



SELLER'S PROPERTY DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2009 Minnesota Association of REALTORS®, Edina, MN

- 1. Date January 26, 2010
2. Page 1 of 9 pages

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

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

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

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

21. Property located at 2850 Becker Rd.
22. City of Independence, County of Hennepin, State of Minnesota.

A. GENERAL INFORMATION:

24. (1) When did you [] Acquire [X] Build the home? 2001
(Include one.)

25. (2) Type of title evidence: [] Abstract [X] Registered (Torrens)
26. Location of Abstract:

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? [X] Yes [] No
29. If "No," explain:

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

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

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

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

34. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size 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 [X] 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 [X] No

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

42. (12) Comments:

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

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

46. Property located at 2850 Becker Rd. Independence, MN 55359

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

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

50. If "Yes," give details of what happened and when: Hail Damage 2008,
51. New Roof 2009

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

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

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

62. If "Yes," please explain: _____
63. _____
64. _____
65. _____

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

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

68. If "Yes," give details of what happened and when: _____
69. _____
70. _____
71. _____

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

73. (5) Do you have or have you previously had any pets? Yes No
74. If "Yes," indicate type Dogs and number 3

75. (6) Comments: _____
76. _____
77. _____
78. _____

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

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

82. Property located at 2850 Becker Rd, Independence

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 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (e) leakage/seepage | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 88. (b) drain tile problem | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (f) sewer backup | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 89. (c) flooding | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (g) wet floors/walls | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 90. (d) foundation problem | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (h) other | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

91. Give details to any questions answered "Yes":
92. _____
93. _____
94. _____
95. _____
96. _____
97. _____
98. _____
99. _____
100. _____

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

102. (a) what is the age of the roofing material? 1 years
103. (b) has there been any interior or exterior damage? Yes No
104. (c) has there been interior damage from ice buildup? Yes No
105. (d) has there been any leakage? Yes No
106. (e) have there been any repairs or replacements made to the roof? Yes No

107. Give details to any questions answered "Yes": New Roof - 2009
108. _____
109. _____
110. _____
111. _____
112. _____
113. _____
114. _____
115. _____
116. _____

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

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

120. Property located at 2850 Becker Rd. Independent

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.**

		In Working Order		In Working Order		In Working Order		
		Yes	No	Yes	No	Yes	No	
128.	Air-conditioning.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>
129.	<input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window			<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV antenna system.....	<input type="checkbox"/>	<input type="checkbox"/>
130.	Air exchange system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV cable system.....	<input type="checkbox"/>	<input type="checkbox"/>
131.	Carbon Monoxide Detector.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incinerator.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
132.	Ceiling fan.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intercom.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
133.	Dishwasher.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
134.	Doorbell.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
135.	Drain tile system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
136.	Dryer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool and equipment.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137.	Electrical system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/oven.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138.	Exhaust system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range hood.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
139.	Fire sprinkler system.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refrigerator.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
140.	Fireplace.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
141.	Fireplace mechanisms.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
142.	Furnace humidifier.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143.	Freezer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
144.	Garage door opener (GDO).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
145.	Garage auto reverse.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
146.	GDO remote.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147.	Comments: _____							
148.	_____							

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
(Check one.)

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*.)

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

16u. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

161. Property located at 2850 Becker Rd. Independence
162. **F. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
163. (Check appropriate box.)
164. Seller certifies that Seller does not know of any wells on the above-described real property.
165. 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? Yes No
168. To your knowledge, is this property in a Special Well Construction Area? Yes 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 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 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. 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.**

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

203. Property located at 2850 Becker Rd, Independence

204. **K. CEMETERY ACT:**

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

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

210. If "Yes," please explain: _____

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

215. **L. ENVIRONMENTAL CONCERNS:**

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

218. Asbestos?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Mold?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
219. Diseased trees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Radon?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
220. Formaldehyde?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Soil problems?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
221. Hazardous wastes/substances?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Underground storage tanks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
222. Lead? (e.g., paint, plumbing)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Other?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

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

226. Give details to any question answered "Yes": Moisture Test, Water Intrusion,
227. See attached for details -

228. _____

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

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

232. If "Yes," explain below: _____

233. _____

234. _____

235. _____

236. **N. ADDITIONAL COMMENTS:**

237. _____

238. _____

239. _____

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

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.**

MN: SPDS-7 (8/09)

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

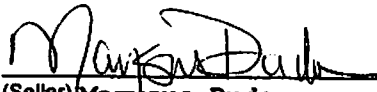
278. Property located at _____
279. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
280. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
281. may be obtained by contacting the local law enforcement offices 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. _____ 01/26/2010
(Seller) Mark Duda (Date)

