



**ADDENDUM TO PURCHASE AGREEMENT:
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS**

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- 1. Date 8.11.20
- 2. Page 1

- 3. Addendum to Purchase Agreement between parties, dated _____
- 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
- 5. 3900 Leslee Curve Chanhassen MN 55331

6. Lead Warning Statement

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
10. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
14. lead-based paint hazards is recommended prior to purchase.

15. Seller's Disclosure (Check one.)

- 16. Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
- 17. in the housing.
- 18. Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
- 19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
- 20. hazards in the housing. (Please explain and list documents below.):
- 21.
- 22.
- 23.

24. Buyer's Acknowledgment

- 25. Buyer has received copies of all information listed above, if any.
- 26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
- 27. Buyer has: (Check one.)
- 28. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
- 29. lead-based paint hazards; or
- 30. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
- 31. the presence of lead-based paint and/or lead-based paint hazards.
- 32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
- 33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
- 34. shall be completed within **TEN (10)** _____ Calendar Days after Final Acceptance of the Purchase
- 35. Agreement.
 (Check one.)



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PAINT HAZARDS

36. Page 2

37. Property located at 3900 Leslee Curve Chanhassen MN 55331

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase
48. Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. Real Estate Licensee's Acknowledgment

53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
54. responsibility to ensure compliance.

55. Certification of Accuracy

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the
57. information provided by the signatory is true and accurate.

58. DocuSigned by: [Signature] 8/27/2020
(Seller) Steven Meyers (Date) (Buyer) (Date)
59. DocuSigned by: [Signature] 8/27/2020
(Seller) Cassandra Meyers (Date) (Buyer) (Date)
60. DocuSigned by: [Signature] 8/27/2020
(Real Estate Licensee) Scott Stabeck (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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- 1. Date August 20, 2020
- 2. Page 1 of _____ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.

7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to

8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect

9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.

10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before

11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,

12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the

13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.

14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*

15. form for further information regarding disclosure alternatives. **This disclosure is not a warranty or a guarantee of any**

16. **kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for**

17. **any inspections or warranties the party(ies) may wish to obtain.**

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a

20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103,

21. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in

23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any

24. other option.

25. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it

26. inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of

27. the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does

28. not apply. "NO" may mean that Seller is unaware.

29. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or

30. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your

31. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.

32. (6) If any items do not apply, write "NA" (not applicable).

33. Property located at 3900 Leslie Cir.

34. City of Chanhassen, County of Carver

35. State of Minnesota, Zip Code 55331 ("Property").

36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.

37. (1) What date did you Acquire Build the home? 2014
----- (Check one.) -----
38. (2) Type of title evidence: Abstract Registered (Torrens) Unknown
39. Location of Abstract: _____
40. Is there an existing Owner's Title Insurance Policy? Yes No
41. (3) Have you occupied this home continuously during your ownership? Yes No
42. If "No," explain: _____
43. (4) Is the home suitable for year-round use? Yes No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) Yes No
45. (6) Does the Property include a manufactured home? Yes No
46. If "Yes," HUD #(s) is/are _____
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? Yes No



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DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

49. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

50. Property located at 3900 Leslie Court, Chanhassen, MN 55331

51. (7) Is the Property located on a public or a private road? [X] Public [] Private [] Public: no maintenance

52. (8) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

53. (a) Do you know which zone the Property is located in? [] Yes [X] No

54. If "Yes," which zone? _____

55. (b) Have you ever had a flood insurance policy? [] Yes [X] No

56. If "Yes," is the policy in force? [] Yes [] No

57. If "Yes," what is the annual premium? \$ _____

58. If "Yes," who is the insurance carrier? _____

59. (c) Have you ever had a claim with a flood insurance carrier or FEMA? [] Yes [X] No

60. If "Yes," please explain: _____

61. _____

62. _____

63. NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply after Buyer completes their purchase.

64. Are there any

65. (9) encroachments? [] Yes [X] No

66. (10) association, covenants, historical registry, reservations, or restrictions, that affect or may affect the use or future resale of the Property? [] Yes [X] No

67. (11) governmental requirements or restrictions that affect or may affect the use or future enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? [] Yes [X] No

68. (12) easements, other than utility or drainage easements? [] Yes [X] No

69. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A: _____

70. _____

71. _____

72. _____

73. B. GENERAL CONDITION: To your knowledge, have any of the following conditions previously existed or do they currently exist on the Property?

74. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

75. (1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? [X] Yes [] No

76. If "Yes," give details of what happened and when:

77. PRIOR OWNER DISCLOSED & REPAIRED HAIL DAMAGE - SEE PRIOR OWNER DISCLOSURE.

78. (2) Have you ever had an insurance claim(s) against your Homeowner's Insurance Policy? [] Yes [X] No

79. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? _____

80. _____

81. Did you receive compensation for the claim(s)? [] Yes [X] No

82. If you received compensation, did you have the items repaired? [] Yes [] No

83. What dates did the claim(s) occur? _____

92. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

93. Property located at 3900 Joslee Cuen., Cranston, MN 55331

94. (3) (a) Has/Have the structure(s) been altered?
 95. (e.g., additions, altered roof lines, changes to load-bearing walls) Yes No
 96. If "Yes," please specify what was done, when, and by whom (owner or contractor):

99. (b) Has any work been performed on the Property? (e.g., additions to the
 100. Property, wiring, plumbing, retaining wall, general finishing) Yes No
 101. If "Yes," please explain: General updating - flooring, paint,
 102. bathrooms, lighting

103. (c) Are you aware of any work performed on the Property for which
 104. appropriate permits were not obtained? Yes No
 105. If "Yes," please explain:

107. (4) Has there been any damage to flooring or floor covering? Yes No
 108. If "Yes," give details of what happened and when:

109. Basement Floor ~~Replaced~~ - installed new drain tile + new sump pump
 110. By previous owner. See Additional information attached.

110. (5) Do you have or have you previously had any pets? Yes No
 111. If "Yes," indicate type 2 Dogs - Black Lab + wired Hair Griffon and number _____

112. (6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):
 113. Block

114. (7) **THE BASEMENT, CRAWLSPACE, SLAB:**

115. (a) cracked floor/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(e) leakage/seepage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
116. (b) drain tile problem? <input type="checkbox"/> Yes <input type="checkbox"/> No	(f) sewer backup? <input type="checkbox"/> Yes <input type="checkbox"/> No
117. (c) flooding? <input type="checkbox"/> Yes <input type="checkbox"/> No	(g) wet floors/walls? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
118. (d) foundation problem? <input type="checkbox"/> Yes <input type="checkbox"/> No	(h) other? _____ <input type="checkbox"/> Yes <input type="checkbox"/> No

119. Give details to any questions answered "Yes":
 120. Prior owner had "My Complete Basement" install wall braces, vapor barrier,
 121. drain tile, and sump pump. We noted some seepage/damp flooring so the vendor
 122. returned and installed additional drain tile. Fully warranted so no cost to us. No

123. (8) **THE ROOF:** moisture has been noticed since. Annual maintenance is performed.
 124. (a) What is the age of the roofing material?
 Home: 13 years years Garage(s)/Outbuilding(s): _____ years NEW ROOF IN 2007 BY PRIOR OWNER

125. (b) Has there been any interior or exterior damage? Yes No
 126. (c) Has there been interior damage from ice buildup? Yes No
 127. (d) Has there been any leakage? Yes No
 128. (e) Have there been any repairs or replacements made to the roof? Yes No

129. Give details to any questions answered "Yes":

132. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

133. Property located at 3900 Lowell Cuv. Chanhassen, MN 55331

134. (9) **THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:**

135. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): Stucco

136. (b) cracks/damage? Yes No

137. (c) leakage/seepage? Yes No

138. (d) other? Yes No

139. Give details to any questions answered "Yes":

140. Cracks on corner of garage. Has been repaired.

141. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

NOTE: Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working condition. Check "No" for items not in working condition.

