

**ADDENDUM TO PURCHASE AGREEMENT:
BUYER PURCHASING "AS IS" AND
LIMITATION OF SELLER LIABILITY**

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- 1. Date _____
- 2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**
4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated _____
7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
8. 82513 190th St. Hayward, MN 56043

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. DocuSigned by:
Patrice J. Schnauber 10/21/2023
Seller - Patrice J. Schnauber (Date) (Buyer) (Date)

26. DocuSigned by:
Brian D. Schnauber 10/21/2023
Seller - Brian D. Schnauber (Date) (Buyer) (Date)

DocuSigned by:
Christopher P. Hartman 10/21/2023
Seller - Christopher P. Hartman (Date) (Buyer) (Date)

DocuSigned by:
Holly H 10/21/2023
Seller - Holly H (Date) (Buyer) (Date)

Seller - _____ (Date) (Buyer) _____ (Date)

27. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
28. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**ADDENDUM TO PURCHASE AGREEMENT:
BUYER PURCHASING "AS IS" AND
LIMITATION OF SELLER LIABILITY**

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- 1. Date _____
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25. DocuSigned by:
 10/21/2023
 Seller - Jacob C. Schreiber, Co... (Date) (Buyer) (Date)

26. DocuSigned by:
 10/22/2023
 Seller - Renea Harbert, Mgr... (Date) (Buyer) (Date)

DocuSigned by:
 10/23/2023
 Seller - Renea Harbert - Busey Bank, Mgr... (Date) (Buyer) (Date)

Seller - (Date) (Buyer) (Date)

Seller - (Date) (Buyer) (Date)

27. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
 28. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2. **ARBITRATION DISCLOSURE**
3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**
6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:
8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**
16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.
19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.
25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.
30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**
33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.
38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.
45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**
50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**
53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 82513 190th St.

55. City of Hayward, County of Freeborn

56. State of Minnesota, Zip Code 56043

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated _____, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. DocuSigned by:
Patrice J. Schnauber 10/21/2023
(Seller's Signature) (Date) Buyer's Signature (Date)

69. Patrice T. Schnauber
(Seller's Printed Name) (Buyer's Printed Name)

70. DocuSigned by:
Brian D. Schnauber 10/21/2023
(Seller's Signature) (Date) (Buyer's Signature) (Date)

71. Brian D. Schnauber
(Seller's Printed Name) (Buyer's Printed Name)

72. DocuSigned by:
Nicole Rustad 10/23/2023
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. Hertz Farm Managment, Inc. - Nicole Rustad
(Company Name) (Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

**DISCLOSURE STATEMENT: ARBITRATION
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67. broker shall bind the broker and all licensees of that broker.

68. DocuSigned by:
Christopher P. Hartman 10/21/2023
(Seller's Signature) (Date) Buyer's Signature (Date)

69. Christopher P. Hartmann
(Seller's Printed Name) Buyer's Printed Name

70. DocuSigned by:
Holly C. Hartmann 10/21/2023
(Seller's Signature) (Date) (Buyer's Signature) (Date)

71. Holly C. Hartmann
(Seller's Printed Name) Buyer's Printed Name

72. DocuSigned by:
Nicole Rustad 10/23/2023
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. Hertz Farm Managment, Inc. - Nicole Rustad
(Company Name) (Company Name)

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67. broker shall bind the broker and all licensees of that broker.

68. Jacob C. Schnauber 10/21/2023
(Seller's Signature) (Date) Buyer's Signature (Date)

69. Jacob C. Schnauber
(Seller's Printed Name) Buyer's Printed Name

70. [Signature] 10/22/2023
(Seller's Signature) (Date) (Buyer's Signature) (Date)

71. Jenna M. Schnauber
(Seller's Printed Name) Buyer's Printed Name

72. Nicole Rustad 10/23/2023
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. Hertz Farm Managment, Inc. - Nicole Rustad
(Company Name) (Company Name)

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68. DocuSigned by:
Busey Bank, By: Renea Harbert, 10/23/2023
(Seller's Signature) (Date) Buyer's Signature (Date)

