

**Edina Realty**

a Berkshire Hathaway affiliate

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

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1. Date \_\_\_\_\_

2. Page 1

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, pertaining to

4. the purchase and sale of the Property at 5012 YORK AVE. S., MINNEAPOLIS, MN 55410

5. \_\_\_\_\_

**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)** ☐ \_\_\_\_\_ Calendar Days after Final Acceptance of the Purchase  
35. Agreement. (Check one.)



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

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37. Property located at 5012 YORK AVE. S., MINNEAPOLIS, MN 55410

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. DocuSigned by:  
Stephanie Branson 4/1/2020  
 (Seller) STEPHANIE BRANSON (Date) (Buyer) (Date)

59. \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

60. DocuSigned by:  
Nate Woodbury 4/2/2020  
 (Real Estate Licensee) NATE WOODBURY (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/19)



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## DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date March 30, 2020
2. Page 1 of 10 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

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

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*
15. form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any
16. kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for 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 5012 York Ave S,
34. City of Minneapolis, County of Hennepin,
35. State of Minnesota, Zip Code 55410 ("Property").

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

37. (1) What date October 2013 did you ☒ Acquire ☐ Build the home?  
(Check one.)
38. (2) Type of title evidence: ☐ Abstract ☒ Registered (Torrens) ☐ Unknown
39. Location of Abstract: \_\_\_\_\_
40. Is there an existing Owner's Title Insurance Policy? ☒ Yes ☐ No
41. (3) Have you occupied this home continuously during your ownership? ☒ Yes ☐ No
42. If "No," explain: \_\_\_\_\_
43. (4) Is the home suitable for year-round use? ☒ Yes ☐ No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☒ Yes ☐ No
45. (6) Does the Property include a manufactured home? ☐ Yes ☒ No
46. If "Yes," HUD #(s) is/are \_\_\_\_\_
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☒ No



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## DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

48. Page 2

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

50. Property located at 5012 York Ave S
51. (7) Is the Property located on a public or a private road? ☒ Public ☐ Private ☐ Public: no maintenance
52. (8) **Flood Insurance:** All properties in the state of Minnesota have been assigned a flood zone designation. Some
53. flood zones may require flood insurance.
54. (a) Do you know which zone the Property is located in? ☐ Yes ☒ No
55. If "Yes," which zone? \_\_\_\_\_
56. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ No
57. If "Yes," is the policy in force? ☐ Yes ☐ No
58. If "Yes," what is the annual premium? \$ \_\_\_\_\_
59. If "Yes," who is the insurance carrier? \_\_\_\_\_
60. (c) Have you ever had a claim with a flood insurance carrier or FEMA? ☐ Yes ☒ No
61. If "Yes," please explain: \_\_\_\_\_
62. \_\_\_\_\_

63. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance

64. premiums are increasing, and in some cases will rise by a substantial amount over the premiums

65. previously charged for flood insurance for the Property. As a result, Buyer should not rely on the

66. premiums paid for flood insurance on this Property previously as an indication of the premiums that

67. will apply after Buyer completes their purchase.

68. Are there any
69. (9) encroachments? ☐ Yes ☒ No
70. (10) association, covenants, historical registry, reservations, or restrictions, that affect
71. or may affect the use or future resale of the Property? ☐ Yes ☒ No
72. (11) governmental requirements or restrictions that affect or may affect the use or future
73. enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? ☐ 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 on the Property?

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

81. (1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? ☐ Yes ☒ No
82. If "Yes," give details of what happened and when: \_\_\_\_\_
83. \_\_\_\_\_
84. (2) Have you ever had an insurance claim(s) against your Homeowner's
85. Insurance Policy? ☐ Yes ☒ No
86. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? \_\_\_\_\_
87. \_\_\_\_\_
88. Did you receive compensation for the claim(s)? ☐ Yes ☐ No
89. If you received compensation, did you have the items repaired? ☐ Yes ☐ No
90. What dates did the claim(s) occur? \_\_\_\_\_



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## DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

