



**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

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1. Date 15 MAR 09

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 5230 - 15th Ave. S.  
22. City of Minneapolis, County of Hennepin, State of Minnesota.

**23. A. GENERAL INFORMATION:**

24. (1) When did you  Acquire  Build the home? AUG 2002  
----- (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.**

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

44. Property located at 8230 - 15<sup>th</sup> Ave. S.

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: IN 2004-2005 we remodeled the top floor  
61. by adding a master bed/bath suite. This  
62. involved bringing plumbing upstairs and adding  
63. wiring.

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 cats and number two.

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

74. \_\_\_\_\_

75. \_\_\_\_\_

76. \_\_\_\_\_

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

80. Property located at 5230 + 15th Ave.

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

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

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

- 84. (a) cracked floor/walls, (b) drain tile problem, (c) flooding, (d) foundation problem, (e) leakage/seepage, (f) sewer backup, (g) wet floors/walls, (h) other. Includes Yes/No checkboxes.

85. Give details to any questions answered "Yes":

86. (a) normal settling cracks in floor + wall
87. (f) paper towels flushed into system by child; removed by Roto-Rooter

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

- 89. (a) what is the age of the roofing material? Four years
90. (b) has there been any interior or exterior damage?
91. (c) has there been interior damage from ice buildup?
92. (d) has there been any leakage?
93. (e) have there been any repairs or replacements made to the roof?

94. Give details to any questions answered "Yes":

95. (e) we did a complete tear-off in 2005 and put on 30-year asphalt shingles. Also replaced gutters.

96. Please note that our house (as well as all houses of the same age) suffers from ice dams on occasion. But we have had no damage because of them.

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

118. Property located at 5230 15th Ave S

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.

124. In Working Order Yes No In Working Order Yes No In Working Order Yes No
125.
126. Air-conditioning [X] [ ] Heating system (central) [X] [ ] TV antenna system [ ] [ ]
127. [X] Central [ ] Wall [ ] Window [X] Heating system (supplemental) [X] [ ] TV cable system [ ] [ ]
128. Air exchange system [ ] [ ] Incinerator [ ] [ ] TV satellite dish [X] [ ]
129. Ceiling fan [X] [ ] Intercom [ ] [ ] [X] Rented [ ] Owned
130. Dishwasher [X] [ ] Lawn sprinkler system [ ] [ ] TV satellite receiver [ ] [ ]
131. Doorbell [X] [ ] Microwave [ ] [ ] [ ] Rented [ ] Owned
132. Drain tile system [ ] [ ] Plumbing [X] [ ] Washer [X] [ ]
133. Dryer [X] [ ] Pool and equipment [ ] [ ] Water heater [X] [ ]
134. Electrical system [X] [ ] Range/oven [X] [ ] Water treatment system [ ] [ ]
135. Exhaust system [X] [ ] Range hood [ ] [ ] [ ] Rented [ ] Owned
136. Fire sprinkler system [ ] [ ] Refrigerator [X] [ ] Windows [X] [ ]
137. Fireplace [X] [ ] Security system [ ] [ ] Window treatments [X] [ ]
138. Fireplace mechanisms [X] [ ] [ ] Rented [ ] Owned Wood burning stove [ ] [ ]
139. Furnace humidifier [X] [ ] Smoke detectors (battery) [X] [ ] Other [ ] [ ]
140. Freezer [ ] [ ] Smoke detectors (hardwired) [ ] [ ] Other [ ] [ ]
141. Garage door opener (GDO) [X] [ ] Solar collectors [ ] [ ] Other [ ] [ ]
142. Garage auto reverse [X] [ ] Gump pump [ ] [ ] Other [ ] [ ]
143. GDO remote [X] [ ] Toilet mechanisms [X] [ ] Other [ ] [ ]
144. Garbage disposal [ ] [ ] Trash Compactor [ ] [ ] Other [ ] [ ]

145. Comments: Note heated floor in basement bath
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. [X] 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

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

159. Property located at 5230 - 15th Ave S

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

161. (Check appropriate box.)

