



EXECUTIVE TITLE SERVICES

www.executivetitleservices.com

WORK COMPLETION ESCROW AGREEMENT

THIS AGREEMENT, made on 7-11-2022, by and among Michael D. Meek and Roberta A. Meek ("SELLER"); Terrence Michael Clark and Sarah Margaret Clark ("BUYER"); and Executive Title Services ("EXECUTIVE TITLE SERVICES").

SELLER has sold to BUYER real property legally described as follows:

Lot 26 "Pheasant Lawn", except all that part thereof lying Southeasterly of a line drawn parallel with the Northwestern line of said lot from a point on the Northeasterly line of said lot 123.6 feet Southeasterly, measured along said Northeasterly line from the most Northerly corner of said lot 26, Hennepin County, Minnesota. Torrens property

SELLER and BUYER have agreed that certain improvements are to be completed at the SELLER'S expense, but they desire to close on the sale of the transaction on this date, prior to the time the improvements could be completed. EXECUTIVE TITLE SERVICES is to hold certain sums until authorization to release escrow funds has been provided to EXECUTIVE TITLE SERVICES as outlined in Paragraph 4 below.

Improvements to be completed (Describe fully, attach exhibits and bids if necessary):

Estimated date of Completion: 10-11-2022

<u>Improvement:</u>	<u>Estimated Cost</u>	<u>Amount Held</u>
Septic- see bid	15,101.00 x 1.5	22,651.50
Landscaping	595.00 x 2	1,190.00

Call locates. Excavate in the yard at the old clay tile yard cleanout (the one we popped open today with the paint bucket). Excavate roughly a 5x6 area down to the sewer. Pre clean/power jet to remove roots and debris and prep for lining. Install a liner both down stream out to the city sewer, as well as upstream into the good section of sewer with a liner. A dual yard cleanout even with the lawn would be installed for future camera or cleaning. Backfilled to rough grade, no yard/lawn restoration provided. 25 year warranty provided on the pipe corrected with liner. Permit pulled abs city inspected with post video.

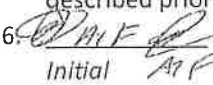
Landscaping - 6 yards of sod, 1 yard black dirt, deliver/installed for an area of 6ft by 8ft area of yard.

Total Held: 23,841.00

Seller and Buyer agree as follows:


1. SELLER has deposited with EXECUTIVE TITLE SERVICES the sum of \$ 23,841.00 ("ESCROW FUNDS"). For agreeing to act as Escrow Agent, in accordance with the terms of this agreement, Executive Title Services shall be paid a fee of \$250.00 to be paid by SELLER.
2. SELLER agrees that the ESCROW FUNDS shall be held in Executive Title Services escrow holding bank account. (Any interest earned will be retained by Escrow Agent.)
3. SELLER agrees to contract for the completion of the above referenced improvements. **BUYER understands that this escrow is limited to an intended to address only those items set forth above. BUYER agrees to allow reasonable access to the property for completion of the above referenced improvements.**
4. EXECUTIVE TITLE SERVICES agrees to hold the ESCROW FUNDS and to release the funds according to the following conditions:
 - i.
 - 1) Written authorization of LENDER, when applicable. The LENDER may require an inspection of the premises to verify completion of the work. The LENDER may charge fees in accordance with the inspections. Any respective fees charged by LENDER will be deducted from the ESCROW FUNDS. OR
 - 2) Confirmation by EXECUTIVE TITLE SERVICES from SELLER and BUYER that the improvements for which this Escrow Agreement was established have been completed.