	Working Order				Working Order		
	NA	Yes	No		NA	Yes	No
147. Air-conditioning.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Propane tank.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
148. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window				<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
149. Air exchange system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Range/oven.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
150. Carbon monoxide detector.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151. Ceiling fan.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refrigerator.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152. Central vacuum.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Security system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
153. Clothes dryer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
154. Clothes washer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
155. Dishwasher.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156. Doorbell.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157. Drain tile system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
158. Electrical system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
159. Environmental remediation system				Trash compactor.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160. (e.g., radon, vapor intrusion).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV antenna system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161. Exhaust system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TV cable system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
162. Fire sprinkler system.....	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV receiver.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163. Fireplace.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV satellite dish.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164. Fireplace mechanisms.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
165. Freezer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water heater.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
166. Furnace humidifier.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water purification system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
167. Garage door auto reverse.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
168. Garage door opener.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water softener.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
169. Garage door opener remote.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned			
170. Garbage disposal.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171. Heating system (central).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172. Heating system (supplemental).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
173. Incinerator.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Window treatments.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
174. Intercom.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood-burning stove.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175. Lawn sprinkler system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other <u>water doesnt come out of refrigerator but ice does</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176. Microwave.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177. Plumbing.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178. Pool and equipment.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

180. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

181. Property located at 3900 Leslie Cuv. Chanhassen, MN 55331

182. Are there any items or systems on the Property connected or controlled wirelessly,
183. via internet protocol ("IP"), to a router or gateway or directly to the cloud? Yes No

184. Comments regarding issues in Section C:

185.

186. **D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**

187. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

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

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

193. **E. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
194. (Check appropriate box(es).)

195. Seller does not know of any wells on the above-described real Property.

196. There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well.*)

197. This Property is in a Special Well Construction Area.

198. There are wells serving the above-described Property that are not located on the Property.

199. (1) How many properties or residences does the shared well serve? _____

200. (2) Is there a maintenance agreement for the shared well? Yes No

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

202. **F. PROPERTY TAX TREATMENT:**

203. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 18.)

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

208. Additional comments:

209.

210. **Preferential Property Tax Treatment**

211. Is the Property subject to any preferential property tax status or any other credits
212. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,
213. Non-Profit Status, RIM, Rural Preserve, etc.) Yes No

214. If "Yes," would these terminate upon the sale of the Property? Yes No

215. Explain:

216.



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DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

218. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

219. Property located at 3900 Dulles Cuv. Chamisen, MN 55331

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

222. Seller represents that Seller is NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall survive the closing of any transaction involving the Property described here.

226. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal Revenue Code.

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

236. H. METHAMPHETAMINE PRODUCTION DISCLOSURE: (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
238. [X] Seller is not aware of any methamphetamine production that has occurred on the Property.
239. [] Seller is aware that methamphetamine production has occurred on the Property.
(See Disclosure Statement: Methamphetamine Production.)

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

246. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS: MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the sale of the home.

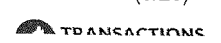
249. K. CEMETERY ACT: The following questions are to be answered to the best of Seller's knowledge. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal remains or human burial grounds is guilty of a felony.

253. Are you aware of any human remains, burials, or cemeteries located on the Property? [] Yes [X] No
254. If "Yes," please explain:

255. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN Statute 307.08, Subd. 7.

258. L. ENVIRONMENTAL CONCERNS: To your knowledge, have any of the following previously existed or do they currently exist on the Property? occasional mouse in fall if garage is left open

- 260. (1) Animal/Insect/Pest Infestation? [X] Yes [] No (6) Lead? (e.g., paint, plumbing) [] Yes [X] No
261. (2) Asbestos? [] Yes [X] No (7) Mold? [] Yes [X] No
262. (3) Diseased trees? [] Yes [X] No (8) Soil problems? [] Yes [X] No
263. (4) Formaldehyde? [] Yes [X] No (9) Underground storage tanks? [] Yes [X] No
264. (5) Hazardous waste/substances? [] Yes [X] No (10) Vapor intrusion? [] Yes [X] No
265. (11) Other? [] Yes [X] No



267. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

268. Property located at 3900 Leslie Cury, Chanhassen, MN 55331

269. (12) Have you ever been contacted or received any information from any governmental
 270. authority pertaining to possible or actual environmental contamination (e.g., vapor
 271. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? Yes No

272. (13) Are you aware if there are currently, or have previously been, any orders issued
 273. on the Property by any governmental authority ordering the remediation of a
 274. public health nuisance on the Property? Yes No

275. If answer above is "Yes," all orders **HAVE** **HAVE NOT** been vacated.
 -----(Check one.)-----

276. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

277.

278.

279. **M. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

289. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
 290. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
 291. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

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

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

299. (a) Radon test(s) **HAVE** **HAVE NOT** occurred on the Property.
 -----(Check one.)-----

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

302.

303.

304. (c) There **IS** **IS NOT** a radon mitigation system currently installed on the Property.
 -----(Check one.)-----

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

307.

308.

309. **EXCEPTIONS:** See Section R for exceptions to this disclosure requirement.

311. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

312. Property located at 3900 Leslie Ave., Cranston MN 55331313. N. **NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
314. Seller's knowledge.315. **Notices:** Seller HAS HAS NOT received a notice regarding **any** proposed improvement project from **any**
316. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach
317. and/or explain:

318.

319. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
320. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? Yes No

321. If "Yes," explain:

322.

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

326. Examples of exterior moisture sources may be:

- 327.
- improper flashing around windows and doors,
328. - improper grading,
329. - flooding,
330. - roof leaks.

331. Examples of interior moisture sources may be:

- 332.
- plumbing leaks,
333. - condensation (caused by indoor humidity that is too high or surfaces that are too cold),
334. - overflow from tubs, sinks, or toilets,
335. - firewood stored indoors,
336. - humidifier use,
337. - inadequate venting of kitchen and bath humidity,
338. - improper venting of clothes dryer exhaust outdoors (including electrical dryers),
339. - line-drying laundry indoors,
340. - houseplants—watering them can generate large amounts of moisture.

341. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
342. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
343. Therefore, it is very important to detect and remediate water intrusion problems.344. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
345. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious
346. health problems, particularly in some immunocompromised individuals and people who have asthma or allergies
347. to mold.348. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
349. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
350. Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
351. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
352. Property.353. P. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
354. offender registry and persons registered with the predatory offender registry under MN Statue 243.166
355. may be obtained by contacting the local law enforcement offices in the community where the property
356. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of
357. Corrections web site at www.corr.state.mn.us.

359. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

360. Property located at 3900 Laurel Cuv. Champlin, MN 55331

361. **Q. ADDITIONAL COMMENTS:**

362.

363. **R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

364. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

365. (1) real property that is not residential real property;
366. (2) a gratuitous transfer;
367. (3) a transfer pursuant to a court order;
368. (4) a transfer to a government or governmental agency;
369. (5) a transfer by foreclosure or deed in lieu of foreclosure;
370. (6) a transfer to heirs or devisees of a decedent;
371. (7) a transfer from a co-tenant to one or more other co-tenants;
372. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
373. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
374. (10) a transfer of newly constructed residential property that has not been inhabited;
375. (11) an option to purchase a unit in a common interest community, until exercised;
376. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
377. (13) a transfer to a tenant who is in possession of the residential real property; or
378. (14) a transfer of special declarant rights under section 515B.3-104.

381. **MN STATUTES 144.496: RADON AWARENESS ACT**

382. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
383. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

384. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
385. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
386. waive, limit, or abridge any obligation for seller disclosure created by any other law.

387. **No Duty to Disclose:**

388. (A) There is no duty to disclose the fact that the Property
 389. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 390. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 391. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
 392. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
 393. nursing home.
394. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
395. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
396. manner, provides a written notice that information about the predatory offender registry and persons
397. registered with the registry may be obtained by contacting the local law enforcement agency where the
398. property is located or the Department of Corrections.
399. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
400. (A) and (B) for property that is not residential property.
401. (D) **Inspections.**
 402. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
403. Property if a written report that discloses the information has been prepared by a qualified third party
404. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
405. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
406. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
407. or investigation that has been conducted by the third party in order to prepare the written report.
 408. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
409. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

411. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

412. Property located at 3900 Leibel Cuv. Chamnassen, MN 55321

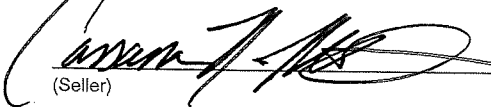

413. **S. SELLER'S STATEMENT:**

414. (To be signed at time of listing.)

415. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing
416. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
417. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement
418. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the
419. real estate licensee representing or assisting a prospective buyer is considered to have been provided to the
420. prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting
421. the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

422. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed**
423. **here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's**
424. **use or enjoyment of the Property or any intended use of the Property that occur up to the time of closing.**

425. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

426.  8/26/2020  8/26/20
(Seller) (Date) (Seller) (Date)

427. **T. BUYER'S ACKNOWLEDGEMENT:**

428. (To be signed at time of purchase agreement.)

429. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree
430. that no representations regarding facts have been made other than those made above. This Disclosure Statement
431. is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the
432. transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

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

434. _____
(Buyer) (Date) (Buyer) (Date)

435. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
436. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, it can damage 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.

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 exceed the 4.0 pCi/L action level. Whether a home is old or new, **any home can have high levels of radon.**

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. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

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 levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

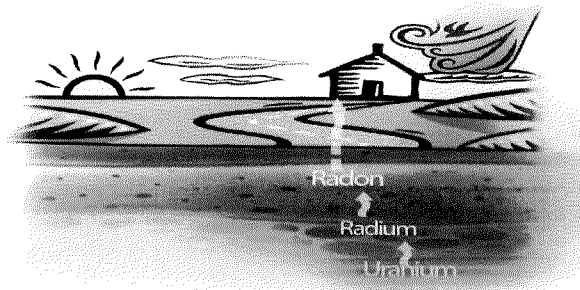
MDH Minnesota
Department of Health
INDOOR AIR UNIT

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

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 home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



MDH Radon Program
PO Box 64975
St Paul, MN 55164-0975
health.indoor@state.mn.us
www.health.state.mn.us/radon
651-201-4601
800-798-9050

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep 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. Test for at least 48 hours.

Where should the test 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. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches 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 or areas of high heat or humidity

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

Radon mitigation is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Warning Statement

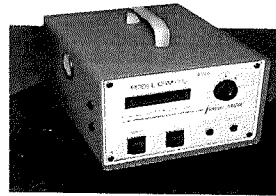
"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a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

How are radon tests conducted in real estate transactions? There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

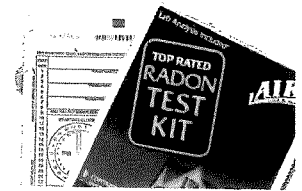
Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



All radon tests should be conducted by a certified 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 website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.

ALL THINGS BASEMENT_Y

Complete Basement Systems
 Basement and Foundation Specialists
 54004 Loren Drive | Mankato, MN 56001
 PH: (800) 638-5285 | FAX: (507) 625-3343
 www.MyCompleteBasement.com

CHANGE ORDER

Date: 1/22/14
 Customer #: 25057
 Project #: 5274

Client Name: <u>Cindy Huttner</u>	Change Order #:
Client Contact:	Project Name:
Client Phone: <u>[REDACTED]</u>	Project Location:
Client Email:	

Proposal: Described below are proposed products/services to be added to the customer's original agreement ("agreement") with Complete Basement Systems ("CBS").

Add 118' of cleanspace at \$15/ft	1,770 ✓
Add Powerbraces to south wall at \$100/ft 22'	2,200 ✓
Add Powerbraces to East Wall at \$100/ft 37'	3,700 ✓

Additional Cost 7,670

Original Contract Price: 7,279.00
 Change Order Adjustment: 7,670.00
 Revised Contract Total: 14,949.00 ✓

[Signature]
 CBS Company Representative
 Rodney S. Parr Sr

01/22/14
 Date

I authorize and instruct CBS to add the above products/services to the work specified in my Agreement. I understand and agree that by signing below, this proposal is incorporated in to the terms of my Agreement. If I am not the original signer of the Agreement, I certify that I have authority from the original signer to sign this proposal and authorize the work specified herein.

