

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date 9/24/26
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE.

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 here (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 is not a substitute for**
17. **any 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,
21. clause (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
26. inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of
27. the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does
28. not apply. "NO" may mean that Seller is unaware.

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 780 River Street,
34. City of Dakota, MN, County of Winona,
35. State of Minnesota, Zip Code 55925 ("Property").

36. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.

37. (1) What date did you ☒ Acquire ☐ Build the home? 5/2016
----- (Check one) -----
38. (2) Type of title evidence: ☐ Abstract ☐ Registered (Torrens) ☐ Unknown
39. Location of Abstract: _____
40. Is there an existing Owner's Title Insurance Policy? ☒ Yes ☐ No
41. (3) Have you occupied this home continuously during your ownership? ☒ Yes ☐ No
42. If "No," explain: _____
43. (4) Is the home suitable for year-round use? ☒ Yes ☐ No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) ☐ Yes ☒ No
45. (6) Does the Property include a manufactured home? ☒ Yes ☐ No
46. If "Yes," HUD #(s) is/are _____
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? ☐ Yes ☐ No

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50. Property located at 780 River Street Dakota, MN 55925
51. (7) Is the Property located on a public or a private road? ☒ Public ☐ Private ☐ Public: no maintenance
52. (8) **Flood Insurance:** All properties in the state of Minnesota have been assigned a flood zone designation. Some
53. flood zones may require flood insurance.
54. (a) Do you know which zone the Property is located in? ☐ Yes ☒ No
55. If "Yes," which zone? _____
56. (b) Have you ever had a flood insurance policy? ☐ Yes ☒ 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 claim with a flood insurance carrier or FEMA? ☐ Yes ☒ No
61. If "Yes," please explain: _____
62. _____

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.

68. Are there any
69. (9) homeowners associations or shared amenities? ☐ Yes ☒ No
70. (10) encroachments? ☐ Yes ☒ No
71. (11) covenants, historical registry, reservations, or restrictions, that affect
72. or may affect the use or future resale of the Property? ☐ Yes ☒ No
73. (12) governmental requirements or restrictions that affect or may affect the use or future
74. enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? ☐ Yes ☒ No
75. (13) easements, other than utility or drainage easements? ☐ Yes ☒ No
76. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:
77. _____
78. _____

79. **B. GENERAL CONDITION:** To your knowledge, have any of the following conditions previously existed or do they

80. currently exist on the Property?

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

82. (1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? ☒ Yes ☐ No
83. If "Yes," give details of what happened and when: fire at my neighbor's
84. house 8/2020 caused damage to my home
85. (2) Have you ever had an insurance claim(s) related to the Property? ☒ Yes ☒ No
86. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? new roof, siding,
87. gutters after neighbor's fire + some new windows
88. Did you receive compensation for the claim(s)? ☒ Yes ☐ No
89. Did you have the items repaired? ☒ Yes ☐ No
90. What dates did the claim(s) occur? 2020-2021

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94. (3) (a) Has/Have the structure(s) been altered?
95. (e.g., additions, altered roof lines, changes to load-bearing walls) ☐ Yes ☒ No
96. If "Yes," please specify what was done, when, and by whom (owner or contractor):

97. _____
98. _____

99. (b) Has any work been performed on the Property? (e.g., additions to the
100. Property, wiring, plumbing, retaining wall, general finishing) ☒ Yes ☐ No
101. If "Yes," please explain: New bathroom shower, 2023

102. _____
103. (c) Are you aware of any work performed on the Property for which
104. appropriate permits were not obtained? ☐ Yes ☒ No
105. If "Yes," please explain: _____
106. _____

107. (4) Are you aware of any professional remediation efforts to eliminate odors? ☐ Yes ☒ No
108. If "Yes," give details as to what happened and when: _____
109. _____

110. (5) Has there been any damage to flooring or floor covering? ☐ Yes ☒ No
111. If "Yes," give details of what happened and when: _____
112. _____

113. (6) Do you have or have you previously had any pets? ☒ Yes ☐ No
114. If "Yes," indicate type dog and number 3 dogs.
one at a time

