DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

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1. Date 11/17/2015
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 563 Bluff Drive,
34. City of La Crescent, MN, County of Houston,
35. State of Minnesota, Zip Code 55947 ("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? 8/15/2015
    (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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Property located at 563 Bluff Drive La Crescent, MN 55947

(7) Is the Property located on a public or a private road? ☒ Public ☐ Private ☐ Public: no maintenance

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

(a) Do you know which zone the Property is located in? ☐ Yes ☒ No

If "Yes," which zone? _____

(b) Have you ever had a flood insurance policy? ☐ Yes ☒ No

If "Yes," is the policy in force? ☐ Yes ☐ No

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

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

(c) Have you ever had a claim with a flood insurance carrier or FEMA? ☐ Yes ☐ No

If "Yes," please explain: _____

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.

Are there any

(9) homeowners associations or shared amenities? ☐ Yes ☒ No

(10) encroachments? ☐ Yes ☒ No

(11) covenants, historical registry, reservations, or restrictions, that affect or may affect the use or future resale of the Property? ☒ Yes ☐ No

(12) governmental requirements or restrictions that affect or may affect the use or future enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? ☐ Yes ☒ No

(13) easements, other than utility or drainage easements? ☐ Yes ☒ No

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

_____

_____

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

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

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

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

_____

(2) Have you ever had an insurance claim(s) related to the Property? ☒ Yes ☐ No

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

_____

Did you receive compensation for the claim(s)? ☒ Yes ☐ No

Did you have the items repaired? ☒ Yes ☐ No

What dates did the claim(s) occur? SEPTEMBER 2021

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

93. Property located at 563 Bluff Drive La Crescent, MN 55947.

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: _____
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 LAB + NEWFOUNDLAND and number 2.
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 YRS years Garage(s)/Outbuilding(s): _____ 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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133. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

134. Property located at 563 Bluff Drive La Crescent, MN 55947

135. Give details to any questions answered "Yes":

136.

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

138. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other):

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	Working Order: No
Air-conditioning ☐ Central ☐ Wall ☐ Window	☐	☒	☐
Air exchange system	☒	☐	☐
Carbon monoxide detector	☐	☒	☐
Ceiling fan	☐	☒	☐
Central vacuum	☒	☐	☐
Clothes dryer	☐	☒	☐
Clothes washer	☐	☒	☐
Dishwasher	☐	☒	☐
Doorbell	☐	☒	☐
Drain tile system	☐	☒	☐
Electrical system	☐	☒	☐
Environmental remediation system (e.g., radon, vapor intrusion)	☒	☐	☐
Exhaust system	☒	☐	☒
Fire sprinkler system	☒	☐	☐
Fireplace	☐	☒	☐
Fireplace mechanisms	☐	☒	☐
Freezer	☐	☒	☐
Furnace humidifier	☐	☒	☐
Garage door auto reverse	☐	☒	☐
Garage door opener	☐	☒	☐
Garage door opener remote	☐	☒	☐
Garbage disposal	☐	☒	☐
Heating system (central)	☐	☒	☐
Heating system (supplemental) FIREPLACE	☐	☒	☐
Incinerator	☒	☐	☐
Intercom	☒	☐	☐
In-ground pet containment system	☒	☐	☐
Lawn sprinkler system	☒	☐	☐
Microwave	☐	☒	☐
Plumbing	☐	☒	☐

	NA	Working Order: Yes	Working Order: No
Pool and equipment	☒	☐	☐
Propane tank ☐ Rented ☐ Owned	☒	☐	☐
Range/oven	☐	☒	☐
Range hood	☐	☒	☐
Refrigerator	☐	☒	☐
Security system ☐ Rented ☐ Owned	☒	☐	☐
Smoke detectors (battery)	☐	☒	☐
Smoke detectors (hardwired)	☐	☒	☐
Solar collectors	☒	☐	☐
Sump pump	☒	☐	☐
Toilet mechanisms	☐	☒	☐
Trash compactor	☒	☐	☐
TV antenna system	☒	☐	☐
TV cable system	☐	☒	☐
TV receiver	☒	☐	☐
TV satellite dish ☐ Rented ☐ Owned	☒	☐	☐
Water heater	☐	☒	☐
Water purification system ☐ Rented ☐ Owned	☒	☐	☐
Water softener ☐ Rented ☒ Owned	☐	☒	☐
Water treatment system ☐ Rented ☐ Owned	☒	☐	☐
Windows	☐	☒	☐
Window treatments	☐	☒	☐
Wood-burning stove	☒	☐	☐
Other	☒	☐	☐
Other	☒	☐	☐
Other	☒	☐	☐

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

Comments regarding issues in Section C: _____

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

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

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

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

☐ Seller does not know of any wells on the above-described real Property.
☐ There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*
☐ This Property is in a Special Well Construction Area.
☒ There are wells serving the above-described Property that are not located on the Property.
(1) How many properties or residences does the shared well serve? _____
(2) Is there a maintenance agreement for the shared well? ~~$~~ 500 ☒ Yes ☐ No
If "Yes," what is the annual maintenance fee? $ ~~[illegible]~~ (5/25 PD - QUARTLEY)