93. Property located at 5012 York Ave S
94. (3) (a) Has/Have the structure(s) been altered?  
95. (e.g., additions, altered roof lines, changes to load-bearing walls) ☐ Yes ☒ No  
96. If "Yes," please specify what was done, when, and by whom (owner or contractor):  
97. \_\_\_\_\_  
98. \_\_\_\_\_
99. (b) Has any work been performed on the Property? (e.g., additions to the  
100. Property, wiring, plumbing, retaining wall, general finishing) ☒ Yes ☐ No  
101. If "Yes," please explain: Updated Kitchen w/ new insulation, drywall, cabinets, new  
102. windows.
103. (c) Are you aware of any work performed on the Property for which  
104. appropriate permits were not obtained? ☐ Yes ☒ No  
105. If "Yes," please explain: \_\_\_\_\_  
106. \_\_\_\_\_
107. (4) Has there been any damage to flooring or floor covering? ☐ Yes ☒ No  
108. If "Yes," give details of what happened and when: \_\_\_\_\_  
109. \_\_\_\_\_
110. (5) Do you have or have you previously had any pets? ☒ Yes ☐ No  
111. If "Yes," indicate type Dog and number 1
112. (6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):  
113. \_\_\_\_\_
114. (7) **THE BASEMENT, CRAWLSPACE, SLAB:**
- |   |   |
|---|---|
| 115. (a) cracked floor/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | (e) leakage/seepage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |
| 116. (b) drain tile problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  | (f) sewer backup? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     |
| 117. (c) flooding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            | (g) wet floors/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 118. (d) foundation problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  | (h) other? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            |
119. Give details to any questions answered "Yes": Minor seepage of water last summer during  
120. large rainfall into the basement. Cracks sidewalk resealed to prevent this  
121. leaks
122. (8) **THE ROOF:**
123. (a) What is the age of the roofing material?  
124. Home: ~17 years years Garage(s)/Outbuilding(s): unknown years
- |  |                                   |
|--|-----------------------------------|
| 125. (b) Has there been any interior or exterior damage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No               | <u>redone with previous owner</u> |
| 126. (c) Has there been interior damage from ice buildup? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No              |                                   |
| 127. (d) Has there been any leakage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                   |                                   |
| 128. (e) Have there been any repairs or replacements made to the roof? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                   |
129. Give details to any questions answered "Yes": Not during my ownership
130. \_\_\_\_\_



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# DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

133. Property located at 5012 York Ave S.

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

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

136. (b) cracks/damage? ☐ Yes ☒ No

137. (c) leakage/seepage? ☐ Yes ☒ No

138. (d) other? ☐ Yes ☒ No

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

140. \_\_\_\_\_

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

142. NOTE: This section refers only to the working condition of the following items. Answers apply to all such  
143. items unless otherwise noted in comments below. Personal property is included in the sale **ONLY IF**  
144. specifically referenced in the *Purchase Agreement*.

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

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



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## DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

182. Property located at 5012 York Ave S.

183. Are there any items or systems on the Property connected or controlled wirelessly,

184. via internet protocol ("IP"), to a router or gateway or directly to the cloud?

☐ Yes

☒ No

185. Comments regarding issues in Section C: \_\_\_\_\_

186. \_\_\_\_\_

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

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

189. Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving the above-described  
(Check one.)

190. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*  
191. *Subsurface Sewage Treatment System*.)

192. ☐ There is an abandoned subsurface sewage treatment system on the above-described real Property.

193. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)

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

195. (Check appropriate box(es).)

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

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

198. ☐ This Property is in a Special Well Construction Area.

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

200. (1) How many properties or residences does the shared well serve? \_\_\_\_\_

201. (2) Is there a maintenance agreement for the shared well?

☐ Yes

☐ No

202. If "Yes," what is the annual maintenance fee? \$ \_\_\_\_\_

203. **F. PROPERTY TAX TREATMENT:**

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

205. There ☐ IS ☒ IS NOT an exclusion from market value for home improvements on this Property. Any  
(Check one.)

206. valuation exclusion shall terminate upon sale of the Property, and the Property's estimated market value for  
207. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the  
208. resulting tax consequences.