 _____ 01/26/2010
(Seller) Marysue Duda (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. _____ (Date) _____ (Date)
(Buyer) (Buyer)

297. **S. SELLER'S ACKNOWLEDGEMENT:**

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. _____ (Date) _____ (Date)
(Seller) Mark Duda (Seller) Marysue Duda

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.**

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;
329. (10) a transfer of newly constructed residential property that has not been inhabited;
330. (11) an option to purchase a unit in a common interest community, until exercised;
331. (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);
333. (13) a transfer to a tenant who is in possession of the residential real property; or
334. (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
342. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
343. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
344. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing
345. home.
346. **B. Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register
347. under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner,
348. provides a written notice that information about the predatory offender registry and persons registered with the
349. registry may be obtained by contacting the local law enforcement agency where the property is located or the
350. Department of Corrections.
351. **C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B**
352. for property that is not residential property.
353. **D. Inspections.**
354. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property
355. if a written report that discloses the information has been prepared by a qualified third party and provided to
356. the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local
357. governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise
358. necessary to meet the industry standards of practice for the type of inspection or investigation that has been
359. conducted by the third party in order to prepare the written report.
360. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information
361. 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.



WELL DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2007 Minnesota Association of REALTORS®, Edina, MN

- 1. Date January 26, 2010
- 2. Page 1 of 3 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
- 5. disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement
- 6. is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property,
- 7. or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In
- 8. 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
- 10. 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
- 11. status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection
- 12. of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real
- 13. 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
- 15. local unit(s) of government, state agency or qualified professional which regulates wells for further information about
- 16. these issues.
- 17. **Instructions for completion of this form are on the reverse side.**

18. **PROPERTY DESCRIPTION:** Street Address: 2850 Becker Road

19. Independence 55359 Hennepin
 (City) (Zip) (County)

20. **LEGAL DESCRIPTION:** Lot 014 Block 002 Woodhill Farms

21. _____

22. _____

23. _____

24. _____

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.

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SEALED
31. Well 1	<u>655065</u>	<u>270</u>	<u>2001</u>	<u>Water Well</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Well 2	<u>H194964</u>	<u>141</u>	<u>2001</u>	<u>Water Well</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
33. 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.**

43. Property located at 2850 Becker Road
Independence, MN 55359

44. OTHER WELL INFORMATION:

45. Date well water last tested for contaminants: April 17, 2002 Test results attached? Yes No

46. Comments: _____

47. _____

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? May 5, 2002

56. Who sealed the well? Don Stodola Well Company


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
60. 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
62. best of my knowledge.

63. _____ 01/26/2010
(Seller or Designated Representative) (Date)
Mark Duda

 _____ 01/26/2010
(Seller or Designated Representative) (Date)
Marysue Duda

64. BUYER'S ACKNOWLEDGEMENT:

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

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

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. **WATER WELL:** 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.**

