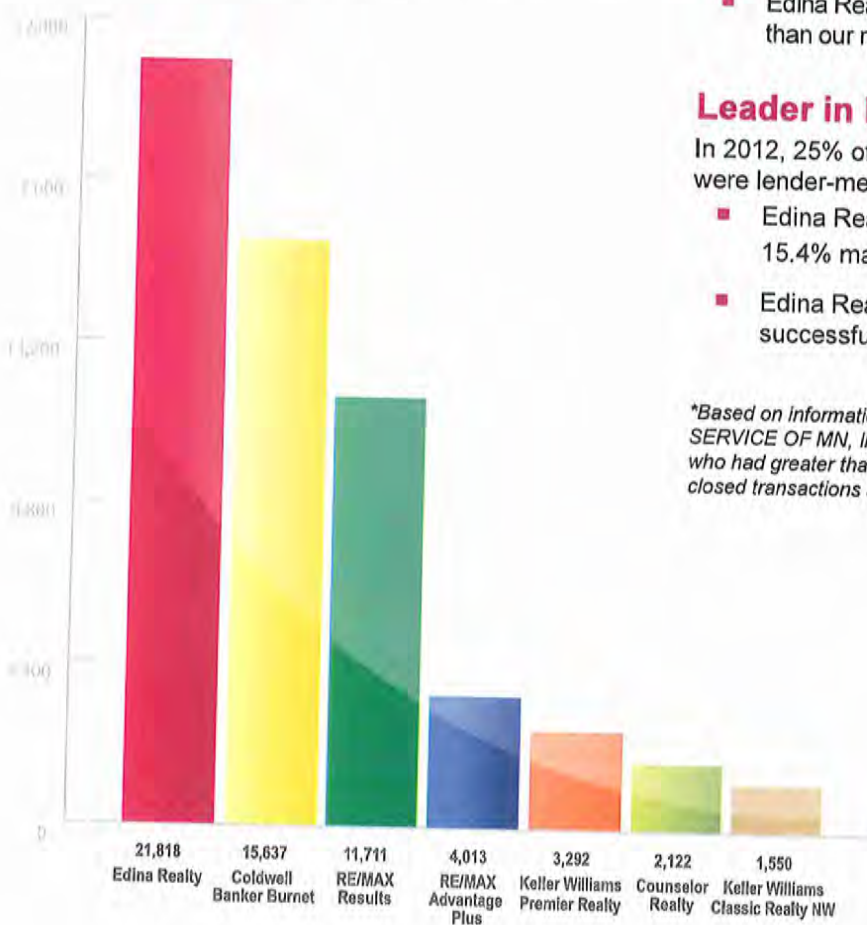
Exceptional Properties

Recreation and Lakeshore Properties

**\* Realtors are Independent Contractors and this proposal is not binding on any other Edina Realty Sale Associates proposal if any.**

# Market Leader for the Past 13 Years

For the 13th consecutive year, Edina Realty was the number one real estate firm in the Minnesota and western Wisconsin marketplace.



## Leader in Closed Transactions

- Edina Realty had 40% more closed transactions than our next closest competitor (Coldwell Banker Burnet).
- Nearly 22,000 transactions in 2012\*

## Leader in New Listings Taken

- Edina Realty listed 13,995 properties in 2012\*, 30% more than our next closest competitor (Coldwell Banker Burnet).

## Leader in Lender-Mediated Transactions

In 2012, 25% of the transactions handled by Edina Realty were lender-mediated, short sales or lender-owned.

- Edina Realty leads the lender-mediated market with 15.4% market share.
- Edina Realty has the experience and track record to successfully market and close complex transactions!

*\*Based on information from the REGIONAL MULTIPLE LISTING SERVICE OF MN, Inc. for 13-county metro area for 2012 and for brokers who had greater than 1 percent market share. This report is based on closed transactions and is deemed reliable but not guaranteed.*

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

# Edina Realty Relocation

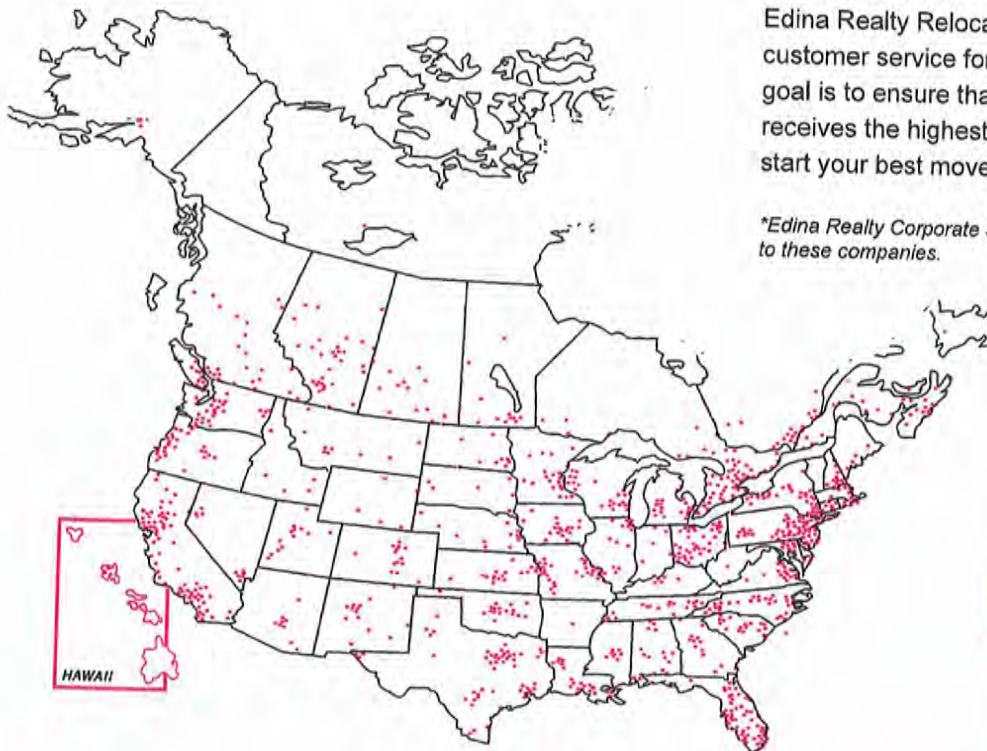
## Local Experts with a Global Reach

Relocation is an important part of our business at Edina Realty. That's why we've teamed up with more than 600 premier real estate firms that comprise Leading Real Estate Companies of the World™ (LeadingRE).

LeadingRE is the largest network of independent real estate brokers serving the United States and Canada. Not only will you work with the best real estate professionals in North America, you'll also appreciate the many special services and discounts this relationship offers.

### A Powerful Network

- 500 Premier real estate firms
- 4,600 offices and 140,000 associates worldwide
- Serving 30 countries



### Available Services

- National/international brokers and agents
- Mortgage
- Title
- Insurance
- Van line discounts
- Rental
- Community profiles with school information

### Transferring Corporations\*

Below are just some of the companies who've taken advantage of our relocation-qualified agents and professional services:

- 3M
- Best Buy
- Cargill
- General Mills
- Home Depot
- Medtronic
- State Farm
- Target
- United Healthcare
- US Bancorp

### Your Best Move

Edina Realty Relocation provides expertise and superior customer service for local, national or global moves. Our goal is to ensure that every Edina Realty Relocation client receives the highest in quality services. Call us today to start your best move: 1.800.328.4344.

*\*Edina Realty Corporate Services is not the exclusive provider of services to these companies.*

LEADING REAL ESTATE  
COMPANIES OF THE WORLD™

Edina Realty Corporate Services

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

# Local Expertise, National Presence



## Edina Realty Is Proud to be a HomeServices of America, Inc.™ Company

HomeServices, owned by MidAmerican Energy Holdings Company, a Berkshire Hathaway affiliate, is the second-largest full-service residential real estate brokerage firm and the largest settlement services provider in the U.S. By choosing Edina Realty, you get the dual benefit of our local knowledge and expertise as well as the backing of a company with a strong national presence.

## Integrated Real Estate Services

Based in Minneapolis, Minnesota, HomeServices specializes in delivering brokerage, mortgage, title and closing, property and casualty insurance, home warranties and other homeownership services. During 2009, HomeServices' associates facilitated more than \$42 billion in residential real estate sales and closed nearly \$4 billion in home mortgages.

## Strength, Stability and Service

Since becoming a MidAmerican affiliate in 1998, HomeServices has grown from 4,000 agents in three markets more than 16,000 agents in 21 states. HomeServices is proud of its family of companies and sales associates because they know and understand the needs of homeowners. Each of its companies has been in existence for an average of more than 60 years and is regarded for its unparalleled service.

## HomeServices of America Is a Proud Berkshire Hathaway Affiliate

Berkshire Hathaway was ranked one of the world's most respected companies according to *Fortune's* 2012 ranking.

More information about HomeServices and the locations of its subsidiary companies is available at [homeservices.com](http://homeservices.com).

HomeServices of America, Inc.

A Berkshire Hathaway Affiliate

The edge you need.

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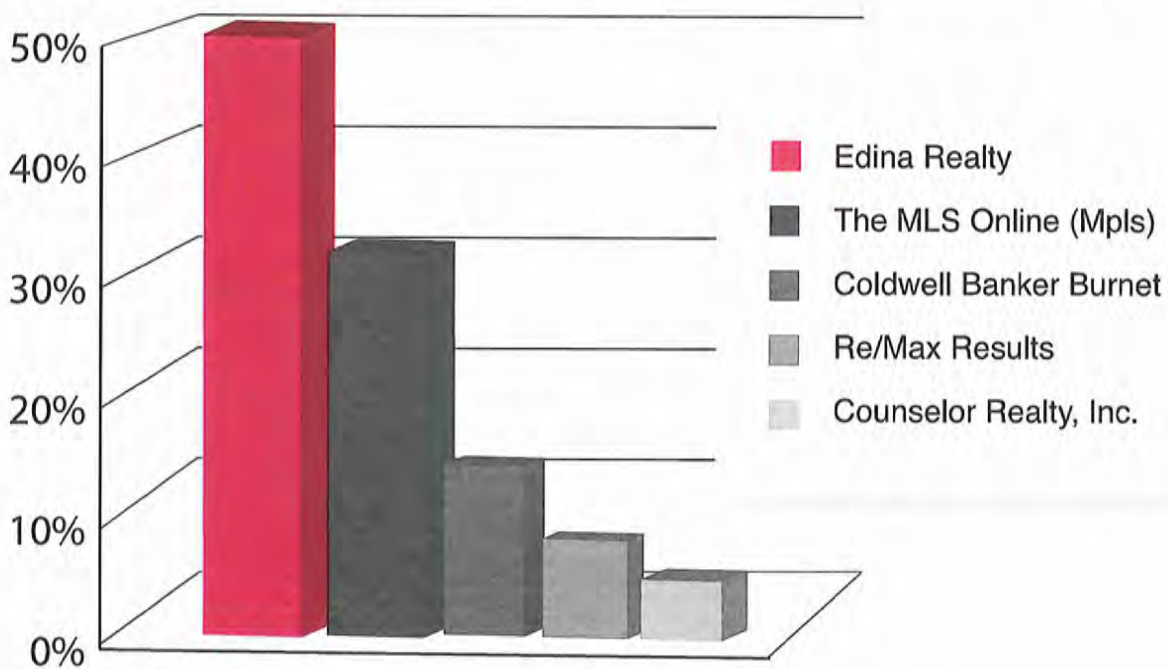
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# Be on the Website that Attracts More Traffic

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Edinarealty.com proves to be the most comprehensive, user-friendly real estate website in the region, averaging over one million total visits each month.

## Website Traffic (Visits) - Edina Realty vs. Closest Competitors



\*Data based on custom category of competitive sites as defined by Edina Realty. Based on monthly average traffic over the last 12 months.

Source: Experian Hitwise.

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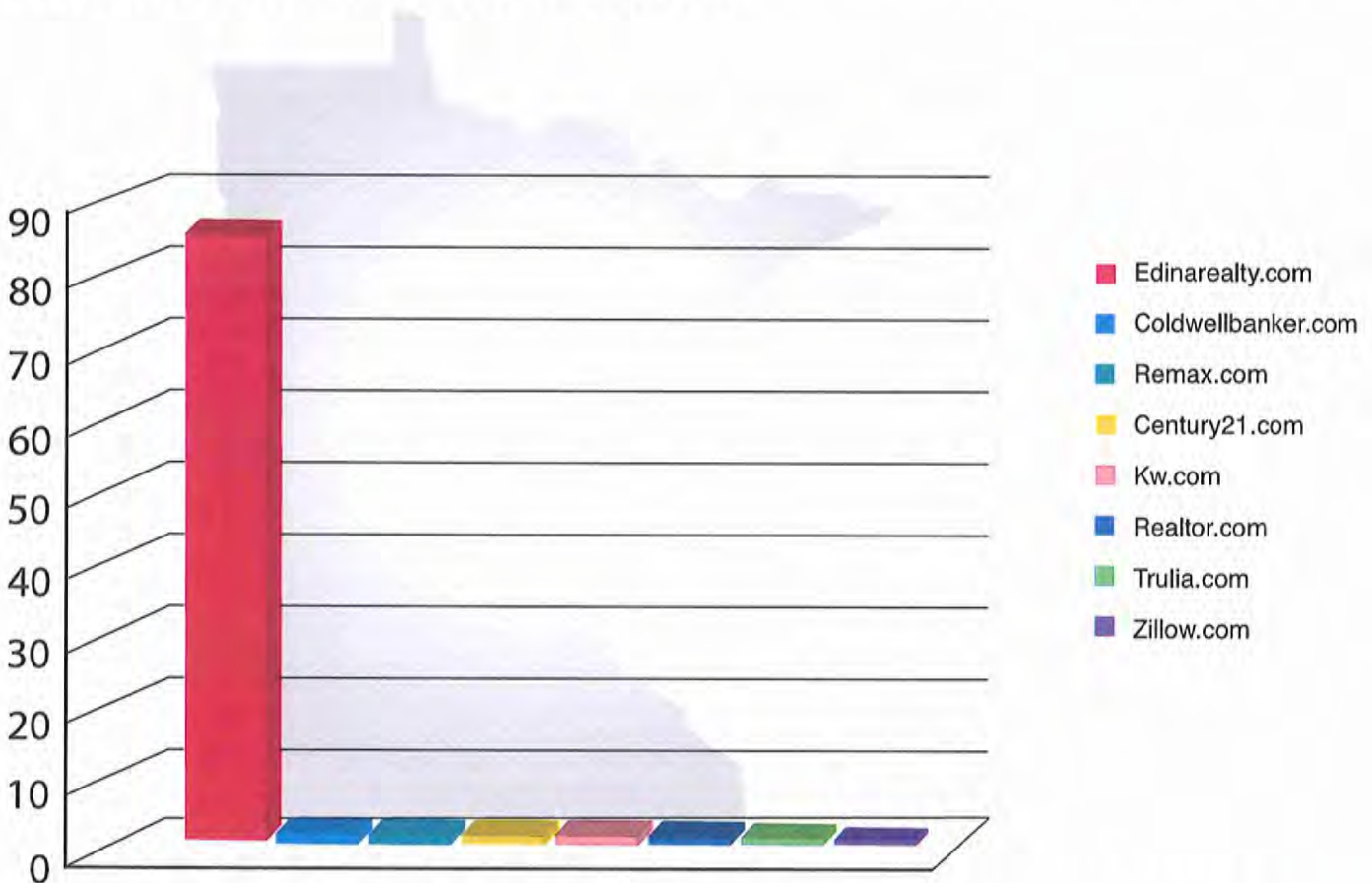
# Edinarealty.com by the numbers: HIGHER PERCENT OF TRAFFIC

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## Real estate is local.

Eighty-one percent of the traffic to Edinarealty.com comes from our market. Because real estate is local, this means that visitors to Edinarealty.com are more likely to be interested in your property. The vast majority of traffic to national aggregator\*\* sites, on the other hand, comes from outside our marketplace resulting in a limited number of qualified buyers.

## Percent of Site Traffic from Minnesota



\*Data based on custom category of competitive sites ranked by U.S. visit share for four rolling weeks ending 2/2/2013. Source: Experian Hitwise  
\*\*Non-real estate broker sites that aggregate REALTOR® listings from participating companies.

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# Optimum Exposure For Your Property Where It Matters Most

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Selling your home isn't about promoting your property everywhere; it's about promoting your property the correct way in the right places.

