

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

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This addendum is a continuation of the Purchase Agreement dated _____, by and between

Alan Monsrud, Merlyn Monsrud, Ben Monsrud & Karen Melby, as Sellers, and

_____ as Buyers,

located at or described as PFD# 33.0065500 (part) 22532 330th Ave
Badger, MN 56714

LEAD WARNING STATEMENT

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

LEAD PAINT INSPECTION CONTINGENCY

Buyer shall have 10 days from the signing of this Agreement to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards and to give seller the inspection or risk assessment report and a list of repairs required by buyer to correct problems set out in the report. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home for more information.)

If the report discloses problems seller shall have seven (7) days after receipt of the report and list to elect in writing whether to correct the problems prior to closing.

If seller elects to make the corrections, seller shall provide buyer prior to closing with certification from a risk assessor or inspection demonstrating that the problems have been corrected.

If seller does not elect to make the corrections, buyer shall have three (3) days to elect to take the property in its "as is" condition as to problems set out in the report, or this purchase agreement is void.

Buyer may waive in writing the rights contained in this contingency at any time.

Seller's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ lead-based paint or lead-based paint hazards are present in the housing (explain:)
- (ii) ☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to seller (check (i) or (ii) below):

- (i) ☐ Seller has provided buyer with all records and reports in seller's possession or reasonably obtainable by seller pertaining to lead-based paint and lead-based paint hazards in the housing (list documents below).
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

- (c) ☐ ☐ Buyer has received copies of all information listed at (b)(i) above.
- (d) ☐ ☐ Buyer has received the pamphlet, Protect Your Family from Lead in Your Home, an EPA publication available at www.epa.gov/lead/pubs/leadpdf.pdf.
- (e) ☐ ☐ Buyer has (check (i) or (ii) below):
- (i) ☐ ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards; or,
- (ii) ☐ ☐ waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) ☐ Agent has informed seller of seller's obligations under 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Certification of Accuracy

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

Karen Melby 6-4-26
Seller date

Purchaser date

Allen Monahan 6-4-26
Seller date

Purchaser date

Listing broker / agent date

Selling broker / agent date

DISCLOSURE OF SEWAGE TREATMENT SYSTEM.

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WARNING TO PREPARER: Make no changes to this form unless such changes are visible.

[Complete this next paragraph if this form is used as an addendum to a Purchase Agreement:]

This addendum is a continuation of the Purchase Agreement dated _____ by and between Alan Monsrud, Merlyn Monsrud, Bel Monsrud, & Karen Melby, as Sellers, and _____, as Buyers, for property described below in Section A.

The Disclosure Law. Pursuant to Minnesota Statutes Section 115.55, Subdivision 6, before signing an agreement to sell or to transfer real property, the seller or transferor must disclose in writing to the buyer or transferee information on how sewage generated at the property is managed. Unless the buyer/transferee and seller/transferor agree to the contrary in writing before the closing of the sale, a seller/transferor who fails to disclose the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had reason to know of the existence or known status of the system is liable to the buyer/transferee for costs relating to bringing the system into compliance with the subsurface sewage treatment system rules and for reasonable attorney fees for collection of costs from the seller/transferor. An action under this subdivision must be commenced within two years after the date on which the buyer/transferee closed the purchase or transfer of the real property where the system is located.

IF YOU DO NOT UNDERSTAND THIS LAW, CONSULT YOUR LAWYER.

A. PROPERTY DESCRIPTION.

Property Identification Number (Tax Parcel No.): 33.0065500(part)
Quarter: _____ Section: 36 Township: 111 Range: 42 County: Roseau
Legal Description: Lot _____, Block _____, (plat name) _____
(If metes-and-bounds description, attach legal description on separate sheet.)
Street Address: 22532 330th Ave Badger, MN 56714

B. STATUTORY DISCLOSURE OF SEWAGE SYSTEM.

[Seller/Transferor must complete this section.]

M.P.C.A. PERMITTED FACILITY: *[Check only one from 1, 2, and 3:]*

- ☐ 1. Seller/Transferor states that sewage generated at the property goes to a facility permitted by the Minnesota Pollution Control Agency (for example, the sewer lines on the property are connected to a municipal sewer system or public sewage treatment system).
- ☒ 2. Seller/Transferor states that sewage generated at the property does not go to a facility permitted by the Minnesota Pollution Control Agency, and is therefore subject to applicable requirements.
- ☐ 3. Seller/Transferor states that no sewage is generated at the property.

IN-USE SUBSURFACE ON-SITE SEWAGE TREATMENT SYSTEM: [Check either 4 or 5:]

- ☐ 4. Seller/Transferor has no knowledge whether there is a subsurface sewage treatment system in use on the property.
- ☒ 5. Seller/Transferor knows that there ~~[strike one:]~~ are ~~are no~~ subsurface sewage treatment systems in use on the property. If Seller/Transferor discloses the existence of a subsurface sewage treatment system on the property, then Minnesota law requires that the location of the system be disclosed to Buyer/Transferee with a map. [Complete the map below in Section C.]

