



SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date 6-10-13
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 eight (8), are obligated to disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
6. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any facts disclosed herein (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.
7. Seller has disclosure alternatives allowed by MN Statutes. See Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction.

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

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

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

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

30. Property located at 5014 1st Ave S
31. City of Minneapolis, County of Hennepin, State of Minnesota.

A. GENERAL INFORMATION:

33. (1) What date July, 1982 did you [X] Acquire [] Build the home? (Check one.)

34. (2) Type of title evidence: [X] Abstract [] Registered (Torrens)

35. Location of Abstract:

36. To your knowledge, is there an existing Owner's Title Insurance Policy? [] Yes [X] No

37. (3) Have you occupied this home continuously during your ownership? [X] Yes [] No

38. If "No," explain:

39. (4) Is the home suitable for year-round use? [X] Yes [] No

40. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) [] Yes [X] No

41. (6) To your knowledge, does the property include a manufactured home? [] Yes [X] No

42. If "Yes," HUD #(s) is/are

43.

44. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? [] Yes [X] No



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

47. Property located at 5014 1st Ave S Minneapolis

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

49. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size requirements? Yes No Unknown

51. If "No," or "Unknown," Buyer should consult the local zoning authority.

52. (9) To your knowledge, is the property located in a designated flood plain? Yes No

53. Are you aware of any (10) encroachments? Yes No

55. (11) association, covenants, historical registry, reservations or restrictions that affect or may affect the use or future resale of the property? Yes No

56. (12) easements, other than utility or drainage easements? Yes No

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

59. Driveway easement

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

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

64. If "Yes," give details of what happened and when: Roof damage

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

68. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? Hail damage to roof, Fire 1986

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

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

73. What dates did the claim(s) occur? September, 2011

75. (3) (a) Has/Have the structure(s) been altered? (e.g., additions, altered roof lines, changes to load-bearing walls) Yes No
 77. If "Yes," please specify what was done, when and by whom (owner or contractor):

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

81. If "Yes," please explain: Due to fire many interior finishes & plumbing, heating, electrical systems redone

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

85. If "Yes," please explain: _____

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

89. Property located at 5014 1st Ave S Minneapolis

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

91. If "Yes," give details of what happened and when: Fire, 1986

92. _____

93. (5) Do you have or have you previously had any pets? Yes No

94. If "Yes," indicate type Dogs, currently none since 1996 and number 2

95. (6) Comments: _____

96. _____

97. _____

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

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

101. (1) **THE FOUNDATION:** To your knowledge, the type of foundation is (i.e., block, poured, wood, stone, other):

102. _____

103. (2) **THE BASEMENT, CRAWLSPACE, SLAB:**

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

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

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

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

108. Give details to any questions answered "Yes": a) Normal for age of home

109. f) 2 or 3 occasions, main drain cleared,

110. g) 1st, garage seepage corrected w/ membrane covering
 111. deck; 2nd - heavy rainfall in spring - SW corner

112. (3) **THE ROOF:** To your knowledge,

113. (a) what is the age of the roofing material? 10 max years

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

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

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

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

118. Give details to any questions answered "Yes": Entire Roof Replaced May 2012

119. _____

120. _____

121. _____

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

124. Property located at 5014 1st Ave S Minneapolis

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

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

129. **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		
130.									
131.		Yes	No	Yes	No	Yes	No		
132.	Air-conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating system (central)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>
133.	<input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window			Heating system (supplemental) ..	<input type="checkbox"/>	<input type="checkbox"/>	TV antenna system	<input type="checkbox"/>	<input type="checkbox"/>
134.	Air exchange system	<input type="checkbox"/>	<input type="checkbox"/>	Incinerator	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135.	Carbon Monoxide Detector ..	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish	<input type="checkbox"/>	<input type="checkbox"/>
136.	Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
137.	Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV satellite receiver	<input type="checkbox"/>	<input type="checkbox"/>
138.	Doorbell	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
139.	Drain tile system	<input type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
140.	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Propane Tank	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>
141.	Electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			Water softener	<input type="checkbox"/>	<input type="checkbox"/>
142.	Exhaust system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
143.	Fire sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system	<input type="checkbox"/>	<input type="checkbox"/>
144.	Fireplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		
145.	Fireplace mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
146.	Furnace humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			Window treatments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
147.	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wood-burning stove	<input type="checkbox"/>	<input type="checkbox"/>
148.	Garage door opener (GDO) ..	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired)	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
149.	Garage auto reverse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
150.	GDO remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
151.	Garbage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>

152. Comments: _____

153. _____

154. E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

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

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

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

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

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



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

165. Property located at 5014 1st Ave S Minneapolis.

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

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

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

170. (See Well Disclosure Statement.)