When you sell your home with Edina Realty, your listing gets optimum Internet exposure on edinarealty.com – where it matters most. In fact, edinarealty.com has nearly twice as many monthly visits as our three closest market share competitors' sites combined! And because real estate is local, this means that visitors to edinarealty.com are more likely to be interested in your property.

- Edinarealty.com receives a **higher percentage of visits** from our marketplace than any other broker or non-broker controlled sites.
- Edinarealty.com generates **more inquires/contacts** interested in our properties than any other broker in our market.
- Edinarealty.com has **a strong national presence**. Edina Realty invests a large amount of resources in our Internet presence (search engine optimization) to ensure that when consumers – local, national or international – search for properties via a search engine, edinarealty.com appears in the search results.
- Your property listing details will also appear on **over 4,000 real estate broker sites** throughout Minnesota and western Wisconsin.

Your Edina Realty agent may also choose to post or share your listing on other websites, including:

- Craigslist
- Facebook
- LinkedIn
- Twitter

\*National sites that aggregate REALTOR® listings from participating companies and/or agents are not usually owned or controlled by brokers, nor are they required to abide by the same rules and regulations as brokers.

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

# Home search made easy

## Apps for iPad, iPhone and Android



### Featuring Home Scan

The Home Scan feature uses augmented reality to view nearby homes in real time. This makes researching neighborhoods and finding open houses fun and easy.



### Search smarter

Use your device's GPS to find homes for sale, open houses and recently sold homes near you.

### Compare favorites

Browse large photos and access full listing information.

### Make it yours

Save favorites to your myEdinaRealty account, and share them with your friends via email or your social networks.

### Work with me

Ask me a question, or request a showing with me without ever leaving the app.

Apple, the Apple logo, iPhone, and iPod touch are trademarks of Apple Inc., registered in the U.S. and other countries. iPad is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

Android is a trademark of Google Inc. Use of this trademark is subject to Google Permissions. Portions of this page are reproduced from work created and shared by Google and used according to terms described in the Creative Commons 3.0 Attribution License.

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

# Minnesota's Mandatory Seller Disclosure Law

For many years, sellers in Minnesota voluntarily provided a disclosure statement to buyers of their property and were required to provide disclosures regarding wells, septic systems, underground storage tanks and lead paint. Sellers are now required to provide disclosures on their property.

The Mandatory Seller Disclosure Law applies to transactions involving single family, condo and townhome properties. The law also applies to all sellers, even "For Sale By Owners," investors of rental properties and relocation companies. Some exceptions include new construction, vacant land or multiple unit buildings, such as duplexes.

## The Disclosure Statement

Sellers must disclose, to the best of their knowledge, "material facts pertaining to adverse physical conditions of which the seller is aware that could adversely and significantly affect a buyer's use and enjoyment of the property or any intended use of the property of which seller is aware." In addition, if the condition of the property changes between the acceptance of a Purchase Agreement and the date of closing, you must subsequently disclose, in writing, the new information to the buyer. The Seller Disclosure Statement must be available to the buyer prior to the buyer writing a Purchase Agreement.

## How You Can Satisfy the Disclosure Requirement

There are three ways you, as the seller, can satisfy the disclosure requirement:

- Complete Edina Realty's Seller Disclosure Statement.
- Provide an inspection report to the buyer that was completed by a qualified third party inspector. (Edina Realty's Home Services Plus™ program can provide this service at an affordable price.) If you choose to provide a third party inspection, you are obligated to review the inspection report and disclose any material defects that are inaccurately reported or omitted in the inspection report.
- You and the buyer can agree in writing to waive your obligation, as the seller, to make disclosures. If this is the option you and the buyer choose, the Purchase Agreement must contain the following disclosure statement: "Buyer and seller hereby agree that the buyer is waiving buyer's right to receive material disclosures from the seller (pursuant to M.S.513.60)."

Again, if the condition of the property changes between the acceptance of a Purchase Agreement and the date of closing, you must subsequently disclose, in writing, the new information to the buyer.

## Seller Liability

A seller who fails to disclose any known material defect is liable to the buyer who may bring action against the seller within two years of the date of closing.



The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

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# Edina Realty Home Warranty Provides Convenience

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Whether you are a seller or a buyer, avoid the worry and inconvenience of dealing with unexpected home repairs.\* With Edina Realty Home Warranty, you'll get reliable protection backed by exceptional service.

## Seller Coverage

Seller coverage is FREE to the seller for up to 12 months when they commit to purchase coverage for the buyer at closing. If the property never closes, the seller owes nothing, even if claims were paid.

## Benefits

**Coverage while your home is on the market.** Mechanical system failures are covered during the listing period for up to one year.

**A powerful marketing tool.** Your real estate professional will tell you that buyers prefer to buy a house that includes a home warranty. In fact, research shows that 8 out of 10 buyers prefer to buy a warranted home. It's added incentive that gives you the edge and sets your home apart from the competition.



## Buyer Coverage

With Edina Realty Home Warranty, your new home will have complete warranty coverage for a full year that begins the day of closing.

## Benefits

**Peace of Mind.** Any time you move into a new home, there can be many expenses to cover. Take comfort in the fact that repairs to a covered system or appliance won't be one of them.

**Reliable service, 24-7.** You don't have to worry about calling different vendors for estimates and repairs. Just call us. We'll arrange for a diagnosis, choosing from our list of qualified, pre-screened service technicians. Be assured that the convenience of the service is matched by the quality of the repairs.

**Valuable protection year after year.** The good news is that an Edina Realty Home Warranty protects you from the unexpected. The great news is that the warranty can be renewed annually, so as normal wear and tear takes its toll on mechanical systems and appliances, you'll be protected.

**Our Service Guarantee.** If we cannot provide a qualified service contractor in a timely manner, we will approve the use of a contractor outside of our service network to ensure convenient, prompt service.

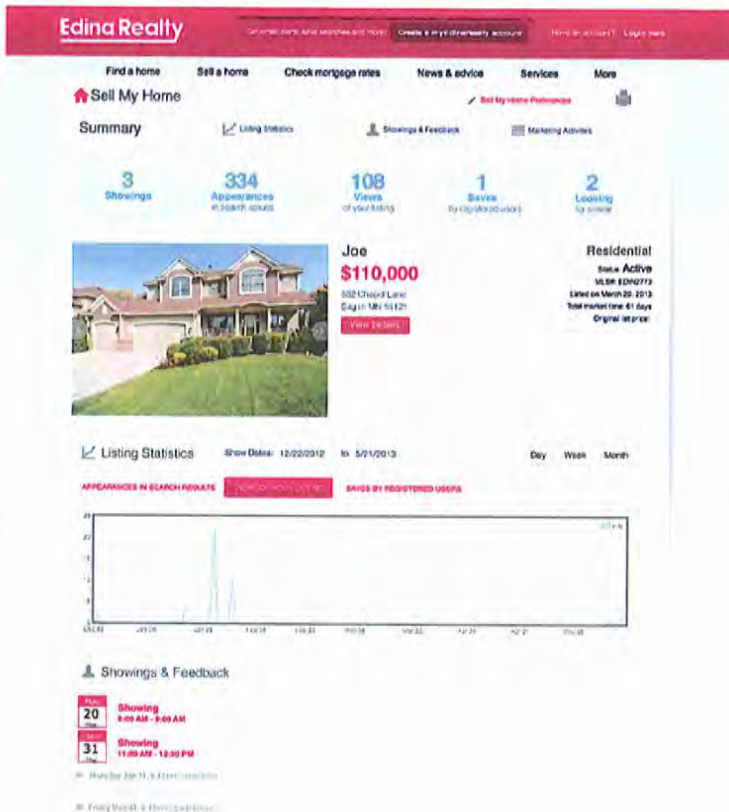
*\*Subject to terms and conditions*

**Edina Realty**

**Warranties**

# Sell My Home

## We'll Show You the Numbers



### We'll show you the numbers

When you sell your home with Edina Realty, you'll get online access to the latest information on your property's market performance:

- ✓ How often your property has appeared on edinarealty.com's search results
- ✓ How many times your property's detailed web page has been viewed
- ✓ The total number of property showings to prospective buyers
- ✓ Direct feedback from agents who have viewed your home

#### Access Sell My Home

After your property has been listed, activate your account by signing into MyEdinaRealty on edinarealty.com.

Note: On your first visit, click "Click here to register" and then "I forgot my password." Your password will be emailed to you.

Contact your agent with any questions.

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

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# Closing on Your Home: Full Service to the Last Detail

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## Before Closing

### Agent

- Delivers contract copies to all parties and makes them available
- Collects and forwards earnest money
- Coordinates home inspection
- Follows up on all offer contingencies
- Assembles and forwards closing file
- Conducts final walk-through

### Buyer

- Obtains a pre-approved mortgage (**strongly recommended**); provides bank statements, W-2s and paystubs to lender
- Obtains hazard insurance
- Obtains certified funds for closing
- Conducts walk-through inspection of property with agent
- Accesses documents via HomeDocs\*

### Closing Service

- Orders payoff statement for existing mortgage and liens
- Reviews title commitment for errors and problems
- Works with seller to resolve any title problems
- Coordinates closing date and notifies all parties
- Prepares closing documents and settlement statement
- Sends copies of appropriate documents to all parties and makes them available via HomeDocs\*

### Mortgage Lender

- Completes loan application; verifies employment, credit and funds to close; file is analyzed and underwriting decision is given; funds for appraisal and credit report are collected
- Orders appraisal and title work
- Re-verifies funds needed to close
- Sends closing documents and loan proceeds check to lender's closing agent

### Title Service

- Orders title research package
- Examines title
- Prepares title commitment and forwards to all parties
- Conducts final tract search

### Seller

- Satisfies contingencies
- Resolves any title problems
- Accesses documents via HomeDocs\*

\*With signed HomeDocs™ addendum. Title and mortgage documents also available when Edina Realty Title and Edina Realty Mortgage are used.

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

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# Determining Your Property's Value

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A Competitive Market Analysis (CMA) is created to estimate the value of your home – under current market conditions. It's a very time-sensitive report that looks at the attributes of your property, as well as other relevant properties in your area.

## **Active Listings**

The more properties available, the more competition you have for buyers.

## **Sold Listings**

Compare the sale prices of homes with their list prices, and you'll see the strength of the market.

Ultimately, a home's value is determined by the highest agreed-upon price between a buyer and a seller.

## **Expired Listings**

Homes that are priced higher than the market supports often result in few showings and no sale.

Apply CMA data to ensure your property is priced to actively attract buyers, not just sit on the market.

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

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# Pricing: How Soon Do You Want to Sell?

---

If a property is overpriced by even 5 or 10 percent, it will stay on the market longer than others priced closer to fair market value. Your Edina Realty agent can help you price your property correctly from the beginning!

*Fair Market Value: The price a property can realistically be sold for, based on sale prices of comparable properties in the same area.*



- Priced High
- Fewer potential buyers
- Longer time on the market
- Requires price reductions to sell

Ideal Pricing Zone

- Priced Low
- Substantially more potential buyers
- Better chance for quick sale
- Possibility for multiple offers

The edge you need.

**Edina Realty**

a Berkshire Hathaway affiliate

# Fee Schedule/Term

The commission fees that will be charged to The City of Ramsey for the marketing and selling of the properties are based on a percentage of sales prices, paid upon successful closings.

**Edina Realty** is a Full Service marketing company, and would have full discretion and direction of the marketing. The City can offer input, but ultimately **Edina Realty** would make all final decisions regarding marketing.

**Edina Realty** fee is 7% on Residential properties

10% on Vacant Land properties

And we use a sliding scale on Commercial properties based on sales price

**Example:** \$1,000,000 or less=7%

\$1-2,000,000= 6%

\$2,000,000+=5%

**\*\*Since the City of Ramsey will be selling multiple properties, **Edina Realty** will charge 6% for all property sales. \*\***

**Edina Realty** would be seeking an Exclusive Right to sell Brokerage agreement. Our **Co-Broker** fees would be negotiated between any Broker **Edina Realty** decided it might Co-Broker with.

Any compensation received on behalf of **Representing/or Facilitating** on behalf of City of Ramsey on any purchases, would be negotiated by **Edina Realty** and Cooperating Broker and paid by seller to **Edina Realty**.

Our Marketing term is a 2 year minimum term.

There will be no upfront fees, or carry over fees.

The Seller would pay all normal and customary title service and closing fees. **Edina Realty** Title would offer a proposal for all closing and title service fees.

**\* Realtors are Independent Contractors and this proposal is not binding on any other Edina Realty Sale Associates proposal if any.**

# Scope of Services

**Edina Realty** will work with the city of Ramsey on strategies for marketing, pricing and the sale of City owned properties.

The marketing company will have all final decision regarding marketing.

**Edina Realty** will help develop and distribute a list and maintain all marketing materials and related information.

**Edina Realty** will conduct a basic market analysis for City owned properties for sale.

**Edina Realty** will manage all relationships with prospective buyers, including responding to inquiries, showing properties, answering questions for prospects, conducting negotiations, managing Real estate Transactions.

**Edina Realty** will analyze offers from potential buyers and provide to the City Council for recommendations.

**Edina Realty** will provide regular activity updates verbally to the City of Ramsey development team 2 times per month minimum and electronically 1 time per quarter at a minimum.

**Edina Realty** will handle customary Real Estate Broker activities and services.

**Note:** It is not the objective of Edina Realty to provide Development management services, re-branding services, in-depth market analysis reports, engineering services, website management, strategic/master planning of advanced marketing materials, beyond services ordinarily provided.

# Conflict of Interest/Good Standing

**Edina Realty** will not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with our ability to exercise Independent/Objective judgment in the best interest of the City. We will outline any conflicts of interest that may exist for our firm in relation to providing Real Estate Services to the City.

**Edina Realty** is compliant with Federal, State, County and Local units of Government, which specifically includes good tax payment status and good corporate registration status.

Corporate and tax registration ID: 41-0809124

## In Conclusion:

**Edina Realty's** Marketing will be led by a team of agents designated by the Team Leaders for the specific range of services expected.

The supervision/Team Leaders will be led by:

**Jan Hettwer -Dummer** Managing Broker of the Anoka Coon Rapids Edina Realty Office

*Board of Director, Minnesota Association of Realtors, 2011*

*"Realtor of the Year", North Metro Realtor's Association, 2008*

*"Richard Borden Broker Award", North Metro Realtor's Association, 2000*

*"Distinguished Service Award", North Metro Realtor's Association, 1998*

**Kevin Miller**, Managing Broker of the Blaine Edina Realty Office

1985-Present Continuous Real-Estate Education (over 28 years of Real Estate Experience in Residential, Commercial, New Construction, Brokerage activity.)

- \* Achieved Broker Designation
- \* RE/MAX Manager Training program
- \* Earned General Contractors License, State of Minnesota
- \* Earned Distinguished REALTOR Designation
- \* Earned Distinguished GRI Designation (Graduate REALTORS Institute)
- \* Earned Distinguished CRS Designation (Certified Residential Specialist)
- \* Earned Distinguished ABR Designation (Accredited Buyer Representative)
- \* Member of the Builders Association of the Twin Cities (Batc)
- \* Member Minneapolis Area Association of Realtors (maar)
- \* Member St. Paul Area Association of Realtors (spaar)

Contact # for Kevin: 763-795-1900 [kevinmiller@edinarealty.com](mailto:kevinmiller@edinarealty.com)

Jan: 763-755-1300 [janhettwerdummer@edinarealty.com](mailto:janhettwerdummer@edinarealty.com)

\* **Realtors are Independent Contractors and this proposal is not binding on any other Edina Realty Sale Associates proposal if any.**

11/27/2013

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Dear City of Ramsey,


Arthur Grant Realty is pleased to submit this proposal in response to your request for real estate brokers/firms to sell real property in the City of Ramsey. Arthur Grant Realty is a family owned real estate office in Ramsey with over 72 years of combined real estate sales experience. Our office is combined with 5 real estate agents and 2 office support staff. My entire staff lives and works in Ramsey. We all have a strong interest in the future of Ramsey and to make it a better community to live in.

With the real estate market slowing in recent years, you will need a company who has proven experience and a recognizable, reputable name to sell your properties. Because we live and work in Ramsey, we can offer solid sales experience with an in depth knowledge of our local area.

Arthur Grant Realty's experience, reputation, knowledge and marketing skills make us the best real estate broker you will find in the Ramsey area.

We strongly believe our proposal has been thoroughly outlined and will meet or exceed all of your expectations and requirements. We look forward to the opportunity to meet with you in person to discuss what Arthur Grant Realty can do for the City of Ramsey. Thank you for your consideration and for putting your trust in Arthur Grant Realty.

