

CONDITION OF THE PROPERTY.

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This document, dated 7-1-26, concerns the real property located at:
[street address]

and legally described as:

Parcel 15-0026-000 Acreage Port of the
E $\frac{1}{2}$, Desc in Sec 6, 109-46 Lincoln County, MN

DISCLOSURE STATUTES.

Section 513.52 Definitions.

Subdivision 1. **Scope.** For purposes of sections 513.52 to 513.60, the terms defined in this section have the meanings given them.

Subd. 2. **Prospective buyer.** "Prospective buyer" means a person negotiating or offering to acquire for value legal or equitable title, or the right to acquire legal or equitable title, to residential real property.

Subd. 3. **Real estate licensee.** "Real estate licensee" means a person licensed under chapter 82.

Subd. 4. **Residential real property or residential real estate.** "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in section 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

Subd. 5. **Seller.** "Seller" means a person who owns legal or equitable title to residential real property.

Section 513.53 **Applicability.** The seller disclosure requirements in sections 513.52 to 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any other option.

Section 513.54 **Exceptions.** The seller disclosure requirements in sections 513.52 to 513.60 do not apply to any of the following: (1) real property that is not residential real property; (2) a gratuitous transfer; (3) a transfer pursuant to a court order; (4) a transfer to a government or governmental agency; (5) a transfer by foreclosure or deed in lieu of foreclosure; (6) a transfer to heirs or devisees of a decedent; (7) a transfer from a cotenant to one or more other cotenants; (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of the seller; (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property settlement agreement incidental to that decree; (10) a transfer of newly constructed residential property that has not been inhabited; (11) an option to purchase a unit in a common interest community, until exercised; (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); (13) a transfer to a tenant who is in possession of the residential real property; or (14) a transfer of special declarant rights under section 515B.3-104.

Section 513.55 General disclosure requirements.

Subdivision 1. **Contents.** (a) Before signing an agreement to sell or transfer residential real property, the seller shall make a written disclosure to the prospective buyer. The disclosure must include all material facts of which the seller is aware that could adversely and significantly affect: (1) an ordinary buyer's use and enjoyment of the property; or (2) any intended use of the property of which the seller is aware. (b) The disclosure must be made in good faith and based upon the best of the seller's knowledge at the time of the disclosure. [Emphasis added.]

Subd. 2. **Disclosure to licensee.** A seller may provide the written disclosure required under sections 513.52 to 513.60 to a real estate licensee representing or assisting the prospective buyer. The written disclosure provided to the real estate licensee representing or assisting the prospective buyer is considered to have been provided to the prospective buyer. If the written disclosure is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee shall provide a copy to the prospective buyer.

Section 513.56 **Disclosure not required.** Subdivision 1. **General.** Section 513.55 does not create a duty to disclose the fact that residential property: (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; (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or (3) is located in a neighborhood containing any adult family home, community-based residential facility, or nursing home.

Subd. 2. **Offenders.** Section 513.55 does not create a duty to disclose information regarding an offender who is required to register under section 243.166, or about whom notification is made under that section, if the 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. This section does not create a duty to disclose any facts described in subdivision 1 and this subdivision for property that is not residential real property.

Subd. 3. **Inspections.** (a) Except as provided in paragraph (b), a 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 the 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. (b) A seller shall disclose to the prospective buyer material facts known by the seller that contradict any information included in a written report under paragraph (a) if a copy of the report is provided to the seller.

Section 513.57 Liability for error, inaccuracy, or omission.

Subdivision 1. **No liability.** Unless the prospective buyer and seller agree to the contrary in writing, a seller is not liable for any error, inaccuracy, or omission of any information delivered under sections 513.52 to 513.60 if the error, inaccuracy, or omission was not within the personal knowledge of the seller, or was based entirely on information provided by other persons as specified in section 513.56, subdivision 3, and ordinary care was exercised in transmitting the information. It is not a violation of sections 513.52 to 513.60 if the seller fails to disclose information that could be obtained only through inspection or observation of inaccessible

portions of the real estate or could be discovered only by a person with expertise in a science or trade beyond the knowledge of the seller.

Subd. 2. **Liability.** A seller who fails to make a disclosure as required by sections 513.52 to 513.60 and was aware of material facts pertaining to the real property is liable to the prospective buyer. A person injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court. An action under this subdivision must be commenced within two years after the date on which the prospective buyer closed the purchase or transfer of the real property.

Subd. 3. **Other actions.** Nothing in sections 513.52 to 513.60 precludes liability for an action based on fraud, negligent misrepresentation, or other actions allowed by law.

Section 513.58 **Amendment to disclosure.**

Subdivision 1. **Notice.** A seller must notify the prospective buyer in writing as soon as reasonably possible, but in any event before closing, if

the seller learns that the seller's disclosure required by section 513.55 was inaccurate.

Subd. 2. **Failure to notify; liability.** A seller who fails to notify the prospective buyer of any amendments to the initial disclosure required under subdivision 1 is liable to the prospective buyer as provided in section 513.57.

Section 513.59 **Transfer not invalidated.** A transfer subject to sections 513.52 to 513.60 is not invalidated solely because of the failure of any person to comply with a provision of those sections. This section does not prevent a court from ordering a rescission of the transfer.

Section 513.60 **Waiver.** The written disclosure required under sections 513.52 to 513.60 may be waived if the 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.** [Emphasis added.]

Seller: If you are using M.S.B.A. Real Property Form No. 1, Minnesota Standard Residential Purchase Agreement (©2004 or later), skip this section on "Compliance With Statute." It duplicates Paragraph 10., of your purchase agreement.

COMPLIANCE WITH STATUTE

Seller and Buyer may agree to inspections conducted by Buyer regardless of how Seller and Buyer decide to comply with this disclosure law. If Buyer wants an inspection, the purchase agreement should include provisions for a Buyer-obtained inspection.