69. Our Hartmann Farms, LLC by: Renea Harbert - Busey Bank, Mgr
(Seller's Printed Name) Buyer's Printed Name

70. _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

71. _____
(Seller's Printed Name) Buyer's Printed Name

72. DocuSigned by:
Nicole Rustad 10/23/2023
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. Hertz Farm Management, Inc. - Nicole Rustad
(Company Name) (Company Name)

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**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

- 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. 82513 190th St. Hayward, MN 56043

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 82513 190th St. Hayward, MN 56043
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. DocuSigned by:
 Patrice J. Schnauber 10/21/2023
 Seller - Patrice J. Schnauber (Date) (Buyer) (Date)
- DocuSigned by:
 Brian D. Schnauber 10/21/2023
 Seller - Brian D. Schnauber (Date) (Buyer) (Date)
- DocuSigned by:
 Christopher P. Hartman 10/21/2023
 Seller - Christopher P. Hartman (Date) (Buyer) (Date)
- DocuSigned by:
 Holly H 10/21/2023
 Seller - Holly H (Date) (Buyer) (Date)
- DocuSigned by:
 Jacob C. Schnauber 10/21/2023
 Seller - Jacob C. Schnauber (Date) (Buyer) (Date)
- DocuSigned by:
 Jim S 10/22/2023
 Seller - Jim S (Date) (Buyer) (Date)
- DocuSigned by:
 Nicole Rustad 10/23/2023
 Real Estate Licensee - Nicole Rustad (Date) (Real Estate Licensee) (Date)

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

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 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. **DocuSigned by:**
 Busey Bank, By: Renea Harbert, Manager
 Seller - 10/23/2023 (Date) (Buyer) (Date)
 Renea Harbert - Busey Bank, Mgr
- Seller - _____ (Date) (Buyer) (Date)
- Seller - _____ (Date) (Buyer) (Date)
- Seller - _____ (Date) (Buyer) (Date)
- Seller - _____ (Date) (Buyer) (Date)
- Seller - _____ (Date) (Buyer) (Date)
- DocuSigned by:**
 Nicole Rustad
 Real Estate Licensee - Nicole Rustad
 Seller - 10/23/2023 (Date) (Buyer) (Date)
 (Real Estate Licensee) (Date)

DISCLOSURE STATEMENT: LOCATION MAP

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1. Page 1 of 2 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.

