

STATE OF MINNESOTA**DISTRICT COURT****COUNTY OF HENNEPIN****FOURTH JUDICIAL DISTRICT**

Case Type: Civil Other—Misc.

Davis Moturi and Caroline Moturi,

Court File No.

Plaintiffs,

First Amended Complaint

v.

Jury Trial DemandErik Hane and Jessica Hane,
John Herbert Sawchak,
The City of Minneapolis, and
Brian O'Hara,

Defendants.

For their First Amended Complaint pursuant to Minn. R. Civ. P. 15.01, Plaintiffs Davis ("Mr. Moturi") and Caroline Moturi ("Ms. Moturi") (collectively, "Plaintiffs") hereby state upon knowledge, information, and belief as follows:

Parties and Venue

1. Plaintiffs are a married couple who sought to purchase a home in Minneapolis, Hennepin County, Minnesota.
2. Defendants Erik ("Mr. Hane") and Jessica Hane ("Ms. Hane") (collectively, the "Hanes") resided in Hennepin County, Minnesota at all relevant times.
3. Defendant John H. Sawchak ("Mr. Sawchak") resided in Hennepin County, Minnesota at all relevant times.

4. Defendant City of Minneapolis (the “City”) is a Minnesota municipal corporation organized and existing under the laws of the State of Minnesota, with its principal offices located in Minneapolis, Hennepin County, Minnesota.

5. The Minneapolis Police Department (“MPD”) is a department, agency, and instrumentality of the City and, at all relevant times, acted through its officers, employees, agents, and representatives.

6. Defendant Brian O’Hara (Chief O’Hara), at all relevant times, resided in Minnesota and was employed by the City as Chief of MPD.

7. At all relevant times, MPD officers, employees, and agents were acting within the course and scope of their employment with the City.

8. The City had actual notice of facts sufficient to reasonably put them on notice of potential claims arising out of the events described herein.

9. Venue is appropriate because this action arises from acts and omissions that occurred in Hennepin County, Minnesota.

Factual Background

A. Plaintiffs’ search for their first home and the undisclosed threat next door.

10. In 2023, Plaintiffs were in search of purchasing their first home together—an important milestone in any couple’s life.

11. Plaintiffs grew interested in property located at 3531 Grand Avenue South, Minneapolis, MN 55408 (the “Property”), which was owned by the Hanes.

12. Unbeknownst to Plaintiffs, Defendants Erik and Jessica Hane were not simply selling the Property as part of a typical move—they were fleeing a deeply hostile

and threatening situation involving their next-door neighbor, Mr. Sawchak, who resided at 3527 Grand Avenue South, Minneapolis, MN 55408.

13. Despite having endured a pattern of escalating threats, harassment, and police involvement that made them fear for their safety and ultimately forced them to obtain a restraining order, the Hanes made the calculated decision to conceal this information from Plaintiffs. What follows are examples of the severity and frequency of the incidents the Hanes experienced prior to putting the Property up for sale.

14. On or about May 31, 2023, the Hanes called 911 to report that:

- They were concerned for their safety because Mr. Sawchak stated he should have shot Mr. Hane;
- Mr. Sawchak had been making threatening comments “for a while now”;
- Mr. Sawchak had “mentioned many times that he has guns”;
- Mr. Sawchak “has a long history of saying threatening things to us and say, something like an escalation”; and
- They heard Mr. Sawchak yell “I’m gonna kill you outside our window.”

When the police did not come to the Property, Mr. Hane called 911 to report that Mr. Sawchak “was like violently yelling at someone in front of our house, someone else. So, I just wanted to check out to see if someone is still coming. Um, my wife and one year old are home now, I’m just concerned.”

15. On or about June 1, 2023, the Hanes called 911 to report that:

- Mr. Sawchak was standing outside their bedroom window while shining a bright light into the window and threatening to kill them;
- Mr. Sawchak suffered from a “severe mental illness” and that he “has been violent”;
- Mr. Sawchak had been violent with other neighbors before that incident; and
- Mr. Sawchak had been “threatening a lot of people lately in the neighborhood and threatened to kill” Mr. Hane “a couple of days ago”

and that they were “just scared.”

16. Police were dispatched to the Property following that 911 call. However, after they left, Mr. Sawchak again started making threats and acting menacingly towards the Hanes. As a result of this, the Hanes again called 911 to report that:

- As soon as the officers left, Mr. Sawchak started screaming at them and shining a light into one of their windows;
- That Mr. Sawchak was a constant threat to them;
- That they wanted police to return to the Property to deal with Mr. Sawchak;
- That Mr. Sawchak’s threatening behavior “has been going on for years”; and
- That Mr. Sawchak’s behavior “was unacceptable from a neighbor.”

17. On or about June 2, 2023, the Hanes obtained an *ex parte* harassment restraining order against Mr. Sawchak.

18. On or about June 4, 2023, the Hanes again contacted the police to report that Mr. Sawchak was standing on the front steps of their home yelling and refusing to leave.

19. During this time period, the Hanes decided to list the Property for sale. As part of the listing process, the Hanes filled out and signed the mandatory disclosure form. That document is titled: “Disclosure Statement: Seller’s Property Disclosure Statement” (hereinafter “Disclosure Statement”).¹ The Disclosure Statement is dated June 27, 2023, and was e-signed by Defendants on July 12, 2023.

20. On or about June 29, 2023, the Hanes again contacted the police to report that Mr. Sawchak was using some sort of tool to spray sparks onto their home, that Mr.

¹ See Exhibit 1 attached hereto.

Sawchak had threatened to kill Mr. Hane and that they had previously obtained a harassment restraining order against Mr. Sawchak.

B. The Hanes made intentional and material omissions and misrepresentations during the sale process, which they never corrected at any point prior to the September 8, 2023 closing.