162. [X] 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. (If "Yes," see Well Disclosure Statement.)

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

168. G. PROPERTY TAX TREATMENT:

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

170. (Check appropriate box.)

171. There [ ] IS [X] IS NOT an exclusion from market value for home improvements on this property. Any

172. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for

173. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the

174. resulting tax consequences.

175. Additional comments:

176. Preferential Property Tax Treatment

177. Is the property subject to any preferential property tax status or any other credits affecting the property which

178. would terminate upon the sale of the property? [ ] Yes [X] No

179. (e.g., Disability, Green Acres, CRP, RIM)

180. If "Yes," please explain:

181.

182. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

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

185. [ ] Seller is aware that methamphetamine production has occurred on the property.

186. (See Methamphetamine Production Disclosure Statement.)

187. I. AIRPORT ZONING REGULATIONS: MN Statute 360.065, Subd. 3 requires sellers of real property located in airport safety zones A, B or C, under zoning regulations adopted by the governing body, to disclose to a buyer or transferee the existence of airport zoning regulations that affect the real property before accepting consideration or signing an agreement to sell or transfer the real property.

191. Note: This disclosure is NOT required for safety zones associated with an airport owned and operated by the Metropolitan Airports Commission which include the following airports: Anoka County, Crystal, Eden Prairie — Flying Cloud, Lake Elmo, Lakeville — Air Lake, Mps/St Paul International, St. Paul — Downtown Holman Field.

194. Seller discloses that the property, as described in this Disclosure, [ ] IS [X] IS NOT located in airport safety zone A, B or C and there [ ] IS [X] IS NOT existing airport zoning regulations affecting the property.

195. MN Statute 360.065, Subd. 2 requires a copy of adopted airport zoning regulations be filed with the county recorder in each county in which the zoned area is located. Contact the county where the property is located to obtain further information regarding airport zoning regulations.

196. MN Statute 360.065, Subd. 2 requires a copy of adopted airport zoning regulations be filed with the county recorder in each county in which the zoned area is located. Contact the county where the property is located to obtain further information regarding airport zoning regulations.

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

202. Property located at 5230-15th Ave-S.

203. J. CEMETERY ACT:

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

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

207. on the property? [ ] Yes [X] No

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

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

214. K. ENVIRONMENTAL CONCERNS:

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

- 217. Asbestos? [ ] Yes [X] No Mold? [ ] Yes [X] No
218. Diseased trees? [ ] Yes [X] No Radon? [ ] Yes [X] No
219. Formaldehyde? [ ] Yes [X] No Soil problems? [ ] Yes [X] No
220. Hazardous wastes/substances? [ ] Yes [X] No Underground storage tanks? [ ] Yes [X] No
221. Lead? (e.g., paint, plumbing) [ ] Yes [X] No Other? [ ] Yes [X] No

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

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

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

226. \_\_\_\_\_

227. \_\_\_\_\_

228. L. OTHER DEFECTS/MATERIAL FACTS:

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

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

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

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

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

234. M. ADDITIONAL COMMENTS:

235. MAC improvements were done to house before we bought it.

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.**

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](http://www.mnrealtor.com).

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

277. Property located at 5230 15th Ave S

278. O. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory
279. offender registry and persons registered with the predatory offender registry under MN Statue 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) 642-0200, 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. [Signature] 3/15/09 [Signature] 15 Mar 09
(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. \_\_\_\_\_
(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. <b>THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.</b>
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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;
- 327. (10) a transfer of newly constructed residential property that has not been inhabited;
- 328. (11) an option to purchase a unit in a common interest community, until exercised;
- 329. (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);
- 330. (13) a transfer to a tenant who is in possession of the residential real property; or
- 331. (14) a transfer of special declarant rights under section 515B.3-104.

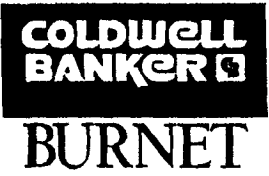
334. **Waiver**

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

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



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

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1. Date 3-15-09
2. Page

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_,
4. pertaining to the purchase and sale of the property at 5230-15th Ave. S.
5. Mpls, MN 55417

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. SLK RLO (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. [X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22. SLK RLO (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. [X] 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 5230 15th Ave. S.

