

The undersigned parties to a Purchase Agreement dated _____
on property known as _____

hereby mutually agree to amend said contract as follows:

Notwithstanding any provision in the attached Purchase Agreement, Buyer and Seller agree that the following provisions will govern this transaction:

1. At closing, Seller will deliver a Limited Warranty Deed conveying the property.
2. Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that Seller is selling and Buyer is purchasing the property in an "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, foundation, soils and geology; lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances, if any, plumbing and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or federal statutes, codes or ordinances. The closing of this transaction shall constitute an acknowledgement by the Buyer that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

All other terms and conditions of the Purchase Agreement to remain the same.

Dated _____

Buyer

Buyer

Seller

Seller

By _____

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES
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- 1. Date
2. Page 1 of pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

5. Property located at 6090 Lake Linden Drive

6. City of Shorewood, County of Hennepin, State of Minnesota.

7. NOTICE: Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
9. prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the
10. following two options. Disclosures made herein, if any, are not a warranty or guarantee of any kind by Seller or
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

14. 1) [] QUALIFIED THIRD-PARTY INSPECTION: Seller shall provide to prospective Buyer a written report that
15. discloses material information relating to the real property that has been prepared by a qualified third party.
16. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
19. written report.

20. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information
21. that is included in a written report, or material facts known by Seller that are not included in the
22. report.

23. The inspection report was prepared by

24. _____

25. and dated _____, 20 _____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

28. _____

29. _____

30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

33. _____

34. _____

35. _____

36. 2) [x] WAIVER: The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. NOTE: If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
44. property that occur, other than those disclosure requirements created by any other law.

45. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or
46. abridge any obligation for Seller disclosure created by any other law.

48. Property located at 5090 Lake Linden Drive Shorewood MN 55331

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local or other governmental entities
53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

56. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
58. *Disclosure Statement: Subsurface Sewage Treatment System.*)

59. There is a subsurface sewage treatment system on or serving the above-described real property.
60. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

61. There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. (Check appropriate box.)

65. Seller certifies that Seller does not know of any wells on the above-described real property.

66. Seller certifies there are one or more wells located on the above-described real property.
67. (See *Disclosure Statement: Well.*)

68. Are there any wells serving the above-described property that are not located on the property? Yes No

69. To your knowledge, is the property in a Special Well Construction Area? Yes No

70. Comments: _____

71. _____

72. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)

73. There IS IS NOT an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments: _____

78. _____

79. **D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described herein.

85. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.

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

94. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

96. Property located at 6090 Lake Linden Drive Shorewood MN 55331

97. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

98. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

99. Seller is not aware of any methamphetamine production that has occurred on the property.

100. Seller is aware that methamphetamine production has occurred on the property.

101. (See Disclosure Statement: Methamphetamine Production.)

102. **F. RADON DISCLOSURE:**

103. (The following Seller disclosure satisfies MN Statute 144.496.)

104. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

108. Every buyer of any interest in residential real property is notified that the property may present exposure to
109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
112. information on radon test results of the dwelling.

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
114. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
115. can be found at www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
119. the court. Any such action must be commenced within two years after the date on which the buyer closed the
120. purchase or transfer of the real property.

121. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
122. knowledge.

123. (a) Radon test(s) HAVE HAVE NOT occurred on the property.

(Check one.)

124. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE: Seller shall attach the most**
125. **current records and reports pertaining to radon concentration within the dwelling:**

126. _____

127. _____

128. _____

129. (c) There IS IS NOT a radon mitigation system currently installed on the property.

(Check one.)

130. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
131. description and documentation.

132. _____

133. _____

134. _____

135. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone
136. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
137. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
138. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

140. Property located at 6090 Lake Linden Drive Shorewood MN 55331

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
147. home.

148. Examples of exterior moisture sources may be

- 149. • improper flashing around windows and doors,
- 150. • improper grading,
- 151. • flooding,
- 152. • roof leaks.

153. Examples of interior moisture sources may be

- 154. • plumbing leaks,
- 155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 156. • overflow from tubs, sinks or toilets,
- 157. • firewood stored indoors,
- 158. • humidifier use,
- 159. • inadequate venting of kitchen and bath humidity,
- 160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 161. • line-drying laundry indoors,
- 162. • houseplants—watering them can generate large amounts of moisture.

163. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
164. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
165. Therefore, it is very important to detect and remediate water intrusion problems.

166. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
167. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
168. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

169. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
170. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
171. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
172. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
173. property.

174. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
175. Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

176. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
177. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
178. may be obtained by contacting the local law enforcement offices in the community where the property is
179. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
180. web site at www.corr.state.mn.us.

182. Property located at 6090 Lake Linden Drive Shorewood MN 55331

183. **K. SELLER'S STATEMENT:**

184. *(To be signed at time of listing.)*

185. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
186. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
187. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
188. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
189. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
190. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
191. provide a copy to the prospective buyer.

192. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
193. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
194. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
195. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
196. *Disclosure Statement* form.
197. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
198. and will NOT disclose any new or changed information regarding facts.
199. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
200. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
201. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
202. *Disclosure* form.

