



**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

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- 1. Date 6/21/10
- 2. Page 1 of _____ pages

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

4. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
 5. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
 6. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect
 7. an ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
 8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event
 9. before closing, if Seller learns that Seller's disclosure was inaccurate. Seller has disclosure alternatives allowed
 10. by MN Statutes. See *Seller's Disclosure Alternatives* form for further information regarding disclosure alternatives. This
 11. disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing or assisting any party in the
 12. transaction.

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

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

21. Property located at 5277 HODGSON RD
 22. City of Shoreview MN, County of Ramsey, State of Minnesota.

A. GENERAL INFORMATION:

24. (1) When did you Acquire Build the home? 7/68
(Check one.)

25. (2) Type of title evidence: Abstract Registered (Torrens)
 26. Location of Abstract: in possession

27. To your knowledge, is there an existing Owner's Title Insurance Policy? Yes No

28. (3) Have you occupied this home continuously for the past 12 months? Yes No

29. If "No," explain: _____

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

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

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

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

34. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size
 35. requirements? Yes No Unknown
 36. If "No," or "Unknown," Buyer should consult the local zoning authority.

37. Are you aware of any
 38. (9) encroachments? Yes No

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

41. (11) easements, other than utility or drainage easements? Yes No

42. (12) Comments: 10 ft x 100 ft for trail



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

46. Property located at 5277 Hodgson Rd Shoreview MN 55126

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

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

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

51. hail damage / roof replaced

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

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

58. added dormer for 2 bedrooms, bath, & alcove

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

62. If "Yes," please explain:

63. see above B2a

66. (c) Were appropriate permits pulled for any work performed on the property? [X] Yes [] No

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

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

72. (4) Are you aware of any insect/animal/pest infestation? [X] Yes [] No

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

74. If "Yes," indicate type dog and number 1

75. (6) Comments: lab died ~ 1988

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

82. Property located at 5277 Anderson Rd Shoreview MN 55126

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

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

86. (1) THE BASEMENT, CRAWLSPACE, SLAB:

- 87. (a) cracked floor/walls [X] Yes [] No (e) leakage/seepage [] Yes [X] No
88. (b) drain tile problem [] Yes [X] No (f) sewer backup [] Yes [X] No
89. (c) flooding [] Yes [X] No (g) wet floors/walls [X] Yes [] No
90. (d) foundation problem [X] Yes [] No (h) other [] Yes [] No

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

92. cracks in basement wall/foundation
93. wet basement floor due to dampness
94.
95.
96.
97.
98.
99.
100.

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

- 102. (a) what is the age of the roofing material? ~ 5 yr years
103. (b) has there been any interior or exterior damage? [X] Yes [] No
104. (c) has there been interior damage from ice buildup? [] Yes [X] No
105. (d) has there been any leakage? [] Yes [X] No
106. (e) have there been any repairs or replacements made to the roof? [] Yes [X] No

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

108. front bay window ceiling area discolored
109. and corrected
110.
111.
112.
113.
114.
115.
116.

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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120. Property located at 5277 Hodgson Rd Shoreview MN 55126

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

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

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

126. In Working Order Yes No
127. In Working Order Yes No
128. Air-conditioning
129. Central Wall Window
130. Air exchange system
131. Carbon Monoxide Detector
132. Ceiling fan
133. Dishwasher
134. Doorbell
135. Drain tile system
136. Dryer
137. Electrical system
138. Exhaust system
139. Fire sprinkler system
140. Fireplace 1 of 3
141. Fireplace mechanisms
142. Furnace humidifier
143. Freezer
144. Garage door opener (GDO)
145. Garage auto reverse
146. GDO remote
147. Comments: 137) 3 way switch to garage.

149. E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

150. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)
151. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
152. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
153. Subsurface Sewage Treatment System Disclosure Statement.)
154. There is a subsurface sewage treatment system on or serving the above-described real property.
155. (See Subsurface Sewage Treatment System Disclosure Statement.)
156. There is an abandoned subsurface sewage treatment system on the above-described real property.
157. (See Subsurface Sewage Treatment System Disclosure Statement.)



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

161. Property located at 5294 Hodgson Rd Shoreview MN 55126

162. F. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.)

163. (Check appropriate box.)

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

165. [X] Seller certifies there are one or more wells located on the above-described real property.