21. During the negotiation process for Plaintiffs to acquire the Property, the Hanes provided a copy of the Disclosure Statement to Plaintiffs. On Lines #317-318 of the Disclosure Statement it states, “Are there any other material facts that could adversely and significantly affect an ordinary buyer’s use or enjoyment of the Property or any intended use of the Property?” Despite being fully aware of Mr. Sawchak’s ongoing criminal behavior and that they were forced to obtain a harassment restraining order against him, Defendants checked the box that says “No”.

22. Relying upon the Hanes’ statement that they were not aware of any material facts that could adversely or significantly affect their use or enjoyment of the Property or intended use of the Property, Plaintiffs submitted a purchase offer to the Hanes on July 29, 2023.

23. At no time during the negotiation or closing process did the Hanes ever disclose any of the incidents involving them or their neighbors and Mr. Sawchak to Plaintiffs, or otherwise correct their knowingly false statement that they were not aware of any material facts that could adversely or significantly affect their use or enjoyment of the Property or intended use of the Property.

24. Plaintiffs acquired the Property from the Hanes on September 8, 2023, via warranty deed and described as follows:

Lot 8, Block 3, Edgewater on Nokomis Second Addition, Hennepin County, Minnesota

PID # 23-028-24-21-0024

C. Plaintiffs endured a campaign of racially motivated harassment, threats, and violence from Mr. Sawchak.

25. Shortly after moving into their home, Plaintiffs began having the same type of trouble with Mr. Sawchak that the Hanes were aware of but failed to disclose to Plaintiffs prior to their September 8, 2023 acquisition of the Property.

26. On or about October 11, 2023, Minneapolis police were dispatched to the Property after a dispute occurred between Mr. Moturi and Mr. Sawchak regarding a tree located near the property line between the two properties. During that dispute, Mr. Sawchak became enraged and entered onto the Property, at which time he called Mr. Moturi—who is Black—racial slurs. Mr. Sawchak also made threats of violence toward Mr. Moturi, which included a threat to “take care of” Mr. Moturi. When the officers arrived at the Property, they noticed Mr. Sawchak’s sprinkler was turned on and positioned so that the water would soak Plaintiffs’ home. The officers turned off the sprinkler when they could not locate Mr. Sawchak. Approximately one hour later, Mr. Moturi made a 911 call to report that Mr. Sawchak turned his sprinkler back on and directed the water to soak Plaintiffs’ home. When the officers returned to the Property, they learned Mr. Sawchak’s sprinkler had been spraying Plaintiffs’ home for over thirty minutes and they observed puddles of water in front of Plaintiffs’ home.

27. On or about December 21, 2023, Mr. Moturi called Minneapolis police to report that Mr. Sawchak was blaring an airhorn outside his bedroom window in the

middle of the night and that this was not the only time Mr. Sawchak engaged in similar conduct to disturb Plaintiffs' ability to sleep.

28. On or about February 21, 2024, Mr. Moturi had police dispatched to the Property to take a report. Mr. Moturi explained to the officers that in December 2023, Mr. Sawchak charged at him while threatening to hurt him. Mr. Moturi also explained to the officers that Mr. Sawchak had engaged in a persistent pattern of verbal harassment of him and Ms. Moturi since October 2023.

29. On or about February 29, 2024, police were again dispatched to the Property, upon a report that Mr. Sawchak was harassing Ms. Moturi. Plaintiffs informed the officers that Mr. Sawchak stood in Plaintiffs' driveway behind Ms. Moturi's vehicle and began to record her with a cellphone after she had parked. Mr. Sawchak yelled threatening comments to Ms. Moturi, but went into his home before officers arrived. Ms. Moturi expressed to the officers that she was in fear of Mr. Sawchak because of his comments, behavior and prior assaultive conduct.

30. On or about March 1, 2024, police were again dispatched to the Property, upon the report of an assault in progress. Mr. Moturi explained to the responding officers that he was standing on a ladder braced against his home when Mr. Sawchak exited his home and began to yell threats at him. As part of these threats, Mr. Sawchak yelled at Mr. Moturi that he "had crossed the line and he was going to put him in the hospital." Mr. Sawchak went back into his home and then came back outside holding a long wooden gardening tool with a metal end that he held over his shoulder like an axe. Mr. Sawchak then entered onto the Property and rapidly approached Mr. Moturi while

carrying the tool, but Mr. Moturi was unable to retreat because he was standing on the ladder. In order to defend himself, Mr. Moturi was forced to spray Mr. Sawchak with pepper spray. When Mr. Moturi was able to retreat from the attack, Mr. Sawchak continued to threaten him by shouting that he would put Mr. Moturi in the hospital “as he had done to other people before.”

31. On or about the early morning of March 8, 2024, Mr. Sawchak stood outside of Plaintiffs’ home and took video recordings of their home.

32. On or about March 11, 2024, police were again dispatched to the Property. Upon their arrival, the officers learned that Mr. Sawchak had been standing outside Plaintiffs’ home slamming trash cans in an effort to create a loud disturbance and to disrupt Plaintiffs’ ability to sleep. Mr. Moturi explained to the officers that the constant harassment by Mr. Sawchak made him fearful for his life. Mr. Moturi further informed the officers that he and Ms. Moturi were afraid to leave their home and believed that Mr. Sawchak was trying to provoke them into a physical confrontation.

33. On or about March 13, 2024, one of the officers that went to the Property on March 11, 2024, spoke with Mr. Moturi. During that conversation, Mr. Moturi informed the officer that the security cameras he had installed on their home had been torn down.