115. (7) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):
116. _____

117. (8) **THE BASEMENT, CRAWLSPACE, SLAB:**
118. (a) cracked floor/walls? ☐ Yes ☒ No (e) leakage/seepage? ☐ Yes ☒ No
119. (b) drain tile problem? ☐ Yes ☒ No (f) sewer backup? ☐ Yes ☒ No
120. (c) flooding? ☐ Yes ☒ No (g) wet floors/walls? ☐ Yes ☒ No
121. (d) foundation problem? ☐ Yes ☒ No (h) other? _____ ☐ Yes ☒ No

122. Give details to any questions answered "Yes":
123. _____
124. _____

125. (9) **THE ROOF:**
126. (a) What is the age of the roofing material?
127. Home: 5 years Garage(s)/Outbuilding(s): 5 years
128. (b) Has there been any interior or exterior damage? ☒ Yes ☐ No
129. (c) Has there been interior damage from ice buildup? ☐ Yes ☒ No
130. (d) Has there been any leakage? ☐ Yes ☒ No
131. (e) Have there been any repairs or replacements made to the roof? ☒ Yes ☐ No

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135. Give details to any questions answered "Yes": Neighborhood fine 2020 -
 136. New roof on house and garage

137. (10) **THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:**

138. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): vinyl
 139. (b) cracks/damage? ☐ Yes ☒ No
 140. (c) leakage/seepage? ☐ Yes ☒ No
 141. (d) other? ☐ Yes ☒ No

142. Give details to any questions answered "Yes": _____

143. _____
 144. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

145. **NOTE:** Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working
 146. condition. Check "No" for items not in working condition. Working order means all components of the
 147. items specified below.

	NA	Working Order Yes	No		NA	Working Order Yes	No
150. Air-conditioning.....	☐	☒	☐	150. Pool and equipment	☒	☐	☐
151. ☒ Central ☐ Wall ☐ Window				151. Propane tank	☐	☒	☐
152. Air exchange system.....	☐	☒	☐	152. ☒ Rented ☐ Owned			
153. Carbon monoxide detector	☒	☒	☐	153. Range/oven.....	☐	☒	☐
154. Ceiling fan	☒	☒	☐	154. Range hood	☐	☒	☐
155. Central vacuum.....	☒	☒	☐	155. Refrigerator.....	☐	☒	☐
156. Clothes dryer.....	☐	☒	☐	156. Security system	☒	☐	☐
157. Clothes washer	☐	☒	☐	157. ☐ Rented ☐ Owned			
158. Dishwasher.....	☐	☒	☐	158. Smoke detectors (battery)	☐	☒	☐
159. Doorbell.....	☒	☐	☐	159. Smoke detectors (hardwired).....	☒	☐	☐
160. Drain tile system.....	☒	☐	☐	160. Solar collectors.....	☒	☐	☐
161. Electrical system	☐	☒	☐	161. Sump pump	☒	☐	☐
162. Environmental remediation system.....	☒	☐	☐	162. Toilet mechanisms	☐	☒	☐
163. (e.g., radon, vapor intrusion)	☒	☐	☐	163. Trash compactor.....	☒	☐	☐
164. Exhaust system.....	☒	☐	☐	164. TV antenna system	☒	☐	☐
165. Fire sprinkler system	☒	☐	☐	165. TV cable system	☒	☐	☐
166. Fireplace.....	☒	☒	☐	166. TV receiver	☐	☒	☐
167. Fireplace mechanisms	☐	☒	☐	167. TV satellite dish.....	☒	☐	☐
168. Freezer	☒	☐	☐	168. ☐ Rented ☐ Owned			
169. Furnace humidifier	☒	☐	☐	169. Water heater	☐	☒	☐
170. Garage door auto reverse	☐	☒	☐	170. Water purification system	☐	☒	☐
171. Garage door opener.....	☐	☒	☐	171. ☐ Rented ☒ Owned			
172. Garage door opener remote.....	☐	☒	☐	172. Water softener	☐	☒	☐
173. Garbage disposal	☒	☐	☐	173. ☐ Rented ☒ Owned			
174. Heating system (central).....	☒	☐	☐	174. Water treatment system.....	☐	☒	☐
175. Heating system (supplemental).....	☒	☐	☐	175. ☐ Rented ☒ Owned			
176. Incinerator	☒	☐	☐	176. Windows	☐	☒	☐
177. Intercom	☒	☐	☐	177. Window treatments.....	☒	☐	☐
178. In-ground pet containment system.....	☒	☐	☐	178. Wood-burning stove	☒	☐	☐
179. Lawn sprinkler system	☒	☐	☐	179. Other	☒	☐	☐
180. Microwave.....	☐	☒	☐	180. Other	☒	☐	☐
181. Plumbing	☐	☒	☐	181. Other	☒	☐	☐
182. _____	☐	☐	☐	182. Other	☒	☐	☐