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

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

174. **G. PROPERTY TAX TREATMENT:**

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

176. (Check appropriate box.)

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

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

181. Additional comments: _____

182. _____

183. _____

184. **Preferential Property Tax Treatment**

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

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

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

188. Explain: _____

189. _____

190. _____

191. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

195. (See Methamphetamine Production Disclosure Statement.)

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

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

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

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207. **K. CEMETERY ACT:**

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

211. To your knowledge, are you aware of any human remains, burials or cemeteries located
 212. on the property? Yes No

213. If "Yes," please explain: _____

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

218. **L. ENVIRONMENTAL CONCERNS:**

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

- | | | | | | |
|---------------------------------------|---|--|-------------------------------|------------------------------|--|
| 221. Animal/Insect/Pest Infestations? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Lead? (e.g., paint, plumbing) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 222. Asbestos? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Mold? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 223. Diseased trees? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Radon? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 224. Formaldehyde? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Soil problems? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 225. Hazardous wastes/substances? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Underground storage tanks? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 226. Other? _____ | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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

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

230. Give details to any question answered "Yes": Have had house treated for
 231. bats & squirrels; had diseased tree removed.

232. _____
 233. _____
 234. _____

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

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

238. If "Yes," explain below: _____

239. _____
 240. _____
 241. _____
 242. _____
 243. _____

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

246. Property located at 5014 1st Ave S Minneapolis.

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

250. Examples of exterior moisture sources may be

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

255. Examples of interior moisture sources may be

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

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

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

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

277. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
278. Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

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

284. **P. ADDITIONAL COMMENTS:** _____

285. _____

286. _____

287. _____

288. _____

289. _____

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

292. Property located at 5014 1st Ave S Minneapolis.

293. **Q. MN STATUTES 513.52 THROUGH 513.60:**

294. **Exceptions**

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

- 296. (1) real property that is not residential real property;
- 297. (2) a gratuitous transfer;
- 298. (3) a transfer pursuant to a court order;
- 299. (4) a transfer to a government or governmental agency;
- 300. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 301. (6) a transfer to heirs or devisees of a decedent;
- 302. (7) a transfer from a cotenant to one or more other co-tenants;
- 303. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 304. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 306. (10) a transfer of newly constructed residential property that has not been inhabited;
- 307. (11) an option to purchase a unit in a common interest community, until exercised;
- 308. (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);
- 310. (13) a transfer to a tenant who is in possession of the residential real property; or
- 311. (14) a transfer of special declarant rights under section 515B.3-104.

312. **Waiver**

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

316. **No Duty to Disclose**

- 317. A. There is no duty to disclose the fact that the property
 - 318. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 - 319. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 320. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 - 321. (3) is located in a neighborhood containing any adult family home, community-based residential facility or
 - 322. nursing home.
- 323. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
324. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
325. manner, provides a written notice that information about the predatory offender registry and persons registered
326. with the registry may be obtained by contacting the local law enforcement agency where the property is
327. located or the Department of Corrections.
- 328. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A
329. and B for property that is not residential property.

330. **D. Inspections.**

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

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341. Property located at 5014 1st Ave S Minneapolis

342. **R. SELLER'S STATEMENT:**

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

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

347. Carol Johnson 6/10/13
 (Seller) Carol Johnson (Date) (Seller) (Date)

348. **S. BUYER'S ACKNOWLEDGEMENT:**

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

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

352. _____
 (Buyer) (Date) (Buyer) (Date)

353. **T. SELLER'S ACKNOWLEDGMENT** *(To be signed at time of purchase agreement.):* Seller is obligated to continue
 354. to notify Buyer, in writing, of any facts which differ from the facts disclosed herein (new or changed) of which Seller
 355. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended
 356. use of the property that occur up to the time of closing.

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

359. _____
 360. _____
 361. _____
 362. _____
 363. _____
 364. _____
 365. _____
 366. _____

367. _____
 (Seller) Carol Johnson (Date) (Seller) (Date)

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



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

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
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1. Date 6.10.13
2. Page

3. Addendum to Purchase Agreement between parties, dated
4. pertaining to the purchase and sale of the property at 5014 1st Ave S
5. Minneapolis, MN 55419

Section I: Lead Warning Statement

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

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):
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 Buyer 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.

Buyer's Acknowledgment (initial)

- (c) Buyer has received copies of all information listed under (b) above.
(d) Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.
(e) Buyer 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 on page 2); or
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-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 5014 1st Ave S Minneapolis, MN 55419

40. Real Estate Licensee's Acknowledgement (initial)

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

43. Certification of Accuracy

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

46. [Signature] [Date] (Seller) Carol Johnson (Date) (Buyer) (Date)

47. (Seller) (Date) (Buyer) (Date)

48. [Signature] [Date] (Real Estate Licensee) Laurie 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)