34. During their investigation into the many past incidents involving Plaintiffs and Mr. Sawchak, the officers learned that many of Mr. Sawchak’s threats involved racial epithets, which included telling Mr. Moturi that:

- He was a “black bastard”;

- The neighborhood had become a “ghetto” after Plaintiffs moved in;
- He was a “monkey”;
- He should “go back to North Minneapolis”; and
- “You black people, all you do is ruin things.”

As part of the investigation process, Mr. Moturi told officers that:

- Plaintiffs felt terrorized in the home;
- He was having trouble with work due to his inability to focus on his job as a result of Mr. Sawchak’s behavior;
- Plaintiffs were frequently losing sleep and losing their appetites based on their constant fear of Mr. Sawchak; and
- He was seeking therapy based upon the constant fear and feelings of profound hopelessness and despair.

35. On or about March 31, 2024, police were again dispatched to the Property upon a report of damage to Plaintiffs’ home. Mr. Moturi reported that Mr. Sawchak was circling their home. Mr. Moturi later discovered feces had been deposited through the mail slot on the front door, resulting in smeared feces inside and outside of the home.

36. On or about April 5, 2024, police were again dispatched to the Property in response to a report of an assault. Upon arrival, the officers learned that while Mr. Moturi was doing some work on their home, Mr. Sawchak began throwing things at him from out of one of his windows.

37. Following that incident on April 5, 2024, a warrant was issued for Mr. Sawchak’s arrest, and he was charged with one count of causing or reasonably expecting to cause substantial emotional distress to another person in violation of Minnesota Statute § 609.749.2(b)(3), which is a gross misdemeanor.

38. On or about April 8, 2024, Mr. Sawchak attacked Mr. Moturi with a shovel while he was attempting to clean up feces that Mr. Sawchak had dumped onto the

Property.

39. On that same day, Mr. Moturi received an *ex parte* harassment restraining order against Mr. Sawchak.

40. On or about April 9, 2024, Mr. Sawchak again deposited feces into Plaintiffs' mail slot.

41. On or about April 22, 2024, Mr. Sawchak threatened Mr. Moturi's life while brandishing a weapon.

42. On or about May 2, 2024, Mr. Sawchak shouted racist comments at Mr. Moturi and also called him a rapist.

43. On or about May 23, 2024, Mr. Sawchak dumped garbage and human waste onto the Property. Mr. Sawchak also stood outside for almost two hours in a menacing manner. Plaintiffs called the police three times on that day regarding Mr. Sawchak's conduct.

44. On or about May 28, 2024, Mr. Sawchak made death threats to Mr. Moturi, called him racial slurs, and made numerous racial comments.

45. On or about July 2, 2024, police were again dispatched to the Property upon a report of harassment and threats of violence. Upon their arrival, Mr. Moturi informed the officers that Mr. Sawchak had dumped human waste on his yard and threatened him with a knife. Mr. Moturi also informed the officers that Mr. Sawchak told him that he "should have killed [him] last night," while holding a six-inch knife.

46. Later that same day, the officers returned to the Property upon a report that Mr. Sawchak threatened another person. Upon their arrival, the officers learned that as

Ms. Moturi was attempting to clean the human waste dumped in the yard, Mr. Sawchak threatened to kill her.

47. Following that incident, another warrant was issued for Mr. Sawchak's arrest, and he was charged with two felony counts. One count was for threats of violence against Mr. Moturi with reckless disregard of the risk in violation of Minnesota Statute § 609.713.1. Count two was for threats of violence against Ms. Moturi with reckless disregard of the risk in violation of Minnesota Statute § 609.713.1.

48. Despite issuance of both a gross misdemeanor and felony arrest warrants for Mr. Sawchak for this conduct towards Plaintiffs, MPD, through its officers, repeatedly failed to perform its ministerial duty to execute the valid arrest warrants.

49. These repeated failures occurred because of MPD's failure to properly supervise its officers.

50. This failure included that many of the MPD officers involved were unaware of the bounds of their lawful authority to arrest Mr. Sawchak in his home.

51. On or about July 10, 2024, Mr. Sawchak again dumped human waste onto the Property.

52. In addition to these specific incidents, on numerous other occasions Plaintiffs called 911 to report the behavior of Mr. Sawchak. However, following those calls, the police either would not respond to Plaintiffs' calls or, if the police did respond, they did not issue a police report following those calls.

D. The harassment culminated in a racially motivated shooting that forever altered Plaintiffs' lives.

53. The ongoing harassment, acts of violence, racial discrimination, death threats, and intimidating behavior by Mr. Sawchak profoundly and continuously interfered with Plaintiffs' use and enjoyment of the Property. Plaintiffs endured sleepless nights, loss of appetite, emotional distress, and a constant fear of leaving or remaining in their home.

54. On October 23, 2024, that escalation reached its most violent and devastating point. While Mr. Moturi was outside using a chainsaw to prune a tree near the property line, he was shot in the neck by Mr. Sawchak, causing severe and permanent injury.

55. During an October 25, 2024 press conference, former MPD Chief Brian O'Hara ("Chief O'Hara") partly blamed Mr. Moturi for getting shot, by making the following false statement: "In addition, the situation escalated in part by actions that were precipitated by the victim."

56. Chief O'Hara acknowledged the falsity of this statement at an October 27, 2024 press conference: "In this particular instance, we failed this victim. 100 percent. Because that should not have happened. The Minneapolis Police did not act urgently enough to prevent that individual from being shot. And to that victim, I say I am sorry."

57. The State of Minnesota has since charged Mr. Sawchak with multiple felonies, including attempted second-degree murder, first-degree assault motivated by racial bias, stalking, and aggravated harassment based on race.

58. As a result of the shooting, Mr. Moturi required hospitalization and faces ongoing and permanent physical and psychological consequences.