Sincerely,



Jeff Johnson  
Broker/Owner  
Arthur Grant Realty  
612-867-6111  
[Team@ArthurGrantRealty.com](mailto:Team@ArthurGrantRealty.com)  
[www.ArthurGrantRealty.com](http://www.ArthurGrantRealty.com)



Arthur Grant Realty  
14245 Saint Francis Blvd. Unit 103  
Ramsey, MN  
55303

(PH) 763-427-2727  
(Cell) 612-867-6111  
(FX) 763-374-9388  
[www.ArthurGrantRealty.com](http://www.ArthurGrantRealty.com)

## City of Ramsey Real Estate

11/27/2013

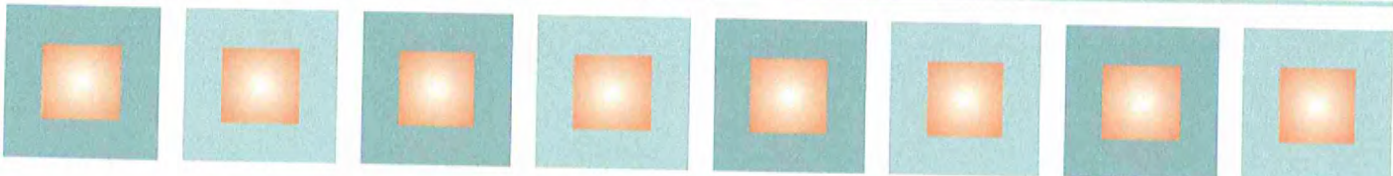
Prepared for: City of Ramsey  
Prepared by: Jeff Johnson  
Broker/Owner of Arthur Grant Realty

## DESCRIPTION

Hiring Arthur Grant Realty to supply real estate services to the City of Ramsey for the highest possible price in the shortest amount of time.

Proposal Number: 1

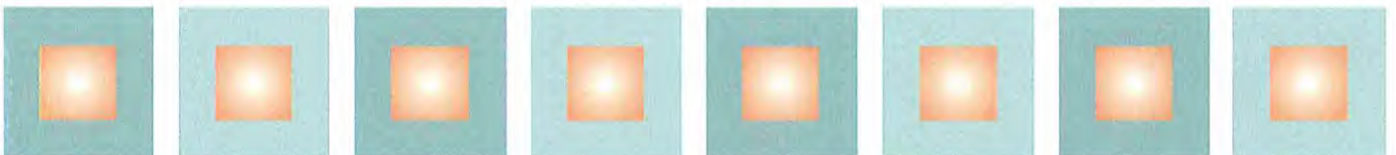
 [www.ArthurGrantRealty.com](http://www.ArthurGrantRealty.com)





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## EXECUTIVE SUMMARY

### The Objective...

Sell all of the city of Ramsey's real property that is currently available.

- **Need #1:** Work with the city on strategies for marketing, pricing and the sale of city owned properties.
- **Need #2:** Assist the city on market analysis for city owned properties available for sale.
- **Need #3:** Manage relationships with prospect buyers including: responding to inquiries, showings property, negotiations, and managing real estate transactions.
- **Need #4:** Provide activity updates to the city's development team and to the city council.

### The Opportunity...

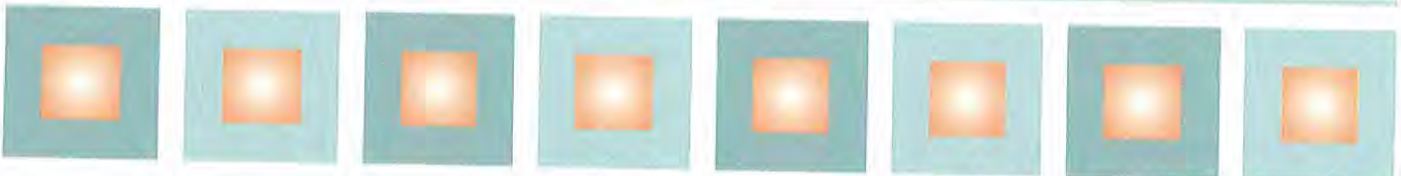
To showcase the City of Ramsey and the available real property.

- **Goal #1:** Achieve market exposure in the area.
- **Goal #2:** Promote the city's real property as coveted real estate in the area.
- **Goal #3:** Establish a marketing presence for potential buyer informational purposes.

### The Solution...

Hire the best real estate broker and establish solid marketing.

- **Recommendation #1:** Contract with Arthur Grant Realty.
- **Recommendation #2:** Approve marketing plans for available real property.
- **Recommendation #3:** Have continued communication with Arthur Grant Realty during the sales process of each property.





## Background

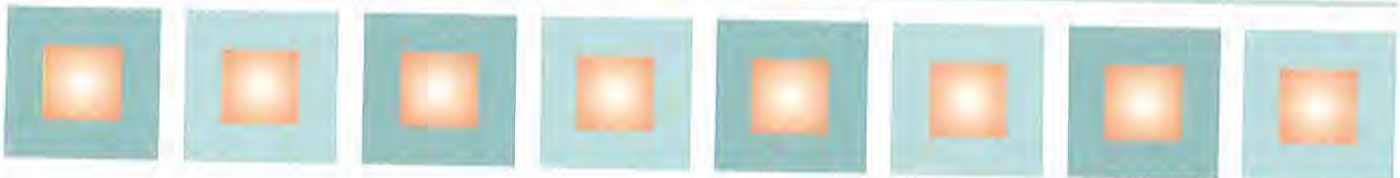
Arthur Grant Realty provides a full spectrum of real estate services including the sale of land, residential or commercial in the Twin Cities.

Our professionals have been involved with real estate transactions in the Twin Cities with over 72 years of combined real estate experience. Arthur Grant Realty has been an important part of the local community since its inception and continues to serve all of the area's real estate needs.

Our high caliber professionals have extensive experience and knowledge about the local real estate market. They have diverse backgrounds and are dedicated to providing the highest quality service to our clients.

Our office located in Ramsey is fully equipped with an integrated network of the latest technology providing the best information and service for today's fast paced market. We have instant access to all of the regional Multiple Listing Services, Public Record Searches, and other tools and services that our agents need in order to better serve you. We use all the latest in marketing techniques including: marketing listings on multiple websites including realtor.com, email blasts, facebook, print advertising, mailers, and printed material.

In addition to our agents and brokers, we also have two full time staff members to accommodate any and all of your needs. They help coordinate meetings, set schedules, answer your calls if your agent is unavailable, and help to ensure the timely processing and delivery of all your documents.





## COST SUMMARY

### Marketing Costs

MLS Listing	\$0
Print Materials	\$0
Print Publications	\$0
Website Listings	\$0
Internet Marketing	\$0

**Total Marketing Costs:** \$0

### Sales Costs:

Commission to Arthur Grant Realty	2.5%
Commission to Arthur Grant Realty	2.5%

**Total Sales Costs:** 5%

**TOTAL AMOUNT** \$0 plus 5% commission

All fees for services will be paid through commission fees at the time of closing. There will be no additional fees collected by Arthur Grant Realty monthly or at closing. Any other requests for work on special projects/additional services will be negotiated at the time of the request. There would not be any carry over fees unless a property is under contract and is being closed after our contract ended.

**Contract Terms:** Because the city has expressed its desire to not enter into a long-term contract, Arthur Grant Realty would welcome the opportunity to offer a 6-month contract that could be renewed every 6 months by both parties. It is both the City of Ramsey and Arthur Grant Realty's goal to have a long-term positive relationship, but we know that we must earn this partnership.





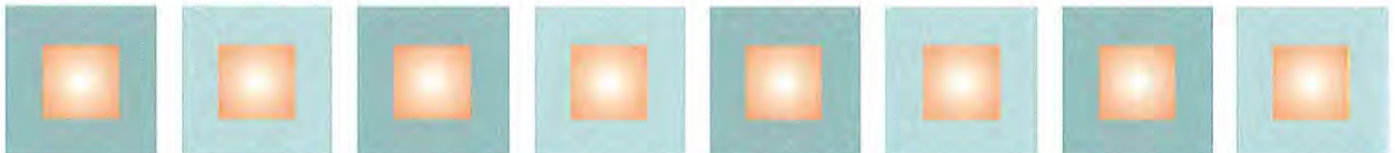
## **CONFLICT OF INTEREST AND GOOD STANDING**

### **Conflict of Interest**

Arthur Grant Realty is not aware of any conflicts of interest with the City of Ramsey amongst any of its employees.

### **Good Standing**

Arthur Grant Realty is in good standing with all Federal, State, County and local units of government. In addition, Arthur Grant Realty's taxes are paid to date and our corporate registration is also current and in good standing.





# MARKETING PLAN

Arthur Grant Realty uses a variety of methods to market our properties. Some of the methods we have used are as follows:

- E-mail Marketing
- Printed Material
- Listed on MLS
- Signs on properties
- Open Houses when it is appropriate
- Flyers to neighbors
- Internet marketing
- Advertising on multiple real estate websites:
  - Arthur Grant Realty.com
  - Realtor.com
  - Social Media: Facebook, Twitter, Google+
  - Yahoo Real Estate
  - Zillow
  - Trulia
  - Local.com
  - Hotpads.com
  - Cooperating Broker Sites (Re/Max, Coldwell Banker Burnet, etc.)

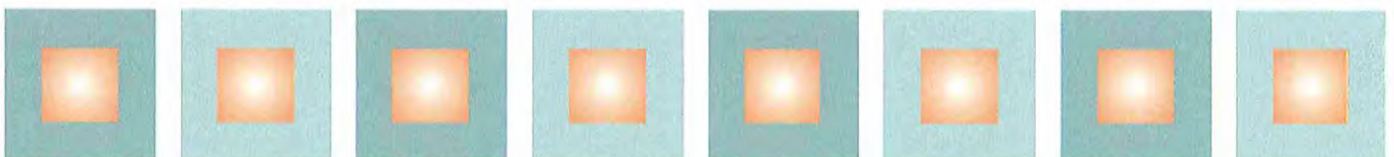
Prior to marketing any of the City of Ramsey's properties, our team of experts would take the opportunity to sit down with the City of Ramsey and go over expectations and goals, so we can market the properties to the best of our ability and to your liking. We feel that good communication is key to a healthy partnership.





## **Arthur Grant Realty**

14245 Saint Francis Blvd. Unit 103  
Ramsey, MN 55303  
(PH) 763-427-2727  
(FX) 763-374-9388  
[www.ArthurGrantRealty.com](http://www.ArthurGrantRealty.com)





## Chris Fritch

1740 116th Ave NW, Coon Rapids, MN 55448  
chrisfritch@kw.com

Nov 14, 2013

Patrick Brama  
City of Ramsey  
7550 Sunwood Dr  
Ramsey, MN 55303  
763-433-9903  
pbrama@ci.ramsey.mn.us

RE: Real Estate Broker

To Patrick Brama

I'm contacting you in regards to the Real Estate Broker proposal to sell real property located within the city of Ramsey. I am very interested in serving as the City's commercial real estate agent. I have been a resident of Ramsey for over 20 years.

My relevant qualifications include my CCIM Designation in Commercial Real Estate. Also of note is my position as Commercial Director for KW Commercial Real Estate in the Coon Rapids market center. In this role, I am responsible for all commercial transactions in this market center. And during my 26 year experience, I have completed numerous transactions including lease and tenant representation, various property and land sales in which have been very successful.

I have the ability to provide extensive and comprehensive research and marketing utilizing tools exclusive to me as a subscriber to CoStar, MnCar, Loopnet, CIMLS, and CCIM among others. I include digital marketing as well as high quality brochures and marketing materials.

With my skill set and proven track record, I can be a very valuable asset to the City of Ramsey.

Thank you in advance for your consideration.

Best Regards,  
Chris Fritch  
Director KW Commercial  
Associate Broker



## Summary

I am an expert in Commercial Real Estate sales and tenant representation dedicated to giving clients "First Class" professional service and honest advice, enabling them to make sound financial decisions in the sale and purchase of real estate.

## Highlights

Sales presentations  
Honest and ethical  
National Association of Realtors  
Commercial properties specialist  
SPAAR Board of Realtors  
Negotiations expert  
Highly professional

Some of my clients include:

Octane Fitness  
Atlas Pet Supply  
Kennedy Scales  
Partners in Dentistry  
Premier Bank  
GoWest Commercial  
First Regions Bank  
First National Bank of Elk River  
Liberty Title  
American Brightworks  
Peoples State Bank

## Accomplishments

As the Director for KW Commercial, I joined KW Commercial in 2008 to lead the development and growth of the company's new commercial division. I am a proven leader of character and integrity, and demand excellence as a standard. With more than two decades of real estate experience, I have an excellent record of building successful transactions across Minnesota. Aggressive, disciplined and a highly motivated sales professional, I approach every assignment with the goal of creating 100% client satisfaction. I pride myself in repeat business and referrals. As a director for KW Commercial, I focus on new development, landlord representation, leasing, user sales and investment sales in the Twin Cities. As an active member of the community, I belong to the North Metro and Anoka Chambers of Commerce, St Paul Realtors Association and am a CCIM Designee. I am also actively involved in the Anoka Hockey Program.

## Experience

### **Commercial Director Real Estate Sales**

September 2008 to Current

**KW Commercial** - Coon Rapids, MN

### **Commercial and Residential Real Estate Sales**

May 1988 to September 2008

**ReMax Associates Plus** - Coon Rapids, MN

## Education

**CCIM Designation: Certified Commercial Investment Member, 2008**

**CCIM Institute**

**Graduate of the Real Estate Institute: GRI**

**Certified Residential Specialist: CRS**



## Chris Fritch

1740 116th Ave NW, Coon Rapids, MN 55448  
chrisfritch@kw.com

### Fee Schedule/Term:

Commission Fees: My required commission fee is 6%.

Broker Administration Fee: required is \$399.00 per transaction.

Carry Over Fees: none required.

Contract Term: one year with a yearly renewal option.

Early Termination: none required.

No other fees required at this time but are negotiable upon time of request.

Conflict of Interest: None foreseen.

Good Standing: North Metro Investments, LLC is DBA KW Commercial Real Estate and is compliant with all state and federal tax and registration status.

Per your request, I will:

- work with and advise the City on strategies for marketing, pricing and the sale of City owned properties.
- Develop, distribute, list, and maintain real estate marketing materials.
- Conduct an extensive market analysis for City owned properties that are available for sale.
- Manage all aspects of communications and relationships with prospective buyers.
- Analyze offers from potential buyers and provide recommendations to the City.
- Provide regular updates to the City's development team bi-weekly verbally and in writing to the City Council at least once per quarter.
- Handle any other customary real estate broker activities and services.

Sincerely,  
Chris Fritch  
Director KW Commercial  
Associate Broker  
763-746-3996  
chrisfritch@kw.com

Director, KW Commercial  
Keller Williams Classic Realty



## EDUCATION - BACKGROUND

### 2008-Ongoing

CCIM Designee 2011

### 2008-Present Day

KW Commercial Director

### 1988-2008

Remax Associates Plus

## SOME OF CHRIS'S REPRESENTED CLIENTS

- Octane Fitness
- Atlas Pet Supply
- Kennedy Scales
- Partners in Dentistry
- Premier Bank
- GoWest Commercial
- First Regions Bank
- First National Bank of Elk River
- Liberty Title
- American Brightworks
- Peoples State Bank

## SUMMARY

Chris Fritch, a Director for KW Commercial, joined KW Commercial in 2008 to lead the development and growth of the company's new commercial division. Chris is a proven leader of character and integrity, and demands excellence as a standard. With more than two decades of real estate experience, Chris has a proven record of building successful transactions across Minnesota. Aggressive, disciplined and a highly motivated sales professional, Chris approaches every assignment with the goal of creating 100% client satisfaction. Chris prides himself in repeat business and referrals. As a director for KW Commercial, Chris Fritch focuses on new development, landlord representation, leasing, user sales and investment sales in the Twin Cities. As an active member of the community, Chris belongs to the North Metro and Anoka Chambers of Commerce, St Paul Realtors Association and is a CCIM Designee. He is also actively involved in the Anoka Hockey Program. In his spare time, Chris enjoys spending time with his family, hunting and fishing. Chris, his wife and two children live in Ramsey, Minnesota.



CHRIS FRITCH  
763-746-3996  
chrisfritch@kw.com  
wwwchrisfritch.com

When you list your commercial property with KW Commercial, these top real estate commercial websites will automatically market your listing. KW Commercial has formed these business relationships to help feature your property, market it effectively, and provide the best opportunities to get it sold or leased quickly.