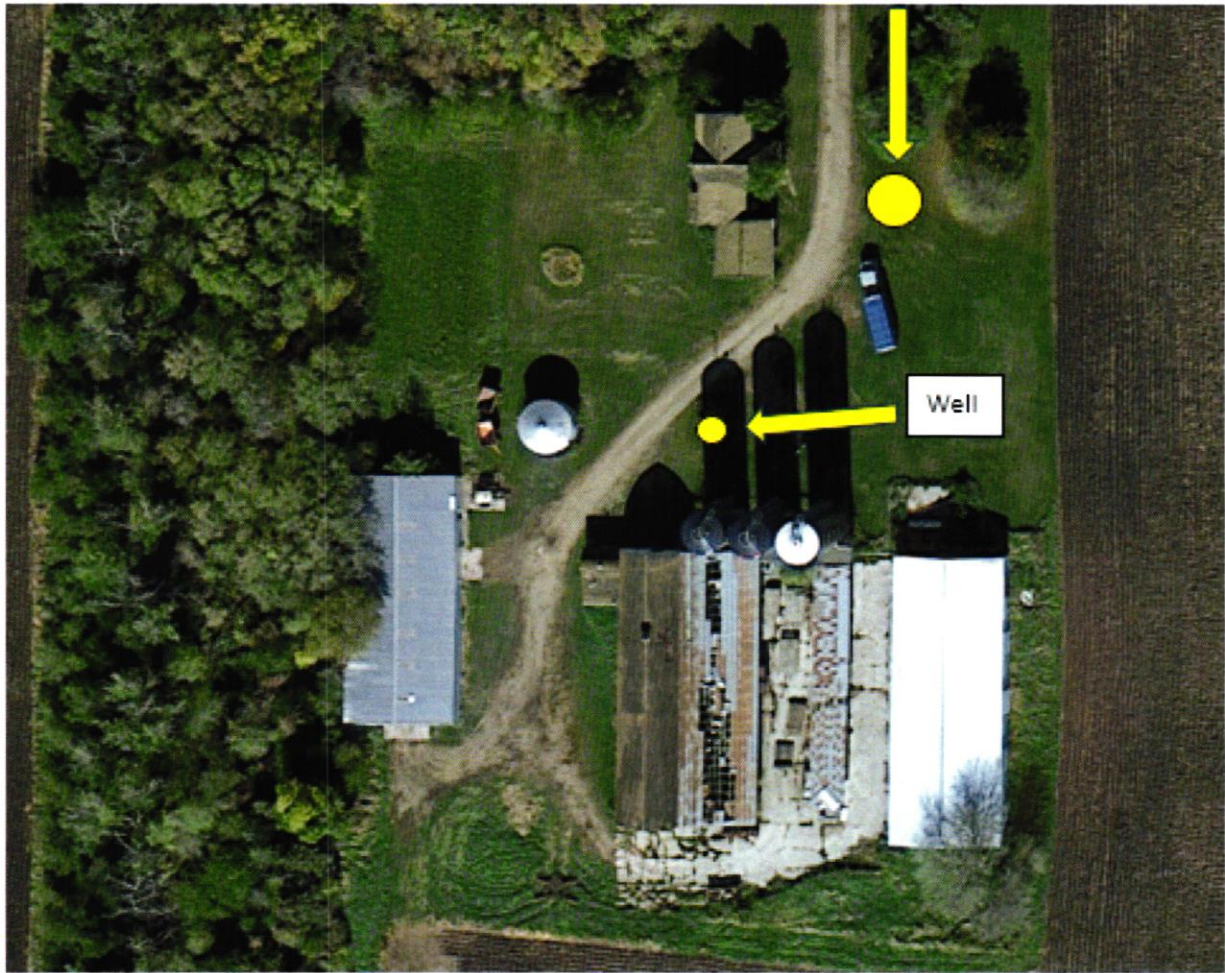
4. **SUBSURFACE SEWAGE TREATMENT SYSTEM** **WELL** **METHAMPHETAMINE PRODUCTION AREA**
 -----(Check all that apply.)-----

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

6. Property located at 82513 190th St. Hayward, MN 56043

7. _____

Septic is approximately 60' East of the house.



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial PJS 10/21/2023 BDS 10/21/2023 CPH 10/21/2023 _____
 (Seller) (Date) (Seller) (Date) (Seller) (Date) (Buyer) (Date)

10. 171 10/21/2023 JCS 10/21/2023 QNS 10/22/2023 _____
 (Seller) (Date) (Seller) (Date) (Seller) (Date) (Buyer) (Date)

11. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER**
 MN-IM (8/21)

DISCLOSURE STATEMENT: LOCATION MAP

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1. Page 2 of 2 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.