59. Plaintiffs would not have purchased the Property had the Hanes disclosed the truth about their history with Mr. Sawchak. The omissions and misrepresentations made in the Disclosure Statement deprived Plaintiffs of the opportunity to make an informed decision about the safety and suitability of the Property. Had those omissions and misrepresentations not been made, Plaintiffs would have never purchased the Property and moved in—and Mr. Moturi would not have been shot.

Count One
Violation of Minnesota Statute § 513.55, subd. 1
Plaintiffs v. Erik and Jessica Hane

60. Plaintiffs hereby reallege and incorporate by reference all allegations as though fully set forth in this cause of action.

61. Pursuant to Minnesota Statute § 513.55, Subd. 1(a)-(b), “[b]efore signing an agreement to sell or transfer residential real property, the seller shall make a written disclosure to the prospective buyer. The disclosure must include all material facts of which the seller is aware that could adversely and significantly affect: (1) an ordinary buyer’s use and enjoyment of the property; or (2) any intended use of the property of which the seller is aware. The disclosure must be made in good faith and based upon the best of the seller’s knowledge at the time of the disclosure.”

62. Based upon the Hanes reports to the police, at the time they signed the Disclosure Statement and when they provided it to Plaintiffs, they were both aware of Mr. Sawchak and his ongoing threats to them, the Property, and the neighborhood.

63. Additionally, based upon the Hanes' statements and reports to the police, Mr. Sawchak's behavior was adversely and significantly impacting their use and enjoyment of the Property.

64. However, despite the requirements of Minnesota Statute § 513.55, Subd. 1(a)-(b), the Hanes failed to disclose to Plaintiffs their knowledge of Mr. Sawchak's ongoing pattern of harassing and criminal behavior, how that was affecting their use and enjoyment of the Property, and how his behavior might adversely and significantly affect Plaintiffs' use and enjoyment of the Property as their home.

65. Pursuant to Minnesota Statute § 513.57, Subd. 2, "[a] seller who fails to make a disclosure as required by sections 513.52 to 513.60 and was aware of material facts pertaining to the real property is liable to the prospective buyer. A person injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court."

66. As a result of the Hanes' violation of Minnesota Statute § 513.55, Subd. 1(a)-(b), Plaintiffs are entitled to recover the reasonable damages they have suffered due to the Hanes' failure to make the required disclosure regarding Mr. Sawchak.

67. Had the Hanes told the truth about their experiences with Mr. Sawchak, Plaintiffs would not have purchased the Property.

68. Had Plaintiffs not purchased the Property, Mr. Moturi would not have been shot.

69. As a result of the Hanes' violation of Minnesota Statute § 513.55, Subd. 1(a)-(b), Plaintiffs are entitled to reasonable damages greater than \$50,000 for all

compensatory and special damages and equitable relief, including but not limited to rescission of the purchase agreement they entered into with the Hanes.

Count Two
Fraudulent Misrepresentation
Plaintiffs v. Erik and Jessica Hane

70. Plaintiffs hereby reallege and incorporate by reference all allegations as though fully set forth in this cause of action.

71. In connection with their sale of the Property, the Hanes knowingly made false representations regarding material facts about the Property.

72. The Hanes stated they were not aware of “any other material facts that could adversely and significantly affect an ordinary buyer’s use or enjoyment of the Property or any intended use of the Property.” That statement was false.

73. In addition to the affirmative misstatement made by the Hanes in the Disclosure Statement, the Hanes also had a common law duty to disclose the past pattern of behavior by Mr. Sawchak because they had special knowledge of those material facts to which Plaintiffs did not have access. However, despite the duty to disclose those material facts to Plaintiffs, the Hanes failed to do so because they knew that Plaintiffs would act upon the presumption that those material facts did not exist and purchase the Property from them.

74. At the time they made their representations, the Hanes were fully aware that Mr. Sawchak had engaged in an escalating pattern of threats, harassment, and intimidation. They had contacted police multiple times, reported numerous violent and disturbing encounters, and had obtained a harassment restraining order against him.

75. The Hanes were so concerned for their safety that they ultimately decided to move. But instead of disclosing this history to Plaintiffs, they affirmatively represented that no such material facts existed.

76. The Hanes made this false representation with the intent to induce Plaintiffs to purchase the Property. They knew that if Plaintiffs were informed of the truth, no reasonable buyer would choose to purchase the Property and live next to Mr. Sawchak or subject their family to such conditions.

77. Plaintiffs reasonably relied on the Hanes' representation.

78. Had Plaintiffs known the truth about the history of threats, harassment, and racially motivated violence associated with Mr. Sawchak, they would not have purchased the Property.

79. Had they not purchased the Property, Mr. Moturi would not have been shot.

80. As a direct result of the Hanes' nondisclosure, Plaintiffs owned a home that was unsafe, unsellable, and profoundly devalued during the time that Mr. Sawchak lived next door to them.

81. As a direct and proximate result of the Hanes' misrepresentation, Plaintiffs are entitled to reasonable damages greater than \$50,000 for all compensatory and special damages and equitable relief, including but not limited to rescission of the purchase agreement they entered into with the Hanes.

Count Three
Negligent Misrepresentation
Plaintiffs v. Erik and Jessica Hane

82. Plaintiffs hereby reallege and incorporate by reference all allegations as

though fully set forth in this cause of action.

83. The Hanes had a pecuniary interest in selling the Property. They were paid \$418,000 upon the sale of the Property to Plaintiffs.

84. In connection with the transaction, the Hanes were obligated to exercise reasonable care in providing information that would affect Plaintiffs' decision to purchase the Property. They failed to do so.

85. The Hanes represented to Plaintiffs in the Disclosure Statement that they were not aware of any "material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the Property or any intended use of the Property." That representation was false.

86. The Hanes also had a common law duty to communicate to Plaintiffs the information they had in regards to the past pattern of behavior by Mr. Sawchak. Had any other ordinary person been in the position of the Hanes, they would have communicated that information to Plaintiffs. However, the Hanes failed to do so.