Pursuant to Minnesota Statutes sections 513.52 - 513.60, **to comply with the statute:** Seller must provide a written disclosure [see (1) below], or Buyer must have received an inspection report [see (2) below], or Buyer and Seller may waive the written disclosure requirements [see (3) below]. This compliance is for Seller's real property located at [street address]: _____

[SELECT ONLY ONE OF THESE THREE:]

☒ (1) **Seller's Disclosure.** Seller is providing a written disclosure to Buyer. Seller's disclosure is included in this form on page 3. Seller shall correct in writing any inaccuracies in the disclosure as soon as reasonably possible before closing.

☐ (2) **Inspection Report.** [If (2) is selected, pages 3-8 of this form may be discarded.] Buyer has received an inspection report by a qualified third-party. If a copy of the inspection report is provided to Seller, Seller shall disclose to Buyer material facts known to Seller that contradict any information in the inspection report. Seller's disclosure of contradictory information is below on page 2 of this form.

☐ (3) **Waiver of Disclosure.** [If (3) is selected, pages 3-8 of this form may be discarded.]
By signing here, Seller and Buyer waive the written disclosure and inspection report required under sections 513.52 to 513.60.

DO NOT SIGN HERE UNLESS WAIVER IS SELECTED.

SELLER: _____

BUYER: _____

SELLER: _____

BUYER: _____

**SELLER'S DISCLOSURE OF CONDITIONS
CONTRADICTORY TO THE INSPECTION REPORT**

If a copy of the inspection report has been provided to Seller, Seller discloses to Buyer material facts known by Seller that contradict any information included in the written inspection report:

[Use additional sheets if necessary.]

NOTICE REGARDING PREDATORY OFFENDERS: Information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency or by contacting the Minnesota Department of Corrections at 651-642-0200 or at <http://www.doc.state.mn.us>.

BUYER'S STATEMENT OF INTENDED USE.

To assist Seller with the requirements of Minn. Stat. section 513.55, Subd. 1(a)(2), Buyer states that Buyer intends to use the property as a single-family residence and for the following uses:

SELLER'S DISCLOSURE: CONDITION OF THE PROPERTY.

PART A: SELLER'S STATUTORY DISCLOSURE.

LIST HERE ALL MATERIAL FACTS OF WHICH THE SELLER IS AWARE THAT COULD ADVERSELY AND SIGNIFICANTLY AFFECT:

- (1) AN ORDINARY BUYER'S USE AND ENJOYMENT OF THE PROPERTY; OR,
- (2) ANY INTENDED USE OF THE PROPERTY OF WHICH THE SELLER IS AWARE.

[Use additional sheets if necessary.]

The statutes printed above do not provide guidance or interpretation as to what condition might be a "material fact...that could adversely and significantly affect an ordinary buyer's use and enjoyment of the property." The following questions in Parts B, C, D, and E ("Optional and Supplemental Disclosures"), while not specifically required by the statute, are here to help Seller consider all of the common components of the property that might have conditions (now or in the past) to be disclosed to Buyer.

OPTIONAL AND SUPPLEMENTAL DISCLOSURES.

PART B: CONDITION OF THE REAL PROPERTY: BUILDINGS, IMPROVEMENTS, LAND. *The condition of any personal property to be transferred to Buyer is excluded from this Disclosure.*

Question	Answer
	[CIRCLE ONE]
What year did you buy the property?	2023
What year was the house built?	2004
How old are the roof shingles or roof surface on the house and attached garage?	2022
How old are the roof shingles or roof surface on the detached garage?	N/A
Have you occupied the property continuously for the past year? If "No," please explain.	YES NO
Is the house suitable for year-round use? If "No," please explain.	YES NO
Do you have the prior owner's disclosure statements to you? If so, please attach a copy.	YES NO

Are you aware of any of the following, now or in the past? Explain all of your "YES" answers in the space at the end of this section.	
Soil or settling problems?	YES NO
Diseased trees?	YES NO
Animal or insect infestations?	YES NO
Flooding?	YES NO
Wet floors or wet walls?	YES NO
Water leakage or seepage anywhere in the buildings?	YES NO
Problems with the drain tile system, if there is one?	YES NO
Cracked floors or walls?	YES NO
Foundation cracks, settling, deterioration or other problems?	YES NO
Sewer backups?	YES NO
Ice damage to any of the buildings?	YES NO
Fire or smoke damage in the house or garage (except fires in fireplace or wood burning stove)?	YES NO

Explain all of your "YES" answers for this section.

If there is snow on the roof and it is a warm day, North side of living room would condense.
If you run the ceiling fans, it does not happen.

[Attach additional sheets, if necessary.]

Question	Answer
	[CIRCLE ONE]
Have you made any warranty claims against manufacturers for problems with the property?	YES ☒ NO
Has the structure been altered , for example, adding a room, changing the roof, or remodeling an interior wall?	YES ☒ NO
Have there been any roof repairs or replacements ?	☒ YES NO
Have you had any pets in the house?	YES ☒ NO
Explain all of your "YES" answers for this section.	
<i>New shingles in 2022</i> [Attach additional sheets, if necessary.]	

PART C: CONDITION OF THE MECHANICAL SYSTEMS (HEATING, PLUMBING, ELECTRICAL, GAS), FIXTURES, AND APPLIANCES.

The question to be answered for all of these items is, "Is this item in working order?" "In working order" means that the item functions for the purpose that it is intended to perform, that it does not now need repairs or service, that it is not missing any essential parts, and that its only imperfections are "cosmetic" or signs of "wear and tear" or diminished effectiveness associated with a product of its age.

ARE THE FOLLOWING ITEMS IN WORKING ORDER?

