

**PURCHASE AGREEMENT**

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1. Date 05/30/2018

2. Page 1

3. BUYER (S): \_\_\_\_\_

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. Ten Thousand Dollars (\$ 10,000.00 )

7. shall be delivered to listing broker, or, if checked, to  \_\_\_\_\_ no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at

9. Street Address: 6555 Quinn Avenue NW

10. City of South Haven, County of Wright

11. State of Minnesota, legally described as

12. SECT-32 TWP-121 RANGE-028 UNPLATTED LAND SOUTHSIDE TWP 29.10 AC TH PRT OF SE1/4OF NE1/4N330FT OF GOV LT1DES BEG NW COR OF SE1/4OF NE1/4TH S03D02'49"E ALG W LN907.09FT TO N LN OF S400FT OF SD SE1/4OF

13. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering system; shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; environmental remediation system (e.g., radon, vapor intrusion); sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

14. Range, refrigerator, washer, dryer

15. Notwithstanding the foregoing, leased fixtures are not included.

16. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

17. \_\_\_\_\_

**PURCHASE PRICE:**

18. Seller has agreed to sell the Property to Buyer for the sum of (\$ \_\_\_\_\_ ) Dollars,

19. which Buyer agrees to pay in the following manner:

20. 1. \_\_\_\_\_ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;

21. 2. \_\_\_\_\_ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

22. 3. 0 percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

23. 4. 0 percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

**CLOSING DATE:**

24. The date of closing shall be July 16th, 20 18



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47. Property located at 6555 Quinn Avenue NW South Haven MN 55382

MORTGAGE FINANCING:

48. This Purchase Agreement [ ] IS [X] IS NOT subject to the mortgage financing provisions below. If IS, complete the (Check one.)

49. MORTGAGE FINANCING section below. If IS NOT, proceed to the SELLER'S CONTRIBUTIONS TO BUYER'S COSTS section.

50. Such mortgage financing shall be: (Check one.)

51. [ ] FIRST MORTGAGE only [ ] FIRST MORTGAGE AND SUBORDINATE FINANCING.

52. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

53. [ ] CONVENTIONAL

54. [ ] DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED

55. [ ] FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED

56. [ ] MINNESOTA HOUSING FINANCE AGENCY ("MHFA")

57. [ ] PRIVATELY INSURED CONVENTIONAL

58. [ ] UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT

59. [ ] OTHER \_\_\_\_\_

60. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than \_\_\_\_\_ years, with an initial interest rate at no more \_\_\_\_\_ percent (%) per annum. The mortgage application IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance Date of this Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.

61. MORTGAGE FINANCING CONTINGENCY: This Purchase Agreement is contingent upon the following and applies to the first mortgage and any subordinate financing. (Check one.)

62. [X] If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not close on the closing date specified, 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 [X] FORFEITED TO SELLER. (Check one.)

63. NOTE: If this Purchase Agreement is subject to DVA or FHA financing, FORFEITED TO SELLER may be prohibited. See the following DVA and FHA Escape Clauses.

64. [ ] Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before \_\_\_\_\_, 20\_\_\_\_\_.

65. For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close the loan.

66. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below, are deemed accepted by Buyer:

- 67. (a) work orders agreed to be completed by Seller;
- 68. (b) any other financing terms agreed to be completed by Seller here; and
- 69. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

70. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

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95. Property located at 6555 Quinn Avenue NW South Haven MN 55382

96. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement canceled  
97. if the reason this Purchase Agreement does not close was due to:  
98. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
99. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
100. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as  
101. specified in the contingency for sale and closing of Buyer's property.

102. If the Written Statement is not provided by the date specified on line 76, Seller may, at Seller's option, declare this  
103. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
104. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
105. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
106. directing all earnest money paid here to be refunded to Buyer.

107. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
108. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
109. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
110. money paid here to be refunded to Buyer.

111. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:  
112. *(Check one.)*

113.  **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**  
114.  **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

115. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty  
116. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to  
117. \$ \_\_\_\_\_ to make repairs as required by the lender commitment. If the lender commitment  
118. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the  
119. following options:  
120. (a) making the necessary repairs; or  
121. (b) negotiating the cost of making said repairs with Buyer; or  
122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow  
125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

126.  **SELLER**  **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
-----*(Check one.)*-----

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur  
129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance  
130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the  
131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the  
132. appraised value of the Property as not less than \$ \_\_\_\_\_  
(sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/  
136. herself that the price and condition of the Property are acceptable."

137. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and  
138. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_  
139. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.



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141. Property located at 6555 Quinn Avenue NW South Haven MN 55382

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid  
143. at the closing of this transaction as follows:

144. \_\_\_\_\_ paid by Buyer  **AT CLOSING**  **ADDED TO MORTGAGE AMOUNT**  
-----*(Check one.)*-----

145. \_\_\_\_\_ paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,  
148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest  
149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase  
150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The  
151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without  
152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**  
154. **annual installments of special assessments certified to yearly taxes.**

155. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

156. \_\_\_\_\_

**SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

158. Seller  **IS**  **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: *(Check one.)*  
-----*(Check one.)*-----

159.  \$ \_\_\_\_\_

160.  \_\_\_\_\_ percent (%) of the sale price

161.  \_\_\_\_\_ percent (%) of the mortgage amount

162. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,  
163. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any  
164. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's  
165. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained  
166. by Seller.

167. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**  
168. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

**INSPECTIONS:**

170. Buyer has been made aware of the availability of Property inspections. Buyer  **Elects**  **Declines** to have a Property  
171. inspection performed at Buyer's expense. -----*(Check one.)*-----

172. This Purchase Agreement  **IS**  **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to  
-----*(Check one.)*-----

173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase  
174. Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall**  
175. **satisfy Buyer as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement,  
176. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original  
177. condition or otherwise damages the Property.

178. Seller  **DOES**  **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).  
-----*(Check one.)*-----

179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's  
180. intrusive testing at Buyer's sole expense.

181. Seller will provide access to attic(s) and crawlspace(s).

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183. Property located at 6555 Quinn Avenue NW South Haven MN 55382

184. All inspection(s), test(s), and resulting negotiations, if any, shall be done within \_\_\_\_\_ Calendar Days of Final  
185. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based  
186. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of  
187. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,  
188. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
189. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before  
190. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase  
191. Agreement shall be in full force and effect.

192. Seller, or licensee representing or assisting Seller,  **SHALL**  **SHALL NOT** have the right to continue to offer  
193. the Property for sale until this Inspection Contingency is removed.  
------(Check one.)-----

194. **OTHER INSPECTION ITEMS:** \_\_\_\_\_

195. \_\_\_\_\_

196. \_\_\_\_\_

197. \_\_\_\_\_

**SALE OF BUYER'S PROPERTY:**

198. (Check one.)

200.  1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*  
201. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

202. OR

203.  2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
204. \_\_\_\_\_, which is scheduled to close on

205. \_\_\_\_\_, 20 \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
206. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
207. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
208. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
209. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
210. Agreement, if applicable.

211. OR

212.  3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale  
213. and closing on any other property.

**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

215. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years  
216. including all penalties and interest.

217. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  \_\_\_\_\_ 12ths OF  **ALL**  **NO** real estate taxes due  
218. and payable in the year of closing.  
------(Check one.)-----

219. Seller shall pay  **PRORATED TO DAY OF CLOSING**  \_\_\_\_\_ 12ths OF  **ALL**  **NO** real estate taxes due and  
220. payable in the year of closing.  
------(Check one.)-----

221. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller  **SHALL**  **SHALL NOT**  
222. pay the difference between the homestead and non-homestead.  
------(Check one.)-----

223. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which  
224. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.



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227 DEFERRED TAXES/SPECIAL ASSESSMENTS:

228. [ ] BUYER SHALL PAY [X] SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

229. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

230. [X] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [ ] SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

231. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

233. [X] BUYER SHALL ASSUME [ ] SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Purchase Agreement.

234. of the date of this Purchase Agreement.

235. [X] BUYER SHALL ASSUME [ ] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

236. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

239. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

241. As of the date of this Purchase Agreement, Seller represents that Seller [ ] HAS [X] HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement 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.

242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement 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.

251. ADDITIONAL PROVISIONS:

252. PREVIOUSLY WRITTEN PURCHASE AGREEMENT: This Purchase Agreement [ ] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated \_\_\_\_\_, 20\_\_\_\_.

253. cancellation of a previously written purchase agreement dated \_\_\_\_\_, 20\_\_\_\_.

254. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_, 20\_\_\_\_.

255. If said cancellation is not obtained by said date, 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.)

258. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

259. [X] Warranty Deed, [ ] Personal Representative's Deed, [ ] Contract for Deed, [ ] Trustee's Deed, or

260. [ ] Other: \_\_\_\_\_ Deed joined in by spouse, if any, conveying marketable title, subject to

261. (a) building and zoning laws, ordinances, and state and federal regulations;

262. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

263. (c) reservation of any mineral rights by the State of Minnesota;

264. (d) utility and drainage easements which do not interfere with existing improvements;

265. (e) rights of tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_

266. \_\_\_\_\_; and

267. (f) others (must be specified in writing): \_\_\_\_\_

268. \_\_\_\_\_

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270. Property located at 6555 Quinn Avenue NW South Haven MN 55382

271. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

272.  **IMMEDIATELY AFTER CLOSING;** or

273.  **OTHER:** \_\_\_\_\_

274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
275. by possession date.

276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service  
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")  
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase  
279. Agreement.

280. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and  
281. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of  
282. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

283. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

284. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if  
285. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
286. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or  
287. assisting Seller, upon cancellation of this Purchase Agreement; and

288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including  
289. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's  
290. title opinion at Buyer's selection and cost and provide a copy to Seller.

291. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs  
292. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the  
293. following:

294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty  
295. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In  
296. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing  
297. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to  
298. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is  
299. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
300. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be  
301. refunded to Buyer.

302. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
303. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller  
304. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as  
305. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines  
306. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

307. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,  
308. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with  
309. construction, alteration, or repair of any structure on, or improvement to, the Property.

310. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller  
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
313. such notices received by Seller shall be provided to Buyer immediately.

314. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided  
315. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
316. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

317. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or  
318. inspections agreed to here.

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320. Property located at 6555 Quinn Avenue NW South Haven MN 55382
321. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of  
322. closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If  
323. the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled,  
324. at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase  
325. Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation  
326. and directing all earnest money paid here to be refunded to Buyer.
327. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
328. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)  
329. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)  
330. ending at 11:59 P.M. on the last day.
331. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
332. stated elsewhere by the parties in writing.
333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.
334. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money  
335. from the Earnest Money Holder's trust account:  
336. (a) at or upon the successful closing of the Property;  
337. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*  
338. *Agreement* executed by both Buyer and Seller;  
339. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or  
340. (d) upon receipt of a court order.
341. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
342. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
343. shall affirm the same by a written cancellation agreement.
344. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions  
345. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any  
346. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may  
347. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase  
348. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN  
349. Statute 559.217, Subd. 4.
350. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
351. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
352. performance, such action must be commenced within six (6) months after such right of action arises.
353. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
354. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained  
355. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota  
356. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at  
357. [www.corr.state.mn.us](http://www.corr.state.mn.us).

358. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**  
359. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**  
360. **THIS PURCHASE AGREEMENT.**
361. BUYER HAS RECEIVED A: (Check any that apply.)  **DISCLOSURE STATEMENT: SELLER'S PROPERTY**  
362. **DISCLOSURE STATEMENT** OR A  **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
363. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or  
364. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if  
365. any.
366. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
367. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY  
368. AND ITS CONTENTS.



**PURCHASE AGREEMENT**

369. Page 9 Date 05/30/2018

370. Property located at 6555 Quinn Avenue NW South Haven MN 55382

371. **(Check appropriate boxes.)**

372. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

373. CITY SEWER  YES  NO / CITY WATER  YES  NO

374. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

375. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
 -----(Check one.)-----

376. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

377. *Statement: Subsurface Sewage Treatment System.*)

378. **PRIVATE WELL**

379. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.  
 -----(Check one.)-----

380. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

381. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
 -----(Check one.)-----

382. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

383. (If answer is **IS**, see attached *Addendum.*)

384. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

385. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**

386. **TREATMENT SYSTEM.**

387. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/

388. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,

389. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. *(Check one.)*

390.  A Home Protection/Warranty Plan will be obtained by  BUYER  SELLER and paid for by  
 -----(Check one.)-----

391.  BUYER  SELLER to be issued by \_\_\_\_\_  
 -----(Check one.)-----

392. at a cost not to exceed \$ \_\_\_\_\_.

393.  No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect

394. to purchase a Home Protection/Warranty Plan.

395. **AGENCY NOTICE**

396. Mark T Lampi is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

397. Lampi Auctioneers Inc  
 (Real Estate Company Name)

398. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
 (Licensee) -----(Check one.)-----

399. \_\_\_\_\_  
 (Real Estate Company Name)

400. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**



**PURCHASE AGREEMENT**

401. Page 10 Date 05/30/2018

402. Property located at 6555 Quinn Avenue NW South Haven MN 55382

**DUAL AGENCY REPRESENTATION**

403. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

404.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 406-422.*

405.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 407-422.*

406. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that

407. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

408. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

409. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

410. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.

411. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

412. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

413. Date \_\_\_\_\_ Date \_\_\_\_\_

414. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

415. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

416. **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. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

417. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.

418. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

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

420. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

**PURCHASE AGREEMENT**

448. Page 11 Date 05/30/2018

449. Property located at 6555 Quinn Avenue NW South Haven MN 55382

450. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
451. transaction constitute valid, binding signatures.

452. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
453. must be delivered.

454. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
455. for deed.

456. **OTHER:** \_\_\_\_\_

457. \_\_\_\_\_

458. \_\_\_\_\_

459. \_\_\_\_\_

460. \_\_\_\_\_

461. \_\_\_\_\_

462. \_\_\_\_\_

463. \_\_\_\_\_

464. \_\_\_\_\_

465. \_\_\_\_\_

466. \_\_\_\_\_

467. \_\_\_\_\_

468. \_\_\_\_\_

469. \_\_\_\_\_

470. \_\_\_\_\_

471. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

472. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 473.  Addendum to Purchase Agreement
- 474.  Addendum to Purchase Agreement: Assumption Financing
- 475.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 477.  Addendum to Purchase Agreement: Contract for Deed Financing
- 479.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 480. \_\_\_\_\_
- 481.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 482.  Addendum to Purchase Agreement: Short Sale Contingency
- 483.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency



**PURCHASE AGREEMENT**

484. Page 12 Date 05/30/2018

485. Property located at 6555 Quinn Avenue NW South Haven MN 55382

486. I, the owner of the Property, accept this Purchase  
487. Agreement and authorize the listing broker to withdraw  
488. said Property from the market, unless instructed  
489. otherwise in writing.  
490. **I have reviewed all pages of this Purchase Agreement.**

I agree to purchase the Property for the price and on  
the terms and conditions set forth above.  
**I have reviewed all pages of this Purchase  
Agreement.**

491.  **If checked, this Purchase Agreement is subject to**  
492. **attached Addendum to Purchase Agreement:**  
493. **Counteroffer.**

494. **FIRPTA:** Seller represents and warrants, under penalty  
495. of perjury, that Seller  **IS**  **IS NOT** a foreign person (i.e., a  
-----*(Check one.)*-----  
496. non-resident alien individual, foreign corporation, foreign  
497. partnership, foreign trust, or foreign estate for purposes of  
498. income taxation. *(See lines 428-441.)* This representation  
499. and warranty shall survive the closing of the transaction  
500. and the delivery of the deed.

