

JIM & CINDY HJELM BUILDING SITE & LAND ONLINE ONLY AUCTION

Ending June 17, 2024

**40+/- SURVEYED ACRES IN TWO PARCELS
17921 CR 96 SW., KENSINGTON, MN. 56343**

CALL CINDY AT 320-766-9970 TO SCHEDULE A VIEWING



PARCEL 1: 6.94 Acres with 2 bed-room house, full bathroom/laundry room, mudroom, living room, dining room & kitchen - All appliances included; dishwasher, fridge, gas stove, washer/gas dryer, microwave, gas furnace/central air with heat pump, water softener, gas water heater, new well in 2020. PID# 54-0223-000



PARCEL 2: 33.26 Acres - 5.36 CRP Acres until October 2025. PID# 54-0223-3000

TERMS & CONDITIONS: 10% down day of auction. Successful bidder will be required to sign purchase agreement at close of auction. Buying property AS IS-WHERE IS. Buyer will receive clear and marketable title. Buyers Premium will apply to the final bid.

Any interested buyers can obtain an information packet by calling our office in Benson at 320-843-3003 or download the packet from the Online Auction at www.zielsdorfauctions.com



320-843-3003

Aaron Olson, Owner/Auctioneer/Broker
MN 76-29, • 320-808-8947
Bob Zielsdorf, Auctioneer/Agent • 320-760-2006
Brad Feuchtenberger, Auctioneer, MN 75-14, • 320-287-0501
Janel Tolifson, Business Manager/Realtor • 320-760-7576
Brandon Goff, Sales & Marketing, Auctioneer MN 76-32 • 320-808-3191
Matt Ludwig, Realtor/ Sales 320-493-4848
Jami Knoblauch, Sales • 320-424-0557
Isaac Mumm, Realtor/Sales • 320-428-5644

AUCTIONEERS & CLERK
Zielsdorf Auction &
Real Estate Services
119 3rd St N.
Benson, MN 56215
Office: 320-843-3003

Your Farm Equipment & Real Estate Specialist

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

48. Page 2

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
60. Broker (see paragraph II on page one (1)).

61. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
62. one to four families as their residence.

63. (2) The fiduciary duties mentioned above are listed below and have the following meanings:
64. Loyalty - broker/salesperson will act only in client(s)' best interest.
65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
67. which might reasonably affect the client(s)' use and enjoyment of the property.
68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
69. information (such as disclosure of material facts to Buyers).
70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
72. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
75. purchase/lease properties listed by the broker.

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

MN:AGCYDISC-2 (8/19)

June 7th—17th
2024

TERMS AND CONDITIONS

Attention Bidders:

- Registration & Bidding will happen at **www.zielsdorfauctions.com** For help registering or bidding please call **320-843-3003**. The auction staff will be available during regular business hours 8 am-4:30 pm Monday– Friday.
- The successful bidder will be required to sign a Purchase Agreement at the close of the auction at Zielsdorf Auction Facility Located at 119 3rd St. North, Benson, MN 56215.
- **A deposit of 10% is required the day of sale. That money will be placed in Zielsdorf Auction and Real Estate Trust Account.**
- **Financing is not a contingency of sale in this offering.** Therefore, it is strongly recommended that potential bidders ensure in advance that they are able to obtain the necessary financing to close the transaction. If purchaser cannot obtain financing on the property because he/she cannot fulfill terms or does not qualify, then purchaser must either close for cash within the contractual period or forfeit his/her earnest money deposit.
- Balance of the purchase price must be paid in full at closing, or when all paperwork has been completed.
- Property is sold "AS IS, WHERE IS", with no warranties, expressed or implied.
- **Call for Verification on doing a 1031 Exchange Before Bidding.**
- **Sold by Surveyed Acres.**
- **Property has been Surveyed.**
- **Property will be sold without warranty.**
- All information contained in the auction brochure and all other promotional materials including, but not limited to, photographs, directions, acreage, zoning, maps, taxes, etc. All information was provided by or on behalf of the seller and is believed correct. However seller nor auctioneer makes any guarantees or warranties as to the accuracy or completeness of the information. It is the sole responsibility of the purchaser to perform all inspections and review all property information to verify any information they deem important.
Successful Bidder
- The successful bidder will be determined by competitive bidding. The auctioneer reserves the right to make a final decision shall a dispute arise. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.
- Bid Wrangler will be the bidding platform keeping record of the bids on the parcels of land.
- **All parcels will be linked together until final bids have been placed on each parcel. If bid is placed in the last 6 minutes of bidding lots will be extended for 6 more minutes until all bidding has stopped.**
Environmental Disclaimer
- The seller, broker, and auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste prohibited by federal, state, or local law. The buyer is to rely upon his/her own environmental audit or examination of the premises.
Important Notes
- Zielsdorf Auction and Real Estate Co. LLC, is representing the seller.
- The seller has agreed to the terms of the sale as published. However, the broker and auctioneer make no warranties or guaranties as to the seller's performance.
- **CRP CONTRACT MUST BE TRANSFERRED TO NEW OWNER WITHIN 30 DAYS OF CLOSING.**
- Discuss your buying plans with a lender. Have your financing arrangements made in advance.
- **Sold with Seller Confirmation.**
- Sale is **NOT** subject to financing.
- **ALL ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.**
- Buyer and Seller will be responsible for their own closing costs.
- **A BUYERS PREMIUM OF 6% WILL APPLY TO FINAL BID.**
- Real Estate Taxes will be prorated for buyer and seller.
- Buyer will receive a Clear and Marketable Title on day of closing.
- Closing will take place at a professional Title company or Attorney, agreeable by both buyer and seller.
- Buyer is encouraged to bring own inspector to inspect any/all aspects of the property.
- **Septic System is not in compliance and will need to be updated at no cost to seller within no longer than 10 months or Douglas County Regulations.**
- **Buyer will need to Escrow \$7,500 at time of closing for septic system repair or replacing. - For more information call Pat from Douglas County Land & Resource Management @ 320-762-3868**
- **Closing and Possession will be On or Before July 31st ,2024 or when all paperwork has been completed.**

The Terms and Conditions of Sale are described in this Buyer's Prospectus and Purchase Agreement. The information provided by this Prospectus is believed to be accurate. However, no warranty or guarantee, expressed or implied, is intended or made by owners or Zielsdorf Auction and Real Estate Company. Auctioneers and owners will not be held responsible for discrepancies or inaccuracies. All information contained in this and other advertisements was obtained from sources believed to be accurate. All buyers must independently investigate and confirm any information or assumptions on which any bid is based.



Parcel #1

6.94 ACRES WITH 2 BEDROOM

HOUSE, FULL BATHROOM/

LAUNDRY ROOM, MUDROOM, LIVING

ROOM, DINING ROOM & KITCHEN - ALL APPLIANCES

INCLUDED; DISHWASHER, FRIDGE, GAS

STOVE, WASHER/GAS DRYER, MICROWAVE,

GAS FURNACE/CENTRAL AIR WITH HEAT PUMP,

WATER SOFTENER, GAS WATER HEATER, NEW

WELL IN 2020. PID# 54-0223-000

Online Only Auction June 7th – 17th 2024

James & Cindy Hjelm Building

Site & Land Information

17921 County Road 96 SW, Kensington MN

- 3 Bedroom 1 Bath House with Basement
- 6.94 Surveyed Acres
- 2 Stall Garage
- Phone – Internet – Fiber Optic – Runestone – Hoffman
- Electricity – REA – Alexandria MN
- Propane Gas – Prairie Lakes Coop – Starbuck MN
- Garbage – Engebretson & Sons Disposal Service, Inc – Morris MN

This Property will be sold subject to the following:

- Septic System is not in compliance and will need to be updated at no cost to seller within no longer than 10 months or Douglas County Regulations.
- The buyer will need to Escrow \$7,500 at time of closing for septic system repair or replacing. - For more information call Pat from Douglas County Land & Resource Management @ 320-762-3868.