Cross out items not included in this sale. Explain all of your "NO" answers for this section in the space at the end.	[CIRCLE ONE:]
Air Conditioners, Window Units (if built into windows)	YES NO
Air Conditioning, Central	☒ YES NO
Awnings	YES NO
Ceiling fan(s)	☒ YES NO
Central Heating System / Furnace	☒ YES NO
Central Vacuum Cleaning System	YES NO
Dishwasher	☒ YES NO
Door bells and buttons	☒ YES NO
Drain Tile System	☒ YES NO
Electrical system	☒ YES NO
Electronic Air Cleaner	YES NO
Exhaust system / make-up air unit	YES NO
Fire Sprinkler System	YES NO
Fireplace flues, dampers, and mechanisms	YES NO
Fireplace Inserts	☒ YES NO
Fireplace(s)	YES NO
Garage Door Opener Automatic Reverse	☒ YES NO
Garage Door Opener	☒ YES NO
Garage Door Opener Controls	☒ YES NO
Garbage Disposal	☒ YES NO
Gas grill (built in)	YES NO
Hot tub (spa), plumbing and equipment	YES NO
Humidifier	YES NO

215	Refrigerator	—	YES	NO
216	Intercom system	—	YES	NO
217	Microwave (built in)	—	<u>YES</u>	NO
218	Plumbing	—	<u>YES</u>	NO
219	Plumbing fixtures, faucets, sinks, toilets, baths, showers and drains	—	<u>YES</u>	NO
220	Range / Oven (built in)	not built in	<u>YES</u>	NO
221	Stove hoods	—	<u>YES</u>	NO
222	Refrigerator(s) (built in)	not built in	<u>YES</u>	NO
223	Satellite Dish	—	YES	NO
224	Sauna heating equipment	—	YES	NO
225	Security system	—	YES	NO
226	Smoke Detectors	—	<u>YES</u>	NO
227	Solar Collectors	—	YES	NO
228	Storm Doors	—	<u>YES</u>	NO
229	Storm Windows	—	<u>YES</u>	NO
230	Sump Pump	—	<u>YES</u>	NO
231	Supplemental heaters	—	YES	NO
232	Swimming pool, plumbing and equipment	—	YES	NO
233	Trash Compactor	—	YES	NO
234	TV Antenna / Cable TV System	—	YES	NO
235	Underground irrigation system (sprinklers)	—	YES	NO
236	Water heater(s)	—	<u>YES</u>	NO
237	Water treatment systems (softener, clarifier, filter)	—	<u>YES</u>	NO
238	Window glass and seals	—	<u>YES</u>	NO
239	Window hardware	—	<u>YES</u>	NO
240	Window coverings, shades and drapery mechanisms	—	<u>YES</u>	NO
241	Window screens	—	<u>YES</u>	NO
242	Wood burning stove and chimney	—	YES	NO
243	Explain all of your "NO" answers for this section:			
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[Use additional sheets if necessary.]

PART D: ENVIRONMENTAL DISCLOSURES.

RADON.

Seller's disclosures concerning radon gas are contained in the accompanying **Radon Disclosure**, M.S.B.A. Real Property Form No. 24 (2013).

ASBESTOS.

Question	Answer	
	[CIRCLE ONE]	Comment or Explanation

266 267	Are you aware of any asbestos on the property? If "Yes," please explain.	YES	☒ NO	
268 269 270	Are you aware of any inspections for the presence of asbestos? If "Yes," please explain and attach a copy of any inspection reports that you have.	YES	☒ NO	

WELL WATER / MUNICIPAL WATER.

Question	Answer		
	[CIRCLE ONE]	Comment or Explanation	
275 276 277	Do you know if the well water has been tested for contamination ? Attach a copy of any test reports that you have.	YES ☒ NO	
278 279 280 281	If the drinking water is supplied to the property from a well that is not located on the property , has the water from that well been tested for contamination? Attach a copy of any test reports that you have.	YES NO N/A	
282 283 284 285	If the drinking water is supplied to the property from a municipal water supply , has the water from that source been tested for contamination? Attach a copy of any test reports that you have.	YES ☒ NO	
286 287 288	Do you know if there are any contaminated ground water wells within one-half mile of the well on the property? If "Yes," please explain.	YES ☒ NO	

AIR POLLUTION.

Question	Answer		
	[CIRCLE ONE]	Comment or Explanation	
292 293	Do you know of any air pollution problems affecting the property? If "Yes," please explain.	YES ☒ NO	
294 295	Do you know of any odor problems affecting the property? If "Yes," please explain.	YES ☒ NO	
296 297	Have there been dust, airborne dirt, or soot problems affecting the property? If "Yes," please explain.	YES ☒ NO	
298 299	Has anyone smoked tobacco in the house?	YES ☒ NO	

NOISE POLLUTION / VIBRATION.

Question	Answer		
	[CIRCLE ONE]	Comment or Explanation	
302 303	Do you know if there has been any noise problems affecting the property? If "Yes," please explain.	YES ☒ NO	
304 305 306	Do you know if there have been any vibrations affecting the property that are not generated at the property? If "Yes," please explain.	YES ☒ NO	
307 308	Have you ever called the police to complain about noise in the neighborhood? If "Yes," please explain.	YES ☒ NO	

MOLD.

Question	Answer	
	[CIRCLE ONE]	Comment or Explanation
311		

Are you aware if there has been any mold, mildew, moisture, or water inside the walls?	YES ☐ NO ☒	
Are you aware if there has been any mold, mildew, moisture, or water inside the ceiling and roof system?	YES ☐ NO ☒	

INSURANCE AND INSURABILITY.

Have you made any claims against your homeowner's insurance for damage to the building or its contents? If "Yes," please explain.	YES ☐ NO ☒	
Have you been denied homeowner's insurance for this property? If "Yes," please explain.	YES ☐ NO ☒	
Have there been any liability claims made against your homeowner's insurance because of the condition of the property? If "Yes," please explain.	YES ☐ NO ☒	
Is the property insured through the Minnesota FAIR Plan? If "Yes," please explain.	YES ☐ NO ☒	

UNDERGROUND STORAGE TANKS.