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186. Are there any items or systems on the Property connected or controlled wirelessly,
187. via internet protocol ("IP"), to a router or gateway or directly to the cloud? ☐ Yes ☒ No

188. Comments regarding issues in Section C: _____
189. _____

190. D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

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

192. Seller ☒ **DOES** ☐ **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
193. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*

194. *Subsurface Sewage Treatment System*.)

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

197. E. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.)
198. (Check appropriate box(es).)

199. ☐ Seller does not know of any wells on the above-described real Property.
200. ☒ There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well*.)

201. ☐ This Property is in a Special Well Construction Area.

202. ☐ There are wells serving the above-described Property that are not located on the Property.

203. (1) How many properties or residences does the shared well serve? _____

204. (2) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No

205. If "Yes," what is the annual maintenance fee? \$ _____

206. F. PROPERTY TAX TREATMENT:

207. Preferential Property Tax Treatment

208. Is the Property subject to any preferential property tax status or any other credits
209. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,
210. Non-Profit Status, RIM, Rural Preserve, etc.) ☐ Yes ☒ No

211. If "Yes," would these terminate upon the sale of the Property? ☐ Yes ☐ No

212. Explain: _____
213. _____

214. G. NOTICES/SPECIAL ASSESSMENTS:

215. The following questions are to be answered to the best of Seller's knowledge.

216. Seller ☐ **HAS** ☒ **HAS NOT** received a notice regarding any proposed, ongoing, or completed improvement
217. project from any assessing authorities, the cost of which may be assessed, or is currently assessed, against the

218. Property. If "HAS", please attach and/or explain:
219. _____
220. _____
221. _____

222. H. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
223. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
224. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

225. Seller represents that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
226. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall

227. survive the closing of any transaction involving the Property described here.

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231. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
232. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-
233. exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
234. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
235. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
236. Revenue Code.

237. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
238. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
239. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
240. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

241. **I. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

245. (See Disclosure Statement: Methamphetamine Production.)

246. **J. SOLAR POWER SYSTEM DISCLOSURE:**

247. Seller ☐ DOES ☒ DOES NOT know of a solar power system on or serving the above-described real Property.

------(Check one.)-----

248. (If answer is **DOES**, see Disclosure Statement: Solar Power System.)

249. **K. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety
250. zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations
251. are filed with the county recorder in each county where the zoned area is located. If you would like to determine
252. if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is
253. located.

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

257. **M. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

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

261. Are you aware of any human remains, burials, or cemeteries located on the Property? ☐ Yes ☒ No

262. If "Yes," please explain: _____

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

266. **N. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they
267. currently exist on the Property?

268. (1) Animal/Insect/Pest Infestation? ☐ Yes ☒ No (6) Lead? (e.g., paint, plumbing) ☐ Yes ☒ No

269. (2) Asbestos? ☐ Yes ☒ No (7) Mold? ☐ Yes ☒ No

270. (3) Diseased trees? ☐ Yes ☒ No (8) Soil problems? ☐ Yes ☒ No

271. (4) Formaldehyde? ☐ Yes ☒ No (9) Underground storage tanks? ☐ Yes ☒ No

272. (5) Hazardous waste/substances? ☐ Yes ☒ No (10) Vapor intrusion? ☐ Yes ☒ No

273. (11) Other? _____ ☐ Yes ☐ No

274. (12) Have you ever been contacted or received any information from any governmental
275. authority pertaining to possible or actual environmental contamination (e.g., vapor
276. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? ☐ Yes ☐ No

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280. (13) Are you aware if there are currently, or have previously been, any orders issued
281. on the Property by any governmental authority ordering the remediation of a
282. public health nuisance on the Property? ☐ Yes ☒ No

283. If answer above is "Yes," all orders ☐ HAVE ☐ HAVE NOT been vacated.
(Check one.)

284. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section M.

285. _____
286. _____
287. _____
288. _____

289. O. **RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

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

294. Every buyer of any interest in residential real property is notified that the property may present exposure to
295. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
296. Radon, a Class A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading
297. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
298. information on radon test results of the dwelling.

299. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
300. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and
301. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

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

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

309. (a) Radon test(s) ☒ HAVE ☐ HAVE NOT occurred on the Property.
(Check one.)

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

312. Radon test done before I moved in
313. May 2016

314. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the Property.
(Check one.)

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

317. _____
318. _____

319. **EXCEPTIONS:** See Section S for exceptions to this disclosure requirement.

320. P. **CHRONIC WASTING DISEASE IN CERVIDAE:** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)

321. Has Chronic Wasting Disease been detected on the Property? ☐ YES ☒ NO
322. If Yes, see Disclosure Statement: Chronic Wasting Disease. (Check one.)

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326. **Q. OTHER DEFECTS/MATERIAL FACTS/ADDITIONAL COMMENTS:** Are there any other material facts that could
327. adversely and significantly affect an ordinary buyer's use or enjoyment of the Property or any intended use of the
328. Property? ☐ Yes ☒ No. If "Yes," explain:

329. _____
330. _____
331. _____
332. _____
333. _____
334. _____
335. _____

336. **R. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect
337. many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
338. leaving the home.

339. Examples of exterior moisture sources may be:

- 340. • improper flashing around windows and doors,
- 341. • improper grading,
- 342. • flooding,
- 343. • roof leaks.

344. Examples of interior moisture sources may be:

- 345. • plumbing leaks,
- 346. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 347. • overflow from tubs, sinks, or toilets,
- 348. • firewood stored indoors,
- 349. • humidifier use,
- 350. • inadequate venting of kitchen and bath humidity,
- 351. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 352. • line-drying laundry indoors,
- 353. • houseplants—watering them can generate large amounts of moisture.

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

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

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

366. **S. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
367. offender registry and persons registered with the predatory offender registry under MN Statue 243.166
368. may be obtained by contacting the local law enforcement offices in the community where the property
369. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of
370. Corrections web site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

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

373. Property located at 780 River Street Dakota, MN 55925

374. T. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:

375. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to
376. (1) real property that is not residential real property;
377. (2) a gratuitous transfer;
378. (3) a transfer pursuant to a court order;
379. (4) a transfer to a government or governmental agency;
380. (5) a transfer by foreclosure or deed in lieu of foreclosure;
381. (6) a transfer to heirs or devisees of a decedent;
382. (7) a transfer from a co-tenant to one or more other co-tenants;
383. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
384. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property
385. agreement incidental to that decree;
386. (10) a transfer of newly constructed residential property that has not been inhabited;
387. (11) an option to purchase a unit in a common interest community, until exercised;
388. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with
389. respect to a declarant under section 515B.1-103, clause (2);
390. (13) a transfer to a tenant who is in possession of the residential real property; or
391. (14) a transfer of special declarant rights under section 515B.3-104.

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

393. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers

394. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

395. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the

396. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not

397. waive, limit, or abridge any obligation for seller disclosure created by any other law.

398. **No Duty to Disclose:**

399. (A) There is no duty to disclose the fact that the Property
400. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
401. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
402. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
403. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
404. nursing home.
405. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
406. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
407. manner, provides a written notice that information about the predatory offender registry and persons
408. registered with the registry may be obtained by contacting the local law enforcement agency where the
409. property is located or the Department of Corrections.
410. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
411. (A) and (B) for property that is not residential property.
412. (D) **Inspections.**
413. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
414. Property if a written report that discloses the information has been prepared by a qualified third party
415. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
416. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
417. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
418. or investigation that has been conducted by the third party in order to prepare the written report.
419. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
420. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.

