



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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- 1. Date 05/23/2018
2. Page 1 of 12 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

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

6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See Disclosure Statement: Seller's Disclosure Alternatives
15. form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any
16. kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for any
17. inspections or warranties the party(ies) may wish to obtain.

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

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

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

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

33. Property located at 4813 W 59th Street,
34. City of Edina, County of Hennepin, State of Minnesota.

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

- 36. (1) What date 09/13/1993 did you [X] Acquire [ ] Build the home?
37. (2) Type of title evidence: [X] Abstract [ ] Registered (Torrens) [ ] Unknown
38. Location of Abstract: homeowners safe
39. Is there an existing Owner's Title Insurance Policy? [X] Yes [ ] No
40. (3) Have you occupied this home continuously during your ownership? [X] Yes [ ] No
41. If "No," explain:
42. (4) Is the home suitable for year-round use? [X] Yes [ ] No
43. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [X] Yes [ ] No
44. (6) Does the property include a manufactured home? [ ] Yes [X] No
45. If "Yes," HUD #(s) is/are
46. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? [ ] Yes [X] No





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50. (7) Is the property located on a public or a private road? [X] Public [ ] Private [ ] Public: no maintenance

51. (8) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

52. (a) Do you know which zone the property is located in? [ ] Yes [X] No

53. If "Yes," which zone? \_\_\_\_\_

54. (b) Have you ever had a flood insurance policy? [ ] Yes [X] No

55. If "Yes," is the policy in force? [ ] Yes [ ] No

56. If "Yes," what is the annual premium? \$ \_\_\_\_\_

57. If "Yes," who is the insurance carrier? \_\_\_\_\_

58. (c) Have you ever had a claim with a flood insurance carrier or FEMA? [ ] Yes [X] No

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

60. \_\_\_\_\_

61. \_\_\_\_\_

62. NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after Buyer completes their purchase.

63. Are there any

64. (9) encroachments? [ ] Yes [X] No

65. (10) association, covenants, historical registry, reservations, or restrictions, that affect or may affect the use or future resale of the property? [ ] Yes [X] No

66. (11) governmental requirements or restrictions that affect or may affect the use or future enjoyment of the property (e.g., shoreland restrictions, non-conforming use, etc.)? [ ] Yes [X] No

67. (12) easements, other than utility or drainage easements? [ ] Yes [X] No

68. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

69. \_\_\_\_\_

70. \_\_\_\_\_

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

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

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

74. If "Yes," give details of what happened and when: \_\_\_\_\_

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

76. (2) Have you ever had an insurance claim(s) against your Homeowner's Insurance Policy? [ ] Yes [X] No

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

78. \_\_\_\_\_

79. Did you receive compensation for the claim(s)? [ ] Yes [X] No

80. If you received compensation, did you have the items repaired? [ ] Yes [ ] No

81. What dates did the claim(s) occur? \_\_\_\_\_





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

94. If "Yes," please specify what was done, when, and by whom (owner or contractor): A family room(2 story) addition was added to the south side off the dining room with a deck added

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

100. If "Yes," please explain: The main and master bathrooms were remodeled, as well as the kitchen

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

104. If "Yes," please explain:

106. (4) Has there been any damage to flooring or floor covering? [ ] Yes [X] No

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

109. (5) Do you have or have you previously had any pets? [X] Yes [ ] No

110. If "Yes," indicate type cats from 7/2014 until 9/2017 and number 2

111. (6) THE FOUNDATION: The type of foundation is (i.e., block, poured, wood, stone, other): block foundation

113. (7) THE BASEMENT, CRAWLSPACE, SLAB:

- 114. (a) cracked floor/walls? [ ] Yes [X] No (e) leakage/seepage? [ ] Yes [X] No
115. (b) drain tile problem? [ ] Yes [X] No (f) sewer backup? [ ] Yes [X] No
116. (c) flooding? [ ] Yes [X] No (g) wet floors/walls? [ ] Yes [X] No
117. (d) foundation problem? [ ] Yes [X] No (h) other? [ ] Yes [X] No

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

121. (8) THE ROOF:

122. (a) What is the age of the roofing material?

