

SELLER'S DISCLOSURE ALTERNATIVES

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Date _____
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- 1. Property located at 1788 Tobi Lane
- 2. City Grand Forks State ND Zip 58201

- 3. **North Dakota State Law NDCC 47-10-02.1** requires that before the parties sign the final acceptance of the
- 4. purchase agreement for the sale, exchange, or purchase of the real property, the seller in a transaction shall
- 5. prepare and provide a **Seller's Property Disclosure Statement** or **Disclosure Alternatives** form to the
- 6. prospective buyer. The form must include all material facts the seller is aware could adversely and
- 7. significantly affect an ordinary buyer's use and enjoyment of the property or any intended use of the property.
- 8. The seller shall complete the written disclosure in good faith and based upon the best of the seller's knowledge
- 9. at the time of the disclosure. Seller must notify Buyer immediately in writing of any substantive changes
- 10. from any prior representations regarding the physical condition of the property. If any substantive changes are
- 11. discovered prior to closing, Buyer(s) shall have the option to: proceed, re-negotiate, or cancel this Purchase
- 12. Agreement in writing with both parties agreeing to immediately sign a **Cancellation of Purchase Agreement**
- 13. with refund of earnest money to the Buyer(s).

- 14. **ONLY use this form if one of the following options below applies. If none of the options below apply, then**
- 15. **you must complete the Seller's Property Disclosure Statement instead of this form.**

16. You **MUST** select one of the following options below that apply:

- 17. Pursuant to a court order;
- 18. Between government agencies;
- 19. By a mortgagor in default to a mortgagee;
- 20. Pursuant to a foreclosure sale;
- 21. By a mortgagee or a beneficiary of a deed of trust who acquired the real property by a:
 - 22. Foreclosure;
 - 23. Deed in lieu of foreclosure; or
 - 24. Collateral assignment of beneficial interest;
- 25. By a fiduciary administering a decedent's estate, guardianship, conservatorship, or trust;
- 26. Between co-owners of the real property;
- 27. To a spouse, child, parent, sibling, grandchild, or grandparent; or
- 28. If the real property is newly constructed residential real property with no previous occupancy.

INITIAL(S): BUYER _____ DATE _____ BUYER _____ DATE _____

Property located at _____

29. (MUST SELECT ONLY ONE OF THE FOLLOWING OPTIONS.)

30. Seller may provide to prospective Buyer a written report from a qualified third-party inspector that
31. discloses material facts, latent defects, general condition, environmental issues, structural
32. systems, mechanical issues relating to the real property that has been prepared by a qualified home
33. inspector. The inspection report was prepared by _____
34. and dated _____, 20_____.

35. Seller shall disclose to prospective Buyer any material facts, latent defects, general condition,
36. environmental issues, structural systems, mechanical issues and/or repairs known by Seller
37. that contradict or are not included in the report.

38. If so explain:

39. _____
40. _____

41. Seller has either direct or indirect knowledge of the following material facts, latent defects, general
42. condition, environmental issues, structural systems, mechanical issues and/or repairs:

43. _____
44. _____
45. _____
46. _____
47. _____
48. _____

49. Seller does not have direct or indirect knowledge of any material facts, latent defects, general condition,
50. environmental issues, structural systems, mechanical issues and/or repairs.

51. Seller(s) is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here
52. (new or changed) of which Seller is aware that occur up to the time of closing. To disclose new or changed
53. facts, please use the Amendment to Sellers Property Disclosure Statement or Sellers Disclosure Alternatives.

54. PRIVATE SEWER SYSTEM DISCLOSURE: (Check appropriate box)

55. Seller does not know of a private sewer system on or serving the above-described real property.

56. Seller has knowledge of a private sewer system on or serving the above-described real property.

57. (See Private Sewer System Disclosure Statement and Private Sewer System-Well Location Map.)

58. Seller has knowledge of an abandoned private sewer system on the above-described real property.

59. (See Private Sewer System Disclosure Statement and Private Sewer System-Well Location Map.)

INITIAL(S): BUYER _____ DATE _____

BUYER _____ DATE _____

Property located at _____

60. **PRIVATE WELL DISCLOSURE:** (Check appropriate box)

- 61. Seller does not know of any wells on or serving the above-described real property.
- 62. Seller has knowledge of one or more wells located on or serving the above-described real property.
- 63. (See Well Disclosure Statement and Private Sewer System-Well Location Map.)