DISCLOSURE STATEMENT: SELLER'S
PROPERTY DISCLOSURE STATEMENT

421. Page 10

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

423. Property located at 780 River Street Dakota, MN 55925

424. U. ADDITIONAL COMMENTS:

425. _____
426. _____
427. _____
428. _____
429. _____
430. _____
431. _____

432. V. SELLER'S STATEMENT:

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

434. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing
435. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
436. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement
437. to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the
438. real estate licensee representing or assisting a prospective buyer is considered to have been provided to the
439. prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting
440. the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

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

445. ☒ Manuel J. Henderson 9/24/26 _____
(Seller) (Date) (Seller) (Date)

446. W. BUYER'S ACKNOWLEDGEMENT:

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

448. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Property Disclosure Statement* and agree
449. that no representations regarding facts have been made other than those made above. This Disclosure Statement
450. is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the
451. transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

452. The information disclosed is given to the best of Seller's knowledge.

453. _____
(Buyer) (Date) (Buyer) (Date)

454. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
455. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:DS:SPDS-10 (8/26)

Radon in Real Estate Transactions



All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless and odorless gas that comes from the soil. The gas can accumulate in the home. When inhaled, its radioactive particles can damage 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.

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 exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

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.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

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 levels, mitigation, or remediation**
4. **information on the radon mitigation system, if a system was installed**
5. **a radon warning statement**

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in nonsmokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

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 home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk. A home's radon levels may change in the future, so test every 2–5 years, or sooner if there is major remodeling or changes to the foundation, heating, cooling, or ventilation.

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Closed-house conditions include keeping all windows and doors closed, except for normal entry and exit, and temperature set to 65 – 80 °F. For a full list of closed-house conditions please visit mn.gov/radon/notice.

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 should the test 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. This is typically in the basement, whether finished or unfinished. If other foundations are present, such as a crawl space or slab on grade, also test the rooms above these foundations.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Because these tests are time-sensitive there are two testing options. For both tests, test for a minimum of 2 days.

Continuous Radon Monitor (CRM)

MDH recommends CRMs in real estate testing. CRMs are calibrated, provide more data, and may detect tampering. The average of the results are used to make a decision to mitigate.

Simultaneous Short-Term Testing

Two short-term test kits are placed side by side, 4" – 8" apart. The results of the two tests are averaged and used to make a decision to mitigate.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional.

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 action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,500 to \$3,000.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

All radon testing and mitigation should be conducted by licensed radon professionals. Radon service providers, such as home inspectors, must be licensed. A list of these licensed radon professionals can be found at MDH's radon web site. MDH conducts free inspections, upon request, of recently installed radon mitigation systems, to check that they meet requirements.

More Radon Information

www.mn.gov/radon

Last Updated 4/2023

MDH Indoor Air Unit

PO Box 64975
St Paul, MN 55164-0975



Contact Information

651-201-4601
800-798-9050
health.indoorair@state.mn.us

DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

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1. Date _____
2. Page 1 of _____ pages:
3. THE REQUIRED MAP IS ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE.

5. Property located at 780 River St,
6. City of Dakota, County of Winona,
7. State of Minnesota, Zip Code 55925, legally described as follows or on attached sheet:

8. _____ ("Property").
9. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any party(ies) in
10. this transaction, and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

11. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE**
12. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A**
13. **CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/**
14. **DEFECTS.**

15. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses
16. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on
17. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any
18. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person
19. or entity 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 existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had
22. reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the
23. system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection
24. of costs from Seller. An action under this subdivision must be commenced within two years after the date on which
25. Buyer closed the purchase of the real property where the system is located.

26. Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems.
27. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates
28. subsurface sewage treatment systems for further information about these issues.

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

31. **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (Check the appropriate boxes.)

32. Seller certifies that the following subsurface sewage treatment system is on or serving the above-described Property.

