

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

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1. Date 8-11-14
2. Page 1

3. Addendum to Purchase Agreement between parties, dated _____,
4. pertaining to the purchase and sale of the property at 312 1st St NE
5. Grand Meadow, MN 55936

6. Section I: Lead Warning Statement

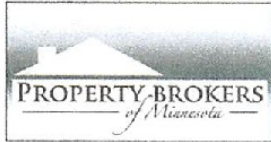
7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of
9. developing lead poisoning. Lead poisoning in young children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

15. Seller's Disclosure (initial)

16. PW KW (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)
18. Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):
20. _____
21. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22. PW KW (b) Records and reports available to the seller.
23. (Check one below.)
24. Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below):
26. _____
27. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (initial)

30. _____ (c) Buyer has received copies of all information listed under (b) above.
31. _____ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
32. _____ (e) Buyer has (check one below):
33. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or
36. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.



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DISCLOSURE OF INFORMATION ON
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PAINT HAZARDS

38. Page _____

39. Property located at 312 1st St NE Grand Meadow, MN 55936

40. Real Estate Licensee's Acknowledgement (initial)

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

43. Certification of Accuracy

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

46. [Signature] 8-11-14 (Date) (Buyer)

47. [Signature] 8-11-14 (Date) (Buyer)

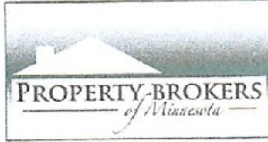
48. [Signature] 8-11-14 (Date) (Real Estate Licensee) Brenda Sheldon

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

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection

52. shall be completed within [] ten (10) [] calendar days after Final Acceptance of the Purchase Agreement.
(Check one.)

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



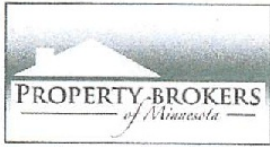
**DISCLOSURE STATEMENT:
METHAMPHETAMINE PRODUCTION**

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1. Date 8-11-14
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 312 1st St NE
6. in the City of Grand Meadow, County of Mower,
7. State of Minnesota, legally described as follows or on attached sheet (the "Property")
8. Properties 25004 019 Lot 1 & N 1/2 Lot 2 Block 19
- 9.
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.
12. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS**
13. **OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN**
14. **BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE / INSPECTION / DEFECTS.**
15. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statute 152.0275, Subd. 2 (m). Seller discloses
16. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this
17. information in deciding whether and on what terms to purchase the Property. Seller authorizes any licensee(s)
18. representing or assisting any party(ies) in this transaction to provide a copy of this Statement to any person or entity
19. in connection with any actual or anticipated sale of the Property.
20. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose
21. the information required under MN Statute 152.0275, Subd. 2 (m), at the time of sale, and who knew or had reason to
22. know of methamphetamine production on the Property, is liable to Buyer or transferee for costs relating to remediation
23. of the Property according to the Department of Health's Clandestine Drug Labs General Cleanup Guidelines (Guidelines)
24. and for reasonable attorneys' fees for collection of costs from Seller. An action under this section must be commenced
25. within six years after the date on which Buyer closed the purchase or transfer of the Property where the methamphetamine
26. production occurred.
27. The following are representations made by Seller to the extent of Seller's actual knowledge. This information is a
28. disclosure and is not intended to be part of any contract between Buyer and Seller.
29. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**
30. *(Check the appropriate boxes.)*
31. Seller is aware that methamphetamine production has occurred on the Property.
32. A. If Seller is aware that methamphetamine production has occurred on the Property, Seller IS IS NOT aware
33. if there are currently, or have previously been, any orders issued on the Property by any governmental authority
34. ordering the remediation of a public health nuisance or by-products or degradates from the manufacture of
35. methamphetamine on the Property.
36. B. If answer under (A) is IS, Seller certifies that all orders HAVE HAVE NOT been vacated.

MN:DS:MP-1 (8/14)



**DISCLOSURE STATEMENT:
METHAMPHETAMINE PRODUCTION**

37. Page 2

38. Property located at 312 1st St NE Grand Meadow MN 55936

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



43. The Property has been remediated according to the Department of Health Guidelines. Attached is a copy
44. of the contractor's verification that the work was completed according to the Department of Health Guidelines;
45. or

46. Other (explain): _____
47. _____

48. **SELLER'S STATEMENT:** (To be signed at time of listing.)

49. Seller(s) hereby states that the facts as stated above are true and accurate and authorizes any licensee(s)
50. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person
51. or entity in connection with any actual or anticipated sale of the property. A seller may provide this Disclosure Statement
52. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
53. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
54. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
55. buyer, the real estate licensee must provide a copy to the prospective buyer.

56. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed herein
57. (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or
58. enjoyment of the property or any intended use of the property that occur up to the time of closing. To disclose
59. new or changed facts, please use the *Amendment to Disclosure Statement* form.

60.  8-11-14  8-11-14
(Seller) PAUL WYTASKE (Date) (Seller) KELLY WYTASKE (Date)

61. **BUYER'S ACKNOWLEDGEMENT:** (To be signed at time of purchase agreement.)

62. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Methamphetamine Production*
63. and *Location Map* and agree that no representations regarding facts have been made other than those made above.

64. _____
(Buyer) (Date) (Buyer) (Date)

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

MN.DS:MP-2 (8/14)



**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

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1. Date 8-11-14
2. Page 1 of 12 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

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

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to
8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect
9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before
11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,
12. of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the
13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*
15. form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any
16. kind by Seller or licensee(s) representing or assisting any party in the transaction and are not a substitute for any
17. inspections or warranties the party(ies) may wish to obtain.

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

19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a

20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause

21. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in

23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any

24. other option.

25. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it inspected

26. by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers NO to any of the questions

27. listed below, it does not necessarily mean that it does not exist on the property. NO may mean that Seller is unaware

28. that it exists on the property.

29. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or

30. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your

31. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.

32. (6) If any items do not apply, write "NA" (not applicable).

33. Property located at 312 1st St NE

34. City of Grand Meadow, County of Mower, State of Minnesota.

A. GENERAL INFORMATION:

36. (1) What date Sept 2003 did you Acquire Build the home?
.....(Check one).....

37. (2) Type of title evidence: Abstract Registered (Torrens)

38. Location of Abstract: _____

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

40. (3) Have you occupied this home continuously during your ownership? Yes No

41. If "No," explain: _____

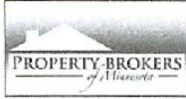
42. (4) Is the home suitable for year-round use? Yes No

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

44. (6) To your knowledge, does the property include a manufactured home? Yes No

45. If "Yes," HUD #(s) is/are _____

46. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? Yes No



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

49. Property located at 312 1st St NE Grand Meadow

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

51. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size requirements? [] Yes [] No [] Unknown

52. If "No," or "Unknown," Buyer should consult the local zoning authority.

53. (9) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

54. (a) Do you know which zone the property is located in? [] Yes [X] No

55. If "Yes," which zone? _____

56. (b) Have you ever had a flood insurance policy? [] Yes [X] No

57. If "Yes," is the policy in force? [] Yes [] No

58. If "Yes," what is the annual premium? \$ _____

59. If "Yes," who is the insurance carrier? _____

60. (c) Have you ever had a flood claim with your insurance carrier or FEMA? [] Yes [] No

61. If "Yes," please explain: _____

62. _____

63. NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after Buyer completes their purchase.

64. Are you aware of any (10) encroachments? [] Yes [X] No

65. (11) association, covenants, historical registry, reservations or restrictions that affect or may affect the use or future resale of the property? [] Yes [X] No

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

67. (13) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

68. _____

69. _____

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

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

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

73. _____

74. (2) Have you ever had an insurance claim(s) against your Homeowner's Insurance Policy? [] Yes [X] No

75. If "Yes," what was the claim(s) for (e.g., hail damage to roof)?

76. _____

77. Did you receive compensation for the claim(s)? [] Yes [] No

78. If you received compensation, did you have the items repaired? [] Yes [] No

79. What dates did the claim(s) occur? _____

80. _____





DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

90. Page 3

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

92. Property located at 312 1st St NE Grand Meadow

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

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

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

100. If "Yes," please explain: Replaced wiring - see attached Supplement

102. (c) Are you aware of any work performed on the property for which appropriate permits were not obtained? [] Yes [X] No

104. If "Yes," please explain:

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

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

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

110. If "Yes," indicate type _____ and number _____

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

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

116. (1) THE FOUNDATION: To your knowledge, the type of foundation is (i.e., block, poured, wood, stone, other):

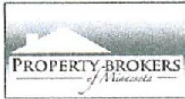
117. Poured

118. (2) THE BASEMENT, CRAWLSPACE, SLAB:

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

123. Give details to any questions answered "Yes":
124. When the ground gets really saturated there is
125. seepage. Normal cracks for age of house





DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

128. Property located at 312 1st St NE Grand Meadow

- 129. (3) THE ROOF: To your knowledge,
130. (a) what is the age of the roofing material? 2011 years
131. (b) has there been any interior or exterior damage?
132. (c) has there been interior damage from ice buildup?
133. (d) has there been any leakage?
134. (e) have there been any repairs or replacements made to the roof?

