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#### **DISCLOSURE STATEMENT: SELLER'S** PROPERTY DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. @ 2023 Minnesota Ace

	© 2023 Willinesota Association of REALTONS				
	1. Date May 14th 2024				
	2. Page 1 of pages: RECORDS AND				
	<ol><li>REPORTS, IF ANY, ARE ATTACHED AND MADE A</li></ol>				
	4. PART OF THIS DISCLOSURE				
	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.				
NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any 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. Seller has disclosure alternatives allowed by MN Statutes. See Disclosure Statement: Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.					
	poses of the seller disclosure requirements of MN Statutes 513.52 through 513.60:				
"Residesingle-	ential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.				
The se resider other o	ller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in tial real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any ption.				
inspect the que	<b>UCTIONS TO BUYER:</b> Buyers are encouraged to thoroughly inspect the property personally or have it led by a third party, and to inquire about any specific areas of concern. <b>NOTE:</b> If Seller answers "NO" to any of estions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does oly. "NO" may mean that Seller is unaware.				
inspect knowle (6) If an	<b>UCTIONS TO SELLER:</b> (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or ion report(s) when completing this form. (3) Describe conditions affecting the property to the best of your dge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions. y items do not apply, write "NA" (not applicable).				
	y located at 26078 Hwy 61				
City of	Winona , County of Winona ,				
State o	f Minnesota, Zip Code 55987 ("Property").				
A. GEN	IERAL INFORMATION: The following questions are to be answered to the best of Seller's knowledge.				
(1)	What date did you Acquire Build the home? 1999 - 2000				
(2)	Type of title evidence: Abstract Registered (Torrens) Unknown				
	Location of Abstract: alterney affer				
(3)	Is there an existing Owner's Title Insurance Policy?  Yes No				

25. 26. 27. 28.	<b>INSTRUCTIONS TO BUYER:</b> Buyers are encouraged to thoroughly inspect the property personally or have it inspected by a third party, and to inquire about any specific areas of concern. <b>NOTE:</b> If Seller answers "NO" to any of the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does not apply. "NO" may mean that Seller is unaware.								
29. 30. 31. 32.	<b>INSTRUCTIONS TO SELLER:</b> (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).								
33.		rty located at 26078 Hwy 61	-	-					
34.		Winona , County of Winona							
35.	State o	of Minnesota, Zip Code 55987 ("Property").							
36.	A. GEN	NERAL INFORMATION: The following questions are to be answered to the best of Seller's ki	nowle	edge					
37.	(1)	What date did you Acquire Build the home? 1999-2000							
38.	(2)								
39.		Location of Abstract: altorney uffer							
40.			es/	2	No				
41.	(3)	Have you occupied this home continuously during your ownership?	es/	4	⊀ No				
42.		If"No,"explain:							
43.	(4)	Is the home suitable for year-round use?	'es		No				
44.	(5)	Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) Y	'es		⊀ No				
45.	(6)	Does the Property include a manufactured home?	'es		No				
46.		If "Yes," HUD #(s) is/are							
47.		Has the title been surrendered to the Registrar of Motor Vehicles for cancellation?	es_		No				
MN:DS	:SPDS-1	(8/23)		TR Trai	Ainnesota Realtors® RANSACTIONS InsactionBesk Edition				