For More Information Call Aaron Olson @ 320-808-8947

As of : 4/5/2024

Parcel Number: 54-0223-000
Payable Year: 2025 Rec# 1 of 1

General Information | Value Information | Special Asmts | Ditch | Sales | | History | | Appraisal Summary

The 2024 assessment reflects the property value as of January 2nd, 2024 using sales that occurred between October 2022 and September 2023. Buildings built prior to January 2nd, 2024 or buildings which were partially complete as of January 2nd, 2024 are included here. Any buildings built after January 2nd, 2024 will be included on the January 2nd, 2025 assessment.

Appraisal Summary

Parcel Number54-0223-000SOLEM TWPWEST CENTRAL AREA SCHOOLS 2342

Primary Taxpayer
HJELM/JAMES
17921 CO RD 96 SW
KENSINGTON MN 56343

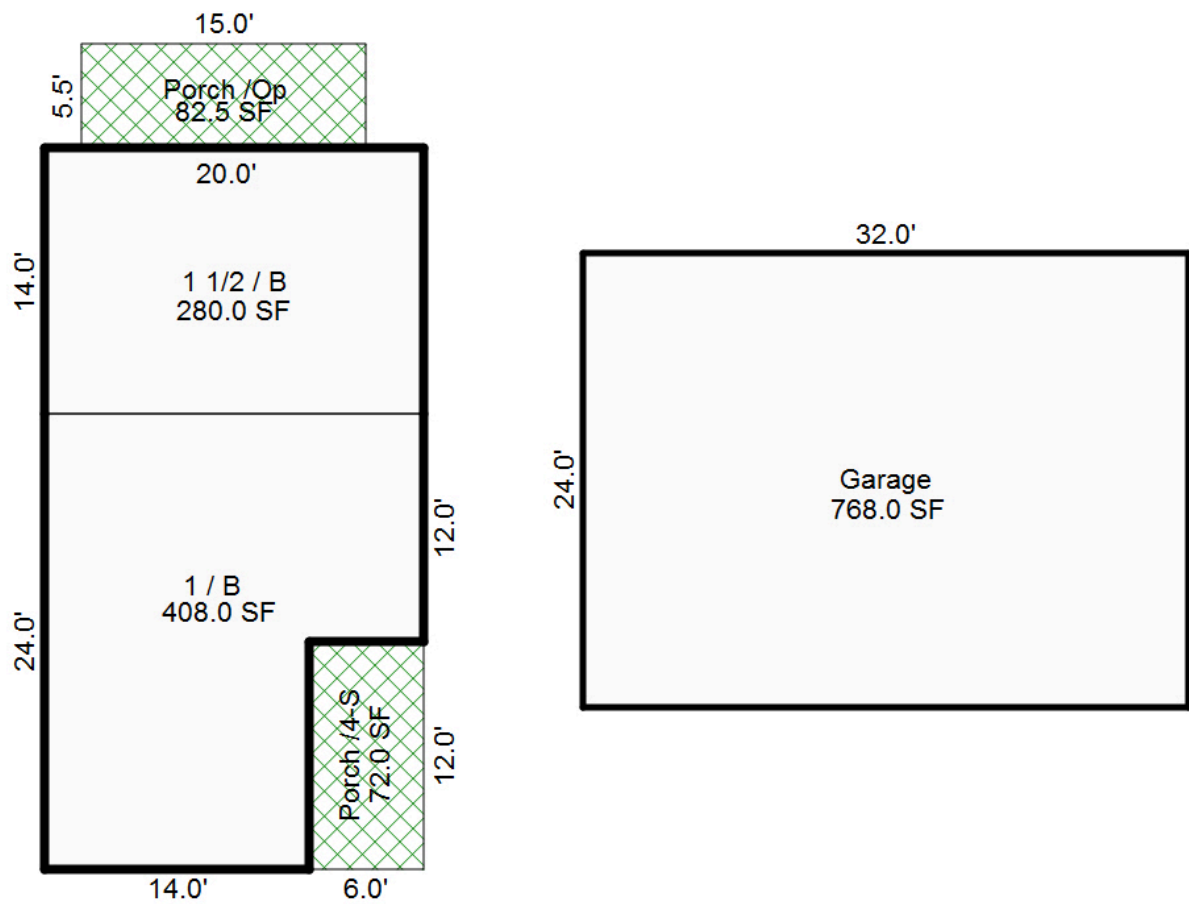
Legal Description
Sect - 24 Twp - 127 Range - 40
6.94 AC OF NW4SE4 (POB IS 2970'
E OF SW
COR OF N2SW4) AC 6.94

Property ClassificationProperty AddressLake #

RESIDENTIAL/SINGLE UNIT17921 CO RD 96 SW56343

Print Appraisal Info

Estimated Market Value	94,300	Primary House Summary		AVERAGE
Exempt Wetlands/Native Prairie		Condition		1 / B
Green Acres Value Def		Type		
Rural Pres Value Deferred		# of Units		
Plat Deferment		Total Sq Ft		688
JOBZ Amount Exempted		Year Built		1890
This Old House Exclusion		Year Remodel		
Dis Vets Mkt Value Excl		Air Cond		Y
Homestead Mkt Value Excl	37,720	Lot 1		0x0
Taxable Market Value	56,580	Lot 2		0x0
New Improvements incl. in Est Mkt		Total Lot Sq Feet		0
Referendum Market Val	94,300			
Year Built	Item	Type	Quantity/SF	
	WOODS2	WOODS	2.52	
	ROADS	ROADS	0.42	
	BS4	1 ACRE BLD	1.00	
	BBS4	BALANCE SI	3.00	
1890	HOUSE	1 / B	408.00	
1890	HOUSE	1 1/2 / B	280.00	
	PORCH	PORCH /OP	82.00	
	PORCH	PORCH /4-S	72.00	
1961	GARAGE	GARAGE	768.00	
1968	APRON	CONC APRON	480.00	
Totals				
Land	53,200	Building	41,100	Total 94,300



Sketch by Apex Sketch

[Another Search](#) | [Back to ParcelList](#)

As of : 4/5/2024

Parcel Number: 54-0223-000
Payable Year: 2025 Rec# 1 of 1

General Information

Value Information

Special Asmts

Ditch

Sales

History

Appraisal Summary

Current Year Value Notice

Previous Year Value Notice

Current Year TNT

Taxpayer/Owner Information

Taxpayer #34360
HJELM/JAMES
17921 CO RD 96 SW
KENSINGTON MN 56343

General

MP #54-0223-000 Re/Mh: REAL ESTATE
Twp/City School
54 2342
Twp/City 54 - SOLEM TWP
School Dist 2342 - WEST CENTRAL AREA SCHOOLS

Description

Sect	Twp	Range	Lot	Block
24	127	40	0	0

6.94 AC OF NW4SE4 (POB IS 2970' E OF SW
COR OF N2SW4) AC 6.94

Property Address

17921 CO RD 96 SW 56343

Escrow

0

Deeded Acres: 6.94

Another Search | Back to ParcelList |

DOUGLAS COUNTY ASSESSOR
305 8TH AVE WEST
ALEXANDRIA MN 56308
PHONE: (320)762-3884
WWW.DOUGLASCOUNTYMN.GOV

VALUATION NOTICE

2024 Values for Taxes Payable In 2025

Property tax notices are delivered on the following schedule:

Valuation and Classification Notice

Step

1

Classification:	RES HSTD
Estimated Market Value:	94,300
Homestead Exclusion:	37,720
Taxable Market Value:	56,580

Step

2

Proposed Taxes Notice

2025 Proposed Tax: Coming November 2024

Step

3

Property Tax Statement

1st Half Taxes:
2nd Half Taxes: Coming March 2025
Total Taxes Due in 2025:

TAX PAYER(S):

34360

JAMES HJELM
17921 CO RD 96 SW
KENSINGTON, MN 56343

Property Information (legal description and/or property address).