135. Give details to any questions answered "Yes":
136. Replaced Shingles 2011

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

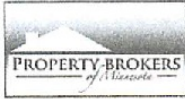
139. NOTE: This section refers only to the working condition of the following items. Answers apply to all such items unless otherwise noted in comments below. Personal property is included in the sale ONLY IF specifically referenced in the Purchase Agreement.

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

Table with columns for 'In Working Order' (Yes/No) and item descriptions. Items include Air-conditioning, Heating system, Trash compactor, TV antenna system, etc. Includes handwritten notes like 'negotiable' and 'shingles'.

165. Comments:

166.



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

169. Property located at 312 1st St NE Grand Meadow

170. E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

171. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

172. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving

173. the above-described real property. (If answer is DOES, and the system does not require a state permit, see

174. Subsurface Sewage Treatment System Disclosure Statement.)

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

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

179. F. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.)

180. (Check appropriate box.)
181. Seller certifies that Seller does not know of any wells on the above-described real property.
182. Seller certifies there are one or more wells located on the above-described real property.
183. (See Well Disclosure Statement.)

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

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

187. G. PROPERTY TAX TREATMENT:

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

189. (Check appropriate box.)

190. There IS IS NOT an exclusion from market value for home improvements on this property. Any

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

194. Additional comments:

195.

196. Preferential Property Tax Treatment

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

198. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve, Veterans' Benefits,

199. Non-Profit Status) Yes No

200. If "Yes," would these terminate upon the sale of the property? Yes No

201. Explain:

202.

203. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

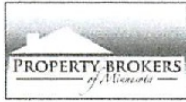
204. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

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

206. Seller is aware that methamphetamine production has occurred on the property.

207. (See Methamphetamine Production Disclosure Statement.)

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



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

215. Property located at 312 1st St NE Grand Meadow

216. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS: MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the sale of the home.

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

222. To your knowledge, are you aware of any human remains, burials or cemeteries located on the property? [] Yes [X] No

224. If "Yes," please explain:

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

230. L. ENVIRONMENTAL CONCERNS: To your knowledge, have any of the following environmental concerns previously existed or do they currently exist on the property?

- 233. Animal/Insect/Pest Infestations? [] Yes [X] No Lead? (e.g., paint, plumbing) [] Yes [X] No
234. Asbestos? [X] Yes [] No Mold? [] Yes [X] No
235. Diseased trees? [] Yes [X] No Soil problems? [] Yes [X] No
236. Formaldehyde? [] Yes [X] No Underground storage tanks? [] Yes [X] No
237. Hazardous wastes/substances? [] Yes [X] No
238. Other? asbestos will be secured [] Yes [] No

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

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

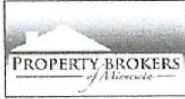
242. Give details to any question answered "Yes":

245. M. RADON DISCLOSURE: (The following Seller disclosure satisfies MN Statute 144.496.)

247. 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.

251. 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 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.





DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

258. Property located at 312 1st St NE Grand Meadow

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

262. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by the court. Any such action must be commenced within two years after the date on which the buyer closed the purchase or transfer of the real property.

267. SELLER'S REPRESENTATIONS: The following are representations made by Seller to the extent of Seller's actual knowledge.

269. (a) Radon test(s) [] HAVE [X] HAVE NOT occurred on the property. (Check one.)

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

272. _____
273. _____
274. _____

275. (c) There [] IS [X] IS NOT a radon mitigation system currently installed on the property. (Check one.)

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

278. _____
279. _____
280. _____

281. EXCEPTIONS: See Section R for exceptions to this disclosure requirement.

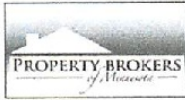
282. N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:

283. Notices: Seller [] HAS [X] HAS NOT received a notice regarding any proposed improvement project from any assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach and/or explain:

285. _____
286. _____
287. _____

288. Other Defects/Material Facts: Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property? [] Yes [X] No

291. If "Yes," explain: _____
292. _____
293. _____
294. _____
295. _____



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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

298. Property located at 312 1st St NE Grand Meadow

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

302. Examples of exterior moisture sources may be

- 303. • improper flashing around windows and doors,
304. • improper grading,
305. • flooding,
306. • roof leaks.

307. Examples of interior moisture sources may be

- 308. • plumbing leaks,
309. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
310. • overflow from tubs, sinks or toilets,
311. • firewood stored indoors,
312. • humidifier use,
313. • inadequate venting of kitchen and bath humidity,
314. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
315. • line-drying laundry indoors,
316. • houseplants—watering them can generate large amounts of moisture.