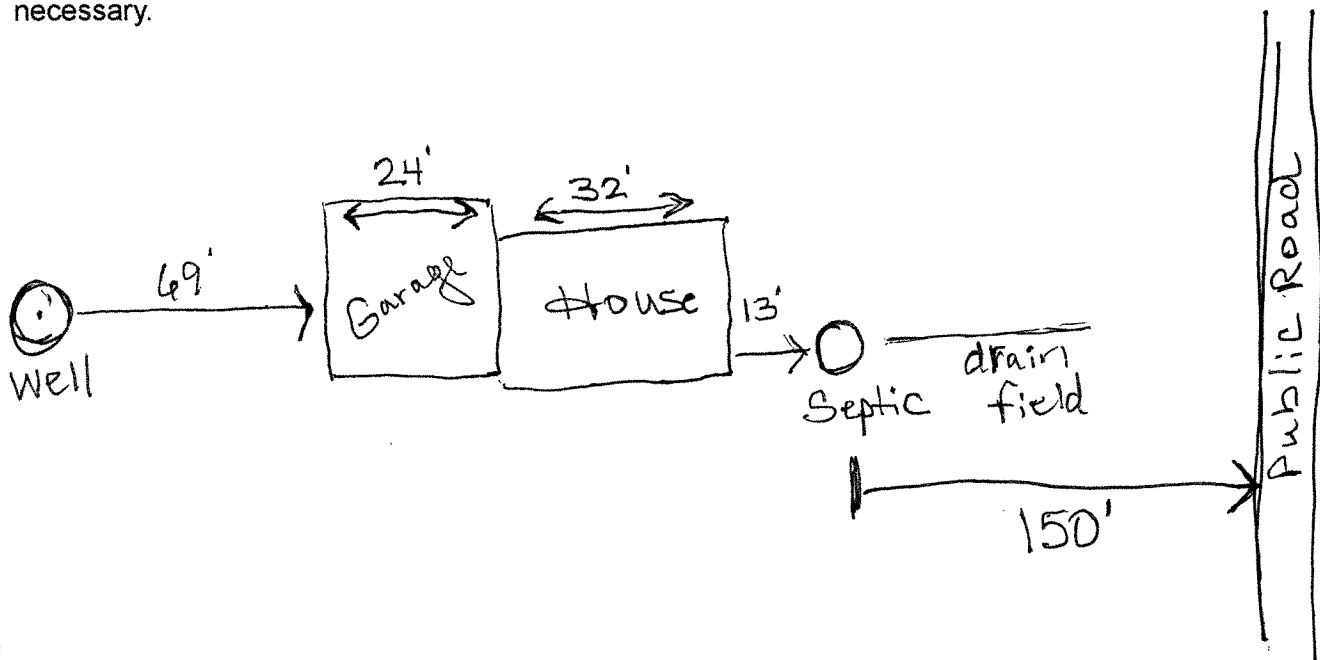
ABANDONED SUBSURFACE ON-SITE SEWAGE TREATMENT SYSTEM: [Check either 6 or 7:]

- ☒ 6. Seller/Transferor has no knowledge whether there is an abandoned subsurface sewage treatment system on the property.
- ☐ 7. Seller/Transferor knows that there ~~[strike one:]~~ are / are no abandoned subsurface sewage treatment systems on the property. If Seller/Transferor discloses the existence of an abandoned subsurface sewage treatment system on the property, then Minnesota law requires that the location of the system be disclosed to Buyer/Transferee with a map. [Complete the map below in Section C.]

C. SUBSURFACE SEWAGE TREATMENT SYSTEMS (IN-USE OR ABANDONED) ON THE PROPERTY. Describe all in-use and abandoned systems on the property.

- 1 For each sewage treatment system in use, state the type of System:
- ☒ Septic Tank with: ☒ standard drainfield ☐ mound system drainfield
- ☐ Sealed System (holding tank or contained cesspool)
- ☐ Other (describe) ☐ seepage tank ☐ cesspool ☐ dry well ☐ leaching pit

- 2 **SKETCH MAP:** Sketch the location of the house, garage, accessory buildings, well, septic tank, drainfield, mound, or other components of the sewer system. Also show the location of the components of any abandoned sewage treatment systems (tanks, pipes, drainfields, pits, etc.) Include estimated distances from all roads, streets and buildings. Use additional sheets of paper, if necessary.



3 **SELLER/TRANSFEROR DISCLOSURE:** Pursuant to Minnesota Statutes Section 115.55, Subdivision 6, the Seller/Transferor shall disclose to the Buyer/Transferee what the Seller/Transferor has knowledge of relative to the compliance status of the subsurface treatment system, and whether, to the best of the Seller's/Transferor's knowledge, a straight-pipe system exists. A Seller/Transferor who has in their possession a previous inspection report completed by a licensed inspection business or certified local government inspector in accordance with Section 115.55, Subdivision 5 (new construction) or 5a (existing systems), shall attach a copy to the disclosure statement that is provided to the Buyer/Transferee.

STATEMENT BY SELLER/TRANSFEROR: To my knowledge, the property ~~[strike one]~~ is not in compliance with all applicable sewage treatment laws and rules. To the best of my knowledge, a straight-pipe system ~~[strike one]~~ does not exist. A previous inspection report ~~[strike one]~~ does not exist, and if one exists, it is attached to this Disclosure.