501. **X** \_\_\_\_\_  
(Seller's Signature) (Date)

**X** \_\_\_\_\_  
(Buyer's Signature) (Date)

502. **X** \_\_\_\_\_  
(Seller's Printed Name)

**X** \_\_\_\_\_  
(Buyer's Printed Name)

503. **X** \_\_\_\_\_  
(Marital Status)

**X** \_\_\_\_\_  
(Marital Status)

504. **X** \_\_\_\_\_  
(Seller's Signature) (Date)

**X** \_\_\_\_\_  
(Buyer's Signature) (Date)

505. **X** \_\_\_\_\_  
(Seller's Printed Name)

**X** \_\_\_\_\_  
(Buyer's Printed Name)

506. **X** \_\_\_\_\_  
(Marital Status)

**X** \_\_\_\_\_  
(Marital Status)

507. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
508. is the date on which the fully executed Purchase Agreement is delivered.

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

511. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**  
512. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**  
513. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

514. **SELLER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_

515. **SELLER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_



## DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2.

### ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use  
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing  
5. to binding arbitration, **you give up your right to go to court.** By signing the RESIDENTIAL REAL PROPERTY  
6. ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the  
7. Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement  
8. ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is  
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.  
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still be**  
11. **valid whether or not you sign the ARBITRATION AGREEMENT.**

12. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It  
13. is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS  
14. and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of  
15. NCDS.

16. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding  
17. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims  
18. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under  
19. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to  
20. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that  
21. regulates the real estate profession, about licensee compliance with state law.

22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more  
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed  
24. in conciliation court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive  
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The  
26. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

27. **A request for arbitration must be filed within 24 months of the date of the closing on the property or**  
28. **else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month**  
29. **limitation period provided herein.**

30. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with  
31. NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator  
32. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request  
33. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,  
34. architecture, engineering, construction or other related fields.

35. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days  
36. in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five  
37. (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or  
38. testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must  
39. be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the  
40. parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying  
41. an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

42. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general**  
43. **overview of the Arbitration System rules.** For specific information regarding the administrative fee, please see the  
44. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling  
45. (800) 777-8119 or (866) 727-8119 or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions  
46. about arbitration, call NCDS at (800) 777-8119 or (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**

47. Page 2

48. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**  
49. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

50. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

51. For the property located at 6555 Quinn Avenue NW

52. City of South Haven, County of Wright, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or  
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*  
55. dated May 30th, 20 18, including claims of fraud, misrepresentation, warranty and  
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service  
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®  
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the  
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This  
60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is  
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to  
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a  
63. broker shall bind the broker and all licensees of that broker.

64. \_\_\_\_\_ (Seller's Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer's Signature) \_\_\_\_\_ (Date)

65. \_\_\_\_\_ (Seller's Printed Name) \_\_\_\_\_ (Buyer's Printed Name)

66. \_\_\_\_\_ (Seller's Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer's Signature) \_\_\_\_\_ (Date)

67. \_\_\_\_\_ (Seller's Printed Name) \_\_\_\_\_ (Buyer's Printed Name)

68. \_\_\_\_\_ (Licensee Representing or Assisting Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Licensee Representing or Assisting Buyer) \_\_\_\_\_ (Date)  
**Mark T Lampi**

69. Lampi Auctioneers Inc \_\_\_\_\_ (Company Name) \_\_\_\_\_ (Company Name)

70. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**  
71. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (2/16)

**DISCLOSURE STATEMENT: SELLER'S  
PROPERTY DISCLOSURE STATEMENT**

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- 1. Date 05/07/2018
- 2. Page 1 of \_\_\_\_\_ 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 6555 Quinn Ave NW

34. City of South Haven, County of Wright, 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 July 30, 1990 did you  **Acquire**  **Build** the home?  
------(Check one)-----

37. (2) Type of title evidence:  Abstract  Registered (Torrens)  Unknown

38. Location of Abstract: \_\_\_\_\_

39. Is there an existing Owner's Title Insurance Policy?  Yes  No

40. (3) Have you occupied this home continuously during your ownership?  Yes  No

41. If "No," explain: \_\_\_\_\_

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

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

44. (6) Does the property include a manufactured home?  Yes  No

45. If "Yes," HUD #(s) is/are \_\_\_\_\_

46. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation?  Yes  No



DISCLOSURE STATEMENT: SELLER'S  
PROPERTY DISCLOSURE STATEMENT

47. Page 2

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

49. Property located at 6555 Quinn Ave NW South Haven MN 55382

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

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

53. (a) Do you know which zone the property is located in?  Yes  No

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

55. (b) Have you ever had a flood insurance policy?  Yes  No

56. If "Yes," is the policy in force?  Yes  No

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

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

59. (c) Have you ever had a claim with a flood insurance carrier or FEMA?  Yes  No

