



SELLER'S PROPERTY DISCLOSURE STATEMENT

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- 1. Date November 8, 2011
2. Page 1 of 9 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 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. 6. 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 has disclosure alternatives allowed by MN Statutes. See 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 representing or assisting any party in the transaction.

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. NO may mean that Seller is unaware that it exists on the property.

17. 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).

21. Property located at 5430 County Road 151, City of Minnetrista, County of Hennepin, State of Minnesota.

A. GENERAL INFORMATION:

- 24. (1) What date 10-19-1993 did you [X] Acquire [] Build the home?
25. (2) Type of title evidence: [X] Abstract [] Registered (Torrens)
26. Location of Abstract: 5151 Edina Industrial Blvd, Edina MN 55439
27. To your knowledge, is there an existing Owner's Title Insurance Policy? [X] Yes [] No
28. (3) Have you occupied this home continuously for the past 12 months? [X] Yes [] No
29. If "No," explain:
30. (4) Is the home suitable for year-round use? [X] Yes [] No
31. (5) To your knowledge, is the property located in a designated flood plain? [] Yes [X] No
32. (6) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [] Yes [X] No
33. (7) Is the property located on a public or a private road? [X] Public [] Private
34. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size requirements? [X] Yes [] No [] Unknown
35. If "No," or "Unknown," Buyer should consult the local zoning authority.

- 37. Are you aware of any
38. (9) encroachments? [] Yes [X] No
39. (10) association, covenants, historical registry, reservations or restrictions that affect or
40. may affect the use or future resale of the property? [] Yes [X] No
41. (11) easements, other than utility or drainage easements? [] Yes [X] No
42. (12) Comments:

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

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

46. Property located at 5430 County Road 151 Minnetrista 55364

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

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

50. If "Yes," give details of what happened and when: Hail damage to roof in 2009,
51. New roof was put on

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

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

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

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

60. What dates did the claim(s) occur? 2009

62. (3) (a) Has/Have the structure(s) been altered?
63. (e.g., additions, altered roof lines, changes to load-bearing walls) Yes No

64. If "Yes," please specify what was done, when and by whom (owner or contractor):

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

69. If "Yes," please explain:

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

73. If "Yes," please explain:

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

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

78. (5) Are you aware of any insect/animal/pest infestation? Yes No

79. If "Yes," please explain:

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85. (6) Do you have or have you previously had any pets? Yes No

86. If "Yes," indicate type Dogs, Cats, Horses and number 6

87. (7) Comments: _____

88. _____

89. _____

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

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

93. (1) THE BASEMENT, CRAWLSPACE, SLAB:

- | | | | | | |
|-----------------------------|---|--|----------------------|------------------------------|--|
| 94. (a) cracked floor/walls | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | (e) leakage/seepage | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 95. (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 |
| 96. (c) flooding | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (g) wet floors/walls | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 97. (d) foundation problem | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (h) other | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

98. Give details to any questions answered "Yes": cracks in garage floor - repaired

99. _____

100. _____

101. _____

102. _____

103. _____

104. _____

105. (2) THE ROOF: To your knowledge,

106. (a) what is the age of the roofing material? 2 years

107. (b) has there been any interior or exterior damage? Yes No

108. (c) has there been interior damage from ice buildup? Yes No

109. (d) has there been any leakage? Yes No

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

111. Give details to any questions answered "Yes": replaced roof from hail damage

112. in 2009,

113. _____

114. _____

115. _____

116. _____

117. _____

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121. Property located at 5430 County Road 151 Minnetrista 55364

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

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

126. **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		
129.	Air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating system (central)	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>
130.	<input type="checkbox"/> Central <input checked="" 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"/>
131.	Air exchange system	<input type="checkbox"/>	<input type="checkbox"/>	Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
132.	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"/>
133.	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		
134.	Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite receiver	<input type="checkbox"/>	<input type="checkbox"/>
135.	Doorbell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
136.	Drain tile system	<input type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137.	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"/>
138.	Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			Water softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>
139.	Exhaust system	<input type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned		
140.	Fire sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system	<input type="checkbox"/>	<input type="checkbox"/>
141.	Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
142.	Fireplace mechanisms	<input type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
143.	Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			Window treatments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
144.	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wood-burning stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>
145.	Garage door opener (GDO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired)	<input type="checkbox"/>	<input type="checkbox"/>	Other <u>Hot Tub</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
146.	Garage auto reverse	<input type="checkbox"/>	<input type="checkbox"/>	Solar collectors	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
147.	GDO remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
148.	Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>

149. Comments: _____

150. _____

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

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

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

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

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

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

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

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

163. Property located at 5430 County Road 151 Minnetrista 55364

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

165. (Check appropriate box.)