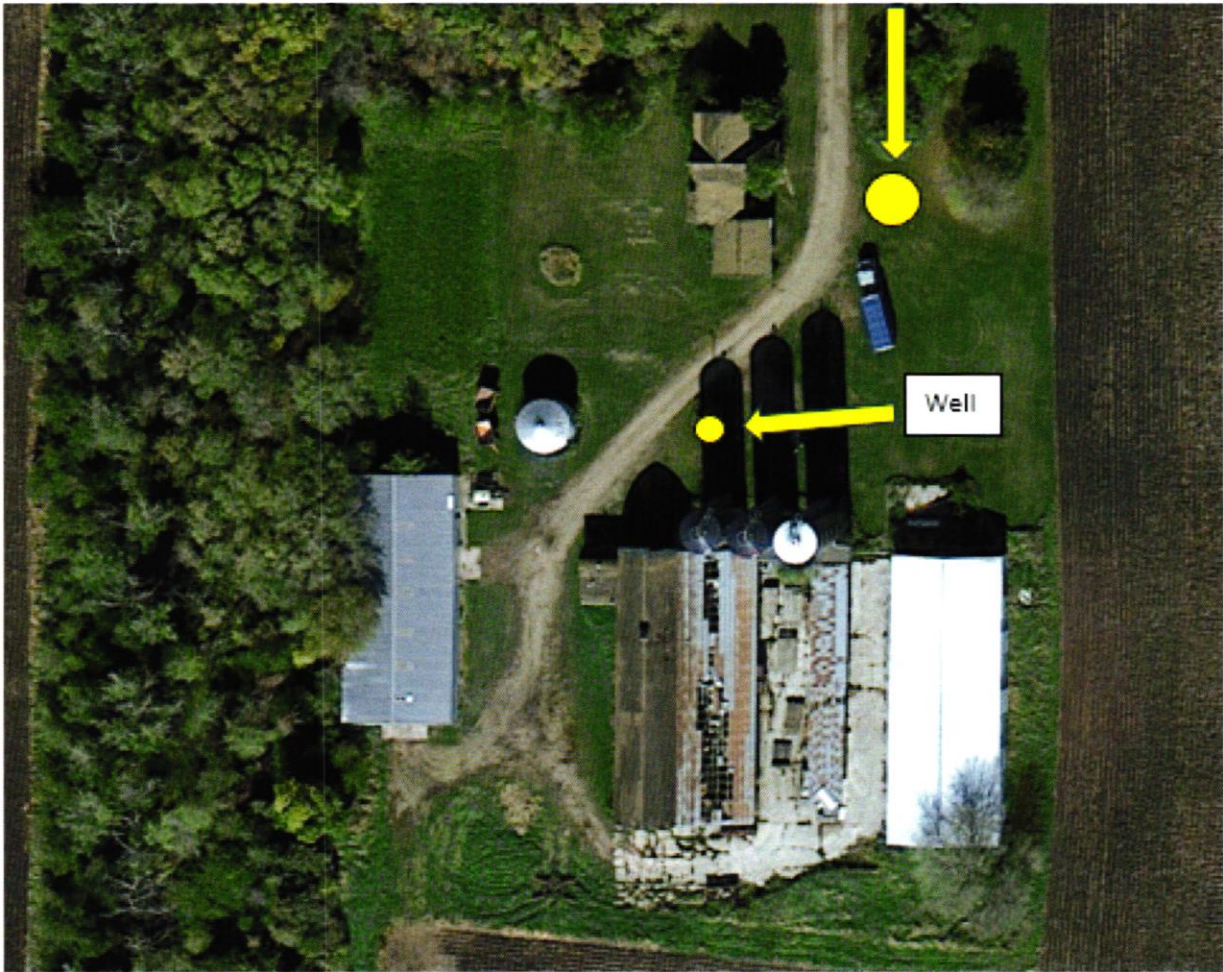
4. **SUBSURFACE SEWAGE TREATMENT SYSTEM** **WELL** **METHAMPHETAMINE PRODUCTION AREA**
------(Check all that apply.)-----

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

6. Property located at 82513 190th St. Hayward, MN 56043

7. _____

Septic is approximately 60' East of the house.



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial: DS BBB/23/2023
(Seller) (Date) (Seller) (Date) (Seller) (Date) (Buyer) (Date)

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

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

DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

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

5. Property located at 82513 190th St.,
 6. City of Hayward, County of Freeborn,

7. State of Minnesota, Zip Code 56043, legally described as follows or on attached sheet:
 8. N1/2 NE1/4, Sect. 22, T102N, R20W, Freeborn Co., MN. Exact legal per Abstract of Title. ("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/DEFECTS.**

14. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses
 15. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on
 16. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any
 17. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person
 18. or entity in connection with any actual or anticipated sale of the Property.

19. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose
 20. the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had
 21. reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the
 22. system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection
 23. of costs from Seller. An action under this subdivision must be commenced within two years after the date on which
 24. Buyer closed the purchase of the real property where the system is located.