203.  8/15/15
(Seller) TCFW (Date) (Seller) (Date)

204. **L. BUYER'S ACKNOWLEDGEMENT:**

205. *(To be signed at time of purchase agreement.)*

206. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
207. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
208. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
209. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
210. for any inspections or warranties the party(ies) may wish to obtain.

211. The information disclosed is given to the best of the Seller's knowledge.

212. _____
(Buyer) (Date) (Buyer) (Date)

213. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE**
214. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

Radon in Real Estate Transactions



All Minnesota homes can have dangerous levels of **radon gas** in them. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the earth. When inhaled, its radioactive particles can damage the cells that line the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon, making it a serious health concern for all Minnesotans.

It does not matter if the home is old or new and the only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates **2 in 5 homes built before 2010** and **1 in 5 homes built since 2010** exceed the 4.0 pCi/L action level.



In Minnesota, buyers and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, it is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesota Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a radon test when purchasing a house. The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.



Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, **before signing a purchase agreement to sell or transfer residential real property**, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling.

The disclosure shall include:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon concentrations, mitigation, or remediation;
4. information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
5. a radon warning statement

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

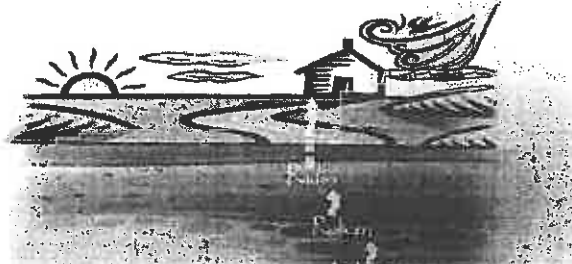
Radon Facts

How dangerous is radon?

Radon is the **number one cause of lung cancer in non-smokers** and the second leading cause of lung cancer overall, next to tobacco smoking. Thankfully, much of this risk can be prevented through testing and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

Where is your greatest exposure to radon?

Radon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sealed or drafty, with or without a basement, **any home can have high levels of radon.**



Where does Radon come from?

Radon comes from the soil. It is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structure.

I have a new home, aren't radon levels reduced already?

Homes built in Minnesota since June 2009 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistant New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

What is the recommended action based on my results?

If the average radon in the home is at or above 4.0 pCi/L, **the house should be fixed**. Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.

How are radon tests conducted in real estate transactions?

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, there are special protocols for radon testing.



Continuous
Radon Monitor
(CRM)

Fastest

Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.

Test report is analyzed to ensure that it is a valid test.



Simultaneous
Short-term Testing

Second fastest

Two short-term test kits are used at the same time, placed 6-12 inches apart, for a minimum of 48 hours.

Test kits are sent to the lab for analysis.

The two test results are averaged to get the radon level.



Sequential
Short-term Testing

Slowest

One short-term test is performed for a minimum of 48 hours.

Test kit is sent to lab for analysis.

Another short-term kit is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 hours.

Test kit is sent to the lab for analysis.

The two test results are averaged to get the radon level.

Radon Testing

House conditions when testing

Be aware that any test lasting less than three months requires closed-house conditions.

Closed-house Conditions: Mean keeping all windows and doors closed, except for normal entry and exit.

Before Testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During Testing: Maintain closed-house conditions during the entire duration of the short term test. Operate home heating or cooling systems normally during the test.

Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

The test kit should be placed:

- two to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be tested. For instance, if the house has one or more of the following foundation types--basement, crawl space, slab-on-grade--a test should be performed in the basement and in at least one room over the crawlspace and one room with a slab-on-grade area.

Who should conduct radon testing in real estate transactions?

All radon tests should be conducted in accordance with national radon measurement protocols, by a certified and MDH-listed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon web site. A seller may have previously conducted testing in a property. If the test result is at or above the action level, the home should be mitigated.

Radon Mitigation

Lowering radon in existing homes - Radon Mitigation

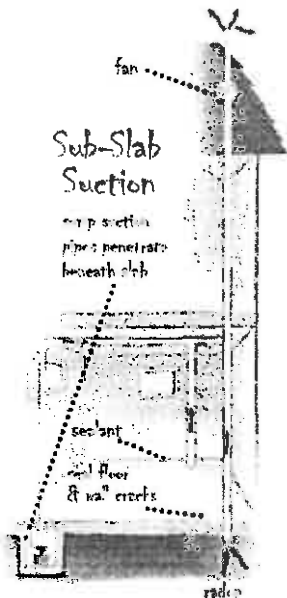
When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L.

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.



Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation;
- Names of trained, certified and MDH-listed radon professionals;

MDH Radon Program

625 Robert St N
P.O. Box 64975
St. Paul, MN 55164-0975
(651) 201-4601
1(800) 798-9050



Email: health.indoorsair@state.mn.us
Web: www.health.state.mn.us/radon

**Instant
Forms**

10/2013 ICN 141-3722

DISCLOSURE STATEMENT: WELL

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date _____
2. Page 1 of _____ pages: THE REQUIRED MAP IS
3. ATTACHED HERETO AND MADE A PART HEREOF.