## TESTIMONIALS

“Chris Fritch is well respected in the industry , great integrity and will work to resolve or obtain the required or stated goals for the project. Highly recommended.” - Brett Hanson, Signline

"Chris Fritch was instrumental in locating a new building for my business. His knowledge of the industry, exceptional work ethic and his ability to work with difficult issues made it a much easier process. I would definitely recommend working with Chris. He's an efficient realtor and is confident in his work." - Paul Berning, Kennedy Scales, Inc.

“Chris did a great job helping us find our new building for Octane. He did a nice job uncovering properties in our area that fit our budget and space requirements. One of the biggest values Chris brought was making sure all competitive bids were an ‘apple to apples’ comparison. Chris is diligent and a pleasure to work with. Hopefully we won’t be moving soon – but when we do we will definitely be calling Chris.”

*Fueled,*

*Tim Porth*

EVP Marketing and Product Development

“We worked with Chris as our representative on the search for a new property for our business. This happened over a period from June 2010 - December 2010. Chris is very professional. He tries to really understand the needs of the customer. He works hard and follows up appropriately. He worked well with people at various levels of our organization. Chris knew the local market well. He had insights on the availability of locations as well as the reputations of potential landlords. He made solid recommendations to us while at the same time allowing us to make the final decision. Chris is a person of high integrity who has the interests of his customer at the forefront. I have had great experiences on multiple occasions working with Chris.” -

Dennis Lee, Octane Fitness



“Chris Fritch and his team listed a number of commercial properties for Premier Bank. He was able to sell them in a relatively quick time period at what we thought were decent prices. The team is very friendly and very supportive to the community. I would recommend Chris and his team to anyone looking to buy or sell a commercial property.”

Brain Carnes

Vice President

Premier Banks

“Chris was referred to Finnesse Partners as someone who would be an excellent commercial realtor to help us find a space of our own to move our new company. After the initial meeting with Chris he knew what we were looking for and went to work. In a very short time, Chris found an amazing office and in the perfect location. It was a space that we could make completely our own as it was open for reconstructing. He worked hard to negotiate pricing terms and length of lease, including helping to get us into our new space as quickly as possible. We simply love our new office and consider it our "home away from home".

Chris did an exceptional job at really hearing what we wanted and working hard to accomplish what was needed. We could not be happier with the professionalism and dedication he had to us as clients.”

Julie Strantz

Director of Business Operations

# Real Estate Services Proposal



**Prepared Especially for:**

**City of Ramsey**

7550 Sunwood Drive NW  
Ramsey, MN 55303

**For marketing the property located at:**

Various Land Parcels

**Prepared by:**

**Rick Bandimere, CRS, CDPE, SFR, E-Pro  
Broker/Owner**

**Keller Williams Classic Realty**

1740 116th Avenue NW #100  
Coon Rapids, MN 55448

**Office:** 763-746-4944

**Office Fax:** 763-757-5883

**Direct:** 763-746-7644

**Email:** Rick@TheBandimereTeam.com

**Website:** www.thebandimere.com

**Date:** November 27, 2013

November 27, 2013

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Dear Selection Committee:

Keller Williams Classic Realty is extremely excited about the opportunity to serve the city of Ramsey and to help liquidate the various Residential and Commercial lots throughout your city. Keller Williams Classic Realty is positioned to assist you in the sale of all of your Residential, Commercial and Industrial lots.

As the Broker of Record for Keller Williams Classic Realty, you will have a sales force of over 140 Realtors that reside and work in your city.

The Residential lots will be marketed directly to builders and the public. We will have builder options available for the public and the lots will not be exclusive to a builder(s). The Commercial and Industrial lots will be marketed by KW Commercial Division which is under our Brokerage. You will receive expert knowledge of what is required for those lots to be sold for top dollar and marketing plans directly to the appropriate target market. Chris Fritch with KW Commercial will handle those lots.

I appreciate the opportunity to earn your business and look forward to meeting with you again.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Bandimere'.

Rick Bandimere, CRS, CDPE, SFR, E-Pro  
Broker/Owner, REALTOR®



## Resume

*Rick Bandimere*

### **Experience:**

1984 Real Estate Licensing; Broker since 2003  
Opened Keller Williams Classic Realty in Coon Rapids, MN in 2003  
Broker/Co-Owner of Keller Williams Classic Realty  
Co-Owner of Keller Williams Classic Realty NW, Maple Grove MN

### **Affiliations:**

Acting Director for the National Association of Realtors  
Director with the St Paul Area Association of Realtors  
Past President of North Metro Realtors Association and SPAAR  
Super Agent Award: 2004,2005,2006,2009,2010, 2011 and 2012

### **Designations:**

1995 Certified Residential Specialist Designation (CRS)  
NAR E-Pro Designation and Accredited Buyer Representative (ABR)  
Certified Distressed Property Expert (CDPE)  
Short Sale and Foreclosure Resource Certification (SFR)

### **Community:**

Resident of Anoka and Ramsey Counties since 1958  
Past Youth Coach in Coon Rapids & Blaine Athletic Organizations  
Former Varsity Baseball Coach at Epiphany Catholic School  
Founding President of the Coon Rapids Central Little League

### **Personal:**

Married since 1979 to High School sweetheart  
One son, Adam, Married to Molly "Simonson" Bandimere  
Granddaughter named Morgan  
Baseball and Football Fan. Love Classic Cars, Golf and Traveling

## What I Deliver

### Communication

Your needs always come first. I provide the service we agree to, in the ways that work for you. Whether once a week or once a day, by phone, email, or text message, that's how we'll do it.

You'll always be kept in the loop. From listing to closing, you'll know the status of our marketing efforts, the offers on the table, and the steps leading to a successful closing once an offer is accepted. We'll agree on the communication method that works best for you.

### Experience and Expertise

The complexities of your real estate transaction will be well-handled. Smoothing the way for your listing and sale, I will capably remove many potential challenges before they have the opportunity to appear.

### Marketing

Your home will get the exposure it deserves. My marketing systems maximize your property's exposure to buyers. Neighborhood tracking tools and automated buyer calling systems allow me to reach active buyers who want to know about your listing.

### Pricing

Your home will be priced right, adjusted as needed, and will sell quickly. With a keen understanding of both the big picture and the very latest local and neighborhood listing and sales data, the information you need is at my fingertips.

### Staging

Your home will put its best foot forward. Homes sell because of correct pricing and great presentation. I know what it takes to make the terrific first impression that will get your home sold.

### Satisfaction

I'll guarantee your satisfaction. Our relationship is dependent on meeting and exceeding your needs. We identify those needs together, and my cancellation guarantee protects your right to end our relationship if you're disappointed.



**Rick Bandimere, CRS, CDPE, SFR, E-Pro**

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Website: [www.thebandimere.com](http://www.thebandimere.com)

City of Ramsey  
Selection Committee

RE: Real Estate Broker Services

11/27/2013

**FEE SCHEDULE/TERM:**

Commission will be at 6% of the sales price paid at the time of closing  
We will be paying out 45% of that commission to the Brokerage representing the buyer  
There will be No other Fees or Compensation required  
There will be NO carry over fees

**CONTRACT TERM:**

The contract term will be for 365 days  
If for any reason you are dissatisfied with our Real Estate services, we will correct them within 48 hours or release you from the contract

**CONFLICT OF INTEREST:**

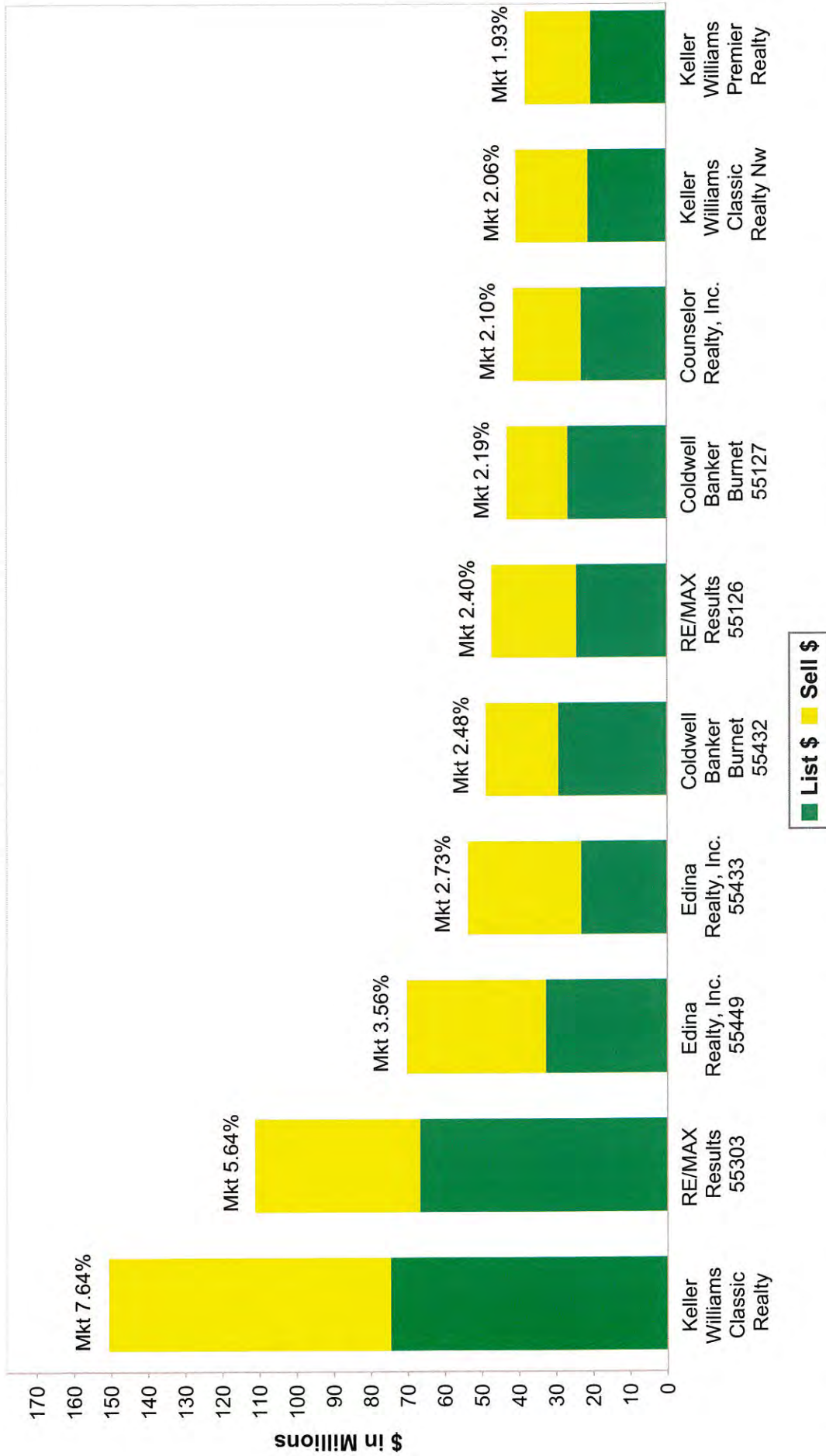
There are no conflicts of Interest in representing the City of Ramsey

**GOOD STANDING:**

Keller Williams Classic Realty is the #1 Selling Real Estate Office in Anoka County and we are in 100% Good Standing with the State of Minnesota, the Minnesota Association of Realtors, the Regional Multiple Listing Service and any other governing agency.

# Market Share Totals Total \$ Volume (By Office)

Keller Williams Classic Realty



MLS: RMLS\_MN Date: 01/01/2013 - 11/27/2013 Type: Office Status: Sold Price: All Bedrooms: All Bathrooms: All  
 Property Types: Residential: (Single Family - One Story, Single Family - Two Stories, Single Family - 1 1/2 Stories, Single Family - 4+ Level Split, Single Family - Mod 2 Story, Single Family - 2+ Stories...  
 Counties: Anoka  
 Construction Type: All

# Market Share Totals

Keller Williams Classic Realty

## Total \$ Volume

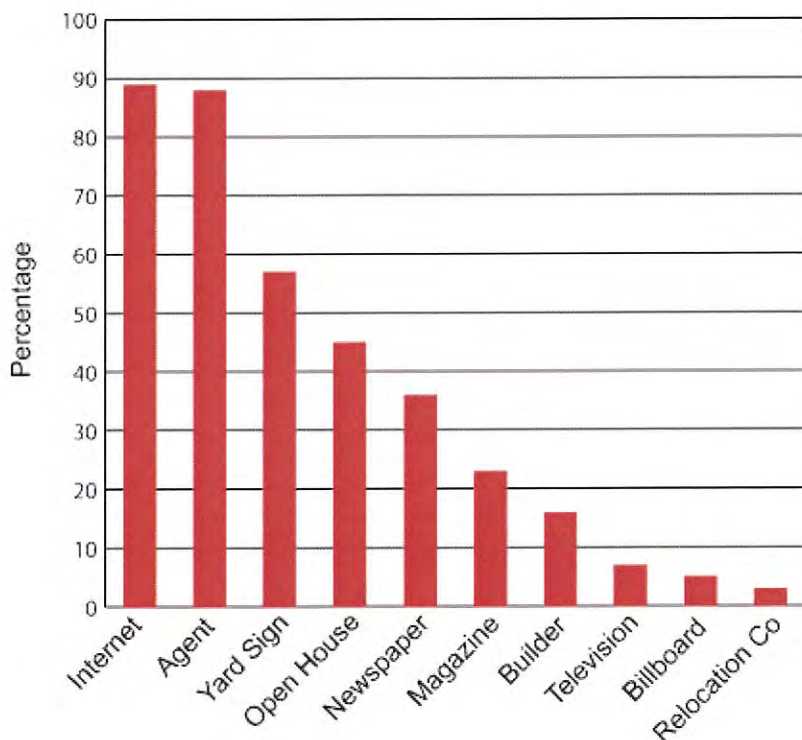
#	Name	ZIP	List #	List \$	Sell #	Sell \$	Total #	Total \$	Market Share %	Avg Price	DOM	Prod Agents (Total)	Prod Agents (Search)
1	Keller Williams Classic Realty	55448	341	74,589,150	377	76,189,120	718	150,778,270	7.64	209,998	56	113	105
2	RE/MAX Results	55303	316	66,622,675	205	44,670,271	521	111,292,946	5.64	213,614	56	58	60
3	Edina Realty, Inc.	55449	161	32,702,661	184	37,565,668	345	70,268,329	3.56	203,676	69	43	47
4	Edina Realty, Inc.	55433	116	23,204,579	152	30,611,787	268	53,816,366	2.73	200,807	38	28	31
5	Coldwell Banker Burnet	55432	157	29,314,984	91	19,627,904	248	48,942,888	2.48	197,350	49	50	44
6	RE/MAX Results	55126	94	24,431,086	92	22,901,121	186	47,332,207	2.40	254,474	56	41	32
7	Coldwell Banker Burnet	55127	86	26,733,846	59	16,460,009	145	43,193,855	2.19	297,889	46	48	28
8	Counselor Realty, Inc.	55448	98	23,089,092	94	18,327,514	192	41,416,606	2.10	215,711	59	31	27
9	Keller Williams Classic Realty Nw	55369	98	21,190,258	96	19,477,107	194	40,667,365	2.06	209,626	71	116	64
10	Keller Williams Premier Realty	55110	102	20,395,782	83	17,735,089	185	38,130,871	1.93	206,113	49	98	51
<b>Subtotals/Averages</b>			<b>1,569</b>	<b>342,274,113</b>	<b>1,433</b>	<b>303,565,590</b>	<b>3,002</b>	<b>645,839,703</b>	<b>32.73</b>	<b>215,136</b>	<b>55</b>	<b>626</b>	<b>489</b>
<b>MLS Totals/Averages</b>			<b>5,010</b>	<b>986,605,939</b>	<b>4,999</b>	<b>986,605,938</b>	<b>10,009</b>	<b>1,973,211,877</b>	<b>100.00</b>	<b>197,144</b>	<b>54</b>	<b>8,026</b>	<b>3,167</b>

## How Buyers Find the Home They Purchase

Buyers find the home they purchase primarily by looking on the Internet and by asking real estate agents.

An excellent agent with a terrific Internet marketing program is your best path to a sale.

### Information Sources Used in Home Search



From National Association of Realtors, Profile of Home Buyers and Sellers, 2010



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Website: [www.thebandimereteam.com](http://www.thebandimereteam.com)

## Why Keller Williams Realty

### Technology

Leading-edge tech tools and training give me the edge in effectively marketing your property online, 24 hours a day, seven days a week! Through KW's exclusive Keller Williams Listing System (KWLS), your property is fed to more than 350 online search engines and available on KW's Web network of more than 76,000 sites.