F. PROPERTY TAX TREATMENT:
Preferential Property Tax Treatment
Is the Property subject to any preferential property tax status or any other credits affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres, Non-Profit Status, RIM, Rural Preserve, etc.) ☐ Yes ☒ No

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

Explain: _____

G. NOTICES/SPECIAL ASSESSMENTS:

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

Seller ☐ **HAS** ☒ **HAS NOT** received a notice regarding **any** proposed, ongoing, or completed improvement project from **any** assessing authorities, the cost of which may be assessed, or is currently assessed, against the Property. If "HAS", please attach and/or explain:
(Check one.)

_____

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

Seller represents that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall survive the closing of any transaction involving the Property described here.
(Check one.)

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

230. Property located at 563 Bluff Drive La Crescent, MN 55947

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.
313.
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**
(Check one.)
322. If Yes, see *Disclosure Statement: Chronic Wasting Disease.*

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Property located at 563 Bluff Drive La Crescent, MN 55947

Q. OTHER DEFECTS/MATERIAL FACTS/ADDITIONAL COMMENTS: Are there 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 ☒ No. If "Yes," explain:

R. WATER INTRUSION AND MOLD GROWTH: 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.

Examples of exterior moisture sources may be:

- improper flashing around windows and doors,
- improper grading,
- flooding,
- roof leaks.

Examples of interior moisture sources may be:

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

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.

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.

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.

S. 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 https://coms.doc.state.mn.us/publicregistrantsearch.

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

373. Property located at 563 Bluff Drive La Crescent, MN 55947.

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.

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

423. Property located at 563 Bluff Drive La Crescent, MN 55947

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. ⊗ Linda Stockman 11/15/2026 _____
(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.**

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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."

DEPARTMENT OF HEALTH

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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

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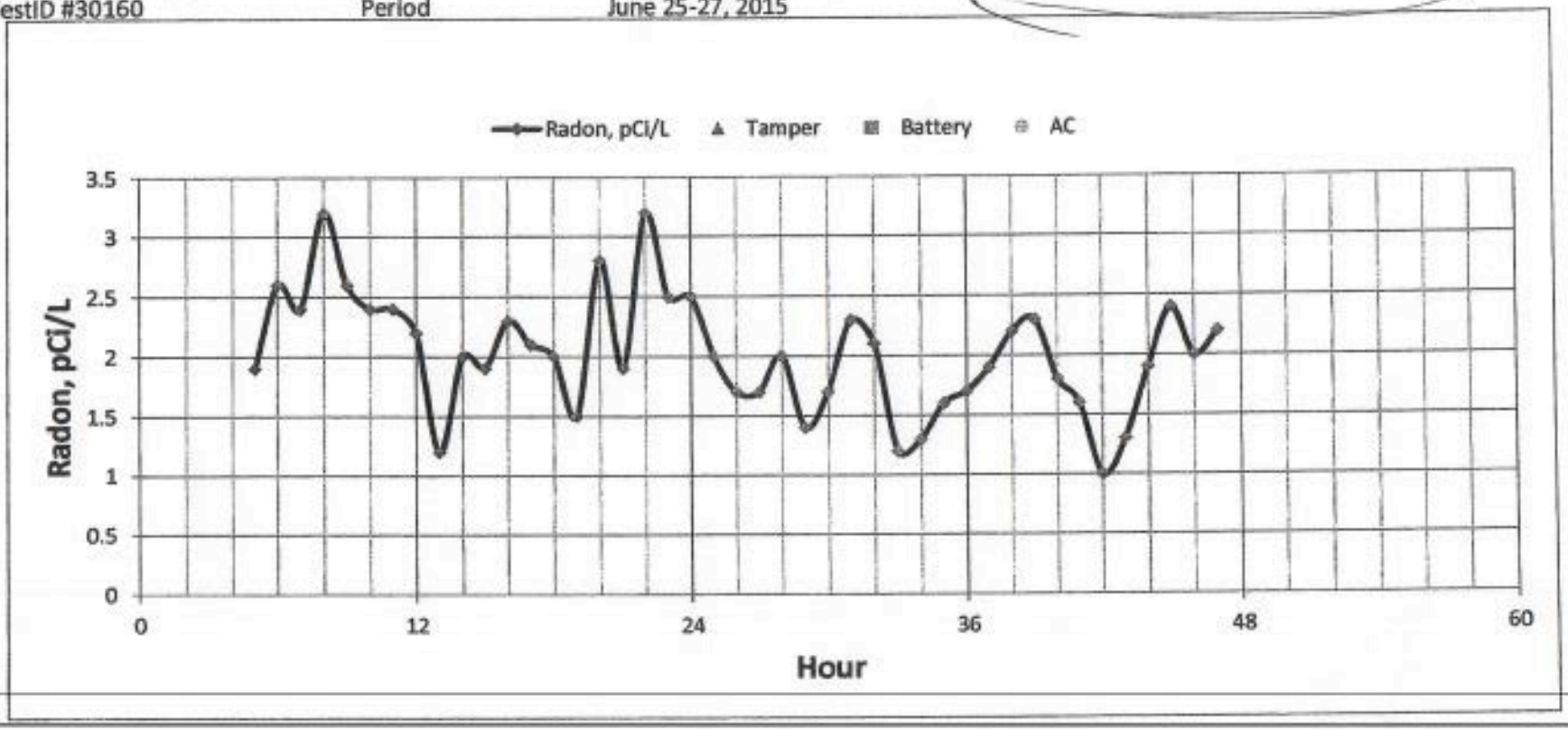
RS300 Radon Test
Serial #03471
Calib. #30500 Bkgnd03
TestID #30160