Realtors® TRANSACTIONS

49.		THE INFORMATION DISCLOSE	D IS GIVEN TO THE	BEST OF SELLER'S K	NOWLEDGE.	
50.	Property	55987				
51.	(7)	s the Property located on a public	Public Private	Public: no ma	intenance	
52. 53.	(8)	od zone designat	ion. Some			
54.		a) Do you know which zone the P	roperty is located in?		Yes	X No
55.		If "Yes," which zone?				*
56.		b) Have you ever had a flood insu	rance policy?		Yes	* No
57.		If "Yes," is the policy in force?			Yes	₩ No
58.		If "Yes," what is the annual pre-				
59.		If "Yes," who is the insurance ca	rrier?		Commence of the Commence of th	
60.		<ul> <li>Have you ever had a claim with</li> </ul>	a flood insurance ca	rrier or FEMA?	Yes	No
61.		If "Yes," please explain:				
62.			The state of the s			
63. 64. 65. 66.	1	IOTE: Whether or not Seller curren premiums are increasing, a previously charged for floo premiums paid for flood ins will apply after Buyer comp	nd in some cases w d insurance for the F urance on this Prope	ill rise by a substantial a Property. As a result, Bu	mount over the yer should not re	oremiums ely on the
68.	Are there	any				
69.	(9)	homeowners associations or share	red amenities?		Yes	No
70. 71.	(10) (11)	encroachments? covenants, historical registry, rese	or roctriction	no that affect	Yes	No
72.	(11)	or may affect the use or future res		ins, that affect	Yes	No
73. 74.	(12)	governmental requirements or res	trictions that affect o		uture	
74. 75.	(12)	enjoyment of the Property (e.g., s		non-conforming use, et		No
76.	(13)	easements, other than utility or di	_	U U	Yes	No
	(14)	Please provide clarification or furt	ner explanation for a	ii applicable "Yes" respo	nses in Section P	λ:
77. 78.						
79. 80.		ERAL CONDITION: To your knowledge national transfer on the Property?	edge, have any of the	e following conditions pr	eviously existed of	or do they
81.		(ANSWERS APPLY TO ALL S	STRUCTURES, SUCH	AS GARAGE AND OUT	BUILDINGS.)	
82.	(1)	las there been any damage by win	d, fire, flood, hail, or	other cause(s)?	Yes	No
83.	I	"Yes," give details of what happen	ed and when:			
84.	_					
85.	(2) H	lave you ever had an insurance cla	im(s) related to the P	roperty?	Yes	No
86.	1	"Yes," what was the claim(s) for (e	.g., hail damage to ro	of)?		
87. 88.	- [	lid you receive compensation for the	ne claim(s)?		Yes	⊠No
89.	[	id you have the items repaired?			Yes	No
90.	\	/hat dates did the claim(s) occur?				
	S:SPDS-2 (8	* *			2	Minnes

91. Page 3

92.	TO THE RESIDENCE OF THE PARTY O	THE INFORMATION	ON DISCLOSED I	S GIVEN TO TH	E BES	T OF SELLER'S H	(NOWLEDGE.		
93.	Property	located at 26078	Hwy 61			Winona		55987	
94.	(3) (8	a) Has/Have the st	ructure(s) been alf	tered?					
95.		(e.g., additions, altered roof lines, changes to load-bearing walls)							
96.		If "Yes," please specify what was done, when, and by whom (owner or contractor):							
97.					Warning to the contract of the				
98.						ACRES AND			
99. 100.	(k	) Has any work be	een performed on plumbing, retainii					Ž.	
101.							Yes	No	
		If "Yes," please e	xpiain:						
102.	,	× 4 = =							
103. 104.	(C	c) Are you aware of	f any work perforr nits were not obta		erty for	which	Voc	Chi	
105.		If "Yes," please e					Yes	No	
		ii res, pieasee.	xpiairi.						
106.									
107.	(4) H	as there been any	damage to flooring	g or floor coveri	ng?		Yes	No	
108.	If	"Yes," give details of	of what happened	and when:				\	
109.	_								
110.	(5) D	o you have or have	vou previouely h	ad any note?			Yes	No	
111.		"Yes," indicate type	A			an	branch and a second	No.	
				A					
112.	(0) 11	IE FOUNDATION:		ation is (i.e., blo			otner):		
113.	(m)				wu	C	***************************************		
114.		IE BASEMENT, CR  ) cracked floor/wa	Name of the last o		(-)	la al-a /	0	ET N	
115. 116.	,	) drain tile problen		₹ No	(e) (f)	leakage/seepage sewer backup?	? Yes	No No	
117.		flooding?	Yes	No	4 2	wet floors/walls?	Yes	No	
118.		) foundation probl			(6)	other?	-		
119.		ive details to any qu							
120.	_								
121.									
122.	(8) <b>T</b>	HE ROOF:							
123.	, ,	) What is the age o	f the roofing mate	rial?					
124.	,				ing(s): _	ye	ars		
125.	(b	) Has there been ar			0,,	•	Yes	₹ No	
126.	(0	) Has there been in	terior damage from	m ice buildup?			Yes	No	
127.	(0	l) Has there been ar	ny leakage?				Yes	No	
128.	(e	) Have there been a	any repairs or repl	acements made	to the r	roof?	Yes	No	
129.	G	ive details to any qu	estions answered	d "Yes":					
130.	_								