Best of all, because of Keller Williams Realty's "My Listing, My Leads" philosophy, every single Internet inquiry on your property will come directly to me so that I can follow up quickly on potential buyers for your property.

### Teamwork

Keller Williams Realty was designed to reward agents for working together. Based on the belief that we are all more successful if we strive toward a common goal rather than our individual interests. I'm confident that every Keller Williams professional shares the common goal of serving you, my client, in the best way possible.

### Knowledge

Keller Williams Realty helps me stay ahead of trends in the real estate industry through its comprehensive, industry-leading training and curriculum and research resources. It's what prepares me to provide you with unparalleled service.

### Reliability

Founded on the principles of trust and honesty, Keller Williams Realty emphasizes the importance of having the integrity to do the right thing, always putting your needs first. It reinforced my belief that my success is ultimately determined by the legacy I leave with each client I serve.

### Track Record

I'm proud to work for the fastest-growing real estate company in North America and the second-largest real estate company in the United States. It's proof that when you offer a superior level of service, the word spreads fast.



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Website: [www.thebandimere.com](http://www.thebandimere.com)

## Professional References

### Professionals

Gail Holt	Closer First American Title Company	763-785-9695
Cheri Libby	Senior Investigator MN Commerce Dept.	651-296-4026
Tracey Douglas	CEO North Metro Ass of Realtors	763-757-7230
John Mosey	President Regional MLS	651-251-5458
Ron Covert	CEO St Paul Area Ass. of Realtors	651-269-4706
Todd Butzer	Regional Director Keller Williams Realty	952-841-2269
Amy Ficocello	Senior Closer Land Title	651-697-6123
Pete Scherer	President Scherer Brothers Lumber	612-627-0871

### Past Clients

Adam and Jodi Evans	Multiple transactions. Andover, MN	763-862-0733
Josh and Kelly Stalvig	Multiple family transactions. Ramsey, MN	612-730-6229
Diane Weinhold	Multiple family transactions	763-717-2244
Gary and Elaine Briggs	Listed prior with another company.	763-350-9275
Gary and Tricia Frederickson	Relocated out of area. Nowthen, MN	763-229-5047
Brian Osowski	Multiple transactions. Andover, MN	612-363-4244
Gene and Carol Schaffer	Multiple transactions. Andover, MN	763-434-3037
Jim and Barbara Hurd	Two transactions. Blaine, MN	763-783-5848



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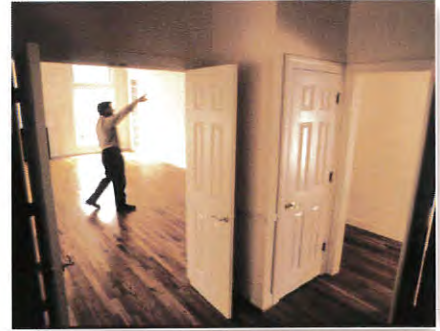
Website: www.thebandimere.com

## In Conclusion

When you choose **Rick Bandimere**  
you will receive:

- Excellent service and support.
- A market analysis of your home.
- A winning marketing plan.
- Every effort to sell your home promptly.
- The resources of Keller Williams Classic Realty.

## List Your Home Now with **Rick Bandimere!**



**Rick Bandimere, CRS, CDPE, SFR, E-Pro**

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November 27<sup>th</sup>, 2013

Attention: City Administrator  
7550 Sundwood Drive NW  
Ramsey, Minnesota 55303

**RE: SALE LISTING OF THE COR**

Dear City Administrator:

Pursuant to the City of Ramsey's Request for Qualifications (RFQ) dated September 30<sup>th</sup>, 2013, the retail sales & leasing team at Mid-America Real Estate-Minnesota, LLC have attached our response. We are very excited for the potential opportunity to work on such a sizeable and very important part of your community and believe you will find us to be the best suited to meet your retail land sale requirements.

As you may be aware, Mid-America Real Estate-Minnesota, LLC is a Minnesota Limited Liability Company focusing solely on retail real estate. We have been involved in the retail real estate community in Ramsey for the last several years, with the managing and leasing of Northstar Marketplace—one of Ramsey's premier retail centers. As of the date of this letter, Mid-America will no longer be managing or listing Northstar Marketplace as there is now new ownership of the property. We feel that because of this recent lack of conflict of interest, yet intimate knowledge of the retail real estate landscape in the area, we are uniquely qualified for this assignment.

Attached you will find a background of our company, personnel, marketing practices, and fee proposal for the listing of retail land in Ramsey and The COR. We would be grateful for the chance to move forward to the interview process with the selection committee and City Council. Please feel invited to contact us at your convenience with questions or to discuss this further.

We look forward to hearing from you after you have reviewed the attached.

Sincerely,  
MID-AMERICA REAL ESTATE-MINNESOTA, LLC

A handwritten signature in black ink, appearing to read 'Doug Sailor'.

Doug Sailor  
Managing Partner

A handwritten signature in black ink, appearing to read 'Mark Robinson'.

Mark Robinson  
Retail Specialist

A handwritten signature in black ink, appearing to read 'R. G. Wise'.

Robert Wise  
Retail Specialist



*PRESENTATION TO:*  
*The City of Ramsey*  
*For The Sale Listing Services*  
*Of*  
*The COR Development Parcels*

*Prepared by*



5353 Wayzata Boulevard, Suite 650  
Minneapolis, Minnesota 55416  
952.563.6600

Your retail future  
is our business





## **I. The Mid-America Group**

### **A. Overview**

## **II. Why Mid-America Group?**

### **A. Property Management**

### **B. Leasing / Tenant Representation**

### **C. Construction Management and Development Advisory Services**

### **D. Selected Portfolio Examples**

## **III. Team**

### **A. Team Members**

### **B. Team Members Resumes**

## **IV. Term and Compensation**

## Overview

Mid-America Real Estate Group has established a reputation as the premier retail real estate firm in the Midwest with offices in Illinois, Wisconsin, Minnesota, and Michigan. The ingredients for this success include:

- The recruitment and retention of top area professionals.
- The development and maintenance of the top retail information system group in the Midwest. This group provides Mid-America professionals, and their clients, with the most complete and current market data available. This function insures that Mid-America's clients stay ahead of their competition.
- A focus exclusively on the components of retail, without diversions in other areas of commercial real estate (office, industrial and multi-family).
- Established working relationships with virtually every institutional owner (pension funds, REIT's, insurance companies), private owner, developer and tenant that operates in the Midwest.

The Mid-America Real Estate Group Property Management and Leasing Teams have handled the leasing and management of more shopping centers than any other real estate company in the Midwest. ***Overall, Mid-America manages and leases over 60 million square feet of retail space.***

Mid-America Real Estate-Minnesota, LLC is a leader and guiding force in retail real estate for the Minnesota Market. We help local, regional and national retailers and restaurants optimize their market penetration and growth plans in the state and throughout the upper Midwest.

Our highly experienced team is involved in immediate and long range strategic planning, market analysis, demographic analysis, competition profiles, store sales trend analysis, relocation analysis, site selection, lease negotiation, land and property acquisition and construction management services.

Mid-America-Minnesota currently manages and leases over 6.7 million square feet throughout Minnesota and represents more than 39 national and regional tenants in the market.

Mid-America-Minnesota provides professional expertise in the following areas of retail real estate:

- **Property Management**
  - *Management control and reporting*
  - *Accounting and financial reporting*
- **Receivership Services**
- **Property Leasing and Sales**
  - *Merchandising plans for creating optimal tenant balance*
  - *Surplus Asset Disposition*
  - *Existing shopping centers, redevelopment and ground up*
- **Tenant Representation**
  - *Find ideal locations for large anchor or small space users*
  - *Compile the most successful retail plan for landlords and developers*
- **Construction Management and Advisory Services**
  - *Site Due Diligence*
  - *Site Planning*

- *Pro Forma/Budgets*
- *Development Team Selection, Negotiation & Management*
- *Entitlement Process Coordination and Management*
- *Financing Acquisition/Management*
- *Landlord/Tenant Development Liaison*
- *Construction Management*
- *Property Management Transition*

## Sales/Leasing/Tenant Representation

Mid-America-Minnesota is very active in all of the organized real estate groups throughout the Midwest, such as ICSC (International Council of Shopping Centers), MNCAR (Minnesota Commercial Association of Realtors), ULI (Urban Land Institute), and MSCA (Minnesota Shopping Center Association). We take a very active role in many of these organizations. In fact, Doug Sailor and Mike Sims (Principals of the Minnesota office), are both past presidents of the MSCA and Stefanie Meyer (Principal of the Minnesota office), is a board member of MNCAR as well as past recipient of the MSCA Broker of the Year Award. Doug was awarded the MSCA Hall of Fame award by his peers and Matthew Rieger (Principal of the Minnesota office) is a past recipient of the MSCA Property Manager of the Year award. Other members of the management and brokerage staff are past presidents and active board and committee members of MSCA, ICSC, and MNCAR. Given our market dominance, we are involved in several broker events annually either specific to a project or in conjunction with the more active tenant brokers within the marketplace. We make certain that we are very responsive and respectful in all of our business relationships.

Given the size of our respective companies and the quality of our people, no one has more, or better relationships with all of the active major retailers in the Midwest. Furthermore, through our ChainLinks affiliation and our sister companies, we have the ability to benefit from our national network of retailers throughout the country. With more than 39 Tenant Representation relationships and providing the leasing and/or management for more than 129 properties throughout Minnesota, we have very strong relationships with all the major national and regional retailers ranging from Wal-Mart, TJX, Cherry Berry, Regis Salons, Sam's Club, OfficeMax, Old Navy, Famous Footwear, and many others in all retail segments.

Mid-America-Minnesota provides leasing/sales agents for their clients on an assignment basis. All leasing/sales agents are assigned to specific properties. We strongly believe that this provides the best possible service and dedication to the property.

Our approach to each property assignment consists of:

- Market Analysis of the Location and Trade Area
- Development of Merchandising Plans
- Implementation of the Leasing or Sales Program
- Prospect/Retailer Outreach (Cold Calling)
- Mid-America Real Estate Group Website
- Property Signage
- Broker Outreach
- Marketing

## Marketing Process

### **Market Analysis of the Location and Trade Area**

- Comparable study of neighboring properties
- Demographic study
- Traffic patterns and vehicle per day counts
- Recommendation of categories of end users to target
- Initial focus on leasing existing vacancies, while also monitoring existing tenants for expansion opportunities

### **Implementation of the Sale/Leasing Program**

- For Sale/Lease signs placed on the property and window signs placed in each vacancy, labeling the SF available
- Marketing package designed and prepared in PDF format
- Cold Calls are made to prospective tenants, with a follow up email or mailer of the marketing package
- Email blasts are sent every 6 weeks in HTML format to the local brokerage community, reaching 400 – 500 brokers
- Attendance at ICSC-Las Vegas and Chicago annual conventions
- Property will be posted on the Mid-America website, MNCAR database and LoopNet with active links to the marketing package and demographic report

### **Sales/Leasing Follow-Up**

- Sale/Lease negotiations are conducted by the broker assigned to the property and coordinated with the Landlord/Owner
- Phone reports and written progress reports are presented to the Landlord as often as requested, with meetings held as often as also requested
- Tenant prequalification is done by collection of personal financial statements, individual and business credit reports, and business plans

## Construction Management and Advisory Services

### **Site Due Diligence**

Investigate, understand, organize, and report all documents relating to a proposed site development including: easement agreements, municipal right-of-way, environmental reports, soil reports, local and regional watershed regulations, zoning, maintenance agreements, exclusivity agreements, municipal support or challenges, etc.

### **Site Planning**

Maximize Gross Leasable Area (GLA) with market conditions. Balance tenant needs and requirements with owner's short and long term objectives. Analyze highest and best use of the site with an emphasis on tenant mix and synergy.

### **Pro Forma/Budgets**

Develop a quick and easy-to-use pro forma and budget that reflects real world scenarios for early identification of project viability and long term budget management.

### **Development Team Selection, Negotiation & Management**

Interview, select, conduct contract negotiations, and manage, from early stages of a project through completion, the development team including: architects, civil engineers, general contractors, lawyers, environmental consultants, landscape design consultants, etc.

### **Entitlement Process Coordination and Management**

Schedule, manage, and navigate the municipal process including: city staff meetings, neighborhood meetings, planning commission meetings, city council meetings, watershed committees, park and recreation councils, reciprocal easement and operation agreements, access agreements, departments of transportation meetings and traffic control agreements.

### **Financing Acquisition/Management**

Develop presentations and information packages for lenders and/or project investors for both construction and long term permanent financing. Assist with lender negotiations for acceptable project financing terms.

### **Landlord/Tenant Development Liaison**

Ensure owner and tenant lease obligations are carried out through the development process including: schedule reporting, mile stone dates, specifications, problem solving, and dispute resolution. Work with tenant representatives and commercial real estate brokers on behalf of owner.

### **Construction Management**

Manage construction process from general contractor selection, either by sealed bid process or negotiated bid, to value engineering and budget management, to construction draw payments and project close-out and inspection.

### **Property Management Transition**

Assist the transition from project development to long term property management. Coordinate day-to-day operations with early, long-term operation planning for ease of maintenance from HVAC systems to waste management to landscaping maintenance.

# WHY MID-AMERICA GROUP?

## SELECT PORTFOLIO EXAMPLES

The following summarizes a small portion of our current portfolio under management and leasing:

### EAGAN PROMENADE ~ EAGAN, MN



*Square Feet:* 279,610 square feet

*Owner:* Invesco Advisors, Inc.

This center is located at Yankee Doodle Road and Denmark Avenue. The property is anchored by Barnes & Noble, Byerly's, PetSmart, Bed Bath & Beyond, Office Max, Michael's, Old Navy, TJ Maxx, and a host of other retailers.

### TAMARACK VILLAGE ~ WOODBURY, MN



*Square Feet:* 758,806 square feet

*Owner:* Tamarack Village Shopping Center, a Minnesota limited partnership

Established regional center located off Highway 94 and Radio Drive. Retail tenants include Cub Foods, JC Penney, Dick's Sporting Goods, Men's Wearhouse, Bath & Body Works, Bed Bath & Beyond, Office Max, Gordans, PetSmart, JoAnn Fabric, Carters, Babies R Us, Lands' End, Home Depot, Old Navy, Pier 1, Ulta, and many more.

### WOODBURY VILLAGE ~ WOODBURY, MN



*Square Feet:* 330,077 square feet

*Owner:* Woodbury Village Shopping Center, a Minnesota limited partnership

This Target anchored center is located at the intersection of I-494 and Valley Creek Road. Consist of the West Shops, North Shops, Shoppes of Woodbury Village, and has land available. This center offers a diverse mix of national brands, local retailers and eateries.

# WHY MID-AMERICA GROUP?

## EAGAN TOWN CENTRE ~ EAGAN, MN



*Square Feet:* 154,000  
*Owner:* RREEF Funds

This grocery anchored center is located in the southeast quadrant of Highway I-35 and Yankee Doodle, just 15 miles south of St. Paul. This is a "Value" oriented center. Rainbow Foods is a discount/value grocer. The tenant mix consists of Big Lots, Big Top Liquor, Sear's Home Town Store, Erik's Bike Shop and other value oriented and neighborhood convenience businesses.

## NORTH BRANCH MARKETPLACE ~ NORTH BRANCH, MN



*Square Feet:* 157,295 square feet  
*Owner:* North Branch Market Place, LLC

This property is anchored by County Market and Shopko and is located off of St. Croix Trail. It is the primary grocer and retail center in town. It has excellent freeway exposure and access. Tenants include Dickey's Barbeque Pit, Holiday Gas, Verizon, Papa Murphy's, Don Julio Authentic Mexican and others retailers.

## SHOREWOOD VILLAGE SHOPPING CENTER ~ SHOREWOOD, MN



*Square Feet:* 160,000  
*Owner:* Shorewood Village Shopping Center, LLC

This well established center serves an exclusive area of the western suburbs of the market and was recently repositioned and renovated with the addition of Cub Foods. It includes 62,000 square feet of small and medium sized retail.

# WHY MID-AMERICA GROUP?

## DUNKIRK SQUARE ~ MAPLE GROVE, MN



*Square Feet:* 147,713 square feet

*Owner:* Dunkirk Lane Maple  
Grove, LLC and Dunkirk Square  
Lot 2, LLC

This redeveloped center is located at the intersection of Dunkirk Lane North and County Road 30 in Maple Grove. Dunkirk Square consists of six parcels and currently contains five buildings. Retail tenants include White Castle, Valvoline, Discount Tire, Metro Self Storage, Big Lots, and other retailers.