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

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

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

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

32. TYPE: *(Check appropriate box(es) and indicate location on attached Location Map.)*

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

35. Sealed System (holding tank)
 36. Other (Describe.): _____

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

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

40. If "No," please explain: _____
 41. _____

42. Comments: House is currently uninhabitable.
 43. _____

DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

44. Page 2

- 45. Property located at 82513 190th St. Hayward, MN 56043
- 46. Is the subsurface sewage treatment system(s) a shared system? Yes No
- 47. If "Yes,"
- 48. (1) How many properties or residences does the subsurface sewage treatment system serve?
- 49. One (1)
- 50. (2) Is there a maintenance agreement for the shared subsurface sewage treatment system? Yes No
- 51. If "Yes," what is the annual maintenance fee? \$ N/A

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

54. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
55. compliance status of the subsurface sewage treatment system. Current septic system is not compliant.

56. _____
57. _____

58. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.
59. When was the subsurface sewage treatment system installed? _____

60. Installer Name/Phone _____

61. Where is tank located? _____

62. What is tank size? _____

63. When was tank last pumped? _____

64. How often is tank pumped? _____

65. Where is the drain field located? _____

66. What is the drain field size? _____

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

68. _____
69. _____

70. Date work performed/by whom: _____

71. _____

- 72. Approximate number of:
- 73. people using the subsurface sewage treatment system _____
- 74. showers/baths taken per week _____
- 75. wash loads per week _____

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

78. Distance between well and subsurface sewage treatment system? _____

79. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?

80. (If "Yes," see attached notice.) Yes No

81. Are there any known defects in the subsurface sewage treatment system? Yes No

82. If "Yes," please explain: Current septic system is not compliant.

83. _____

84. _____



DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

86. Property located at 282513 190th St. Hayward, MN 56043

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

88. 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.

93. 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.

95. **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.

| | |
|---|--|
| <p>99. DocuSigned by: <u>Patrice J. Schnauber</u> 10/21/2023 Seller - Patrice J. Schnauber (Date)</p> <p>DocuSigned by: <u>Brian D. Schnauber</u> 10/21/2023 Seller - Brian D. Schnauber (Date)</p> <p>DocuSigned by: <u>Christopher P. Hartman</u> 10/21/2023 Seller - Christopher P. Hartman (Date)</p> <p>DocuSigned by: <u>Holly H</u> 10/21/2023 Seller - Holly H (Date)</p> <p>Seller - (Date)</p> <p>Seller - (Date)</p> | <p>DocuSigned by: <u>Jacob C. Schnauber</u> 10/21/2023 Seller - Jacob C. Schnauber (Date)</p> <p>DocuSigned by: <u>Jenna M. Schnauber</u> 10/22/2023 Seller - Jenna M. Schnauber (Date)</p> <p>DocuSigned by: <u>Busey Bank, By: Renea Harbert, Manager</u> 10/23/2023 Seller - Busey Bank, By: Renea Harbert, Manager (Date)</p> <p>Seller - (Date)</p> <p>Seller - (Date)</p> <p>Seller - (Date)</p> |
|---|--|

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

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

| | |
|--|---|
| <p>104. _____ (Buyer) _____ (Date)</p> <p>_____ (Buyer) _____ (Date)</p> | <p>_____ (Buyer) _____ (Date)</p> <p>_____ (Buyer) _____ (Date)</p> |
|--|---|

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

DISCLOSURE STATEMENT: WELL

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- 1. Date _____
- 2. Page 1 of 4 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 disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. 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 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 status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.

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

19. **Instructions for completion of this form are on page three (3).**

20. **PROPERTY DESCRIPTION:** Street Address: 82513 190th St.,
 21. City of Hayward, County of Freeborn,
 22. State of Minnesota, Zip Code 56043.

