

**DISCLOSURE STATEMENT:
METHAMPHETAMINE PRODUCTION**

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1. Date 08/24/17
2. Page 1 of _____ pages: THE MAP AND
3. CONTRACTOR'S VERIFICATION, IF ANY, ARE
4. ATTACHED HERETO AND MADE A PART HEREOF

5. Property located at 1060 Avon St N
6. in the City of Saint Paul, County of Ramsey,

7. State of Minnesota, legally described as follows or on attached sheet (the "Property")
8. **N 1/2 OF LOT 3 AND ALL OF LOT 2 BLK 4**

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

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

15. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statute 152.0275, Subd. 2 (m). Seller discloses
16. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this
17. information in deciding whether and on what terms to purchase the Property. Seller authorizes any licensee(s)
18. representing or assisting any party(ies) in this transaction to provide a copy of this Statement to any person or entity
19. in connection with any actual or anticipated sale of the Property.

20. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose
21. the information required under MN Statute 152.0275, Subd. 2 (m), at the time of sale, and who knew or had reason to
22. know of methamphetamine production on the Property, is liable to Buyer or transferee for costs relating to remediation
23. of the Property according to the Department of Health's Clandestine Drug Labs General Cleanup Guidelines (Guidelines)
24. and for reasonable attorneys' fees for collection of costs from Seller. An action under this section must be commenced
25. within six years after the date on which Buyer closed the purchase or transfer of the Property where the methamphetamine
26. production occurred.

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

29. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

30. *(Check the appropriate boxes.)*

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

32. A. If Seller is aware that methamphetamine production has occurred on the Property, Seller **IS** **IS NOT** aware
-----*(Check one.)*-----

33. if there are currently, or have previously been, any orders issued on the Property by any governmental authority
34. ordering the remediation of a public health nuisance or by-products or degradates from the manufacture of
35. methamphetamine on the Property.

36. B. If answer under (A) is **IS**, Seller certifies that all orders **HAVE** **HAVE NOT** been vacated.
-----*(Check one.)*-----

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38. Property located at 1060 Avon St N Saint Paul MN 55103

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

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

46. Other (explain): _____
47. _____

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

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

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

60. _____ 9-29-17 _____
(Seller) (Date) (Seller) (Date)

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

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

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

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

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

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1. Date 08/24/2017
2. Page 1

3. Addendum to Purchase Agreement between parties, dated Aug 24, 20 17,
4. pertaining to the purchase and sale of the property at 1060 Avon St N
5. Saint Paul MN 55103.

6. Section I: Lead Warning Statement

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

15. Seller's Disclosure (Initial.)

16. [Signature] (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)

18. Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (Explain.):

20. _____
21. [Signature] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. [Signature] (b) Records and reports available to the seller.
23. (Check one below.)

24. Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (List documents below.):

26. _____
27. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (Initial.)

30. _____ (c) Buyer has received copies of all information listed under (b) above.

31. [Signature] (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

32. [Signature] (e) Buyer has (Check one below.):

33. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (If checked,
35. see Section II on page 2.); or

36. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.

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

38. Page 2

39. Property located at 1060 Avon St N Saint Paul MN 55103

40. **Real Estate Licensee's Acknowledgment** (*Initial.*)

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

43. **Certification of Accuracy**

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

<p>46. <u>[Signature]</u> <u>8-29-17</u> (Seller) (Date)</p> <p>47. _____ (Seller) (Date)</p> <p>48. _____ (Real Estate Licensee) (Date)</p>	<p><u>[Signature]</u> <u>29-SEP-17</u> (Buyer) (Date)</p> <p>_____ (Buyer) (Date)</p> <p><u>[Signature]</u> <u>29-SEP-17</u> (Real Estate Licensee) William J Cullen (Date)</p>
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49. **Section II: Contingency** (*Initial only if first box under (e) is checked in Buyer's Acknowledgment above.*)

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

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

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