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 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 provided by the signatory is true and accurate.

46. [Signature] 3/15/09 (Seller) (Date) (Buyer) (Date)

47. [Signature] 15 MAR 09 (Seller) (Date) (Buyer) (Date)

48. [Signature] 3/15/09 (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-based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection

51. shall be completed within [ ] ten (10) [ ] \_\_\_\_\_ calendar days after acceptance of the Purchase Agreement. This (Check one.)

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

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**PREVIOUS DISCLOSURE**

1. Date 6/30/02  
2. Page 1 of 2 Pages

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

4. NOTICE: This disclosure is not a warranty or a guaranty of any kind by the Seller(s) or Agent(s) representing any party(s) in the transaction.  
5. INSTRUCTIONS TO THE 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 the seller is unaware that it exists on the property.  
6. INSTRUCTIONS TO THE 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).

11. Property located at 5230 15th Ave. S.  
12. City of Minneapolis County of Hennepin, State of Minnesota

13. A. GENERAL INFORMATION:  
14. (1) When did you purchase or build the home? July, 1998  
15. (2) Type of title Evidence. Abstract  Registered (Torrens)   
16. Location of Abstract: Safe Deposit Box  
17. To your knowledge, is there an existing Owner's Title Insurance policy? Yes  No   
18. (3) Have you occupied this home continuously for the past 12 months? Yes  No   
19. If no, explain:  
20. (4) Is the home suitable for year round use? Yes  No   
21. (5) To your knowledge, is the property located in a designated flood plain? Yes  No   
22. (6) Are you in possession of prior seller's disclosure statement(s)? (If yes, please attach) Yes  No   
23. (7) Is the property located on a public or a private road? Public  Private   
23. Are you aware of:  
24. (8) Encroachments? Yes  No   
25. (9) Association, Covenants, Reservations or Restrictions affecting the use of the property? Yes  No   
26. (10) Easements, other than utility or drainage easements? Yes  No   
27. (11) Comments:  
28.

29. B. GENERAL CONDITION: To your knowledge, have any of the following conditions previously existed or do they currently exist?  
30. (1) Has there been any damage by wind, fire, flood, hail or other disaster(s)? Yes  No   
31. If yes, give details of what happened and when: Privacy fence damaged by wind storm, Sept. 2000 - entire fence replaced, July 2001  
32. (2) Has the structure(s) been altered? (i.e. additions, altered roof lines, changes to load bearing walls.) Yes  No   
33. If yes, please specify what was done, when and by whom (owner or contractor):  
34. (3) Has there been any damage to flooring or floor covering? Yes  No   
35. If yes, give details of what happened and when:  
36. (4) Are you aware of any Insect/Animal/Pest Infestation? Yes  No   
37. (5) Do you have or have you previously had any pets? Yes  No  If yes, indicate type cat and number 1  
38. (6) Comments:  
39.  
40.  
41.  
42.

43. C. STRUCTURAL SYSTEMS: To your knowledge, have any of the following conditions previously existed or do they currently exist?  
(ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUT-BUILDINGS.)  
44. (1) THE BASEMENT, CRAWLSPACE, SLAB  
45. (a) Cracked floor/walls Yes  No  (e) Leakage/seepage Yes  No   
46. (b) Drain tile problem Yes  No  (f) Sewer backup Yes  No   
47. (c) Flooding Yes  No  (g) Wet floors/walls Yes  No   
48. (d) Foundation problem Yes  No  (h) Other Yes  No   
49. Give details to any questions answered "yes." (a) small cracks in east and west basement walls  
50. (f) poor drainage due to roots in line to street - Both Rooter cleaned it, July 2001  
51. (2) THE ROOF: To your knowledge:  
52. (a) What is the age of the roofing material? 15+ Years  
53. (b) Has there been any interior or exterior damage? Yes  No  cracks in garage floor  
54. (c) Has there been interior damage from ice build-up? Yes  No   
55. (d) Has there been any leakage? Yes  No   
56. (e) Have there been any repairs or replacements made to the roof? Yes  No   
57. Give details to any question answered "yes." (b) missing shingle, south side of roof + east side of garage roof  
58.  
59.

