

**DISCLOSURE STATEMENT:
METHAMPHETAMINE PRODUCTION**

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- 1. Date 11-30-21
- 2. Page 1 of _____ pages: THE MAP AND
- 3. CONTRACTOR'S VERIFICATION, IF ANY, ARE
- 4. ATTACHED HERETO AND MADE A PART HEREOF

5. Property located at 201 W Hwy 78 N

6. City of Otter Tail, County of Otter Tail,

7. State of Minnesota, Zip Code 56571, legally described as follows or on attached sheet:

8. _____

9. _____ ("Property").

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

12. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS**

13. **OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN**

14. **BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE / INSPECTION / DEFECTS.**

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

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

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

29. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

30. *(Check the appropriate boxes.)*

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

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

33. if there are currently, or have previously been, any orders issued on the Property by any governmental authority

34. ordering the remediation of a public health nuisance or by-products or degradates from the manufacture of

35. methamphetamine on the Property.

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

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38. Property located at 221 MN Hwy 78 N Olfertul, MN

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

42. (Check one.)

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


46. Other: (Explain.)

47. _____

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

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

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

60.  11/23/21 _____
(Seller) (Date) (Seller) (Date)

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

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

65. _____
(Buyer) (Date) (Buyer) (Date)

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