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

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

168. (See Well Disclosure Statement.)

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

170. property? Yes No

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

172. **G. PROPERTY TAX TREATMENT:**

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

174. (Check appropriate box.)

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

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

179. Additional comments: _____

180. _____

181. _____

182. **Preferential Property Tax Treatment**

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

184. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve) Yes No

185. If "Yes," would these terminate upon the sale of the property? Yes No

186. Explain: _____

187. _____

188. _____

189. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

193. (See Methamphetamine Production Disclosure Statement.)

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

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

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206. **K. CEMETERY ACT:**

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

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

211. on the property? Yes No

212. If "Yes," please explain: _____

213. _____

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

217. **L. ENVIRONMENTAL CONCERNS:**

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

- | | | | | | |
|------------------------------------|------------------------------|--|----------------------------|---|--|
| 220. Asbestos? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Mold? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 221. Diseased trees? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Radon? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 222. Formaldehyde? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Soil problems? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 223. Hazardous wastes/substances? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Underground storage tanks? | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 224. Lead? (e.g., paint, plumbing) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Other? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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

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

228. Give details to any question answered "Yes": _____

229. _____

230. _____

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

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

234. If "Yes," explain below: _____

235. _____

236. _____

237. _____

238. **N. ADDITIONAL COMMENTS:**

239. _____

240. _____

241. _____

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

244.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.	
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245.	Property located at 5430 County Road 151	Minnetrista	55364
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246. **O. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
 247. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
 248. leaving the home.

249. Examples of exterior moisture sources may be

- 250. • improper flashing around windows and doors,
- 251. • improper grading,
- 252. • flooding,
- 253. • roof leaks.

254. Examples of interior moisture sources may be

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

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

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

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

276. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota
 277. Association of REALTORS® web site at www.mnrealtor.com.

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

MN: SPDS-7 (8/11)

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

281. Property located at 5430 County Road 151 Minnetrista 55364

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

287. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE
288. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

289. Q. SELLER'S STATEMENT:

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

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

294. Chris Stark 11-15-11 Damiq Stark 11-15-11
(Seller) (Date) (Seller) (Date)

295. R. BUYER'S ACKNOWLEDGEMENT:

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

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

299. _____
(Buyer) (Date) (Buyer) (Date)

300. S. SELLER'S ACKNOWLEDGMENT:

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

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

304. _____
305. _____
306. _____
307. _____
308. _____

309. _____
(Seller) (Date) (Seller) (Date)

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

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

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

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

319.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.		
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320.	Property located at <u>5430 County Road 151</u>	Minnetrista	55364
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321. Exceptions

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

- 323. (1) real property that is not residential real property;
- 324. (2) a gratuitous transfer;
- 325. (3) a transfer pursuant to a court order;
- 326. (4) a transfer to a government or governmental agency;
- 327. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 328. (6) a transfer to heirs or devisees of a decedent;
- 329. (7) a transfer from a cotenant to one or more other cotenants;
- 330. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 331. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 332. (10) a transfer of newly constructed residential property that has not been inhabited;
- 333. (11) an option to purchase a unit in a common interest community, until exercised;
- 334. (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);
- 335. (13) a transfer to a tenant who is in possession of the residential real property; or
- 336. (14) a transfer of special declarant rights under section 515B.3-104.

339. Waiver

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

343. No Duty to Disclose

- 344. A. There is no duty to disclose the fact that the property
 - 345. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 - 346. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 347. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 - 348. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing
 - 349. home.
- 350. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register
351. under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner,
352. provides a written notice that information about the predatory offender registry and persons registered with the
353. registry may be obtained by contacting the local law enforcement agency where the property is located or the
354. Department of Corrections.
- 355. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B
356. for property that is not residential property.
- 357. D. **Inspections.**
 - 358. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property
359. if a written report that discloses the information has been prepared by a qualified third party and provided to
360. the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local
361. governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise
362. necessary to meet the industry standards of practice for the type of inspection or investigation that has been
363. conducted by the third party in order to prepare the written report.
 - 364. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information
365. included in a written report under paragraph (i) if a copy of the report is provided to Seller.

