

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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1. Date 4/14/2020
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

5. Property located at 45539 Co. Hwy. 36
6. City of FRAZEE, County of BECKER, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
9. prospective Buyer (see *Disclosure Statement: Seller's Property Disclosure Statement*) or satisfy one of the
10. following two options. Disclosures made herein, if any, are not a warranty or guarantee of any kind by Seller or
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

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

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

23. The inspection report was prepared by _____

24. _____

25. and dated _____, 20____.

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

28. _____

29. _____

30. _____

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

33. _____

34. _____

35. _____

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

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
44. property that occur, other than those disclosure requirements created by any other law.

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

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49. **OTHER REQUIRED DISCLOSURES:**

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

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

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

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

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

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

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

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

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

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

70. Comments: _____

71. _____

72. _____

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

74. There ☐ **IS** ☒ **IS NOT** an exclusion from market value for home improvements on this property. Any valuation
75. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
76. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
77. consequences.

78. Additional comments: _____

79. _____

80. _____

81. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

84. ☐ Seller is aware that methamphetamine production has occurred on the property.
85. (See *Disclosure Statement: Methamphetamine Production.*)

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88. E. RADON DISCLOSURE:

90. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
91. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
92. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
93. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

99. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
100. Department of Health's publication entitled *Radon In Real Estate Transactions*, which can be found at
101. www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

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

112. _____

113.

114. _____

116. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
117. description and documentation.

118. _____

119. _____

120. _____

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

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

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

134. Examples of exterior moisture sources may be

- 135. • improper flashing around windows and doors,
- 136. • improper grading,
- 137. • flooding,
- 138. • roof leaks.

139. Examples of interior moisture sources may be

- 140. • plumbing leaks,
- 141. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 142. • overflow from tubs, sinks or toilets,
- 143. • firewood stored indoors,
- 144. • humidifier use,
- 145. • inadequate venting of kitchen and bath humidity,
- 146. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 147. • line-drying laundry indoors,
- 148. • houseplants—watering them can generate large amounts of moisture.

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

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

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

160. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
161. Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

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

MN:DS:SDA-4 (8/14)

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168. Property located at 45539 Co. Hwy. 36 FRAZEE, MN

169. J. SELLER'S STATEMENT:

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

171. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
172. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
173. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
174. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
175. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
176. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
177. provide a copy to the prospective buyer.

178. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
179. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
180. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
181. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
182. *Disclosure Statement* form.

183. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
184. and will NOT disclose any new or changed information regarding facts.

185. **OTHER REQUIRED DISCLOSURES (Sections A-E):** Whether Seller has elected a Qualified-Third Party Inspection
186. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
187. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
188. *Disclosure* form.

189.  4/14/20 _____
(Seller) (Date) (Seller) (Date)

190. K. BUYER'S ACKNOWLEDGEMENT:

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

192. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
193. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
194. been made, other than those made in this form.

195. _____
(Buyer) (Date) (Buyer) (Date)

196. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE**
197. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:DS:SDA-5 (8/14)