AND

- ii. Receipt by Executive Title Services of lien waivers for any improvements made in connection with the fulfillment of the purpose for which this Escrow Agreement was established. If SELLER has not paid the contractor(s) for the completion of the improvements EXECUTIVE TITLE SERVICES shall be entitled to pay the contractor(s) and receive appropriate lien waivers prior to disbursement of any remaining funds to the SELLER.
5. SELLER and BUYER agree that EXECUTIVE TITLE SERVICES (please choose one) (**SHALL / SHALL NOT**) be permitted to release ESCROW FUNDS in partial amounts for partial completion of the work above described prior to the termination date of this Escrow Agreement.
6.  If SELLER does not complete the improvements or SELLER and BUYER cannot mutually agree to release the funds, then the parties agree at their expense to mediate their differences in Conciliation Court for disputes of \$10,000 or less, or District Court if disputed amount is greater. EXECUTIVE TITLE SERVICES agrees to cooperate fully with the parties in any process to resolve the differences, including providing the parties with copies of appropriate documents.
Initial ATP
7. EXECUTIVE TITLE SERVICES reserves the right at its own discretion, at any time prior to disbursement to require authorization from SELLER AND BUYER prior to disbursement of the ESCROW FUNDS OR in the event of a dispute as to the disposition of the ESCROW FUNDS, EXECUTIVE TITLE SERVICES may deposit the ESCROW FUNDS with a court of competent jurisdiction for a final resolution of the matter. Its reasonable costs and attorneys' fees for such legal adjudication shall be paid out of the ESCROW FUNDS.
8. **SELLER AND BUYER acknowledge that the amount held on deposit may be insufficient to complete the improvement(s) specified and it will be (please choose one) (BUYER / SELLER) responsibility to pay anything more than what is being held in escrow.**
9. The acceptance by EXECUTIVE TITLE SERVICES of its duties under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree shall govern and control with respect to the rights, duties, liabilities and immunities of EXECUTIVE TITLE SERVICES.

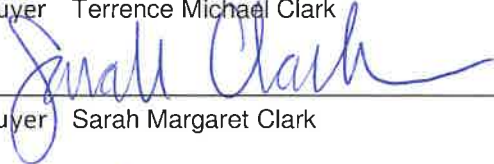
- a. EXECUTIVE TITLE SERVICES is not a party to and is not bound by, any agreement which may be evidenced by or arise out of the foregoing escrow instructions, other than expressly therein set forth.
 - b. EXECUTIVE TITLE SERVICES shall be protected in acting upon any written notice, request, waiver, consent, receipt of other paper or document which EXECUTIVE TITLE SERVICES in good faith believes to be a genuine and what it purports to be.
 - c. The undersigned SELLER and BUYER hereby indemnify and agree to pay EXECUTIVE TITLE SERVICES for any claims or expenses arising out of this Agreement, including court costs and reasonable attorney's fees.
10. This Escrow Agreement shall be binding upon and insure to the benefit of the parties, their successors and assigns.
 11. This Escrow Agreement shall be governed by the laws of the State of Minnesota.
 12. No rescission of this escrow or modification of its terms shall be effective without the written consent of the undersigned and EXECUTIVE TITLE SERVICES.
 13. Any written communication given in connection with respect to this escrow agreement shall be sent to the parties at the addresses set forth below. If any party to this agreement shall move or relocate is shall be the duty of the moving party to notify the others of the change of address.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.



Buyer Terrence Michael Clark

Seller Michael D. Meek



Buyer Sarah Margaret Clark

Seller Roberta A. Meek,




Address

Address for future correspondence



Address



Phone

Phone

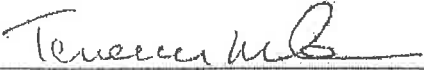
Email

Email


Executive Title Services
202 Superior Blvd
Wayzata, MN 55391

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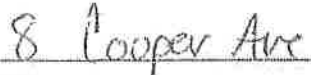
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Buyer Terrence Michael Clark



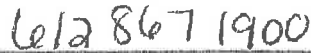
Buyer Sarah Margaret Clark



Address

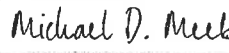


Edina MN 55436

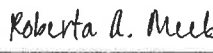


Phone

Email

DocuSigned by:
x 

PA759CC8F53A4EA
DocuSigned by: Seller Michael D. Meek

+ 

FA759CC8F53A4EA
Seller Roberta A. Meek,

Address for future correspondence

Phone

Email

Executive Title Services
202 Superior Blvd
Wayzata, MN 55391

Phone: (952) 230-3188

Fax: (952) 400-8860

By: Escrow Department

FILE NUMBER:

18462

Fritz Bobcat & Landscaping LLC

15808 County Road 9

Lester Prairie, MN 55354

Ph. 612-790-7542

email fritzllc@broadband-mn.com

Estimate

Date	Estimate #
7/8/2022	708

Name / Address
Owner 2725 Shadywood Rd. Orono 55331

			Project
Description	Qty	Rate	Total
Top off the 6'x8' rough gravel area where the sewer line repair was completed with 1 yard of black dirt. Install 6 yards of seed to cover the area. Materials & labor included.		0.00	0.00
Total			\$1595.00

Shelly Bullock

From: Andrew Spilseth <andrew.spilseth@compass.com>
Sent: Friday, July 8, 2022 10:34 PM
To: Shelly Bullock
Cc: tcody.turnquist@compass.com
Subject: Re: FW: 2725 Shadywood Rd. I & I report

Can we go 2 x on the landscaping? Seems light at \$690 but?!?! Whatever we can do thx thx thx!!!!

