



a Berkshire Hathaway affiliate

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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- 1. Date December 13th, 2021
2. Page 1 of 23 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 disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware. 8. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing. 9. Seller has disclosure alternatives allowed by MN Statutes. See Disclosure Statement: Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

10. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60: 11. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

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

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

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

15. Property located at 1959 Orchard Ln, City of Long Lake, County of Hennepin, State of Minnesota, Zip Code 55356 ("Property").

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

- 17. (1) What date did you [X] Acquire [] Build the home? July 31, 2015
18. (2) Type of title evidence: [X] Abstract [] Registered (Torrens) [] Unknown
19. Location of Abstract:
20. Is there an existing Owner's Title Insurance Policy? [] Yes [X] No
21. (3) Have you occupied this home continuously during your ownership? [X] Yes [] No
22. If "No," explain:
23. (4) Is the home suitable for year-round use? [X] Yes [] No
24. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [X] Yes [] No
25. (6) Does the Property include a manufactured home? [] Yes [X] No
26. If "Yes," HUD #(s) is/are
27. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? [] Yes [X] No

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

50. Property located at 1959 Orchard Ln Long Lake MN 55356
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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94. (3) (a) Has/Have the structure(s) been altered?
95. (e.g., additions, altered roof lines, changes to load-bearing walls)
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)
101. If "Yes," please explain:

102.

103. (c) Are you aware of any work performed on the Property for which
104. appropriate permits were not obtained?
105. If "Yes," please explain:

106.

107. (4) Has there been any damage to flooring or floor covering?
108. If "Yes," give details of what happened and when:

109.

110. (5) Do you have or have you previously had any pets?
111. If "Yes," indicate type Cat and number 3

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?
116. (b) drain tile problem?
117. (c) flooding?
118. (d) foundation problem?
115. (e) leakage/seepage?
116. (f) sewer backup?
117. (g) wet floors/walls?
118. (h) other?

119. Give details to any questions answered "Yes":
120.
121.

122. (8) THE ROOF:

123. (a) What is the age of the roofing material?
124. Home: 6 years Garage(s)/Outbuilding(s): 6 years

- 125. (b) Has there been any interior or exterior damage?
126. (c) Has there been Interior damage from ice buildup?
127. (d) Has there been any leakage?
128. (e) Have there been any repairs or replacements made to the roof?

129. Give details to any questions answered "Yes":
130.



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

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

- 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:** Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working condition. Check "No" for items not in working condition. Working order means all components of the items specified below.

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



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

185. Comments regarding issues in Section C: Simplisafe Security System

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 [X] 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: Subsurface Sewage Treatment System.)

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

194. E. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.) (Check appropriate box(es).)

196. [X] 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. Preferential Property Tax Treatment

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

208. If "Yes," would these terminate upon the sale of the Property? [] Yes [] No

209. Explain:

210. _____

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

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

215. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall survive the closing of any transaction involving the Property described here.

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

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

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



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230. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

232. [X] Seller is not aware of any methamphetamine production that has occurred on the Property.

233. [] Seller is aware that methamphetamine production has occurred on the Property.

234. (See Disclosure Statement: Methamphetamine Production.)

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

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

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

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

247. Are you aware of any human remains, burials, or cemeteries located on the Property? [] Yes [X] No

248. If "Yes," please explain: _____

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

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

- 254. (1) Animal/Insect/Pest Infestation? [] Yes [X] No (6) Lead? (e.g., paint, plumbing) [] Yes [X] No
255. (2) Asbestos? [] Yes [X] No (7) Mold? [] Yes [X] No
256. (3) Diseased trees? [] Yes [X] No (8) Soil problems? [] Yes [X] No
257. (4) Formaldehyde? [] Yes [X] No (9) Underground storage tanks? [] Yes [X] No
258. (5) Hazardous waste/substances? [] Yes [X] No (10) Vapor intrusion? [] Yes [X] No

259. (11) Other? _____ [] Yes [] No

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

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

266. If answer above is "Yes," all orders [] HAVE [] HAVE NOT been vacated. (Check one.)

267. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.
268. _____
269. _____
270. _____
271. _____

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316. Property located at 1959 Orchard Ln Long Lake MN 55356.

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

319. If "Yes," explain:

320. _____

321. _____

322. _____

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
 326. leaving 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
 347. health problems, particularly in some immunocompromised individuals and people who have asthma or allergies
 348. to 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.

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361. Property located at 1959 Orchard Ln Long Lake MN 55356

362. **Q. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

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

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

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

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

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

386. **No Duty to Disclose:**

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

409, Page 10

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

411. Property located at 1959 Orchard Ln Long Lake MN 55356

412. R. ADDITIONAL COMMENTS:

413.
414.
415.
416.
417.
418.
419.