123. Home: 21 years Garage(s)/Outbuilding(s): years

- 124. (b) Has there been any interior or exterior damage? [ ] Yes [X] No
125. (c) Has there been interior damage from ice buildup? [ ] Yes [X] No
126. (d) Has there been any leakage? [ ] Yes [X] No
127. (e) Have there been any repairs or replacements made to the roof? [X] Yes [ ] No

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

129. replaced in 1997. Sealant was used after the only ice dam occurred about 5 years ago that was located between the Kitchen and Addition

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

134. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): cedar shake

135. (b) cracks/damage?  Yes  No

136. (c) leakage/seepage?  Yes  No

137. (d) other?  Yes  No

138. Give details to any questions answered "Yes": normal aged cracks and repairs from woodpecker

139. NW block wall had previously disclosed cracks that were repaired even though it was structurally sound

140. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

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

**CHECK "NA" FOR ONLY THOSE ITEMS NOT PHYSICALLY LOCATED ON THE PROPERTY.**

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



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

184. Comments regarding issues in Section C: The fireplace has never been used during our ownership, and the buyer will need to satisfy themselves as to the condition of the fireplace and mechanisms. We are unsure if it's in working or not.

186. D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.) 188. Seller certifies that Seller [ ] DOES [X] DOES NOT know of a subsurface sewage treatment system on or serving the above-described real property. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)

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

193. E. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.) (Check appropriate box.)

195. [X] Seller certifies that Seller does not know of any wells on the above-described real property. 196. [ ] Seller certifies there are one or more wells located on the above-described real property. (See Disclosure Statement: Well.)

198. Are there any wells serving the above-described property that are not located on the property? [ ] Yes [X] No

200. If "Yes": 201. (1) How many properties or residences does the shared well serve? 202. (2) Is there a maintenance agreement for the shared well? [ ] Yes [ ] No

203. If "Yes," what is the annual maintenance fee? \$ 204. Is this property in a Special Well Construction Area? [ ] Yes [ ] No

205. F. PROPERTY TAX TREATMENT: 206. Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 18.)

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

211. Additional comments: 212.

213. Preferential Property Tax Treatment 214. Is the property subject to any preferential property tax status or any other credits affecting the property? (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve, Veterans' Benefits, Non-Profit Status) [ ] Yes [X] No

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

218. Explain: 219.



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

225. Seller represents that Seller [ ] IS [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, -----(Check one.)-----

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

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

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

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

230. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

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

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

234. (See Disclosure Statement: Methamphetamine Production.)

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

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

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

238. 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.

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

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

241. 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.

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

- 243. (1) Animal/Insect/Pest Infestation? [ ] Yes [X] No (6) Lead? (e.g., paint, plumbing) [ ] Yes [X] No
244. (2) Asbestos? [ ] Yes [X] No (7) Mold? [ ] Yes [X] No
245. (3) Diseased trees? [ ] Yes [X] No (8) Soil problems? [ ] Yes [X] No
246. (4) Formaldehyde? [ ] Yes [X] No (9) Underground storage tanks? [ ] Yes [X] No
247. (5) Hazardous waste/substances? [ ] Yes [X] No

248. (10) Other? \_\_\_\_\_ [ ] Yes [ ] No





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272. (11) Have you ever been contacted or received any information from any governmental authority pertaining to possible or actual environmental contamination affecting the property? [ ] Yes [X] No

274. (12) 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

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

278. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

279.
280.

281. M. RADON DISCLOSURE: (The following Seller disclosure satisfies MN Statute 144.496.)

282. 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.

286. 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 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.

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

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

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

301. (a) Radon test(s) [ ] HAVE [X] HAVE NOT occurred on the property. (Check one.)

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

304.
305.

306. (c) There [ ] IS [X] IS NOT a radon mitigation system currently installed on the property. (Check one.)

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

309.
310.

311. EXCEPTIONS: See Section R for exceptions to this disclosure requirement.



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315. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of  
 316. Seller's knowledge.

317. **Notices:** Seller  HAS  HAS NOT received a notice regarding **any** proposed improvement project from **any**  
 318. ------(Check one.)----- assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach  
 319. and/or explain : \_\_\_\_\_

320. \_\_\_\_\_

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

323. If "Yes," explain: \_\_\_\_\_

324. \_\_\_\_\_

325. **O. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect  
 326. many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving  
 327. the home.

328. Examples of exterior moisture sources may be:

- 329. • improper flashing around windows and doors,
- 330. • improper grading,
- 331. • flooding,
- 332. • roof leaks.