87. At the time they made that Disclosure Statement and failed to communicate what they knew about Mr. Sawchak, the Hanes were aware that their next-door neighbor, Mr. Sawchak, had engaged in an extended pattern of harassment, threats, intimidation, and racially motivated conduct. They had called police on multiple occasions, obtained a harassment restraining order, and were actively trying to flee the Property because of his behavior.

88. The Hanes failure to disclose that information and their false statement in the Disclosure Statement or otherwise communicate the information regarding Mr.

Sawchak's pattern of behavior constituted a negligent misrepresentation. They had knowledge of material facts that would have significantly impacted any reasonable buyer's use and enjoyment of the Property. Their failure to accurately report that information breached the duty of care owed in the course of the transaction.

89. Plaintiffs were justified in relying on the Hanes' representation. At the time of the sale, Plaintiffs had no reason to doubt the truthfulness and/or completeness of the Disclosure Statement, which is a required document under Minnesota law and one that sellers are expected to complete truthfully and in good faith.

90. Regardless of the information the Hanes were required to provide Plaintiffs in the Disclosure Statement, Plaintiffs were also justified in proceeding with the purchase of the Property because the Hanes failed to communicate to them their knowledge of the past pattern of behavior by Mr. Sawchak.

91. Based on the Hanes' representation, Plaintiffs entered into a purchase agreement and acquired the Property without any knowledge of the danger posed by Mr. Sawchak.

92. Had Plaintiffs known the truth about the history of threats, harassment, and racially motivated violence associated with Mr. Sawchak, they would not have purchased the Property.

93. Had they not purchased the Property, Mr. Moturi would not have been shot.

94. As a direct result of the Hanes' nondisclosure, Plaintiffs now own a home that is unsafe, unsellable, and profoundly devalued.

95. As a result of the Hanes' misrepresentation, Plaintiffs have suffered

substantial pecuniary and non-economic harm. The fair market value of the Property is significantly diminished due to its proximity to a known and violent offender. Plaintiffs owned a home that was unsafe and unsellable, and remains associated with the trauma of a racially motivated shooting.

96. As a direct and proximate result of the Hanes' misrepresentation, Plaintiffs are entitled to reasonable damages greater than \$50,000 for all compensatory and special damages and equitable relief, including but not limited to rescission of the purchase agreement they entered into with the Hanes.

Count Four
Fraudulent Nondisclosure/Misrepresentation by Omission
Plaintiffs v. Erik and Jessica Hane

97. Plaintiffs hereby reallege and incorporate by reference all allegations as though fully set forth in this cause of action.

98. The Hanes had special knowledge of the past pattern of behavior of Mr. Sawchak of which Plaintiffs did not. Despite this special knowledge, the Hanes failed to disclose material facts in connection with their sale of the Property, despite having a legal and equitable duty to do so.

99. During the negotiation and disclosure process, the Hanes affirmatively stated that they were not aware of any "material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the Property or any intended use of the Property." That statement was false and misleading.

100. At the time they made that representation, the Hanes were fully aware of a long and escalating pattern of threatening and criminal behavior by Mr. Sawchak. The

Hanes had made multiple 911 calls, filed police reports, and obtained a harassment restraining order based on their fear of Mr. Sawchak.

101. The Hanes also knew that Mr. Sawchak's conduct had been directed not only at them, but at other neighbors. They were aware that Mr. Sawchak's behavior posed a significant and ongoing threat to anyone who lived next door to him.

102. Despite this, the Hanes concealed these facts from Plaintiffs. They understood that disclosing the truth would deter any reasonable buyer from purchasing the Property. They instead chose silence—allowing Plaintiffs to proceed under the false assumption that the Property was safe and suitable for residential use.

103. Plaintiffs had no prior knowledge of Mr. Sawchak, nor any access to the history of incidents between the Hanes and their neighbor. The information known to Defendants was not public and was not disclosed through any third-party channels. Plaintiffs relied on the Hanes' Disclosure Statement as required by Minnesota law.

104. Defendants had a legal and equitable duty to communicate these facts. In Minnesota, a duty to disclose arises in commercial transactions where one party has special knowledge of material facts that the other does not have access to. The Hanes possessed material knowledge that went to the heart of Plaintiffs' intended use and enjoyment of the Property and failed to disclose it.

105. Had Plaintiffs known the truth about the history of threats, harassment, and racially motivated violence associated with Mr. Sawchak, they would not have purchased the Property.

106. Had they not purchased the Property, Mr. Moturi would not have been shot.

107. As a direct result of the Hanes' nondisclosure, Plaintiffs owned a home that was unsafe and unsellable and remains profoundly devalued as a result of being associated with a racially motivated shooting.

108. As a direct and proximate result of the Hanes' misrepresentation, Plaintiffs are entitled to reasonable damages greater than \$50,000 for all compensatory and special damages and equitable relief, including but not limited to rescission of the purchase agreement they entered into with the Hanes.

Count Five
Battery
Davis Moturi v. John Sawchak

109. Plaintiffs hereby reallege and incorporate by reference all allegations as though fully set forth in this cause of action.

110. On October 23, 2024, Mr. Sawchak shot Mr. Moturi with a firearm while Mr. Moturi was on the Property.

111. This caused Mr. Moturi to suffer severe and permanent injuries. The shot was fired without warning and with no lawful justification.

112. Mr. Sawchak's conduct was intentional, offensive, and harmful.

113. Mr. Sawchak acted with the intent to cause harmful physical contact, and such contact did in fact occur.

114. As a direct and proximate result of Mr. Sawchak's intentional conduct and/or statutory violations, Mr. Moturi suffered serious injury, past and future emotional distress, past and future medical bills, past and future wage loss and other damages in excess of \$50,000.