Certification: I certify that none of the published text of this form has been deleted or altered except as indicated by strike out or by additional text shown in a typeface different than the published form.

Name of lawyer or other preparer _____
Signature of lawyer or other preparer _____

Karen Melby
Signature of Seller/Transferor

Karen Melby
Print Name of Seller/Transferor

6-4-26
Date

Allan Monsrud
Signature of Seller/Transferor

Allan Monsrud
Print Name of Seller/Transferor

6-4-26
Date

4 **ACKNOWLEDGMENT AND RECEIPT BY BUYER/TRANSFEE:** I have received this disclosure on [date] _____.

Signature of Buyer/Transferee

Signature of Buyer/Transferee

SUPPLEMENTAL DISCLOSURE REGARDING SUBSURFACE ON-SITE SYSTEM.

This supplemental disclosure asks for information that is not required as part of the statutory disclosure. Completion of this Supplement is voluntary.

D. INFORMATION REGARDING PERFORMANCE AND USE. Seller's answers to these questions might assist a state-licensed inspector in evaluating the performance of the subsurface on-site sewage treatment system. [See MINN. RULES, chapter 7080.]	
1	a. The property is [check one] ☒ in full time residential use ☐ in part-time, seasonal, or recreational use (lake cabin, etc.) b. What is the average number of people who have used the system during the past two years? <u>1</u>
2	How many toilets flush into the system? <u>2</u>
3	Does a dishwasher empty into the system? <u>yes</u> / no If "yes," how many times per week? <u>1</u>
4	Does a garbage disposal empty into the system? <u>yes</u> / <u>no</u> If "yes," how many times per week? <u>N/A</u>
5	Does a clothes washer empty into the system? <u>yes</u> / no If "yes," how many loads of wash per week? <u>2</u>
6	Are there any other sources of water which drain into the system? <u>yes</u> / no If "yes," describe: <u>Shower + Bathtub</u>
7	Has the system malfunctioned while you have owned the property? <u>yes</u> / <u>no</u> If "yes," describe:
8	Describe the work performed on the system while you have owned the property, including routine maintenance and pumping: <u>Pumping</u>
E. INFORMATION REGARDING LOCATION. If Seller/Transferor is unable to provide answers to these questions, Buyer should obtain this information from other sources. Minnesota law and local ordinances restrict the ability to build or to rebuild improvements within flood plains, shorelands, and wetlands. You might also be restricted from using the property if the property does not have enough land area to install a new drainfield. These restrictions affect wells and subsurface on-site sewage treatment systems. If the subsurface on-site sewage treatment system fails, you might not be allowed to rebuild in its present location.	
1	Is <u>any part</u> of the system, including all drainfields, located in a Flood Plain ? <u>yes</u> / no / <u>unknown</u>

2	Is any part of the system, including all drainfields, located in a Shoreland Zone ? <u>yes / no / unknown</u>
3	Is any part of the system, including all drainfields, located in or near a wetland or low lying area? <u>yes / no / unknown</u> If "yes," describe:
4	Is the system, including all drainfields, located within the property lines ? <u>yes / no / unknown</u> If "no," describe encroachment or easement:
5	Is the system, including all drainfields, located within the setback lines ? <u>yes / no / unknown</u> If "no," describe encroachment:
F. INFORMATION REGARDING GOVERNMENTAL NOTICES AND SELLER'S/TRANSFEROR'S KNOWLEDGE.	
1	Have you received any notices regarding your system from any governmental unit? <u>yes / no</u> If "yes," explain:
2	Do you know of any defects in the sewer system? <u>yes / no</u> If "yes," describe:
3	Is there enough useable land area on the property to construct a new drainfield? <u>yes / no / unknown</u>
4	Do you have any other information about repairs or maintenance of the system that has not already been disclosed in this form? <u>yes / no</u> If "yes," describe:

G. SELLER'S/TRANSFEROR'S ADDRESS INFORMATION.

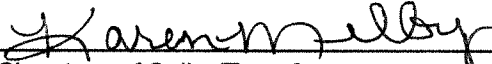
Seller's/Transferor's name and address
before sale or transfer:

Seller's/Transferor's address after
sale or transfer:

Certification: I certify that none of the published text of this form has been deleted or altered except as indicated by strike out or by additional text shown in a typeface different than the published form.

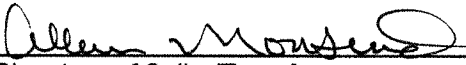
Name of lawyer or other preparer _____
Signature of lawyer or other preparer _____

STATEMENT BY SELLER/TRANSFEROR: To my knowledge, the information on this Supplemental Disclosure is true, accurate, and complete.


Signature of Seller/Transferor

Karen Melby
Print Name of Seller/Transferor

6-4-26
Date


Signature of Seller/Transferor

Allan Monsrud
Print Name of Seller/Transferor

6-4-26
Date

ACKNOWLEDGMENT AND RECEIPT BY BUYER/TRANSFeree: I have received this Supplemental Disclosure on [date] _____.

Signature of Buyer/Transferee

Signature of Buyer/Transferee

SUPPLEMENTAL SHEET

METHAMPHETAMINE DISCLOSURE STATEMENT

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The material terms for this DISCLOSURE are contained within the statutes reprinted below.