SECT-24 TWP-127 RANG-40
6.94 AC OF NW4SE4 (POB IS 2970' E OF SW
COR OF N2SW4) AC 6.94

54-0223-000 SOLEM TWP 17921 CO RD 96 SW

Property Classification	Assessment Year 2023 (For Taxes Payable in 2024)	Assessment Year 2024 (For Taxes Payable in 2025)
	AGRI HSTD	RES HSTD
If this box is checked, your classification has changed from last year's assessment. <input checked="" type="checkbox"/>		
Estimated Market Value (EMV)	84,400	94,300
Wetland/Native Prairie Exemption		
Green Acres Value Deferral		
Rural Preserve Value Deferral		
Platted Vacant Land Deferral		
Disabled Veterans Exclusion		
Homestead Market Value Exclusion	25,400	37,720
Taxable Market Value (TMV)	59,000	56,580
The following values (if any) are reflected in your estimated and taxable market values: New or Omitted Improvement Value		

How to Respond

If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meetings.

If the property information is not correct, you disagree with the values, or have other questions about this notice, **please contact your assessor first to discuss any questions or concerns.** Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available.

Please read the back of this notice for important information about the formal appeal process.

You cannot appeal to the County Board of Appeal and Equalization unless you previously appealed to the Local Board of Appeal or Open Book meeting.

The following meetings are available to discuss or appeal your value and classification:

Local Board of Appeal and Equalization/Open Book	County Board of Appeal and Equalization Meeting
MONDAY APRIL 15, 2024 BEGINNING 1:00 PM AT THE RUNESTONE PARK VISITOR'S CENTER - BY APPOINTMENT ONLY	*You cannot appeal to the County Board of Appeal and Equalization unless you previously appealed to the Local Board of Appeal or Open Book meeting CALL NO LATER THAN JUNE 11, 2024 FOR AN APPOINTMENT (320)762-3884

ALL APPEALS ARE BY APPOINTMENT ONLY - CALL PRIOR TO DATE OF MEETING FOR AN APPOINTMENT



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

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

1. Date 4-5-2024

2. Page 1 of _____ pages: RECORDS AND

3. REPORTS, IF ANY, ARE ATTACHED AND MADE A

4. PART OF THIS DISCLOSURE

5. Property located at 17921 CR 96 SW

6. City of Kensington, County of Douglas

7. State of Minnesota, Zip Code 56343 ("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 _____

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. _____

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. _____

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 _____
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
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 103I.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,
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.**

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

88. Page 3

89. Property located at _____.

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. _____

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. _____

126. _____

127. _____

128. **F. CHRONIC WASTING DISEASE IN CERVIDAE** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)

129. Has Chronic Wasting Disease been detected on the Property?

☐ YES ☐ NO

130. If Yes, see Disclosure Statement: Chronic Wasting Disease.

------(Check one.)-----

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

131. Page 4

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

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**
175. Page 5

176. Property located at _____

177. K. SELLER'S STATEMENT:

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

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

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

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

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

197. *Jama Hjern* *4-5-24* _____
(Seller) (Date) (Seller) (Date)

198. L. BUYER'S ACKNOWLEDGEMENT:

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

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

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

206. _____
(Buyer) (Date) (Buyer) (Date)

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

MN:DS:SDA-5 (8/23)



Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless and odorless gas that comes from the soil. The gas can accumulate in the home. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

1. **whether a radon test or tests have occurred on the property**
2. **the most current records and reports pertaining to radon concentrations within the dwelling**
3. **a description of any radon levels, mitigation, or remediation**
4. **information on the radon mitigation system, if a system was installed**
5. **a radon warning statement**

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in nonsmokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk. A home's radon levels may change in the future, so test every 2–5 years, or sooner if there is major remodeling or changes to the foundation, heating, cooling, or ventilation.

Radon Warning Statement

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

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

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Closed-house conditions include keeping all windows and doors closed, except for normal entry and exit, and temperature set to 65 – 80 °F. For a full list of closed-house conditions please visit mn.gov/radon/notice.

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

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

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished. If other foundations are present, such as a crawl space or slab on grade, also test the rooms above these foundations.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Because these tests are time-sensitive there are two testing options. For both tests, test for a minimum of 2 days.

Continuous Radon Monitor (CRM)

MDH recommends CRMs in real estate testing. CRMs are calibrated, provide more data, and may detect tampering. The average of the results are used to make a decision to mitigate.

Simultaneous Short-Term Testing

Two short-term test kits are placed side by side, 4" – 8" apart. The results of the two tests are averaged and used to make a decision to mitigate.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,500 to \$3,000.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

All radon testing and mitigation should be conducted by licensed radon professionals. Radon service providers, such as home inspectors, must be licensed. A list of these licensed radon professionals can be found at MDH's radon web site. MDH conducts free inspections, upon request, of recently installed radon mitigation systems, to check that they meet requirements.

More Radon Information

www.mn.gov/radon

Last Updated 4/2023

MDH Indoor Air Unit

PO Box 64975
St Paul, MN 55164-0975

Contact Information

651-201-4601
800-798-9050
health.indoorair@state.mn.us



DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

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1. Date 4-5-2024
2. Page 1 of _____ pages:
3. THE REQUIRED MAP IS ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at 17921 96CR SW
6. City of Kensington, County of Douglas
7. State of Minnesota, Zip Code 56343, legally described as follows or on attached sheet:

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

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

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

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

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

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

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

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

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

34. ☒ Septic Tank: ☒ with drain field ☐ with mound system ☐ seepage tank ☐ with open end

35. Is this system a straight-pipe system? ☒ Yes ☐ No ☐ Unknown

36. ☐ Sealed System (holding tank)