On Fri, Jul 8, 2022 at 10:29 PM Shelly Bullock <shelly@executivetitlemn.com> wrote:

I like to hold 1.5 but whatever you want is fine.

Shelly Bullock | Executive Closer

EXECUTIVE TITLE SERVICES

MINNEAPOLIS | EDINA | WAYZATA | ST. PAUL

202 Superior Boulevard, Wayzata, MN 55391

Phone: 952-230-3188 | Fax: 952-487-3137

shelly@executivetitlemn.com

teamwayzata@executivetitlemn.com

MY LICENSE NUMBER: 40012502

COMPANY LICENSE NUMBER: 40577382

WARNING! WIRE FRAUD ADVISORY

Wire Fraud is a real threat in today's real estate market.

Our standard practice is to accept incoming funds in the form of a cashier's check made payable to Executive Title Services.

If your only option is to wire funds, we will work with you to protect you and your transaction from fraud.

Please call to speak with your Executive Closer to receive wire instructions.

From: Andrew Spilseth <andrew.spilseth@compass.com>

Sent: Friday, July 8, 2022 10:24 PM

To: Shelly Bullock <shelly@executivetitlemn.com>

Cc: tcody.turnquist@compass.com

Subject: Re: FW: 2725 Shadywood Rd. I & I report

Do we do 1.5 or 1.25 x that amount ?

I'll be on site tomorrow but not sure we can do much more with timeframe

On Fri, Jul 8, 2022 at 10:23 PM Shelly Bullock <shelly@executivetitlemn.com> wrote:

Hi

Please see below regarding the escrow. Are you in agreement with this?

Let me know so I can revise the escrow and settlement statement for the Brad and get it sent out this weekend for our closing Monday at 9

Thanks Shelly

Shelly Bullock | Executive Closer

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From: Olson, Brad <BradOlson@edinarealty.com>

Sent: Friday, July 8, 2022 4:13 PM

To: Shelly Bullock <shelly@executivetitlemn.com>; Bobbi Olson <Bobbi@executivetitlemn.com>

Cc: Alex Fink <afink@gibraltartitle.com>; Lisa Krieger <LisaK@GibraltarTitle.com>; amy@gibraltartitle.com

Subject: RE: [2725 Shadywood Rd. I](#) & I report

Hi Shelly and Bobbi,

Andrew asked for some landscaping numbers for the yard repair after the work gets done on the sewer line at 2725 Shadywood Rd.

I forwarded Andrew a proposal from Tom Fritz of Fritz Bobcat and Landscape of \$595.00 to do the yard work after the sewer repair is done.

Tom was out in the field so I don't have an email from him-just a text.

His text stated: "6 yards sod, 1 yard black dirt, delivered/installed. \$595.00.

Tom based his estimate on the information that I gave him from the sewer contractor who told me that the affected area for the repair would be a 6 ft. by 8 ft. area of the yard.

I've worked with Tom on numerous projects including the new retaining walls below the porch at 2725 Shadywood that were just completed.

That should be everything you need to complete the escrow agreement, correct?

Will we be able to get final numbers today or will that be Monday morning?

Thanks,

Brad

From: Shelly Bullock <shelly@executivetitlemn.com>
Sent: Wednesday, July 6, 2022 4:21 PM
To: Olson, Brad <BradOlson@edinarealty.com>; Bobbi Olson <Bobbi@executivetitlemn.com>
Cc: Debra Lustig <deb@gibraltartitle.com>; Alex Fink <afink@gibraltartitle.com>; Lisa Krieger <LisaK@GibraltarTitle.com>
Subject: RE: 2725 Shadywood Rd. I & I report

Hi

A bid is all I need. Then we have to confirm with the City that they agree as well.

Thanks Shelly

Shelly Bullock | Executive Closer

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Phone: 952-230-3188 | Fax: 952-487-3137

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From: Olson, Brad <BradOlson@edinarealty.com>

Sent: Wednesday, July 6, 2022 4:18 PM

To: Shelly Bullock <shelly@executivetitlemn.com>; Bobbi Olson <Bobbi@executivetitlemn.com>

Cc: Debra Lustig <deb@gibraltartitle.com>; Alex Fink <afink@gibraltartitle.com>; Lisa Krieger <LisaK@GibraltarTitle.com>

Subject: RE: 2725 Shadywood Rd. I & I report

Hi Shelly,

I'm working on the getting the estimates from sewer contractors.