209. Additional comments: \_\_\_\_\_

210. \_\_\_\_\_

211. **Preferential Property Tax Treatment**

212. Is the Property subject to any preferential property tax status or any other credits  
213. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,

214. Non-Profit Status, RIM, Rural Preserve, etc.)

☐ Yes

☒ No

215. If "Yes," would these terminate upon the sale of the Property?

☐ Yes

☒ No

216. Explain: \_\_\_\_\_

217. \_\_\_\_\_



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## DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

220. Property located at 5612 York Ave S.

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

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

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

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

237. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

238. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

239. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

240. ☐ Seller is aware that methamphetamine production has occurred on the Property.

241. (See Disclosure Statement: Methamphetamine Production.)

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

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

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

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

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

255. If "Yes," please explain: \_\_\_\_\_

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

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

261. (1) Animal/Insect/Pest Infestation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(6) Lead? (e.g., paint, plumbing)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
262. (2) Asbestos?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(7) Mold?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
263. (3) Diseased trees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(8) Soil problems?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
264. (4) Formaldehyde?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(9) Underground storage tanks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
265. (5) Hazardous waste/substances?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(10) Vapor intrusion?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
266. (11) Other? _____				<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



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

269. Property located at 5012 York Ave S.
270. (12) Have you ever been contacted or received any information from any governmental  
 271. authority pertaining to possible or actual environmental contamination (e.g., vapor  
 272. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? ☐ Yes ☒ No
273. (13) Are you aware if there are currently, or have previously been, any orders issued  
 274. on the Property by any governmental authority ordering the remediation of a  
 275. public health nuisance on the Property? ☐ Yes ☒ No
276. If answer above is "Yes," all orders ☐ HAVE ☐ HAVE NOT been vacated.  
 (Check one.)
277. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.
278. \_\_\_\_\_
279. \_\_\_\_\_

## 280. M. RADON DISCLOSURE: (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

300. (a) Radon test(s) ☐ HAVE ☒ HAVE NOT occurred on the Property.  
 (Check one.)
301. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most  
 302. current records and reports pertaining to radon concentration within the dwelling:

303. \_\_\_\_\_

304. \_\_\_\_\_

305. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the Property.  
 (Check one.)
306. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system  
 307. description and documentation.

308. \_\_\_\_\_

309. \_\_\_\_\_

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



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## DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

311. Page 8

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

313. Property located at 5012 York Ave S.

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

316. **Notices:** Seller ☐ HAS ☒ HAS NOT received a notice regarding any proposed improvement project from any  
317. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach  
318. and/or explain: \_\_\_\_\_

319. \_\_\_\_\_  
320. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an  
321. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? ☐ Yes ☒ No  
322. If "Yes," explain: \_\_\_\_\_

323. \_\_\_\_\_

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

327. Examples of exterior moisture sources may be:

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

332. Examples of interior moisture sources may be:

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

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

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

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

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

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

361. Property located at 5012 York Ave S.
362. **Q. ADDITIONAL COMMENTS:** N/A
363. \_\_\_\_\_
364. **R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**
365. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to
366. (1) real property that is not residential real property;
367. (2) a gratuitous transfer;
368. (3) a transfer pursuant to a court order;
369. (4) a transfer to a government or governmental agency;
370. (5) a transfer by foreclosure or deed in lieu of foreclosure;
371. (6) a transfer to heirs or devisees of a decedent;
372. (7) a transfer from a co-tenant to one or more other co-tenants;
373. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
374. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
375. (10) a transfer of newly constructed residential property that has not been inhabited;
376. (11) an option to purchase a unit in a common interest community, until exercised;
377. (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);
378. (13) a transfer to a tenant who is in possession of the residential real property; or
379. (14) a transfer of special declarant rights under section 515B.3-104.
382. **MN STATUTES 144.496: RADON AWARENESS ACT**
383. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
384. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.
385. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the
386. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not
387. waive, limit, or abridge any obligation for seller disclosure created by any other law.
388. **No Duty to Disclose:**
389. (A) There is no duty to disclose the fact that the Property
390. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
391. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
392. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
393. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
394. nursing home.
395. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
396. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
397. manner, provides a written notice that information about the predatory offender registry and persons registered
398. with the registry may be obtained by contacting the local law enforcement agency where the property is
399. located or the Department of Corrections.
400. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
401. (A) and (B) for property that is not residential property.
402. (D) **Inspections.**
403. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
404. Property if a written report that discloses the information has been prepared by a qualified third party
405. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
406. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
407. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
408. or investigation that has been conducted by the third party in order to prepare the written report.
409. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information
410. included in a written report under paragraph (1) if a copy of the report is provided to Seller.