37. ☐ Other (Describe.): _____

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

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

41. If "No," please explain: _____

42. _____

43. Comments: _____

44. _____

DISCLOSURE STATEMENT: SUBSURFACE
SEWAGE TREATMENT SYSTEM

45. Page 2

46. Property located at _____
47. Is the subsurface sewage treatment system(s) a shared system? ☐ Yes ☒ No
48. If "Yes,"
49. (1) How many properties or residences does the subsurface sewage treatment system serve?
50. _____
51. (2) Is there a maintenance agreement for the shared subsurface sewage treatment system? ☐ Yes ☐ No
52. If "Yes," what is the annual maintenance fee? \$ _____
53. **NOTE: If any water use appliance, bedroom, or bathroom has been added to the Property, the system may**
54. **no longer comply with applicable sewage treatment system laws and rules.**
55. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
56. compliance status of the subsurface sewage treatment system. _____
57. _____
58. _____
59. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.
60. When was the subsurface sewage treatment system installed? UNKNOWN 90's?
61. Installer Name/Phone _____
62. Where is tank located? West Side of House
63. What is tank size? 1000 gallon
64. When was tank last pumped? 2023 + 2024 for Septic Compliance
65. How often is tank pumped? 2 years
66. Where is the drain field located? West of septic Tank
67. What is the drain field size? 10
68. Describe work performed to the subsurface sewage treatment system since you have owned the Property.
69. _____
70. _____
71. Date work performed/by whom: _____
72. _____
73. Approximate number of:
74. people using the subsurface sewage treatment system 2
75. showers/baths taken per week 14
76. wash loads per week 6
77. **NOTE: Changes in the number of people using the subsurface sewage treatment system or volume of water**
78. **used may affect the subsurface sewage treatment system performance.**
79. Distance between well and subsurface sewage treatment system? 250'
80. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?
81. (If "Yes," see attached notice.) ☐ Yes ☒ No
82. Are there any known defects in the subsurface sewage treatment system? ☐ Yes ☒ No
83. If "Yes," please explain: _____
84. _____
85. _____

**DISCLOSURE STATEMENT: SUBSURFACE
SEWAGE TREATMENT SYSTEM**

86. Page 3

87. Property located at _____
88. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*
89. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or
90. assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in
91. connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to a
92. real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
93. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
94. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
95. buyer, the real estate licensee must provide a copy to the prospective buyer.
96. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here**
97. **(new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or**
98. **enjoyment of the Property or any intended use of the Property that occur up to the time of closing. To disclose**
99. **new or changed facts, please use the Amendment to Disclosure Statement form.**

100. James Hjelm 4-5-24 _____
(Seller) (Date) (Seller) (Date)

101. **BUYER'S ACKNOWLEDGEMENT:** *(To be signed at time of purchase agreement.)*
102. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Subsurface Sewage Treatment*
103. *System and Disclosure Statement: Location Map* and agree that no representations regarding facts have been made
104. other than those made above.

105. _____
(Buyer) (Date) (Buyer) (Date)

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

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



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

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1. Date 4-5-2024
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. 17921 96 CR SW Kensington MN 56343

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 _____
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. James Hjelm 4-5-2024 _____
(Seller) (Date) (Buyer) (Date)
59. _____
(Seller) (Date) (Buyer) (Date)
60. Caron Olson 4-5-2024 _____
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)



DISCLOSURE STATEMENT: WELL

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1. Date 4-5-2024
2. Page 1 of _____ pages: THE REQUIRED MAP
3. IS ATTACHED HERE AND MADE A PART OF THIS
4. DISCLOSURE

5. Minnesota Statute 1031.235 requires that, before signing an agreement to sell or transfer real property, Seller must
6. disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement
7. is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property,
8. or a disclosure statement indicating the legal description and county, and a map showing the location of each well.
9. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

10. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose
11. the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known
12. status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection
13. of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real
14. property where the well is located.

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

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

20. **PROPERTY DESCRIPTION:** Street Address: 17921 CR 96 SW

21. City of Kensington, County of Douglas

22. State of Minnesota, Zip Code 56343

23. **LEGAL DESCRIPTION:** _____

24. _____

25. _____ ("Property").

26. **WELL DISCLOSURE STATEMENT:** (Check appropriate boxes.)

27. Seller certifies that the following wells are located on the above-described real Property.

28.	MN Unique	Well	Year of	Well	IN USE	NOT IN	SHARED	SEALED
29.	Well No.	Depth	Const.	Type		USE		
30.	Well 1	<u>836596</u>	<u>175</u>	<u>2020</u>	<u>Casing</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Well 2	<u>X</u>				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32.	Well 3					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

34. If "Yes," please explain: _____

35. _____

36. **NOTE:** See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 87-97. If a well is not in use, it
37. must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from
38. the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not
39. transferable. If a well is operable and properly maintained, a maintenance permit is not required.

40. If the well is, "Shared":

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

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

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

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

DISCLOSURE STATEMENT: WELL

45. Page 2

46. Property located at _____

47. **OTHER WELL INFORMATION:**

48. Date well water last tested for contaminants: 2020 Test results attached? ☒ Yes ☐ No

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

50. Comments: _____

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? 2020

59. Who sealed the well? Darin Weisel Well Service

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

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
67. constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater.

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
71. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number
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
78. large-diameter wells connected to a large pressure distribution system.

79. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is
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.

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

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

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

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

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

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

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

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

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

112. Jane Hjelm 4-5-24 _____
(Seller) (Date) (Seller) (Date)

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

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

116. _____
(Buyer) (Date) (Buyer) (Date)

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

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

836596

County Douglas
 Quad Kensington
 Quad ID 181C

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING REPORT
Minnesota Statutes Chapter 1031

Entry Date 06/22/2020
 Update Date 06/22/2020
 Received Date 06/11/2020

Well Name HJELM, JAMES	Township 127	Range 40	Dir Section W 24	Subsection DBCDAB	Well Depth 175 ft.	Depth Completed 173 ft.	Date Well Completed 06/05/2020																									
Elevation 1398	Elev. Method LiDAR 1m DEM (MNDNR)				Drill Method Non-specified Rotary	Drill Fluid Qwik gel																										
Address C/W 17921 96 CR SW KENSINGTON MN 56343					Use domestic	Status Active																										
Stratigraphy Information <table border="1"> <thead> <tr> <th>Geological Material</th> <th>From</th> <th>To (ft.)</th> <th>Color</th> <th>Hardness</th> </tr> </thead> <tbody> <tr> <td>CLAY</td> <td>0</td> <td>37</td> <td>BROWN</td> <td>MEDIUM</td> </tr> <tr> <td>CLAY</td> <td>37</td> <td>105</td> <td>GRAY</td> <td>MEDIUM</td> </tr> <tr> <td>SAND-SANDY CLAY-NICE SAND</td> <td>105</td> <td>155</td> <td></td> <td>SOFT</td> </tr> <tr> <td></td> <td>155</td> <td>175</td> <td>GRAY</td> <td>SOFT</td> </tr> </tbody> </table>					Geological Material	From	To (ft.)	Color	Hardness	CLAY	0	37	BROWN	MEDIUM	CLAY	37	105	GRAY	MEDIUM	SAND-SANDY CLAY-NICE SAND	105	155		SOFT		155	175	GRAY	SOFT	Well Hydrofractured? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> From To		
					Geological Material	From	To (ft.)	Color	Hardness																							
					CLAY	0	37	BROWN	MEDIUM																							
					CLAY	37	105	GRAY	MEDIUM																							
					SAND-SANDY CLAY-NICE SAND	105	155		SOFT																							
						155	175	GRAY	SOFT																							
					Casing Type Single casing Joint																											
					Drive Shoe? Yes <input type="checkbox"/> No <input type="checkbox"/> Above/Below																											
					Casing Diameter 4 in. To 168 ft. lbs./ft.																											
					Weight lbs./ft.																											
Hole Diameter 8 in. To 175 ft.																																
Open Hole From ft. To ft.																																
Screen? <input checked="" type="checkbox"/> Type telescoping Make JOHNSON																																
Diameter 4 in. Slot/Gauze 15 Length 5 ft. Set 168 ft. 173 ft.																																
Static Water Level 79 ft. land surface Measure 06/05/2020																																
Pumping Level (below land surface) 170 ft. 0.5 hrs. Pumping at 100 g.p.m.																																
Wellhead Completion Pitless adapter manufacturer Model BULLDOG <input type="checkbox"/> Casing Protection <input type="checkbox"/> 12 in. above grade <input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)																																
Grouting Information Well Grouted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Specified <table border="1"> <thead> <tr> <th>Material</th> <th>Amount</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>cuttings</td> <td></td> <td>50 ft.</td> <td>160 ft.</td> </tr> <tr> <td>pearock</td> <td></td> <td>160 ft.</td> <td>173 ft.</td> </tr> <tr> <td>bentonite</td> <td></td> <td>ft. 50</td> <td>ft.</td> </tr> </tbody> </table>					Material	Amount	From	To	cuttings		50 ft.	160 ft.	pearock		160 ft.	173 ft.	bentonite		ft. 50	ft.												
Material	Amount	From	To																													
cuttings		50 ft.	160 ft.																													
pearock		160 ft.	173 ft.																													
bentonite		ft. 50	ft.																													
Nearest Known Source of Contamination 150 feet West Direction Sewer Type Well disinfected upon completion? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																
Pump <input type="checkbox"/> Not Installed Date Installed 05/28/2020 Manufacturer's name Model Number HP 0.5 Volt 230 Length of drop pipe ft Capacity g.p. Typ Submersible																																
Abandoned Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																
Variance Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																
Miscellaneous First Bedrock Aquifer Quat. buried Last Strat sand-gray Depth to Bedrock ft Located by Minnesota Geological Survey Locate Method Digitization (Screen) - Map (1:24,000) (15 meters or System UTM - NAD83, Zone 15, Meters X 294633 Y 5074428 Unique Number Verification Address verification Input Date 06/22/2020																																
Angled Drill Hole																																
Well Contractor Darin Weisel Well Service 1359 SEE REMARKS Licensee Business Lic. or Reg. No. Name of Driller																																
Remarks DRILLERS-OWEN, JOSH, DARIN																																