166. (See Well Disclosure Statement.)

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

168. To your knowledge, is this property in a Special Well Construction Area? [] Yes [X] No

169. G. PROPERTY TAX TREATMENT:

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

171. (Check appropriate box.)

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

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

176. Additional comments:

177. _____

178. _____

179. Preferential Property Tax Treatment

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

181. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve) [] Yes [X] No

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

183. Explain: _____

184. _____

185. _____

186. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

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

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

190. (See Methamphetamine Production Disclosure Statement.)

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

196. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS:

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

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

201. Page 6

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

203. Property located at 5294 Hodgson Rd Shoreview MN 55126

204. K. CEMETERY ACT:

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

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

207. on the property?

Yes

No

208. If "Yes," please explain:

209. _____

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

211. L. ENVIRONMENTAL CONCERNS:

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

213. Asbestos? Yes No

Mold? Yes No

214. Diseased trees? Yes No

Radon? Yes No

215. Formaldehyde? Yes No

Soil problems? Yes No

216. Hazardous wastes/substances? Yes No

Underground storage tanks? Yes No

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

Other? septic/shanted Yes No

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

219. If answer above is "Yes," seller certifies that all orders HAVE HAVE NOT been vacated.

220. Give details to any question answered "Yes": 222) painted siding replaced by cedar, all windows (frames) replaced, window and door trim (lead paint) painted over

221. M. OTHER DEFECTS/MATERIAL FACTS:

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

223. If "Yes," explain below:

224. _____

225. _____

226. _____

227. N. ADDITIONAL COMMENTS:

228. _____

229. _____

230. _____

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



**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

241. Page 7

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

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

246. Examples of exterior moisture sources may be

- 247. • Improper flashing around windows and doors,
- 248. • Improper grading,
- 249. • flooding,
- 250. • roof leaks.

251. Examples of interior moisture sources may be

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

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

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

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

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

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



SELLER'S PROPERTY DISCLOSURE STATEMENT

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

278. Property located at _____

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

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

286. **Q. SELLER'S STATEMENT:**

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

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

291. Carl Johnson 6/21/10 Jane E. Johnson 6-21-10
(Seller) (Date) (Seller) (Date)

292. **R. BUYER'S ACKNOWLEDGEMENT:**

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

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

296. _____
(Buyer) (Date) (Buyer) (Date)

297. **S. SELLER'S ACKNOWLEDGMENT:**

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

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

301. _____
302. _____
303. _____
304. _____
305. _____

306. _____
(Seller) (Date) (Seller) (Date)

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

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

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

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



**SELLER'S PROPERTY
DISCLOSURE STATEMENT**

315. Page 9

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

317. Exceptions

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

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

335. Waiver

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

339. No Duty to Disclose

340. A. There is no duty to disclose the fact that the property
341. (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;
 342. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 343. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.
344. 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.
345. 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.
346. D. **Inspections.**
347. (i) Except as provided in paragraph (ii), 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.
 348. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

362. 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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Date _____
Page _____

Addendum to Purchase Agreement between parties, dated _____, 20____, pertaining to the purchase and sale of the property at
5277 Hodgson Rd
Shanwick, MN 55126

Section I: Lead Warning Statement

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

Seller's Disclosure (Initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the seller (check one below):
 - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (Initial)

- ____ (c) Buyer has received copies of all information listed under (b) above.
- ____ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
- ____ (e) Buyer has (check one below):
 - Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked, see Section II below); or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment (Initial)

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

Certification of Accuracy

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

_____ (Seller)	_____ (Date)	_____ (Buyer)	_____ (Date)
_____ (Seller)	_____ (Date)	_____ (Buyer)	_____ (Date)
_____ (Real Estate Licensee)	_____ (Date)	_____ (Real Estate Licensee)	_____ (Date)

Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)

This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards to be conducted at the Buyer's expense. The assessment or inspection shall be completed within ten (10) _____ calendar days after acceptance of the Purchase Agreement. This contingency shall be deemed

removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or real estate licensee assisting or acting on behalf of Buyer delivers to Seller or real estate licensee assisting or acting on behalf of Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If the Seller and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections that: (A) some or all of the required corrections will be made; or (B) the Buyer waives the deficiencies; or (C) an adjustment to the purchase price will be made; this Purchase Agreement is cancelled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to the Buyer. It is understood that the Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that the Buyer or the real estate licensee assisting or acting on behalf of Buyer notifies the Seller or real estate licensee assisting or acting on behalf of Seller of the waiver or removal, in writing, within the time specified.