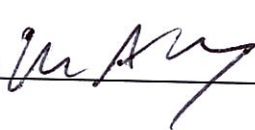
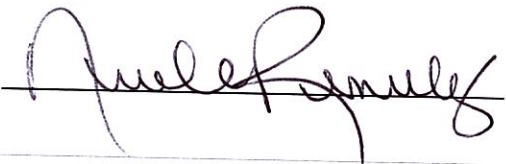
Are there any underground storage tanks on the property?	YES ☐ NO ☒	
For each tank disclosed, has it been used for the storage of petroleum products?	YES ☒ N/A	
For each tank disclosed, has it leaked?	YES ☐ NO ☒ N/A	
For each tank disclosed, is the tank a single wall or double wall tank?	YES ☐ NO ☒ N/A	
For each tank disclosed, is there an electronic leak monitor?	YES ☐ NO ☒ N/A	
For each tank disclosed, do you have an owner's manual or other technical data describing the tank?	YES ☐ NO ☒ N/A	

PART E: SELLER'S CONCLUDING DISCLOSURE.

LIST HERE ANY OTHER MATERIAL FACTS, NOT ALREADY DISCLOSED.

[Use additional sheets if necessary.]

Seller(s) signatures: _____

Buyer received this Disclosure on [date] _____

Buyer(s) signatures: _____

**SELLER'S SUPPLEMENTAL DISCLOSURE
FOR CHANGED CONDITIONS OR FOR INACCURACIES IN THE INITIAL DISCLOSURE.**

CAUTION: The Minnesota law requiring a Seller's Disclosure can be interpreted to mean that Seller shall notify Buyer in writing as soon as reasonably possible before closing of **any changed or incorrectly stated conditions**. Since the date of Seller's Disclosure will likely be several weeks before the closing date, Seller is cautioned to supplement the Disclosure by disclosing any conditions that have changed since the date of the initial Disclosure and to correct any inaccuracies in the initial Disclosure.

[Select one:]

☐

Seller certifies that the Disclosure dated _____ is accurate to the best of Seller's knowledge as of this date and does not need to be corrected or updated.

☐

Seller discloses that the following conditions have changed and that this Disclosure is updated, corrected and revised as follows *[disclose inaccuracies or changed conditions here]*:

Dated: _____

Seller(s) signatures: _____

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SUPPLEMENTAL PAGE

DISCLOSURE OF SEWAGE TREATMENT SYSTEM.

© Copyright 1997, 1998, 2017 by Minnesota State Bar Association, Minneapolis, Minnesota.

WARNING TO PREPARER: Make no changes to this form unless such changes are visible.

[Complete this next paragraph if this form is used as an addendum to a Purchase Agreement:]

This addendum is a continuation of the Purchase Agreement dated _____ by and between _____, as Sellers, and _____, as Buyers, for property described below in Section A.

The Disclosure Law. Pursuant to Minnesota Statutes Section 115.55, Subdivision 6, before signing an agreement to sell or to transfer real property, the seller or transferor must disclose in writing to the buyer or transferee information on how sewage generated at the property is managed. Unless the buyer/transferee and seller/transferor agree to the contrary in writing before the closing of the sale, a seller/transferor who fails to disclose the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had reason to know of the existence or known status of the system is liable to the buyer/transferee for costs relating to bringing the system into compliance with the subsurface sewage treatment system rules and for reasonable attorney fees for collection of costs from the seller/transferor. An action under this subdivision must be commenced within two years after the date on which the buyer/transferee closed the purchase or transfer of the real property where the system is located.

IF YOU DO NOT UNDERSTAND THIS LAW, CONSULT YOUR LAWYER.

A. PROPERTY DESCRIPTION.

Property Identification Number (Tax Parcel No.): 15-0026-000

Quarter: Section: 6 Township: 109 Range: 46 County: Lincoln

Legal Description: Lot ____, Block ____, (plat name) _____

(If metes-and-bounds description, attach legal description on separate sheet.)

Street Address: 1168 US Hwy 14 Elkton, SD 57026

B. STATUTORY DISCLOSURE OF SEWAGE SYSTEM.

[Seller/Transferor must complete this section.]

M.P.C.A. PERMITTED FACILITY: *[Check only one from 1, 2, and 3:]*

- ☐ 1. Seller/Transferor states that sewage generated at the property goes to a facility permitted by the Minnesota Pollution Control Agency (for example, the sewer lines on the property are connected to a municipal sewer system or public sewage treatment system).
- ☒ 2. Seller/Transferor states that sewage generated at the property does not go to a facility permitted by the Minnesota Pollution Control Agency, and is therefore subject to applicable requirements.
- ☐ 3. Seller/Transferor states that no sewage is generated at the property.

IN-USE SUBSURFACE ON-SITE SEWAGE TREATMENT SYSTEM: [Check either 4 or 5:]

- ☐ 4. Seller/Transferor has no knowledge whether there is a subsurface sewage treatment system in use on the property.
- ☒ 5. Seller/Transferor knows that there ~~[strike one:] are~~ / **are no** subsurface sewage treatment systems in use on the property. If Seller/Transferor discloses the existence of a subsurface sewage treatment system on the property, then Minnesota law requires that the location of the system be disclosed to Buyer/Transferee with a map. [Complete the map below in Section C.]