Minnesota Well Index

General Information

Unique Well ID:	836596	Well Name:	HJELM, JAMES	County:	Douglas	Aquifer:	Quat. buried artes. aquifer
Well Elevation (msl in feet):	1398	Drilled Depth (ft):	175	Well Completed (ft):	173	Date Drilled:	06/05/2020
Township:	127	Range:	40	Dir:	W	Section:	24
Subsection:	DBCDA B	Use:	domestic	Well Status:	Active	Depth To Bedrock:	
Driller:	Darin Weisel Well Service	Entry Date:	06/22/2020	Update Date:	06/22/2020		

Related Resources:

[Go to MN Well Index Map](#)

[Well Log Report](#)

[Scanned Record\(s\)](#)

[Stratigraphy Report](#)

[More Details](#) [Stratigraphy](#) [Address](#) [Chemical Data](#) [Construction](#) [Pump Test](#)

[Static Water](#) [Comments](#) [Overview Map](#)

Chemical	Detect	Result	Collection Date
ARSENIC		25.7	2020/06/15
NITRATE	<	1	2020/06/15
ARSENIC		25.7	2020/06/15
NITRATE		1.0	2020/06/15

WELL OR BORING LOCATION

County Name

Douglas

Township Name

Solem

Township No

127

Range No

40

Section No

24

Fraction (sm → lg)

SE NWSE

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING CONSTRUCTION RECORD

Minnesota Statutes, chapter 1031

MINNESOTA UNIQUE WELL
AND BORING NO

836596

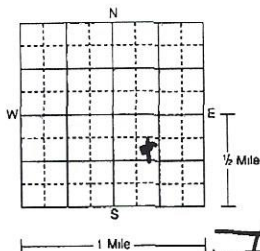
GPS LOCATION — decimal degrees (to four decimal places)

Latitude _____ Longitude _____

House Number, Street Name, City, and ZIP Code of Well Location

17921 Co Rd 96 SW Kensington MN 56343

Show exact location of well/boring in section grid with "X"

Sketch map of well/boring location
Showing property lines,
roads, buildings, and direction

Well



G

Co Rd 96

PROPERTY OWNER'S NAME/COMPANY NAME

James Hjelm

Property owner's mailing address if different than well location address indicated above

Same as above

WELL OWNER'S NAME/COMPANY NAME

Well/boring owner's mailing address if different than property owner's address indicated above

WELL/BORING DEPTH (completed)

173

DATE WORK COMPLETED

6-5-2020

DRILLING METHOD

- ☐ Cable Tool ☐ Driven ☐ Dual Rotary
☐ Auger ☒ Rotary ☐ Rotasonic
☐ Other

DRILLING FLUID

GG-WATER

WELL HYDROFRACTURED? ☐ Yes ☒ No

From _____ ft To _____ ft

USE

- ☒ Domestic ☐ Monitoring ☐ Heating/Cooling
☐ Noncommunity PWS ☐ Environ Bore Hole ☐ Industry/Commercial
☐ Community PWS ☐ Irrigation ☐ Remedial
☐ Elevator ☐ Dewatering ☐

CASING MATERIAL

- ☐ Steel ☐ Drive Shoes? ☐ Yes ☐ No
☒ Plastic ☐ Threaded ☐ Welded

HOLE DIAM

CASING Diameter

4 in To 0 ft 168 lbs/ft SDR 21 8 in To 175 ft

in To _____ ft _____ lbs/ft _____

in To _____ ft _____ lbs/ft _____

SCREEN

Make Johnson

OPEN HOLE

From _____ ft To _____ ft

Type stainless

Diam 4" Tele

Slot/Gauze 15 slot

Length 5' FT

Set between 168 ft and 173 ft

FITTINGS

STATIC WATER LEVEL

_____ ft ☒ Below ☐ Above land surface

Date measured 79'

Dry hole ☐ Yes ☐ No

PUMPING LEVEL (below land surface)

170 ft after 1/2 hrs pumping 100 g p m

WELLHEAD COMPLETION

- ☒ Pitless/adaptor manufacturer _____ Model Bulldog
☐ Casing protection ☐ 12 in. above grade
☐ At-grade ☐ Well House ☐ Hand Pump

GROUT INFORMATION (specify bentonite, cement-sand, neat-cement, concrete, cuttings, or other)

Material Bentonite From 0 To 50 ft ☐ Yds ☐ BagsMaterial Cuttings From 50 To 160 ft ☐ Yds ☐ BagsMaterial G. Pack From 160 To 173 ft ☐ Yds ☐ Bags

Driven casing seal From _____ To _____ Bags

One bag = 94 lbs cement or 50 lbs bentonite

GEOLOGICAL MATERIALS

COLOR

HARDNESS OF MATERIAL

FROM

TO

CLAY

Brown

m

0

37

CLAY

Blue

m

37

105

Sand-Sandy

Grey

S

105

155

clay-clay

S

S

155

175

Sand-nice

Grey

S

155

175

NEAREST KNOWN SOURCE OF CONTAMINATION

Well is 150 feet west direction from sewer type

Well disinfected upon completion? ☒ Yes ☐ No

PUMP

☐ Not installed Date installed 5-28-20

Manufacturer's name

Model Number _____ HP 1/2 Volts 230

Length of drop pipe _____ ft Capacity _____ g p m

Type ☒ Submersible ☐ L S Turbine ☐ Reciprocating ☐ Jet ☐

ABANDONED WELLS

Does property have any not in use and not sealed well(s)? ☐ Yes ☒ No

VARIANCE

Was a variance granted from the MDH for this well? ☐ Yes ☒ No TN#

WELL CONTRACTOR CERTIFICATION

This well was drilled under my supervision and in accordance with Minnesota Rules, chapter 4725