333. Examples of interior moisture sources may be:

- 334. • plumbing leaks,
- 335. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 336. • overflow from tubs, sinks, or toilets,
- 337. • firewood stored indoors,
- 338. • humidifier use,
- 339. • inadequate venting of kitchen and bath humidity,
- 340. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 341. • line-drying laundry indoors,
- 342. • houseplants—watering them can generate large amounts of moisture.

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

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

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

355. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
 356. offender registry and persons registered with the predatory offender registry under MN Statute 243.166  
 357. may be obtained by contacting the local law enforcement offices in the community where the property  
 358. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of  
 359. Corrections web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).





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

362. Property located at 4813 W 59th Street Edina MN 55424

363. **Q. ADDITIONAL COMMENTS:**

364. *Electric heat is currently being added to the basement addition to upgrade it to the 4th bedroom.*

365. **R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

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

- 367. (1) real property that is not residential real property;
- 368. (2) a gratuitous transfer;
- 369. (3) a transfer pursuant to a court order;
- 370. (4) a transfer to a government or governmental agency;
- 371. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 372. (6) a transfer to heirs or devisees of a decedent;
- 373. (7) a transfer from a co-tenant to one or more other co-tenants;
- 374. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
- 375. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 377. (10) a transfer of newly constructed residential property that has not been inhabited;
- 378. (11) an option to purchase a unit in a common interest community, until exercised;
- 379. (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);
- 381. (13) a transfer to a tenant who is in possession of the residential real property; or
- 382. (14) a transfer of special declarant rights under section 515B.3-104.

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

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

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

389. **No Duty to Disclose:**

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



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

414. Property located at 4813 W 59th Street Edina MN 55424

415. S. SELLER'S STATEMENT:

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

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

424. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing. To disclose new or changed facts, please use the Amendment to Disclosure Statement form.

428. [Signature: David A. Jacono] 05/23/2018 (Seller) (Date)

[Signature: Beth L. Jacono] 05/23/2018 (Seller) (Date)

429. T. BUYER'S ACKNOWLEDGEMENT:

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

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

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

436. (Buyer) (Date) (Buyer) (Date)

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



# Radon in Real Estate Transactions

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

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

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

## Disclosure Requirements



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

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

**MDH** Minnesota Department of Health

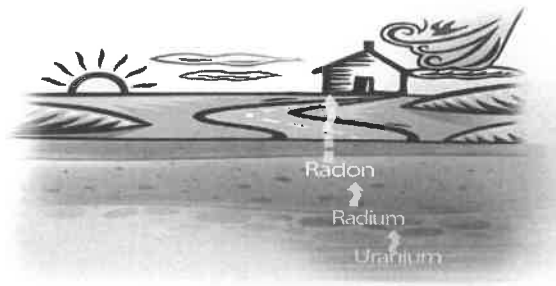
INDOOR AIR UNIT

## Radon Facts

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

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

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



**MDH Radon Program**  
PO Box 64975  
St Paul, MN 55164-0975  
health.indoor@state.mn.us  
www.health.state.mn.us/radon  
651-201-4601  
800-798-9050



## Radon Testing

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

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

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

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

Place the test kit:

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

## Radon Mitigation

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

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

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

## Radon Warning Statement

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

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

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

### Continuous Radon Monitor (CRM)

Fastest



### Simultaneous Short-term Testing

Second Fastest



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



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

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1. Date 05/23/2018
2. Page 1

3. Addendum to Purchase Agreement between parties, dated , 20 ,
4. pertaining to the purchase and sale of the property at 4813 W 59th Street
5. Edina MN 55424

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.)

Handwritten initials DJ and BJ in boxes

16. (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)

18. [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (Explain.):

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

Handwritten initials DJ and BJ in boxes

22. (b) Records and reports available to the seller.
23. (Check one below.)

24. [ ] Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (List documents below.):

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. [X] 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

39. Property located at 4813 W 59th Street Edina MN 55424

40. Real Estate Licensee's Acknowledgment (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: David A. Iacono] 05/23/2018 (Seller) (Date) (Buyer) (Date)

47. [Signature: Beth L. Iacono] 05/23/2018 (Seller) (Date) (Buyer) (Date)

48. [Signature: Laurie M. Allen] 5/23/18 (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 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 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 here 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.