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## DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

411. Page 10

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

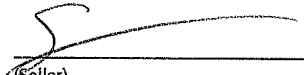
413. Property located at 5012 York Ave S.

414. **S. SELLER'S STATEMENT:**

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

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

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

427.  March 30, 2020  
(Seller) (Date) (Seller) (Date)

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

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

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

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

435. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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

MN:DS:SPDS-10 (8/19)

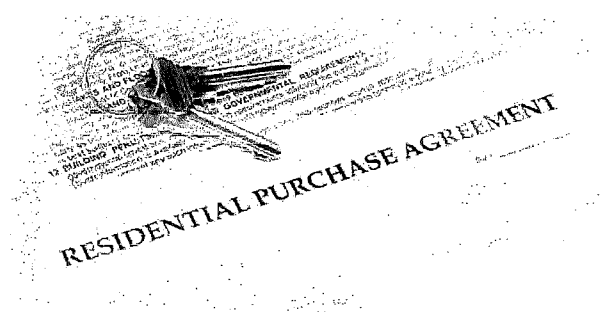
# Radon in Real Estate Transactions

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:

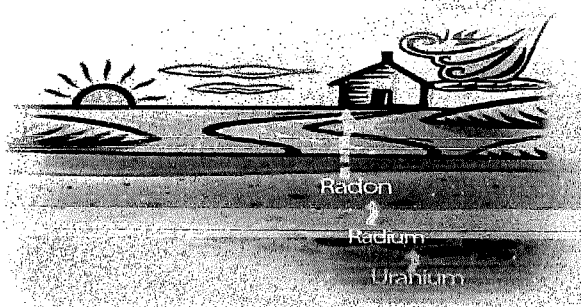
1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and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



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

## **Radon Mitigation**

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

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

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

## **Radon Warning Statement**

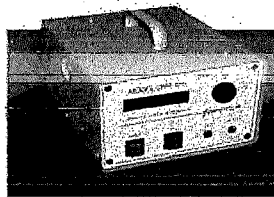
*"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a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

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

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

**Continuous Radon Monitor (CRM)**

*Fastest*



**Simultaneous Short-term Testing**

*Second Fastest*



**All radon tests should be conducted by a certified professional.** This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.



PREVIOUS SELLERS DISCLOSURE

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

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
© 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date 09/06/13

2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_,  
4. pertaining to the purchase and sale of the property at 5012 York Ave S  
5. \_\_\_\_\_

## 6. Section I: Lead Warning Statement

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

## 15. Seller's Disclosure (initial)

16. \_\_\_\_\_ (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. Based on age of home; testing in bath (bath was fixed)

21. ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. \_\_\_\_\_ (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. Report was done during remodel in bath (problem fixed)  
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. SB \_\_\_\_\_ (c) Buyer has received copies of all information listed under (b) above.

31. SB \_\_\_\_\_ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

32. SB \_\_\_\_\_ (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

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

38. Page \_\_\_\_\_

39. Property located at \_\_\_\_\_

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

41. WM (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. Carla Lundstad 6 Sep 2013 Stephanie Branson 9/8/2013  
(Seller) (Date) (Buyer) (Date)  
E2074C3A-7A99  
9/8/2013 2:19:47 PM

47. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

48. William Nagy 9-6-2013 Kris Lindahl 9/8/2013  
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)  
019AD64B-807E  
9/8/2013 2:16:09 PM

**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.





PREVIOUS SELLERS DISCLOSURE

## 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.  
© 2012 Minnesota Association of REALTORS®, Edina, MN

1. Date 9-6-2013

2. Page 1 of 4 pages

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

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

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

16. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a  
17. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause  
18. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

19. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in  
20. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any  
21. other option.

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

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

30. Property located at 5012 York Ave

31. City of Minneapolis, County of Hennepin, State of Minnesota.

#### 32. A. GENERAL INFORMATION:

33. (1) What date 2006 did you ☒ **Acquire** ☐ **Build** the home?  
(Check one.)