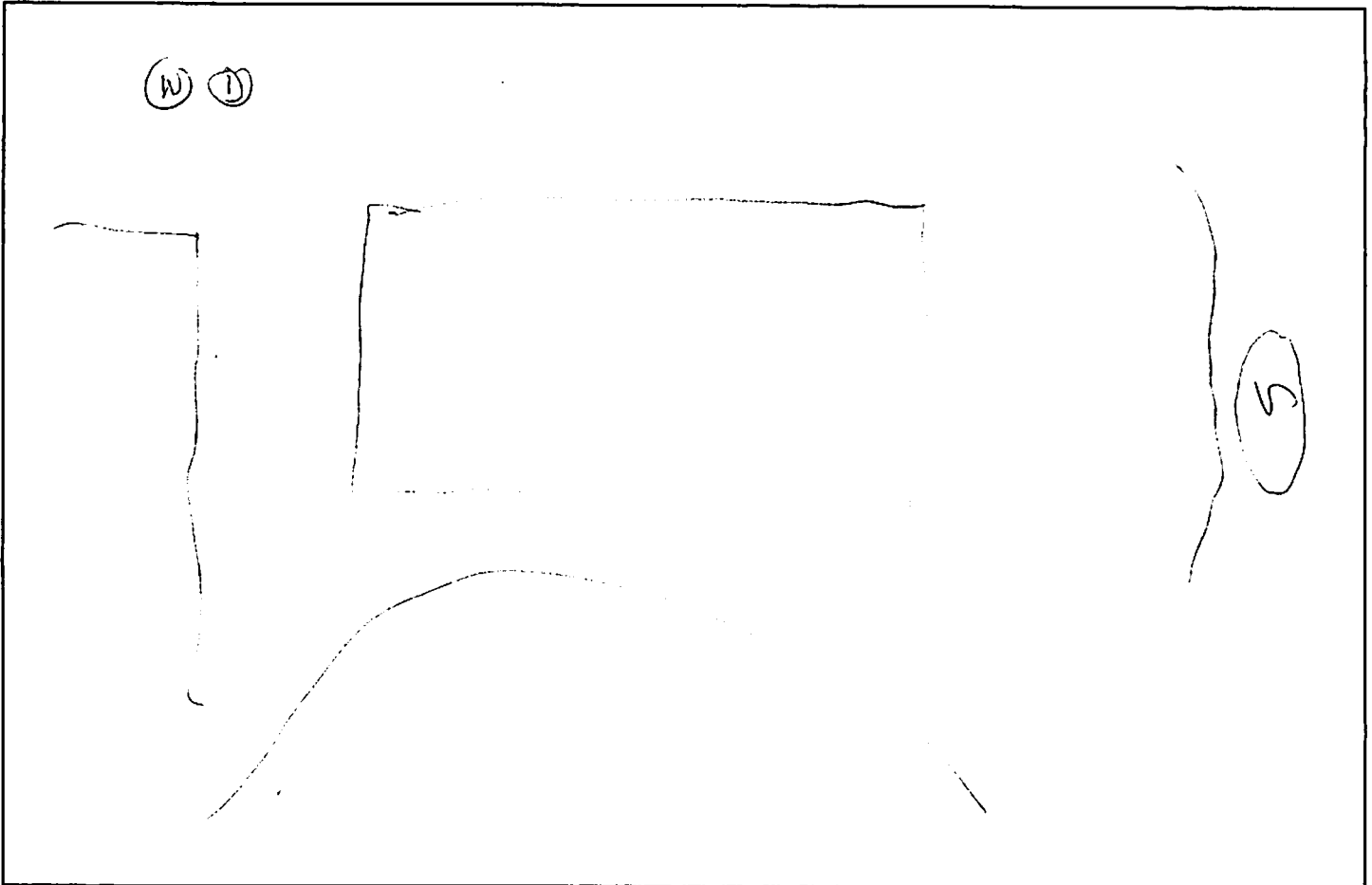
MN-WDS-3 (8/07)

LOCATION MAP

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2009 Minnesota Association of REALTORS®, Edina, MN

1. Page 1 of 1 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.
3. 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 2850 Becker Road
7. Independence, MN 55359



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial: MSD 01/26/2010
(Seller) (Date) (Buyer) (Date)

10. 01/26/2010
(Seller) (Date) (Buyer) (Date)

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



SHORT SALE DISCLOSURE

BROKERAGE

LISTING AGENT

Property Address: 2850 Becker Road
 Seller: Maki Maysie Duda Buyer: _____

This disclosure will serve as a independent agreement and relates to contact executed by the buyer and seller named above. It is expressly understood by all parties that the seller owes more than the amount of the contract and is unable to bring cash to closing therefore the sale will require the approval of the lender.

Please note that the property will continue to be on the market until the lender accepts an offer.

Following are some potential issues that can affect a short sale:

1. After the lender receives the short sale packet, the lender may require at least 30-45 business days to approve the short sale. After approval, the sale must close within lender approved time frame, typically 30 calendar days.
2. The seller will receive no cash from this transaction. Any funds usually due to the seller will be paid to the lender.
3. The seller has no additional cash and will be unable to pay for any closing costs, such as the buyer's appraisal or income warranty. Should the buyer desire a home warranty they are free to purchase one at closing.
4. The seller may be unable to pay for maintaining the property. The property will remain in the current condition through closing; the seller will not be able to make any repairs to the property.
5. The seller's broker will split the commission 50/50 with the buyer's broker on any commission paid by the lender that is under what has been advertised in the MLS. Please note that since the lender is taking less than what is owed to them in a short sale, the lender in some cases may negotiate a lower commission percentage.
6. The seller's forgiven or cancelled debt may be taxable income. The seller should discuss this matter with a tax professional. This has no bearing whatsoever on the buyer.
7. In some cases the lender may pursuit a deficiency judgment against the seller for any funds not collected at closing. This has no bearing whatsoever on the buyer.

By signing this disclosure, you acknowledge that you have read and understand these situations. Any changes to the commission rate will be provided by the lender at the time of the lender's final approval of this short sale.

Maki Maysie Duda
 Seller's Signature

1/25/2010
 Date

 Buyer's Signature Date

Maki Maysie Duda
 Seller's Signature

1/26/2010
 Date

 Buyer's Signature Date

[Signature]
 Listing Broker's Signature

1-26-10
 Date

 Selling Broker's Signature Date

Ten Finkhal Real Estate
 Listing Brokerage/Company

 Selling Brokerage/Company

 Date

 Date