

**SELLER'S DISCLOSURE ALTERNATIVES**

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1. Date 8-7-09  
2. Page 1 of 4 pages

3. Property located at 2250 Luther Place #201  
4. City of St Paul, County of Ramsey, State of Minnesota.

5. **NOTICE**

6. Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes 513.52  
7. through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the prospective**  
8. **Buyer (see Seller's Property Disclosure Statement) or satisfy one of the following two options:**

9. **(Select one option only.)**

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

16. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**  
17. **that is included in a written report, or material facts known by Seller that are not included in the**  
18. **report.**

19. The inspection report was prepared by \_\_\_\_\_  
20. \_\_\_\_\_  
21. and dated \_\_\_\_\_, 20\_\_\_\_.

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

24.  
25.  
26.  
27.  
28.

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

31.  
32.  
33.  
34.  
35.

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

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

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

42. Property located at 2250 Luther Place #201 St Paul
43. **OTHER REQUIRED DISCLOSURES:**
44. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also  
45. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.  
46. Additionally, there may be other required disclosures by federal, state, local or other governmental entities  
47. that are not listed below.
48. **A. PRIVATE SEWER SYSTEM DISCLOSURE:** (A private sewer system disclosure is required by MN Statute 115.55.)  
49. *(Check appropriate box.)*
50.  Seller does not know of a private sewer system on or serving the above-described real property.  
51.  There is a private sewer system on or serving the above-described real property.  
52. *(See Private Sewer System Disclosure Statement.)*  
53.  There is an abandoned private sewer system on the above-described real property.  
54. *(See Private Sewer System Disclosure Statement.)*
55. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)  
56. *(Check appropriate box.)*
57.  Seller certifies that Seller does not know of any wells on the above-described real property.  
58.  Seller certifies there are one or more wells located on the above-described real property.  
59. *(See Well Disclosure Statement.)*
60. Are there any wells serving the above-described property that are not located on the property?  Yes  No  
61. Contaminated Well: Is there a well on or serving the property that contains contaminated water?  Yes  No  
62. To your knowledge, is the property in a Special Well Construction Area?  Yes  No  
63. Comments:  
64.  
65.
66. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 16)  
67. There  IS  IS NOT an exclusion from market value for home improvements on this property. Any valuation  
68. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes  
69. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax  
70. consequences.  
71. Additional comments: \_\_\_\_\_  
72. \_\_\_\_\_
73. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**  
74. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)  
75.  Seller is not aware of any methamphetamine production that has occurred on the property.  
76.  Seller is aware that methamphetamine production has occurred on the property.  
77. *(See Methamphetamine Production Disclosure Statement.)*
78. **E. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone  
79. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are  
80. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
81. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.  
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85. F. \_\_\_\_\_ Buyer has had the opportunity to review page four (4) of this Agreement.  
(Initial) (Initial)

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

91. **H. SELLER'S STATEMENT:**

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

93. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
94. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

95. Koko Katayan (Date) Eric Stull (Date)  
(Seller) (Seller)

96. **I. BUYER'S ACKNOWLEDGEMENT:**

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

98. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form  
99. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding  
100. material facts have been made, other than those made in this form.

101. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
(Buyer) (Buyer)

102. **J. ADDITIONAL DISCLOSURES:**

103.  
104.  
105.  
106.  
107.

108. **K. SELLER'S ACKNOWLEDGEMENT:**

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

110. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts are the same, except  
111. for changes as indicated below, which have been signed and dated.

112.  
113.  
114.  
115.  
116.

117. \_\_\_\_\_ (Date) \_\_\_\_\_ (Date)  
(Seller) (Seller)

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**120. L. OTHER INFORMATION:**

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

124. Examples of exterior moisture sources may be

- 125. • improper flashing around windows and doors,
- 126. • improper grading,
- 127. • flooding,
- 128. • roof leaks.

129. Examples of interior moisture sources may be

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

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

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

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

150. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota  
151. Association of REALTORS® web site at [www.mnrealtor.com](http://www.mnrealtor.com).

152. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**  
153. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.**

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