WELL DISCLOSURE STATEMENT

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- 1. Date 7/24/10
- 2. Page 1 of 6 pages: THE REQUIRED MAP IS
- 3. ATTACHED HERETO AND MADE A PART HEREOF.

- 4. 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.
- 9. 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.
- 14. 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.

17. Instructions for completion of this form are on the reverse side.

18. PROPERTY DESCRIPTION: Street Address: 5277 Hodgson Rd
 19. Shoreview MN 55126 Ramsey
(City) (Zip) (County)

20. LEGAL DESCRIPTION:

21. The North 130 feet of lot 1, Birch Lane, Ramsey County,
 22. Minnesota, and the South 70 feet of lot 6, Section 11,
 23. Township 30 North, Range 23 West, subject to easements
 24. and restrictions of record, if any.
 25.

26. WELL DISCLOSURE STATEMENT:

27. (Check appropriate box.)

28. Seller certifies that Seller does not know of any wells on the above described real property.
 29. (If this option is checked, then skip to the last line and sign and date this Statement.)

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

31.	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SEALED
32.							
33.	Well 1	<u>~90</u>	<u>~1941</u>	<u>2"</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34.	Well 2	<u>~144</u>	<u>~1970</u>	<u>4" subm.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	Well 3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

36. NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 89-100. 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.

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

WELL DISCLOSURE STATEMENT

43. Property located at 5277 Hodgson Rd Shoreview, MN 55126

44. OTHER WELL INFORMATION:

45. Date well water last tested for contaminants: 10/31/07 Test results attached? Yes No

46. Comments:

47. data @ pre-5µ house filter & softener

48.
49.
50.
51.
52.

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

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

55. When was the well sealed? _____

56. Who sealed the well? _____

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

58. MAP: Complete the attached MAP showing the location of each well on the real property.

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

61. CERTIFICATION BY SELLER: I certify that the information provided above is accurate and complete to the best of my knowledge.

63. Carl Johnson 7/24/10 James E. Johnson 7-24-10
(Seller or Designated Representative) (Date) (Seller or Designated Representative) (Date)

64. BUYER'S ACKNOWLEDGEMENT:

65. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

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

WELL DISCLOSURE STATEMENT

67. Page 3

68. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

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

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

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

77. **WATERWELL:** A water well is any type of well used to extract groundwater for private or public use. Examples
78. of water wells are: domestic wells, drive-point wells, dug wells, remedial wells and municipal wells.

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

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

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

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

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

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

91. **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
92. sealed by a licensed well contractor.

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

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

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

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

MN-WDS-3 (8/07)