Minnesota Realtors® TRANSACTIONS TransactionDesk Edition

132.	32. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.									
133.	Property located at 26078 Hwy 61			Winona	5	5987				
134.										
135.	(a) The type(s) of siding is (e.g., viny	stucce	o. brick	c other):						
136.	(b) cracks/damage?		9, 51101	, 51101/1	Yes T	No				
137.	(c) leakage/seepage?									
138.						No				
	(d) other?				Yes 4	No				
139.	Give details to any questions answ	ered "Ye	es":							
140.	4-4									
141.	C. APPLIANCES, HEATING, PLUMBING	, ELEC	TRICA	AL, AND OTHER MECHANICAL S	SYSTEMS:					
142.	NOTE: Check "NA" if the item is no	t physic	ally lo	cated on the Property. Check "Y	es" for items i	n wor	king			
143.	condition. Check "No" for iten	ns not in	work	ing condition. Working order mea	ns all compone	ents of	the			
144.	items specified below.									
145.		Wor	_			Work	king			
146.	A.(	Orde				Orde				
147.	NA .	processing	No		NA	Yes	No			
148.	Air-conditioning	A		Pool and equipment		-				
149.	☐ Central ☐ Wall ☐ Window			Propane tank		+				
150.	Air exchange system	1		Rented Owned	- Just					
151.	Carbon monoxide detector	+		Range/oven		1				
152.	Ceiling fan	4		Range hood						
153.	Central vacuum			Refrigerator		+				
154.	Clothes dryer			Security system						
155.	Clothes washer	T T T T T		Rented Owned						
156.	Dishwasher			Smoke detectors (battery)	Francisco	+				
157.	Doorbell			Smoke detectors (hardwired)						
158.	Drain tile system			Solar collectors			H			
159.	Electrical system	4		Sump pump						
160.	Environmental remediation system			Toilet mechanisms		+				
161.	(e.g., radon, vapor intrusion)			Trash compactor						
162.	Exhaust system			TV antenna system						
163.	Fire sprinkler system			TV cable system faller Come	ny Kull.	K				
164.	Fireplace			I V receiver		1				
165.	Fireplace mechanisms			TV satellite dish						
166.	Freezer	4		Rented Owned						
167.	Furnace humidifier			Water heater	- Company of the Comp					
168.	Garage door auto reverse			Water purification system		T				
169.	Garage door opener			Rented Owned		1				
170.	Garage door opener remote			Water softener		4				
171.	Garbage disposal			Rented Mowned						
172.	Heating system (central)	7		Water treatment system	<i>Y</i>					
173.	Heating system (supplemental)	7		☐ Rented ☐ Owned		c				
174.	Incinerator			Windows		1				
175.	Intercom			Window treatments	- Inches	1				
176.	In-ground pet containment system.			Wood-burning stove						
177.	Lawn sprinkler system			Other						
178.	Microwave			Other						
179.	Plumbing	X		Other						



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181.

181.	1. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.						
182.	Pro	operty located at 26078 Hwy 61 Winona 55987					
183. 184.		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?					
185.		Comments regarding issues in Section C:					
186.							
187. 188.	D.	SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)					
189.		Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving the above-described					
190. 191.		real Property. (If answer is <b>DOES</b> , and the system does not require a state permit, see <i>Disclosure Statement: Subsurface Sewage Treatment System.</i> )					
192. 193.		There is an abandoned subsurface sewage treatment system on the above-described real Property. (See Disclosure Statement: Subsurface Sewage Treatment System.)					
195.	E.	PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.) (Check appropriate box(es).)					
196. 197. 198.		<ul> <li>Seller does not know of any wells on the above-described real Property.</li> <li>There are one or more wells located on the above-described real Property. (See Disclosure Statement: Well.)</li> <li>This Property is in a Special Well Construction Area.</li> </ul>					
199. 200.		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?					
201. 202.		(2) Is there a maintenance agreement for the shared well?   If "Yes," what is the annual maintenance fee? \$					
203. 204. 205. 206.	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,					
207.		Non-Profit Status, RIM, Rural Preserve, etc.)					
208.		If "Yes," would these terminate upon the sale of the Property?					
209.		Explain:					
<ul><li>210.</li><li>211.</li><li>212.</li><li>213.</li></ul>	G.	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.					
214.		Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,					
215. 216.		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.					
217. 218. 219. 220. 221. 222.		NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.  If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal Revenue Code.					
223. 224. 225. 226.	·SPN	Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from the FIRPTA withholding requirements.  S-5 (8/23)					