60. D. PRIVATE SEWER SYSTEM DISCLOSURE: (A Private Sewer System Disclosure is required by Minn. Statutes 115.55)  
61. Check appropriate box  
62.  The seller does not know of a private sewer system on or serving the above described real property.  
63.  There is a private sewer system on or serving the above described real property. See Private Sewer System Disclosure.  
64.  There is an abandoned private sewer system on the above described real property. See Private Sewer System Disclosure.

65. E. PRIVATE WELL DISCLOSURE: (A Well Disclosure Statement and Certificate are required by Minn. Statutes 103I.235)  
66. Check appropriate box  
67.  The seller certifies that the seller does not know of any wells on the above described real property.  
68.  The seller certifies there are one or more wells located on the above described real property. See Well Disclosure Statement.  
69. Are there any wells serving the above described property that are not located on the property? Yes  No   
70. Date well water last tested for contaminants: \_\_\_\_\_ Test results attached? Yes  No  N/A  
71. Comments:  
72. To your knowledge, is this property in a Special Well Construction Area? Yes  No   
73. Contaminated Well: Is there a well on or serving the property containing contaminated water? Yes  No   
74.

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

77. Property located at 5230 15th Ave S, Minneapolis, MN

78. F. VALUATION EXCLUSION DISCLOSURE (Required by Minn. Statute 273.11, Subd. 16) Check appropriate box:  
 79. There IS  / IS NOT  an exclusion from market value for home improvements on this property. Any valuation exclusion will  
 80. terminate upon sale of the property, and the property's estimated market value for property tax purposes will increase. If a  
 81. valuation exclusion exists, buyers are encouraged to look into the resulting tax consequences.

82. Additional comments

83. G. APPLIANCES, HEATING, PLUMBING, ELECTRICAL AND OTHER MECHANICAL SYSTEMS:

84. NOTE: This section refers only to the working condition of the following items. Answers apply to all such items unless otherwise  
 85. noted in comments below. Personal property is included in the sale ONLY IF specifically referenced in the Purchase Agreement.  
 86. 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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
89. Air Conditioning		Heating System (Central)		TV Antenna System	<input checked="" type="checkbox"/>
Central <input checked="" type="checkbox"/> Wall <input type="checkbox"/> Window <input type="checkbox"/>		Heating System (Supplemental)	<input type="checkbox"/>	TV Cable System	<input checked="" type="checkbox"/>
90. Ceiling Fan	<input checked="" type="checkbox"/>	Incinerator	<input type="checkbox"/>	TV Satellite Dish	<input type="checkbox"/>
91. Dishwasher	<input checked="" type="checkbox"/>	Intercom	<input type="checkbox"/>	Rented <input type="checkbox"/> Owned <input type="checkbox"/>	
92. Door Bell	<input checked="" type="checkbox"/>	Lawn Sprinkler System	<input type="checkbox"/>	TV Satellite Receiver	<input type="checkbox"/>
93. Drain Tile System	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	Rented <input type="checkbox"/> Owned <input type="checkbox"/>	
94. Dryer	<input checked="" type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>	Washer	<input checked="" type="checkbox"/>
95. Electrical System	<input checked="" type="checkbox"/>	Pool and Equipment	<input type="checkbox"/>	Water Heater	<input checked="" type="checkbox"/>
96. Exhaust System	<input type="checkbox"/>	Range/Oven	<input checked="" type="checkbox"/>	Water Treatment System	<input type="checkbox"/>
97. Fire Sprinkler system	<input type="checkbox"/>	Range Hood	<input type="checkbox"/>	Rented <input type="checkbox"/> Owned <input type="checkbox"/>	
98. Fireplace	<input checked="" type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	Windows	<input checked="" type="checkbox"/>
99. Fireplace Mechanisms	<input checked="" type="checkbox"/>	Security System	<input type="checkbox"/>	Window Treatments	<input checked="" type="checkbox"/>
100. Furnace Humidifier	<input checked="" type="checkbox"/>	Rented <input type="checkbox"/> Owned <input type="checkbox"/>		Woodburning Stove	<input type="checkbox"/>
101. Freezer	<input checked="" type="checkbox"/>	Smoke Detectors (Battery)	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
102. Garage Door Opener (GDO)	<input checked="" type="checkbox"/>	Smoke Detectors (Hardwire)	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
103. GDO Auto reverse	<input checked="" type="checkbox"/>	Solar Collectors	<input type="checkbox"/>	Other	<input type="checkbox"/>
104. GDO Remote	<input checked="" type="checkbox"/>	Stump Pump	<input type="checkbox"/>	Other	<input type="checkbox"/>
105. Garbage Disposal	<input type="checkbox"/>	Toilet Mechanisms	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
106. Trash Compactor	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	Other	<input type="checkbox"/>