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

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

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

67. Are there any  
68. (9) encroachments?  Yes  No

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

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

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

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

75. driveway easement

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

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

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

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

81. If "Yes," give details of what happened and when: Hail damage to roof

82. \_\_\_\_\_

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

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

86. \_\_\_\_\_

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

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

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



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

92. Property located at 6555 Quinn Ave NW South Haven MN 55382

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

96. \_\_\_\_\_  
97. \_\_\_\_\_

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

100. If "Yes," please explain: Shed added to old shed. Wired for  
101. 220. Concret in shed and sidewalk.

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

104. If "Yes," please explain: \_\_\_\_\_  
105. \_\_\_\_\_

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

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

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

110. If "Yes," indicate type Dog Cat Bird and number \_\_\_\_\_

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

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

114. (a) cracked floor/walls? <input type="checkbox"/> Yes <input type="checkbox"/> No	(e) leakage/seepage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
115. (b) drain tile problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(f) sewer backup? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
116. (c) flooding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(g) wet floors/walls? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
117. (d) foundation problem? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(h) other? _____ <input type="checkbox"/> Yes <input type="checkbox"/> No

118. Give details to any questions answered "Yes": \_\_\_\_\_  
119. \_\_\_\_\_  
120. \_\_\_\_\_

121. (8) THE ROOF:

122. (a) What is the age of the roofing material?  
123. Home: 2010 years Garage(s)/Outbuilding(s): 2010 years

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

128. Give details to any questions answered "Yes": Hail damage to roof  
129. replaced in 2010

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

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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): Steel some brick
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": \_\_\_\_\_
139. \_\_\_\_\_

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 items unless otherwise noted in comments below. Personal property is included in the sale **ONLY IF** specifically referenced in the *Purchase Agreement*.

144. **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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
148. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window				<input type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned			
149. Air exchange system.....	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Security system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
156. Doorbell.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar collectors.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
157. Drain tile system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
158. Electrical system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159. Environmental remediation system				Trash compactor.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
160. (e.g., radon, vapor intrusion).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV antenna system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161. Exhaust system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
162. Fire sprinkler system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV receiver.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
163. Fireplace.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
164. Fireplace mechanisms.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
165. Freezer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
166. Furnace humidifier.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water purification system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
167. Garage door auto reverse.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
168. Garage door opener.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water softener.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169. Garage door opener remote.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned			
170. Garbage disposal.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171. Heating system (central).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172. Heating system (supplemental).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
173. Incinerator.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Window treatments.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
174. Intercom.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wood-burning stove.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175. Lawn sprinkler system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

181. Property located at 6555 Quinn Ave NW South Haven MN 55382
182. Are there any items or systems on the property connected or controlled wirelessly, via internet protocol ("IP"), to  
183. a router or gateway or directly to the cloud?  Yes  No
184. Comments regarding issues in Section C: \_\_\_\_\_
185. \_\_\_\_\_
186. **D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**  
187. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)  
188. Seller certifies that Seller  **DOES**  **DOES NOT** know of a subsurface sewage treatment system on or serving  
189. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see  
190. *Disclosure Statement: Subsurface Sewage Treatment System.*)  
191.  There is an abandoned subsurface sewage treatment system on the above-described real property.  
192. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)
193. **E. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)  
194. (Check appropriate box.)  
195.  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.  
197. (See *Disclosure Statement: Well.*)
198. Are there any wells serving the above-described property that are not located on the  
199. property?  Yes  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**  **IS NOT** an exclusion from market value for home improvements on this property. Any  
208. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for  
209. property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the  
210. 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?  
215. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve, Veterans' Benefits,  
216. Non-Profit Status)  Yes  No  
217. If "Yes," would these terminate upon the sale of the property?  Yes  No  
218. Explain: \_\_\_\_\_  
219. \_\_\_\_\_

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

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

226. Seller represents that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,  
-----*(Check one.)*-----

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

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

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

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

239. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

243. *(See Disclosure Statement: Methamphetamine Production.)*

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

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

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

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

256. Are you aware of any human remains, burials, or cemeteries located on the property?  Yes  No

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

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

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

263. (1) Animal/Insect/Pest Infestation?  Yes  No (6) Lead? (e.g., paint, plumbing)  Yes  No

264. (2) Asbestos?  Yes  No (7) Mold?  Yes  No

265. (3) Diseased trees?  Yes  No (8) Soil problems?  Yes  No

266. (4) Formaldehyde?  Yes  No (9) Underground storage tanks?  Yes  No

267. (5) Hazardous waste/substances?  Yes  No

268. (10) Other? \_\_\_\_\_  Yes  No

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

271. Property located at 6555 Quinn Ave NW South Haven MN 55382

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

274. (12) Are you aware if there are currently, or have previously been, any orders issued on the  
275. property by any governmental authority ordering the remediation of a public  
276. health nuisance on the property?  Yes  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  
283. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having  
284. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily  
285. 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  
287. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.  
288. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading  
289. cause overall. The seller of any interest in residential real property is required to provide the buyer with any  
290. information on radon test results of the dwelling.