Address	563 Bluff Dr, La Crescent, MN
Location	Basement
Technician	LeRoy Holm
Period	June 25-27, 2015

Average Radon Level, pCi/L: 2.0



Tri-State Home Inspections LLC

DISCLOSURE STATEMENT: LOCATION MAP

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

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

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

6. Property located at 563 Bluff Drive, La Crescent, MN 55947

7.

* See attachment.
* Well is located across the street.

8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. *Seller and Buyer initial:* [illegible] 11/15/2026 _____
(Seller) (Date) (Buyer) (Date)

10. _____ _____
(Seller) (Date) (Buyer) (Date)

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

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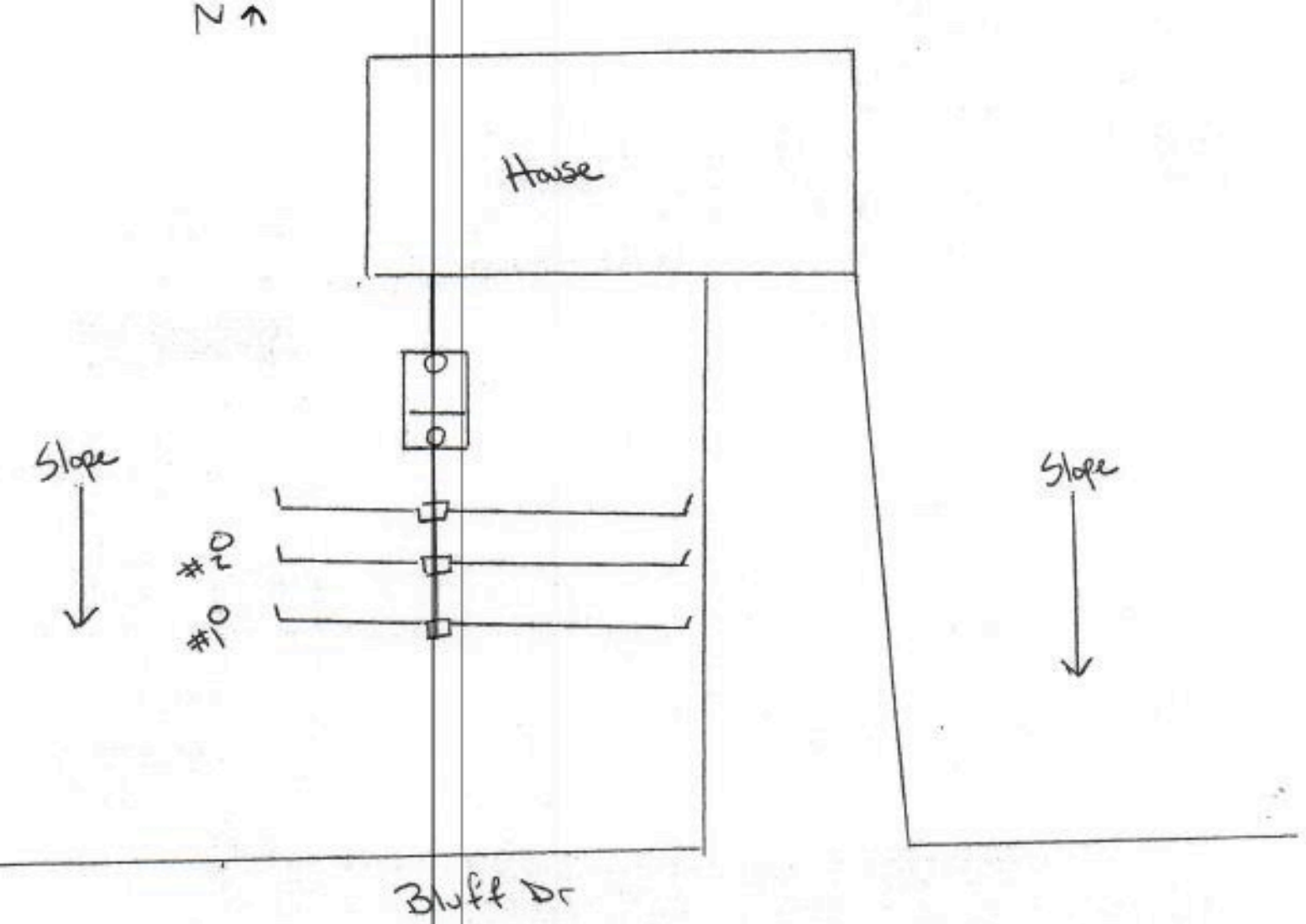

#1 0-9" 10yr 3/2 Silt loam
9-72" 10yr 4/6 Silt loam
with 7.5yr 4/6 + 5/8
Sand stone deposits

#2 0-7" Mixed fill
7-18" 10yr 3/2 Silt loam
18-72" 10yr 4/6 Silt loam
with 7.5yr 4/6
Sand stone deposits

DISCLOSURE STATEMENT: WELL

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1. Date 11/15/2026

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: 563 Bluff Drive,
21. City of La Crescent, County of Houston,
22. State of Minnesota, Zip Code 55947.
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.

28./29.		MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SHARED	SEALED
30.	Well 1	?	?	?	?	☒	☐	☐	☐
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: WELL
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? 2 WELLS - 6 EA
42. (2) Who manages the shared well? NEIGHBORHOOD BOARD
43. (3) Is there a maintenance agreement for the shared well? ☒ Yes ☐ No
44. If "Yes," what is the annual maintenance fee? $ 500 ($125 QUARTERLY)

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Property located at 56 B Bluff Drive

OTHER WELL INFORMATION:

Date well water last tested for contaminants: 9/24/2026 Test results attached? ☒ Yes ☐ No

Contaminated Well: Is there a well on the Property containing contaminated water? ☐ Yes ☒ No

Comments:

SEALED WELL INFORMATION: For each well designated as sealed above, complete this section.

When was the well sealed? _____

Who sealed the well? _____

Was a Sealed Well Report filed with the Minnesota Department of Health? ☐ Yes ☐ No

MAP: Complete the attached *Disclosure Statement: Location Map* showing the location of each well on the real Property.

This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(/ies) in this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

DEFINITION: A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater.

MINNESOTA UNIQUE WELL NUMBER: All new wells constructed AFTER January 1, 1975, should have been assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this date, you should have the unique well number in your property records. If you are unable to locate your unique well number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number is available, please indicate the depth and year of construction for each well.

WELL TYPE: Use one of the following terms to describe the well type.

WATER WELL: A water well is any type of well used to extract groundwater for private or public use. Examples of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal wells.

IRRIGATION WELL: An irrigation well is a well used to irrigate agricultural lands. These are typically large-diameter wells connected to a large pressure distribution system.

MONITORING WELL: A monitoring well is a well used to monitor groundwater contamination. The well is typically used to access groundwater for the extraction of samples.

DEWATERING WELL: A dewatering well is a well used to lower groundwater levels to allow for construction or use of underground spaces.

INDUSTRIAL/COMMERCIAL WELL: An industrial/commercial well is a nonpotable well used to extract groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat loops).

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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. ⊗ Linda Stoskman 11/15/2026 _____
(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.**

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LA CROSSE COUNTY
Health Department
Nationally Accredited

Laboratory

202601136-001

LARRY NEWCOMB
564 BLUFF DR
LA CRESCENT, MN 55947

Lab Sample ID: 202601136-001
Date Sampled: 9/23/2026 09:00
Date Received: 9/23/2026 9:51:00 AM
Sample Location: Outside Faucet
Unique Well ID:

Submitter:	Client:	Sample Address:
LARRY NEWCOMB 564 BLUFF DR LA CRESCENT, MN 55947	LARRY NEWCOMB 564 BLUFF DR LA CRESCENT, MN 55947	LARRY NEWCOMB 564 BLUFF DR LA CRESCENT, MN 55947

Requested Analysis

Analysis	Method	LOD	LOQ	Result	Date Result Read	Unit	Result Description
Coliform Bacteria	SM9223B			Absent	9/24/2026 12:15:00 PM		Bacteriologically Safe
E. coli	SM9223B			Absent	9/24/2026 12:15:00 PM		
NITRATE HACH METHOD	HACH 10206 REV.2	1.0		<1.0	9/23/2026 10:00:00 AM	mg/L	Satisfactory

Coliform - The presence of Coliform bacteria in water indicates that a pathway exists allowing surface water or shallow ground water to enter your water supply. Your water should be tested annually or anytime it has been repaired, modified, or there is a change in appearance, taste, odor or flow. E. coli - The presence of E. coli indicates the presence of fecal material. Their presence indicates that water may be contaminated with organisms that can cause disease. When bacteria are found in your water supply the following recommendations apply: 1. Do not consume your water or use for food preparation unless it has been boiled for 5 minute at a rolling boil. 2. Check for well construction or plumbing defects. 3. Correct any defects found. 4. Disinfect the entire well system after corrections are made. 5. Re-test the water from the well after all traces of chlorine have been flushed from the system. Note: Boiling water for a long time reduces the volume of water and can increase the concentration of any nitrate that may be present in the water. This can make the water more hazardous for infants.

NITRATE NITROGEN: If your nitrate level is greater than 10 mg/L, your water exceeds state and federal standards for nitrate in public drinking water supplies. High nitrate levels in drinking water pose a serious risk to infants. If there is an infant or pregnant woman in your household and your water exceeds the federal nitrate standard, do not use your well water for drinking or cooking. The Wisconsin Division of Public Health recommends that people of all ages avoid long-term consumption of water that has a nitrate level greater than 10 mg/L. Reverse Osmosis is a very effective and low maintenance treatment system for the removal of nitrate. Units are installed at the kitchen sink and are available from licensed plumbers, water treatment specialists and home improvement retailers. It is VERY IMPORTANT to have the RO treated water tested for nitrate after installation of a system to insure the system is working properly. HACH METHOD 10206 REV.2. Temperature taken upon receipt. Expires 48 hours after collection.

Sample records are retained for 10 years and then destroyed.

WDNR Laboratory Certification ID No. 632072980
WDATCP Laboratory Certification ID No. 115041-D3, ID No. 105-013

300 4th Street North, 2nd Floor, La Crosse WI 54601 | 608-785-9872 Phone | 608-793-6565 Fax | lacrossecounty.org/health

HAEF'S SUBDIVISION WATER TRUST

ARTICLES OF TRUST FOR DOMESTIC WATER

SERVICE FOR HAEFS' SUBDIVISION

TO LA CRESCENT TOWNSHIP

The undersigned, being all the owners of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 1 and Lots 1, 3, 4, 5, and 6 of Block 2, Haefs' Subdivision to LaCrescent Township, Houston County, Minnesota, according to the plat thereof on file and of record in the Office of the County Recorder in and for Houston County, Minnesota, in order to provide for domestic water service for the single family unit dwellings in Lots 1, 2, 3, 4, 5, 6 and 7 of Block 1 and Lots 1, 3, 4, 5, and 6 of Block 2, Haefs' Subdivision to LaCrescent Township, the undersigned hereby convey to the Haefs' Subdivision Water Trust, all interest in and to said wells and water supply mains and equipment, and to be built in the future, to the extent necessary to effectively implement the terms of this Trust. Additionally, to the extent necessary, the undersigned grant to the Haefs' Subdivision Water Trust Easements across, on, and under their lands for the purpose of construction and/or on-going maintenance of the well and water supply mains and equipment hereinabove referred to. The terms and conditions of this Trust are as follows:

1. This Trust is intended to generate and provide consideration for the construction and maintenance of a domestic water service system to serve not more than 12 dwellings.

2. The owner of each of the following lots shall be the owner of an undivided interest in and to the well, the water mains, and the water supply equipment comprising such system which are or will be connected to and servicing said lot: Lots 1, 2, 3, 4, 5, 6 and 7 of Block 1 and Lots 1, 3, 4, 5, and 6 of Block 2, Haefs' Subdivision to LaCrescent Township. It is the intent and object hereof that at any given time all owners of lots that are utilizing said private well system shall share equally in the expense of maintenance, repair, and replacement of the well pumping system and/or its parts.

3. The owner of each lot connected to the well system shall pay to the Trustee the sum of Thirty Dollars ($30.00) per quarter, payable in advance, made payable to Haefs' Subdivision Water Trust to be paid to the Trustee on or before the 15th day of the first month of the quarter year involved. The Trustee shall provide a billing statement to each user on or before the 1st day of the quarter for purposes of generating the payment called for. Said quarterly fee payment may be periodically increased or decreased by a majority vote of the lot owners. The owner(s) of each lot shall be entitled to one vote for each lot owned by the owner(s).

4. The fees payable to the Trustee are intended to and shall be calculated to defray the expenses of operation and maintenance of the water system.

5. The Trustee shall have the right to enter upon any portion of the premises carrying the water pipes, mains, and laterals of said well system for the purpose of making an inspection regarding repairs, upkeep and for anyother purpose which may be incidental to or necessary in the maintenance of the private well system.

