

**SELLER'S DISCLOSURE ALTERNATIVES**

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1. Date 9/11/09

2. Page 1 of \_\_\_\_\_ pages

3. Property located at 3323 ALDRICH AVE. N.

4. City of MINNEAPOLIS, County of HENNEPIN, State of Minnesota.

5. **NOTICE**

6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the prospective Buyer (see *Seller's Property Disclosure Statement*) or satisfy one of the following two options:

9. (Select one option only.)

10. 1)  **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that  
11. discloses material information relating to the real property that has been prepared by a qualified third party.  
12. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or  
13. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice  
14. for the type of inspection or investigation that has been conducted by the third party in order to prepare the  
15. written report.

16. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information  
17. that is included in a written report, or material facts known by Seller that are not included in the  
18. report.

19. The inspection report was prepared by \_\_\_\_\_

20. \_\_\_\_\_

21. and dated \_\_\_\_\_, 20\_\_\_\_\_.

22. Seller discloses to Buyer the following material facts known by Seller that contradict any information included  
23. in the above referenced inspection report.

24. \_\_\_\_\_

25. \_\_\_\_\_

26. \_\_\_\_\_

27. \_\_\_\_\_

28. \_\_\_\_\_

29. Seller discloses to Buyer the following material facts known by Seller that are not included in the above  
30. referenced inspection report.

31. \_\_\_\_\_

32. \_\_\_\_\_

33. \_\_\_\_\_

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

35. \_\_\_\_\_

36. 2)  **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller  
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or  
39. abridge any obligation for Seller disclosure created by any other law.

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

42. Property located at 3323 ALDRICH AVE. N.

43. **OTHER REQUIRED DISCLOSURES:**

44. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also  
45. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.  
46. Additionally, there may be other required disclosures by federal, state, local or other governmental entities  
47. that are not listed below.

48. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system  
49. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

50. Seller certifies that Seller  DOES  DOES NOT know of a subsurface sewage treatment system on or serving  
51. the above-described real property. (If answer is DOES, and the system does not require a state permit, see  
52. *Subsurface Sewage Treatment System Disclosure Statement*.)

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

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

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

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

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

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

63. Contaminated Well: Is there a well on or serving the property that contains contaminated water?  Yes  No

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

65. Comments: \_\_\_\_\_

66. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 16)

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

71. Additional comments: \_\_\_\_\_

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

73. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

74. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

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

76.  Seller is aware that methamphetamine production has occurred on the property.  
77. (See *Methamphetamine Production Disclosure Statement*.)

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

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

84. Property located at 3323 ALDRICH AVE. N.

85. ~~83.~~ F. \_\_\_\_\_ Buyer has had the opportunity to review page four (4) of this Agreement.  
(Initial) (Initial)

86. **G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

87. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping  
88. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the  
89. sale of the home.

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

95. **I. SELLER'S STATEMENT:**

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

97. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
98. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

99. Richard P. Bork 9/11/07 \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

100. **J. BUYER'S ACKNOWLEDGEMENT:**

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

102. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form  
103. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding  
104. material facts have been made, other than those made in this form.

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

106. **K. ADDITIONAL DISCLOSURES:** \_\_\_\_\_

107. \_\_\_\_\_

108. \_\_\_\_\_

109. \_\_\_\_\_

110. **L. SELLER'S ACKNOWLEDGEMENT:**

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

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

114. \_\_\_\_\_

115. \_\_\_\_\_

116. \_\_\_\_\_

117. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

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

120. **M. OTHER INFORMATION:**

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

124. Examples of exterior moisture sources may be

- 125. • improper flashing around windows and doors,
- 126. • improper grading,
- 127. • flooding,
- 128. • roof leaks.

129. Examples of interior moisture sources may be

- 130. • plumbing leaks,
- 131. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 132. • overflow from tubs, sinks or toilets,
- 133. • firewood stored indoors,
- 134. • humidifier use,
- 135. • inadequate venting of kitchen and bath humidity,
- 136. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 137. • line-drying laundry indoors,
- 138. • houseplants—watering them can generate large amounts of moisture.

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

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

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

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota  
151. Association of REALTORS® web site at [www.mnrealtor.com](http://www.mnrealtor.com).

152. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**  
153. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**

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

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

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1. Date 9/11/09

2. Page \_\_\_\_\_

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_,  
4. pertaining to the purchase and sale of the property at 3323 ALDRICH AVE N.  
5. MINNEAPOLIS, MN 55412

**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. RPB \_\_\_\_\_ (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. RPB \_\_\_\_\_ (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.

39. Property located at 3323 ALDRICH AVE. N.

40. **Real Estate Licensee's Acknowledgement (initial)**

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

43. **Certification of Accuracy**

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

46. Richard P. Ben 9/11/09 \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

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

48. [Signature] 9-11-09 \_\_\_\_\_  
 (Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

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