420. S. SELLER'S STATEMENT:

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

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

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

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

433. Alicia Larson 12/13/2021
(Seller) (Date) (Seller) (Date)

434. T. BUYER'S ACKNOWLEDGEMENT:

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

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

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

441. (Buyer) (Date) (Buyer) (Date)

442. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
443. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

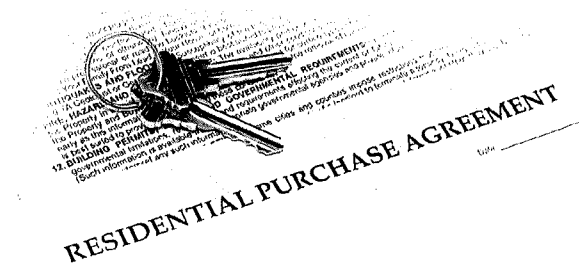
Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, **any home can have high levels of radon.**

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

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

MDH Minnesota
Department of Health

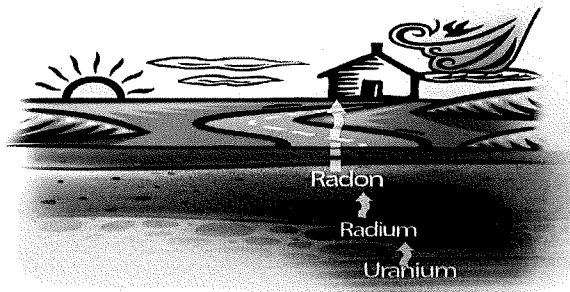
INDOOR AIR UNIT

Radon Facts

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

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

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



MDH Radon Program

PO Box 64975

St Paul, MN 55164-0975

health.indoor@state.mn.us

www.health.state.mn.us/radon

651-201-4601

800-798-9050

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

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

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

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

Radon Mitigation

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

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

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

Radon Warning Statement

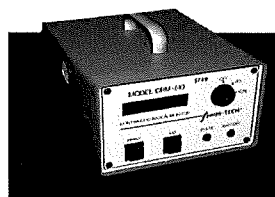
"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a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

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

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

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



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



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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 12/13/2021
2. Page 1

3. Addendum to Purchase Agreement between parties, dated _____
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 1959 Orchard Ln Long Lake MN 55356

6. Lead Warning Statement

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

15. Seller's Disclosure (Check one.)

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

24. Buyer's Acknowledgment

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



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

36. Page 2

37. Property located at 1959 Orchard Ln Long Lake MN 55356

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

52. **Real Estate Licensee's Acknowledgment**

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

55. **Certification of Accuracy**

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

58. Alicia Larson 12/13/2021 _____
(Seller) (Date) (Buyer) (Date)

59. _____
(Seller) (Date) (Buyer) (Date)

60. DocuSigned by:
[Signature] 1/5/2022 _____
F098CFE159A744B... (Real Estate Licensee) Richard SCOTT Stabeck (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)

PREVIOUS SELLERS DISCLOSURE

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**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.
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1. Date 5/18/15

2. Page _____

3. Addendum to Purchase Agreement between parties, dated 5/18, 20 15,

4. pertaining to the purchase and sale of the property at 1959 Orchard Lane

5. Long Lake Hennepin

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. OK (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. OK 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. _____

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. _____ (c) Buyer has received copies of all information listed under (b) above.

31. _____ (d) Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.

32. _____ (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 1959 Orchard Lane Long Lake

40. Real Estate Licensee's Acknowledgement (initial)

41. BCD (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. Casey Kirt 5-18-15
(Seller) (Date) (Buyer) (Date)

47. _____
(Seller) (Date) (Buyer) (Date)

48. Benjamin Dzurik
(Real Estate Licensee) (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)

PREVIOUS SELLERS DISCLOSURE

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**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**
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- 1. Date 5/18/15
- 2. Page 1 of _____ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
- 4. MADE A PART HEREOF

5. Property located at 1959 Orchard Lane
 6. City of Long Lake, County of Hennepin, State of Minnesota.

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

13. (Select one option only.)

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

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

23. The inspection report was prepared by _____
 24. _____
 25. and dated _____, 20____.

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

28. _____
 29. _____
 30. _____

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

33. _____
 34. _____
 35. _____

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

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

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



PREVIOUS SELLERS DISCLOSURE



DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES Page 2

48. Property located at 1959 Orchard Lane Long Lake MN 55356

49. OTHER REQUIRED DISCLOSURES:

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

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

56. Seller certifies that Seller [] DOES [X] DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
58. Disclosure Statement: Subsurface Sewage Treatment System.)
59. [] There is a subsurface sewage treatment system on or serving the above-described real property.
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)
61. [] There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)

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

65. [X] Seller certifies that Seller does not know of any wells on the above-described real property.
66. [] Seller certifies there are one or more wells located on the above-described real property.
67. (See Disclosure Statement: Well.)
68. Are there any wells serving the above-described property that are not located on the property? [] Yes [] No
69. To your knowledge, is the property in a Special Well Construction Area? [] Yes [] No

70. Comments:
71.
72.

73. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 16)

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

78. Additional comments:
79.
80.

81. D. METHAMPHETAMINE PRODUCTION DISCLOSURE:

82. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
83. [X] Seller is not aware of any methamphetamine production that has occurred on the property.
84. [] Seller is aware that methamphetamine production has occurred on the property.
85. (See Disclosure Statement: Methamphetamine Production.)