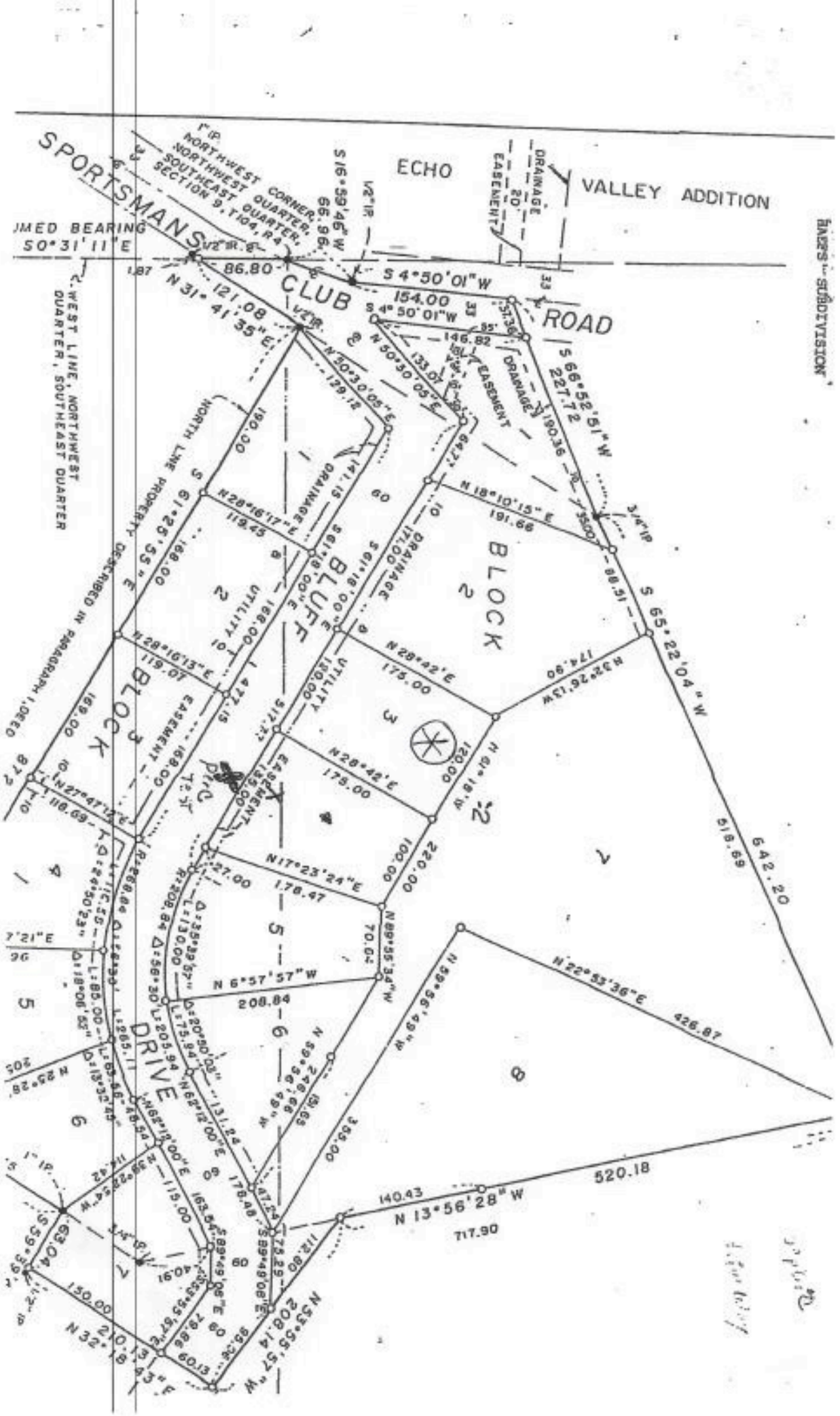
6. The owners of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 1 and Lots 1, 3, 4, 5 and 6 of Block 2, Haefs' Subdivision to LaCrescent Township shall have the right to the free and unobstructed access to said water system, to the end that all of said owners may draw water from the water system for domestic water uses. No water cooled air conditioning system may be connected to the community water system without the written consent of the Trustee.

7. Each owner of a lot connected to the community water system shall be bound by the rules and regulations relating to the use of said water system as may be promulgated by the Trustee and approved by a two-thirds (2/3) majority of the owners of the lots being serviced by the system.

8. It shall be the duty of the Trustee to enforce collection of the charges levied for payment of the maintenance and upkeep of the well and water system as herein identified. The Trustee shall first give the delinquent payor written notice of the delinquency. If said payment has not been made within five (5) days thereafter, the Trustee shall have the right to initiate a Small Claims Court action for the purpose of collecting the delinquent account, the damages in such action to include a penalty equal to fifty percent (50%) of the unpaid bill, in addition to the statutory filing fee and the amount of the unpaid bill.

9. The Trustee shall be selected annually from among the owner(s) of the following lots: Lots 1, 2, 3, 4, 5, 6 and 7 of Block 1 and Lots 1, 3, 4, 5, and 6 of Block 2, Haefs' Subdivision to LaCrescent Township. The Trustee shall be elected so as to begin his/her duties on the 1st day of May in each year. The Trustee shall give ten (10) days notice of the proposed annual meeting to the members of the Trust, such meeting to be held at a place designated by the Trustee and reasonably convenient for the transaction of business. At the meeting, each owner shall be entitled to cast one (1) vote in person, or by proxy, for each lot owned. A Trustee shall be elected at such meeting by a majority of the votes cast. The Trustee shall serve until a successor is elected. In the event of a death or resignation of the Trustee, a meeting of the users of the Trust shall be called by any one of the individual users, and at such meeting a successor Trustee shall be elected by a majority vote of the owners of the lots served by Haefs' Subdivision Water Trust. The Trustee's fees shall be established at the annual meeting.