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

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

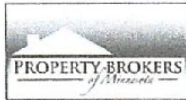
324. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the property inspected for moisture problems before entering into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

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

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

336. Q. ADDITIONAL COMMENTS:
337.
338.
339.
340.
341.





**DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT**

342. Page 9

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

344. Property located at 312 1st St NE Grand Meadow

345. **R. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**

346. **Exceptions**

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

- 348. (1) real property that is not residential real property;
- 349. (2) a gratuitous transfer;
- 350. (3) a transfer pursuant to a court order;
- 351. (4) a transfer to a government or governmental agency;
- 352. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 353. (6) a transfer to heirs or devisees of a decedent;
- 354. (7) a transfer from a co-tenant to one or more other co-tenants;
- 355. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 356. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 358. (10) a transfer of newly constructed residential property that has not been inhabited;
- 359. (11) an option to purchase a unit in a common interest community, until exercised;
- 360. (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);
- 362. (13) a transfer to a tenant who is in possession of the residential real property; or
- 363. (14) a transfer of special declarant rights under section 515B.3-104.

364. **MN STATUTES 144.496: RADON AWARENESS ACT**

365. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers
366. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

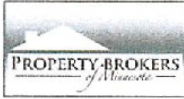
367. **Waiver**

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

371. **No Duty to Disclose**

- 372. A. There is no duty to disclose the fact that the property
- 373. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
- 374. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
- 375. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
- 376. (3) is located in a neighborhood containing any adult family home, community-based residential facility or
- 377. nursing home.
- 378. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
- 379. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
- 380. manner, provides a written notice that information about the predatory offender registry and persons registered
- 381. with the registry may be obtained by contacting the local law enforcement agency where the property is
- 382. located or the Department of Corrections.
- 383. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A
- 384. and B for property that is not residential property.
- 385. D. **Inspections.**
- 386. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real
- 387. property if a written report that discloses the information has been prepared by a qualified third party
- 388. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
- 389. federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably
- 390. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
- 391. or investigation that has been conducted by the third party in order to prepare the written report.
- 392. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information
- 393. included in a written report under paragraph (i) if a copy of the report is provided to Seller.

MN:DS:SPDS-9 (12/13)



DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

394. Page 10

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

396. Property located at 312 1st St NE Grand Meadow

397. S. SELLER'S STATEMENT:

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

399. Seller(s) hereby states the material facts as stated above are true and accurate and authorizes any licensee(s)
400. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to
401. any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this
402. Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure
403. Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have
404. been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee
405. representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective
406. buyer.

407. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed
408. herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's
409. use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
410. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

411. Paul Wytaske 8-11-14 Paul Wytaske 8/11/14
(Seller) PAUL WYTASKE (Date) (Seller) (Date)

412. T. BUYER'S ACKNOWLEDGEMENT:

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

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

416. _____
(Buyer) (Date) (Buyer) (Date)

417. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE
418. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

MN:DS:SPDS-10 (12/13)



Radon in Real Estate Transactions



All Minnesota homes can have dangerous levels of **radon gas** in them. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the earth. When inhaled, its radioactive particles can damage the cells that line the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon, making it a serious health concern for all Minnesotans.

It **does not matter if the home is old or new** and the only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates **2 in 5 homes built before 2010** and **1 in 5 homes built since 2010** exceed the 4.0 pCi/L action level.



In Minnesota, buyers and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, it is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesota Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a radon test when purchasing a house. The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.



Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, **before signing a purchase 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 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

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."

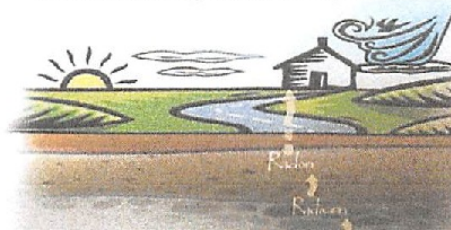
Radon Facts

How dangerous is radon?

Radon is the **number one cause of lung cancer in non-smokers** and the **second leading cause of lung cancer overall**, next to tobacco smoking. Thankfully, much of this risk can be prevented through testing and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

Where is your greatest exposure to radon?

Radon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sealed or drafty, with or without a basement, **any home can have high levels of radon.**



Where does Radon come from?

Radon comes from the soil. It is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structure.

I have a new home, aren't radon levels reduced already?

Homes built in Minnesota since June 2009 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistant New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

What is the recommended action based on my results?