34. (2) Type of title evidence: ☒ Abstract ☐ Registered (Torrens)

35. Location of Abstract: Edina Realty

36. To your knowledge, is there an existing Owner's Title Insurance Policy? ☒ Yes ☐ No

37. (3) Have you occupied this home continuously during your ownership? ☒ Yes ☐ No

38. If "No," explain: \_\_\_\_\_

39. (4) Is the home suitable for year-round use? ☒ Yes ☐ No

40. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☒ Yes ☐ No

41. (6) To your knowledge, does the property include a manufactured home? ☐ Yes ☒ No

42. If "Yes," HUD #(s) is/are \_\_\_\_\_

43. \_\_\_\_\_

44. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☒ No



PREVIOUS SELLERS DISCLOSURE

**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

45. Page 2

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

47. Property located at 5012 York Ave Minneapolis
48. (7) Is the property located on a public or a private road? ☒ Public ☐ Private
49. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size requirements? ☐ Yes ☐ No ☐ Unknown
51. If "No," or "Unknown," Buyer should consult the local zoning authority.
52. (9) To your knowledge, is the property located in a designated flood plain? ☐ Yes ☒ No
53. Are you aware of any
54. (10) encroachments? ☐ Yes ☒ No
55. (11) association, covenants, historical registry, reservations or restrictions that affect or may affect the use or future resale of the property? ☐ Yes ☒ No
57. (12) easements, other than utility or drainage easements? ☐ Yes ☒ No
58. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

59. \_\_\_\_\_

60. \_\_\_\_\_

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

63. (1) Has there been any damage by wind, fire, flood, hail or other cause(s)? ☐ Yes ☒ No
64. If "Yes," give details of what happened and when: \_\_\_\_\_

66. (2) Have you ever had an insurance claim(s) against your Homeowner's Insurance Policy? ☐ Yes ☒ No
68. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? \_\_\_\_\_

71. Did you receive compensation for the claim(s)? ☐ Yes ☐ No
72. If you received compensation, did you have the items repaired? ☐ Yes ☐ No
73. What dates did the claim(s) occur? \_\_\_\_\_

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

79. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing, retaining wall, general finishing.) ☒ Yes ☐ No

81. If "Yes," please explain: Bathroom remodel, new garage, upgrade electrical service, new furnace, new a/c, new windows in master bedroom, glass blocked windows in basement

83. (c) Are you aware of any work performed on the property for which appropriate permits were not obtained? ☐ Yes ☒ No

85. If "Yes," please explain: \_\_\_\_\_

86. \_\_\_\_\_



PREVIOUS SELLERS DISCLOSURE

**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

87. Page 3

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

89. Property located at 5012 York Ave Minneapolis

90. (4) Has there been any damage to flooring or floor covering? ☐ Yes ☒ No

91. If "Yes," give details of what happened and when: \_\_\_\_\_

92. \_\_\_\_\_

93. (5) Do you have or have you previously had any pets? ☒ Yes ☐ No

94. If "Yes," indicate type dog and number 1

95. (6) Comments: \_\_\_\_\_

96. \_\_\_\_\_

97. \_\_\_\_\_

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

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

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

103. (2) **THE BASEMENT, CRAWLSPACE, SLAB:**

104. (a) cracked floor/walls ☐ Yes ☒ No (e) leakage/seepage ☒ Yes ☐ No

105. (b) drain tile problem ☐ Yes ☒ No (f) sewer backup ☐ Yes ☒ No

106. (c) flooding ☐ Yes ☒ No (g) wet floors/walls ☒ Yes ☐ No

107. (d) foundation problem ☐ Yes ☒ No (h) other ☐ Yes ☐ No

108. Give details to any questions answered "Yes": \_\_\_\_\_

109. Minor seepage in basement before new sidewalk installed  
110. and landscaping accomplished on south side to slope  
111. away from home

112. (3) **THE ROOF:** To your knowledge,

113. (a) what is the age of the roofing material? 12 years

114. (b) has there been any interior or exterior damage? ☐ Yes ☒ No

115. (c) has there been interior damage from ice buildup? ☐ Yes ☒ No

116. (d) has there been any leakage? ☐ Yes ☒ No

117. (e) have there been any repairs or replacements made to the roof? ☒ Yes ☐ No

118. Give details to any questions answered "Yes": when electrical upgrade was  
119. done the old mast on the roof was removed  
120. and roof was patched.