LOCATION MAP

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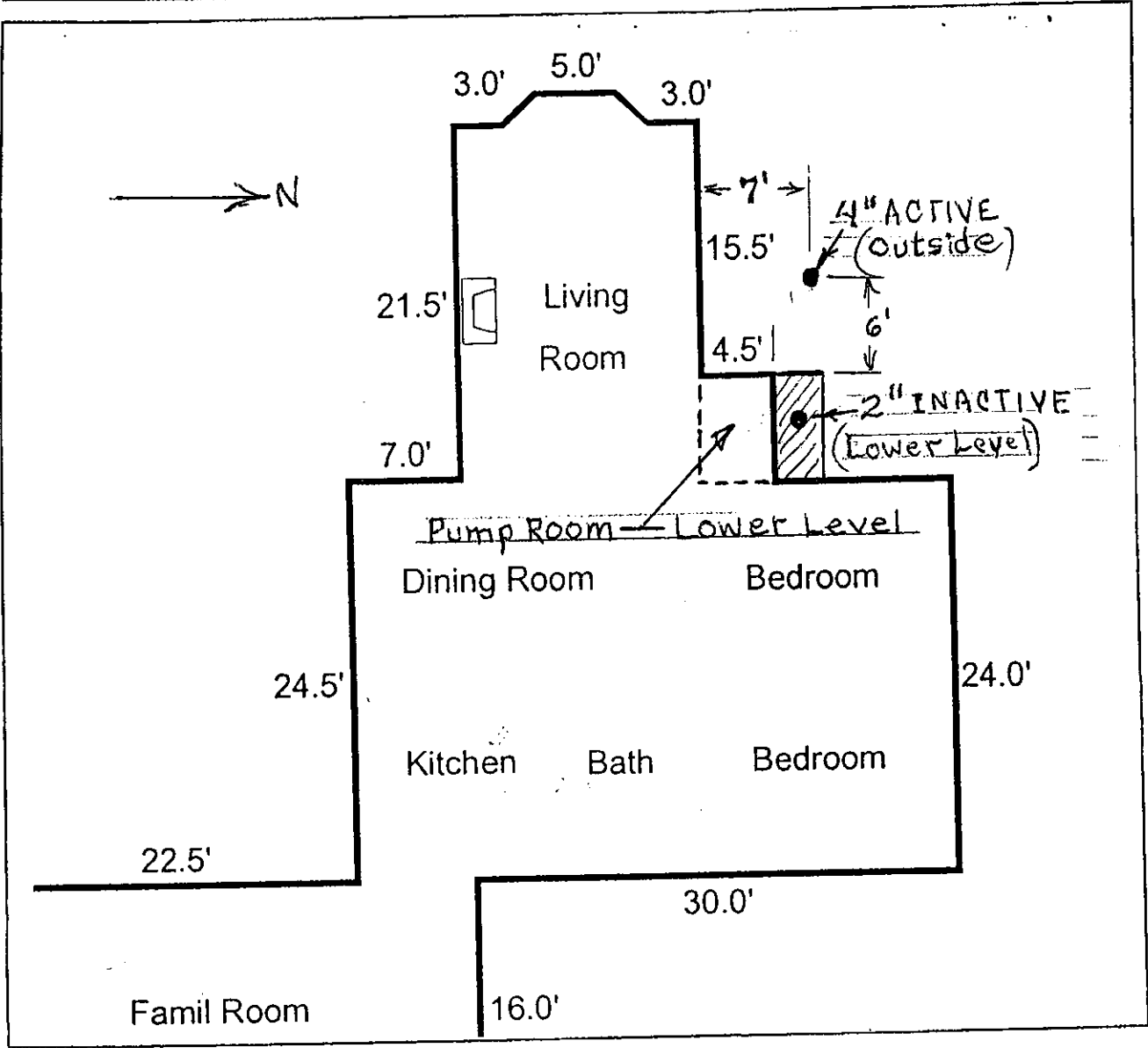
1. Page 4 of 6 pages

2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of any of the following on the property.

4. SUBSURFACE SEWAGE TREATMENT SYSTEM WELL METHAMPHETAMINE PRODUCTION AREA
(Check all that apply)

5. Include approximate distances from fixed reference points such as streets, buildings and landmarks.

6. Property located at 5277 Hodgson Rd Shoreview, MN 55126



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer Initial: CLJ 7/27/10 _____
(Seller) (Date) (Buyer) (Date)

10. SEJ 7-24-10 _____
(Seller) (Date) (Buyer) (Date)

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

DATE COLLECTED	DATE RECEIVED	DATE COMPLETED	SAMPLE CODE
10/17/07	10/18/07	10/31/07	680541



Page 5 of 6

**NATIONAL
TESTING
LABORATORIES LTD.**
6571 Wilson Mills Road
Cleveland, OH 44143
(440) 449-2525

CUSTOMER ADDRESS
CARL A. JOHNSON 5277 HODGSON RD. SHOREVIEW, MN 55126-1232

DEALER ADDRESS

DRINKING WATER ANALYSIS RESULTS

ID: WELL WATER

NOTE: "*" The MCL (Maximum Contaminant Level) or an established guideline has been exceeded for this contaminant.
 "***" Bacteria results may be invalid due to lack of collection information or because the sample has exceeded the 30-hour holding time.
 "ND" This contaminant was not detected at or above our stated detection level.
 "NBS" No bacteria submitted. "NBR" No Bacteria Required.
 "P" = PRESENCE "A" = ABSENCE
 "EP" = E. COLI PRESENCE "EA" = E. COLI ABSENCE
 "NA" Not Analyzed

Analysis Performed	MCL (mg/l)	Det. Level	Level Detected
--------------------	---------------	---------------	-------------------