228.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.								
229.	Pro	operty located at 26078 Hwy 61 Winona 55987							
230. 231. 232. 233. 234.	H.								
235. 236. 237. 238. 239.	I.	<b>NOTICE REGARDING AIRPORT ZONING REGULATIONS:</b> The Property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.							
240. 241. 242.	J.	<b>NOTICE REGARDING CARBON MONOXIDE DETECTORS:</b> MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the sale of the home.							
243.	K.	CEMETERY ACT: The following questions are to be answered to the best of Seller's knowledge.							
<ul><li>244.</li><li>245.</li><li>246.</li><li>247.</li></ul>		MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal remains or human burial grounds is guilty of a felony.  Are you aware of any human remains, burials, or cemeteries located on the Property?  Yes							
248.		Are you aware of any human remains, burials, or cemeteries located on the Property?  Yes  Yes  No							
249. 250. 251.		All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN Statute 307.08, Subd. 7.							
252. 253. 254. 255. 256. 257. 258.	L.	ENVIRONMENTAL CONCERNS: To your knowledge, have any of the following previously existed or do they currently exist on the Property?  (1) Animal/Insect/Pest Infestation? Yes No (6) Lead? (e.g., paint, plumbing) Yes No (2) Asbestos? Yes No (7) Mold? Yes No (8) Soil problems? Yes No (4) Formaldehyde? Yes No (9) Underground storage tanks? Yes No (5) Hazardous waste/substances? Yes No (10) Vapor intrusion?							
259.		(11) Other? Yes No							
260. 261. 262.		(12) Have you ever been contacted or received any information from any governmental authority pertaining to possible or actual environmental contamination (e.g., vapor intrusion, drinking water, and/or soil contamination, etc.) affecting the Property?							
<ul><li>263.</li><li>264.</li><li>265.</li><li>266.</li></ul>		(13) Are you aware if there are currently, or have previously been, any orders issued on the Property by any governmental authority ordering the remediation of a public health nuisance on the Property?  Yes  You aware if there are currently, or have previously been, any orders issued on the Property?  Yes  You aware if there are currently, or have previously been, any orders issued on the Property?  Yes							
200.		If answer above is "Yes," all orders HAVE HAVE NOT been vacated.							
267.		(14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.							
268.									
269.									
270.									
271.									



273.		THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.						
274. P	roperty lo	ocated at 26078 Hwy 61 Winona 55987						
275. M	. RADO	N DISCLOSURE: (The following Seller disclosure satisfies MN Statute 144.496.)						
276. 277. 278. 279.	having	N WARNING STATEMENT: The Minnesota Department of Health strongly recommends that ALL buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.						
280. 281. 282. 283. 284.	Rador cause	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 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.						
285. 286. 287.	Depar	N IN REAL ESTATE: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota ment of Health's publication entitled <b>Radon in Real Estate Transactions</b> , which is attached hereto and found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.						
288. 289. 290. 291. 292.	Statute the co	A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by the court. Any such action must be commenced within two years after the date on which the buyer closed the burchase or transfer of the real Property.						
293. 294.	SELLE	R'S REPRESENTATIONS: The following are representations made by Seller to the extent of Seller's actual						
295.	knowle (a)	Radon test(s) HAVE HAVE NOT occurred on the Property.						
296. 297.	(b)	Describe any known radon concentrations, mitigation, or remediation. <b>NOTE:</b> Seller shall attach the most current records and reports pertaining to radon concentration within the dwelling:						
298.								
299. 300.	(c)	There IS IS NOT a radon mitigation system currently installed on the Property.						
301. 302.	(C)	If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system description and documentation.						
303.								
304.	=======================================							
305.		PTIONS: See Section R for exceptions to this disclosure requirement.						
306. <b>N.</b> 307. 308.	Has	NIC WASTING DISEASE IN CERVIDAE: (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).) Chronic Wasting Disease been detected on the Property?  S, see Disclosure Statement: Chronic Wasting Disease.  YES NO (Check one.)						
309. <b>O</b> . 310.		<b>ES/OTHER DEFECTS/MATERIAL FACTS:</b> The following questions are to be answered to the best of knowledge.						
311.	Notice	s: Seller HAS HAS NOT received a notice regarding any proposed improvement project from any						
312.	assess	ing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach						
313.	and/or	explain:						
314.								
315.								
316.		T.7 Minner						