121. \_\_\_\_\_



PREVIOUS SELLERS DISCLOSURE

**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

122. Page 4

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

124. Property located at 5012 York Ave

Minneapolis

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

126. **NOTE:** This section refers only to the working condition of the following items. Answers apply to all such  
127. items unless otherwise noted in comments below. Personal property is included in the sale **ONLY IF**  
128. specifically referenced in the *Purchase Agreement*.

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

In Working Order		In Working Order		In Working Order	
Yes	No	Yes	No	Yes	No
132. Air-conditioning	<input checked="" type="checkbox"/> <input type="checkbox"/>	Heating system (central)	<input checked="" type="checkbox"/> <input type="checkbox"/>	Trash Compactor	<input type="checkbox"/> <input type="checkbox"/>
133. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window		Heating system (supplemental)	<input type="checkbox"/> <input type="checkbox"/>	TV antenna system	<input type="checkbox"/> <input type="checkbox"/>
134. <del>Air exchange system</del>	<input type="checkbox"/> <input type="checkbox"/>	Incinerator	<input type="checkbox"/> <input type="checkbox"/>	TV cable system	<input type="checkbox"/> <input type="checkbox"/>
135. Carbon Monoxide Detector	<input checked="" type="checkbox"/> <input type="checkbox"/>	Intercom	<input type="checkbox"/> <input type="checkbox"/>	TV satellite dish	<input type="checkbox"/> <input type="checkbox"/>
136. Ceiling fan	<input checked="" type="checkbox"/> <input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
137. Dishwasher	<input checked="" type="checkbox"/> <input type="checkbox"/>	Microwave	<input type="checkbox"/> <input type="checkbox"/>	TV satellite receiver	<input type="checkbox"/> <input type="checkbox"/>
138. Doorbell	<input checked="" type="checkbox"/> <input type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
139. <del>Drain tile system</del>	<input type="checkbox"/> <input type="checkbox"/>	Pool and equipment	<input type="checkbox"/> <input type="checkbox"/>	Washer	<input checked="" type="checkbox"/> <input type="checkbox"/>
140. Dryer	<input checked="" type="checkbox"/> <input type="checkbox"/>	Propane Tank	<input type="checkbox"/> <input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/> <input type="checkbox"/>
141. Electrical system	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		Water softener	<input type="checkbox"/> <input type="checkbox"/>
142. Exhaust system	<input checked="" type="checkbox"/> <input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
143. <del>Fire sprinkler system</del>	<input type="checkbox"/> <input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/> <input type="checkbox"/>	Water treatment system	<input type="checkbox"/> <input type="checkbox"/>
144. <del>Fireplace</del>	<input type="checkbox"/> <input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
145. <del>Fireplace mechanisms</del>	<input type="checkbox"/> <input type="checkbox"/>	Security system	<input checked="" type="checkbox"/> <input type="checkbox"/>	Windows	<input checked="" type="checkbox"/> <input type="checkbox"/>
146. Furnace humidifier	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned		Window treatments	<input checked="" type="checkbox"/> <input type="checkbox"/>
147. Freezer	<input checked="" type="checkbox"/> <input type="checkbox"/>	Smoke detectors (battery)	<input checked="" type="checkbox"/> <input type="checkbox"/>	Wood-burning stove	<input type="checkbox"/> <input type="checkbox"/>
148. Garage door opener (GDO)	<input checked="" type="checkbox"/> <input type="checkbox"/>	<del>Smoke detectors (hardwired)</del>	<input type="checkbox"/> <input type="checkbox"/>	Other	<input type="checkbox"/> <input type="checkbox"/>
149. <del>Garage auto reverse</del>	<input checked="" type="checkbox"/> <input type="checkbox"/>	Solar collectors	<input type="checkbox"/> <input type="checkbox"/>	Other	<input type="checkbox"/> <input type="checkbox"/>
150. GDO remote	<input checked="" type="checkbox"/> <input type="checkbox"/>	Sump pump	<input type="checkbox"/> <input type="checkbox"/>	Other	<input type="checkbox"/> <input type="checkbox"/>
151. Garbage disposal	<input checked="" type="checkbox"/> <input type="checkbox"/>	Toilet mechanisms	<input checked="" type="checkbox"/> <input type="checkbox"/>	Other	<input type="checkbox"/> <input type="checkbox"/>