23. **LEGAL DESCRIPTION:** N1/2 NE1/4, Section 22, T102N, R20W, Freeborn Co., MN. Exact legal per Abstract of Title.
 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 |
|------------|--------------------|------------|----------------|-----------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| 28. Well 1 | _____ | Unknown | Unknown | Unknown | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 29. Well 2 | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. Well 3 | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

32. If "Yes," please explain: _____
 33. _____

34. **NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 102-113. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.**

35. If the well is, "Shared":

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

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

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

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

DISCLOSURE STATEMENT: WELL

46. Property located at 82513 190th St. Hayward, MN 56043

47. OTHER WELL INFORMATION:

48. Date well water last tested for contaminants: N/A Test results attached? [] Yes [x] No

49. Contaminated Well: Is there a well on the Property containing contaminated water? [] Yes [] No

50. Comments: Unknown.

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 Location Map showing the location of each well on the real Property.

62. 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.

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

65. Seller(s) hereby states that 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.

72. 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.

76. Seller - Patricia J. Schnauber 10/21/2023 Seller - Brian D. Schnauber 10/21/2023 Seller - Christopher P. Hartman 10/21/2023 Seller - Holly H. Hartmann 10/21/2023 Seller - Jacob C. Schnauber 10/21/2023 Seller - Jacob C. Schnauber 10/22/2023

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

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

80. (Buyer) (Date) (Buyer) (Date)

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

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

DISCLOSURE STATEMENT: WELL

46. Property located at 82513 190th St. Hayward, MN 56043

47. OTHER WELL INFORMATION:

48. Date well water last tested for contaminants: N/A Test results attached? [] Yes [x] No

49. Contaminated Well: Is there a well on the Property containing contaminated water? [] Yes [] No

50. Comments: Unknown.

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 Location Map showing the location of each well on the real Property.

62. 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.

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

65. Seller(s) hereby states that 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.

72. 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.

76. Busey Bank, By: Renea Harbert, Manager (Date) (Seller) (Date)

Seller, Our Hartmann Farms, LLC by: Renea Harbert - Busey Bank, Mgr (Date) (Seller) (Date)

(Seller) (Date) (Seller) (Date)

(Seller) (Date) (Seller) (Date)

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

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

80. (Buyer) (Date) (Buyer) (Date)

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

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

DISCLOSURE STATEMENT: WELL

83. Page 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MN-DS-W-3 (8/19)

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

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- 1. Date _____
- 2. Page 1 of 5 pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at 82513 190th St. _____ ,
 6. City of Hayward _____ , County of Freeborn _____ ,
 7. State of Minnesota, Zip Code 56043 _____ ("Property").

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

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

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

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

24. The inspection report was prepared by N/A _____
 25. _____ , and dated _____ .

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
 27. in the above referenced inspection report.
 28. N/A _____
 29. _____
 30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
 32. referenced inspection report.
 33. N/A _____
 34. _____
 35. _____

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

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

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

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

47. Page 2

48. Property located at 82513 190th St. Hayward, MN 56043
49. **OTHER REQUIRED DISCLOSURES:**
50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
 51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
 52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
 53. that are not listed below.
54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
 55. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*
56. Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
 -----*(Check one.)*-----
 57. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
 58. *Subsurface Sewage Treatment System.*)
59. There is a subsurface sewage treatment system on or serving the above-described real Property.
 60. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*
61. There is an abandoned subsurface sewage treatment system on the above-described real Property.
 62. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*
63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
 64. *(Check appropriate box(es).)*
65. Seller does not know of any wells on the above-described real Property.
66. There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*
67. This Property is in a Special Well Construction Area.
68. There are wells serving the above-described Property that are not located on the Property.
69. Comments:
 70. _____
 71. _____
72. **C. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
 73. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
 74. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.
75. Seller represents that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
 -----*(Check one.)*-----
 76. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
 77. survive the closing of any transaction involving the Property described here.
78. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the
 79. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
 80. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
 81. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring
 82. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
 83. Revenue Code.
84. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
 85. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
 86. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
 87. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

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

88. Page 3

89. Property located at 82513 190th St. Hayward, MN 56043

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

94. (See *Disclosure Statement: Methamphetamine Production.*)

95. **E. RADON DISCLOSURE:**

96. (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

116. (a) Radon test(s) **HAVE** **HAVE NOT** occurred on the Property.
------(Check one.)-----