The information contained in this report is true to the best of my knowledge

Darin Weisel Well Inc 1359

Licensee Business Name Lic or Reg No

Darin Weisel 706 6-5-20

Certified Representative Signature

Certified Rep No

Date

Darin Weisel, Josh, Darin

Name of Driller

Use a second sheet, if needed

REMARKS, ELEVATION, SOURCE OF DATA, etc



MINN DEPT. OF HEALTH COPY

836596

DISCLOSURE STATEMENT: LOCATION MAP

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Page _____ of _____ pages

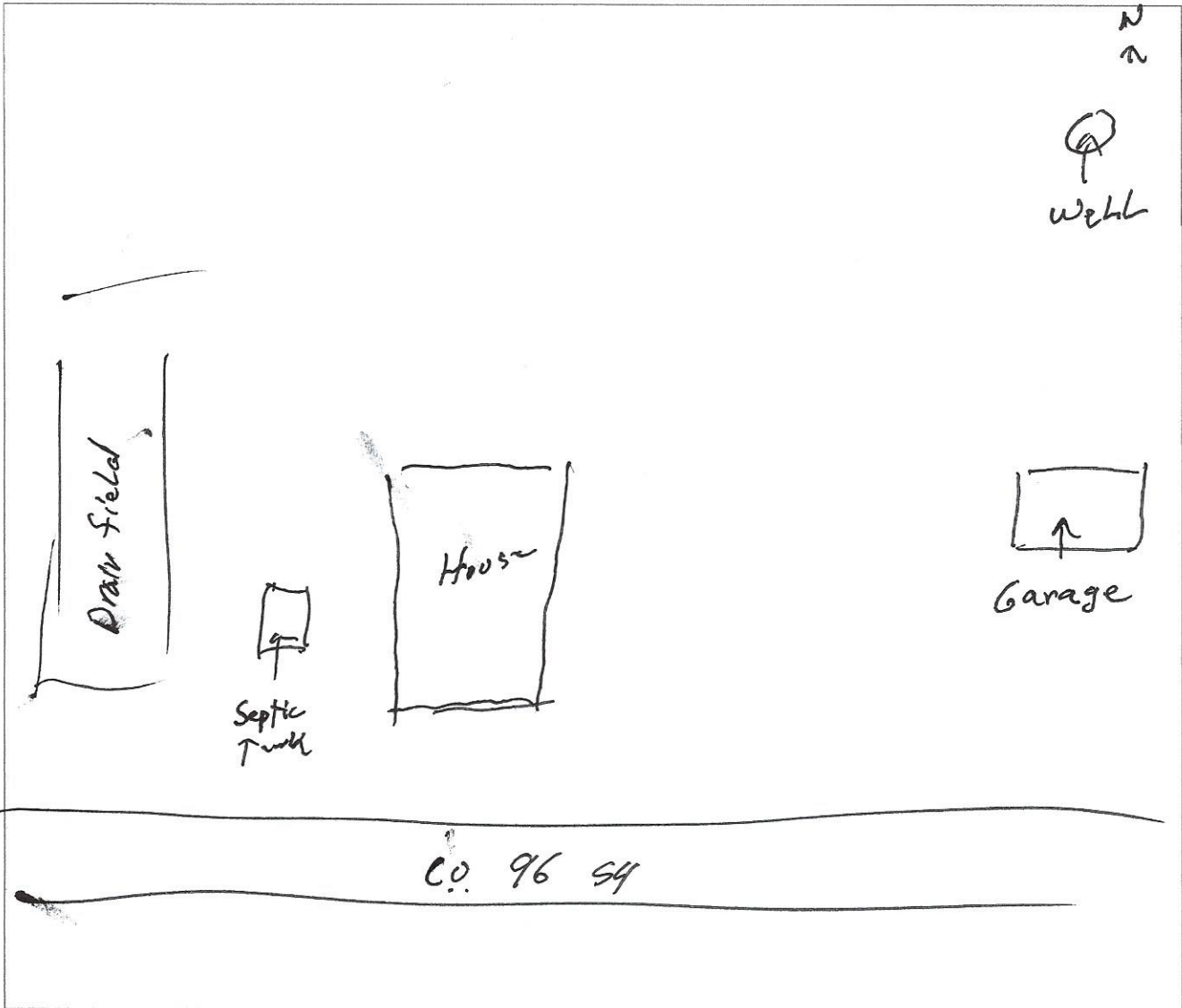
2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of any of the following on the property.

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 17921 CR 96 SW Kensington MN 56343

7.



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial:

GH
(Seller)

2-5-24
(Date)

(Buyer)

(Date)

10.

(Seller)

(Date)

(Buyer)

(Date)

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

MN-IM (8/21)



Parcel #2

33.26 Acres

5.36 CRP Acres until October 2025.

PID# 54-0223-3000



United States
Department of
Agriculture

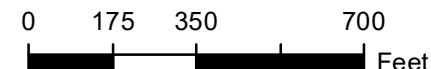
Douglas County, Minnesota

Farm 10192

Tract 11999

2024 Program Year

Map Created March 26, 2024



Unless otherwise noted:
Shares are 100% operator
Crops are non-irrigated
Corn = yellow for grain
Soybeans = common soybeans for grain
Wheat = HRS, HRW = Grain
Sunflower = Oil, Non-Oil = Grain
Oats and Barley = Spring for grain
Rye = for grain
Peas = process
Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
Beans = Dry Edible
NAG = for GZ
Canola = Spring for seed

Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

Wetland Determination Identifiers

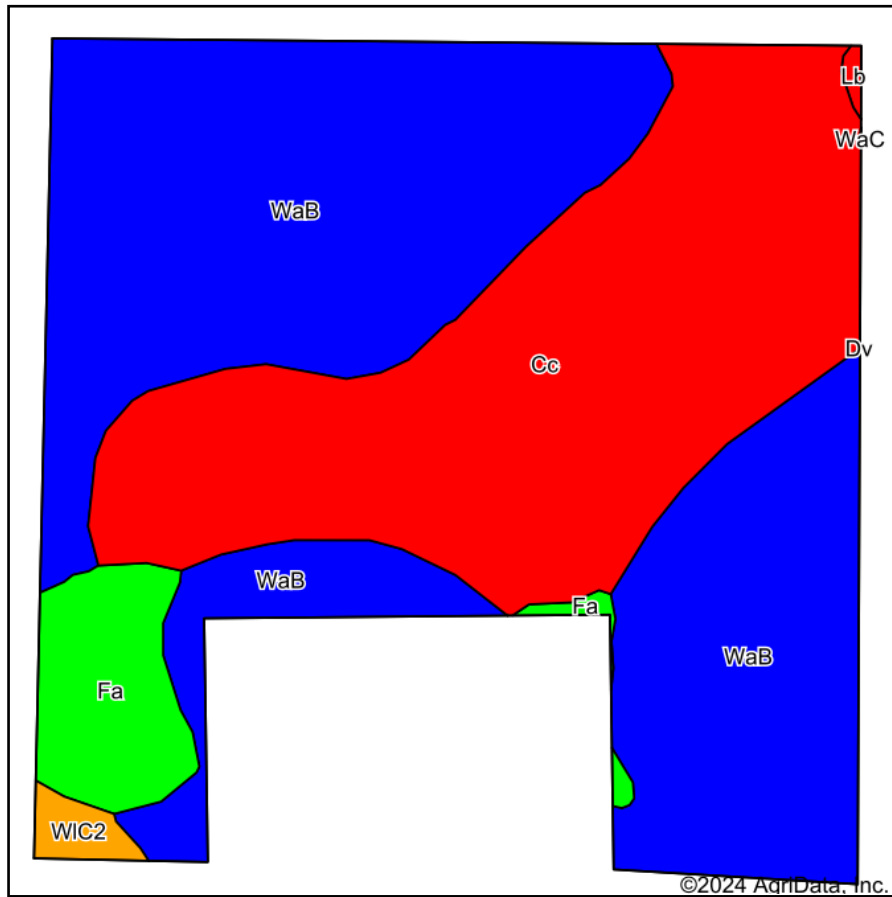
- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 5.36 acres