291. RADON IN REAL ESTATE: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota  
292. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and  
293. can be found at [www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf](http://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  
295. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN  
296. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by  
297. the court. Any such action must be commenced within two years after the date on which the buyer closed the  
298. 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  
300. knowledge.

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

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

304. \_\_\_\_\_  
305. \_\_\_\_\_

306. (c) There  IS  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  
308. description and documentation.

309. \_\_\_\_\_  
310. \_\_\_\_\_

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

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

314. Property located at 6555 Quinn Ave NW South Haven MN 55382

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. 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).

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

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363. Q. ADDITIONAL COMMENTS:

364.

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);
380. (13) a transfer to a tenant who is in possession of the residential real property; or
381. (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 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 prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit, or abridge any obligation for seller disclosure created by any other law.

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

**DISCLOSURE STATEMENT: SELLER'S  
PROPERTY DISCLOSURE STATEMENT**

412. Page 10

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

414. Property located at 6555 Quinn Ave NW South Haven MN 55382

**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.**  
425. **To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.**  
426.  
427.

428. \_\_\_\_\_  
(Seller) (Date) (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**  
438. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:DS:SPDS-10 (8/16)



# 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.

 **Minnesota**  
Department of Health

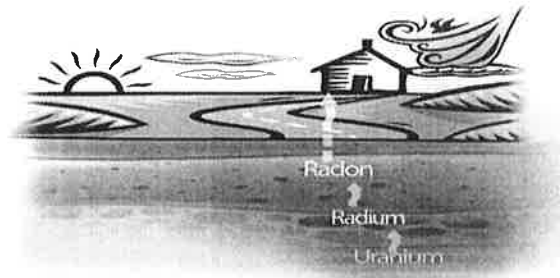
**INDOOR AIR UNIT**

## 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



Instantaneous

## 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.

Radon Test Result = 2.3 pCi/L

Test Started 01/21/07 at 1:00 pm  
Test Ended 01/24/07 at 11:00 pm  
Closed house conditions maintained during test.

Location Basement

|||||  
FREDERICK C WANDERSEE  
6555 QUINN AVE NW  
SOUTH HAVEN, MN 55382

### INTERPRETING YOUR TEST RESULT

With results in this range (2.0 to 3.9 pCi/L) the USEPA recommends that you conduct further tests to determine the true annual average. If the result remains between 2 and 4 there is little short-term risk, but you should consider fixing your home. Additionally, if you make any structural changes or start to use a lower level of the building more frequently, you should test again.

You may be able to obtain additional information about radon related subjects by calling your **state radon officer at 800-798-9050**. Or call the "Radon Fix-It Line" at 800-644-6999 Monday thru Friday between NOON and 8 pm EST

**This test result reflects the amount of radon measured in this sample AFTER it arrived at our laboratory. All analysis computations are automatically adjusted to reflect the length of test, the amount of moisture in the sample, time from the end of test, and the amount of radiation measured.**

**If ALL the test instructions were carefully followed, then it is reasonable to assume this is an accurate assessment of the average level of the radon this sample was exposed to during the time indicated on the test packet.**

## READ THIS FIRST

This result has been rounded to one-tenth (0.1) of a pCi/L (picoCurie per liter), the most common method of reporting radon in air.

### NEXT...PLEASE...READ

everything (printed in black) under the heading "INTERPRETING YOUR TEST RESULT"

Visit our web site: <http://www.radon.com> for additional radon related information.

#### Your health risk

The primary health risk from long-term exposure to radon is lung cancer. The risk of developing a lung cancer from radon exposure depends **both** on **how much** radon is present **and** **how long** you are exposed to radon. The higher the radon level **or** the longer the time of exposure, **even if the levels are relatively low**, the greater the risk. Exposures up to 4 pCi/L may present some risk of contracting lung cancer to more sensitive occupants, especially children. Recently the US Congress set as a goal the lowering of radon levels in buildings to equal the levels of outside air.

#### What is a picoCurie

For those interested in the numbers, a picoCurie is 0.000,000,000,001 (one-trillionth) of a Curie, an international measurement unit of radioactivity. One pCi/L means that in one liter of air there will be 2.2 radioactive disintegrations each minute. For example, at 4 pCi/L there will be approximately 12,672 radioactive disintegrations in **one liter of air**, during a 24-hour period.

#### Conducting Follow-up Measurements

USEPA protocol describes two general types of radon measurements: short-term tests conducted from 48 hours up to 90 days, and long-term tests that last from 90 to 365 days. Your first test (initial/screening) should be a short-term "worst-case" screening to see if there is a potential for high exposure to radon. Screening tests should be conducted under **closed-building conditions, in the lowest lived-in area in the house**, because the highest concentrations of radon will usually be found in a room closest to the underlying soil. Tests made under these conditions are less likely to miss a house with a potential for high concentrations. On the other hand, if the results of worst-case screening tests are very low, there is a high probability that the **average annual concentrations** in the house are also low.