## SHINGLE CREEK CROSSING ~ BROOKLYN CENTER, MN



*Square Feet:* 279,610 square feet

*Owner:* Gatlin Development Company

The Twin Cities newest regional power center is located on Highway 100, Bass Lake Road, and Brooklyn Boulevard. This center offers outstanding visibility and access to over 80,000 vehicles per day. The center is anchored by Wal-Mart, Sears, and Kohls.

THE FOLLOWING IS A FULL LIST OF OUR CURRENT LEASING/MANAGEMENT PORTFOLIO

NOTE THAT NO PROPERTIES WITHIN THE MPLS/ST. PAUL REGION ARE OWNED BY MID-AMERICA OR ANY OF ITS PARTNERS THEREFORE ALL PROPERTIES ARE THIRD PARTY ASSIGNMENTS.

When selected for an assignment, the project receives the attention of the entire Mid-America-Minnesota Team. The principals of this team are linked from a performance and economic perspective on every assignment. This approach results in each member of the team bringing their unique set of relationships and skills to each assignment. This level of participation ensures the broadest and most efficient level of service possible for your asset.

### Your Team

***Principals:***

*Doug Sailor  
Mike Sims  
Matthew Rieger  
Stefanie Meyer*

***Project Leasing:***

*Doug Sailor  
Jesseka Doherty  
Carrie Charleston  
Robert Wise  
Luke Rieger  
Mark Robinson  
Ole Froystad*

***Tenant Representation:***

*Mike Sims  
Stefanie Meyer  
Patrick Daly  
Johnny Reimann*

***Property Managers:***

*Matthew Rieger  
Alan Young  
Kristin Bartish  
Dan Conzemius  
Brandon O'Connell  
Rodney Wekkin*

***Construction Management  
and Advisory Services:***

*Bruce Carlson*

***Accounting:***

*Keith Phillips  
Shauna Sokolis  
Mitzi Baker  
Debra Meagher  
Erica Jones*

***Administrative:***

*Tina Wachowiak – Management  
Tawnya Riggs – Marketing  
Sheri Tessier – Broker Admin  
Marti Torgerson-Fisher – Sr. Administrator – Property Management  
Jackie Baker – Property Management Coordinator  
Kayla Spooner – Receptionist/Host*

Resumes of the team can be found in the following pages.

**Doug Sailor***Principal / Managing Partner*

Doug Sailor is a principal at Mid-America Real Estate – Minnesota, LLC. He is responsible for all company operations with a primary focus in Project Sales, Project Leasing and Property Management operations and continues to be active on company listings.

Mr. Sailor has extensive field experience and success in Project Sales, Project Leasing, fee development, construction management and property management. He works with a variety of retailers and owners in the market and has successfully completed hundreds of leases and land/building sales in his career. Mr. Sailor has experience as a developer, leasing agent, property manager and broker. Since 1984, he has worked with over one hundred shopping centers within the Minneapolis/St. Paul and western Wisconsin markets as well as countless investors, land owners and landlords.

**PROFESSIONAL EXPERIENCE**

Following his education at the University of Wisconsin Eau Claire, Doug began his career as a retail manager with Super Valu and The Kitchens of Sara Lee. This experience led him into retail leasing and property management. In 1989 Mr. Sailor became President of Midwest Management, Inc., a Minneapolis retail development and property management, leasing and sales firm. In 2000, Mr. Sailor formed Park Midwest Commercial Real Estate. As a third party shopping center management, leasing and sales firm, Park Midwest built a management and leasing portfolio to over 50 shopping centers. In that time, Doug was also the selling Broker in numerous land and vacant building transactions from former Auto uses to raw land to vacant restaurant buildings. Doug merged Park Midwest Commercial Real Estate with Mid-America Real Estate-Minnesota, LLC in 2009.

**AFFILIATIONS**

Mr. Sailor is a licensed Real Estate Broker in Minnesota, Wisconsin and South Dakota. He is a member of the Organization of Commercial Realtors, Minnesota Commercial Property Exchange and the International Council of Shopping Centers (ICSC). Doug is also a member of the Minnesota Shopping Center Association (MSCA), where he served as president from 1999 to 2000 and is a past board member of The Caring Tree Foundation, a non-profit organization that provides school supplies for kids in need. In 2008, his peers at MSCA elected him a member of their Hall of Fame.

**Mike Sims**  
*Principal*



Mr. Sims oversees and coordinates Mid-America's tenant representation services.

**PROFESSIONAL EXPERIENCE**

Prior to founding Mid-America Real Estate - Minnesota, LLC, Mr. Sims worked for United Properties in Bloomington, Minnesota, as a Vice President and team leader, where he focused on tenant representation, new business development, leasing, and land sales throughout the upper Midwest.

Mr. Sims embarked on his real estate career in the mid-eighties in Arizona, working for a land brokerage company. Upon his return to Minneapolis, he worked with a local real estate company as a preferred developer for a national retailer.

Mr. Sims has provided commercial real estate services to a variety of local and national tenants. A partial list of retail clients he has worked with include: Walmart, Sam's Club, Lowe's Home Improvement, Nordstrom Rack, TJX Companies, Bed Bath & Beyond, Michael's, Buy Buy Baby, CVS and AT&T. Development clients include Ryan Companies, Opus and Gatlin Development Company.

**EDUCATION AND AFFILIATIONS**

Mr. Sims earned his Bachelor of Science degree from the University of Minnesota. He is active in the International Council of Shopping Centers and the Minnesota Shopping Center Association, where he served as president from 2004 to 2005. Mr. Sims also served as president of The Caring Tree, a non-profit organization that provides school supplies for kids in need, from 2007 to 2009.

**Stefanie Meyer***Sr. Vice President – Principal*

Stefanie Meyer is a principal of Mid-America Real Estate - Minnesota, LLC.

As Senior Vice President, Stefanie focuses on tenant representation, new business development, leasing and land sales throughout the upper Midwest. She also represents owners/developers (such as Ryan Companies, OPUS, Reliance, Kimco and other local developers) on the disposition, leasing, development and redevelopment of property.

**PROFESSIONAL EXPERIENCE**

Before joining Mid-America Real Estate - Minnesota, LLC, Stefanie worked for NorthMarq Retail Brokerage group in Bloomington, Minnesota, as a Senior Vice President and team leader. Ms. Meyer has provided commercial real estate services to a variety of local and national tenants. A partial list of retail clients she has worked with include: TJ Maxx Companies, Famous Footwear, The Gap brands, Ann Taylor, Buffalo Wild Wings, Office Max, Starbucks, AMC Theater, David's Bridal, Bed Bath & Beyond, Lowe's Home Improvement, Best Buy, M&I Bank, and Payless Shoes. Stefanie also specializes in development and redevelopments projects such as 5000 France Shops located at 50<sup>th</sup> and France, The Promenade of Wayzata, and the former Brookdale Mall location, Shingle Creek Crossing.

**EDUCATION AND AFFILIATIONS**

Stefanie earned her Bachelor of Science degree in real estate brokerage from St. Cloud State University and was president of the St. Cloud State Real Estate Alumni Organization in 2002. Stefanie is an active member of the International Council of Shopping Centers (ICSC), past board member of the Minnesota Shopping Center Association (MSCA) and current board member of the Minnesota Commercial Association of Realtors (MNCAR).

**Robert Wise***Retail Leasing Specialist*

Robert joined Mid America Real Estate – Minnesota, LLC from London, England in 2011 and focuses on landlord lease representation. Robert has joined a thriving team specializing in small tenant space leasing for a number of high profile Landlord clients in Minnesota.

**PROFESSIONAL EXPERIENCE**

Prior to joining Mid-America Real Estate – Minnesota, LLC, Robert worked in Asset Management for a large institutional Landlord in London, England. Primary responsibilities were overseeing a portfolio of properties in all lease renewals, rent reviews, new leases and dispositions. While working in England, Robert was responsible for prime urban real estate with an annual rental income in excess of \$8 million.

**EDUCATION AND AFFILIATIONS**

Robert earned a Bachelor of Science degree in Commercial Real Estate Management from Nottingham University in 2007 and in 2010 gained entry to the Royal Institution of Chartered Surveyors which is the prevalent commercial real estate qualification in England and various countries around the world. He has also joined the Minnesota Commercial Association of Realtors (MNCAR) and the Minnesota Shopping Center Association (MSCA) taking part in various committees.

**Mark Robinson***Retail Leasing Specialist*

Mr. Robinson joined Mid-America Real Estate – Minnesota, LLC in 2012 and focuses on landlord lease representation. Mark specializes in small to mid-size space leasing in neighborhood, convenience, & community shopping centers.

**PROFESSIONAL EXPERIENCE**

Prior to joining Mid-America Real Estate – Minnesota, LLC, Mark worked in landlord and tenant representation & acquisitions for over four years with Paster Enterprises. While there, he worked with retailers such as Papa Murphy's, Allstate Insurance, O'Reilly Auto, and Verizon Wireless. Mark was also responsible for underwriting & analyzing shopping center acquisitions for Paster via ARGUS software.

**EDUCATION AND AFFILIATIONS**

Mr. Robinson earned a Bachelor of Science degree, majoring in Commercial Real Estate with a minor in Marketing, from St. Cloud State University. He was the 2007 student president of the St. Cloud State Real Estate Association and has been active in the SCSU Real Estate Association Alumni organization since graduation in 2008. He is also a member of the International Council of Shopping Centers (ICSC), Minnesota Shopping Center Association (MSCA), Minnesota Commercial Association of Realtors (MNCAR), and the National Association of Realtors (NAR). Mark is currently a co-chair for both the MSCA Networking Committee as well as MNCAR Emerging Brokers Committee.

# TERM AND COMPENSATION

## Term and Compensation

A contract for sale listing services would be for the time period required, but no less than twelve (12) months, with conditions that shall be mutually acceptable to all parties. Either party may have the right to cancel the listing contract with thirty (30) days written notice, with no further consideration to either party required.

**Completed Sale Fee:** Six percent (6%) of sale value. Co-Brokered Fees below for Buyer representat sales.

**Development and Construction Management Fee:** If requested, Mid-America proposes to provide conceptual project planning services for development, estimating or space planning at the rate of \$150.00 per man hour, plus the direct costs for reproduction services. In addition, Mid-America shall oversee the construction of capital improvement projects required by Owner, Tenant Deliveries and Tenant Improvement projects as defined by individual leases. Mid-America proposes fees in the amount of five percent (5%) of the gross construction costs for any development or tenant improvement oversight.

**Payment of Commission:** Paid in full upon successful closing of a sale.

**Co-Brokered Fees:** Will be negotiated on a case by case basis with outside broker for leases so long as they have an exclusive relationship (including Mid-America Real Estate-Minnesota, LLC or any of its affiliates, when they have an exclusive tenant/buyer relationship). **In the event of a co-brokered (buyer represented sale), the Completed sale fee shall be increased to eight percent (8%) to be equitably split between the Listing Broker and the Buyer Rep Broker.**

**Other Fees:** No other fees will be required of client other than sale commissions and any other fees for requested services by client.

## REFERENCES

### References

The Marketing Team has collaborated on the successful management and leasing assignments for the following clients:



**William Brown**  
13155 Noel Road, Suite 500  
Dallas, TX 75240  
(972) 715-5846



**Jay Scott**  
16500 Felicita Court  
Naples, FL 34110  
(651) 336-6060



**GATLIN DEVELOPMENT COMPANY**

**Loren Van Der Slik**  
888 E. Las Olas Boulevard, Suite 600  
Fort Lauderdale, FL 33301  
(954) 302-5900

# Trautz Properties, Inc.

*Location. People. Results.*

**John C. Trautz**  
4999 France Avenue, Suite 216  
Minneapolis, MN 55410  
(612) 338-0103



**LaRee Stein**  
200 Crescent Court, Suite 560  
Dallas, TX 75201  
(214) 740-7938



**Vincent Driessen**  
4999 France Avenue, Suite 216  
Minneapolis, MN 55410  
(612) 313-0405

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## TA Associates Realty

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**Bianca D. Tabourn**  
28 State Street, 10<sup>th</sup> Floor  
Boston, MA 02109  
(617) 476-2782



7501 Wisconsin Avenue, Suite 500 West  
Bethesda, MD 20814  
(202) 715-9624



KW Commercial NW &  
Keller Williams Realty Integrity NW  
17205 Yale St., Suite D.  
Elk River, MN 55330  
November 26<sup>th</sup>, 2013

RE: RFQ Real Estate Brokerage Committee

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

To RFQ Real Estate Brokerage Committee:

This correspondence outlines the interest of KW Commercial NW and Keller Williams Realty Integrity NW to be the exclusive broker for of The City of Ramsey's Residential, Commercial and Industrial real estate inventory.

The following documentation will outline our firm's qualifications and proposal.

We look forward to serving the City of Ramsey.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Hardin', written over a white background.

Ryan Hardin

**KW Commercial NW**

A handwritten signature in blue ink, appearing to read 'Heather Dietrich Feigum', written over a white background.

Heather Dietrich Feigum

**Keller Williams Realty Integrity NW**

Enclosure: KW Commercial NW & Keller Williams Realty Integrity NW response to City of Ramsey Real Estate Broker Services RFQ

KW Commercial NW & Keller Williams Realty Integrity NW  
17205 Yale St NW, Suite D • Elk River, MN 55330 • 612.860.6177 • 763.441.4699

[www.kw.com](http://www.kw.com)



Each Keller Williams Office is Independently Owned and Operated



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3.	Fee Schedule/Term	3
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## 1. Background

Alliance Real Estate LLC, DBA (Doing Business As) Keller Williams Realty Integrity NW and KW Commercial NW, has been a full service real estate company since 2006, licensed in Minnesota, located at 17205 Yale Street, Suite D, Elk River, MN 55330.

Keller Williams Realty Integrity NW was voted 2012 Star News "Best Real Estate Firm." With a 2012 closed volume of 867 units and over 140 million dollars in closed sales; 2013 closed volume (year to date) of 593 Units and over 100 Million dollars in closed sales makes Keller Williams a proven leader in real estate.

Our firm currently has over 80 licensed real estate agents of which two licensed real estate professionals will be dedicated to this contract as outlined below:

Ryan Hardin, a licensed Realtor® since 2008

A member of the National Association of Realtors®, Minnesota Association of Realtors®, St. Paul Association of Realtors®, KW Commercial and Minnesota Commercial Association of Realtors® and lifelong Ramsey Resident.

Heather Dietrich Feigum, a licensed Realtor® since 1996

A member of the National Association of Realtors®, Minnesota Association of Realtors®, and St. Paul Association of Realtors®.

Together our firm would cover both commercial and residential properties to encompass the entire scope of services required by the City of Ramsey.

## 2. Marketing

Marketing to consist of signage placed on available property with online advertising in applicable NorthstarMLS® (Multiple Listing Service) and/or MNCAR® (Minnesota Commercial Association of Realtors®) listings. In addition, each Keller Williams and KW Commercial listing will be posted to over 100 different websites along with individual agent websites to get maximum exposure. Marketing for individual properties can be targeted to specific user groups (when applicable) as approved by the City of Ramsey.

Our Firm agrees to the "Scope of Services" as defined in the RFQ:

- Work with (and advise) the City on strategies for marketing, pricing and the sale of City owned properties.
- Develop, distribute, list, and maintain real estate marketing materials and related information.
- Conduct basic market analysis for City owned properties available for sale.
- Manage relationships with prospect buyers (and/or their brokers)—including: responding to inquiries, showing property, answering questions for prospects, conducting negotiations, managing real estate transactions.
- Analyze offers from potential buyers (and/or their brokers) and provide recommendations to the City Council.
- Provide regular activity updates: Verbally, to the City's development team, minimum twice per month and In writing, to the City Council, minimum once per quarter
- Handle other customary real estate broker activities and services.



### **3. Fee Schedule/Term**

A proposed 12 month Exclusive Listing Contract with the City of Ramsey to include a Listing Broker Commission of: 5.75% of property sale or exchange price, for each property that is sold and/or exchanged at/or above \$50,000.00; for each property sold and/or exchanged below \$50,000.00 a flat Listing Broker Commission of \$3,000.00 per property shall apply. All Selling Broker Commissions are to be paid upon successful closing, at the time of closing, as negotiated with the City of Ramsey; a portion of the Listing Broker Commission may be paid to cooperating Buyers Broker, as appropriate. In addition to the Listing Broker Commission, Seller would agree to pay a \$299.00 Broker Administrative Commission (see Supporting Documents) on the first five transactions closed during a calendar year (January 1 to December 31) and \$0.00 Broker Administrative Commission thereafter during the same calendar year (resulting in a maximum Broker Administrative Commission during a calendar year of \$1,495.00).