33. TYPE: (Check appropriate box(es) and indicate location on attached Disclosure Statement: Location Map.)

34. ☒ Septic Tank: ☐ with drain field ☐ with mound system ☐ seepage tank ☐ with open end
35. Is this system a straight-pipe system? ☐ Yes ☐ No ☐ Unknown

36. ☒ Sealed System (holding tank)

37. ☐ Other (Describe.): _____

38. Is the subsurface sewage treatment system(s) currently in use? ☒ Yes ☐ No

39. Is the above-described Property served by a subsurface sewage treatment system
40. located entirely within the Property boundary lines, including setback requirements? ☒ Yes ☐ No

41. If "No," please explain:

42. _____

43. Comments:

44. _____

DISCLOSURE STATEMENT: SUBSURFACE
SEWAGE TREATMENT SYSTEM

45. Page 2

46. Property located at 780 River St. Dakota MN. 55925
47. Is the subsurface sewage treatment system(s) a shared system? ☐ Yes ☒ No
48. If "Yes,"
49. (1) How many properties or residences does the subsurface sewage treatment system serve?
50. One - this one
51. (2) Is there a maintenance agreement for the shared subsurface sewage treatment system? ☐ Yes ☒ No
52. If "Yes," what is the annual maintenance fee? \$ _____
53. **NOTE: If any water use appliance, bedroom, or bathroom has been added to the Property, the system may**
54. **no longer comply with applicable sewage treatment system laws and rules.**
55. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
56. compliance status of the subsurface sewage treatment system.
57. _____
58. _____
59. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.
60. When was the subsurface sewage treatment system installed? 2015
61. Installer Name/Phone Septic Pros
62. Where is tank located? front yard
63. What is tank size? 2250 gallons
64. When was tank last pumped? Aug. 2026
65. How often is tank pumped? 5-6 weeks
66. Where is the drain field located? N.A.
67. What is the drain field size? N.A.
68. Describe work performed to the subsurface sewage treatment system since you have owned the Property.
69. general maintenance
70. _____
71. Date work performed/by whom: Jeff Derrico - as needed -
72. no major issue (Septic Pros)
73. Approximate number of:
74. people using the subsurface sewage treatment system one
75. showers/baths taken per week 5-7
76. wash loads per week 2-3
77. **NOTE: Changes in the number of people using the subsurface sewage treatment system or volume of water**
78. **used may affect the subsurface sewage treatment system performance.**
79. Distance between well and subsurface sewage treatment system? 50 feet
80. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?
81. (If "Yes," see attached notice.) ☐ Yes ☒ No
82. Are there any known defects in the subsurface sewage treatment system? ☐ Yes ☒ No
83. If "Yes," please explain:
84. _____
85. _____

**DISCLOSURE STATEMENT: SUBSURFACE
SEWAGE TREATMENT SYSTEM**

86. Page 3

87. Property located at 780 River St, Dakota MN, 55925

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

89. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or
90. assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in
91. connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to a
92. real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
93. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
94. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
95. buyer, the real estate licensee must provide a copy to the prospective buyer.

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

100. (X) Muel Gundersen 9/24/26
(Seller) (Date) (Seller) (Date)

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

102. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Subsurface Sewage Treatment*
103. *System and Disclosure Statement: Location Map* and agree that no representations regarding facts have been made
104. other than those made above.

105. _____
(Buyer) (Date) (Buyer) (Date)

106. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
107. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN-DS:SSTS-3 (8/26)

DISCLOSURE STATEMENT: WELL

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1. Date _____
2. Page 1 of _____ pages: THE REQUIRED MAP
3. IS ATTACHED HERE AND MADE A PART OF THIS
4. DISCLOSURE.

5. Minnesota Statute 103I.235 requires that, before signing an agreement to sell or transfer real property, Seller must
6. disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement
7. is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property,
8. or a disclosure statement indicating the legal description and county, and a map showing the location of each well.
9. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

10. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose
11. 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
12. status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection
13. of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real
14. property where the well is located.

15. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to
16. contact the local unit(s) of government, state agency, or qualified professional which regulates wells for further
17. information about these issues. For additional information on wells, please visit the Minnesota Department of Health's
18. website at www.health.state.mn.us.

19. Instructions for completion of this form are on page two (2).

20. PROPERTY DESCRIPTION: Street Address: 780 River St

21. City of Dakota, County of Winona

22. State of Minnesota, Zip Code 55925

23. LEGAL DESCRIPTION: _____

24. _____

25. _____ ("Property").