[Signature]
 Client Representative Signature

1-22-14
 Date

CONTRACT

Complete Basement Systems

Ryan Brenner

We Make Basements Dry, Livable & Safe!
www.MyCompleteBasement.com

(800) 638-5285 612-916-1187

54004 Loren Dr.,
Mankato, MN 56001
FAX: (507) 625-3343
Lic# 20143377



Install Date 12-9-13 Job # 75057
Dep Date 10/10/13 Date Paid _____
Dep \$ 3000.00 \$ _____
Dep Ck# 10898 Ck# _____

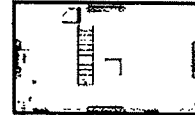
PROPOSAL DATE: **10/10/2013**
SUBMITTED TO: **Chdy Hultner**
ADDRESS: **3906 Leslee Curve Excelsior MN 55331**
JOB LOCATION: **3906 Leslee Curve Excelsior MN 55331**

EMAIL: _____
HOME: _____
WORK: _____
CELL: _____
FAX: _____

System Features

WaterGuard	118	Millicreek - Mahogany	
WaterGuard Port		Floor Matting	
TrenchDrain		RainChute	
TripleSafe		LawnScape Ext.	
SuperSump	1	RainChute EZ	
UltraSump		Basement Windows	
IceGuard	2	EverLast Window Insert	
LawnScape Outlet	1	Sunhouse Enclosures	
FloodCheck		WellDuct Window Drain	
FloodRing		RockWell	
ZenWall		SaniDry Upright	
BrightWall		SaniDry CX Air System	
ThermalDry Wall System		SaniDry Ducts	
CleanSpace Wall System		DryTrak	
Wall Restoration		FlexSpan Full Wall	
Basement to Beautiful Panels		Tyroc Subflooring	
EverLast Wall Panels		Radon System- Exterior	
Ceiling Prestige		Triple safe basket and install bbu	1
Ceiling Linen		Extra LawnScape	
Carpet Charcoal		Radon System- Interior	
Tile Beige		Fill in sump basket in office	1
Tile Sandstone		PCD	1
Carpet Mocha		Demo(SF)	490
Tile Parquet		Permit	
Millicreek - Natural Oak			

APPROX. INSTALLATION DATE: 12/9/10
APPROX. COMPLETION DATE: _____
(owner & materials permitting)



DETAILED DRAWING ATTACHED

We Propose

To finish material & labor - complete in accordance with above specifications, for the sum of

MyBasement Price	\$	7279.00
MyCrawlspace Price	\$	0.00
Total Contract Price	\$	7279.00 ✓
Deposit Required 40 %	\$	2911.60
Deposit Paid	\$	3000.00
Due Upon Installation	\$	4279.00

- A full perimeter system with wall covering, sealed at floor/wall joint was recommended
- A center line was recommended
- A second sump was recommended
- A Radon system was recommended

Type of wall:

Existing wall finish: _____
Existing floor finish: _____
Discharge line length away from house: 10
Approximate wall sqft.: NaN
Wall height ft.: NaN

I fully understand and accept the transferable warranty provided, which covers only the areas of the basement addressed and does not cover water damage. Partial perimeter systems carry a limited warranty. Sump pumps are covered by a separate manufacturer warranty. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting. Contractor cannot be responsible for frozen discharge lines without an IceGuard, condensation, damp spot discoloration, water once pumped from house, window well flooding, or fuel tanks or lines. Customer shall grant contractor a 60 day right to remedy any problem after reported. Homeowner responsible for moving objects away from walls and back again. Some dust should be expected from work. Payments to be made in full upon completion. All material is guaranteed to be as specified. All work to be completed according to the standard practices. Any alteration from above specifications will be executed only upon written orders, and will become an extra charge. All agreements contingent upon accidents or delays beyond our control. Our workers are fully covered by workmen's Compensation Insurance. Homeowner assumes all responsibility for damages due to breakage of any hidden fuel/utility service lines, though we will do our best to avoid such damage. All proposals based primarily on homeowner's description of problem. Warranty does not cover water damage. This proposal may be withdrawn by us if not accepted within 120 days.

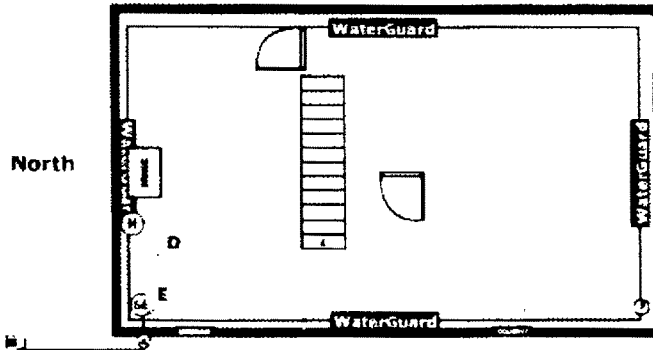
Seller's Signature: _____ Date 10/10/13

Acceptance of Proposal-The above prices, specifications, conditions and separate warranty are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. **NON STOCK ITEMS MUST BE PAID IN FULL AND ARE NON REFUNDABLE.**

Buyer's Signature: Chdy Hultner Date 10-10-13

Buyer's Signature: _____ Date _____

JOB LOCATION 3900 Leslee Curve Excelsior, MN 55331



12 Ft
Landscape

↓
demo all will covering

LABELS:

- A: ~~SuperSump pump system~~
- B: ~~WaterGuard sub-floor drainage~~
- C: Fill in existing sump basket with quikcrete.
- D: Homeowner to have HVAC and water heater moved
- E: Install super sump with triple safe basket and install battery back up

← existing customers if you can!

SPECIFICATIONS:

1. Install SuperSump pump system with cast iron pump, liner, airtight lid with airtight floor drain, CleanPump Stand, and WaterWatch alarm system.
2. Install IceGuard to prevent floods from frozen discharge line. 3. Install LawnScape outlet at end of discharge line. 4. Install WaterGuard sub-floor drainage system as indicated in job drawing. 5. Discharge Line 6. Install InsoFast as per drawing. ***Homeowner is aware insofast needs to be covered in accordance with IRC building codes.**** 7. Install spray foam in joist pockets as per drawing. 8. Install PowerBraces as per drawing. 9. Demo walls as per drawing.

CONTRACTOR WILL:

1. Cut finished walls as necessary to install system properly. Homeowner to restore walls.

CUSTOMER WILL:

JOB DETAIL

- 1. Provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed
- 2. Move items 4 feet away from perimeter.

NOTES

- 1.
- 2.
- 3.

Signature X: Cynthia K. Hultman Date 10-10-13

PRODUCTS

JOB LOCATION: 3900 Leslee Curve Excelsior, MN 55331

WaterGuard



WaterGuard

SuperSump



SS

IceGuard



IceGuard

LawnScape Outlet



LawnScape Outlet

Complete Basement Systems

TERMS AND CONDITIONS

Warranty is in effect when job is completed and paid in full

Complete Basement Systems hereby warrants that if water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor that we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. Walls must have a proper wall barrier installed to be warranted. This warranty applies to WaterGuard, DryTrak, DrainTrak, and CactusBoard systems, along the specific areas where the system is installed only. Said warranty will be in effect for the lifetime of the structure from the date of installation. This warranty may be transferred to future homeowners provided Complete Basement Systems is notified, in writing, within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home. If the entire perimeter of the basement was not treated, then additional work at an additional charge would be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement as the scope of this work cannot guarantee that in all circumstances.

Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturers warranty, which is 12 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off of a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation no matter what. Annual maintenance will avoid most pump problems, and other potential problems.

This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, or efflorescence (white powder) on concrete. Contractor can not be responsible for peeling paint, water once pumped from the house, dust incidental to system installation, damage to hidden fuel lines or plumbing or frozen discharge lines without an IceGuard. It is recommended that Complete Basement Systems service the complete system as recommended upon 1st service. Regular services are then required to warranty system. If the warranty lapses for reason of non-service, it can be reinstated with a service call. The cost of such service is not included in this warranty or the original contract price.

Homeowner agrees to keep gutters clean, downspouts extended, and run a dehumidifier in the summer to control condensation. Systems that drain to daylight can not be warranted by the contractor if such drain does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor can not be responsible for these situations, and that system will require cleaning, flushing or other service to keep it functioning as necessary for that particular situation. Complete Basement Systems MUST service system within 6 months of installation. It will then be determined, at that time, what service schedule will be required to warranty system. All services done are at the owner's expense. This warranty does not cover, and the contractor specifically disclaims liability for, water damage to floor coverings, furniture, stored items, finished walls and other objects inside the foundation. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report any leaks that may be related to our work within 24 hours. This warranty is made in lieu of all other warranties expressed or implied and of all other obligations on contractor's part. There are no other warranties verbal or written.

A CleanSpace, crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with water below the CleanSpace liner. CleanSpace has a transferable 25 year warranty — there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation.

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written. Note: Homeowner should keep gutters clean, downspouts extended. Keep grade outside pitched away from the house to prevent ponding near the foundation.

Note: There will be an additional charge for any unmoved items at a rate of \$60 per man hour. Minimum charge is \$60. Any items moved by the contractor will not be replaced or reinstalled by the contractor. Contractor cannot be responsible for damage to these items.

LIEN CLAIMANT NOTICE TO OWNER BY GENERAL CONTRACTOR: You have entered into a contract with the undersigned for construction of a Complete Basement System. We are authorized by law 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 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. Customer Signature _____

Signature X: Cynthia Huston Date 10-10-13

WARRANTY

Notice of Right to Cancel

Your Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Contractor's Name: Complete Basement Systems
 Contractor's Address: 54004 Loren Dr.,
 Mankato, MN 56001
 Contractor's Telephone: (800) 638-5285 612-916-1187

You may use any written statement this is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

You may use any written statement this is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel

X *Cynthia K. Hueston* 10-10-13
Owner's Signature Date

Owner's Signature

Date

Complete Basement Systems Warranty

Address:

Type of system installed: WaterGuard

Complete Basement Systems hereby warrants that if water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor that we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. Walls must have a proper wall barrier installed to be warranted. This warranty applies to WaterGuard, DryTrak, DrainTrak, and CactusBoard systems, along the specific areas where the system is installed only. Said warranty will be in effect for the lifetime of the structure from the date of installation. This warranty may be transferred to future homeowners provided Complete Basement Systems is notified, in writing, within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home. If the entire perimeter of the basement was not treated, then additional work at an additional charge would be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances.

This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, or efflorescence (white powder) on concrete. Contractor can not be responsible for peeling paint, water once pumped from the house, dust incidental to system installation, damage to hidden fuel lines or plumbing, or frozen discharge lines without an IceGuard. It is recommended that Complete Basement Systems service the complete system as recommended upon 1st service. Regular services are then required to warranty system. If the warranty lapses for reason of non-service, it can be reinstated with a service call. The cost of such service is not included in this warranty or the original contract price.

Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturers warranty, which is 12 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off of a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation no matter what. Annual maintenance will avoid most pump problems, and other potential problems.

Homeowner agrees to keep gutters clean, downspouts extended, and run a dehumidifier in the summer to control condensation. Systems that drain to daylight can not be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor can not be responsible for these situations, and that system will require cleaning, flushing or other service to keep it functioning as necessary for that particular situation. **Complete Basement Systems MUST service system at 12 months after installation.** It will then be determined, at that time, what service schedule will be required to warranty system. All services done are at the owner's expense.

This warranty does not cover, and the contractor specifically disclaims liability for, water damage to floor coverings, furniture, stored items, finished walls and other objects inside the foundation. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report any leaks that may be related to our work within 24 hours. This warranty is made in lieu of all other warranties expressed or implied and of all other obligations on contractor's part. There are no other warranties verbal or written.

Installation Date: _____

Complete Basement Systems Warranty

Complete Basement Systems hereby warrants that the foundation repair system installed at

to be free from defects in material and workmanship under normal use and service where systems have been installed.

No wall that has been braced by our Power Brace I Beam system shall ever move in or collapse under normal use and conditions. In most cases, walls will move back in their original state and stay.

This warranty shall remain in effect for the life of the house and may be transferred to future homeowners provided Complete Basement Systems is notified, in writing, within 30 days of the real estate transfer. Complete Basement Systems liability shall be limited to repair or replacement of work and materials, and shall be liable for no other damages or loss.

Installation Date: _____

Revised 03/10

606577

CUSTOMER'S ORDER NO. 7232014	DEPARTMENT RADON	DATE July 23 2014
NAME Cindy Hultner		
ADDRESS 3900 Leske CURVE		
CITY, STATE, ZIP Excelsior MN 55331		

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
---------	------	--------	--------	-----------	-------------	----------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Radon mitigation	\$1300	
2	INSULATION		
3			
4	Sub-slab depressurization		
5	method		
6			
7	Electrician install.	\$175	
8	Thor Electric LLC		
9			
10	TOTAL →	\$1475	
11			
12	* PAID IN FULL *		
13	CHK # 12044		
14			
15			
16			
17			
18			




4740 Bayside Road - Maple Plain, MN 55359

RECEIVED BY

Continuous Radon Monitor (CRM) Post Mitigation Test Results

This report lists the average radon concentration in which the CRM device was exposed for the period between the reported start and end dates following EPA 402-R-92-004 device protocol. The results is rounded to the nearest 0.1 picocurie per liter of air (pCi/L), the unit in which the radon is expressed.

Customer Information:	Cindy Hultner
Testing Address:	3900 Leslee Curve, Excelsior MN 55331
Testing Method/Device/Manufacturer:	48 hour / Continuous Radon Monitor / Femto-Tech Inc.
Device Model #:	(Instrument Model: CRM510)
Radon Test Results(pCi/L)	0.5 pCi/L (Average for 48 hours or more)
Test Start:	7/24/2014 - 9:29h
Test End:	7/28/2014- 11:33h
Testing Location:	Basement (Below Ground)

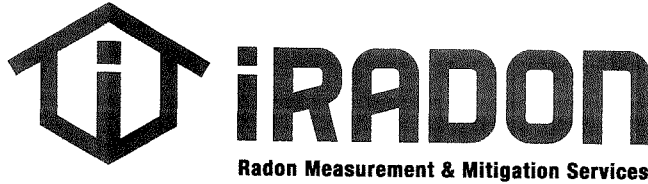
Analyzed by:	Andrew Iversen - NRPP ID 107215 RT
Analyzed Date:	July 28, 2014
Analyzed Signature:	

****End of Report****

iRadon LLC
 Professional Radon Measurement & Mitigation Services.
 "NEHA Certified Radon Testing Specialists"
 NRPP ID # 107215 RT
 Office: 4740 Bayside Road, Maple Plain, MN 55359
 Contact: 612-483-1384
 Email: andrew@iradon.com
 Website: www.iradon.com

PROPOSAL

Sept. 16 2014
closing



Radon Specialist

Proposal submitted to:

Cindy Hultner

Phone:

612-419-3413

Date:

July 23, 2014

Street:

3900 Leslee Curve

Work Phone:

Email:

Cindy1@hotmail.com
Hultner

City, State, Zip:

Excelsior MN

Job Location:

Excelsior

Other:

sub-slab depressurization

Fan Model / Manufacturer:
Radon Away RP265

Monitor

Radon levels:

9 pCi/L

**We hereby submit specifications and estimates for radon mitigation.

Standard Services included with Mitigation:

- Seal radon entry routes and mechanical penetrations where accessible.
- All radon exhaust fans must be located either outside the conditioned area of the structure or in the attic of the house or garage.
- Radon exhaust location will be identified on the drawing and will conform to the most recent Minnesota Radon mitigation standard(s).
- Installed radon mitigation system will be labeled according to the Minnesota Radon Mitigation standard(s).
- A visual performance indicator will be installed on all active (fan operated) systems to monitor system pressure.
- Radon system will be labeled to show active radon system in progress.
- Conduct post mitigation follow-up testing using a continuous radon monitor.

Building Specifications (Scope of Work):

- Install sub-slab suction utilizing existing sump opening.
- Install sub-slab suction by coring through slab and excavating a suction pit.
- 3" schedule 40 PVC pipe.
- 4" schedule 40 PVC pipe.
- Radon Away Fan (RP265) or GP 501 depending upon soil conditions and # of suction points.
- Install 3-inch perforated pipe on crawl floor and cover and seal radon pipe and crawl floor with .006 polyurethane and secured to the walls with a mechanical fastener.
- Connect crawl pipe to sub-slab suction system.
- Multiple Suction points.
- Install a radon fan in garage of attic and exhaust through roof.

- ✓ Install fire collars per code.
- Install a new 1/3hp submersible sump pump and check valve.
- ✓ Floating slab or French drain
- Active builder—install passive radon system
- ✓ Miscellaneous services or specifications.

Time Needed to complete the job:

The installation of the radon reduction system shall take 5.6 (hours) / days. The follow-up test will take 3-7 days to complete (48 hours min. for real estate transactions) and will be conducted no sooner than 24 hours after the system is running (See Non-Interference Agreement—below).

Independent Third Party Test:

A Third party radon test kit, through Air Check Inc. will be used to verify that the system is working properly and the radon levels have been reduced to acceptable levels. 2.0 pCi/L or less.

Details of Guarantee to Reduce Radon Levels:

Radon Levels in this home are guaranteed to be at 2.0 pCi/L or below with the system fan operating. iRadon LLC, covers all workmanship and materials for a lifetime. This guarantee does not apply to problems caused by earthquakes and floods, foundation settling, nasty weather, failure caused by animals and insect activity, dramatic remodeling and/or abuse by others. Be aware this warranty does not imply the radon reduction system makes the indoor environment safe or unsafe to occupy, and in no way eliminates the risk applied to all radon exposure. Continuous operation of the fan will provide the lowest average indoor radon levels. Average radon levels after installation of an iRadon Mitigation System are .4pCi/L to 1.2 pCi/L.

It is the responsibility of the homeowner to test to verify the system continuous to provide the reduction over time. The EPA recommends testing for radon at least once every two years.

The estimate for installation of a radon reduction system and follow-up testing:

\$ 1300 Mitigation
 \$ TBD Additional Suction Points (\$150 per suction point)
 \$ 0 Crawl Space
 \$ 175 Electrician

Note: This radon reduction system entails hiring a licensed electrician to install an electrical outlet for the operating fan. All electrical work is covered solely by the electrician. Typical fees for this work range from \$155-\$250 depending upon on the material, labor and time involved. Electrician used: Thor Electric LLC.

Total Estimate: \$ 1475

Details of Warranty:

All workmanship and materials meet current EPA standards and have a lifetime warranty. The fan has a five (5) year warranty and an expected life of 10+ years when operated continuously. The warranties are transferrable if the house is sold.

In some rare cases, homes will need additional suction points to further reduce the radon levels to acceptable levels. This is typically due to remote open block walls, unidentifiable cracks in sub-floor under finished floors, hard clay or non-permeable soils and multiple foundations, additions or improvements to structure. If additional suction points are needed there is an additional charge of \$150 / per suction point. Under any case, iRadon will discuss/confirm with the home owner before proceeding.



PREVIOUS SELLERS DISCLOSURE

ADDENDUM TO PURCHASE AGREEMENT
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS

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1 Date: 13
2. Page: _____

3. Addendum to Purchase Agreement between parties, dated _____, 20____
4. pertaining to the purchase and sale of the property at 3900 LESLIE CURV
5. _____

6. **Section I: Lead Warning Statement**

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
10. learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
14. lead-based paint hazards is recommended prior to purchase.

15. **Seller's Disclosure (initial)**

- 16. CKH (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)
- 18. Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain): _____
20. _____
- 21. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 22. CKH (b) Records and reports available to the seller.
23. (Check one below.)
- 24. Seller has provided buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below).
26. _____
- 27. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint
28. hazards in the housing.

29. **Buyer's Acknowledgment (initial)**

- 30. AM (c) Buyer has received copies of all information listed under (b) above.
- 31. AM (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
- 32. AM SM (e) Buyer has (check one below):
- 33. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or
- 36. Waived the opportunity to conduct a risk assessment or inspection for the presence of
37. lead-based paint and/or lead-based paint hazards.



PREVIOUS SELLERS DISCLOSURE

ADDENDUM TO PURCHASE AGREEMENT
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS

39. Property located at 3900 LESLEE CURV 38. Page 14

40. Real Estate Licensee's Acknowledgement (initial)

41. D. K. S. (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is
42. aware of licensee's responsibility to ensure compliance.

43. Certification of Accuracy

44. The following parties have reviewed the information above and certify, to the best of their knowledge, that
45. the information provided by the signatory is true and accurate.

46.	<u>Cynthia Neill</u> (Seller)	<u>7-2-14</u> (Date)	<u>[Signature]</u> (Signed by)	<u>7/2/2014</u> (Date)
47.	<u>[Signature]</u> (Seller)	<u>[Date]</u> (Date)	<u>[Signature]</u> (Signed by)	<u>7/2/2014</u> (Date)
48.	<u>[Signature]</u> (Real Estate Licensee)	<u>[Date]</u> (Date)	<u>scott stambek</u> (Real Estate Licensee)	<u>7/2/2014</u> (Date)

49. Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgement above.)

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within ten (10) _____ calendar days after Final Acceptance of the Purchase Agreement.
(Check one.)

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after the delivery of the written list of required corrections
58. that (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies, or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that the Buyer or the real estate licensee representing or assisting Buyer notifies the Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.



PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS, which disclaims any liability arising out of use or misuse of this form. © 2013 Minnesota Association of REALTORS, Edina, MN

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

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page eight (9), are obligated to disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
8. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
9. Seller has disclosure alternatives allowed by MN Statutes. See Disclosure Statement: Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction and are not a substitute for any inspections or warranties the party(ies) may wish to obtain

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.
22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any other option.

25. INSTRUCTIONS TO BUYER: Buyers are encouraged to thoroughly inspect the property personally or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers NO to any of the questions listed below, it does not necessarily mean that it does not exist on the property. NO may mean that Seller is unaware that it exists on the property.

29. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).

33. Property located at 3900 Leslie Curve
34. City of Chanhassen, County of Carver, State of Minnesota.

A. GENERAL INFORMATION:

- 36. (1) What date 1988 did you [X] Acquire [] Build the home?
37. (2) Type of title evidence: [] Abstract [X] Registered (Torrens)
38. Location of Abstract:
39. To your knowledge, is there an existing Owner's Title Insurance Policy? [X] Yes [] No
40. (3) Have you occupied this home continuously during your ownership? [X] Yes [] No
41. If "No," explain:
42. (4) Is the home suitable for year-round use? [X] Yes [] No
43. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [] Yes [X] No
44. (6) To your knowledge, does the property include a manufactured home? [] Yes [X] No
45. If "Yes," HUD #(s) is/are
46. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? [] Yes [X] No



PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT 47. Page 2

48. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

49. Property located at _____

50. (7) Is the property located on a public or a private road? Public Private

51. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size requirements? Yes No Unknown

52. If "No," or "Unknown," Buyer should consult the local zoning authority.

53. (9) Flood insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

54. (a) Do you know which zone the property is located in? Yes No

55. If "YES," which zone? _____

56. (b) Have you ever had a flood insurance policy? Yes No

57. If "YES," is the policy in force? Yes No

58. If "YES," what is the annual premium? \$ _____

59. If "YES," Who is the carrier? _____

60. (c) Have you ever had a flood claim with your insurance carrier or FEMA? Yes No

61. If "YES," please explain: _____

NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premium previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after Buyer completes their purchase

70. Are you aware of any

71. (10) encroachments? Yes No

72. (11) association, covenants, historical registry, reservations or restrictions that affect or may affect the use or future resale of the property? Yes No

73. (12) easements, other than utility or drainage easements? Yes No

74. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A: _____

75. B. GENERAL CONDITION: To your knowledge, have any of the following conditions previously existed or do they currently exist?

76. (1) Has there been any damage by wind, fire, flood, hail or other cause(s)? Yes No

77. If "Yes," give details of what happened and when: hail

78. (2) Have you ever had an insurance claim(s) against your Homeowner's Insurance Policy? Yes No

79. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? hail

80. Did you receive compensation for the claim(s)? Yes No

81. If you received compensation, did you have the items repaired? Yes No

82. What dates did the claim(s) occur? _____



PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT 90. Page 3

91. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

92. Property located at 3900 Hester Cir # Chanhassen MN

93. (3) (a) Has/Have the structure(s) been altered? (e.g., additions, altered roof lines, changes to load-bearing walls) If "Yes," please specify what was done, when and by whom (owner or contractor): [] Yes [X] No

98. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing, retaining wall, general finishing.) If "Yes," please explain: [X] Yes [] No

102. (c) Are you aware of any work performed on the property for which appropriate permits were not obtained? If "Yes," please explain: [] Yes [X] No

106. (4) Has there been any damage to flooring or floor covering? If "Yes," give details of what happened and when: [X] Yes [] No basement floor, new drain tile, new sump pump

109. (5) Do you have or have you previously had any pets? If "Yes," indicate type and number: [X] Yes [] No Cats 3

111. (6) Comments:

C. STRUCTURAL SYSTEMS: To your knowledge, have any of the following conditions previously existed or do they currently exist?

(ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

(1) THE FOUNDATION: To your knowledge, the type of foundation is (i.e., block, poured, wood, stone, other):

(2) THE BASEMENT, CRAWLSPACE, SLAB:

- (a) cracked floor/walls [] Yes [] No (e) leakage/seepage [X] Yes [] No
(b) drain tile problem [X] Yes [] No (f) sewer backup [] Yes [X] No
(c) flooding [] Yes [] No (g) wet floors/walls [X] Yes [] No
(d) foundation problem [X] Yes [] No (h) other [] Yes [] No

Give details to any questions answered "Yes": Contractor reinforced basement wall new drain tile, new sump pump



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127. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

128. Property located at 3900 Leslie Dr. Chanhassen MN 55331
129. (3) **THE ROOF:** To your knowledge,
130. (a) what is the age of the roofing material? Under 8 years
131. (b) has there been any interior or exterior damage? Yes No
132. (c) has there been interior damage from ice buildup? Yes No
133. (d) has there been any leakage? Yes No
134. (e) have there been any repairs or replacements made to the roof? Yes No
135. Give details to any questions answered "Yes": New roof 2007
136. _____
137. _____

138. D. APPLIANCES, HEATING, PLUMBING, ELECTRICAL AND OTHER MECHANICAL SYSTEMS:
139. **NOTE:** This section refers only to the working condition of the following items. Answers apply to all such
140. items unless otherwise noted in comments below. Personal property is included in the sale **ONLY IF**
141. specifically referenced in the *Purchase Agreement*.

142. **Cross out only those items not physically located on the property.**

	In Working Order		In Working Order		In Working Order	
	Yes	No	Yes	No	Yes	No
145. Air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
146. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
147. Air-exchange system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
148. Carbon Monoxide Detector...	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
149. Ceiling fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
150. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151. Doorbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152. Drain tile system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153. Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
154. Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
155. Exhaust system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
156. Fire sprinkler system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
157. Fireplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158. Fireplace mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159. Furnace humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
160. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
161. Garage door opener (GDO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
162. Garage auto reverse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163. GDO remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164. Garbage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165. Comments. <u>Water does not come out of refrigerator</u>						



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168. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

169. Property located at Other 3900 Leslie Curve, Chanhassen

170. E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

171. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)
172. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving

173. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
174. Subsurface Sewage Treatment System Disclosure Statement.)

175. [] There is a subsurface sewage treatment system on or serving the above-described real property.
176. (See Subsurface Sewage Treatment System Disclosure Statement.)

177. [] There is an abandoned subsurface sewage treatment system on the above-described real property.
178. (See Subsurface Sewage Treatment System Disclosure Statement.)

179. F. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.)
180. (Check appropriate box.)

181. [X] Seller certifies that Seller does not know of any wells on the above-described real property.
182. [] Seller certifies there are one or more wells located on the above-described real property.

183. (See Well Disclosure Statement.)
184. Are there any wells serving the above-described property that are not located on the
185. property?

186. To your knowledge, is this property in a Special Well Construction Area? [] Yes [] No [X] Yes [] No

187. G. PROPERTY TAX TREATMENT:
188. Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 16.)
189. (Check appropriate box)

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

194. Additional comments.
195.

196. Preferential Property Tax Treatment
197. Is the property subject to any preferential property tax status or any other credits affecting the property?
198. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve, Veterans' Benefits
199. Non-Profit Status)

200. If "Yes," would these terminate upon the sale of the property? [] Yes [X] No [X] Yes [] No
201. Explain:
202.

203. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:
204. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

205. [X] Seller is not aware of any methamphetamine production that has occurred on the property.
206. [] Seller is aware that methamphetamine production has occurred on the property.

