

**METHAMPHETAMINE PRODUCTION
DISCLOSURE STATEMENT**

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- 1. Date _____
- 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 _____
6. in the City of _____, County of _____,
7. State of Minnesota, legally described as follows or on attached sheet (the "Property")
8. _____
9. _____

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

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

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

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

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

29. METHAMPHETAMINE PRODUCTION DISCLOSURE:

30. *(Check the appropriate box.)*

- 31. Seller is not aware of any methamphetamine production that has occurred on the Property.
- 32. Seller is aware that methamphetamine production has occurred on the Property.
- 33. A. If Seller is aware that methamphetamine production has occurred on the Property, Seller **IS** **IS NOT** aware
-----*(Check one.)*-----
34. if there are currently, or have previously been, any orders issued on the Property by any governmental authority
35. ordering the remediation of a public health nuisance or by-products or degradates from the manufacture of
36. methamphetamine on the Property.

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

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

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40. Property located at _____.

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

44. *(Check one.)*

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

48. Other *(explain)*: _____

49. _____

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

52. **SELLER'S STATEMENT:**

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

54. Seller(s) hereby states that the representations as stated above are true and accurate and authorizes any licensee(s)
55. representing or assisting any party(ies) in this transaction to provide a copy of this Statement to any person or entity
56. in connection with any actual or anticipated sale of the Property.

57. _____
(Seller) (Date) (Seller) (Date)

58. **BUYER'S ACKNOWLEDGEMENT:**

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

60. I/We, the Buyer(s) of the Property, acknowledge receipt of this Statement and agree that no representations regarding
61. methamphetamine production on the Property have been made other than those made above.

62. _____
(Buyer) (Date) (Buyer) (Date)

63. **SELLER'S ACKNOWLEDGEMENT:**

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

65. **AS OF THE DATE BELOW**, I/we, the Seller(s) of the Property, state that the representations stated above are the
66. same, **except for changes as indicated below.**

67. _____

68. _____

69. _____

70. _____

71. _____

72. _____

73. _____
(Seller) (Date) (Seller) (Date)

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