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



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 November 8, 2011
2. Page

- 3. Addendum to Purchase Agreement between parties, dated , 20 ,
4. pertaining to the purchase and sale of the property at 5430 County Road 151
5. Minnetrista MN 55364

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.

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.

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.

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

38. Page _____

39. Property located at 5430 County Road 151 Minnetrista MN 55364

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

41. [Signature] (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. Chris Hall 11-15-11 _____
(Seller) (Date) (Buyer) (Date)

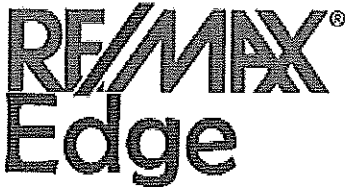
47. Damir Stark 11-15-11 _____
(Seller) (Date) (Buyer) (Date)

48. Vanderlinde Group 11.15.11 _____
(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.



WELL DISCLOSURE STATEMENT

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- 1. Date November 8, 2011
- 2. Page 1 of 3 pages: THE REQUIRED MAP IS
- 3. ATTACHED HERETO AND MADE A PART HEREOF.

- 4. Minnesota Statute 103I.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.
- 9. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.
- 14. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency or qualified professional which regulates wells for further information about these issues.

17. **Instructions for completion of this form are on the reverse side.**

18. **PROPERTY DESCRIPTION:** Street Address: 5430 County Road 151

19. Minnetrista 55364 Hennepin
(City) (Zip) (County)

20. **LEGAL DESCRIPTION:**

21. _____
 22. _____
 23. _____
 24. _____
 25. _____

26. **WELL DISCLOSURE STATEMENT:**

27. *(Check appropriate box.)*

28. Seller certifies that Seller does not know of any wells on the above described real property.
 29. *(If this option is checked, then skip to the last line and sign and date this Statement.)*

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

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SEALED
33. Well 1	<u>H 71833</u>	<u>112'</u>	<u>1967</u>	<u>Domestic</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <u>9-5-95</u>
34. Well 2	<u>570406</u>	<u>139'</u>	<u>1995</u>	<u>Domestic</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Well 3	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

36. **NOTE:** See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 89-100. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.

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

43. Property located at 5430 County Road 151 Minnetrista 55364

44. **OTHER WELL INFORMATION:**

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

46. Comments:

47. _____
48. _____
49. _____
50. _____
51. _____
52. _____

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

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

55. When was the well sealed? _____

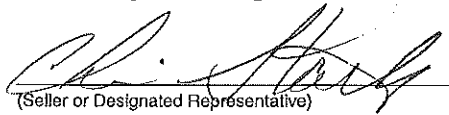
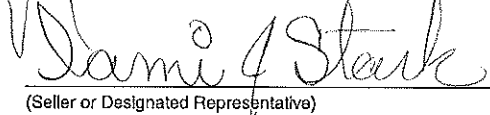
56. Who sealed the well? _____

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

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

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

61. **CERTIFICATION BY SELLER:** I certify that the information provided above is accurate and complete to the best of my knowledge.

63.  11-15-11 (Date)  11-15-11 (Date)
(Seller or Designated Representative) (Date) (Seller or Designated Representative) (Date)

64. **BUYER'S ACKNOWLEDGEMENT:**

65. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

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

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

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

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

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

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

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

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

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

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

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

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

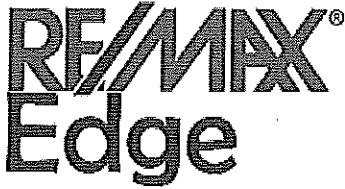
91. **NOT IN USE:** A well is "not in use" if the well does not meet the definition of "in use" above and has not been
92. sealed by a licensed well contractor.

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

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

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

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



SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE STATEMENT

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- 1. Date November 8, 2011
- 2. Page 1 3 of pages: THE REQUIRED MAP IS
- 3. ATTACHED HERETO AND MADE A PART HEREOF

- 4. Property located at 5430 County Road 151 in the City of Minnetrista
- 5. County of Hennepin State of Minnesota, legally described as follows or on
- 6. attached sheet (the "Property") _____

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

10. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE**
11. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A**
12. **CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.**

13. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses
14. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on
15. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any
16. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person
17. or entity in connection with any actual or anticipated sale of the Property.

18. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose
19. the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had
20. reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the
21. system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection
22. of costs from Seller. An action under this subdivision must be commenced within two years after the date on which
23. Buyer closed the purchase of the real property where the system is located.

24. Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems.
25. Buyer is advised to contact the local unit(s) of government, state agency or qualified professional which regulates
26. subsurface sewage treatment systems for further information about these issues.

27. The following are representations made by Seller(s) to the extent of Seller(s) actual knowledge. This information is a
28. disclosure and is not intended to be part of any contract between Buyer and Seller.

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

30. *(Check the appropriate box.)*

31. Seller certifies that Seller does not know of any subsurface sewage treatment system on or serving the above-
32. described real property. *(If this option is checked, then skip to the last line and sign and date this Statement.)*

33. Seller certifies that the following subsurface sewage treatment system is on or serving the above-described
34. Property.

35. Is the subsurface sewage treatment system(s) currently in use? Yes No

36. TYPE: *(Check appropriate box(es) and indicate location on attached MAP.)*

37. Septic Tank: with drain field with mound system seepage tank with open end

38. Is this system a straight-pipe system? Yes No Unknown

39. Sealed System (holding tank)

40. Other (Describe): _____

41. **NOTE: If any water use appliance, bedroom or bathroom has been added to the Property, the system may**
42. **no longer comply with applicable sewage treatment system laws and rules.**

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

- 45. Property located at 5430 County Road 151 Minnetrista
- 46. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
- 47. compliance status of the subsurface sewage treatment system. _____
- 48. _____
- 49. _____
- 50. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.
- 51. When was the subsurface sewage treatment system installed? 1967
- 52. Installer Name/Phone unknown
- 53. Where is tank located? Front Yard
- 54. What is tank size? 2 tanks 1,500 each
- 55. When was tank last pumped? 2010
- 56. How often is tank pumped? Every 3 years
- 57. Where is the drain field located? in Pasture
- 58. What is the drain field size? unknown
- 59. Describe work performed to the subsurface sewage treatment system since you have owned the Property.
- 60. _____
- 61. _____
- 62. Date work performed/by whom: _____
- 63. _____
- 64. Is subsurface sewage treatment system entirely within Property boundary lines, including set back
- 65. requirements? _____ Is the system shared? NO How many units on system? _____ Annual Fee? _____
- 66. Comments: _____
- 67. _____
- 68. On this Property: _____
- 69. _____
- 70. Approximate number of:
- 71. people using the subsurface sewage treatment system 2
- 72. showers/baths taken per week 14
- 73. wash loads per week 6
- 74. Distance between well and subsurface sewage treatment system? 75'
- 75. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?
- 76. (If "Yes", see attached notice.) Yes No
- 77. Are there any known defects in the subsurface sewage treatment system? Yes No
- 78. If "Yes", please explain: _____
- 79. _____
- 80. _____

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

83. Property located at 5430 County Road 151 Minnetrista

84. **SELLER'S STATEMENT:**

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

86. I/We, Seller(s) of the Property acknowledge the above subsurface sewage treatment system disclosure and MAP
87. and authorize listing broker to disclose this information to prospective buyers.

88. *Chris Stark* 11-15-11 *Dan Stark* 11-15-11
(Seller) (Date) (Seller) (Date)

89. **BUYER'S ACKNOWLEDGMENT:**

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

91. I/We, the Buyer(s) of the Property acknowledge receipt of this Subsurface Sewage Treatment System Disclosure
92. Statement and MAP and agree that no representation regarding the condition of the subsurface sewage treatment
93. system have been made, other than those made above.

94. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY**
95. **CONDITIONS EXISTING IN THE SUBSURFACE SEWAGE TREATMENT SYSTEM.**

96. _____
(Buyer) (Date) (Buyer) (Date)

97. **SELLER'S ACKNOWLEDGMENT:**

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

99. AS OF THE DATE OF THE ACCEPTANCE OF THE PURCHASE AGREEMENT, I/We, the Seller(s) of the above
100. Property, agree that the condition of the subsurface sewage treatment system is the same as noted above, except for
101. changes as indicated below which have been signed and dated.