I'm meeting 2 of them at the house tomorrow.

Assuming that you will draft an escrow agreement?

Hopefully I'll have some numbers for you to plug in tomorrow or Friday at the latest.

Let me know if there's anything else you need from me other than a written estimate from the contractor(s).

Brad Olson

Edina Realty

11800 Singletree Ln, Suite 401

Eden Prairie, Mn 55344

612.590.6338 cell/text

BradOlson@EdinaRealty.com

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My Introductory Video

From: Shelly Bullock <shelly@executivetitlemn.com>

Sent: Wednesday, July 6, 2022 3:24 PM

To: Olson, Brad <BradOlson@edinarealty.com>; Bobbi Olson <Bobbi@executivetitlemn.com>

Cc: Debra Lustig <deb@gibraltartitle.com>; Amy Kohout <Amy@GibraltarTitle.com>; Andrew Spilseth <andrew.spilseth@compass.com>; Alex Fink <afink@gibraltartitle.com>

Subject: RE: 2725 Shadywood Rd. I & I report

Thanks

Shelly Bullock | Executive Closer

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From: Olson, Brad <BradOlson@edinarealty.com>

Sent: Wednesday, July 6, 2022 3:17 PM

To: Shelly Bullock <shelly@executivetitlemn.com>; Bobbi Olson <Bobbi@executivetitlemn.com>

Cc: Debra Lustig <deb@gibraltartitle.com>; Amy Kohout <Amy@GibraltarTitle.com>; Andrew Spilseth <andrew.spilseth@compass.com>; Alex Fink <afink@gibraltartitle.com>

Subject: FW: [2725 Shadywood Rd. I & I report](#)

Hi Shelly-here's the City of Orono's I & I report for 2725 Shadywood.

Brad Olson

Edina Realty

[11800 Singletree Ln, Suite 401](#)

[Eden Prairie, Mn 55344](#)

612.590.6338 cell/text

BradOlson@EdinaRealty.com

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From: Kellie Hoen <khoen@ci.orono.mn.us>
Sent: Tuesday, July 5, 2022 2:54 PM
To: Olson, Brad <BradOlson@edinarealty.com>
Subject: FW: Sewer Companies

Hi Brad,

Attached is the Inspection form and the link for the sewer video is below:

<https://we.tl/t-gHP1JAunMr>

Thank you,

Kellie Hoen

Public Works and Parks Administrative Assistant

[City of Orono](#)

[2700 Kelley Parkway](#) | Orono | MN | 55356 (*physical address*)

PO Box 66 | Crystal Bay | MN | 55323-0066 (*mailing address*)

☎ 952.249.4686

From: Kellie Hoen
Sent: Tuesday, July 5, 2022 2:11 PM
To: 'bradolson@edinarealty.com' <bradolson@edinarealty.com>
Subject: Sewer Companies

Good Afternoon,

Attached is a list of companies that may be able to help with the repairs for the sewer line on the property.

Thank you,


Kellie Hoen

Public Works and Parks Administrative Assistant

City of Orono

2700 Kelley Parkway | Orono | MN | 55356 (*physical address*)

PO Box 66 | Crystal Bay | MN | 55323-0066 (*mailing address*)

 952.249.4686

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Andrew Spilseth

Real Estate Professional

m: 612.396.2951



Andrew Spilseth

Real Estate Professional

m: 612.396.2951



Shelly Bullock

From: Olson, Brad <BradOlson@edinarealty.com>
Sent: Thursday, July 7, 2022 2:33 PM
To: Lisa Krieger
Cc: Korte, Janet
Subject: [External] FW: 2725 Shadywood road sewer line repair

Lisa-here is one of two bids that we have for the sewer line repair at 2725 Shadywood Rd., Orono.

I'll send the other one after I'm in receipt of it.