This document, dated _____, concerns the real property located at:
[street address] 22537 330th Ave Badger MN 56714
and legally described as: PID# 33.0065500 (part)

Roseau County, Minnesota [the "Property"].

Seller's Disclosure: [Check only one box, either A., or B.]



A. To the best of Seller's knowledge, methamphetamine production has not occurred on the property.

[If box A., is checked, stop here. The rest of the form should not be completed.]



B. To the best of Seller's knowledge, methamphetamine production has occurred on the property and Seller makes the following disclosure:

A county or local health department or sheriff ~~[strike one]~~ has / has not ordered that the property or some portion of the property is prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's Clandestine Drug Labs General Clean-up Guidelines.

If such order or orders have been issued complete the following statement:

The above orders issued against the property ~~[strike one]~~ have / have not been vacated.

If such order has not been vacated, state the status of removal and remediation on the property: [Use additional sheets, if necessary.]

Seller(s) signatures: Karen Melby Allen Morshead

Buyer received this Disclosure on [date]: _____

Buyer(s) signatures: _____

[This statute was adopted in Minnesota Session Laws 2005, Chapter 136, Article 7, Sec. 9 effective January 1, 2006.]

Minn. Stat. Section 152.0275. CERTAIN CONTROLLED SUBSTANCE OFFENSES; RESTITUTION; PROHIBITIONS ON PROPERTY USE; NOTICE PROVISIONS.

Subdivision 1. RESTITUTION.

(a) As used in this subdivision:

- (1) "clandestine lab site" means any structure or conveyance or outdoor location occupied or affected by conditions or chemicals typically associated with the manufacturing of methamphetamine;
- (2) "emergency response" includes, but is not limited to, removing and collecting evidence, securing the site, removal, remediation, and hazardous chemical assessment or inspection of the site where the relevant offense or offenses took place, regardless of whether these actions are performed by the public entities themselves or by private contractors paid by the public entities, or the property owner;
- (3) "remediation" means proper cleanup, treatment, or containment of hazardous substances or methamphetamine at or in a clandestine lab site, and may include demolition or disposal of structures or other property when an assessment so indicates; and
- (4) "removal" means the removal from the clandestine lab site of precursor or waste chemicals, chemical containers, or equipment associated with the manufacture, packaging, or storage of illegal drugs.

(b) A court may require a person convicted of manufacturing or attempting to manufacture a controlled substance or of an illegal activity involving a precursor substance, where the response to the crime involved an emergency response, to pay restitution to all public entities that participated in the response. The restitution ordered may cover the reasonable costs of their participation in the response.

(c) In addition to the restitution authorized in paragraph (b), a court may require a person convicted of manufacturing or attempting to manufacture a controlled substance or of illegal activity involving a precursor substance to pay restitution to a property owner who incurred removal or remediation costs because of the crime.

Subdivision 2. PROPERTY-RELATED PROHIBITIONS; NOTICE; WEB SITE.

(a) As used in this subdivision:

- (1) "clandestine lab site" has the meaning given in subdivision 1, paragraph (a);
- (2) "property" means publicly or privately owned real property including buildings and other structures, motor vehicles as defined in section 609.487, subdivision 2a, public waters, and public rights-of-way;
- (3) "remediation" has the meaning given in subdivision 1, paragraph (a); and
- (4) "removal" has the meaning given in subdivision 1, paragraph (a).

(b) A peace officer who arrests a person at a clandestine lab site shall notify the appropriate county or local health department, state duty officer, and child protection services of the arrest and the location of the site.

(c) A county or local health department or sheriff shall order that any property or portion of a property that has been found to be a clandestine lab site and contaminated by substances, chemicals, or items of any kind used in the manufacture of methamphetamine or any part of the manufacturing process, or the by-products or degradates of manufacturing methamphetamine be prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's clandestine drug labs general cleanup guidelines. The remediation shall be accomplished by a contractor who will make the verification required under paragraph (e).

(d) Unless clearly inapplicable, the procedures specified in chapter 145A and any related rules adopted under that chapter addressing the enforcement of public health laws, the removal and abatement of public health nuisances, and the remedies available to property owners or occupants apply to this subdivision.

(e) Upon the proper removal and remediation of any property used as a

clandestine lab site, the contractor shall verify to the property owner and the applicable authority that issued the order under paragraph (c) that the work was completed according to the Department of Health's clandestine drug labs general cleanup guidelines and best practices. The contractor shall provide the verification to the property owner and the applicable authority within five days from the completion of the remediation. Following this, the applicable authority shall vacate its order.

(f) If a contractor issues a verification and the property was not remediated according to the Department of Health's clandestine drug labs general cleanup guidelines, the contractor is liable to the property owner for the additional costs relating to the proper remediation of the property according to the guidelines and for reasonable attorney fees for collection of costs by the property owner. An action under this paragraph must be commenced within six years from the date on which the verification was issued by the contractor.