318.		THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.	
319.	Pro	perty located at 26078 Hwy 61 Winona 55987	
320. 321. 322.		Other Defects/Material Facts: Are there any other material facts that could adversely and significantly affect ordinary buyer's use or enjoyment of the Property or any intended use of the Property? Yes If "Yes," explain:	
323.			
324.			
325.			arbanaman.
326.			
327. 328. 329.	P.	WATER INTRUSION AND MOLD GROWTH: Studies have shown that various forms of water intrusion affermany homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture eaving the home.	ct
330. 331. 332. 333. 334.		<ul> <li>Examples of exterior moisture sources may be:</li> <li>improper flashing around windows and doors,</li> <li>improper grading,</li> <li>flooding,</li> <li>roof leaks.</li> </ul>	
335. 336. 337. 338. 339. 340. 341. 342. 343. 344.		<ul> <li>Examples of interior moisture sources may be:</li> <li>plumbing leaks,</li> <li>condensation (caused by indoor humidity that is too high or surfaces that are too cold),</li> <li>overflow from tubs, sinks, or toilets,</li> <li>firewood stored indoors,</li> <li>humidifier use,</li> <li>inadequate venting of kitchen and bath humidity,</li> <li>improper venting of clothes dryer exhaust outdoors (including electrical dryers),</li> <li>line-drying laundry indoors,</li> <li>houseplants—watering them can generate large amounts of moisture.</li> </ul>	
345.		n addition to the possible structural damage water intrusion may do to the Property, water intrusion may also resu	
346. 347.		n the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Propert Therefore, it is very important to detect and remediate water intrusion problems.	y.
348. 349. 350. 351.		Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial formans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious lealth problems, particularly in some immunocompromised individuals and people who have asthma or allergies o mold.	JS
352. 353. 354. 355. 356.		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 you our understand the property in the property. Such an analysis is particularly advisable if you observe staining or musty odors on the Property.	ne ur
357. 358. 359. 360. 361.	Q.	NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predator offender registry and persons registered with the predatory offender registry under MN Statue 243.16 may be obtained by contacting the local law enforcement offices in the community where the properties 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	66 ty



362. Page 9

363.		THE INFORMA	TION DISCLOSED IS GI	VEN TO THE BEST OF SELLER'S KNO	OWLEDGE.
364.	Property loc	cated at 26078	Hwy 61	Winona	55987
365.	R. MN STA	ATUTES 513.52	THROUGH 513.60: SE	LLER'S MATERIAL FACT DISCLOSUR	E:
366. 367. 368. 369. 370. 371. 372.	(1) (2) (3) (4) (5) (6)	real property a gratuitous a transfer pu a transfer to a transfer by a transfer to	t disclosure requirements that is not residential reatransfer; rsuant to a court order; a government or governiforeclosure or deed in lie heirs or devisees of a de	of MN Statutes 513.52 through 513.60 al property;  mental agency; eu of foreclosure; cedent;	
373. 374. 375. 376. 377. 378. 379. 380. 381. 382.	(7) (8) (9) (10) (11) (12) (13) (14)	a transfer ma a transfer be agreement in a transfer of an option to a transfer to respect to a ca a transfer to a a transfer of s	etween spouses resulting cidental to that decree; newly constructed reside purchase a unit in a company person who controls declarant under section to a tenant who is in possessection declarant rights under sectial declarant rights under section to the control of the control	grandparent, child, or grandchild of Selle grandparent, child, or grandchild of Selle grand a decree of marriage dissolutential property that has not been inhabited mon interest community, until exercised for is controlled by the grantor as those 515B.1-103, clause (2); assion of the residential real property; or under section 515B.3-104.	ion or from a property ed;
383. 384. 385.	The sell- of newly	er disclosure re constructed re	sidential property must o	te 144.496 DO NOT apply to (1)-(9) and comply with the disclosure requirements	of MN Statute 144.496.
386. 387. 388.	prospec	tive Buyer agre	e in writing. Waiver of th	r sections 513.52 to 513.60 may be we disclosure required under sections 513 disclosure created by any other law.	raived if Seller and the 3.52 to 513.60 does not
389.	No Duty	to Disclose:			
390. 391. 392. 393. 394. 395.	(1) (2) (3)	is or was occu Immunodeficien was the site of	ncy Virus or diagnosed wa a suicide, accidental dea	e Property ccupant who is or was suspected to be with Acquired Immunodeficiency Syndrouth, natural death, or perceived paranorr any adult family home, community-bas	ne; nal activity; or
396. 397. 398. 399. 400.	regis man regis	ster under MN S nner, provides a stered with the	Statute 243.166 or about a written notice that in	disclose information regarding an offer whom notification is made under that sec formation about the predatory offende ed by contacting the local law enforcer prections.	ction, if Seller, in a timely registry and persons
401. 402.			aragraphs (A) and (B) do erty that is not residentia	not create a duty to disclose any facts of property.	lescribed in paragraphs
403. 404. 405. 406. 407. 408. 409.	(1)	Property if a wind and provided to federal, state, obelieves has the or investigation	ritten report that disclose the prospective buyer. It is a propertive buyer is recorded age to be expertise necessary to that has been conducted.	eller is not required to disclose informates the information has been prepared be a transfer or purposes of this paragraph, "qualification, or any person whom Seller or prosponeet the industry standards of practice for by the third party in order to prepare the buyer material facts known by Sel	y a qualified third party ed third party" means a ective buyer reasonably or the type of inspection ne written report.