4. Minnesota Statute 1031.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.
9. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.
14. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency or qualified professional which regulates wells for further information about these issues.

17. Instructions for completion of this form are on page three (3).

18. PROPERTY DESCRIPTION: Street Address: 6090 Lake Linden Drive

19. Shorewood 55331 Hennepin
(City) (Zip) (County)

20. LEGAL DESCRIPTION:
21. "LINDEN PARK, HENNEPIN CO., MINN." WITH LENGTHY METES AND BOUNDS. SEE TAX RECORDS.

23. WELL DISCLOSURE STATEMENT: (Check appropriate boxes.)

24. Seller certifies that the following wells are located on the above described real property.

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SHARED	SEALED
27. Well 1	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Well 2	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Well 3	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30. Is this property served by a well not located on the property? Yes No

31. If "Yes," please explain: _____
32. _____

33. NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 102-113. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.

37. If the well is, "Shared":
38. (1) How many properties or residences does the shared well serve? _____

39. (2) Who manages the shared well? _____

40. (3) Is there a maintenance agreement for the shared well? Yes No

41. If "Yes," what is the annual maintenance fee? \$ _____

43. Property located at 6090 Lake Linden Drive Shorewood MN 55331

44. **OTHER WELL INFORMATION:**

45. Date well water last tested for contaminants: _____ Test results attached? Yes No

46. Contaminated Well: Is there a well on the property containing contaminated water? Yes No

47. Comments: _____

48. _____

49. _____

50. _____

51. _____

52. _____

53. _____

54. **SEALED WELL INFORMATION:** For each well designated as sealed above, complete this section.

55. When was the well sealed? _____

56. Who sealed the well? _____

57. Was a Sealed Well Report filed with the Minnesota Department of Health? Yes No

58. **MAP: Complete the attached Location Map showing the location of each well on the real property.**

59. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(ies) in
60. this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

61. **SELLER'S STATEMENT: (To be signed at time of listing.)**

62. Seller(s) hereby states that the facts as stated above are true and accurate and authorizes any licensee(s) representing
63. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
64. in connection with any actual or anticipated sale of the property. A seller may provide this Disclosure Statement to
65. a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
66. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
67. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
68. buyer, the real estate licensee must provide a copy to the prospective buyer.

69. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed herein**
70. **(new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or**
71. **enjoyment of the property or any intended use of the property that occur up to the time of closing.** To disclose
72. new or changed facts, please use the *Amendment to Disclosure Statement* form.

73. _____ 8/5/15 _____
(Seller) **TCF NATIONAL BANK** *VP* (Date) (Seller) (Date)

74. **BUYER'S ACKNOWLEDGEMENT: (To be signed at time of purchase agreement.)**

75. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Well* and *Location Map* and
76. agree that no representations regarding facts have been made other than those made above.

77. _____
(Buyer) (Date) (Buyer) (Date)

78. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE**
79. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



81. **INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT**

82. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise
83. constructed if the excavation is intended for the location, diversion, artificial recharge or acquisition of groundwater.

84. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been
85. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this
86. date, you should have the unique well number in your property records. If you are unable to locate your unique well
87. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number
88. is available, please indicate the depth and year of construction for each well.

89. **WELL TYPE:** Use one of the following terms to describe the well type.

90. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use. Examples
91. of water wells are: domestic wells, drive-point wells, dug wells, remedial wells and municipal wells.

92. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically
93. large-diameter wells connected to a large pressure distribution system.

94. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is
95. typically used to access groundwater for the extraction of samples.

96. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction
97. or use of underground spaces.

98. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract
99. groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat
100. loops).

101. **WELL USE STATUS:** Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.

102. **IN USE:** A well is "in use" if the well is operated on a daily, regular or seasonal basis. A well in use includes
103. a well that operates for the purpose of irrigation, fire protection or emergency pumping.

104. **NOT IN USE:** A well is "not in use" if the well does not meet the definition of "in use" above and has not been
105. sealed by a licensed well contractor.

106. **SEALED:** A well is "sealed" if a licensed contractor has completely filled a well by pumping grout material
107. throughout the entire bore hole after removal of any obstructions from the well. A well is "capped" if it has
108. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry
109. into the well. A "capped" well is not a "sealed" well.

110. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing
111. contractor, check the well status as "not in use."

112. If you have any questions, please contact the Minnesota Department of Health, Well Management Section,
113. at (651) 201-4587 (metropolitan Minneapolis-St. Paul) or 1-800-383-9808 (greater Minnesota).

LOCATION MAP

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1. Page _____ of _____ pages

2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of any of the following on the property.

4. SUBSURFACE SEWAGE TREATMENT SYSTEM WELL METHAMPHETAMINE PRODUCTION AREA
(Check all that apply.)

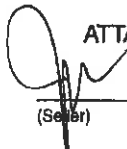
5. Include approximate distances from fixed reference points such as streets, buildings and landmarks.

6. Property located at 6090 Lake Linden Drive

7. Shorewood, MN 55331

8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial:

 8/5/15
(Seller) (Date) (Buyer) (Date)

10. _____
(Seller) (Date) (Buyer) (Date)

11. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER