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(Staple Upper Right Corner)

ROBBINSDALE POINT-IN-SALE OF HOUSING DISCLOSURE REPORT

NOTICE - Read Entire Report Carefully This is not a Buyers Inspection!

Address Of Evaluated Dwelling: 2731 Ewing Ave No Robbinsdale, MN 55422

Owner Name: Ben & Taylor Bratland **Hm**

Owner Address: Same **Wk**

(City, State, ZIP)

Realtor/Contact **Ph** **Fax**

I declare to the best of my knowledge the following information for this property regarding any sewer backup or any evidence of chronic water seepage; any abandoned unused or uncapped well; or any discharge of storm water, ground water, roof runoff, yard drainage, foundation drains or sump pumps into the sanitary sewer: ☒ NONE ☐ YES, COMMENTS:

DocuSigned by: 57E9E414DE784A5... DocuSigned by: 0565C6800E36459... 2/5/2019

Signature of Owner (Disclosure Report Not Valid Without Signature) **Date:**

********** SEE ATTACHED PAGES FOR IMPORTANT CONSUMER INFORMATION **********

Number of Dwelling Units: 1 Check If: Townhouse ☐ or Condo ☐

Pending orders: ☒ **NO** Orders ☐ **YES,** orders pending from Robbinsdale Inspections Division.

This Property: ☒ **IS NOT** condemned ☐ **IS** condemned (reason):

1. This report offers a limited overview of building components and fixtures by the evaluator and is not technically extensive. Prospective buyers my want to seek additional opinions from various experts in the inspections field prior to purchase. This report is not a warranty or guarantee, expressed or implied, by the City of Robbinsdale or by the evaluator or of any building component or fixture.

2. This report is not a code compliance inspection. The owner, owners agent and/or buyer must repair all items marked Repair/Replace. All required Repair/Replace items are enforceable by Robbinsdale Ordinance Section 435. The Inspections Division will not use ALL OTHER ITEMS as a basis for enforcing Robbinsdale ordinances.

3. The ordinance requires and places the responsibility on the seller or agent to make sure that this report is publicly displayed on the premises when the house is shown to prospective buyers. Also, the seller or agent must give a copy of this report to the buyer prior to the signing of a Purchase Agreement.

4. This report covers only those items listed on the form. The evaluator is not required to ignite the heating plant, use a ladder to observe the condition of the roofing, evaluate inaccessible or concealed areas or disassemble items. This report does not address formaldehyde, lead paint, any airborne gases (including radon), asbestos, wood stoves, fireplaces (except for visible venting and clearances), or air conditioners. Gas inserts in fireplaces WILL be evaluated.

5. This report is not an FHA, VA or Section 8 inspection. It is not an appraisal.

6. This report is valid for one year from the date of issue and only for the owner named on the report. It is required for all single-family homes, duplexes, tri-plexes, four-plexes, townhouses, or condominiums offered for sale.

7. Any QUESTIONS regarding this report should be directed to the evaluator whose name and phone number appear below. Any complaints regarding this report should be directed to the Program Administrator, Point of sale at (763) 531-1268, Robbinsdale Inspections Division, 4100 Lakeview Ave. N., Robbinsdale, MN 55422.

8. If the buyer intends to rent out ANY PORTION of this property a rental housing license is required by City of Robbinsdale Ordinance Section 425 prior to rental. Please contact the Secretary of the Inspections Division at (763) 531-1268.

I hereby certify that this report is made in compliance with the Robbinsdale Code of Ordinances, Section 435, and that I utilized care and diligence reasonable and ordinary for one meeting the Certification Standards. The report covers only those problems listed and reasonably visible at the time of my evaluation and does not warrant future useful life of any house component or fixture. I have included all required information pages with this report.

Evaluator Name: (print) Dan Solberg Evaluation Date: 2/2/2019

Signed: Telephone Number: (651) 641-0641

THERE ARE REQUIRED REPAIR/REPLACE ITEMS NOTED IN THIS REPORT: **YES** ☐ **NO** ☒

If "RR" Items noted, permits may be required, see attached "Most Common Repair Items."

2731 EWING AVE NO

2-2-19

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EVALUATION CODES: **M:** = Meets Minimum Requirements **B:** = Below Minimum Requirements **C:** = Comments
N/A: = Not Applicable/Does Not Apply **SC:** = Suggested Correction **RR:** = Repair/Replace **Y:** = Yes **N:** = No

Items marked **"RR"** indicate that the item MUST be repaired or replaced and a re-inspection must be made by the City of Robbinsdale Inspector within one year of the evaluation report.

Any Item marked **"B", "C", "SC", or "RR"** must have a written comment about the item. **"Y" or "N"** must have comments when starred (*). Read "COMMENTS" COLUMN CAREFULLY. Each Item May Have More Than One Code.

Any item with the words "SEE HANDOUT" in the comment column refers to the "MOST COMMON REPAIRS" handout that should be attached to this report. Contact the evaluator if it is not attached.

Item List			Required RR
1. Basement stairs	B	1	1
2. Basement floor	C	2	2
3. Foundation walls	C	3	3
4. Evidence of Dampness or staining			
a) on basement walls (Y* or N)	No	4a	
b) on basement floors (Y* or N)	No	4b	
c) See owner's statement on Page A			
5. Basement sleeping rooms (Y* or N)			
If Yes, see page C	Yes	5	
6. First floor, floor system	M	6	6
7. Columns & beams	B	7	7
8. Floor drains	M	8	8
9. Waste & vent piping	B	9	9
10. Water piping	M	10	10
11. Gas piping	M	11	11
12. Water heater	M	12	12
13. Water heater venting	M	13	13
14. Basement plumbing fixtures	M	14	14
15. Copper water line visible on the street side of water meter (Y or N*)	Yes	15	
Evaluator assumes no responsibility for copper water line being continuous to street.			
16. Electrical service installation/ size at panel Amps: 100 Volts: 115/230	M	16	16
60 Amp suitable for one major 220 volt appliance.			
Evaluator is not required to disassemble items or evaluate inaccessible areas.			
17. Smoke detectors properly located	M	17	17
a) Operable	M	17a	17a
18. Separate 20-amp kitchen circuit indexed at service panel: (Y or N*)	Yes	18	
19. Basement electrical outlets/fixtures	M	19	19
20. Electrical outlet for laundry indexed at service panel: (Y or N*)	Yes	20	
21. Heating plant installation	M	21	21
Type: Forced air Fuel: Gas			
Heat exchanger evaluated only if readily visible.			
Evaluator is not required to ignite the pilot.			
22. Heating plant viewed in operation (Y or N*)	Yes	22	22
23. Heating plant combustion venting	M	23	23
24. Auxiliary/additional heating units (Y or N)	No	24	
a) Installation	NA	24a	24a
b) Viewed in operation (Y or N*)	No	24b	24b
c) Combustion venting	NA	24c	24c
d) Locations(s) (include attic or garage heater)	NA	24d	24d

Item number / Code / Comments

1. Low headroom. Missing guardrail on open side. (B)
2. Basement floors mostly finished, limited view. (C)
3. Viewing limited due to portions finished and/or storage items.
7. Added support beam posts are not secured at floor/beam. (B)
9. Flexible connections at level 1 tub waste piping. No visible waste vent pipe. (S-trap). (B)

Evaluator :(print) Dan Solberg *Date:* 2/2/2019

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EVALUATION CODES: **M:** = Meets Minimum Requirements **B:** = Below Minimum Requirements **C:** = Comments
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			Required RR
KITCHEN			
25. Walls & ceiling components	M	25	25
26. Evidence of dampness/staining (Y* or N)	No	26	
27. Floor condition	B	27	27
28. Window size & openable area	M	28	
29. Window & door condition/Mech.Vent.	M	29	29
30. Electrical outlets & fixtures	M	30	30
31. Plumbing fixtures	M	31	31
32. Water flow	M	32	32
33. Gas piping	C	33	33
DINING/LIVING ROOM			
34. Walls & ceiling components	M	34	34
35. Evidence of dampness/staining (Y* or N)	No	35	
36. Floor area & ceiling height	M	36	
37. Floor condition	M	37	37
38. Window size & openable area	M	38	38
39. Window & door condition	M	39	39
40. Electrical outlets & fixtures	M	40	40
BATHROOM			
41. Walls & Ceiling components	M	41	41
42. Evidence of dampness/staining (Y* or N)	No	42	
43. Floor condition	M	43	43
44. Window size & openable area/Mech.Vent.	M	44	
45. Window & door condition	M	45	45
46. Electrical outlets & fixtures	M	46	46
47. Plumbing fixtures	M	47	47
48. Water flow	M	48	48
HALLWAYS/STAIRWELLS			
49. Walls & ceiling components	M	49	49
50. Evidence of dampness/staining (Y* or N)	No	50	
51. Floor condition	M	51	51
52. Window & door condition	M	52	52
53. Electrical outlets & fixtures	M	53	53
54. Stairs (upper floors)	B	54	54
55. Smoke detectors properly located	M	55	55
SLEEPING ROOMS			
56. Number of sleeping rooms (include basement)	4	56	
57. Walls & ceiling components	M	57	57
58. Evidence of dampness/staining (Y* or N)	No	58	
59. Floor area & ceiling height	M	59	
60. Floor condition	M	60	60
61. Window size & openable area	M	61	
62. Window & door condition	M	62	62
63. Electrical outlets & fixtures	M	63	63

Item number / Code / Comments

27. Cracked tiles. (B)
33. Not visible. (C)
54. Open side without a guardrail. (B)

Evaluator :(print) Dan Solberg *Date:* 2/2/2019

If "RR" items noted, permits may be required, see attached "Most Common Repair Items."

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EVALUATION CODES: **M:** = Meets Minimum Requirements **B:** = Below Minimum Requirements **C:** = Comments
N/A: = Not Applicable/Does Not Apply **SC:** = Suggested Correction **RR:** = Repair/Replace **Y:** = Yes **N:** = No
Any item with the words "SEE HANDOUT" in the comment column refers to the "MOST COMMON REPAIRS" handout that should be attached to this report. Contact the evaluator if it is not attached. **SEE COMPLETE KEY PAGE "B"**

			Required RR
PORCH/SUNROOM/OTHER ROOM			
64. Walls & ceiling components	M	64	64
65. Evidence of dampness/staining (Y* or N)	No	65	
66. Floor condition	M	66	66
67. Window & door condition	M	67	67
68. Electrical outlets & fixtures	M	68	68
ATTIC SPACE (if visible)			
69. Roof boards & rafters/Mech. Vent. TYPE(s) Fiberglass DEPTH 3 1/2.	C	69	69
70. Evidence of dampness/staining (Y* or N)	Yes	70	
71. Electrical outlets & fixtures	M	71	71
EXTERIOR (Items visible at time of evaluation only)			
72. Foundation	M	72	72
73. Basement windows	M	73	73
74. Drainage (grade)	C	74	
75. Exterior walls	M	75	75
76. Doors (frames/storms/screens/deadbolt locks)	M	76	76
77. Windows (frames/storms/screens)	M	77	77
78. Stoops	M	78	78
79. Cornice & trim	M	79	
80. Roof covering & flashing	C	80	
81. Chimney	M	81	81
82. Electrical outlets/fixtures	M	82	82
83. Two-family dwelling egress	M	83	
OPEN/UNHEATED TYPE PORCHES			
84. Floor	C	84	84
85. Walls	NA	85	85
86. Roof/ceiling	NA	86	86
87. Doors/screens/windows	NA	87	87
88. Electrical outlets/fixtures	NA	88	88
GARAGE/Accessory building			
89. Roof structure & covering	M	89	89
90. Wall structure & covering	B	90	90
91. Garage door(s)	M	91	91
a) Automatic garage door opener	M	91a	
92. Electrical outlets & fixtures	M	92	92
MISCELLANEOUS			
93. Clutter (egress obstruction)	M	93	93
94. Sanitation	M	94	94
95. Vermin	M	95	95

Item number / Code / Comments

69. -71. Limited viewing due to lack of access to some areas.
70. Random staining.
74. Grading not viewed due to snow depth. (C)
80. House shingles not evaluated due to snow.
84. Deck view obstructed by snow. (C)
90. Cracked vinyl siding. (B)

LICENSED CONTRACTOR REQUIRED TO REPAIR OR EVALUATE (safety check or certify):
Heating system: Yes [ ] No [x] Water Heater: Yes [ ] No [x] Plumbing System: Yes [ ] No [x]
Electrical system: Yes [ ] No [x] Structural System: Yes [ ] No [x] Other:_____ Yes [ ]

EVALUATOR TO RETURN TO COMPLETE THE EVALUATION DUE TO: utility shut-off, heating plant not on, locked areas, etc. Yes [ ] No [x] (The evaluator will charge.)

Evaluator :(print) Dan Solberg *Date:* 2/2/2019

If "RR" items noted, permits may be required, see attached "Most Common Repair Items."

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

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1. Date February 5, 2019
2. Page 1

3. Addendum to Purchase Agreement between parties, dated _____, 20 _____,
4. pertaining to the purchase and sale of the property at 2731 Ewing Avenue N
5. Robbinsdale MN 55422,

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 hazards
20. 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) ☐ _____ *(Check one.)* Calendar Days after Final Acceptance of the Purchase
35. Agreement.

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

37. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422

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 information
57. provided by the signatory is true and accurate.

58. Taylor Bratland (Seller) (Date) (Buyer) (Date)

59. DocuSigned by: (Seller) 97E9EA1ADF784A5... (Date) (Buyer) (Date)

60. DocuSigned by: scott stabeck (Real Estate Licensee) F098CFF159A744B... (Date) (Real Estate Licensee) (Date)

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DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date February 5, 2019
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 513.56 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 any
17. 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, clause
21. (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 inspected
26. by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers NO to any of the questions
27. listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does not apply. NO
28. 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 2731 Ewing Avenue N ,
34. City of Robbinsdale , County of Hennepin , State of Minnesota.
35. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.
36. (1) What date JUNE 4, 2014 did you ☒ Acquire ☐ Build the home? (Check one.)
37. (2) Type of title evidence: ☐ Abstract ☒ Registered (Torrens) ☐ Unknown
38. Location of Abstract: _____
39. Is there an existing Owner's Title Insurance Policy? ☒ Yes ☐ No
40. (3) Have you occupied this home continuously during your ownership? ☒ Yes ☐ No
41. If "No," explain: _____
42. (4) Is the home suitable for year-round use? ☒ Yes ☐ No
43. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☒ Yes ☒ No
44. (6) Does the property include a manufactured home? ☐ Yes ☒ No
45. If "Yes," HUD #(s) is/are _____
46. 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

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

49. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422.

50. (7) Is the property located on a public or a private road? ☒ Public ☐ Private ☐ Public: no maintenance

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

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

54. If "Yes," which zone? _____

55. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ 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 ☒ No

60. If "Yes," please explain: _____

61. _____

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

67. Are there any

68. (9) encroachments? ☐ Yes ☒ No

69. (10) association, covenants, historical registry, reservations, or restrictions, that affect
70. or may affect the use or future resale of the property? ☐ Yes ☒ No

71. (11) governmental requirements or restrictions that affect or may affect the use or future
72. enjoyment of the property (e.g., shoreland restrictions, non-conforming use, etc.)? ☐ 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. _____

76. _____

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

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

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

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

82. _____

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

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

86. _____

87. Did you receive compensation for the claim(s)? ☐ Yes ☒ No

88. If you received compensation, did you have the items repaired? ☐ Yes ☒ No

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

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DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

92. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422.

93. (3) (a) Has/Have the structure(s) been altered?
94. (e.g., additions, altered roof lines, changes to load-bearing walls) ☐ Yes ☒ No
95. If "Yes," please specify what was done, when, and by whom (owner or contractor):
96. _____
97. _____
98. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing,
99. retaining wall, general finishing) New furnace 2015 ☒ Yes ~~☒ No~~
100. If "Yes," please explain: New garage door remodel upstairs bath,
101. New front steps, paint*, blinds added in living room
102. New toilet in basement, New landscape (backyard)
103. (c) Are you aware of any work performed on the property for which appropriate permits were not obtained? ☐ Yes ☒ No
104. If "Yes," please explain: _____
105. _____
106. (4) Has there been any damage to flooring or floor covering? ☐ Yes ☒ No
107. If "Yes," give details of what happened and when: cracks on kitchen floor
108. were present when we purchased house.
109. (5) Do you have or have you previously had any pets? ☒ Yes ☐ No
110. If "Yes," indicate type Dogs and number 2.
111. (6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):
112. Block/Wood.
113. (7) **THE BASEMENT, CRAWLSPACE, SLAB:**

114.	(a) cracked floor/walls?	☐ Yes ☒ No	(e) leakage/seepage?	☐ Yes	☒ No
115.	(b) drain tile problem?	☐ Yes ☒ No	(f) sewer backup?	☐ Yes	☒ No
116.	(c) flooding?	☐ Yes ☒ No	(g) wet floors/walls?	☐ Yes	☒ No
117.	(d) foundation problem?	☐ Yes ☒ No	(h) other? _____	☐ Yes	☐ No

118. Give details to any questions answered "Yes": _____
119. _____
120. _____
121. (8) **THE ROOF:**
122. (a) What is the age of the roofing material?
123. Home: 5 years Garage(s)/Outbuilding(s): 5 years

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

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

w-tom painted vanity mainfloor bath
* 90. (b.) Painted trim outside the house Fall 2019
Painted basement & added barnwood wall, refinished window
Painted all bathrooms, nursery, lower level bedroom.

MINNESOTA REALTORS Instanet FORMS

Lakes | Sotheby's INTERNATIONAL REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

130. Page 4

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

132. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422.

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

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

135. (b) cracks/damage? ☒ Yes ☐ No

136. (c) leakage/seepage? ☐ Yes ☒ No

137. (d) other? ☐ Yes ☒ No

138. Give details to any questions answered "Yes": small portion melted by kitchen

139. window (from grill heat) small cracks on garage siding.

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

141. **NOTE:** This section refers only to the working condition of the following items. Answers apply to all such

142. items unless otherwise noted in comments below. Personal property is included in the sale **ONLY IF**

143. specifically referenced in the *Purchase Agreement*.

144. **CHECK "NA" FOR ONLY THOSE ITEMS NOT PHYSICALLY LOCATED ON THE PROPERTY.**

	Working Order				Working Order		
	Yes	No	NA		Yes	No	NA
Air-conditioning	☐	☐	☐	Propane tank	☐	☐	☒
☒ Central ☐ Wall ☐ Window				☐ Rented ☐ Owned			
Air exchange system	☐	☐	☒	Range/oven	☒	☐	☐
Carbon monoxide detector	☒	☐	☐	Range hood	☒	☐	☐
Ceiling fan	☒	☐	☐	Refrigerator	☒	☐	☐
Central vacuum	☐	☐	☒	Security system	☐	☐	☒
Clothes dryer	☒	☐	☐	☐ Rented ☐ Owned			
Clothes washer	☒	☐	☐	Smoke detectors (battery)	☒	☐	☐
Dishwasher	☒	☐	☐	Smoke detectors (hardwired)	☐	☐	☒
Doorbell	☐	☐	☒	Solar collectors	☐	☐	☒
Drain tile system	☐	☐	☒	Sump pump	☒	☐	☐
Electrical system	☒	☐	☐	Toilet mechanisms	☒	☐	☐
Environmental remediation system				Trash compactor	☐	☐	☒
(e.g., radon, vapor intrusion)	☐	☐	☒	TV antenna system	☒	☐	☒
Exhaust system	☒	☐	☐	TV cable system	☒	☐	☐
Fire sprinkler system	☐	☐	☒	TV receiver	☒	☐	☒
Fireplace	☒	☐	☐	TV satellite dish	☐	☐	☒
Fireplace mechanisms	☒	☐	☐	☐ Rented ☐ Owned			
Freezer	☒	☐	☐	Water heater	☒	☐	☐
Furnace humidifier	☒	☐	☐	Water purification system	☐	☐	☒
Garage door auto reverse	☒	☐	☐	☐ Rented ☐ Owned			
Garage door opener	☒	☐	☐	Water softener	☒	☐	☐
Garage door opener remote	☒	☐	☐	☐ Rented ☒ Owned			
Garbage disposal	☒	☐	☐	Water treatment system	☐	☐	☒
Heating system (central)	☒	☐	☐	☐ Rented ☐ Owned			
Heating system (supplemental)	☐	☐	☒	Windows	☒	☐	☐
Incinerator	☐	☐	☒	Window treatments	☒	☐	☐
Intercom	☐	☐	☒	Wood-burning stove	☐	☐	☒
Lawn sprinkler system	☐	☐	☒	Other	☐	☐	☐
Microwave	☒	☐	☐	Other	☐	☐	☐
Plumbing	☒	☐	☐	Other	☐	☐	☐
Pool and equipment	☐	☐	☒	Other	☐	☐	☐

* there is a hot tub hook up/ equipment

MINNESOTA REALTORS Instanet

* NOTE item 164: fireplace mechanisms work, but fan makes a noise while on.

Lakes | Sotheby's INTERNATIONAL REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

179. Page 5

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

181. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422

182. Are there any items or systems on the property connected or controlled wirelessly, via internet protocol ("IP"), to
183. 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 certifies that Seller ☐ **DOES** ☒ **DOES NOT** know of a subsurface sewage treatment system on or serving
(Check one.)
189. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
190. *Disclosure Statement: 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.)*
195. ☒ Seller certifies that Seller does not know of any wells on the above-described real property.
196. ☐ Seller certifies there are one or more wells located on the above-described real property.
197. *(See Disclosure Statement: Well.)*

198. Are there any wells serving the above-described property that are not located on the
199. property? ☐ Yes ☐ No
200. If "Yes":
201. (1) How many properties or residences does the shared well serve? _____
202. (2) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No
203. If "Yes," what is the annual maintenance fee? $_____
204. Is this property in a Special Well Construction Area? ☐ Yes ☐ No

205. **F. PROPERTY TAX TREATMENT:**

206. Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 18.)
207. There ☐ **IS** ☒ **IS NOT** an exclusion from market value for home improvements on this property. Any
(Check one.)
208. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for
209. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the
210. resulting tax consequences.

211. Additional comments: _____
212. _____

213. Preferential Property Tax Treatment
214. Is the property subject to any preferential property tax status or any other credits affecting the property?
215. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve, Veterans' Benefits,
216. Non-Profit Status) ☐ Yes ☒ No
217. If "Yes," would these terminate upon the sale of the property? ☐ Yes ☐ No
218. Explain: _____
219. _____

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InstanetForms

Lakes | Sotheby's INTERNATIONAL REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

220. Page 6

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

222. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422

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

226. Seller represents that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
(Check one.)
227. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
228. survive the closing of any transaction involving the property described here.

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

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

239. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**
240. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
241. ☒ Seller is not aware of any methamphetamine production that has occurred on the property.
242. ☐ Seller is aware that methamphetamine production has occurred on the property.
243. *(See Disclosure Statement: Methamphetamine Production.)*

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

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

252. **K. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

253. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person
254. who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal remains
255. or human burial grounds is guilty of a felony.

256. Are you aware of any human remains, burials, or cemeteries located on the property? ☐ Yes ☒ No

257. If "Yes," please explain: _____

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

261. **L. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they
262. currently exist on the property?

263.	(1) Animal/Insect/Pest Infestation? ☐ Yes	☒ No	(6) Lead? (e.g., paint, plumbing) ☐ Yes	☒ No
264.	(2) Asbestos? ☐ Yes	☒ No	(7) Mold? ☐ Yes	☒ No
265.	(3) Diseased trees? ☐ Yes	☒ No	(8) Soil problems? ☐ Yes	☒ No
266.	(4) Formaldehyde? ☐ Yes	☒ No	(9) Underground storage tanks? ☐ Yes	☒ No
267.	(5) Hazardous waste/substances? ☐ Yes	☒ No	(10) Vapor Intrusion? ☐ Yes	☒ No

268. (11) Other? _____ ☐ Yes ☐ No

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DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

271. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422.

272. (11) Have you ever been contacted or received any information from any governmental authority pertaining to
273. possible or actual environmental contamination (e.g., vapor intrusion, drinking water, and/or soil
274. contamination, etc.) affecting the property? ☐ Yes ☒ No

275. (12) Are you aware if there are currently, or have previously been, any orders issued on the property by any
276. governmental authority ordering the remediation of a public health nuisance on
277. the property? ☐ Yes ☒ No

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

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

280. _____

281. _____

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

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

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

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

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

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

302. (a) Radon test(s) ☒ **HAVE** ☐ **HAVE NOT** occurred on the property. *(Check one.)*

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

305. EPA average = 1.2 pCi/L (see attached records)

306. _____

307. (c) There ☐ **IS** ☒ **IS NOT** a radon mitigation system currently installed on the property. *(Check one.)*

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

310. _____

311. _____

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

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Lakes | Sotheby's INTERNATIONAL REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

313. Page 8

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

315. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422

316. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
317. Seller's knowledge.

318. **Notices:** Seller ☐ **HAS** ☒ **HAS NOT** received a notice regarding **any** proposed improvement project from **any**
(Check one.)
319. assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach
320. and/or explain : _____
321. _____

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

324. If "Yes," explain: _____
325. _____

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

329. Examples of exterior moisture sources may be:
330. • improper flashing around windows and doors,
331. • improper grading,
332. • flooding,
333. • roof leaks.
334. Examples of interior moisture sources may be:
335. • plumbing leaks,
336. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
337. • overflow from tubs, sinks, or toilets,
338. • firewood stored indoors,
339. • humidifier use,
340. • inadequate venting of kitchen and bath humidity,
341. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
342. • line-drying laundry indoors,
343. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

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DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

361. Page 9

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

363. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422

364. **Q. ADDITIONAL COMMENTS:**

365.

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

367. Exceptions: The seller disclosure requirements of MN Statutes 513.52 through 513.60 DO NOT apply to
368. (1) real property that is not residential real property;
369. (2) a gratuitous transfer;
370. (3) a transfer pursuant to a court order;
371. (4) a transfer to a government or governmental agency;
372. (5) a transfer by foreclosure or deed in lieu of foreclosure;
373. (6) a transfer to heirs or devisees of a decedent;
374. (7) a transfer from a co-tenant to one or more other co-tenants;
375. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
376. 377. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
378. (10) a transfer of newly constructed residential property that has not been inhabited;
379. (11) an option to purchase a unit in a common interest community, until exercised;
380. 381. (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);
382. (13) a transfer to a tenant who is in possession of the residential real property; or
383. (14) a transfer of special declarant rights under section 515B.3-104.

384. MN STATUTES 144.496; RADON AWARENESS ACT
385. 386. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

387. 388. 389. Waiver: The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit, or abridge any obligation for seller disclosure created by any other law.

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

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Lakes | Sotheby's INTERNATIONAL REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

413. Page 10

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

415. Property located at 2731 Ewing Avenue N Robbinsdale MN 55422

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

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

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

429. DocuSigned by: 2/6/2019
(Seller) 97E9EA1ADF784A5... (Date)
DocuSigned by: 2/6/2019
(Seller) 0565C6800E36459... (Date)

430. **T. BUYER'S ACKNOWLEDGEMENT:**
431. *(To be signed at time of purchase agreement.)*

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

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

437. (Buyer) (Date) (Buyer) (Date)

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

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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:

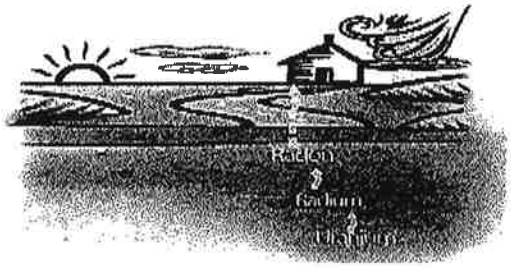
1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and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

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 Minnesota Department *of* Health
INDOOR AIR UNIT

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

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.

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".

KW INTEGRITY LAKES
KELLERWILLIAMS REALTY

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.
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1. Date 3/19/14
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 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 513.56 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 herein (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 are not a substitute for any
17. 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, clause
21. (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 inspected
26. by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers NO to any of the questions
27. listed below, it does not necessarily mean that it does not exist on the property. NO may mean that Seller is unaware
28. that it exists on the property.
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 2731 EWING AVE N,
34. City of ROBBINSDALE, County of HENNEPIN, State of Minnesota.
35. **A. GENERAL INFORMATION:**
36. (1) What date JANUARY 2007 did you ☒ Acquire ☐ Build the home? (Check one.)
37. (2) Type of title evidence: ☐ Abstract ☒ Registered (Torrens)
38. Location of Abstract: _____
39. To your knowledge, is there an existing Owner's Title Insurance Policy? ☒ Yes ☐ No
40. (3) Have you occupied this home continuously during your ownership? ☒ Yes ☐ No
41. If "No," explain: _____
42. (4) Is the home suitable for year-round use? ☒ Yes ☐ No
43. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☐ Yes ☒ No
44. (6) To your knowledge, does the property include a manufactured home? ☐ Yes ☒ No
45. If "Yes," HUD #(s) is/are _____
46. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☒ No

KW INTEGRITY LAKES
KELLERWILLIAMS REALTY

PREVIOUS SELLERS DISCLOSURE

...OSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

48. **THE INFORMAT... ...USED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

49. Property located at 2231 EWING AVE N

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
52. requirements? ☐ Yes ☐ No ☐ Unknown
53. If "No," or "Unknown," Buyer should consult the local zoning authority.

54. (9) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some
55. flood zones may require flood insurance.
56. (a) Do you know which zone the property is located in? ☐ Yes ☐ No
57. If "Yes," which zone? _____
58. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ No
59. If "Yes," is the policy in force? ☐ Yes ☐ No
60. If "Yes," what is the annual premium? $ _____
61. If "Yes," who is the insurance carrier? _____
62. (c) Have you ever had a flood claim with your insurance carrier or FEMA? ☐ Yes ☒ No
63. If "Yes," please explain: _____
64. _____

65. NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance
66. premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously
67. charged for flood insurance for the property. As a result, Buyer should not rely on the premiums paid for flood
68. insurance on this property previously as an indication of the premiums that will apply after Buyer completes
69. 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
73. may affect the use or future resale of the property? ☐ Yes ☒ No
74. (12) easements, other than utility or drainage easements? ☐ Yes ☒ No
75. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:
76. _____
77. _____

78. **B. GENERAL CONDITION:** To your knowledge, have any of the following conditions previously existed or do they
79. currently exist?
80. (1) Has there been any damage by wind, fire, flood, hail or other cause(s)? ☒ Yes ☐ No
81. If "Yes," give details of what happened and when:
82. HAIL STORM DAMAGED SIDING in 2010
83. (2) Have you ever had an insurance claim(s) against your Homeowner's
84. Insurance Policy? ☒ Yes ☐ No
85. If "Yes," what was the claim(s) for (e.g., hail damage to roof)?
86. HAIL DAMAGE TO SIDING
87. Did you receive compensation for the claim(s)? ☒ Yes ☐ No
88. If you received compensation, did you have the items repaired? ☒ Yes ☐ No
89. What dates did the claim(s) occur? MAY 2011

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY LAKES

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

92. Property located at 9231 SWING AVE N

93. (3) (a) Has/Have the structure(s) been altered? ☐ Yes ☒ No
94. (e.g., additions, altered roof lines, changes to load-bearing walls)
95. If "Yes," please specify what was done, when and by whom (owner or contractor):
96.
97.
98. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing, ☒ Yes ☐ No
99. retaining wall, general finishing.)
100. If "Yes," please explain:
101. EGRESS WINDOW ADDED TO LITTLE BEDROOM
102. (c) Are you aware of any work performed on the property for which ☐ Yes ☒ No
103. appropriate permits were not obtained?
104. If "Yes," please explain:
105.
106. (4) Has there been any damage to flooring or floor covering? ☐ Yes ☒ No
107. If "Yes," give details of what happened and when:
108.
109. (5) Do you have or have you previously had any pets? ☒ Yes ☐ No
110. If "Yes," indicate type DOG and number 1
111. (6) Comments:
112.
113. **C. STRUCTURAL SYSTEMS:** To your knowledge, have any of the following conditions previously existed or do they
114. currently exist?
115. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)
116. (1) **THE FOUNDATION:** To your knowledge, the type of foundation is (i.e., block, poured, wood, stone, other):
117. BLOCK & WOOD
118. (2) **THE BASEMENT, CRAWLSPACE, SLAB:**

119.	(a) cracked floor/walls	☐ Yes	☒ No	(e) leakage/seepage	☐ Yes ☒ No
120.	(b) drain tile problem	☐ Yes	☒ No	(f) sewer backup	☐ Yes ☒ No
121.	(c) flooding	☐ Yes	☒ No	(g) wet floors/walls	☐ Yes ☒ No
122.	(d) foundation problem	☐ Yes	☒ No	(h) other	☐ Yes ☒ No

123. Give details to any questions answered "Yes":
124. THE BASEMENT WAS WATER-TIED PRIOR TO MY PURCHASE.
125. THERE IS AN EMERGENCY BACK-UP OF SUMP PUMP.

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY LAKES KELLERWILLIAMS REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

128. Property located at 2231 QUEEN AVE N

129. (a) **THE ROOF:** To your knowledge,

130. (a) what is the age of the roofing material? 1 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":

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.**

143.

144.

	In Working Order Yes	No
145. Air-conditioning	☒	☐
146. ☒ Central ☐ Wall ☐ Window		
147. ~~Air exchange system~~	☐	☐
148. ~~Carbon Monoxide Detector~~	☐	☐
149. Ceiling fan	☒	☐
150. Dishwasher	☒	☐
151. Doorbell	☒	☐
152. Drain tile system	☒	☐
153. Dryer	☒	☐
154. Electrical system	☒	☐
155. ~~Exhaust system~~	☐	☐
156. ~~Fire sprinkler system~~	☐	☐
157. Fireplace	☒	☐
158. Fireplace mechanisms	☒	☐
159. ~~Furnace humidifier~~	☐	☐
160. Freezer	☒	☐
161. Garage door opener (GDO)	☒	☐
162. Garage auto reverse	☒	☐
163. GDO remote	☒	☐
164. Garbage disposal	☒	☐

	In Working Order Yes	No
Heating system (central)	☒	☐
~~Heating system (supplemental)~~	☐	☐
~~Incinerator~~	☐	☐
~~Intercom~~	☐	☐
~~Lawn sprinkler system~~	☐	☐
Microwave	☒	☐
Plumbing HOT TUB	☒	☐
~~Pool and equipment~~	☒	☐
~~Propane Tank~~	☐	☐
~~☐ Rented ☐ Owned~~		
Range/oven	☒	☐
Range hood	☒	☐
Refrigerator	☒	☐
~~Security system~~	☐	☐
~~☐ Rented ☐ Owned~~		
Smoke detectors (battery)	☒	☐
Smoke detectors (hardwired)	☒	☐
~~Solar collectors~~	☐	☐
Sump pump	☒	☐
Toilet mechanisms	☒	☐

	In Working Order Yes	No
~~Trash compactor~~	☐	☐
~~TV antenna system~~	☐	☐
TV cable system	☒	☐
~~TV satellite dish~~	☐	☐
~~☐ Rented ☐ Owned~~		
~~TV satellite receiver~~	☐	☐
~~☐ Rented ☐ Owned~~		
Washer	☒	☐
Water heater	☒	☐
Water softener	☒	☐
☐ Rented ☒ Owned		
~~Water treatment system~~	☐	☐
~~☐ Rented ☐ Owned~~		
Windows	☒	☐
Window treatments	☒	☐
~~Wood-burning stove~~	☐	☐
Other	☐	☐
Other	☐	☐
Other	☐	☐
Other	☐	☐

165. Comments:

166.

KW INTEGRITY LAKES
KELLER WILLIAMS REALTY

PREVIOUS SELLERS DISCLOSURE

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

167. Page 5

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

169. Property located at 2231 EWING AVE N

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 (Check one) 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 103I.235.)
180. *(Check appropriate box.)*
181. ☒ 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 ☐ Yes ☒ No
185. property? ☐ Yes ☒ No
186. To your knowledge, is this property in a Special Well Construction Area?

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 (Check one) 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) ☐ Yes ☒ No
200. If "Yes," would these terminate upon the sale of the property? ☐ 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. ☒ 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.

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY [illegible]

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

215. Property located at 2731 EWING AVE N

216. J. **NOTICE REGARDING CARBON MONOXIDE DETECTORS:** MN Statute 299F51 requires Carbon Monoxide
217. Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not
218. 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
221. who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes human skeletal remains
222. or human burial grounds is guilty of a felony.
223. To your knowledge, are you aware of any human remains, burials or cemeteries located
224. on the property? ☐ Yes ☒ No
225. If "Yes," please explain: _____
226. _____
227. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
228. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
229. 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
232. on the property?

233.	Animal/insect/Pest infestations?	☐ Yes ☒ No	Lead? (e.g., paint, plumbing)	☐ Yes	☒ No
234.	Asbestos?	☐ Yes ☒ No	Mold?	☐ Yes	☒ No
235.	Diseased trees?	☐ Yes ☒ No	Soil problems?	☐ Yes	☒ No
236.	Formaldehyde?	☐ Yes ☒ No	Underground storage tanks?	☐ Yes	☒ No
237.	Hazardous wastes/substances?	☐ Yes ☒ No			
238.	Other? _____			☐ Yes	☒ No

239. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental
240. authority ordering the remediation of a public health nuisance on the property? ☐ Yes ☒ No

241. If answer above is "Yes," seller certifies that all orders ☐ **HAVE** ☐ **HAVE NOT** been vacated. (Check one.)

242. Give details to any question answered "Yes": _____
243. _____
244. _____

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

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

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

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY KELLERWILLIAMS REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

258. Property located at 2731 EUSTIS AVE N.

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.mn.us/divs/eh/indoorair/radon/mrealestateweb.pdf.

262. A seller who fails to disclose the information required under MN Statute 144.496, 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 within 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) ☐ **HAVE** ☒ **HAVE NOT** occurred on the property. *(Check one.)*

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

272. _____

273. _____

274. _____

275. (c) There ☐ **IS** ☒ **IS NOT** a radon mitigation system currently installed on the property. *(Check 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** ☒ **HAS NOT** received a notice regarding any proposed improvement project from any *(Check one.)*
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. _____

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY LAKES KELLER WILLIAMS REALTY

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

298. Property located at 2731 EWING AVE N

299. **O. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
300. effect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
301. 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
318. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
319. 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
321. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health
322. problems, particularly in some immunocompromised individuals and people who have asthma or allergies to
323. mold.

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

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

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

336. **Q. ADDITIONAL COMMENTS:** _____

337. _____

338. _____

339. _____

340. _____

341. _____

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY LAKES

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

342. Page 9

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

344. Property located at 2731 EWING AVE N

345. **B. 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 co-tenant 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
357. incidental to that decree;
358. (10) a transfer of newly constructed residential property that has not been inhabited;
359. (11) an option to purchase a unit in a common interest community, until exercised;
360. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with
361. respect to a declarant under section 515B.1-103, clause (2);
362. (13) a transfer to a tenant who is in possession of the residential real property; or
363. (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. Sellers
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.

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY LAKES

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

396. Property located at 2731 Cutting Ave N

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 Disclosure Statement* form.

411. Blake Arthur Gutzke 3/18/14 (Seller) Blake Arthur Gutzke (Date) _____ (Seller) (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. _____ 4/12/14 (Buyer) (Date) _____ 4/12/14 (Buyer) (Date)

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

PREVIOUS SELLERS DISCLOSURE

KW INTEGRITY LAKES
KELLERWILLIAMS REALTY

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

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1. Date 03/28/14
2. Page

3. Addendum to Purchase Agreement between parties, dated _____;
4. pertaining to the purchase and sale of the property at 2731 Ewing Avenue N
5. Robbinsdale, MN 55422

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. BB EP (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. BB _____ (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 hazards
28. in the housing.

29. **Buyer's Acknowledgment** *(initial)*
30. EP BB (c) Buyer has received copies of all information listed under (b) above.
31. EP BB (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home.*
32. EP BB (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 lead-
37. based paint and/or lead-based paint hazards.

PREVIOUS SELLERS DISCLOSURE

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

38. Page _____

39. Property located at 2731 Ewing Avenue N Robbinsdale, MN 55422.

40. **Real Estate Licensee's Acknowledgement** *(initial)*

41. KG (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. 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 the information
45. provided by the signatory is true and accurate.

46. [signature] 3/18/14 (Seller) Blake Arthur Gutzke (Date) [signature] 4/12/14 (Buyer) (Date)

47. _____ (Seller) (Date) [signature] 4/12/14 (Buyer) (Date)

48. [signature] 3/20/2014 (Real Estate Licensee) Kelly Gaulrapp (Date) _____ (Real Estate Licensee) (Date)

49. **Section II: Contingency** *(Initial only if first box under (e) is checked in Buyer's Acknowledgment 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 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 Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/09)