Count Six
Negligence and Negligence Per Se
Davis Moturi v. John Sawchak

115. Plaintiffs hereby reallege and incorporate by reference all allegations as though fully set forth in this cause of action.

116. On October 23, 2024, Mr. Sawchak shot Mr. Moturi with a firearm while Mr. Moturi was on the Property.

117. To the extent Mr. Sawchak is found to have lacked the capacity to form the requisite intent at the time of the shooting, Mr. Moturi pleads negligence and negligence *per se* in the alternative to the intentional tort claim.

118. Mr. Sawchak owed Mr. Moturi a duty to refrain from dangerous and threatening conduct that could foreseeably result in harm.

119. Mr. Sawchak's conduct violated state statutes.

120. As a direct and proximate result of Mr. Sawchak's negligence and/or statutory violations, Mr. Moturi suffered serious injury, past and future emotional distress, past and future medical bills, past and future wage loss and other damages in excess of \$50,000.

Count Seven
Negligence
Davis Moturi v. City of Minneapolis

121. Plaintiffs hereby reallege and incorporate by reference all allegations as though fully set forth in this cause of action.

122. At all relevant times, MPD officers, employees, and agents were acting within the course and scope of their employment with Defendant City of Minneapolis.

123. Plaintiffs repeatedly reported Mr. Sawchak's threats, assaults, harassment, violations of court orders, and other criminal conduct to MPD officers and employees.

124. Arrest warrants were issued for Mr. Sawchak, including warrants arising out of his conduct directed toward Plaintiffs.

125. MPD officers had a ministerial duty to execute valid arrest warrants and to take Mr. Sawchak into custody when the legal prerequisites for arrest were satisfied.

126. Despite the existence of valid arrest warrants and repeated opportunities to arrest Mr. Sawchak, MPD officers failed to perform those ministerial duties.

127. The failure to execute the warrants and arrest Mr. Sawchak was not the result of protected policy-making or discretionary conduct, but rather the failure to perform ministerial duties required by law.

128. As alleged above, these failures occurred because MPD failed to properly supervise its officers, including regarding the scope of their lawful authority to arrest Mr. Sawchak in his residence and otherwise execute outstanding warrants.

129. The acts and omissions of the MPD officers, employees, and agents were committed within the course and scope of their employment with the City.

130. Pursuant to the doctrine of respondeat superior and Minnesota law governing municipal liability, the City is vicariously liable for the negligent acts and omissions of its officers, employees, and agents.

131. The City's negligence, and the negligence of its officers, employees, and agents, directly and proximately caused or substantially contributed to the continued escalation of Mr. Sawchak's conduct and the injuries ultimately caused by the shooting of

Mr. Moturi.

132. As a direct and proximate result of the City's negligence and the negligence of its officers, employees, and agents, Mr. Moturi suffered damages in excess of \$50,000, including but not limited to past and future emotional distress, past and future medical expenses, past and future wage loss, and other compensatory damages.

Count Eight
Defamation

Davis Moturi v. Chief O'Hara and City of Minneapolis

133. Plaintiffs hereby reallege and incorporate by reference all allegations as though fully set forth in this cause of action.

134. On October 25, 2024, Minneapolis Police Chief Brian O'Hara publicly stated: "In addition, the situation escalated in part by actions that were precipitated by the victim."

135. At the time the statement was made, Chief O'Hara was acting within the course and scope of his employment as Chief of Police for the City of Minneapolis and was speaking in his official capacity regarding matters arising from his duties as Chief of Police.

136. The statement was intended to and/or did in fact create the inference by reasonable listeners and readers to refer to Mr. Moturi and to mean that Mr. Moturi was responsible, at least in part, for the events that culminated in his shooting.

137. The statement was false.

138. On October 27, 2024, Chief O'Hara publicly acknowledged the falsity of the statement when he stated: "In this particular instance, we failed this victim. 100

percent. Because that should not have happened. The Minneapolis Police did not act urgently enough to prevent that individual from being shot. And to that victim, I say I am sorry.”

139. Chief O’Hara knew or should have known that the statement concerning Mr. Moturi was false, or acted with reckless disregard for its truth or falsity.

140. The statement was communicated to third parties through press conferences and media reporting.

141. As a direct and proximate result of the false statement, Mr. Moturi suffered humiliation, embarrassment, reputational harm, emotional distress, and other damages.

142. Because Chief O’Hara was acting within the course and scope of his employment with the City at the time he made the statement, the City is vicariously liable for his conduct under the doctrine of respondeat superior.

143. As a direct and proximate result of the defamatory statement, Mr. Moturi has suffered damages in excess of \$50,000.

A trial by jury is hereby demanded.

WHEREFORE, Plaintiffs pray for the following relief:

1. As to Counts One through Four, a money judgment against the Hanes in an amount greater than \$50,000, including but not limited to damages for the difference in value for the Property they received and the price they paid Defendants for the Property, past and future emotional distress, past and future wage loss, and past and future medical bills, together with interest, costs, and disbursements, in addition to equitable relief, including but not limited to a judgment for rescission of the purchase agreement;

2. As to Counts Five and Six, a money judgment against Mr. Sawchak in an amount greater than \$50,000, for past and future emotional distress, past and future wage loss, and past and future medical bills, together with interest, costs, and disbursements;

3. As to Count Seven, a money judgment against the City of Minneapolis in an amount greater than \$50,000, for Mr. Moturi's past and future emotional distress, past and future wage loss, and past and future medical bills, together with interest, costs, and disbursements; and

4. As to Count Eight, a money judgment against the City of Minneapolis and Chief O'Hara in excess of \$50,000 for Mr. Moturi's humiliation, embarrassment, reputational harm, emotional distress, and other damages.