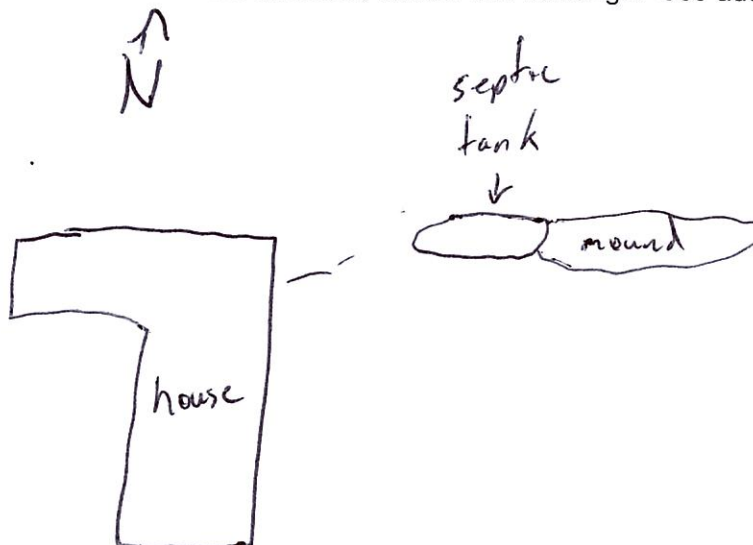
ABANDONED SUBSURFACE ON-SITE SEWAGE TREATMENT SYSTEM: [Check either 6 or 7:]

- ☒ 6. Seller/Transferor has no knowledge whether there is an abandoned subsurface sewage treatment system on the property.
- ☐ 7. Seller/Transferor knows that there ~~[strike one:] are~~ / **are no** abandoned subsurface sewage treatment systems on the property. If Seller/Transferor discloses the existence of an abandoned subsurface sewage treatment system on the property, then Minnesota law requires that the location of the system be disclosed to Buyer/Transferee with a map. [Complete the map below in Section C.]

C. SUBSURFACE SEWAGE TREATMENT SYSTEMS (IN-USE OR ABANDONED) ON THE PROPERTY. Describe all in-use and abandoned systems on the property.

- 1 For each sewage treatment system in use, state the type of System:
- ☒ Septic Tank with: ☐ standard drainfield ☒ mound system drainfield
- ☐ Sealed System (holding tank or contained cesspool)
- ☐ Other (describe) ☐ seepage tank ☐ cesspool ☐ dry well ☐ leaching pit

- 2 **SKETCH MAP:** Sketch the location of the house, garage, accessory buildings, well, septic tank, drainfield, mound, or other components of the sewer system. Also show the location of the components of any abandoned sewage treatment systems (tanks, pipes, drainfields, pits, etc.) Include estimated distances from all roads, streets and buildings. Use additional sheets of paper, if necessary.



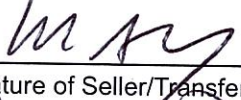
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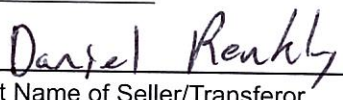
SELLER/TRANSFEROR DISCLOSURE: Pursuant to Minnesota Statutes Section 115.55, Subdivision 6, the Seller/Transferor shall disclose to the Buyer/Transferee what the Seller/Transferor has knowledge of relative to the compliance status of the subsurface treatment system, and whether, to the best of the Seller's/Transferor's knowledge, a straight-pipe system exists. A Seller/Transferor who has in their possession a previous inspection report completed by a licensed inspection business or certified local government inspector in accordance with Section 115.55, Subdivision 5 (new construction) or 5a (existing systems), shall attach a copy to the disclosure statement that is provided to the Buyer/Transferee.

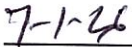
STATEMENT BY SELLER/TRANSFEROR: To my knowledge, the property ~~[strike one]~~ is / is not in compliance with all applicable sewage treatment laws and rules. To the best of my knowledge, a straight-pipe system ~~[strike one]~~ does / does not exist. A previous inspection report ~~[strike one]~~ does / does not exist; and if one exists, it is attached to this Disclosure.

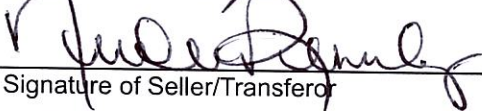
Certification: I certify that none of the published text of this form has been deleted or altered except as indicated by strike out or by additional text shown in a typeface different than the published form.

Name of lawyer or other preparer _____
Signature of lawyer or other preparer _____

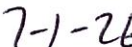

Signature of Seller/Transferor


Print Name of Seller/Transferor


Date


Signature of Seller/Transferor


Print Name of Seller/Transferor


Date

4

ACKNOWLEDGMENT AND RECEIPT BY BUYER/TRANSFEE: I have received this disclosure on [date] _____.

Signature of Buyer/Transferee

Signature of Buyer/Transferee

SUPPLEMENTAL DISCLOSURE REGARDING SUBSURFACE ON-SITE SYSTEM.

This supplemental disclosure asks for information that is not required as part of the statutory disclosure. Completion of this Supplement is voluntary.

D. INFORMATION REGARDING PERFORMANCE AND USE. Seller's answers to these questions might assist a state-licensed inspector in evaluating the performance of the subsurface on-site sewage treatment system. [See MINN. RULES, chapter 7080.]	
1	a. The property is [check one] ☒ in full time residential use ☐ in part-time, seasonal, or recreational use (lake cabin, etc.) b. What is the average number of people who have used the system during the past two years? <u>5</u>
2	How many toilets flush into the system? <u>4</u>
3	Does a dishwasher empty into the system? <u>yes</u> /no If "yes," how many times per week? <u>7</u>
4	Does a garbage disposal empty into the system? <u>yes</u> /no If "yes," how many times per week? <u>1</u>
5	Does a clothes washer empty into the system? <u>yes</u> /no If "yes," how many loads of wash per week? <u>14</u>
6	Are there any other sources of water which drain into the system? <u>yes</u> / <u>no</u> If "yes," describe:
7	Has the system malfunctioned while you have owned the property? <u>yes</u> / <u>no</u> If "yes," describe:
8	Describe the work performed on the system while you have owned the property, including routine maintenance and pumping: <u>Pumped 1-1-2024</u>
E. INFORMATION REGARDING LOCATION. If Seller/Transferor is unable to provide answers to these questions, Buyer should obtain this information from other sources. Minnesota law and local ordinances restrict the ability to build or to rebuild improvements within flood plains, shorelands, and wetlands. You might also be restricted from using the property if the property does not have enough land area to install a new drainfield. These restrictions affect wells and subsurface on-site sewage treatment systems. If the subsurface on-site sewage treatment system fails, you might not be allowed to rebuild in its present location.	
1	Is any part of the system, including all drainfields, located in a Flood Plain ? <u>yes</u> / <u>no</u> / <u>unknown</u>