Total coliform	P	P	A
----------------	---	---	---

Inorganic chemicals - metals:

Aluminum	0.2	0.1	ND
Arsenic	0.010	0.005	ND
Barium	2	0.30	ND
Cadmium	0.005	0.002	ND
Calcium	---	2.0	53
Chromium	0.1	0.010	ND
Copper	1.3	0.004	0.008
Iron	0.3	0.020	2.1*
Lead	0.015	0.002	ND
Magnesium	---	0.10	14
Manganese	0.05	0.004	0.24*
Mercury	0.002	0.001	ND
Nickel	---	0.02	ND
Selenium	0.05	0.020	ND
Silver	0.1	0.002	ND
Sodium	---	1	8
Zinc	5	0.004	0.14

Inorganic chemicals - other, and physical factors:

Alkalinity (Total as CaCO3)	---	20	180
Chloride	250	5.0	22
Fluoride	4	0.5	ND
Hardness (suggested limit = 100)		10	190*
Nitrate as N	10	0.5	ND
Nitrite as N	1	0.5	ND
pH (Standard Units)	6.5-8.5	---	7.4
Sulfate	250	5.0	ND
Total Dissolved Solids	500	20	210
Turbidity (Turbidity Units)	1.0	0.1	6.1*

Organic chemicals - trihalomethanes:

Bromodichloromethane	---	0.002	ND
Bromoform	---	0.004	ND
Chloroform	---	0.002	ND
Dibromochloromethane	---	0.004	ND
Total THMs	0.080	0.002	ND

Analysis performed	page 2. Sample code: 680541		Level Detected
	MCL (mg/l)	Detection Level	
1,1,1,2-Tetrachloroethane	---	0.002	ND
1,1,1-Trichloroethane	0.2	0.001	ND
1,1,2,2-Tetrachloroethane	---	0.002	ND
1,1,2-Trichloroethane	0.005	0.002	ND
1,1-Dichloroethane	---	0.002	ND
1,1-Dichloroethene	0.007	0.001	ND
1,1-Dichloropropene	---	0.002	ND
1,2,3-Trichlorobenzene	---	0.002	ND
1,2,3-Trichloropropane	---	0.002	ND
1,2,4-Trichlorobenzene	0.07	0.002	ND
1,2-Dichlorobenzene	0.6	0.001	ND
1,2-Dichloroethane	0.005	0.001	ND
1,2-Dichloropropane	0.005	0.002	ND
1,3-Dichlorobenzene	---	0.001	ND
1,3-Dichloropropane	---	0.002	ND
1,4-Dichlorobenzene	0.075	0.001	ND
2,2-Dichloropropane	---	0.002	ND
2-Chlorotoluene	---	0.001	ND
4-Chlorotoluene	---	0.001	ND
Benzene	0.005	0.001	ND
Bromobenzene	---	0.002	ND
Bromomethane	---	0.002	ND
Carbon Tetrachloride	0.005	0.001	ND
Chlorobenzene	0.1	0.001	ND
Chloroethane	---	0.002	ND
Chloromethane	---	0.002	ND
cis-1,2-Dichloroethene	0.07	0.002	ND
cis-1,3-Dichloropropene	---	0.002	ND
Dibromochloropropane (DBCP)	---	0.001	ND
Dibromomethane	---	0.002	ND
Dichlorodifluoromethane	---	0.002	ND
Dichloromethane	0.005	0.002	ND
Ethylbenzene	0.7	0.001	ND
Ethylenedibromide (EDB)	---	0.001	ND
Methyl-Tert-Butyl-Ether	---	0.004	ND
Styrene	0.1	0.001	ND
Tetrachloroethene (PCE)	0.005	0.002	ND
Toluene	1	0.001	ND
Trans-1,2-Dichloroethene	0.1	0.002	ND
trans-1,3-Dichloropropene	---	0.002	ND
Trichloroethene (TCE)	0.005	0.001	ND
Trichlorofluoromethane	---	0.002	ND
Vinyl Chloride	0.002	0.001	ND
Xylene	10	0.001	ND

We certify that the analyses performed for this report are accurate, and that the laboratory tests were conducted by methods approved by the U.S. Environmental Protection Agency or variations of these EPA methods.

These test results are intended to be used for informational purposes only and may not be used for regulatory compliance.

National Testing Laboratories Ltd.