3. For such further relief that the Court deems just and equitable, including but not limited to attorneys' fees.

Date: June 4, 2026

STORMS DWORAK LLC

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Attorneys for Plaintiffs, Davis and Caroline Moturi

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that pursuant to Minn. Stat. 549.211, subd. 3, sanctions may be imposed if, after a reasonable opportunity to respond, the Court determines that the undersigned has violated the provisions of Minn. Stat. 549.211, subd. 2.

/s/ Jeffrey S. Storms

Jeffrey S. Storms

Attorney for Plaintiffs



MINNESOTA
JUDICIAL
BRANCH

Authentisign ID: 8A90DF0B482205811189996046811



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date June 27 2023
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.

7. Under Minnesota law, sellers of residential property, with limited exceptions listed on page nine (9), are obligated to

8. disclose to prospective buyers all material facts of which Seller is aware that could adversely and significantly affect

9. an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.

10. MN Statute 513.58 requires Seller to notify buyer in writing as soon as reasonably possible, but in any event before

11. closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing,

12. of any facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the

13. Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.

14. Seller has disclosure alternatives allowed by MN Statutes. See *Disclosure Statement: Seller's Disclosure Alternatives*

15. form for further information regarding disclosure alternatives. **This disclosure is not a warranty or a guarantee of any**

16. **kind by Seller or licensee(s) representing or assisting any party in the transaction and is not a substitute for**

17. **any inspections or warranties the party(ies) may wish to obtain.**

18. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

19. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a

20. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103,

21. clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

22. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in

23. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any

24. other option.

25. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it

26. inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of

27. the questions listed below, it does not necessarily mean that it does not exist on the property, did not occur, or does

28. not apply. "NO" may mean that Seller is unaware.

29. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or

30. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your

31. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.

32. (6) If any items do not apply, write "NA" (not applicable).

33. Property located at 3531 Grand Avenue S,

34. City of Minneapolis, County of Hennepin,

35. State of Minnesota, Zip Code 55408 ("Property").

A. GENERAL INFORMATION: The following questions are to be answered to the best of Seller's knowledge.

37. (1) What date did you Acquire Build the home? March 2018
------(Check one.)-----
38. (2) Type of title evidence: Abstract Registered (Torrens) Unknown
39. Location of Abstract: _____
40. Is there an existing Owner's Title Insurance Policy? Yes No
41. (3) Have you occupied this home continuously during your ownership? Yes No
42. If "No," explain: _____
43. (4) Is the home suitable for year-round use? Yes No
44. (5) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.) Yes No
45. (6) Does the Property include a manufactured home? Yes No
46. If "Yes," HUD #(s) is/are _____
47. Has the title been surrendered to the Registrar of Motor Vehicles for cancellation? Yes No



DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

48. Page 2

49. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

50. Property located at 3531 Grand Avenue S Minneapolis MN 55408.

51. (7) Is the Property located on a public or a private road? Public Private Public: no maintenance

52. (8) **Flood Insurance:** All properties in the state of Minnesota have been assigned a flood zone designation. Some
53. flood zones may require flood insurance.

54. (a) Do you know which zone the Property is located in? Yes No

55. If "Yes," which zone? X

56. (b) Have you ever had a flood insurance policy? Yes No

57. If "Yes," is the policy in force? Yes No

58. If "Yes," what is the annual premium? \$ _____

59. If "Yes," who is the insurance carrier? _____

60. (c) Have you ever had a claim with a flood insurance carrier or FEMA? Yes No

61. If "Yes," please explain: _____

62. _____

63. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance
64. premiums are increasing, and in some cases will rise by a substantial amount over the premiums
65. previously charged for flood insurance for the Property. As a result, Buyer should not rely on the
66. premiums paid for flood insurance on this Property previously as an indication of the premiums that
67. will apply after Buyer completes their purchase.

68. Are there any Yes No

69. (9) homeowners associations or shared amenities? Yes No

70. (10) encroachments? Yes No

71. (11) covenants, historical registry, reservations, or restrictions, that affect
72. or may affect the use or future resale of the Property? Yes No

73. (12) governmental requirements or restrictions that affect or may affect the use or future
74. enjoyment of the Property (e.g., shoreland restrictions, non-conforming use, etc.)? Yes No

75. (13) easements, other than utility or drainage easements? Yes No

76. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

77. _____
78. _____

79. **B. GENERAL CONDITION:** To your knowledge, have any of the following conditions previously existed or do they
80. currently exist on the Property?

81. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

82. (1) Has there been any damage by wind, fire, flood, hail, or other cause(s)? Yes No

83. If "Yes," give details of what happened and when: _____

84. _____

85. (2) Have you ever had an insurance claim(s) related to the Property? Yes No

86. If "Yes," what was the claim(s) for (e.g., hail damage to roof)? Sewer back up in January 2023 in basement
87. (paid for cleaning by mitigation company and new carpet, owners replaced sewer)

88. Did you receive compensation for the claim(s)? Yes No

89. Did you have the items repaired? Yes No

90. What dates did the claim(s) occur? January 2, 2023

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

91. Page 3

92. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

93. Property located at 3531 Grand Avenue S Minneapolis MN 55408.

94. (3) (a) Has/Have the structure(s) been altered? Yes No
95. (e.g., additions, altered roof lines, changes to load-bearing walls)
96. If "Yes," please specify what was done, when, and by whom (owner or contractor):

97.
98.
99. (b) Has any work been performed on the Property? (e.g., additions to the
100. Property, wiring, plumbing, retaining wall, general finishing) Yes No
101. If "Yes," please explain: Bathroom ceiling fan installed 2018, new windows in bedrooms/
102. dining room/upstairs 2021, new water heater 2022

103. (c) Are you aware of any work performed on the Property for which
104. appropriate permits were not obtained? Yes No
105. If "Yes," please explain: _____
106. _____

107. (4) Has there been any damage to flooring or floor covering? Yes No
108. If "Yes," give details of what happened and when: See above- sewer back up 1/2023, clean up by
109. mitigation company and carpet replaced in basement

110. (5) Do you have or have you previously had any pets? Yes No
111. If "Yes," indicate type Dog and number 1.