2	Is any part of the system, including all drainfields, located in a Shoreland Zone ? <u>yes / no / unknown</u>
3	Is any part of the system, including all drainfields, located in or near a wetland or low lying area? <u>yes / no / unknown</u> If "yes," describe:
4	Is the system, including all drainfields, located within the property lines ? <u>yes / no / unknown</u> If "no," describe encroachment or easement:
5	Is the system, including all drainfields, located within the setback lines ? <u>yes / no / unknown</u> If "no," describe encroachment:
F. INFORMATION REGARDING GOVERNMENTAL NOTICES AND SELLER'S/TRANSFEROR'S KNOWLEDGE.	
1	Have you received any notices regarding your system from any governmental unit? <u>yes / no</u> If "yes," explain:
2	Do you know of any defects in the sewer system? <u>yes / no</u> If "yes," describe:
3	Is there enough useable land area on the property to construct a new drainfield? <u>yes / no / unknown</u>
4	Do you have any other information about repairs or maintenance of the system that has not already been disclosed in this form? <u>yes / no</u> If "yes," describe:

G. SELLER'S/TRANSFEROR'S ADDRESS INFORMATION.

Seller's/Transferor's name and address
before sale or transfer:

Don + Nicole Renkh, 1168 US Hwy 14 E/4th, SD 57026

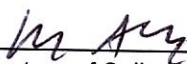
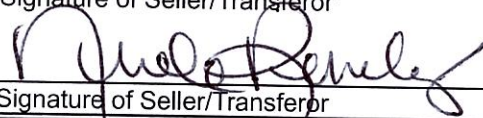
Seller's/Transferor's address after
sale or transfer:

1506 US Hwy 14, Lake Benton, MN 56149

Certification: I certify that none of the published text of this form has been deleted or altered except as indicated by strike out or by additional text shown in a typeface different than the published form.

Name of lawyer or other preparer _____
Signature of lawyer or other preparer _____

STATEMENT BY SELLER/TRANSFEROR: To my knowledge, the information on this Supplemental Disclosure is true, accurate, and complete.

	Daniel Renkh	7-1-26
Signature of Seller/Transferor	Print Name of Seller/Transferor	Date
	Nicole Renkh	7-1-26
Signature of Seller/Transferor	Print Name of Seller/Transferor	Date

ACKNOWLEDGMENT AND RECEIPT BY BUYER/TRANSFeree: I have received this Supplemental Disclosure on [date] _____.

Signature of Buyer/Transferee

Signature of Buyer/Transferee

SUPPLEMENTAL SHEET

WELL DISCLOSURE STATEMENT

© Copyright 2005, 2017 by Minnesota State Bar Association, Minneapolis, Minnesota. No copyright is claimed for statutory text.

This document, dated 7-1-26, concerns the real property located at:
[street address] _____
and legally described as: _____

_____ County, Minnesota [the "Property"].

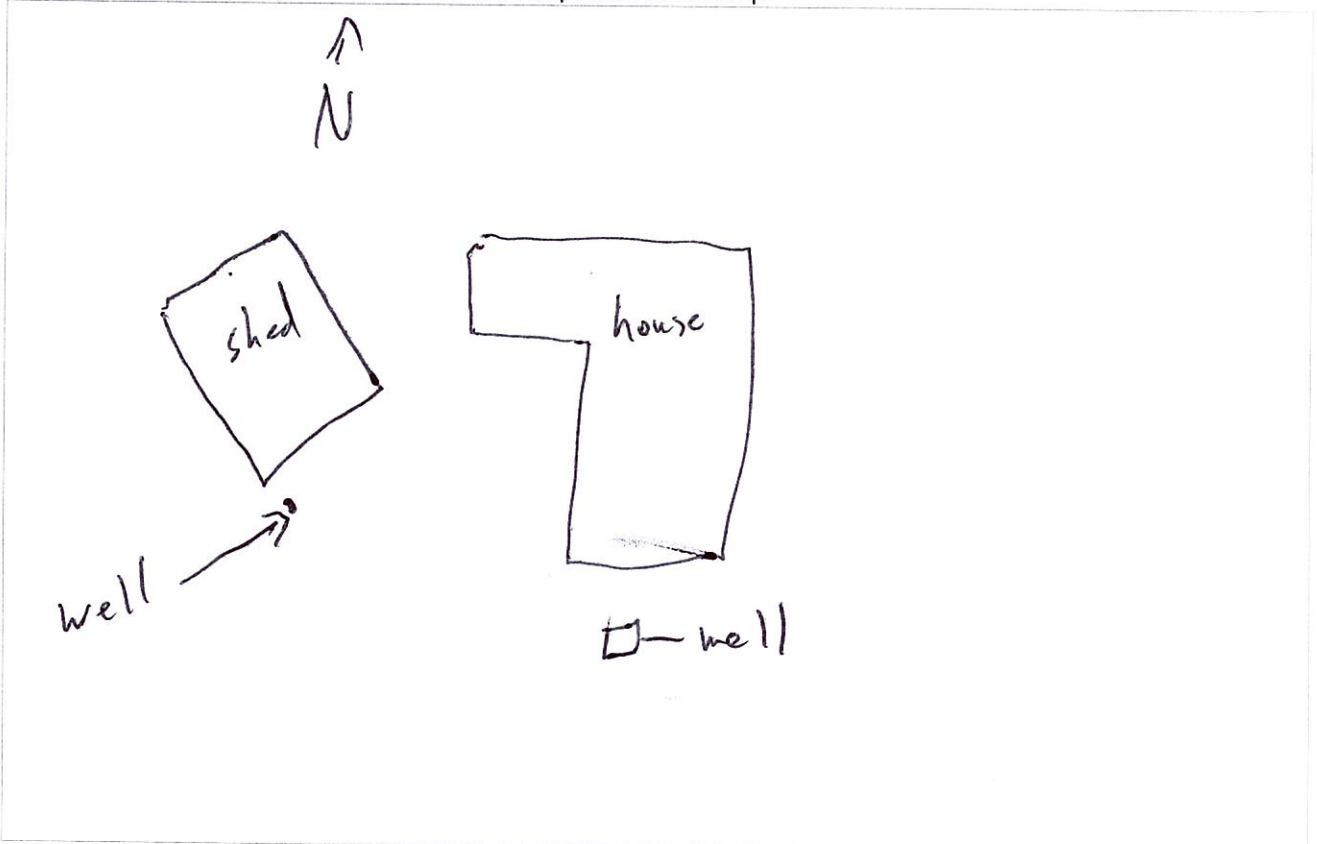
Minnesota Statutes Section 103I.235 Real property sale; disclosure of location of wells. Subdivision 1. Disclosure of wells to buyer. (a) Before signing an agreement to sell or transfer real property, the seller must disclose in writing to the buyer information about the status and location of all known wells on the property, by delivering to the buyer either a statement by the seller that the seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map drawn from available information showing the location of each well to the extent practicable. In the disclosure statement, the seller must indicate, for each well, whether the well is in use, not in use, or sealed.