26. WELL DISCLOSURE STATEMENT: (Check appropriate boxes.)

27. 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	SHARED	SEALED
30. Well 1	<u>1</u>	<u>?</u>	<u>?</u>	<u>?</u>	☒	☐	☐	☐
31. Well 2	_____	_____	_____	_____	☐	☐	☐	☐
32. Well 3	_____	_____	_____	_____	☐	☐	☐	☐

33. Is this property served by a well not located on the Property? ☐ Yes ☐ No

34. If "Yes," please explain: _____

35. _____

36. NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 87-97. If a well is not in use, it
37. must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from
38. the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not
39. transferable. If a well is operable and properly maintained, a maintenance permit is not required.

40. If the well is, "Shared":

41. (1) How many properties or residences does the shared well serve? None

42. (2) Who manages the shared well? _____

43. (3) Is there a maintenance agreement for the shared well? ☐ Yes ☐ No

44. If "Yes," what is the annual maintenance fee? \$ _____

DISCLOSURE STATEMENT: WELL

45. Page 2

46. Property located at _____
47. **OTHER WELL INFORMATION:**
48. Date well water last tested for contaminants: Aug. 2025 Test results attached? ☐ Yes ☒ No
49. Contaminated Well: Is there a well on the Property containing contaminated water? ☐ Yes ☒ No
50. Comments:

51. _____
52. _____
53. _____
54. _____
55. _____
56. _____

57. **SEALED WELL INFORMATION:** For each well designated as sealed above, complete this section.
58. When was the well sealed? _____
59. Who sealed the well? _____
60. Was a Sealed Well Report filed with the Minnesota Department of Health? ☐ Yes ☐ No
61. **MAP: Complete the attached *Disclosure Statement: Location Map* showing the location of each well on the**
62. **real Property.**
63. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part/(ies) in
64. this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

65. **INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT**

66. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise
67. constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater.
68. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been
69. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this
70. date, you should have the unique well number in your property records. If you are unable to locate your unique well
71. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number
72. is available, please indicate the depth and year of construction for each well.
73. **WELL TYPE:** Use one of the following terms to describe the well type.

74. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use.
75. Examples of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal
76. wells.
77. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically
78. large-diameter wells connected to a large pressure distribution system.
79. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is
80. typically used to access groundwater for the extraction of samples.
81. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction
82. or use of underground spaces.
83. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract
84. groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat
85. loops).

DISCLOSURE STATEMENT: WELL

86. Page 3

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

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

90. **NOT IN USE:** A well is "not in use" if the well does not meet the definition of "in use" above and has not
91. been sealed by a licensed well contractor.

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

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

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

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

101. Seller(s) hereby states that the facts as stated above are true and accurate and authorizes any licensee(s) representing
102. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
103. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to
104. a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
105. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
106. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
107. buyer, the real estate licensee must provide a copy to the prospective buyer.

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

112. ① Maurel J. Henderson 9/24/26
(Seller) (Date) (Seller) (Date)

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

114. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Well and Disclosure Statement:*
115. *Location Map* and agree that no representations regarding facts have been made other than those made above.

116. _____
(Buyer) (Date) (Buyer) (Date)

117. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
118. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

DISCLOSURE STATEMENT: LOCATION MAP

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1. Page _____ of _____ pages