207. (See Methamphetamine Production Disclosure Statement.)

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



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214. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

215. Property located at 3900 Hesler Curve Chanhassen MN
216. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS: MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the sale of the home.

219. K. CEMETERY ACT:
220. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes human skeletal remains or human burial grounds is guilty of a felony.
221. To your knowledge, are you aware of any human remains, burials or cemeteries located on the property?
222. If "Yes," please explain: [] Yes [X] No

227. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN Statute 307.08, Subd. 7.

230. L. ENVIRONMENTAL CONCERNS:
231. To your knowledge, have any of the following environmental concerns previously existed or do they currently exist on the property? occasional mouse
232. Animal/Insect/Pest Infestations? [X] Yes [] No Lead? (e.g., paint, plumbing) [] Yes [X] No
233. Asbestos? [] Yes [X] No Mold? [] Yes [X] No
234. Diseased trees? [] Yes [X] No Soil problems? [] Yes [X] No
235. Formaldehyde? [] Yes [X] No Underground storage tanks? [] Yes [X] No
236. Hazardous wastes/substances? [] Yes [X] No
237. Other? [] Yes [] No

239. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental authority ordering the remediation of a public health nuisance on the property? [] Yes [X] No
240. If answer above is "Yes," seller certifies that all orders [] HAVE [] HAVE NOT been vacated.
241. Give details to any question answered "Yes": occasional mouse in the fall

245. M. RADON DISCLOSURE:
246. (The following Seller disclosure satisfies MN Statute 144.496.)
247. RADON WARNIG 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.
248. 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 mey place occupants at risk of developing radon-induced lung cancer.
249. 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 property is required to provide the buyer with any information on radon test results of the dwelling.



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257. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

258. Property located at 3900 Heslee Cr. Chanhassen

259. RADON IN REAL ESTATE: By signing this statement, Buyer hereby acknowledges receipt of the Minnesota
260. Department of Health's publication entitled Radon in Real Estate Transactions, which can be found at
261. www.health.state.me.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

262. A seller who fails to disclose the information required under MN Statute 114 496, and is aware of material facts
263. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
264. Statute 144 496 may bring a civil action and recover damages and receive other equitable relief as determined by
265. the court. Any such action must be commenced with in two years after the date on which the buyer closed the
266. purchase or transfer of the real property.

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

269. (a) Radon test(s) by high school [X] HAVE [] HAVE NOT occurred on the property.
(Choose one)

270. (b) Describe any known concentrations, mitigation, or remediation NOTE: Seller shall attach the most
271. current records pertaining to radon concentration with in the dwelling:
272.
273.
274.

275. (c) There [] IS [X] IS NOT a radon mitigation system currently installed on the property
(Choose one)
276. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
277. description and documentation.
278.
279.
280.

281. EXCEPTIONS: See Section R for exceptions to this disclosure requirement.

282. N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:

283. Notices: Seller [] HAS [X] HAS NOT received a notice regarding any proposed improvement project from any
284. assessing authorities, the costs of which project may be assessed against the property If "HAS," please attach
285. and/or explain:
286.
287.

288. Other Defects/Material Facts: Are you aware of any other material facts that could adversely and
289. significantly affect an ordinary buyer's use or enjoyment of the property or any intended
290. use of the property? [] Yes [] No
291. If "Yes," explain:
292.
293.
294.
295.



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297. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

298. Property located at 3900 Heslop Curve

299. O. WATER INTRUSION AND MOLD GROWTH: Recent studies have shown that various forms of water intrusion affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the home.

- 302. Examples of exterior moisture sources may be
303. • improper flashing around windows and doors,
304. • improper grading,
305. • flooding,
306. • roof leaks.

- 307. Examples of interior moisture sources may be
308. • plumbing leaks,
309. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
310. • overflow from tubs, sinks or toilets,
311. • firewood stored indoors,
312. • humidifier use,
313. • inadequate venting of kitchen and bath humidity,
314. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
315. • line-drying laundry indoors,
316. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

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

336. Q. ADDITIONAL COMMENTS:

337. _____
338. _____
339. _____
340. _____
341. _____

RE/MAX
Advan

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343. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

344. Property located at 3900 Heslee Curie, Chanhassen

345. **R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

346. **Exceptions**

347. The seller disclosure requirements of MN Statutes 513.52 through 513.60 DO NOT apply to
348. (1) real property that is not residential real property;
349. (2) a gratuitous transfer;
350. (3) a transfer pursuant to a court order;
351. (4) a transfer to a government or governmental agency;
352. (5) a transfer by foreclosure or deed in lieu of foreclosure;
353. (6) a transfer to heirs or devisees of a decedent;
354. (7) a transfer from a cotenant to one or more other co-tenants;
355. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
356. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
357. (10) a transfer of newly constructed residential property that has not been inhabited;
358. (11) an option to purchase a unit in a common interest community, until exercised;
359. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
360. (13) a transfer to a tenant who is in possession of the residential real property; or
361. (14) a transfer of special declarant rights under section 515B.3-104.

364. **MN STATUTES 144.496: RADON AWARENESS ACT**

365. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Seller's

366. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496

367. **Waiver**

368. The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective

369. Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit or

370. abridge any obligation for seller disclosure created by any other law.

371. **No Duty to Disclose**

372. A. There is no duty to disclose the fact that the property
373. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
374. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
375. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
376. (3) is located in a neighborhood containing any adult family home, community-based residential facility or
377. nursing home.
378. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
379. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
380. manner, provides a written notice that information about the predatory offender registry and persons registered
381. with the registry may be obtained by contacting the local law enforcement agency where the property is
382. located or the Department of Corrections.
383. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A
384. and B for property that is not residential property.
385. D. **Inspections.**
386. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real
387. property if a written report that discloses the information has been prepared by a qualified third party
388. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
389. federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably
390. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
391. or investigation that has been conducted by the third party in order to prepare the written report.
392. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information
393. included in a written report under paragraph (i) if a copy of the report is provided to Seller.



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395. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

396. Property located at 3900 Leslee Curve, Chanhassen MN

397. S. SELLER'S STATEMENT:

398. (To be signed at time of listing.)

399. Seller(s) hereby states the material facts as stated above are true and accurate and authorizes any licensee(s)
400. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to
401. any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this
402. Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure
403. Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have
404. been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee
405. representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective
406. buyer.

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

411. [Signature: Cynthia Heultzen] 6-27-14
(Seller) (Date) (Date)

412. T. BUYER'S ACKNOWLEDGEMENT:

413. (To be signed at time of purchase agreement.)

414. I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Property Disclosure Statement and agree
415. that no representations regarding material facts have been made other than those made above

416. [Signature] 7/2/2014 [Signature] 7/2/2014
(Buyer) (Date) (Date)

417. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE
418. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.