The sealing of a well must be done in accordance with the rules adopted by the Minnesota Commissioner of Health. Minn. Stat. Section 103I.301, Subdivision 4.

Seller discloses that there are 2 Wells on the Property.

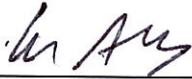
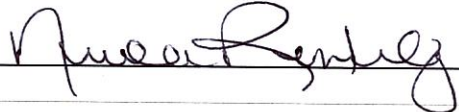
For each well on the Property, check the appropriate columns:	In use	Not in use	Sealed
Well No. 1	☐	☒	☐
Well No. 2	☐	☒	☐
Well No. 3	☐	☐	☐
Well No. 4	☐	☐	☐

All wells on the Property, known to Seller, are depicted on this map:



At closing, Seller shall provide a Well Disclosure Certificate that complies with the requirements of Minnesota Statutes Section 103I.235.

Minnesota Statutes Section 103I.235 Subd. 2. Liability for failure to disclose. Unless the 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 the buyer for costs relating to sealing of the well and reasonable attorney fees for collection of costs from the seller, if the action is commenced within six years after the date the buyer closed the purchase of the real property where the well is located.

Seller(s) signatures:  

Buyer received this Disclosure on [date]: _____

Buyer(s) signatures: _____

RADON DISCLOSURE

Copyright 2013, 2017 by Minnesota State Bar Association, Minneapolis, Minnesota. No copyright is claimed for statutory text. BEFORE YOU USE OR SIGN THIS FORM, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS FORM ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

This document, dated 7-1-26, concerns
the real property located at:
[street address] 1168 US Hwy 14 Elkton, SD 57026
and legally described as:
Parcel 15-0026-000 Acreage Part of the E 1/2
in Sec 6-109-46 of Lincoln County, MN

MINNESOTA RADON AWARENESS ACT

Minn. Stat. Section 144.496 (2013) Subdivision 1. Citation. This section may be cited as the "Minnesota Radon Awareness Act."

Subd. 2. Definitions. (a) The following terms used in this section have the meanings given them.

(b) "Buyer" means a person negotiating or offering to acquire for value, legal or equitable title, or the right to acquire legal or equitable title to residential real property.

(c) "Mitigation" means measures designed to permanently reduce indoor radon concentrations.

(d) "Radon test" means a measurement of indoor radon concentrations according to established industry standards for residential real property.

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

(f) "Seller" means a person who owns legal or equitable title to residential real property.

(g) "Elevated radon concentration" means a radon concentration at or above the United States Environmental Protection Agency's radon action level.

Subd. 3. Radon disclosure. (a) Before signing an agreement to sell or transfer residential real property, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling. The disclosure shall include:

- (1) whether a radon test or tests have occurred on the real property;
- (2) the most current records and reports pertaining to radon concentrations within the dwelling;
- (3) a description of any radon concentrations, mitigation, or remediation;
- (4) information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
- (5) a radon warning statement meeting the requirements of subdivision 4.

(b) The seller shall provide the buyer with a copy of the Minnesota Department of Health publication entitled "Radon in Real Estate Transactions."

(c) The seller's radon disclosure requirements in this section apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any other option.

(d) The seller's radon disclosure requirements in this section do not apply to any of the following:

- (1) real property that is not residential real property;
- (2) a gratuitous transfer;
- (3) a transfer made pursuant to a court order;
- (4) a transfer to a government or governmental agency;
- (5) a transfer by foreclosure or deed in lieu of foreclosure;
- (6) a transfer to heirs or devisees of a decedent;
- (7) a transfer from a cotenant to one or more other cotenants;

(8) a transfer made to a spouse, parent, grandparent, child, or grandchild of the seller;

(9) a transfer between spouses resulting from a decree of marriage dissolution or from a property settlement agreement incidental to that decree;

(10) an option to purchase a unit in a common interest community, until exercised;

(11) 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);

(12) a transfer to a tenant who is in possession of the residential real property; or

(13) a transfer of special declarant rights under section 515B.3-104.

(e) A seller may provide the written disclosure required under this section to a real estate licensee representing or assisting a prospective buyer. The written disclosure provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If the written disclosure 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.

Subd. 4. Radon warning statement. The radon warning statement must include the following language: 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."