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

119. N/A

120. _____

121. _____

122. (c) There **IS** **IS NOT** a radon mitigation system currently installed on the Property.
------(Check one.)-----

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

125. N/A

126. _____

127. _____

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

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

132. Page 4

133. Property located at 82513 190th St. Hayward, MN 56043.
134. **G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**
135. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
136. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
137. sale of the home.
138. **H. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
139. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
140. home.
141. Examples of exterior moisture sources may be
142. • improper flashing around windows and doors,
143. • improper grading,
144. • flooding,
145. • roof leaks.
146. Examples of interior moisture sources may be
147. • plumbing leaks,
148. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
149. • overflow from tubs, sinks, or toilets,
150. • firewood stored indoors,
151. • humidifier use,
152. • inadequate venting of kitchen and bath humidity,
153. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
154. • line-drying laundry indoors,
155. • houseplants—watering them can generate large amounts of moisture.
156. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
157. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
158. Therefore, it is very important to detect and remediate water intrusion problems.
159. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
160. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
161. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.
162. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
163. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
164. the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
165. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
166. Property.
167. **I. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
168. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
169. may be obtained by contacting the local law enforcement offices in the community where the property is
170. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
171. web site at www.corr.state.mn.us.

MN:DS:SDA-4 (8/21)

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

173. Property located at 82513 190th St. Hayward, MN 56043

174. J. SELLER'S STATEMENT:

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

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

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

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

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

| | |
|--|--|
| <p>194. <u>Patrice J. Schnauber</u> 10/21/2023 <small>Seller - DocuSigned by: 0950BE47E079427...</small> (Date)</p> <p><u>Christopher P. Hartman</u> 10/21/2023 <small>Seller - DocuSigned by: 90A9B0F8B77281mann</small> (Date)</p> <p><u>Jacob C. Schnauber</u> 10/21/2023 <small>Seller - DocuSigned by: AE542FF7A29340...</small> (Date)</p> <p><u>Busey Bank, By: Renea Harbert, Manager</u> 10/23/2023 <small>Seller - 9910F0BB750424 Farms, LLC by: Renea Harbert - Busey Bank, Mgr</small> (Date)</p> <p>Seller - (Date)</p> | <p><u>Brian D. Schnauber</u> 10/21/2023 <small>Seller - DocuSigned by: 0950BE47E079427...</small> (Date)</p> <p><u>Holly H</u> 10/21/2023 <small>Seller - DocuSigned by: 0229B3C0747EA...</small> (Date)</p> <p><u>Anna M. Schnauber</u> 10/22/2023 <small>Seller - 87ED866ABEA142C...</small> (Date)</p> <p>Seller - (Date)</p> <p>Seller - (Date)</p> |
|--|--|

195. K. BUYER'S ACKNOWLEDGEMENT:

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

197. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
198. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
199. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
200. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
201. for any inspections or warranties the party(ies) may wish to obtain.

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

| | | | |
|------------------|-----------------|------------------|-----------------|
| _____ (Buyer) | _____ (Date) | _____ (Buyer) | _____ (Date) |
| _____ (Buyer) | _____ (Date) | _____ (Buyer) | _____ (Date) |

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





Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. 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 non-smokers, 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.

Radon Warning Statement

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

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

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. This means keep all windows and doors closed, except for normal entry and exit.

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

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

Where 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.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- 4 inches away from other objects
- in a location where it won't be disturbed
- 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. Here are the two most common.

Continuous Radon Monitor (CRM)

This test is completed by a certified radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

All radon tests should be conducted by a licensed professional. This ensures the test was conducted properly, in the correct location(s), which includes testing the lowest liveable level in each unique foundation type and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional. A list of these licensed radon mitigation professionals can be found on MDH's Radon website.

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 \$1,200 to \$2,500.

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.

Radon Information on the Web:

www.health.state.mn.us/radon

Last Updated 3/2021

MDH Indoor Air Unit

PO Box 64975

St Paul, MN 55164-0975

651-201-4601

800-798-9050

health.indoorair@state.mn.us