This fee structure would result in no upfront cost to the City of Ramsey.

"Carry Over Compensation" of the above proposed Listing Broker Commission, not to exceed 180 days after: the expiration of 12 month Exclusive Listing Contract as defined in "Listing Contract" (see Supporting Documents) or early termination as mutually agreed upon by both parties for all properties listed under "Listing Contract."

"Early Termination" In the event a party wishes to end the Listing Contract prior to the 12 month expiration date, both parties must mutually agree to early termination, in writing, and the "Carry Over Compensation" provision as listed above would remain in effect for the full 180 days after the contract has ended. In addition, the City of Ramsey would agree to reimburse Listing Brokerage for actual expenses associated with marketing of property i.e. signage, print marketing materials, mailing cost, etc.

Scope of work performed under this proposal is to comply with all State and Local laws and regulations.

### **4. Conflict of Interest**

Although no Conflict of Interest exists, to offer complete transparency, licensed Realtor® Ryan Hardin has a direct familial relation with a current member of the City of Ramsey EDA, Glen Hardin.

### **5. Governmental Standing**

Alliance Real Estate LLC, has good standing with the Minnesota Department of Commerce and the Association of Realtors (both state and national). In addition, all State and Federal taxes are current. Firm legal name and Tax ID provided in Supporting Documents.

### **6. Disclaimer**

Information contained in this proposal shall in no way be deemed as a contractual obligation by either the City of Ramsey or Alliance Real Estate LLC. Parties agreeing to specific terms shall enter into a formal contract.



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## 7. Supporting Documents

- Tax Identification for Alliance Real Estate LLC DBA KW Commercial NW and Keller Williams Realty Integrity NW
- MN Agency Relationship Form
- Sample Commercial Listing Contract: Exclusive
- Sample Residential Listing Contract: Exclusive Right to Sell
- KW Disclosure Form
- Marketing Sample

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Alliance Real Estate, LLC**

Business name/disregarded entity name, if different from above  
**Keller Williams Realty Integrity Northwest**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶           P               Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**17205 Yale Street NW, Suite D**

City, state, and ZIP code  
**Elk River, MN 55330**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

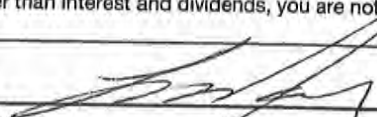
Social security number											
			-				-				
Employer identification number											
			-						7	0	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶     Date ▶ 10-9-13

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Alliance Real Estate, LLC**

Business name/disregarded entity name, if different from above  
**KW Commercial Northwest**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_ **P**     Exempt payee  
 Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**17205 Yale Street NW, Suite D**

City, state, and ZIP code  
**Elk River, MN 55330**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.


Employer identification number									
				-			7	0	2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶     Date ▶ **10-9-13**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with  
 3. consumers what type of agency representation or relationship they desire.<sup>(1)</sup> The available options are listed below. This  
 4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**  
 5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time  
 6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive  
 7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see  
 8. paragraph V on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**  
 10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**  
 11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. \_\_\_\_\_  
 (Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,  
 15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to  
 16. the Seller/Landlord the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must also disclose to the Buyer  
 17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and  
 18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to  
 19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the  
 20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any  
 21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph  
 22. V on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel  
 23. from the broker or salesperson.

24. II. **Subagent:** A broker or salesperson who is working with a Buyer/Tenant but represents the Seller/Landlord. In this  
 25. case, the Buyer/Tenant is the broker's customer and is not represented by that broker. If a broker or salesperson  
 26. working with a Buyer/Tenant as a customer is representing the Seller/Landlord, he or she must act in the  
 27. Seller's/Landlord's best interest and must tell the Seller/Landlord any information that is disclosed to him or her.  
 28. In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel from the broker or  
 29. salesperson.

30. III. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent  
 31. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,  
 32. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the  
 33. Buyer/Tenant the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must disclose to the Buyer material facts  
 34. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect  
 35. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)  
 36. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or  
 37. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him  
 38. or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In  
 39. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or  
 40. salesperson.

41. \_\_\_\_\_  
 (initial) (initial) I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on  
 42. \_\_\_\_\_  
 page two. (2)

44. IV. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one  
45. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same  
46. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and  
47. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This  
48. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting  
49. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing  
50. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose  
51. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party  
52. to the detriment of the other.<sup>(3)</sup>
53. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary  
54. duties described below.<sup>(2)</sup> Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.  
55. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the  
56. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
57. V. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but  
58. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual  
59. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**  
60. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**  
61. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of  
62. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in  
63. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/  
64. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson  
65. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or  
66. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented  
67. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's  
68. Broker (see paragraph III on page one (1)).

---

69. <sup>(1)</sup> This disclosure is required by law in any transaction involving property occupied or intended to be occupied by  
70. one to four families as their residence.

71. <sup>(2)</sup> The fiduciary duties mentioned above are listed below and have the following meanings:  
72. Loyalty - broker/salesperson will act only in client(s)' best interest.  
73. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.  
74. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge  
75. which might reasonably affect the client(s)' use and enjoyment of the property.  
76. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific  
77. information (such as disclosure of material facts to Buyers).  
78. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.  
79. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

80. <sup>(3)</sup> If Seller(s)/Landlord(s) decide(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the  
81. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/  
82. Tenant(s) decide(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to  
83. purchase/lease properties listed by the broker.

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



COMMERCIAL LISTING CONTRACT: EXCLUSIVE

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- 1. Date
2. Page 1

- 3. DEFINITIONS: IN CONSIDERATION OF the Contract of KW Commercial NW (Real Estate Company Name)
4. ("Broker") to undertake to [X] SELL [ ] LEASE (if only SELL is checked, all references to Lessor, tenant, or lease do not apply;
5. if only LEASE is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,
6.
7. ("Seller and/or Lessor") grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at
8.
9.
10. and legally described as
11. ("Property")
12. for the period from the date hereof through and including , 20 , for the sum
13. of \$ upon the following terms
14.
15.
16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.
17. This Contract may only be canceled by written mutual agreement of the parties.
18. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may
19. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.
20. SELLER'S AND/OR LESSOR'S OBLIGATION: It is agreed that Seller and/or Lessor shall promptly furnish Broker
21. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/
22. or Lessor regarding the sale, exchange or lease of the Property.
23. If the Property is sold Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract
24. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state
25. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the
26. buyer and any further documents as may be required to consummate the sale in accordance with the terms above
27. designated or with the terms to which Seller may hereafter consent.
28. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter
29. received during the term of this Contract.
30. It is further agreed that Seller and/or Lessor shall permit Broker to erect a "For Sale" and/or "For Lease" sign on the
31. Property and to remove all other "For Sale" and/or "For Lease" signs from the Property during the period of this Contract.
32. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property Exchange ("MCPE")
33. or other type of multiple listing service forum ("MLS") and the Internet concerning the Property. Broker may notify the
34. MCPE or MLS and member REALTORS® of the price and terms of the sale and/or lease.
35. Seller and/or Lessor has the full legal right to sell and/or lease the Property.
36. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received
37. any notice of building, health or fire code violations, nor vacant building registration notification, nor notice of hazardous
38. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state
39. "none"):
40.
41.



43. Property located at \_\_\_\_\_

44. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but  
 45. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor  
 46. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through  
 47. multiple tiers), reproduce, distribute, display, perform and create derivate works of the Seller and/or Lessor Content.  
 48. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor  
 49. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual  
 50. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.

51. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**  
 52. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**

53. **BROKER'S COMPENSATION** (Fill in all blanks.):

54. COMPENSATION FOR SALE (To be completed only if Property is being offered for sale): Seller shall pay Broker a  
 55. retainer fee of \$ 0.00 when Seller signs this Contract. Broker shall keep this fee even if Seller  
 56. does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of (check any that apply):  
 57.  \_\_\_\_\_ percent (%) of the price for which the Property is sold or exchanged;  
 58.  \$ \_\_\_\_\_ ;  
 59.  \$ \_\_\_\_\_ per square foot;  
 60.  OTHER: \_\_\_\_\_  
 61. \_\_\_\_\_  
 62. \_\_\_\_\_ ;  
 63. upon the occurrence of any of the following conditions, identified in lines 78-122.

64. COMPENSATION FOR LEASE (To be completed only if Property is being offered for lease): Lessor shall pay Broker a  
 65. retainer fee of \$ \_\_\_\_\_ when Lessor signs this Contract. Broker shall keep this fee even  
 66. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of (check any  
 67. that apply):  
 68.  \_\_\_\_\_ percent (%) of the total gross obligation of the lease price;  
 69.  \_\_\_\_\_ percent (%) of the total net obligation of the lease price;  
 70.  \$ \_\_\_\_\_ ;  
 71.  \$ \_\_\_\_\_ per useable square foot;  
 72.  \$ \_\_\_\_\_ per rentable square foot;  
 73.  OTHER: \_\_\_\_\_  
 74. \_\_\_\_\_  
 75. \_\_\_\_\_ ;  
 76. upon the occurrence of any of the following conditions, identified in lines 78-122 and paid in the following manner:  
 77. \_\_\_\_\_ percent (%) upon lease execution and \_\_\_\_\_ percent (%) upon lease occupancy.

78. COMPENSATION CONDITIONS:

79. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period  
 80. of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other agent  
 81. or broker not a party to this Contract, in accordance with the price, terms or exchange as set forth herein or as  
 82. otherwise consented to by Seller and/or Lessor;  
 83. 2. A buyer and/or tenant is procured, whether by Broker, Seller and/or Lessor or anyone else, who is ready, willing  
 84. and able to purchase and/or lease the Property at the price and terms set forth above and Seller and/or Lessor  
 85. refuses to sell and/or lease;

87. Property located at \_\_\_\_\_
88. 3. A Seller and/or Lessor agrees to sell and/or lease the Property before the expiration of this Contract, and Seller  
89. refuses to close the sale and/or Lessor refuses to commence the lease in accordance with the terms of the executed  
90. lease agreement;
91. 4. A Seller and/or Lessor removes the Property from the market before expiration of this Listing Contract;
92. 5. If Seller and/or Lessor grants an option to purchase and/or lease the Property, Seller and/or Lessor shall compensate  
93. Broker, as provided herein, based on the price paid for the option and for any extensions thereof. This compensation  
94. shall be paid upon receipt by Seller and/or Lessor of any such payments. In the event such option is exercised,  
95. whether during the term of this Contract, or within 6 months thereafter, Seller and/or Lessor shall also  
96. compensate Broker on the gross sale and/or lease price of the Property in accordance with the provisions herein.  
97. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof  
98. is applied to the sale and/or lease price of the Property, then any compensation previously paid by Seller and/or  
99. Lessor to Broker on account of such option payments shall be credited against the compensation payable to Broker  
100. on account of the exercise of the option;
101. 6. During the term of this Listing Contract or within 180 days (*not to exceed six (6) months, except for the*  
102. *purchase or sale of a business in which case it cannot exceed two (2) years*) after the expiration of this Listing Contract:  
103. (a) the Property is acquired by a public authority;  
104. (b) an agreement to acquire the Property is reached with a public authority; or  
105. (c) a public authority institutes eminent domain/condemnation proceedings to acquire the Property;
106. 7. Seller and/or Lessor contributes or conveys the Property or any interest therein to a partnership, joint venture or  
107. other business entity during the term of this Contract in lieu of a sale and/or lease of the Property during the term  
108. of this Contract;
109. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business  
110. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease  
111. of the Property during the term of this Contract; or
112. 9. If within 180 days (*not to exceed six (6) months, except for the purchase or sale of a business in which case*  
113. *it cannot exceed two (2) years*) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees  
114. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by  
115. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown  
116. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a  
117. compensation under this subparagraph nine (9) unless the name of the prospect is on a written list given to Seller  
118. and/or Lessor within 72 hours after expiration of this Listing Contract.
119. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease  
120. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts  
121. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided hereunder  
122. to the Broker at the time of closing.
123. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MCPE  
124. and/or MLS unless Broker notifies Seller and/or Lessor otherwise in writing.
125. **FORFEITURE OF EARNEST MONEY:** If a buyer of the Property defaults and as a result forfeits the earnest money,  
126. Seller shall receive \_\_\_\_\_ percent (%) and Broker shall receive \_\_\_\_\_ percent (%) of the earnest money.
127. **COOPERATING BROKERS:** Seller and/or Lessor hereby permits Broker to share part of Broker's compensation with  
128. other real estate brokers, including brokers only representing the buyer and/or tenant.
129. **CLOSING SERVICES:**  
130. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL  
131. ESTATE CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY  
132. NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR  
133. OF THE CLOSING ITSELF.

135. Property located at \_\_\_\_\_.
136. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
137. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may  
138. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs which  
139. may effectively reduce the proceeds from the sale. Seller has indicated his/her/its choice for closing services (*initial*  
140. *one*).
141. \_\_\_\_\_ Seller wishes to have Broker arrange for closing services.  
(Seller) (Seller)
142. \_\_\_\_\_ Seller shall arrange for closing services.  
(Seller) (Seller)
143. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may  
144. effectively increase the cash outlay at closing.

145. **AGENCY REPRESENTATION:**

146.  Seller and/or Lessor will agree to a dual agency representation and will consider offers made by buyers and/or  
147. tenants represented by Broker.
148.  Seller and/or Lessor will not agree to a dual agency representation and will not consider offers by buyers and/or  
149. tenants represented by Broker.
150. Real Estate Company Name: \_\_\_\_\_ KW Commercial NW
151. By: \_\_\_\_\_  
(Licensee) Ryan Hardin
152. Seller and/or Lessor: \_\_\_\_\_ Date: \_\_\_\_\_
153. Seller and/or Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

154. **OTHER POTENTIAL SELLERS AND/OR LESSORS:** Seller and/or Lessor understands that Broker may list other  
155. properties during the term of this Contract. Seller and/or Lessor consents to Broker representing such other potential  
156. sellers and/or lessors before, during and after the expiration of this Contract.

157. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller and/or Lessor may have  
158. had a previous agency relationship with a buyer and/or tenant of Seller's and/or Lessor's Property. Seller and/or  
159. Lessor acknowledges that Broker or licensee representing or assisting Seller and/or Lessor is legally required to keep  
160. information regarding the ultimate price and terms the buyer and/or tenant would accept and the motivation for buying  
161. and/or leasing confidential, if known.

162. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller and/or Lessor provides to Broker. Seller  
163. and/or Lessor agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage  
164. or loss arising from any misrepresentation, misstatement, omission of fact or breach of a promise by Seller and/or  
165. Lessor. Seller and/or Lessor agrees to indemnify and hold harmless Broker from any and all claims or liability related  
166. to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property.  
167. Indemnification by Seller and/or Lessor shall not apply if the damage, loss or injury is the result of the gross negligence  
168. or willful misconduct of the Broker.

169. **CERTIFICATION INDIVIDUAL TRANSFEROR:** Section 1445 of the Internal Revenue Code provides that a  
170. transferee (buyer) of a U.S. real property interest must be notified in writing, and must withhold tax if the  
171. transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a  
172. foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real  
173. Property Tax Act (FIRPTA) will be fulfilled.

174. **Seller states and acknowledges the following:** Seller is a citizen of the United States or, if a corporation, partnership  
175. or other business entity, duly incorporated in the United States, or, if a partnership or business entity, formed and  
176. governed by the laws of the United States:  Yes  No

177. If "No," please state country of citizenship, incorporation or the like: \_\_\_\_\_

178. Under the penalties of perjury, Seller declares that Seller has examined this certification and, to the best of Seller's  
179. knowledge and belief, it is true, correct and complete.

181. Property located at \_\_\_\_\_

182. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller and/or Lessor has not received notices from any municipality,  
183. government agency or unit owners' association about the Property that Seller and/or Lessor has not informed Broker  
184. about in writing. Seller and/or Lessor agrees to promptly inform Broker, in writing, of any notices of such type that Seller  
185. and/or Lessor receives during the term of this Contract.

186. This shall serve as Seller's and/or Lessor's written notice granting Broker permission to obtain mortgage information  
187. (e.g., mortgage balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property.  
188. A copy of this document shall be as valid as the original.

189. **MISCELLANEOUS:** This Contract is binding upon the heirs, successors and assigns of the parties.

190. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this  
191. Contract.

192. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written  
193. agreements between the parties relative to the provisions herein. No amendment, modification or extension of this  
194. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.

195. This Contract shall be governed by the laws of the State of Minnesota.

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

198. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller  
199. and/or Lessor by mail, phone, fax, e-mail or other means of communication during the term of this Contract and  
200. anytime thereafter.

