



SELLER'S PROPERTY DISCLOSURE STATEMENT

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- 1. Date 4-18-12
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. INSTRUCTIONSTO 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 16963 197th Street N, Scandia, Washington, State of Minnesota.

A. GENERAL INFORMATION:

- 24. (1) What date August 2, 2003 did you [X] Acquire [] Build the home?
25. (2) Type of title evidence: [] Abstract [] Registered (Torrens)
26. Location of Abstract: At Title Company
27. To your knowledge, is there an existing Owner's Title Insurance Policy? [X] Yes [] No
28. (3) Have you occupied this home continuously for the past 12 months? [] Yes [X] No
29. If "No," explain: Seasonal
30. (4) Is the home suitable for year-round use? [] Yes [X] 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 [X] No
33. (7) Is the property located on a public or a private road? [X] Public [] Private
34. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size
35. requirements? [X] Yes [] No [] Unknown
36. If "No," or "Unknown," Buyer should consult the local zoning authority.
37. Are you aware of any
38. (9) encroachments? [] Yes [X] No
39. (10) association, covenants, historical registry, reservations or restrictions that affect or
40. may affect the use or future resale of the property? [X] Yes [] No
41. (11) easements, other than utility or drainage easements? [X] Yes [] No
42. (12) Comments: #10-Scenic River Easement #11 Driveway easement

43. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER. MN: SPDS-1 (8/11)



SELLER'S PROPERTY
DISCLOSURE STATEMENT

44. Page 2

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

46. Property located at 16963 197th Street N. Scandia, MN 55073.

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

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

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

51.

52.

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

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

56.

57.

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

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

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

61.

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

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

65.

66.

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

69. If "Yes," please explain:

70. **wiring done in 2003**

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

73. If "Yes," please explain:

74.

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

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

77.

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

79. If "Yes," please explain:

80.

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

SELLER'S PROPERTY
DISCLOSURE STATEMENT

82. Page 3

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

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

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

87. (7) Comments:

88.

89.

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

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

93. (1) THE BASEMENT, CRAWLSPACE, SLAB: N/A

94. (a) cracked floor/walls Yes No (e) leakage/seepage Yes No

95. (b) drain tile problem Yes No (f) sewer backup Yes No

96. (c) flooding Yes No (g) wet floors/walls Yes No

97. (d) foundation problem Yes No (h) other Yes No

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

99. **Not applicable - no basement.**

100.

101.

102.

103.

104.

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

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

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

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

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

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

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

112. **Leaking around the chimney. We have fixed it. No known roof leaking at this time.**

113.

114.

115.

116.

117.

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

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

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

121. Property located at 16963 197th Street N, Scandia, MN 55073

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

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

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

In Working Order		In Working Order		In Working Order	
Yes	No	Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning		Heating system (central)		Trash Compactor	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central <input type="checkbox"/> Wall <input type="checkbox"/> Window		Heating system (supplemental)		TV antenna system	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air exchange system		Incinerator		TV cable system	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Detector		Intercom		TV satellite dish	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan		Lawn sprinkler system		<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher		Microwave <input checked="" type="checkbox"/> <input type="checkbox"/>		TV satellite receiver	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doorbell		Plumbing <input checked="" type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drain tile system		Pool and equipment		Washer	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dryer		Propane Tank		Water heater <input checked="" type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical system <input checked="" type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Rented <input type="checkbox"/> Owned		Water softener	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust system		Range/oven		<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire sprinkler system		Range hood		Water treatment system	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace <i>insert</i> <input checked="" type="checkbox"/> <input type="checkbox"/>		Refrigerator <input checked="" type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Rented <input type="checkbox"/> Owned	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace mechanisms		Security system		Windows <input checked="" type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Furnace humidifier		<input type="checkbox"/> Rented <input type="checkbox"/> Owned		Window treatments	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freezer		Smoke detectors (battery) <input checked="" type="checkbox"/> <input type="checkbox"/>		Wood-burning stove <input checked="" type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage door opener (GDO)		Smoke detectors (hardwired) <input checked="" type="checkbox"/> <input type="checkbox"/>		Other <i>see insert</i> <input checked="" type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage auto reverse		Solar collectors		Other <input type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GDO remote		Sump pump		Other <input type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garbage disposal		Toilet mechanisms <i>Out house</i> <input checked="" type="checkbox"/> <input type="checkbox"/>		Other <input type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

149. Comments: This is a seasonal property.

150. _____

151. E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

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

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

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

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

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

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

SELLER'S PROPERTY
DISCLOSURE STATEMENT

161. Page 5

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

163. Property located at 16963 197th Street N. Scandia, MN 55073

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

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

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

169. Are there any wells serving the above-described property that are not located on the
170. property? Yes No

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

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

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

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

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

179. Additional comments:

180.

181.

182. **Preferential Property Tax Treatment**

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

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

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

186. Explain:

187.

188.

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

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

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

192. Seller is aware that methamphetamine production has occurred on the property.
193. (See Methamphetamine Production Disclosure Statement.)