152. Comments: \_\_\_\_\_

153. \_\_\_\_\_

**E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**

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

156. Seller certifies that Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving  
(Check one.)

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

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

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



PREVIOUS SELLERS DISCLOSURE

**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

163. Page 5

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

165. Property located at 5012 York Ave Minneapolis

166. **F. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)

167. (Check appropriate box.)

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

169. ☐ Seller certifies there are one or more wells located on the above-described real property.

170. (See Well Disclosure Statement.)

171. Are there any wells serving the above-described property that are not located on the  
172. property?

☐ Yes

☐ No

173. To your knowledge, is this property in a Special Well Construction Area?

☐ Yes

☐ No

174. **G. PROPERTY TAX TREATMENT:**

175. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 16.)

176. (Check appropriate box.)

177. There ☐ IS ☒ IS NOT an exclusion from market value for home improvements on this property. Any  
(Check one.)

178. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for  
179. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the  
180. resulting tax consequences.

181. Additional comments:

182.

183.

184. **Preferential Property Tax Treatment**

185. Is the property subject to any preferential property tax status or any other credits affecting the property?

186. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve)

☐ Yes

☒ No

187. If "Yes," would these terminate upon the sale of the property?

☐ Yes

☒ No

188. Explain:

189.

190.

191. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

192. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

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

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

195. (See Methamphetamine Production Disclosure Statement.)

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

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



PREVIOUS SELLERS DISCLOSURE

**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

204. Page 6

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

206. Property located at 5012 York Ave Minneapolis

**207. K. CEMETERY ACT:**

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

211. To your knowledge, are you aware of any human remains, burials or cemeteries located

212. on the property?

☐ Yes

☒ No

213. If "Yes," please explain: \_\_\_\_\_

214. \_\_\_\_\_

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

**218. L. ENVIRONMENTAL CONCERNS:**

219. To your knowledge, have any of the following environmental concerns previously existed or do they currently exist  
220. on the property?

221. Animal/Insect/Pest Infestations? ☐ Yes ☒ No Lead? (e.g., paint, plumbing) ☐ Yes ☒ No

222. Asbestos? ☐ Yes ☒ No Mold? ☐ Yes ☒ No

223. Diseased trees? ☐ Yes ☒ No Radon? ☐ Yes ☒ No

224. Formaldehyde? ☐ Yes ☒ No Soil problems? ☐ Yes ☒ No

225. Hazardous wastes/substances? ☐ Yes ☒ No Underground storage tanks? ☐ Yes ☒ No

226. Other? \_\_\_\_\_ ☐ Yes ☐ No

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

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

230. Give details to any question answered "Yes": \_\_\_\_\_

231. \_\_\_\_\_

232. \_\_\_\_\_

233. \_\_\_\_\_

234. \_\_\_\_\_

**235. M. OTHER DEFECTS/MATERIAL FACTS:**

236. Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or  
237. enjoyment of the property or any intended use of the property? ☐ Yes ☒ No

238. If "Yes," explain below: \_\_\_\_\_

239. \_\_\_\_\_

240. \_\_\_\_\_

241. \_\_\_\_\_

242. \_\_\_\_\_

243. \_\_\_\_\_



PREVIOUS SELLERS DISCLOSURE

# **SELLER'S PROPERTY DISCLOSURE STATEMENT**

244. Page 7

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

246. Property located at 5012 York Ave Minneapolis

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

250. Examples of exterior moisture sources may be  
251. • improper flashing around windows and doors,  
252. • improper grading,  
253. • flooding,  
254. • roof leaks.