(g) If the applicable authority determines under paragraph (c) that a motor vehicle has been contaminated by substances, chemicals, or items of any kind used in the manufacture of methamphetamine or any part of the manufacturing process, or the by-products or degradates of manufacturing methamphetamine and if the authority is able to obtain the certificate of title for the motor vehicle, the authority shall notify the registrar of motor vehicles of this fact and in addition, forward the certificate of title to the registrar. The authority shall also notify the registrar when it vacates its order under paragraph (e).

(h) The applicable authority issuing an order under paragraph (c) shall record with the county recorder or registrar of titles of the county where the clandestine lab is located an affidavit containing the name of the owner, a legal description of the property where the clandestine lab was located, and a map drawn from available information showing the boundary of the property and the location of the contaminated area on the property that is prohibited from being occupied or used that discloses to any potential transferee: (1) that the property, or portion of the property, was the site of a clandestine lab; (2) the location, condition, and circumstances of the clandestine lab, to the full extent known or reasonably ascertainable; and (3) that the use of the property or some portion of it may be restricted as provided by paragraph (c). If an inaccurate drawing or description is filed, the authority, on request of the owner or another interested person, shall file a supplemental affidavit with a corrected drawing or description. If the authority vacates its order under paragraph (e), the authority shall record an affidavit that contains the recording information of the above affidavit and states that the order is vacated. Upon filing the affidavit vacating the order, the affidavit and the affidavit filed under this paragraph, together with the information set forth in the affidavits, cease to constitute either actual or constructive notice.

(i) If proper removal and remediation has occurred on the property, an interested party may record an affidavit indicating that this has occurred. Upon filing the affidavit described in this paragraph, the affidavit and the affidavit filed under paragraph (h), together with the information set forth in the affidavits, cease to constitute either actual or constructive notice. Failure to record an affidavit under this section does not affect or prevent any transfer of ownership of the property.

(j) The county recorder or registrar of titles must record all affidavits presented under paragraph (h) or (i) in a manner that assures their disclosure in the ordinary course of a title search of the subject property.

(k) The commissioner of health shall post on the Internet contact information for each local community health services administrator.

(l) Each local community health services administrator shall maintain information related to property within the administrator's jurisdiction that is currently or was previously subject to an order issued under paragraph (c). The information maintained must include the name of the owner, the location of the property, the extent of the contamination, the status of the removal and remediation work on the property, and whether the order has been vacated. The administrator shall make this information available to the public either upon request or by other means.

(m) **Before signing an agreement to sell or transfer real property, the seller or transferor must disclose in writing to the buyer or transferee if, to the seller's or transferor's knowledge, methamphetamine production has occurred on the property. [Emphasis added.]** If

methamphetamine production has occurred on the property, the disclosure shall include a statement to the buyer or transferee informing the buyer or transferee: (1) whether an order has been issued on the property as described in paragraph (c); (2) whether any orders issued against the property under paragraph (c) have been vacated under paragraph (i); or (3) if there was no order issued against the property and the seller or transferor is aware that methamphetamine production has occurred on the property, the status of removal and remediation on the property.

(n) Unless the buyer or transferee and seller or transferor agree to the contrary in writing before the closing of the sale, **a seller or transferor who fails to disclose, to the best of their knowledge, at the time of sale any of the facts required, and who knew or had reason to know of**

methamphetamine production on the property, is liable to the buyer or transferee for *[Emphasis added.]*: (1) costs relating to remediation of the property according to the Department of Health's clandestine drug labs general cleanup guidelines and best practices; and (2) reasonable attorney fees for collection of costs from the seller or transferor. An action under this paragraph must be commenced within six years after the date on which the buyer or transferee closed the purchase or transfer of the real property where the methamphetamine production occurred.

(o) This section preempts all local ordinances relating to the sale or transfer of real property designated as a clandestine lab site.

RADON DISCLOSURE

Copyright 2013, 2017 by Minnesota State Bar Association, Minneapolis, Minnesota. No copyright is claimed for statutory text. BEFORE YOU USE OR SIGN THIS FORM, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS FORM ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

This document, dated _____, concerns the real property located at:
[street address] 22537 330th Ave Badger MN 56074
and legally described as:
PI D# 33.0065500(part)

MINNESOTA RADON AWARENESS ACT

Minn. Stat. Section 144.496 (2013)

Subdivision 1. Citation. This section may be cited as the "Minnesota Radon Awareness Act."

Subd. 2. Definitions. (a) The following terms used in this section have the meanings given them.

(b) "Buyer" means a person negotiating or offering to acquire for value, legal or equitable title, or the right to acquire legal or equitable title to residential real property.

(c) "Mitigation" means measures designed to permanently reduce indoor radon concentrations.

(d) "Radon test" means a measurement of indoor radon concentrations according to established industry standards for residential real property.

(e) "Residential real property" 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 section 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

(f) "Seller" means a person who owns legal or equitable title to residential real property.

(g) "Elevated radon concentration" means a radon concentration at or above the United States Environmental Protection Agency's radon action level.

Subd. 3. Radon disclosure. (a) Before signing an 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 real 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 meeting the requirements of subdivision 4.

(b) The seller shall provide the buyer with a copy of the Minnesota Department of Health publication entitled "Radon in Real Estate Transactions."

(c) The seller's radon disclosure requirements in this section 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.