201. **OTHER:** \_\_\_\_\_

202. \_\_\_\_\_

203. \_\_\_\_\_

204. \_\_\_\_\_

205. \_\_\_\_\_

206. \_\_\_\_\_

207. **ACCEPTED BY:** \_\_\_\_\_ **KW Commercial NW**  
(Real Estate Company Name)

208. **BY:** \_\_\_\_\_  
(Licensee) **Ryan Hardin** (Date)

209. **ACCEPTED BY:** \_\_\_\_\_  
(Seller and/or Lessor)

**ACCEPTED BY:** \_\_\_\_\_  
(Seller and/or Lessor)

210. **Its:** \_\_\_\_\_  
(Title)

**Its:** \_\_\_\_\_  
(Title)

211. \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

212. \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

213. \_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Phone)

214. \_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(E-mail Address)

215. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.**  
216. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO SELL**

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- 1. Date \_\_\_\_\_
- 2. Page 1 of \_\_\_\_\_ pages

3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_,  
4. legally described as \_\_\_\_\_

5. \_\_\_\_\_ ("Property").

6. Seller is \_\_\_\_\_ ("Seller").

7. Broker is Keller Williams Realty Integrity NW ("Broker").  
(Real Estate Company Name)

8. This Contract starts on \_\_\_\_\_, 20\_\_\_\_\_, and ends at 11:59 p.m. on \_\_\_\_\_,  
9. 20\_\_\_\_\_.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ \_\_\_\_\_, upon the following  
12. terms: \_\_\_\_\_

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market  
14. the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by  
15. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.  
16. Seller understands Broker may be a member of a Multiple Listing Service ("MLS"), and if Broker is a member of MLS,  
17. and where available, Broker may give information to the MLS concerning the Property. Broker may place information  
18. on the Internet concerning the Property, including said information (except as limited in the *Internet Display Options*  
19. Form). If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and terms of  
20. the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other  
21. broker is insuring Seller or occupant against theft, loss or vandalism.

22. (Initial)

23. \_\_\_\_\_ Seller acknowledges that Seller has received and has had the opportunity to review the *Internet*  
(Seller) (Seller)  
24. *Display Options Form.*

25. **LISTED FOR LEASE:** The Property  IS  IS NOT currently listed for lease. If IS, the listing broker is  
\_\_\_\_\_  
----- (Check one.) -----

26. \_\_\_\_\_ . If IS NOT, Seller  MAY  MAY NOT list the Property for lease during the  
\_\_\_\_\_  
----- (Check one.) -----

27. terms of this Contract with another broker.

28. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this  
29. Property upon terms acceptable to both parties.

30. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.  
31. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller  
32. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any  
33. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain  
34. responsible for security, maintenance, utilities and insurance during the term of this Contract, and for safekeeping,  
35. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall  
36. surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession  
37. or control, to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey  
38. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary  
39. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

40. Seller authorizes Broker, and any other broker authorized by Broker, to preview and show the Property at reasonable  
41. times and upon reasonable notice and agrees to commit no act which might tend to obstruct Broker's performance  
42. hereunder. If the Property is occupied by someone other than Seller, Seller shall comply with Minnesota law and any  
43. applicable lease provisions of an existing lease and provide tenant with proper notice in advance of any Property  
44. showing.

46. Property located at \_\_\_\_\_.
47. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos  
48. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,  
49. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform and create  
50. derivate works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content  
51. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights  
52. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
53. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**  
54. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
55. **BROKER'S COMPENSATION:**
56. Seller agrees to pay Broker a retainer fee of \$ \_\_\_\_\_ at the commencement of this Contract, which  
57. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of  
58. any obligation to compensate Broker.
59. Seller shall pay Broker, as Broker's compensation, \_\_\_\_\_ percent (%) of the selling price or  
60. \$ \_\_\_\_\_, whichever is greater, if Seller sells or agrees to sell the Property during the term of  
61. this Contract.
62. Other: \_\_\_\_\_
63. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the  
64. price and terms required in this Contract, but Seller refuses to sell. Seller shall still pay Broker the same compensation.  
65. Seller agrees to pay Broker's compensation whether Broker, Seller or anyone sells the Property. Seller hereby permits  
66. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the  
67. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
68. 1. the closing of the sale;  
69. 2. Seller's refusal to close the sale; or  
70. 3. Seller's refusal to sell at the price and terms specified above.
71. If, within 180 days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell  
72. the Property to anyone who:
73. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;  
74. or  
75. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,  
76. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose  
77. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
78. then Seller shall still pay Broker the compensation noted herein, even if Seller sells the Property without Broker's  
79. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid  
80. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,  
81. under which Seller is obligated to compensate another licensed real estate broker.
82. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale  
83. of the Property in an amount equal to the compensation due to Broker under this Contract.
84. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS  
85. unless Broker notifies Seller otherwise in writing.
86. **CLOSING SERVICES:**
87. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL ESTATE  
88. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS  
89. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING  
90. ITSELF.
91. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller  
92. understands that no one can require Seller to use a particular person in connection with a real estate closing and that  
93. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

95. Property located at \_\_\_\_\_
96. Seller's choice for closing services. *(Initial one.)*
97. \_\_\_\_\_ Seller wishes to have Broker arrange for the closing.  
(Seller) (Seller)
98. \_\_\_\_\_ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.  
(Seller) (Seller)
99. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may effectively reduce the proceeds from the sale.
101. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be required to pay the financing fees on any mortgage without giving Seller's written consent.
104. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

106. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, the Seller will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house transaction. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker to represent the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

116. Seller's Instructions to Broker:

117. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

118.  Seller will agree to a dual agency representation and will consider offers made by buyers represented by Broker.
120.  Seller will not agree to a dual agency representation and will not consider offers made by buyers represented by Broker.

122. Real Estate Company Name: \_\_\_\_\_ **Keller Williams Integrity NW**

123. \_\_\_\_\_ Seller: \_\_\_\_\_

124. By: \_\_\_\_\_ Seller: \_\_\_\_\_  
(Licensee)

125. **Heather Dietrich Feigum** Date: \_\_\_\_\_

126. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this Contract. Seller consents to Broker representing or assisting such other potential sellers before, during and after the expiration of this Contract.

129. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller may have had a previous agency relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker or licensee representing or assisting Seller is legally required to keep information regarding the ultimate price and terms the buyer would accept and the motivation for buying confidential, if known.

133. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage or loss arising from any misrepresentation, misstatement, omission of fact or breach of a promise by Seller. Seller agrees to indemnify and hold harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage, loss or injury is the result of the gross negligence or willful misconduct of the Broker.

140. Property located at \_\_\_\_\_.

141. **CERTIFICATION INDIVIDUAL TRANSFEROR:** Section 1445 of the Internal Revenue Code provides that a  
 142. transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the  
 143. transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a  
 144. foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real  
 145. Property Tax Act (FIRPTA) will be fulfilled.

146. **Seller(s) states and acknowledges the following:** Seller is a citizen of the United States or, if a corporation, partnership  
 147. or other business entity, duly incorporated in the United States or, if a partnership or business entity, formed and  
 148. governed by the laws of the United States:  Yes  No

149. If "No," please state country of citizenship, incorporation or the like: \_\_\_\_\_

150. Under the penalties of perjury Seller declares that Seller has examined this certification and, to the best of Seller's  
 151. knowledge and belief, it is true, correct and complete.

152. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell, or discriminate in the terms, conditions  
 153. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status  
 154. with regard to public assistance, handicap (whether physical or mental), sexual orientation or family status. Seller  
 155. understands further that local ordinances may include other protected classes.

156. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government  
 157. agency or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees  
 158. to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of this Contract.

159. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage  
 160. balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property. A copy of  
 161. this document shall be as valid as the original.

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

164. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,  
 165. fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.

166. **OTHER:** \_\_\_\_\_  
 167. \_\_\_\_\_  
 168. \_\_\_\_\_  
 169. \_\_\_\_\_

170. **ACCEPTED BY:** Keller Williams Realty Integrity NW  
 (Real Estate Company Name)

171. **BY:** \_\_\_\_\_  
 (Licensee) Heather Dietrich Feigum (Date)

172. **ACCEPTED BY:** \_\_\_\_\_ **ACCEPTED BY:** \_\_\_\_\_  
 (Seller) (Seller)

173. \_\_\_\_\_  
 (Date) (Date)

174. \_\_\_\_\_  
 (Address) (Address)

175. \_\_\_\_\_  
 (Phone) (Phone)

176. \_\_\_\_\_  
 (E-mail Address) (E-mail Address)

177. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**  
 178. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**SELLER(s)**

Disclosure, Waivers and Acceptances (Page 1 of 2)

**Multiple Offers**

A multiple offer occurs when more than one Buyer (or Agent representing a Buyer) submits an offer to purchase a Seller's property. A Buyer(s) awareness that there is an existing or pending offer may cause the Buyer(s) to, among other things, submit a higher offer, or to not submit or to withdraw a pending offer. A Seller(s) Agent is not automatically required to disclose the existence of multiple offers to a Buyer (or an Agent representing a Buyer). Rather, a Seller's Agent will disclose the existence of other offers to a Buyer or an Agent representing a Buyer in response to an inquiry ONLY if the Seller(s) approve of the disclosure.

**Seller's Multiple Offer Disclosure Approval**

Seller hereby acknowledges that I (we) have been informed that I (we) may decide how to handle multiple offers and that I (we) may receive a higher price for our property if other buyers and their agents are informed if a multiple offer situation develops; also that I (we) may risk losing other offers if potential buyers withdraw their offers after being told of the existence of other offers. I (we) give the following directions to the listing broker:

**Please initial one option only**

1)

\_\_\_\_\_  
Please Initial

(A) Inform all potential buyers or their agents when there is an existence of other offers.

\_\_\_\_\_  
Please Initial

(B) Inform all potential buyers or their agents when there is an existence of other offers only when they ask.

\_\_\_\_\_  
Please Initial

(C) **Do not** inform all potential buyers or their agents when there is an existence of other offers.

2)

\_\_\_\_\_  
**Please Initial**

**Keller Williams Realty Integrity Northwest** is a licensed real estate broker engaged in the practice of real estate marketing. Keller Williams Realty Integrity Northwest and KW Commercial NW is not an expert in any other field, including without limitation, construction, inspection, accounting, tax, appraisal, property tax evaluation, law, environmental, title examination, zoning, surveying or tax deferred exchanging. If you have a need for these professional services, you may request a list of providers from your agent who have served their clients in the past, or you may seek other recommendations.

3) \_\_\_\_\_  
**Please Initial**

Client(s)/Customer(s) acknowledge that an additional \$299.00 Broker Administration Commission will be charged at the successful close of each transaction with a \$1,495.00 cap (five transactions) per calendar year (January 1 to December 31).

\_\_\_\_\_  
**Seller Signature** **Date**

\_\_\_\_\_  
**Seller Signature** **Date**

\_\_\_\_\_  
**Agent Signature** **Date**

SAMPLE

# FOR SALE

\$2,295,000



**Year Built:** 1993

**Lot Size:** 540x433x152x126x70x21

**Square Feet:** 45,000

**Heating:** Forced Air

## Elk River

### 17201 Ulysses Street NW

45,000 sq ft warehouse fully sprinkled (wet) both rack & over-head on 2.76 acres priced to sell! Built in 1993, most recent addn in 1999, incl 4-300,000 btu heaters, 5 loading docks, 1 street level door & security system. Contact list agent for details!



**Ryan Hardin**  
REALTOR®

763.441.2248

612.860.6177

[www.hardin-cre.com](http://www.hardin-cre.com)



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**LOCAL EXPERTISE ... INTERNATIONAL REACH**

When Keller Williams Realty was founded in 1983, Gary Keller and Joe Williams envisioned a company that would dominate both the residential and commercial real estate markets. Today, as a company with an international reach, serving both the United States and Canada, KW Commercial is the fulfillment of that vision.

Through this full service vision, I provide the personal experience you expect along with the power of an International network of experienced Commercial Real Estate brokers. Together with my expertise, KW Commercial can assist you with all of your real estate requirements.




**SEARCH FOR PROPERTIES**

Ryan Hardin  
[www.hardin-cre.com](http://www.hardin-cre.com)  
[ryanhardin@kw.com](mailto:ryanhardin@kw.com)  
 763.441.2248



**WE ARE WHEREVER YOU NEED TO BE**

When you decide to hire KW Commercial to serve you in your real estate needs, you aren't simply hiring a broker; you're hiring an entire company and a network of dedicated professionals across North America.

Whatever you need and wherever the location, your needs will be met.

**CORE DISCIPLINES**

- Industrial
- Office
- Investment Sales
- Retail Services
- Non-Profit & Municipal Services
- Design, Construction Services and Development
- Land Brokerage
- Multi-Family




**SEARCH FOR PROPERTIES**

Ryan Hardin  
[www.hardin-cre.com](http://www.hardin-cre.com)  
[ryanhardin@kw.com](mailto:ryanhardin@kw.com)  
 763.441.2248



**SAMPLE EMAIL MARKETING**



**FOR SALE! \$75,000**

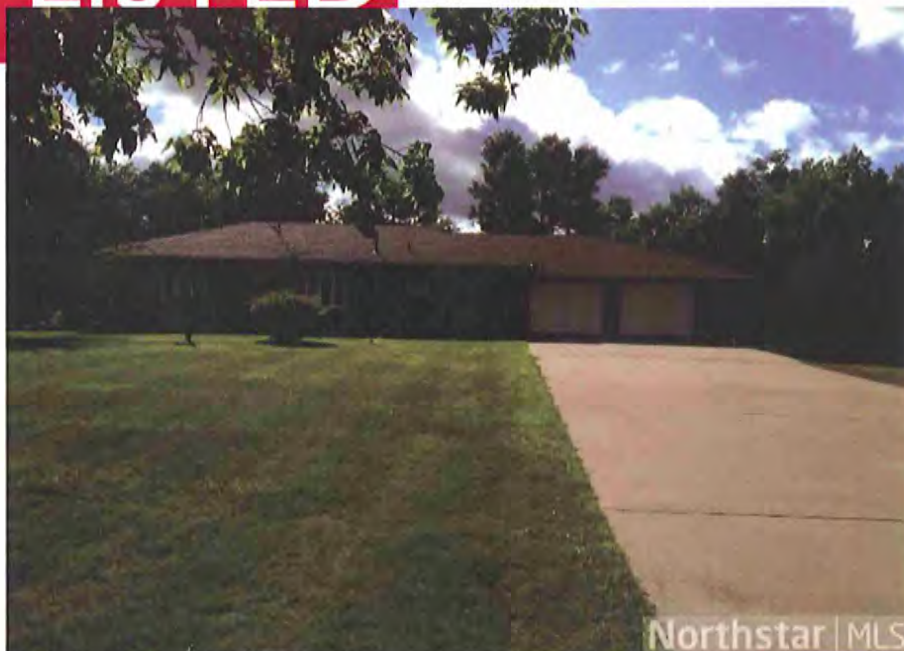
XXXX County D, Maplewood, MN 55109

Great opportunity to build on .14 acres in Maplewood's Harbor Pointe commercial development. Excellent access to 694 from White Bear Ave. Property could be split into 3 separate parcel id#'s. Contact Ryan Hardin Today at [612-860-6177](tel:612-860-6177) or [www.hardin-cre.com](http://www.hardin-cre.com) for more information!



**JUST LISTED**

28700 Jodrell St, Cambridge, MN 55008



**\$230,000**

Very nice & well maintained rambler on 18+ acres. Two-car attached garage + pole bldg. with heated workshop & garage stalls w/concrete floor + 2 dirt floor box stalls and shelter area. Contact Heather Today at 612-309-7626 for more information!

Northstar | MLS



Ryan Hardin  
 REALTOR®  
 KW Commercial NW  
 17205 Yale St NW, Suite D.  
 Elk River, MN 55330  
 763.441.2248  
 612.860.6177

**Call, text or email Ryan Today for all your real estate needs!**

[www.hardin-cre.com.com](http://www.hardin-cre.com.com)  
[ryanhardin@kw.com](mailto:ryanhardin@kw.com)



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**FOR SALE: \$1,007,150.00**  
**XXXX US HIGHWAY 10, Elk River, MN 55330**

Great opportunity to develop 7.34 acres on US Highway 10! Excellent Hwy 10 visibility with access off Edison Street. Zoned C-3 Highway Commercial.

Contact Ryan Hardin Today at [612-860-6177](tel:612-860-6177) or [www.hardin-cre.com](http://www.hardin-cre.com) for more details!