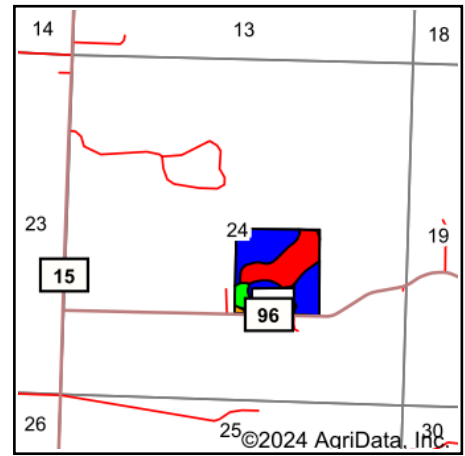


United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2021 NAIP imagery.

Soils Map



Soils data provided by USDA and NRCS.



State: **Minnesota**
 County: **Douglas**
 Location: **24-127N-40W**
 Township: **Solem**
 Acres: **33.26**
 Date: **4/5/2024**



Maps Provided By:



Area Symbol: MN041, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
WaB	Waukon loam, 2 to 6 percent slopes	18.40	55.3%		Ile	89
Cc	Cathro muck, occasionally ponded, 0 to 1 percent slopes	12.46	37.5%		VIw	5
Fa	Lakepark-Parnell, occasionally ponded, complex, 0 to 2 percent slopes	2.02	6.1%		IIw	92
WIC2	Waukon, moderately eroded-Langhei complex, 6 to 12 percent slopes	0.32	1.0%		IIIe	73
Lb	Lake beaches, loamy	0.06	0.2%			5
Weighted Average					*-	57.4

*c: Using Capabilities Class Dominant Condition Aggregation Method

*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

MINNESOTA
DOUGLAS



United States Department of Agriculture
Farm Service Agency

FARM : 10192

Prepared : 4/5/24 12:27 PM CST

Form: FSA-156EZ

Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : JAMES HJELM
CRP Contract Number(s) : 11044A
Recon ID : 27-041-2024-25
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
38.87	5.36	5.36	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	0.00		0.00		5.36	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	0.00	3.03	0	
Soybeans	0.00	2.33	0	
TOTAL	0.00	5.36		

NOTES

Tract Number : 11999

Description : SW4NE4 (24) Solem
FSA Physical Location : MINNESOTA/DOUGLAS
ANSI Physical Location : MINNESOTA/DOUGLAS
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JAMES HJELM
Other Producers : None
Recon ID : 27-041-2024-24

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
38.87	5.36	5.36	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 11999 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	5.36	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	0.00	3.03	0
Soybeans	0.00	2.33	0
TOTAL	0.00	5.36	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

As of : **4/5/2024**Parcel Number: **54-0223-300**Payable Year: **2025 Rec# 1 of 1**[General Information](#) | [Value Information](#) | [Special Asmts](#) | [Ditch](#) | [Sales](#) | | [History](#) | | [Appraisal Summary](#)

The 2024 assessment reflects the property value as of January 2nd, 2024 using sales that occurred between October 2022 and September 2023. Buildings built prior to January 2nd, 2024 or buildings which were partially complete as of January 2nd, 2024 are included here. Any buildings built after January 2nd, 2024 will be included on the January 2nd, 2025 assessment.

Appraisal Summary

Parcel Number	54-0223-300	SOLEM TWP	WEST CENTRAL AREA SCHOOLS 2342
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Primary Taxpayer

HJELM/JAMES
17921 CO RD 96 SW
KENSINGTON MN
56343

Legal Description

Sect - 24 Twp - 127 Range - 40
NW4SE4 EX 6.94 AC. AC 33.06

Property Classification

RURAL VACANT LAND

Property Address**Lake #**[Print Appraisal Info](#)

Estimated Market Value
Exempt Wetlands/Native Prairie
Green Acres Value Def
Rural Pres Value Deferred
Plat Deferment
JOBZ Amount Exempted
This Old House Exclusion
Dis Vets Mkt Value Excl
Homestead Mkt Value Excl
Taxable Market Value
New Improvements incl. in Est Mkt
Referendum Market Val

91,900

Primary House Summary

Condition	
Type	
# of Units	
Total Sq Ft	0
Year Built	
Year Remodel	
Air Cond	N
Lot 1	0x0
Lot 2	0x0
Total Lot Sq Feet	0

91,900

Year Built**Item****Type****Quantity/SF**

CRPM25	TILLABLE	4.50
ROADS	ROADS	1.00
WOODS2	WOODS	12.00
MEAD2	MEADOW	4.56
WASTE	WASTE	11.00

Totals

Land	91,900	Building	0	Total	91,900
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[Another Search](#) | [Back to ParcelList](#)

As of : 4/5/2024

Parcel Number: 54-0223-300
Payable Year: 2025 Rec# 1 of 1

General Information

Value Information

Special Asmts

Ditch

Sales

History

Appraisal Summary

Current Year Value Notice

Previous Year Value Notice

Current Year TNT

Taxpayer/Owner Information

Taxpayer #34360
HJELM/JAMES
17921 CO RD 96 SW
KENSINGTON MN 56343

General

MP #54-0223-000 Re/Mh: REAL ESTATE
Twp/City School
54 2342
Twp/City 54 - SOLEM TWP
School Dist 2342 - WEST CENTRAL AREA SCHOOLS

Description

Sect	Twp	Range	Lot	Block
24	127	40	0	0

NW4SE4 EX 6.94 AC. AC 33.06

Property Address

Escrow

0

Deeded Acres: 33.06

Another Search | Back to ParcelList |

DOUGLAS COUNTY ASSESSOR
305 8TH AVE WEST
ALEXANDRIA MN 56308
PHONE: (320)762-3884
WWW.DOUGLASCOUNTYMN.GOV

VALUATION NOTICE

2024 Values for Taxes Payable In 2025

Property tax notices are delivered on the following schedule:

Valuation and Classification Notice

Step

1

Classification: RUVC NON-HSTD
Estimated Market Value: 91,900
Homestead Exclusion:
Taxable Market Value: 91,900

Step

2

Proposed Taxes Notice

2025 Proposed Tax: Coming November 2024

Step

3

Property Tax Statement

1st Half Taxes:
2nd Half Taxes: Coming March 2025
Total Taxes Due in 2025:

TAX PAYER(S):

34360

JAMES HJELM
17921 CO RD 96 SW
KENSINGTON, MN 56343

Property Information (legal description and/or property address).