64. **METHAMPHETAMINE PRODUCTION DISCLOSURE:** (Check appropriate box)

- 65. Seller is not aware of any methamphetamine production that has occurred on the property.
- 66. Seller is aware that methamphetamine production has occurred on the property.
- 67. If so, explain: _____
- 68. _____

69. **SELLER'S RADON DISCLOSURE:**

- 70. **Radon Warning Statement:** Homes in the area may have radon gas levels that exceed EPA standards. If you have
- 71. concerns about radon, you may want to consider having the property inspected before entering into a contract
- 72. to purchase or making the inspection a condition of your purchase. For additional information, visit the EPA
- 73. website: www.epa.gov/radon
- 74. Has the property been tested for radon? No Yes. If "Yes", attach the most current records and reports
- 75. pertaining to radon concentrations, mitigation, or remediation. If a mitigation system has been installed,
- 76. date installed _____ Installed by _____.
- 77. Are you aware of any radon gas levels in the home that exceed EPA standards? No Yes If "Yes",
- 78. explain: _____
- 79. _____
- 80. _____

81. **ASSOCIATIONS/CONDOS/TOWNHOMES/HOMEOWNERS/COOPERATIVE:**

- 82. Is the property part of an Association? Yes No If "No" skip to line 93
- 83. Seller(s) HAVE HAVE NOT received any notice to be levied against the Property related to work in progress,
- 84. pending assessments, proposed assessment projects and/or deferred assessments by any homeowner's association.
- 85. Any notices received by the Seller(s) prior to closing, will be forwarded to the Buyer(s) immediately.
- 86. If "HAVE" explain: _____
- 87. _____

88. Association Fee \$ 36.00 per month. Association fee includes:

- 89. Snow/Lawn Care Heat Exterior Insurance
- 90. Electric Water / garbage Common Area
- 91. Other _____

92. Exterior Insurance (If not included in Association Fees) \$ _____ per _____

93. NOTE: There may be other required disclosures by governmental entities that are not listed above.

INITIAL(S): BUYER _____ DATE _____ BUYER _____ DATE _____

Property located at _____

94. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):**

95. Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real
96. property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign
97. person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA
98. requirements under Section 1445 of the Internal Revenue Code. Seller shall represent and warrant,
99. under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA),
100. prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and
101. delivery of the deed. Buyer and Seller shall complete, execute, and deliver, on or before closing, any
102. instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including
103. delivery of their respective federal taxpayer identification numbers or Social Security numbers.
104. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyers responsibility
105. for withholding the applicable tax, Buyer and Seller should seek legal and tax advice regarding
106. FIRPTA compliance, as the respective licensee's representing or assisting either party will be unable to assure
107. either party whether the transaction is exempt from FIRPTA withholding requirements.

108. Seller represents and warrants, under penalty of perjury, that Seller IS IS NOT a foreign person (i.e., a
109. non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for
110. purposes of income taxation. (see lines 94-107) This representation and warranty shall survive the closing of
111. the transaction and delivery of the deed.

112. **SELLER'S STATEMENT: (TO BE SIGNED AT TIME OF LISTING)**

113. Seller(s) hereby states the condition of the property to be as stated above and authorizes any Agent(s)
114. representing any parties in this transaction to provide a copy of this statement to any person or entity in
115. connection with any actual or anticipated sale of the property. Seller(s) hereby acknowledges that
116. the information provided in this document is true and accurate to the best of Seller's knowledge
117. as of the date listed below. Seller(s) is obligated to continue to notify Buyer in writing of any facts
118. that differ from the facts disclosed here (new or changed) of which Seller is aware that occur up to
119. the time of closing. To disclose new or changed facts, please use the Addendum/Amendment to Sellers
120. Property Disclosure Statement or Sellers Disclosure Alternatives.

121. ^{DocuSigned by:}
 Ashley Mickelson 8/18/2022
(Seller's Signature) (Date) (Seller's Signature) (Date)

122. **BUYER'S ACKNOWLEDGEMENT: (TO BE SIGNED AT TIME OF PURCHASE AGREEMENT)**

123. Buyer(s) acknowledges receipt of this Seller's Disclosure Alternative. Buyer(s) acknowledges that real estate
124. licensees representing the sale of this property has not made statements concerning the condition of the
125. property other than those listed in this Seller's Disclosure Alternatives. Buyer(s) acknowledges that Buyer(s)
126. has been advised to verify the information listed in this statement independently.
127. Buyer(s) acknowledges and understands that this document is not intended to be a warranty of any kind or
128. a substitute for any inspection of the property Buyer may wish to obtain.

129. _____
(Buyer's Signature) (Date) (Buyer's Signature) (Date)

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