10. Until the first meeting of lot owners, Donald R. Haefs shall serve as Trustee of the Haefs' Subdivision Water Trust.


SPORTSMANS CLUB ROAD
ECHO VALLEY ADDITION
BAKER'S SUBDIVISION
DRAINAGE EASEMENT
20'
S 16°55'45" W 66.96
S 4°50'01" W
154.00
146.82
S 66°52'51" W 227.72
N 31° 41' 35" E 121.08
86.80
N 50°30'05" E 133.01
N 30°30'05" E 129.12
N 18°10'15" E 191.66
S 65°22'04" W 642.20
618.69
N 32°26'13" W 174.90
N 29°42' E 175.00
N 28°42' E 175.00
N 61°18' W 220.00
N 17°23'24" E 178.47
N 6°57'57" W 208.84
N 22°53'36" E 426.87
N 13°56'28" W 717.90
140.43
520.18
N 53°55'57" W 208.14
N 32°18'43" E 210.13
150.00
63.04
S 59°39'39" E
BLOCK 2
BLUFF DRIVE
DRAINAGE EASEMENT
UTILITY EASEMENT
NORTH LINE PROPERTY DESCRIBED IN PARAGRAPH 1, DEED
N 28°16'17" E 119.43
N 28°16'13" E 119.07
S 61°25'55" E 168.00
N 27°47'12" E 118.69
S 00°18'19" E 180.00
S 89°55'35" W 70.02
S 89°49'08" E 112.80
S 89°49'08" E 163.54
N 89°12'00" E 178.48
N 59°56'49" W 246.66
N 65°55'59" W 355.00
N 89°55'35" W 70.02
R=208.84 Δ=58°30' L=205.94
R=208.84 Δ=20°50'03" L=75.94 131.84
R=208.84 Δ=37°39'57" L=137.00
R=208.84 Δ=118°08'52" L=265.11
R=208.84 Δ=18°32'45" L=67.56
R=208.84 Δ=4°45'54" L=17.34
R=208.84 Δ=4°45'54" L=17.34
R=208.84 Δ=4°45'54" L=17.34

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 563 Bluff Drive,
6. City of La Crescent, County of Houston,
7. State of Minnesota, Zip Code 55947, 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. _____

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Property located at 563 Bluff Drive

Is the subsurface sewage treatment system(s) a shared system? ☐ Yes ☒ No

If "Yes,"

(1) How many properties or residences does the subsurface sewage treatment system serve?

(2) Is there a maintenance agreement for the shared subsurface sewage treatment system? ☐ Yes ☐ No

If "Yes," what is the annual maintenance fee? $

NOTE: If any water use appliance, bedroom, or bathroom has been added to the Property, the system may no longer comply with applicable sewage treatment system laws and rules.

Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the compliance status of the subsurface sewage treatment system.

Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.

When was the subsurface sewage treatment system installed?

Installer Name/Phone

Where is tank located?

What is tank size?

When was tank last pumped?

How often is tank pumped?

Where is the drain field located?

What is the drain field size?

Describe work performed to the subsurface sewage treatment system since you have owned the Property.

Date work performed/by whom:

Approximate number of:

people using the subsurface sewage treatment system 1

showers/baths taken per week 2

wash loads per week 2

NOTE: Changes in the number of people using the subsurface sewage treatment system or volume of water used may affect the subsurface sewage treatment system performance.

Distance between well and subsurface sewage treatment system? ?

Have you received any notices from any government agencies relating to the subsurface sewage treatment system? (If **"Yes,"** see attached notice.) ☐ Yes ☒ No

Are there any known defects in the subsurface sewage treatment system? ☐ Yes ☒ No

If "Yes," please explain:

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Property located at 563 Bluff Drive

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

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

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

(X) Linda Stockman 11/15/2026
(Seller) (Date) (Seller) (Date)

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

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

(Buyer) (Date) (Buyer) (Date)

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

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DECLARATION OF RESTRICTIVE COVENANTS

FOR HAEFS' SUBDIVISION TO LA CRESCENT TOWNSHIP

The undersigned, all of the fee owners and mortgagees of the following described real property, located in Houston County, Minnesota:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5) SIX (6) AND SEVEN (7) OF BLOCK ONE (1), AND LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) OF BLOCK TWO (2), HAEFS' SUBDIVISION TO LA CRESCENT TOWNSHIP

hereby make the following declarations as to limitations, restrictions, and uses of the land for the benefit of the present owner and all future owners of parcels of land constituting the above described real property, generally known as "HAEFS' SUBDIVISION TO LA CRESCENT TOWNSHIP".

The declarations herein shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them; these declarations of restrictions are designed for the purpose of keeping the development an area which is desirable, uniform, and suitable in architectural design and use as specified herein.

I.

RESIDENTIAL LAND USE

The use of lots shall be restricted to single family residential homes, not to exceed two stories in height. No duplex or other multiple dwelling buildings or other multiple type use, shall be permitted.

II.