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

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

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

MN: SPDS-5 (8/11)

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 16963 197th Street N. Scandia, MN 55073

206. **K. CEMETERY ACT:**

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

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

211. on the property? Yes No

212. If "Yes," please explain:

213.

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

217. **L. ENVIRONMENTAL CONCERNS:**

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

220. Asbestos? Yes No Mold? Yes No

221. Diseased trees? Yes No Radon? Yes No

222. Formaldehyde? Yes No Soil problems? Yes No

223. Hazardous wastes/substances? Yes No Underground storage tanks? Yes No

224. Lead? (e.g., paint, plumbing) Yes No Other? Yes No

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

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

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

229.

230.

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

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

234. If "Yes," explain below:

235. **Lawn tile drainage system installed approx. 2004.**

236. **Water comes from a spring box - not drinkable.**

237.

238. **N. ADDITIONAL COMMENTS:**

239. **This property is being sold in "as-is" condition. We have only used it seasonally.**

240. **Does not have a well or septic system, but does have a composting outhouse that we**
241. **installed new approximately in 2009.**

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

**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

243. Page 7

244. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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245. Property located at 16963 197th Street N, Scandia, MN 55073

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

249. Examples of exterior moisture sources may be

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

254. Examples of interior moisture sources may be

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

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

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

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

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

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

MN: SPDS-7 (8/11)

SELLER'S PROPERTY
DISCLOSURE STATEMENT

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

281. Property located at 16963 197th Street N. Scandia, MN 55073

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

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

289. Q. SELLER'S STATEMENT:

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

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

294. [Signature] 4-18-12 [Signature] 4-18-12
(Seller) Jeffrey Sommers (Date) (Seller) Lara Hammel (Date)

295. R. BUYER'S ACKNOWLEDGEMENT:

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

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

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

300. S. SELLER'S ACKNOWLEDGMENT:

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

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

304.
305.
306.
307.
308.

309. _____
(Seller) Jeffrey Sommers (Date) (Seller) Lara Hammel (Date)

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

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

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

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



**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

318. Page 9

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

320. Property located at 16963 197th Street N. Scandia, MN 55073

321. **Exceptions**

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

- 323. (1) real property that is not residential real property;
- 324. (2) a gratuitous transfer;
- 325. (3) a transfer pursuant to a court order;
- 326. (4) a transfer to a government or governmental agency;
- 327. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 328. (6) a transfer to heirs or devisees of a decedent;
- 329. (7) a transfer from a cotenant to one or more other cotenants;
- 330. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 331. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 332. (10) a transfer of newly constructed residential property that has not been inhabited;
- 333. (11) an option to purchase a unit in a common interest community, until exercised;
- 334. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- 335. (13) a transfer to a tenant who is in possession of the residential real property; or
- 336. (14) a transfer of special declarant rights under section 515B.3-104.

339. **Waiver**

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

343. **No Duty to Disclose**

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

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

MN:SPDS-9 (8/11)



BURNET

CBBURNET.com

Operated by Burnet Realty LLC.

NorthstarMLS

SINGLE FAMILY RESIDENTIAL LISTING INPUT FORM

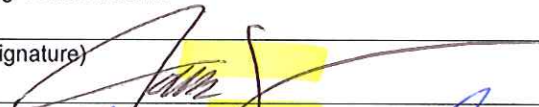

Disclosures

By signing the authorization section below, the Seller acknowledges the following disclosures:

1. The Seller's real estate broker (the Broker) is a participant in the Regional Multiple Listing Service of Minnesota, Inc. (RMLS).
2. The Seller has authorized the Broker to give the information on this form about the Seller's property to RMLS.
3. All data submitted to RMLS becomes the sole property of RMLS.
4. RMLS assumes no responsibility or liability to the Seller for errors or omissions on this form or in the RMLS computer system.
5. The Broker is required to promptly provide information to RMLS about any change in status or price of the Seller's listing.
6. If the Seller's property is sold, the Broker must report to RMLS the price and terms of the sale.
7. Neither the Seller nor any prospective buyer of the property can alter the Broker's responsibility to report all such data to RMLS by agreement among them.
8. RMLS shall retain and make available all such data and photographs to all its participants (real estate brokers, appraisers, and affiliated professionals) for an indefinite period.
9. Under no circumstances will RMLS permit data about the Seller's listing to be deleted from RMLS's systems in order to conceal any information, including information that the property was listed for a period of time by another broker or brokers.
10. The Broker's use of RMLS's systems is subject to the duties imposed on the Broker by the rules and regulations of RMLS and by the Code of Ethics of the National Association of REALTORS®.
11. At the request of the Broker, unless the field called Advertising Selection is marked "NO", RMLS will electronically transmit information about the Seller's property to Internet web sites to aid in marketing the property for sale.
12. At the request of the Broker, unless the field called Display Address is marked "NO", RMLS will include the address of the Seller's property in transmissions of data to web sites.