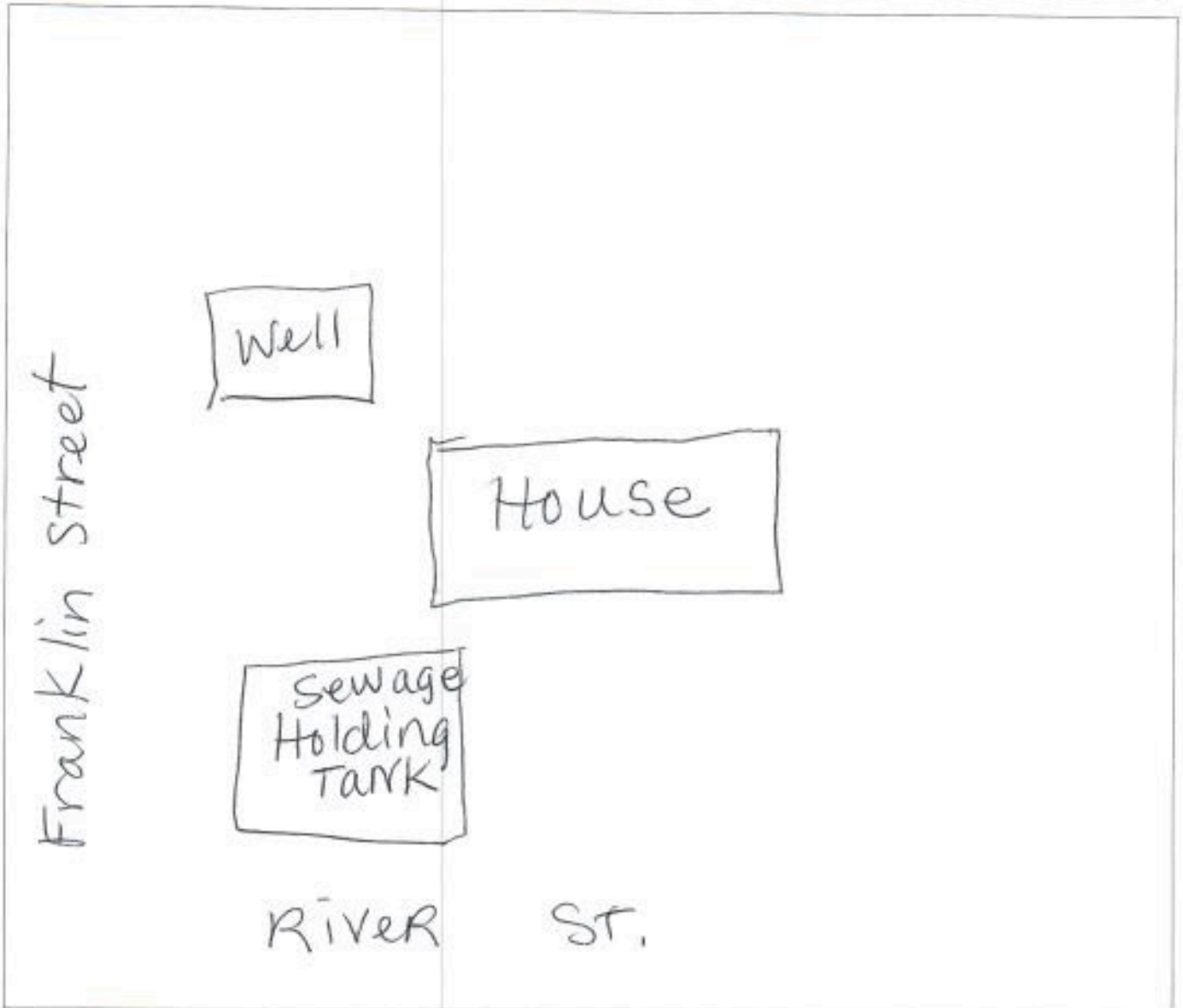
2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of any of the following on the property.

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

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

6. Property located at 780 River St., Dakota, MN 55925

7.



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial:

ⓧ Mueli Gunderson
9/24/26

(Seller)

(Date)

(Buyer)

(Date)

10.

(Seller)

(Date)

(Buyer)

(Date)

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

MN-IM (8/26)

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

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1. Date
2. Page 1

9/24/26

3. Addendum to Purchase Agreement between parties, dated _____
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 780 River St., Dakota, MN 55925

6. **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** (Check one.)

16. ☒ Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.
18. ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
20. hazards in the housing. (Please explain and list documents below.):
21. _____
22. _____
23. _____

24. **Buyer's Acknowledgment**

25. Buyer has received copies of all information listed above, if any.
26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
27. Buyer has: (Check one.)
28. ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or
30. ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.
32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34. shall be completed within ☐ **TEN (10)** ☐ _____ calendar days after Final Acceptance of the Purchase
35. Agreement. (Check one.)

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

36. Page 2

37. Property located at _____
38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) calendar days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) calendar days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. Real Estate Licensee's Acknowledgment

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

55. Certification of Accuracy

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

58. Muriel J. Gunderson 9/24/26
(Seller) (Date) (Buyer) (Date)
59. _____
(Seller) (Date) (Buyer) (Date)
60. Angie Wilson 9/24/26
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/26)