SECT-24 TWP-127 RANG-40
NW4SE4 EX 6.94 AC. AC 33.06

54-0223-300 SOLEM TWP

Property Classification	Assessment Year 2023 (For Taxes Payable in 2024)	Assessment Year 2024 (For Taxes Payable in 2025)
	AGRI HSTD RUVC HSTD	RUVC NON-HSTD
If this box is checked, your classification has changed from last year's assessment. <input checked="" type="checkbox"/>		
Estimated Market Value (EMV)	80,200	91,900
Wetland/Native Prairie Exemption		
Green Acres Value Deferral		
Rural Preserve Value Deferral		
Platted Vacant Land Deferral		
Disabled Veterans Exclusion		
Homestead Market Value Exclusion		
Taxable Market Value (TMV)	80,200	91,900
The following values (if any) are reflected in your estimated and taxable market values:		
New or Omitted Improvement Value		

How to Respond

If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meetings.

If the property information is not correct, you disagree with the values, or have other questions about this notice, **please contact your assessor first to discuss any questions or concerns.** Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available.

Please read the back of this notice for important information about the formal appeal process.

You cannot appeal to the County Board of Appeal and Equalization unless you previously appealed to the Local Board of Appeal or Open Book meeting.

The following meetings are available to discuss or appeal your value and classification:

Local Board of Appeal and Equalization/Open Book	County Board of Appeal and Equalization Meeting
MONDAY APRIL 15, 2024 BEGINNING 1:00 PM AT THE RUNESTONE PARK VISITOR'S CENTER - BY APPOINTMENT ONLY	*You cannot appeal to the County Board of Appeal and Equalization unless you previously appealed to the Local Board of Appeal or Open Book meeting CALL NO LATER THAN JUNE 11, 2024 FOR AN APPOINTMENT (320)762-3884

ALL APPEALS ARE BY APPOINTMENT ONLY - CALL PRIOR TO DATE OF MEETING FOR AN APPOINTMENT

CRP-1 (01-08-24)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 27 041	2. SIGN-UP NUMBER 47
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11044A	4. ACRES FOR ENROLLMENT 5.36 <i>1-69-2</i>
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) DOUGLAS COUNTY FARM SERVICE AGENCY 900 ROBERT ST NE-SUITE 101 ALEXANDRIA, MN56308-1380		6. TRACT NUMBER 11999	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2015 TO: (MM-DD-YYYY) 09-30-2025
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (320) 763-3191 x2		8. SIGNUP TYPE: Continuous <i>1-09-24</i>	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 141.11	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 756.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	11999	12	CP37	0.65	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)		11999	13	CP37	4.71	\$ 0.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) JAMES HJELM 17921 COUNTY ROAD 96 SW KENSINGTON, MN56343-8128	(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>James Hjelm</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) <i>1-09-24</i>
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>Ann Feldman, CEB for CCC</i>	B. DATE (MM-DD-YYYY) <i>1-17-2024</i>
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

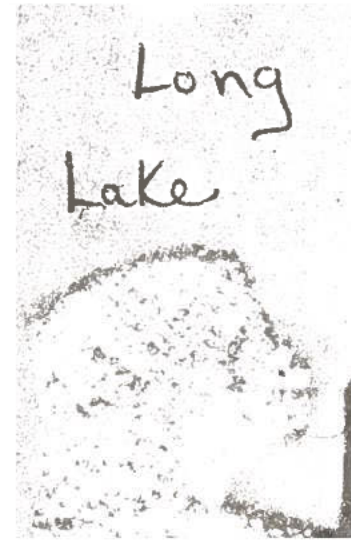
RECEIVED

JAN 03 2024

2024-01-03

Douglas Co. Not to scale

D-11



HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

2/9/88

3. County

Douglas

4. Name of USDA Agency or Person Requesting Determination

Fm HA on Junctions ASCS

5. Farm No. and Tract No. 2235-1634

T-2283 SOLEM (Sec 24)

SECTION I - HIGHLY ERODIBLE LAND

6. Is soil survey now available for making a highly erodible land determination?	Yes	No	Field No.(s)	Total Acres
	<input checked="" type="checkbox"/>			
7. Are there highly erodible soil map units on this farm?	<input checked="" type="checkbox"/>			
8. List highly erodible fields that, according to ASCS records, were used to produce an agricultural commodity in any crop year during 1981-1985.			none	
9. List highly erodible fields that have been or will be converted for the production of agricultural commodities and, according to ASCS records, were not used for this purpose in any crop year during 1981-1985; and were not enrolled in a USDA set-aside or diversion program.			none	
10. This Highly Erodible Land determination was completed in the: Office <input checked="" type="checkbox"/> Field <input type="checkbox"/>				

NOTE: If you have highly erodible cropland fields, you may need to have a conservation plan developed for these fields. For further information, contact your local office of the Soil Conservation Service.

SECTION II - WETLAND

11. Are there hydric soils on this farm?	Yes	No	Field No.(s)	Total Wetland Acres
	<input checked="" type="checkbox"/>			
List field numbers and acres, where appropriate, for the following EXEMPTED WETLANDS:				
12. Wetlands (W), including abandoned wetlands, or Farmed Wetlands (FW). Wetlands may be farmed under natural conditions. Farmed Wetlands may be farmed and maintained in the same manner as they were prior to December 23, 1985, as long as they are not abandoned.			1	7.0 estimate
13. Prior Converted Wetlands (PC) - The use, management, drainage, and alteration of prior converted wetlands (PC) are not subject to FSA unless the area reverts to wetland as a result of abandonment. You should inform SCS of any area to be used to produce an agricultural commodity that has not been cropped, managed, or maintained for 5 years or more.			none	
14. Artificial Wetlands (AW) - Artificial Wetlands includes irrigation induced wetlands. These Wetlands are not subject to FSA.			none	
15. Minimal Effect Wetlands (MW) - These wetlands are to be farmed according to the minimal effect agreement signed at the time the minimal effect determination was made.			none	
16. Converted Wetlands (CW) - In any year that an agricultural commodity is planted on these Converted Wetlands, you will be ineligible for USDA benefits. If you believe that the conversion was commenced before December 23, 1985, or that the conversion was caused by a third party, contact the ASCS office to request a commenced or third party determination.			none	

NON-EXEMPTED WETLANDS:

17. The planned alteration measures on wetlands in fields _____ are considered maintenance and are in compliance with FSA.

18. The planned alteration measures on wetlands in fields _____ are not considered to be maintenance and if installed will cause the area to become a Converted Wetland (CW). See Item 16 for information on CW.

19. This wetland determination was completed in the: Office ☒ Field ☐

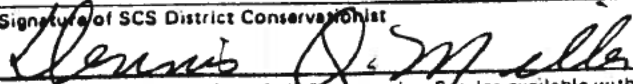
20. This determination was: Delivered ☐ Mailed ☒ To the Person on Date: 3/17/88

NOTE: If you do not agree with this determination, you may request a reconsideration from the person that signed this form in Block 22 below. The reconsideration is a prerequisite for any further appeal. The request for the reconsideration must be in writing and must state your reasons for the request. The request must be mailed or delivered within 15 days after this determination is mailed to or otherwise made available to you. Please see reverse side of the producer's copy of this form for more information on appeals procedure.

NOTE: If you intend to convert additional land to cropland, or alter any wetlands you must initiate another Form AD-1026 at the local office of ASCS. Abandonment is where land has not been cropped, managed, or maintained for 5 years or more. You should inform SCS if you plan to produce an agricultural commodity on abandoned wetlands.

21. Remarks

22. Signature of SCS District Conservationist



23. Date

3-16-88