(d) The seller's radon disclosure requirements in this section do not apply to any of the following:

- (1) real property that is not residential real property;
- (2) a gratuitous transfer;
- (3) a transfer made pursuant to a court order;
- (4) a transfer to a government or governmental agency;
- (5) a transfer by foreclosure or deed in lieu of foreclosure;
- (6) a transfer to heirs or devisees of a decedent;

- (7) a transfer from a cotenant to one or more other cotenants;
- (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of the seller;
- (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property settlement agreement incidental to that decree;
- (10) an option to purchase a unit in a common interest community, until exercised;
- (11) 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);
- (12) a transfer to a tenant who is in possession of the residential real property; or
- (13) a transfer of special declarant rights under section 515B.3-104.

(e) A seller may provide the written disclosure required under this section to a real estate licensee representing or assisting a prospective buyer. The written disclosure provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If the written disclosure is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

Subd. 4. Radon warning statement. The radon warning statement must include the following language: 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."

Subd. 5. Liability; transfer not invalidated. (a) A seller who fails to make a radon disclosure as required by this section, and is aware of material facts pertaining to radon concentrations in the dwelling, is liable to the buyer.

(b) A buyer who is injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court. An action under this subdivision must be commenced within two years after the date on which the buyer closed the purchase or transfer of the real property.

(c) This section does not invalidate a transfer solely because of the failure of any person to comply with a provision of this section. This section does not prevent a court from ordering a rescission of the transfer.

Subd. 6. Effective date. This section is effective January 1, 2014, and applies to agreements to sell or transfer residential real property executed on or after that date.

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL home buyers 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."

Seller's Disclosure of Radon

Seller, answer each question with a check for "yes" or "no" where indicated or "unknown."

	Yes	No	Unknown
Seller has knowledge of radon concentrations in the dwelling.	☐	☒	
One or more radon tests have been conducted in the dwelling.	☐	☐	☒
Seller has records or reports pertaining to radon concentrations within the dwelling. <i>If Seller has answered "yes," then the most current records and reports pertaining to radon concentrations within the dwelling are attached.</i>	☐	☒	
Has a mitigation system been installed? <i>If Seller has answered "yes," then information regarding the radon mitigation system, including system description and documentation, is attached.</i>	☐	☒	☐
Radon concentrations at or above the U.S. Environmental Protection Agency Radon Action Level are known to be present within the dwelling.	☐	☐	☒
Radon concentrations have been mitigated to below the U.S. Environmental Protection Agency Radon Action Level.	☐	☐	☒

Seller(s) signatures: Karen Melby Allan Mansura

[date] _____

Buyer received this Disclosure and the brochure entitled "Radon in Real Estate Transactions" published by the Minnesota Department of Health.

Buyer(s) signatures: _____

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

1. Date _____

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
6. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect
7. an ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event
9. before closing, if Seller learns that Seller's disclosure was inaccurate. Seller has disclosure alternatives allowed
10. by MN Statutes. See *Seller's Disclosure Alternatives* form for further information regarding disclosure alternatives. This
11. disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing or assisting any party in the
12. transaction.

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

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

21. Property located at 22532 330th Ave,
22. City of Badger, County of Roseau, State of Minnesota.

23. **A. GENERAL INFORMATION:**

24. (1) When did you ☐ Acquire ☒ Build the home? 1978 - Fall
----- (Check one.) -----

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

26. Location of Abstract: _____

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

28. (3) Have you occupied this home continuously for the past 12 months? ☐ Yes ☒ No

29. If "No," explain: _____

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

31. (5) To your knowledge, is the property located in a designated flood plain? ☐ Yes ☒ No

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

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

34. Are you aware of any

35. (8) encroachments? ☐ Yes ☒ No

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

38. (10) easements, other than utility or drainage easements? ☐ Yes ☒ No

39. (11) Comments: _____

40. _____

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

SELLER'S PROPERTY
DISCLOSURE STATEMENT

42. Page 2

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

44. Property located at 12532 330th Ave, Badger, WI 56714.

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

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

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

49. _____

50. _____

51. _____

52. (2) (a) Has/Have the structure(s) been altered?

53. (e.g., additions, altered roof lines, changes to load-bearing walls) ☐ Yes ☒ No

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

55. _____

56. _____

57. _____

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

60. If "Yes," please explain: New garage doors & openers,

61. Back door Lower Level

62. _____

63. _____

64. (c) Were appropriate permits pulled for any work performed on the property? ☒ Yes ☐ No

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

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

67. _____

68. _____

69. _____

70. (4) Are you aware of any insect/animal/pest infestation? ☐ Yes ☒ No

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

72. If "Yes," indicate type _____ and number _____.

73. (6) Comments: _____

74. _____

75. _____

76. _____

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

SELLER'S PROPERTY
DISCLOSURE STATEMENT

78. Page 3

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

80. Property located at 22532 330th Ave Badger, MN 56714.

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

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

84. (1) **THE BASEMENT, CRAWLSPACE, SLAB:**

85.	(a) cracked floor/walls	☐ Yes	☒ No	(e) leakage/seepage	☐ Yes	☒ No
86.	(b) drain tile problem	☐ Yes	☒ No	(f) sewer backup	☐ Yes	☒ No
87.	(c) flooding	☐ Yes	☒ No	(g) wet floors/walls	☐ Yes	☒ No
88.	(d) foundation problem	☐ Yes	☒ No	(h) other	☐ Yes	☒ No