255. Examples of interior moisture sources may be  
256. • plumbing leaks,  
257. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),  
258. • overflow from tubs, sinks or toilets,  
259. • firewood stored indoors,  
260. • humidifier use,  
261. • inadequate venting of kitchen and bath humidity,  
262. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),  
263. • line-drying laundry indoors,  
264. • houseplants—watering them can generate large amounts of moisture.

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

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

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

277. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the  
278. Minnesota Association of REALTORS® Desktop Reference Guide at [www.mnrealtor.com](http://www.mnrealtor.com).

279. **O. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
280. offender registry and persons registered with the predatory offender registry under MN Statue 243.166  
281. may be obtained by contacting the local law enforcement offices in the community where the property  
282. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of  
283. Corrections web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

284. **P. ADDITIONAL COMMENTS:** \_\_\_\_\_  
285. \_\_\_\_\_  
286. \_\_\_\_\_  
287. \_\_\_\_\_  
288. \_\_\_\_\_  
289. \_\_\_\_\_



PREVIOUS SELLERS DISCLOSURE

**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

290. Page 8

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

292. Property located at 5012 York Ave Minneapolis

293. **Q. MN STATUTES 513.52 THROUGH 513.60:**

294. **Exceptions**

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

- 296. (1) real property that is not residential real property;
- 297. (2) a gratuitous transfer;
- 298. (3) a transfer pursuant to a court order;
- 299. (4) a transfer to a government or governmental agency;
- 300. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 301. (6) a transfer to heirs or devisees of a decedent;
- 302. (7) a transfer from a cotenant to one or more other co-tenants;
- 303. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 304. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 305. (10) a transfer of newly constructed residential property that has not been inhabited;
- 306. (11) an option to purchase a unit in a common interest community, until exercised;
- 307. (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);
- 308. (13) a transfer to a tenant who is in possession of the residential real property; or
- 309. (14) a transfer of special declarant rights under section 515B.3-104.

312. **Waiver**

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

316. **No Duty to Disclose**

317. A. There is no duty to disclose the fact that the property

- 318. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
- 319. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
- 320. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
- 321. (3) is located in a neighborhood containing any adult family home, community-based residential facility or
- 322. nursing home.

323. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to  
324. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely  
325. manner, provides a written notice that information about the predatory offender registry and persons registered  
326. with the registry may be obtained by contacting the local law enforcement agency where the property is  
327. located or the Department of Corrections.

328. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A  
329. and B for property that is not residential property.

330. D. **Inspections.**

- 331. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real  
332. property if a written report that discloses the information has been prepared by a qualified third party  
333. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a  
334. federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably  
335. believes has the expertise necessary to meet the industry standards of practice for the type of inspection  
336. or investigation that has been conducted by the third party in order to prepare the written report.
- 337. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information  
338. included in a written report under paragraph (i) if a copy of the report is provided to Seller.

MN:SPDS-8 (8/12)





PREVIOUS SELLERS DISCLOSURE

**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

339. Page 9

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

341. Property located at 5012 York Ave Minneapolis

342. **R. SELLER'S STATEMENT:**

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

344. Seller(s) hereby states the material facts as stated above are true and accurate and authorizes any licensee(s)  
345. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure to any person or  
346. entity in connection with any actual or anticipated sale of the property.

347. Colleen Herstad 6 Sep 13  
(Seller) (Date) (Seller) (Date)

348. **S. BUYER'S ACKNOWLEDGEMENT:**

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

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

352. AC41B017-76C6  
Stephanie Branson 9/8/2013  
9/8/2013 2:19:05 PM (Date) (Buyer) (Date)  
(Buyer) (Date)

353. **T. SELLER'S ACKNOWLEDGMENT** *(To be signed at time of purchase agreement.):* Seller is obligated to continue  
354. to notify Buyer, in writing, of any facts which differ from the facts disclosed herein (new or changed) of which Seller  
355. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended  
356. use of the property that occur up to the time of closing.

357. **AS OF THE DATE BELOW**, I/we, the Seller(s) of the property, state that the material facts stated above are the  
358. same, **except for changes and/or new disclosures as indicated below, which have been signed and dated.**

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365. \_\_\_\_\_  
366. \_\_\_\_\_

367. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

368. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**  
369. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:SPDS-9 (8/12)