(OVER PLEASE)

**Most states have a radon office to assist citizens with questions about radon. They offer information on radon and radon reduction techniques. Most also keep a list of qualified radon mitigation businesses. If you have access to the internet, you can visit our web site: <http://www.radon.com> for a direct link to the US EPA and other important radon sites.**

**DISCLOSURE STATEMENT: WELL**

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- 1. Date 05/07/2018
- 2. Page 1 of \_\_\_\_\_ pages: THE REQUIRED MAP
- 3. IS ATTACHED HERE AND MADE A PART OF THIS
- 4. DISCLOSURE

5. Minnesota Statute 1031.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

10. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.

15. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates wells for further information about these issues. For additional information on wells, please visit the Minnesota Department of Health's website at [www.health.state.mn.us](http://www.health.state.mn.us).

19. Instructions for completion of this form are on page three (3).

20. **PROPERTY DESCRIPTION:** Street Address: 6555 Quinn Ave NW

21. South Haven 55382 Wright  
 (City) (Zip) (County)

22. **LEGAL DESCRIPTION:** Sect-32TWP-121Range-028 unplatted Land Southside Twp-29.10 Ac  
TH PRT of SE 1/4 of NE 1/4 & N 330 FT of Gov L TIDES BEG NW COR  
of SE 1/4 of NE 1/4 TH S 03 D 0 2' 49" E ALG W LN 907.09 FT TO N LN  
of 5400 FT of SD

25. **WELL DISCLOSURE STATEMENT:** (Check appropriate boxes.)

26. Seller certifies that the following wells are located on the above-described real property.

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SHARED	SEALED
29. Well 1		<u>87'</u>	<u>1968</u>	<u>3"</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Well 2					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Well 3					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

32. Is this property served by a well not located on the property?  Yes  No

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

34. \_\_\_\_\_

35. **NOTE:** See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 102-113. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.

39. If the well is, "Shared":

40. (1) How many properties or residences does the shared well serve? \_\_\_\_\_

41. (2) Who manages the shared well? \_\_\_\_\_

42. (3) Is there a maintenance agreement for the shared well?  Yes  No

43. If "Yes," what is the annual maintenance fee? \$ \_\_\_\_\_

**DISCLOSURE STATEMENT: WELL**

45. Property located at 6555 Quinn Ave NW South Haven MN 55382

46. **OTHER WELL INFORMATION:**

47. Date well water last tested for contaminants: \_\_\_\_\_ Test results attached?  Yes  No

48. Contaminated Well: Is there a well on the property containing contaminated water?  Yes  No

49. Comments: \_\_\_\_\_

50. \_\_\_\_\_

51. \_\_\_\_\_

52. \_\_\_\_\_

53. \_\_\_\_\_

54. \_\_\_\_\_

55. \_\_\_\_\_

56. **SEALED WELL INFORMATION:** For each well designated as sealed above, complete this section.

57. When was the well sealed? \_\_\_\_\_

58. Who sealed the well? \_\_\_\_\_

59. Was a Sealed Well Report filed with the Minnesota Department of Health?  Yes  No

60. **MAP: Complete the attached Location Map showing the location of each well on the real property.**

61. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(ies) in  
62. this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

63. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*

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

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

75. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date)

76. **BUYER'S ACKNOWLEDGEMENT:** *(To be signed at time of purchase agreement.)*

77. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Well* and *Location Map* and  
78. agree that no representations regarding facts have been made other than those made above.

79. \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

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

## DISCLOSURE STATEMENT: WELL

81. Page 3

### 82. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

83. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise  
84. constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater.

85. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been  
86. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this  
87. date, you should have the unique well number in your property records. If you are unable to locate your unique well  
88. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number  
89. is available, please indicate the depth and year of construction for each well.

90. **WELL TYPE:** Use one of the following terms to describe the well type.

91. ✓ **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use. Examples  
92. of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal wells.

93. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically  
94. large-diameter wells connected to a large pressure distribution system.

95. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is  
96. typically used to access groundwater for the extraction of samples.

97. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction  
98. or use of underground spaces.

99. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract  
100. groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat  
101. loops).

102. **WELL USE STATUS:** Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.

103. ✓ **IN USE:** A well is "in use" if the well is operated on a daily, regular, or seasonal basis. A well in use includes  
104. a well that operates for the purpose of irrigation, fire protection, or emergency pumping.

105. **NOT IN USE:** A well is "not in use" if the well does not meet the definition of "in use" above and has not been  
106. sealed by a licensed well contractor.

107. **SEALED:** A well is "sealed" if a licensed contractor has completely filled a well by pumping grout material  
108. throughout the entire bore hole after removal of any obstructions from the well. A well is "capped" if it has  
109. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry  
110. into the well. A "capped" well is not a "sealed" well.

111. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing  
112. contractor, check the well status as "not in use."