If the average radon in the home is at or above **4.0 pCi/L**, the **house should be fixed**. Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.

How are radon tests conducted in real estate transactions?

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, there are special protocols for radon testing.



Continuous Radon Monitor (CRM)

Fastest

Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.

Test report is analyzed to ensure that it is a valid test.



Simultaneous Short-term Testing

Second fastest

Two short-term test kits are used at the same time, placed 6-12 inches apart, for a minimum of 48 hours.

Test kits are sent to the lab for analysis.

The two test results are averaged to get the radon level.



Sequential Short-term Testing

Slowest

One short-term test is performed for a minimum of 48 hours.

Test kit is sent to lab for analysis.

Another short-term kit is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 hours.

Test kit is sent to the lab for analysis.

The two test results are averaged to get the radon level.

Radon Testing

House conditions when testing

Be aware that any test lasting less than three months requires closed-house conditions.

Closed-house Conditions: Mean keeping all windows and doors closed, except for normal entry and exit.

Before Testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During Testing: Maintain closed-house conditions during the entire duration of the short term test. Operate home heating or cooling systems normally during the test.

Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

The test kit should be placed:

- two to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be tested. For instance, if the house has one or more of the following foundation types—basement, crawl space, slab-on-grade—a test should be performed in the basement and in at least one room over the crawlspace and one room with a slab-on-grade area.

Who should conduct radon testing in real estate transactions?

All radon tests should be conducted in accordance with national radon measurement protocols, by a certified and MDH-listed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon web site. A seller may have previously conducted testing in a property. If the test result is at or above the action level, the home should be mitigated.

Radon Mitigation

Lowering radon in existing homes – Radon Mitigation

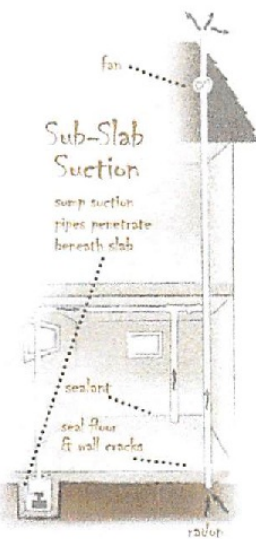
When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L.

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.



Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation;
- Names of trained, certified and MDH-listed radon professionals;

MDH Radon Program

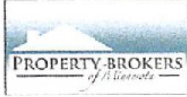
625 Robert St. N
P.O. Box 64875
St. Paul, MN 55164-0975
(651) 201-4601
(800) 798-9050



Email: health.indoorair@state.mn.us
Web: www.health.state.mn.us/radon

10/2013 ICS 141-3722

Instant
forms



NEIGHBORHOOD FACTS

FROM THE OWNERS OF: 312 1st St NE

DO YOU KNOW WHERE THE SCHOOL BUS STOPS?

WHAT ARE YOUR FAVORITE SHOPPING AREAS?

WHAT ARE YOUR FAVORITE RECREATIONAL AREAS? Pine Lawn

WHAT HAVE YOU ENJOYED MOST ABOUT THE HOUSE? Location

WHAT HAVE YOU ENJOYED MOST ABOUT THE NEIGHBORHOOD? Quiet neighborhood, parade route

WHAT HAVE YOU ENJOYED MOST ABOUT THE COMMUNITY?

WHAT IS THE REASON FOR YOUR MOVE? Small town, safety, good school
Moving out of State

LIST UTILITY COMPANIES: Alliant Energy
Community Utilities

WHAT ARE YOUR AVG. GAS BILLS? \$50 approx

WHAT ARE YOUR AVG. ELECTRIC BILLS? \$50

WHO HANDLES GARBAGE? Sunshine Sanitation
or Waste Mgmt.

LIST IMPROVEMENTS YOU HAVE MADE TO YOUR HOME.

See attached

Paul [Signature]
SELLER

Kathryn [Signature]
SELLER

THIS INFORMATION IS DEEMED RELIABLE BUT NOT GUARANTEED

Basement - New furnace 2004, Shelving, work bench, paint pantry, insulate sills,

Added outlets, by work area
Large Bedroom - Paint

2nd Bedroom - paint & finish walkin closet

Bathroom - Paint, new flooring

Living room - Paint

Kitchen - Paint

Entry - Paint

New Entry Doors 2014

Attic - Add 12" insulation

Roof - New 2011

Leaf Guard Gutters - 2011

Garage - Painted, new walk in door, ²⁰¹⁴ new lighting, painted overhead door

Leaf Guard Gutters on front ~~2011~~ 2011

Landscaping