Thanks,
Brad

Brad Olson
Edina Realty
11800 Singletree Ln, Suite 401
Eden Prairie, Mn 55344
612.590.6338 cell/text
BradOlson@EdinaRealty.com

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My Introductory Video

-----Original Message-----

From: Luke Marchiafava <lukem@heypaul.com>
Sent: Thursday, July 7, 2022 1:58 PM
To: meekrc@mchsi.com
Cc: Olson, Brad <BradOlson@edinarealty.com>; Service - A-Z <service@a-zunderground.com>
Subject: 2725 Shadyroad

Hello Gentlemen,

Thanks for meeting me at the property Brad. With over 100 years of experience and four generations of service we are the metro leaders when it comes to sewer and water repair.

After camera inspecting the sewer I have the below estimate if the city finds the sewer non compliant.

-Dig and Liner(s)-

Call locates. Excavate in the yard at the old clay tile yard cleanout (the one we popped open today with the paint bucket). Excavate roughly a 5x6 area down to the sewer. Pre clean/power jet to remove roots and debris and prep for lining. Install a liner both down stream out to the city sewer, as well as upstream into the good section of sewer with a liner. A dual yard cleanout even with the lawn would be installed for future camera or cleaning. Backfilled to rough grade, no yard/lawn restoration provided. 25 year warranty provided on the pipe corrected with liner. Permit pulled abs city inspected with post video.

\$15,101.00

Jobs like this typically take one days time to complete. Only leaving the house without sewer use for a 5-7 hour window. To schedule we would take a down payment of \$1000.00 and/or title company information. Thank you again, we look forward to continuing to serve you!

Luke Marchiafava
Sewer and Water field supervisor
Paul Bunyan Plumbing/A-Z Underground
612 412 7997

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TASK 65778

Date Called in	6/29/2022
Date Scheduled	7/5/2022 1:00PM

City Of Orono
Point of Sale Sanitary Sewer Service I&I Compliance Inspection Form

Property Address:	2725 Shadywood Rd.
PID:	2111723240004

Owner Information			
Name:	Bradly Olson-Realtor		
Mailing Address: (if different from Property)			
Phone:	612-590-6338	Email:	bradolson@edinarealty.com

Inspector Information			
Name:	Brandon / Brian		
Company/ Organization	City of Orono	License number:	
Phone:		Email:	

Inspection			
System	Standard	Pass	Fail
Roof Drains	Roof drains and leaders Roof drains should not be connected to the sanitary sewer but should discharge to the ground outside of a building. If the roof drains are connected to the sanitary sewer, disconnect them, plug any open connections to the sanitary sewer using a non-shrink permanent material, and redirect the roof drains onto the ground outside the building.	✓	
Foundation Drains	Foundation drains are underground pipes that collect storm water from around the base of a building and into a sump basket, where it is then pumped outside of the building. Foundation drains should not be connected to the sanitary sewer.	✓	
Sump Pumps	Sump pumps are designed to capture surface or ground water that enters basements or crawl spaces and pump it away from the house. The basic sump system includes drain tile, a sump pit, a sump pump, a float or switch, and a drain line. Sump pumps should not be connected to the sanitary sewer.	✓	
Sewer Service Line	Sanitary Sewer Inflow & Infiltration (I/I) Compliance Inspection Sanitary Sewer Lines. All sanitary sewer lines serving Property, from the house to the main line, shall be in a safe and functional condition and shall be free from all leaks, failures including but not limited to partially collapsed sections or tree root intrusion. The sanitary sewer lines shall meet the City Code standards and specifications. (Details on back of this sheet)		✓
Notes:	Rats in joints		
Toilet Removed For Inspection:	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Inspectors Signature: <i>Brian / Brandon</i>	Date: <i>7/5/22</i>
Owners Signature:	Date:

City Review	
<input type="checkbox"/> Compliant	<input checked="" type="checkbox"/> Corrective Action Required
Certificate of Compliance Expires:	Corrective Action Due by: <i>10/5/22</i>
Date: <i>7/5/2022</i>	Signature: <i>Kellie Hoen</i>
	Name: <i>Kellie Hoen</i>

Service Line Inspection Details

Weather Conditions:	
Approximate Depth of Service	
Type and Size of Service	
Overall Condition of Service Pipe	

Please note all connections, fittings, points of concern on service line including infiltration, tree root, cracks, misaligned joints, etc. This report must include a digital copy of the televising.	
Feet	Comment
Example: 0 1-10	Start for 4" cleanout in NE corner of Basement Misaligned joint - Infiltration
0 Ø	Basement Toilet
34'	Cleanout
37'	Liner Ends
153'	Liner Starts
162'	Roots
165'	Radial Crack
171'	Roots
174'	Roots
200'	All we Have for Line
Notes:	