ENVIRONMENTAL AND ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any parcel of land unless it provides for the harmony of external design and building size with existing structures and is properly located with respect to topography finish grade elevations and exterior property lines. Said buildings shall have an exterior of wood siding or comparable quality material, including stone, stucco, aluminum, brick, or any combination thereof. The intention being to preserve the natural grade and terrain and general appearance of the area insofar as possible, and to eliminate any excessive cut or fill, in order to perpetrate and exemplify the natural beauty of the area for the benefit of owners of parcels of land. All buildings shall be built using a quality of material and workmanship consistent with the standards at the time a building is constructed.

III.

UTILITY EASEMENTS

Utility easements shall be as shown on the plat of HAEFS' SUBDIVISION. No property owner or agent shall alter in any way , or fill, or cut, any natural or pre-constructed drainage ditch or channel, nor shall make any substantial cut or alteration of natural terrain, other than the

excavation of basements, without the written consent of abutting lot owners located in HAEFS' SUBDIVISION, nor without the written consent of lot owners located across Bluff Drive who also reside in HAEFS' SUBDIVISION.

IV.

ADVERTISING SIGNS

No sign of any kind shall be displayed to the public view on any parcel of land, except one sign not more than five feet square advertising the property for sale, or used by a builder to advertise the property during the construction and sales period.

V.

REFUSE DISPOSAL

No parcel of land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and operated only in accord with applicable statute, ordinance or regulation.

VI.

PREVIOUSLY ERECTED BUILDINGS

No building previously erected elsewhere on a permanent foundation shall be moved on to any parcel of land.

VII.

CONSTRUCTION PERIOD

Any building erected on any parcel of land shall be completed with 14 months from date of commencement and no building shall be allowed to remain with tar paper or building paper sheathing for a period longer than four (4) months.

VIII.

OUTDOOR LIGHTING

Any exterior lighting must be constructed in such a fashion so as to not unduly brighten abutting lots.

IX.

HIGHWAY RIGHT-OF-WAY MAINTENANCE

All property owners shall be required to control weeds and grasses in the areas affronting their property to include any highway right-of-way.

X.

FENCES

Any fences which are constructed on any parcel of land must be built with wooden fencing material or other such material which does not diminish the value of abutting lots.

XI.

RECREATIONAL VEHICLE STORAGE

No boat, snowmobile, trailer, self-contained motor home, travel trailer, camper, tent, or mobile home shall be stored for more than eight days within the areas of the front and side set-back areas. Said vehicles stored elsewhere on said lots shall be screened from view from adjoining lots.

XII.

VACANT LOTS

All areas of grass shall be maintained by regular mowing as reasonable necessary for an attractive appearance.

XIII.

UNDERGROUND UTILITIES

All electrical, telephone and transmission lines and any other future similar utility lines shall be placed underground wherever feasible. Water lines to the lots shall be installed in the utility easements when practical.

XIV.

RIGHT-OF-WAY MAINTENANCE

All lot owners shall be required to maintain the areas fronting their property, including the public right-of-way (exclusive of surfaced streets), including any trees, shrubs, grasses, and shall keep the area clear of refuse.

XV.

GARAGES

In addition to attached or tuck-under garages, detached garages and storage buildings must be constructed of material that is comparable to the material utilized for the dwelling of the subject lot. Such detached garages and storage buildings shall not exceed the size of a two vehicle garage or storage shed and shall not be constructed in a fashion which would diminish the value of abutting lots.

XVI.

GENERAL PROVISIONS

TERM: These covenants are to run with the parcels of land designated "HAEFS' SUBDIVISION TO LA CRESCENT TOWNSHIP", and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then homeowners of the land parcels has been recorded, agreeing to change said covenants in whole or part.

ENFORCEMENT: Enforcement shall be by proceeding at law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

AMENDMENT PROCEDURE: These covenants may be amended by a majority vote of the lot owners of HAEFS' SUBDIVISION.

IN WITNESS WHEREOF, the owners of the real estate above-described as "HAEFS' SUBDIVISION TO LA CRESCENT TOWNSHIP" have executed these Restrictive Covenants as of the 15th day of May, 1990.

Donald R. Haefs

Annette L. Haefs

STATE OF MINNESOTA)
) ss
COUNTY OF HOUSTON)

The foregoing instrument as acknowledged before me this 15th day of May, 1990, BY Donald R. Haefs and Annette L. Haefs, husband and wife, personally appearing.

Notary Public

JoAnn Olson
NOTARY PUBLIC-MINNESOTA
HOUSTON COUNTY
My Comm. Expires Mar. 24, 1992

William Cornforth

Delores Cornforth

STATE OF MINNESOTA)
) ss
COUNTY OF HOUSTON)

The foregoing instrument as acknowledged before me this 15th day of May, 1990, by William Cornforth and Delores Cornforth, husband and wife, personally appearing.

Notary Public

FIRST FEDERAL SAVINGS BANK, LA CROSSE-MADISON

BY: Gerald D. Batt

BY: Burford R. Lewis