89. Give details to any questions answered "Yes": _____

90. _____

91. _____

92. _____

93. _____

94. _____

95. _____

96. _____

97. _____

98. _____

99. (2) **THE ROOF:** To your knowledge,

100. (a) what is the age of the roofing material? 7 years

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

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

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

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

105. Give details to any questions answered "Yes": New roof approx 7 yrs ago due
106. to age.

107. _____

108. _____

109. _____

110. _____

111. _____

112. _____

113. _____

114. _____

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

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

116. Page 4

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

118. Property located at 2532 330th Ave Badger, MN 56714

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

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

123. **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
124. Air-conditioning	☒	☐	Heating system (central)	☒	☐	TV antenna system	☐	☐
125. ☒ Central ☐ Wall ☐ Window			Heating system (supplemental)	☐	☐	TV cable system	☒	☐
126. Air exchange system	☐	☐	Incinerator	☐	☐	TV satellite dish	☐	☐
127. Ceiling fan	☒	☐	Intercomm	☐	☐	☐ Rented ☐ Owned		
128. Dishwasher	☒	☐	Lawn sprinkler system	☐	☐	TV satellite receiver	☐	☐
129. Doorbell	☒	☐	Microwave	☒	☐	☐ Rented ☐ Owned		
130. Drain tile system	☒	☐	Plumbing	☒	☐	Washer	☒	☐
131. Dryer	☒	☐	Pool and equipment	☐	☐	Water heater	☒	☐
132. Electrical system	☒	☐	Range/oven	☒	☐	Water treatment system	☒	☐
133. Exhaust system	☒	☐	Range hood	☐	☐	☒ Rented ☐ Owned		
134. Fire sprinkler system	☐	☐	Refrigerator	☒	☐	Windows	☒	☐
135. Fireplace	☒	☐	Security system	☐	☐	Window treatments	☒	☐
136. Fireplace mechanisms	☐	☐	☐ Rented ☐ Owned			Wood burning stove	☐	☐
137. Furnace humidifier	☐	☐	Smoke detectors (battery)	☒	☐	Other	☐	☐
138. Freezer	☐	☐	Smoke detectors (hardwired)	☐	☐	Other	☐	☐
139. Garage door opener (GDO)	☒	☐	Solar collectors	☐	☐	Other	☐	☐
140. Garage auto reverse	☒	☐	Sump pump	☐	☐	Other	☐	☐
141. GDO remote	☒	☐	Toilet mechanisms	☒	☐	Other	☐	☐
142. Garbage disposal	☐	☐	Trash Compactor	☐	☐	Other	☐	☐

145. Comments: _____

146. _____

147. _____

148. E. PRIVATE SEWER SYSTEM DISCLOSURE:

149. (A private sewer system disclosure is required by MN Statute 115.55.)

150. (Check appropriate box.)

151. ☐ Seller does not know of a private sewer system on or serving the above-described real property.

152. ☒ There is a private sewer system on or serving the above-described real property.

153. (See Private Sewer System Disclosure Statement.)

154. ☐ There is an abandoned private sewer system on the above-described real property.

155. (See Private Sewer System Disclosure Statement.)

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

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

157. Page 5

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

159. Property located at 22532 330th Ave Badger, MN 56714.

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

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

163. ☒ Seller certifies there are one or more wells located on the above-described real property.
164. (See Well Disclosure Statement.)

165. Are there any wells serving the above-described property that are not located on the property? ☐ Yes ☒ No

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

167. **G. PROPERTY TAX TREATMENT:**

168. **Valuation Exclusion Disclosure** (Required by MN Statute 273.11, Subd. 16.)
169. (Check appropriate box.)

170. There ☐ IS ☒ IS NOT an exclusion from market value for home improvements on this property. Any
----- (Check one.) -----
171. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for
172. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the
173. resulting tax consequences.

174. Additional comments: _____

175. **Preferential Property Tax Treatment**

176. Is the property subject to any preferential property tax status or any other credits affecting the property which
177. would terminate upon the sale of the property? ☐ Yes ☒ No
178. (e.g., Disability, Green Acres, CRP, RIM)

179. If "Yes," please explain: _____

180. _____

181. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

184. ☐ Seller is aware that methamphetamine production has occurred on the property.
185. (See Methamphetamine Production Disclosure Statement.)

