WORK COMPLETION ESCROW AGREEMENT

File Number: MN2507-1829

Closing Date: August 12, 2025

Purchaser: Leah N. Splavec

Seller: Nicholas Olson and Ashley Olson

It is mutually agreed Seller has not completed or performed certain requirements or conditions of the sale agreement between the parties as follows:

Sewer line repair for City reinspection to issue certificate of compliance

It is further agreed that the Escrow agent may nevertheless complete the closing and settlement of this transaction in accordance with instructions previously given, and in consideration thereof, Seller agrees to complete or perform the above listed requirements or conditions of the sale agreement on or before 09/12/2025 and deposits with Flex Title Company, LLC the sum of \$10,703.00 which shall be held by the Escrow Agent to indemnify the Buyer and Flex Title Company from any loss or damage whatsoever which they either of them may suffer including any title insurance liabilities, as a result of the failure or delay of the Seller to so complete or perform as agreed.

At the request of the Seller and upon approval by the Lender, Flex Title Company may disburse the funds deposited herewith as follows:

- ? Payments to other parties in exchange for receipts, releases or satisfactions of all the requirements or conditions listed above.
- ? Payments to Seller in exchange for receipts, releases or satisfactions of all the requirements or conditions listed above.

Any inspection fees or recording fees in connection with this escrow are the responsibility of the Seller and the payment of these fees will be taken from the funds deposited herewith.

Receipts, releases or satisfactions must be in the form as follows: paid receipt, lien waiver, I&I Compliance Certificate from City of Orono

The balance of all remaining funds after completing or preforming the requirements or conditions shall be paid to the Seller. Time is of the essence for this agreement and upon failure of the Seller to complete or perform as agreed, Purchaser and Lender may at their sole option, proceed to secure completion or performance of such requirements from the funds deposited herewith.

All other applicable escrow instructions remain in effect including the General Conditions or Escrow which are incorporated herein by reference.

eah N. Splayed

Nicholas Olson

Ashley Olson

TO: Ashley & Nicholas Olson Realtor Chi Pham, Compass 1990 Shadywood Road Orono, MN

HIGHVIEW PLUMBING, INC. 7460 Oxford Street St. Louis Park, MN 55426

highviewplumbing.com email: office@highviewplumbing.com Phone: (952) 933-8600 Fax: 952-943-0932

Email: <u>ashleyconrad0408@gmail.com</u>, <u>chi.pham@compass.com</u> Phone: Ashley – 612-430-0799, Chi – 612-220-3475

Thole. History 012-450-0777, Clif = 012-220-54	13	····	
We proposed to furnish and install for the	home (Home, Building, Store, etc)		situated on
Same as above		MN_	the following material:
(Street)	(City)	(State)	***************************************
- Excavate at 4" x 6" transition in blacktop driveway to access sewer service. CIPP line 6" clay tile to bring			
Sewer into City Compliance, repipe access point with Sch 40 PVC pipe & fittings			
- Blacktop removal & repair			
- Excavation, backfilling, labor and material to complete work			
- Permit with post work video upload to City			
We agree to furnish and install the material specified above for the sum of \$9,730.00 provided that acceptance is received by us within 10 days from the date hereof. We guarantee to install the above material in a workmanlike manner, subject to you or your agent's inspection at any and all times during installation and in compliance with local and state ordinances governing such work. Materials used have passed ASTM requirements for admission to the Universal Plumbing Code and must meet 50-year life expectancy testing. We extend a three-year correction period from date of completion against installation, operational and mechanical defects. Materials used in this installation are covered under the manufacturers' individual product warranties. We agree to furnish the necessary permits as a part of this proposal and obtain required inspections as mandated by municipality. This constitutes the entire agreement. If extra work or material is necessary, it is hereby understood that an extra charge will be made. It is expressly stipulated and agreed that the undersigned shall not be held liable for damage to unmarked private underground lines (including but not limited to sprinkler lines, electric pet fences & electrical lines to outdoor lights) & any contingencies occasioned by strikes, fire, weather, or acts of other contractors or any other cause beyond his control. An extra charge for unusual soil condition or high water table/dewatering, may apply. For sewer & water, dirt/soil is replaced in order of removal, and existing sod/grass is replaced, if able, to the best of our ability and as weather conditions allow; homeowner(s) responsible for further restoration of toppings as necessary. Size of the excavation site is kept to a minimum but must allow for the placement of our safety box (3' x 5') or the size the scope of work dictates and to comply with OSHA safety standards. Payment is to be made as follows: ON COMPLETION of work performed by check preferred or by online payment link from bank account sent with			
REMARKS:			
Acceptance by you shall constitute a contract and Acknowledgment of Contractor Lien Rights notification The foregoing is satisfactory and is hereby accepted	Family Owned	Respectfully	submitted, D. Swanson
This <u>8</u> day of <u>August</u> , 2025	Customer Focused	∕ Kyle I	D. Swanson
Ashley Olson			Dated 8/8/25
Ashley Olson (Owner or Authorized Representative)	_		N Master Plumber's License #066760PM lumbing Contractor License #PC642678

LIEN CLAIMANT NOTICE TO OWNER BY GENERAL CONTRACTOR

You have entered into a contract with the undersigned for <u>work as described above</u> at address: <u>same</u> as above. We are authorized to provide you with this notice. You are therefore notified that:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice. Following are listed all contractors, sub-contractors or suppliers this applies to: Highview Plumbing, Inc.

1990 Shadywood Rd

Final Audit Report

2025-08-08

Created:

2025-08-08

Ву:

Susan Swanson (office@highviewplumbing.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAzmpeGhf40otqJ4-88g840D4-aMh13J_W

"1990 Shadywood Rd" History

- Document created by Susan Swanson (office@highviewplumbing.com) 2025-08-08 1:12:47 PM GMT
- Document emailed to ashleyconrad0408@gmail.com for signature 2025-08-08 1:12:51 PM GMT
- Email viewed by ashleyconrad0408@gmail.com 2025-08-08 1:13:21 PM GMT
- Signer ashleyconrad0408@gmail.com entered name at signing as Ashley Olson 2025-08-08 1:20:37 PM GMT
- Document e-signed by Ashley Olson (ashleyconrad0408@gmail.com)
 Signature Date: 2025-08-08 1:20:39 PM GMT Time Source: server
- Agreement completed. 2025-08-08 - 1:20:39 PM GMT