Authorization: I have read and understood the disclosures above.

I certify that the information contained on this form is accurate to the best of my knowledge.

100 The Listing Contract Starts	101 and ends at 11:59 P.M. on
102 Owner (Signature) 	103 Owner (type or print) Jeffery Sommers
104 Owner (Signature) 	105 Owner (type or print) Lara Hammel
106 Real Estate Company Coldwell Banker Burnet	107 By (Agent) Laurie Allen



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

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1. Date April 18, 2012
2. Page

3. Addendum to Purchase Agreement between parties, dated
4. pertaining to the purchase and sale of the property at 16963 197th Street N
5. Scandia, MN 55073

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. [Signature] (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. [Signature] [X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. [Signature] (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 16963 197th Street N Scandia, MN 55073

40. Real Estate Licensee's Acknowledgement (initial)

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

43. Certification of Accuracy

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

46. [Signature] 4-18-12
(Seller) Jeffrey Sommers (Date) (Buyer) (Date)

47. [Signature] 4-18-12
(Seller) Lara Hammel (Date) (Buyer) (Date)

48. [Signature] 4/18/12
(Real Estate Licensee) Laurie M Allen (Date) (Real Estate Licensee) (Date)

49. Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)
50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within [] ten (10) [] _____ calendar days after Final Acceptance of the Purchase Agreement.
(Check one.)
53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to
61. be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/09)





BUYER PURCHASING "AS IS" ADDENDUM

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1. Date 4.18.12

2. Page _____

3. Addendum to Purchase Agreement between parties, dated _____, 20_____, pertaining

4. to the purchase and sale of the property at 16963 197th Street N

5. Scandia, MN 55073

6. **DISCLOSURE REQUIRED:** Under Minnesota law, Sellers of residential property, except by waiver or with limited
7. exceptions, are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely
8. and significantly affect an ordinary Buyer's use or enjoyment of the property or any intended use of the property of
9. which Seller is aware. Such a disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing
10. or assisting any party in the transaction. Seller agrees to notify Buyer immediately in writing of any substantive changes
11. from any prior representations regarding the property.

12. (Check appropriate box.)

13. Buyer has received and had an opportunity to review the *Seller's Property Disclosure Statement*;
14. or

15. Buyer has received and had an opportunity to review the *Seller's Disclosure Alternatives* form.

16. **CONDITION OF PROPERTY:** The property being purchased by Buyer, including the dwelling, other improvements
17. and fixtures, is not new and is being purchased "AS IS".

18. Buyer understands that the property, as defined above, will be purchased in the condition it is in at the time of Purchase
19. Agreement. Buyer shall have the right to a walk-through review of the property prior to closing. To the extent there
20. is a material change in the condition of the property arising between the date of the Purchase Agreement and the
21. closing date, Seller shall be responsible for restoring the property to substantially the same condition it was in on the
22. date of the Purchase Agreement, except that Seller shall have **NO OBLIGATION OR RESPONSIBILITY** to repair or
23. replace central air-conditioning, heating, plumbing (including subsurface sewage treatment systems, unless otherwise
24. required by law), wiring systems or wells on the property if they fail between the date of Purchase Agreement and the
25. date of closing. This provision voids lines 217-219 of the Purchase Agreement.

26. **RISK OF LOSS:** The Risk of Loss provision in the Purchase Agreement is modified as follows. If there is any loss
27. or damage to the property between the date of Purchase Agreement and the date of closing for any reason, including fire,
28. vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller except that Seller shall have **NO**
29. **OBLIGATION OR RESPONSIBILITY** to repair or replace central air-conditioning, heating, plumbing (including subsurface
30. sewage treatment systems, unless otherwise required by law), wiring systems or wells on the property if they fail between
31. the date of Purchase Agreement and the date of closing. If the property is destroyed or substantially damaged before
32. the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee
33. representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign
34. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
35. to be refunded to Buyer.

36. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the property or to have it inspected by a person of
37. Buyer's choice, at Buyer's expense.

38. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
39. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



BUYER PURCHASING "AS IS" ADDENDUM

40. Page _____

41. Property located at 16963 197th Street N Scandia, MN 55073

42. **SETTLEMENT IS FINAL:** It is understood that Buyer accepts the property "AS IS." ANY WARRANTIES OF PHYSICAL
43. **CONDITION OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT INCLUDING, BUT NOT LIMITED**
44. **TO, CENTRAL AIR-CONDITIONING, HEATING, PLUMBING, WIRING, AND CONNECTION TO CITY SEWER AND**
45. **CITY WATER ARE VOID.** This provision shall survive delivery of the deed or contract for deed. All other warranties
46. specified in the Purchase Agreement remain the same.

47. **OTHER:**

48.

49.

50.

51.

52.

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55.


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61.  4-18-12
(Seller) Jeffrey Sommers (Date) (Buyer) (Date)

62.  4-18-12
(Seller) Lara Hamel (Date) (Buyer) (Date)

63. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
64. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