information included in a written report under paragraph (1) if a copy of the report is provided to Seller.



411.

412. Page 10

413.		THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
414.	Pro	perty located at 26078 Hwy 61 Winona 55987
415.	S.	ADDITIONAL COMMENTS:
416.		Reason for selling - down sering
417.		
418.		
419.		
420.		
421.		
422.		
423. 424.	T.	SELLER'S STATEMENT: To be signed at time of listing.)
425. 426. 427. 428. 429. 430. 431.		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 eal 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.
432. 433. 434. 435.		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.
436.		$\frac{\text{Cean to}}{\text{(Date)}} \frac{5-13-24}{\text{(Seller)}} $ (Date)
437. 438.	U.	BUYER'S ACKNOWLEDGEMENT: To be signed at time of purchase agreement.)
439. 440. 441. 442.		We, the Buyer(s) of the Property, acknowledge receipt of this Seller's Property Disclosure Statement and agree hat no representations regarding facts have been made other than those made above. This Disclosure Statement is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the ransaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.
443.		he information disclosed is given to the best of Seller's knowledge.
444.		Buyer) (Date) (Buyer) (Date)
445. 446.		LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

MN:DS:SPDS-10 (8/23)





#### **DISCLOSURE STATEMENT: WELL**

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	VV CI	SSIVEALTI			1.	Date _	May		14th	2024
					3.	IS ATT			THE REQU IADE A PAR	
5. 6. 7. 8. 9.	Minnesota Statute 1031.235 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. 11. 12. 13. 14.	Unless B the existe status of of costs f	uyer and Seller ago ence or known state the well, is liable to from Seller, if the ac where the well is lo	ree to the co us of a well a Buyer for co ction is comi	ntrary in writi t the time of s sts relating to	ng, before sale, and ki sealing of	the clo	osing of the had reasor	e sale, a Sell n to know of onable attor	ler who fails the existence	to disclose se or known
15. 16. 17. 18.	information	quirements exist he local unit(s) of on about these issuit www.health.state	government es. For addit	, state agen	cy, or qua	lified p	rofessiona	which rea	ulates wells	for further
19.	Instruction	ons for completio	n of this for	m are on pag	ge three (3	3).				
20.	PROPER	TY DESCRIPTION	I: Street Add	ress: 26078	Hwy	61	11			,
21.	City of Wi	nona			, Co	ounty c	of Winona			,
22.		Minnesota, Zip Coo								
23.	LEGAL D	ESCRIPTION: Sec	ct-27 Twp-	106 Range-0	05 PARCEI	LINL	OTS 1 & 2			
24.									-	
25.									("	Property").
26. 27.	WELL DI Seller cer	SCLOSURE STAT tifies that the follow	EMENT: (Ch	eck appropriate located on	ate boxes.,	) -descr	ibed real P	roperty.		
28. 29.		MN Unique Well No.	Well Depth	Year of Const.	Well Type		USE	NOT IN USE	SHARED	SEALED
30.	Well 1			1999		[	X.			
31.	Well 2					[				
32.	Well 3			-	-	[				
33.	Is this pro	perty served by a	well not loca	ited on the Pi	roperty?				Yes	No
34.	If "Ye	s," please explain:								
35.										
36. 37. 38. 39.	n ti	ee definition of te nust be sealed by ne Minnesota Dep ransferable. If a w	a licensed artment of h	well contract lealth and pa	tor or a we	ell owr ual mai	ner must o intenance	btain a mai fee. Mainte	ntenance perm	ermit from
40.		is, "Shared":					^		MA	
41.		low many propertie							nA	
42.	2 2	The manages the s								
43.		there a maintenar							Yes	No
44.	If "Yes," what is the annual maintenance fee? \$								1 ( , ,	