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

191. **J. CEMETERY ACT:**

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

195. To your knowledge, are you aware of any human remains, burials or cemeteries located
196. on the property? ☐ Yes ☒ No

197. If "Yes," please explain: _____

198. _____

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

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

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

203. Page 6

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

205. Property located at 22522 330th Ave, Badger, MN 56714.

206. **K. ENVIRONMENTAL CONCERNS:**

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

209. Asbestos?	☐ Yes	☒ No	Mold?	☐ Yes	☒ No
210. Diseased trees?	☐ Yes	☒ No	Radon?	☐ Yes	☒ No
211. Formaldehyde?	☐ Yes	☒ No	Soil problems?	☐ Yes	☒ No
212. Hazardous wastes/substances?	☐ Yes	☒ No	Underground storage tanks?	☐ Yes	☒ No
213. Lead? (e.g., paint, plumbing)	☐ Yes	☒ No	Other?	☐ Yes	☒ No

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

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

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

218. _____

219. _____

220. _____

221. _____

222. _____

223. **L. OTHER DEFECTS/MATERIAL FACTS:**

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

226. If "Yes," explain below: _____

227. _____

228. _____

229. _____

230. _____

231. _____

232. **M. ADDITIONAL COMMENTS:**

233. _____

234. _____

235. _____

236. _____

237. _____

238. _____

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

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

240. Page 7

241.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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242. **N. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
243. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
244. leaving the home.
245. Examples of exterior moisture sources may be
- 246. • improper flashing around windows and doors,
 - 247. • improper grading,
 - 248. • flooding,
 - 249. • roof leaks.
250. Examples of interior moisture sources may be
- 251. • plumbing leaks,
 - 252. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
 - 253. • overflow from tubs, sinks or toilets,
 - 254. • firewood stored indoors,
 - 255. • humidifier use,
 - 256. • inadequate venting of kitchen and bath humidity,
 - 257. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
 - 258. • line-drying laundry indoors,
 - 259. • houseplants—watering them can generate large amounts of moisture.
260. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
261. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
262. Therefore, it is very important to detect and remediate water intrusion problems.
263. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
264. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health
265. problems, particularly in some immunocompromised individuals and people who have asthma or allergies to
266. mold.
267. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
268. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
269. property inspected for moisture problems before entering into a purchase agreement or as a condition of your
270. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
271. property.
272. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota
273. Association of REALTORS® web site at www.mnrealtor.com.
274. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

275. Page 8

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

277. Property located at 22532 330th Ave Badger, MN 56714.

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

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

285. **P. SELLER'S STATEMENT:**

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

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

290. Karen Melby 6-4-26 Allen Monsrud 6-4-26
(Seller) (Date) (Seller) (Date)

291. **Q. BUYER'S ACKNOWLEDGEMENT:**

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

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

295. _____
(Buyer) (Date) (Buyer) (Date)

296. **R. SELLER'S ACKNOWLEDGMENT:**

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

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

300. _____
301. _____
302. _____
303. _____
304. _____

305. Karen Melby 6-4-26 Allen Monsrud 6-4-26
(Seller) (Date) (Seller) (Date)

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

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

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

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

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

314. Page 9

315.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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316. Exceptions

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

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

334. Waiver

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

338. No Duty to Disclose

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

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

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

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

352. D. Inspections.

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

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



WELL DISCLOSURE STATEMENT

2000 Main Avenue East
West Fargo, ND 58078
701.237.9173 P
701.237.0976 F

24400 MN Hwy 22 South
Litchfield, MN 55355
320.693.9371 P
320.693.9373 F

SteffesGroup.com

This document, dated 12/5/22, concerns the real property located at:
[street address] 3300 Ave Radgor, MN 56714
and legally described as:
PID # 33.0065500 (part)
Roseau County, Minnesota [the "Property"].

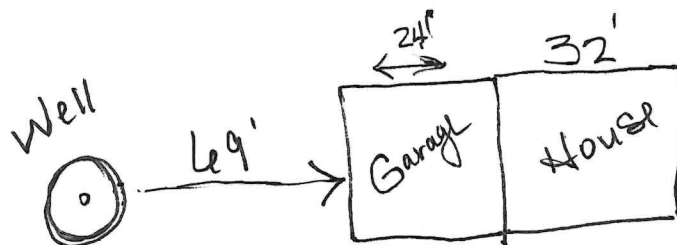
Minnesota Statutes Section 1031.235 Real property sale; disclosure of location of wells. Subdivision 1. Disclosure of wells to buyer. (a) Before signing an agreement to sell or transfer real property, the seller must disclose in writing to the buyer information about the status and location of all known wells on the property, by delivering to the buyer either a statement by the seller that the seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map drawn from available information showing the location of each well to the extent practicable. In the disclosure statement, the seller must indicate, for each well, whether the well is in use, not in use, or sealed.

The sealing of a well must be done in accordance with the rules adopted by the Minnesota Commissioner of Health. Minn. Stat. Section 1031.301, Subdivision 4.

Seller discloses that there are 1 Wells on the Property.

For each well on the Property, check the appropriate columns:		In use	Not in use	Sealed
Well No. 1		☒	☐	☐
Well No. 2		☐	☐	☐
Well No. 3		☐	☐	☐
Well No. 4		☐	☐	☐

All wells on the Property, known to Seller, are depicted on this map:



At closing, Seller shall provide a Well Disclosure Certificate that complies with the requirements of Minnesota Statutes Section 1031.235.

Minnesota Statutes Section 1031.235 Subd. 2. Liability for failure to disclose. Unless the 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 the buyer for costs relating to sealing of the well and reasonable attorney fees for collection of costs from the seller, if the action is commenced within six years after the date the buyer closed the purchase of the real property where the well is located.

Seller(s) signatures: Karen Melby Allen Monsure

Buyer received this Disclosure on [date]: _____

Buyer(s) signatures: _____