Subd. 5. Liability; transfer not invalidated. (a) A seller who fails to make a radon disclosure as required by this section, and is aware of material facts pertaining to radon concentrations in the dwelling, is liable to the buyer.

(b) A buyer who is injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court. An action under this subdivision must be commenced within two years after the date on which the buyer closed the purchase or transfer of the real property.

(c) This section does not invalidate a transfer solely because of the failure of any person to comply with a provision of this section. This section does not prevent a court from ordering a rescission of the transfer.

Subd. 6. Effective date. This section is effective January 1, 2014, and applies to agreements to sell or transfer residential real property executed on or after that date.

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL home buyers 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.

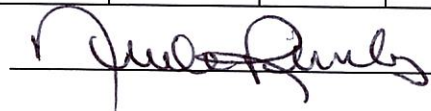
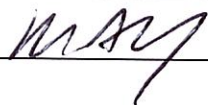
Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers 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."

Seller's Disclosure of Radon

Seller, answer each question with a check for "yes" or "no" where indicated or "unknown."

	Yes	No	Unknown
Seller has knowledge of radon concentrations in the dwelling.			X
One or more radon tests have been conducted in the dwelling.			X
Seller has records or reports pertaining to radon concentrations within the dwelling. <i>If Seller has answered "yes," then the most current records and reports pertaining to radon concentrations within the dwelling are attached.</i>			X
Has a mitigation system been installed? <i>If Seller has answered "yes," then information regarding the radon mitigation system, including system description and documentation, is attached.</i>			X
Radon concentrations at or above the U.S. Environmental Protection Agency Radon Action Level are known to be present within the dwelling.			X
Radon concentrations have been mitigated to below the U.S. Environmental Protection Agency Radon Action Level.			X

Seller(s) signatures: _____



[date] _____

Buyer received this Disclosure and the brochure entitled "Radon in Real Estate Transactions" published by the Minnesota Department of Health.

Buyer(s) signatures: _____

**METHAMPHETAMINE PRODUCTION
DISCLOSURE STATEMENT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2006, Minnesota Association of REALTORS®, Edina, MN

1. Date 7-1-26
2. Page 1 of 2 pages: THE MAP AND
3. CONTRACTOR'S VERIFICATION, IF ANY, ARE
4. ATTACHED HERETO AND MADE A PART HEREOF

5. Property located at 1168 US Hwy 44
6. in the City of Verdi township, County of Lincoln,
7. State of Minnesota, legally described as follows or on attached sheet (the "Property")
8. Parcel 13-0026-000 Acreage Part of the E 1/2
9. in Sec 6, 109 46, Lincoln County, MN
10. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any party(ies) in
11. this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

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

12. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statute 152.0275, Subd. 2 (m). Seller discloses
13. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this
14. information in deciding whether and on what terms to purchase the Property. Seller authorizes any licensee(s)
15. representing or assisting any party(ies) in this transaction to provide a copy of this Statement to any person or entity
16. in connection with any actual or anticipated sale of the Property.

17. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose
18. the information required under MN Statute 152.0275, Subd. 2 (m), at the time of sale, and who knew or had reason to
19. know of methamphetamine production on the Property, is liable to Buyer or transferee for costs relating to remediation
20. of the Property according to the Department of Health's Clandestine Drug Labs General Cleanup Guidelines (Guidelines)
21. and for reasonable attorneys' fees for collection of costs from Seller. An action under this section must be commenced
22. within six years after the date on which Buyer closed the purchase or transfer of the Property where the methamphetamine
23. production occurred.

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

29. METHAMPHETAMINE PRODUCTION DISCLOSURE:

30. (Check the appropriate box.)

31. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

32. ☐ Seller is aware that methamphetamine production has occurred on the Property.

33. A. If Seller is aware that methamphetamine production has occurred on the Property, Seller ☐ IS ☐ IS NOT aware
34. if there are currently, or have previously been, any orders issued on the Property by any governmental authority
35. ordering the remediation of a public health nuisance or by-products or degradates from the manufacture of
36. methamphetamine on the Property.

37. B. If answer under (A) is IS, Seller certifies that all orders ☐ HAVE ☐ HAVE NOT been vacated.
----- (Check one.) -----

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

**METHAMPHETAMINE PRODUCTION
DISCLOSURE STATEMENT**

39. Page 2

40. Property located at _____
41. C. If Seller is aware that methamphetamine production has occurred on the Property and no order was issued
42. against the Property, the Seller makes the following representation regarding the status of removal and
43. remediation of contaminants on the Property.
44. (Check one.)

45. ☐ The Property has been remediated according to the Department of Health Guidelines. Attached is a copy
46. of the contractor's verification that the work was completed according to the Department of Health Guidelines;
47. or
48. ☐ Other (explain): _____

49. _____

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

52. **SELLER'S STATEMENT:**

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

54. Seller(s) hereby states that the representations as stated above are true and accurate and authorizes any licensee(s)
55. representing or assisting any party(ies) in this transaction to provide a copy of this Statement to any person or entity
56. in connection with any actual or anticipated sale of the Property.

57. MAJ 7-1-26 [Signature] 7/1/26
(Seller) (Date) (Seller) (Date)

58. **BUYER'S ACKNOWLEDGEMENT:**

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

60. I/We, the Buyer(s) of the Property, acknowledge receipt of this Statement and agree that no representations regarding
61. methamphetamine production on the Property have been made other than those made above.

62. _____
(Buyer) (Date) (Buyer) (Date)

63. **SELLER'S ACKNOWLEDGEMENT:**

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

65. **AS OF THE DATE BELOW**, I/we, the Seller(s) of the Property, state that the representations stated above are the
66. same, **except for changes as indicated below.**

67. _____

68. _____

69. _____

70. _____

71. _____

72. _____

73. _____
(Seller) (Date) (Seller) (Date)

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