- 102. _____
- 103. _____
- 104. _____
- 105. _____
- 106. _____
- 107. _____
- 108. _____
- 109. _____
- 110. _____
- 111. _____
- 112. _____
- 113. _____

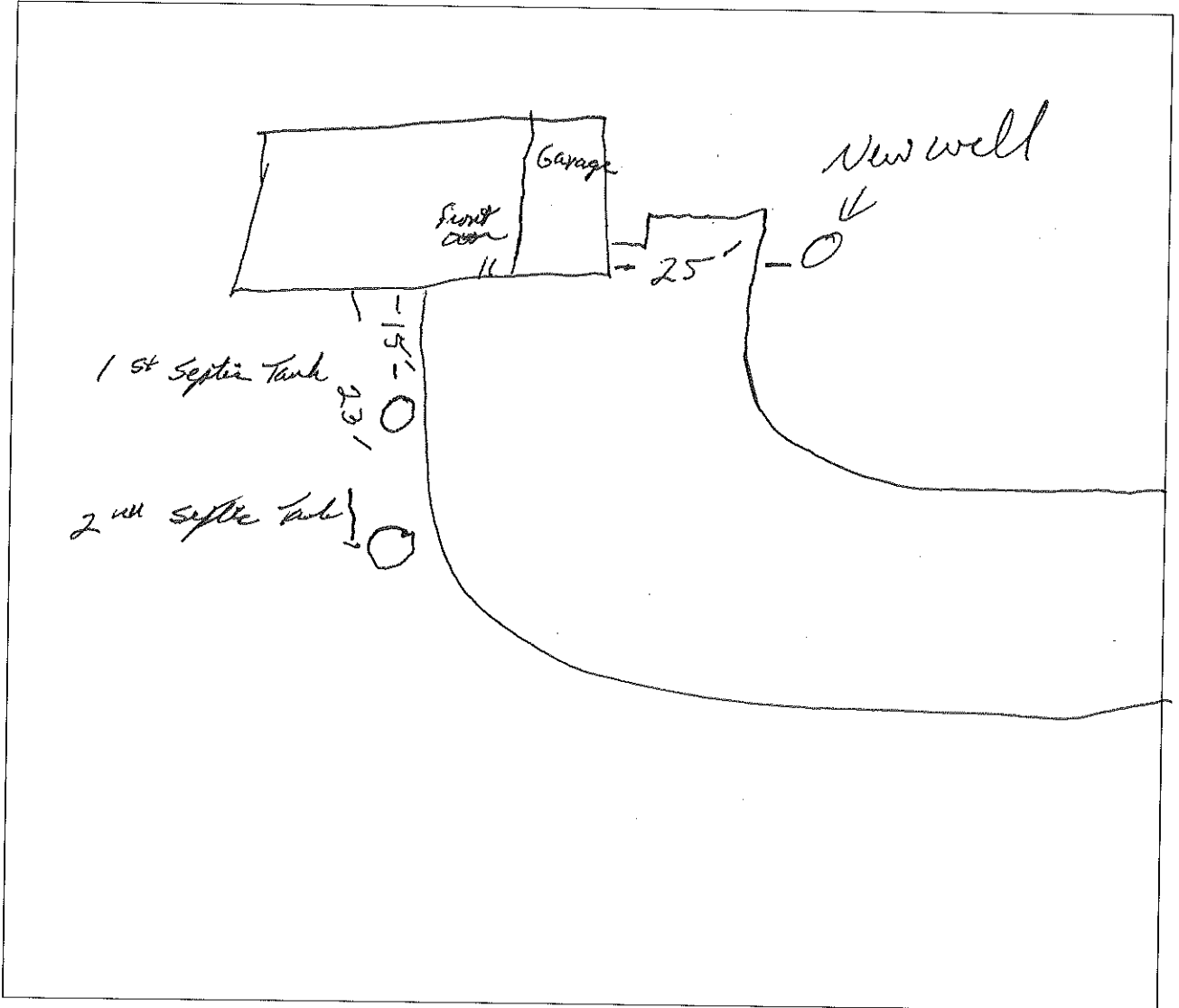
114. _____
(Seller) (Date) (Seller) (Date)

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

LOCATION MAP

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1. Page _____ of _____ pages
2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of any of the following on the property.
3. SUBSURFACE SEWAGE TREATMENT SYSTEM WELL METHAMPHETAMINE PRODUCTION AREA
.....(Check all that apply).....
4. Include approximate distances from fixed reference points such as streets, buildings and landmarks.
5. Property located at 5430 County Road 151
6. Minnetrista MN 55364



8. ATTACH ADDITIONAL SHEETS AS NEEDED.
9. Seller and Buyer initial: CS 11-15-11 _____
(Seller) (Date) (Buyer) (Date)
10. IMS 11-15-11 _____
(Seller) (Date) (Buyer) (Date)

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