PREVIOUS SELLERS DISCLOSURE



DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

86. Page 3

87. Property located at 1959 Orchard Lane Long Lake MN 55356

88. E. RADON DISCLOSURE:

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

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

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

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

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

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

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

-----*(Check one.)*-----

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

112. _____

113. _____

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

-----*(Check one.)*-----

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

118. _____

119. _____

120. _____

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

125. G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:

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

PREVIOUS SELLERS DISCLOSURE



DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES
129. Page 4

130. Property located at 1959 Orchard Lane Long Lake MN 55356

131. **H. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
132. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
133. leaving the home.
134. Examples of exterior moisture sources may be
135. • improper flashing around windows and doors,
136. • improper grading,
137. • flooding,
138. • roof leaks.
139. Examples of interior moisture sources may be
140. • plumbing leaks,
141. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
142. • overflow from tubs, sinks or toilets,
143. • firewood stored indoors,
144. • humidifier use,
145. • inadequate venting of kitchen and bath humidity,
146. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
147. • line-drying laundry indoors,
148. • houseplants—watering them can generate large amounts of moisture.
149. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
150. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
151. Therefore, it is very important to detect and remediate water intrusion problems.
152. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
153. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
154. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.
155. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
156. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
157. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
158. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
159. property.
160. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
161. Minnesota Association of REALTORS[®] Desktop Reference Guide at www.mnrealtor.com.
162. **I. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
163. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
164. may be obtained by contacting the local law enforcement offices in the community where the property is
165. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
166. web site at www.corr.state.mn.us.

MN:DS:SDA-4 (8/14)

Instant
Forms

PREVIOUS SELLERS DISCLOSURE



DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES
167. Page 5

168. Property located at 1959 Orchard Lane Long Lake MN 55356

169. J. SELLER'S STATEMENT:

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

171. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
172. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
173. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
174. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
175. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
176. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
177. provide a copy to the prospective buyer.

178. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
179. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
180. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
181. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
182. *Disclosure Statement* form.
183. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
184. and will NOT disclose any new or changed information regarding facts.
185. **OTHER REQUIRED DISCLOSURES (Sections A-E):** Whether Seller has elected a Qualified-Third Party Inspection
186. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
187. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
188. *Disclosure* form.

189. Casey Kirt 5-18-15
(Seller) Casey Kirt (Date) (Seller) (Date)

190. K. BUYER'S ACKNOWLEDGEMENT:

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

192. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
193. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
194. been made, other than those made in this form.

195. _____
(Buyer) (Date) (Buyer) (Date)

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

MN:DS-SDA-5 (8/14)

PREVIOUS SELLERS DISCLOSURE

Radon in Real Estate Transactions



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

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



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

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



Disclosure Requirements

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

The disclosure shall include:

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

Radon Warning Statement

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

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

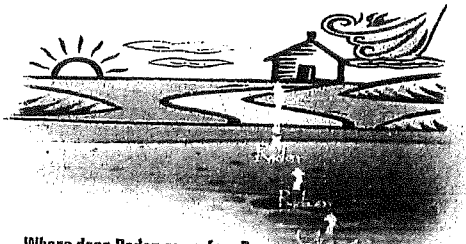
Radon Facts

How dangerous is radon?

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

Where is your greatest exposure to radon?

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



Where does Radon come from?

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

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

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

What is the recommended action based on my results?

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



PREVIOUS SELLERS DISCLOSURE

How are radon tests conducted in real estate transactions?

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



Continuous
Radon Monitor
(CRM)

Fastest

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

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



Simultaneous
Short-term Testing

Second fastest

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

Test kits are sent to the lab for analysis.

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



Sequential
Short-term Testing

Slowest

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

Test kit is sent to lab for analysis.

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

Test kit is sent to the lab for analysis.

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

Radon Testing

House conditions when testing

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

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

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

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

Where the test should be conducted

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

The test kit should be placed:

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

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

Who should conduct radon testing in real estate transactions?

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

Radon Mitigation

Lowering radon in existing homes - Radon Mitigation

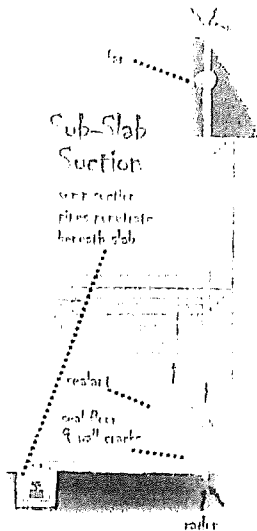
When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

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

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

After a radon reduction system is installed

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



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

The MDH Radon Program can provide:

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

MDH Radon Program

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

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

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