#### **DISCLOSURE STATEMENT: WELL**

45. Page 2 Property located at 26078 Hwy 61 46. Winona 55987 47. OTHER WELL INFORMATION: 48. Date well water last tested for contaminants: \_\_\_ Test results attached? Yes Contaminated Well: Is there a well on the Property containing contaminated water? 49. Yes No 50. Comments: 51. 52. 53. 54. 55. 56. SEALED WELL INFORMATION: For each well designated as sealed above, complete this section. 57. When was the well sealed? \_\_\_\_\_ 58. 14 59. Who sealed the well? Was a Sealed Well Report filed with the Minnesota Department of Health? 60. Yes ANO 61. MAP: Complete the attached Disclosure Statement: Location Map showing the location of each well on the 62. real Property. 63. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(/ies) in 64. this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain. 65. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT 66. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater. 67. 68. MINNESOTA UNIQUE WELL NUMBER: All new wells constructed AFTER January 1, 1975, should have been 69. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this 70. date, you should have the unique well number in your property records. If you are unable to locate your unique well number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number 71. 72. is available, please indicate the depth and year of construction for each well. 73. WELL TYPE: Use one of the following terms to describe the well type. 74. WATER WELL: A water well is any type of well used to extract groundwater for private or public use. 75. Examples of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal 76. wells. 77. IRRIGATION WELL: An irrigation well is a well used to irrigate agricultural lands. These are typically large-diameter wells connected to a large pressure distribution system. 78. MONITORING WELL: A monitoring well is a well used to monitor groundwater contamination. The well is 79. 80. typically used to access groundwater for the extraction of samples. 81. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction 82. or use of underground spaces.

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).

83.

84.

85.

### **DISCLOSURE STATEMENT: WELL**

86. Page 3

87.	WELL USE STATUS: Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.
88. 89.	<b>IN USE:</b> A well is "in use" if the well is operated on a daily, regular, or seasonal basis. A well in use includes a well that operates for the purpose of irrigation, fire protection, or emergency pumping.
90. 91.	<b>NOT IN USE:</b> A well is "not in use" if the well does not meet the definition of "in use" above and has no been sealed by a licensed well contractor.
92. 93. 94. 95.	<b>SEALED:</b> A well is "sealed" if a licensed contractor has completely filled a well by pumping grout materia throughout the entire bore hole after removal of any obstructions from the well. A well is "capped" if it has a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry into the well. A "capped" well is not a "sealed" well.
96. 97.	If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing contractor, check the well status as "not in use."
98. 99.	If you have any questions, please contact the Minnesota Department of Health, Well Management Section, at (651) 201-4587 (metropolitan Minneapolis-St. Paul) or 1-800-383-9808 (greater Minnesota).
101. 102. 103. 104. 105. 106.	SELLER'S STATEMENT: (To be signed at time of listing.)  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.
109. 110.	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 <i>Amendment to Disclosure Statement</i> form.
112.	(Seller) 5-13-24 (Date) (Seller) (Date)
114.	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: Well and Disclosure Statement: Location Map and agree that no representations regarding facts have been made other than those made above.
116.	(Buyer) (Date) (Buyer) (Date)
117. 118.	LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

MN-DS:W-3 (8/22)





# DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

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	1. Date						
	<ol> <li>Page 1 of pages:</li> <li>THE REQUIRED MAP IS ATTACHED AND MADE A</li> <li>PART OF THIS DISCLOSURE</li> </ol>						
5.	Property located at 26078 Hwy 61						
6.	City of Winona, County of Winona						
7.	State of Minnesota, Zip Code 55987 , legally described as follows or on attached sheet:						
8.	Sect-27 Twp-106 Range-005 PARCEL IN LOTS 1 & 2						
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 this transaction, and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.						
11. 12. 13. 14.	BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.						
15. 16. 17. 18. 19.	<b>SELLER'S INFORMATION:</b> The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.						
20. 21. 22. 23. 24. 25.	the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection of costs from Seller. An action under this subdivision must be commenced within two years after the date on which						
26. 27. 28.	Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates subsurface sewage treatment systems for further information about these issues.						
29. 30.	The following are representations made by Seller(s) to the extent of Seller(s) actual knowledge. This information is a 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. 34.	TYPE: (Check appropriate box(es) and indicate location on attached Disclosure Statement: Location Map.)  Septic Tank:  with drain field  with mound system  seepage tank  with open end						
35.	Is this system a straight-pipe system?						
36.	Sealed System (holding tank)						
37.	Other (Describe.):						
38.	Is the subsurface sewage treatment system(s) currently in use?						
39.	Is the above-described Property served by a subsurface sewage treatment system						
40.	located entirely within the Property boundary lines, including setback requirements?						
41.	If "No," please explain:						
42. 43.	Comments:						
	Comments:						
44.							



# DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

46.	Property located at 26078 Hwy 61	Winona	55987
47. 48.	. If "Yes,"		s \bullet No
49.	(1) From many properties of residences does the subst	rface sewage treatment system serve?	
50.	711		
51. 52.	(2) to there a maintenance agreement for the shared su	bsurface sewage treatment system? Y	es No
	what is the armaarmanitenance lee? \$		
53. 54.	many mater ase appliance, bedroom, or pathr	oom has been added to the Property, the atment system laws and rules.	e system may
55.	Seller or transferor shall disclose to Buyer or transferee wh	at Seller or transferor has knowledge of	relative to the
56.	compliance status of the subsurface sewage treatment syste	em	
57.			
58.			
59.	Any previous inspection report in Seller's possession must be	pe attached to this Disclosure Statement	
60.			
61.	1		
62.	Where is tank located?		
63.	What is tank size?		
64.	T	7.	
65.	How often is tank pumped?	as needed	_
66.	How often is tank pumped? Where is the drain field located?	1-	
67.	What is the drain field size?	1	
68.	Describe work performed to the subsurface sewage treatme		oerty.
69.		4011	Jerty.
70.			
71.	Date work performed/by whom:		
72.	Date Work periormou/ by Wrieth.		
73. 74. 75. 76.		ers than !	
77. 78.	NOTE: Changes in the number of people using the substrused may affect the subsurface sewage treatment system	n performance.	ume of water
79. 80. 81.	Distance between well and subsurface sewage treatment sys Have you received any notices from any government agencie (If "Yes," see attached notice.)	tem?	
82.	Are there any known defects in the subsurface sewage treati	Yes	
	16//2/ 11 1	- Constant	
83. 84.			
85.	DS-SSTS-2 (8/21)		



### DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

86. Page 3

87.	Property located at 26078	Hwy 61		Winona	55987
88.	SELLER'S STATEMENT: (To	be signed at time	of listing.)		
89. 90. 91. 92. 93. 94. 95.	assisting any party(ies) in this connection with any actual or real estate licensee represent estate licensee representing o	transaction to pro anticipated sale ing or assisting a r assisting a prosp ment is provided	Ovide a copy of the Prope prospective pective buyer to the real es	accurate and authorizes any licensed of this Disclosure Statement to any rty. A seller may provide this Disclosure buyer. The Disclosure Statement per is considered to have been provided state licensee representing or assisting ospective buyer.	person or entity in ure Statement to a rovided to the real to the prospective
96. 97. 98. 99.	(new or changed) of which	Seller is aware t any intended us	hat could a e of the Pro	of any facts that differ from the fac dversely and significantly affect the perty that occur up to the time of classifier.	e Buver's use of
100.	(Seller)	5-1	(3 - 3 ×	(Seller)	(Date
101.	BUYER'S ACKNOWLEDGEM	ENT: (To be signe	ed at time of	ourchase agreement.)	
102. 103.	I/We, the Buyer(s) of the Prope	erty, acknowledge ent: Location Mag	receipt of th	is Disclosure Statement: Subsurface s hat no representations regarding fact	Sewage Treatment s have been made
105.	(Buyer)		(Date)	(Buyer)	(Date
106. 107.				O REPRESENTATIONS HERE AND DNS EXISTING ON THE PROPERTY	

MN-DS:SSTS-3 (8/21)





#### **LOCATION MAP**

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SUBSURFACE SEWA	nces from fixed	reference points	such as streets,	puildings and landmarks.	
roperty located atZ	6078	Hwy 61	Wino	na	
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	ATTAC	H ADDITIONAL S	SHEETS AS NEE	DED.	
eller and Buyer initial:	Clan	Ja 5-13-	24		
	(Seller)		(Buyer)	(Date)	

11. MN-IM (8/09) ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER
REALTORS

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