108. Comments

109.

110.

111. H. ENVIRONMENTAL CONCERNS: Are you aware of any of the following on the property:

112. Asbestos? Yes  No  Hazardous Wastes? Yes  No  Soil Problems? Yes  No

113. Diseased Trees? Yes  No  Lead? (paint, plumbing, etc.) Yes  No  Underground Storage Tanks? Yes  No

114. Formaldehyde? Yes  No  Mold? Yes  No  Other? Yes  No

115. Hazardous Substances? Yes  No  Radon? Yes  No

116. Give details to any question answered "yes". House built in 1929 - assume lead-based paint  
has once used on walls

117.

118.

119.

120. I. OTHER DEFECTS:

121. Are you aware of any other defects in or on the property? If yes, explain below. Yes  No

122.

123.

124. J. ADDITIONAL COMMENTS:

125.

126.

127.

128.

129. LISTING BROKER AND AGENTS MAKE NO REPRESENTATIONS AND ARE  
 130. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.

131. K. SELLER'S STATEMENT: (To be signed at time of listing)

132. The Seller(s) hereby states the condition of the property to be as stated above and authorizes any Agent(s) representing any  
 133. party(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated  
 134. sale of the property.

135. Kristi Healy 6/30/02 [Signature] 6/30/02  
 (Seller) (Date) (Seller) (Date)

136. L. BUYER'S ACKNOWLEDGMENT: (To be signed at time of purchase agreement)

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

139. \_\_\_\_\_  
 (Buyer) (Date) (Buyer) (Date)

140. M. SELLER'S ACKNOWLEDGMENT: (To be signed at time of purchase agreement)

141. AS OF THE DATE BELOW, I/We, the Seller(s) of the property, state that the condition of the property is the same, except  
 142. changes as indicated above which have been initialed and dated.

143. \_\_\_\_\_  
 (Seller) (Date) (Seller) (Date)



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Addendum to Purchase Agreement
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

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Date
Page

Addendum to Purchase Agreement between parties dated , 20 pertaining to the purchase and sale of the property at

Section I: 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.

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below).
Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
due to age of house (1929) lead-based paint is possible
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (check one below).
Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed under (b) above.
(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Purchaser has (check one below).
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/or lead-based paint hazards. (If checked, see Section II below), or
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment (initial)

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

Handwritten signatures and dates for Seller, Purchaser, and Real Estate Licensee.

Section II: Contingency (Initial only if first box under Purchaser's Acknowledgment letter (e) above is checked.)

This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards to be conducted at the purchaser's expense. The assessment or inspection shall be completed within ten (10) calendar days after acceptance of the Purchase Agreement. This contingency shall be deemed

removed, and the Purchase Agreement shall be in full force and effect, unless purchaser or real estate licensee assisting or acting on behalf of purchaser delivers to seller or real estate licensee assisting or acting on behalf of seller within three (3) calendar days after the assessment or inspection is timely completed a written list of the specific deficiencies and the corrections required, together with a copy of any risk assessment or inspection report.