113. If you have any questions, please contact the Minnesota Department of Health, Well Management Section,  
114. at (651) 201-4587 (metropolitan Minneapolis–St. Paul) or 1-800-383-9808 (greater Minnesota).

MN-DS:W-3 (8/17)

**DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM**

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- 1. Date 05/07/2018
- 2. Page 1 of \_\_\_\_\_ pages:
- 3. THE REQUIRED MAP IS ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at 6555 Quinn Ave NW in the City of South Haven  
6. County of Wright State of Minnesota, legally described as follows or on  
7. attached sheet (the "Property") \_\_\_\_\_

8. \_\_\_\_\_  
9. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any party(ies) in  
10. this transaction, and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

11. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE**  
12. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A**  
13. **CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.**

14. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses  
15. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on  
16. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any  
17. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person  
18. or entity in connection with any actual or anticipated sale of the Property.

19. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose  
20. the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had  
21. reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the  
22. system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection  
23. of costs from Seller. An action under this subdivision must be commenced within two years after the date on which  
24. Buyer closed the purchase of the real property where the system is located.

25. Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems.  
26. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates  
27. subsurface sewage treatment systems for further information about these issues.

28. The following are representations made by Seller(s) to the extent of Seller(s) actual knowledge. This information is a  
29. disclosure and is not intended to be part of any contract between Buyer and Seller.

30. **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** *(Check the appropriate boxes.)*

31. Seller certifies that the following subsurface sewage treatment system is on or serving the above-described Property.

32. TYPE: *(Check appropriate box(es) and indicate location on attached Location Map.)*

33.  Septic Tank:  with drain field  with mound system  seepage tank  with open end

34. Is this system a straight-pipe system?  Yes  No  Unknown

35.  Sealed System (holding tank)

36.  Other (Describe.): \_\_\_\_\_

37. Is the subsurface sewage treatment system(s) currently in use?  Yes  No

38. Is the above-described Property served by a subsurface sewage treatment system

39. not located on the Property?  Yes  No

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

41. \_\_\_\_\_

42. If "No," is subsurface sewage treatment system entirely within Property boundary lines,

43. including set back requirements? yes

44. Comments: \_\_\_\_\_



DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

45. Page 2

46. Property located at 6555 Quinn Ave NW South Haven MN 55382

47. Is the subsurface sewage treatment system(s) a shared system? [ ] Yes [X] No

48. If "Yes,"

49. (1) How many properties or residences does the subsurface sewage treatment system serve?

50. 1

51. (2) Is there a maintenance agreement for the shared subsurface sewage treatment system? [ ] Yes [X] No

52. If "Yes," what is the annual maintenance fee? \$

53. NOTE: If any water use appliance, bedroom, or bathroom has been added to the Property, the system may no longer comply with applicable sewage treatment system laws and rules.

55. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the compliance status of the subsurface sewage treatment system.

56. \_\_\_\_\_

57. \_\_\_\_\_

59. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.

60. When was the subsurface sewage treatment system installed? 1968

61. Installer Name/Phone \_\_\_\_\_

62. Where is tank located? Back side of house

63. What is tank size? \_\_\_\_\_

64. When was tank last pumped? 2015

65. How often is tank pumped? Every 3 years

66. Where is the drain field located? \_\_\_\_\_

67. What is the drain field size? \_\_\_\_\_

68. Describe work performed to the subsurface sewage treatment system since you have owned the Property.

69. Pumped out

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

71. Date work performed/by whom: \_\_\_\_\_

72. \_\_\_\_\_

73. Approximate number of: people using the subsurface sewage treatment system 2

75. showers/baths taken per week 1

76. wash loads per week 2

77. NOTE: Changes in the number of people using the subsurface sewage treatment system or volume of water used may affect the subsurface sewage treatment system performance.

79. Distance between well and subsurface sewage treatment system? \_\_\_\_\_

80. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?

81. (If "Yes," see attached notice.) [ ] Yes [X] No

82. Are there any known defects in the subsurface sewage treatment system? [ ] Yes [X] No

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

84. \_\_\_\_\_

85. \_\_\_\_\_



**DISCLOSURE STATEMENT: SUBSURFACE  
SEWAGE TREATMENT SYSTEM**

86. Page 3

87. Property located at 6555 Quinn Ave NW South Haven MN 55382

88. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*

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

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

100. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

101. **BUYER'S ACKNOWLEDGEMENT:** *(To be signed at time of purchase agreement.)*

102. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Subsurface Sewage Treatment*  
103. *System and Location Map* and agree that no representations regarding facts have been made other than those made  
104. above.

105. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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

MN-DS:SSTS-3 (8/17)

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

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1. Date 05/07/2018  
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3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_,  
4. pertaining to the purchase and sale of the property at 6555 Quinn Ave NW  
5. South Haven MN 55382

**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. JCW (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.  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
22. JCW (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.  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**

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39. Property located at 6555 Quinn Ave NW South Haven MN 55382

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40. **Real Estate Licensee's Acknowledgment** *(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.

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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]* \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

47. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

48. \_\_\_\_\_  
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

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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 here to be  
61. 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 (8/17)