112. (6) **THE FOUNDATION:** The type of foundation is (i.e., block, poured, wood, stone, other):
113. Concrete block

114. (7) **THE BASEMENT, CRAWLSPACE, SLAB:**
115. (a) cracked floor/walls? Yes No (e) leakage/seepage? Yes No
116. (b) drain tile problem? Yes No (f) sewer backup? Yes No
117. (c) flooding? Yes No (g) wet floors/walls? Yes No
118. (d) foundation problem? Yes No (h) other? _____ Yes No

119. Give details to any questions answered "Yes":
120.
121.

122. (8) **THE ROOF:**
123. (a) What is the age of the roofing material?
124. Home: Unknown years Garage(s)/Outbuilding(s): Unknown years
125. (b) Has there been any interior or exterior damage? Yes No
126. (c) Has there been interior damage from ice buildup? Yes No
127. (d) Has there been any leakage? Yes No
128. (e) Have there been any repairs or replacements made to the roof? Yes No

129. Give details to any questions answered "Yes": _____
130. _____

DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT

131. Page 4

132. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

133. Property located at 3531 Grand Avenue S Minneapolis MN 55408

134. (9) **THE EXTERIOR AND INTERIOR WALLS/SIDING/WINDOWS:**

135. (a) The type(s) of siding is (e.g., vinyl, stucco, brick, other): Vinyl

136. (b) cracks/damage? Yes No

137. (c) leakage/seepage? Yes No

138. (d) other? Yes No

139. Give details to any questions answered "Yes": _____

140. _____

141. **C. APPLIANCES, HEATING, PLUMBING, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS:**

142. **NOTE:** Check "NA" if the item is not physically located on the Property. Check "Yes" for items in working
143. condition. Check "No" for items not in working condition. Working order means all components of the
144. items specified below.

	NA	Working Order			NA	Working Order	
		Yes	No			Yes	No
147. Air-conditioning.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool and equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
148. <input checked="" type="checkbox"/> Central <input type="checkbox"/> Wall <input type="checkbox"/> Window				Propane tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149. <input checked="" type="checkbox"/> Rented <input type="checkbox"/> Owned				Range/oven.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
150. Air exchange system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151. Carbon monoxide detector.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152. Ceiling fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153. Central vacuum.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
154. Clothes dryer.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (battery)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
155. Clothes washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke detectors (hardwired).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
156. Dishwasher.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar collectors.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157. Doorbell.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158. Drain tile system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet mechanisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
159. Electrical system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash compactor.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160. Environmental remediation system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV antenna system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
161. (e.g., radon, vapor intrusion)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV cable system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162. Exhaust system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV receiver.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163. Fire sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV satellite dish.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164. Fireplace.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
165. Fireplace mechanisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
166. Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water purification system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
167. Furnace humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
168. Garage door auto reverse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169. Garage door opener.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
170. Garage door opener remote.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water treatment system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171. Garbage disposal.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Rented <input type="checkbox"/> Owned			
172. Heating system (central).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
173. Heating system (supplemental).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window treatments.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
174. Incinerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood-burning stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175. Intercom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176. In-ground pet containment system.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177. Lawn sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178. Microwave.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
179. Plumbing.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

180. Page 5

181. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.182. Property located at 3531 Grand Avenue S Minneapolis MN 55408.183. Are there any items or systems on the Property connected or controlled wirelessly,
184. via internet protocol ("IP"), to a router or gateway or directly to the cloud? Yes No

185. Comments regarding issues in Section C: _____

186. _____

187. **D. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**
188. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)189. Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving the above-described
------(Check one.)-----190. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
191. *Subsurface Sewage Treatment System.*)192. There is an abandoned subsurface sewage treatment system on the above-described real Property.
193. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)194. **E. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
195. (Check appropriate box(es).)196. Seller does not know of any wells on the above-described real Property.
197. There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well.*)198. This Property is in a Special Well Construction Area.
199. There are wells serving the above-described Property that are not located on the Property.

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

201. (2) Is there a maintenance agreement for the shared well? Yes No

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

203. **F. PROPERTY TAX TREATMENT:**
204. **Preferential Property Tax Treatment**205. Is the Property subject to any preferential property tax status or any other credits
206. affecting the Property? (e.g., Disabled Veterans' Benefits, Disability, Green Acres,
207. Non-Profit Status, RIM, Rural Preserve, etc.) Yes No208. If "Yes," would these terminate upon the sale of the Property? Yes No

209. Explain: _____

210. _____

211. **G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
212. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
213. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.214. Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
------(Check one.)-----215. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
216. survive the closing of any transaction involving the Property described here.217. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
218. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-
219. exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.220. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
221. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
222. Revenue Code.223. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
224. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
225. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
226. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

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

227. Page 6

228. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

229. Property located at 3531 Grand Avenue S Minneapolis MN 55408

230. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

231. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

232. Seller is not aware of any methamphetamine production that has occurred on the Property.

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

234. (See Disclosure Statement: Methamphetamine Production.)

235. **I. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety
236. zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations
237. are filed with the county recorder in each county where the zoned area is located. If you would like to determine
238. if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is
239. located.

240. **J. NOTICE REGARDING CARBON MONOXIDE DETECTORS:** MN Statute 299F.51 requires Carbon Monoxide
241. Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not
242. be personal property and may or may not be included in the sale of the home.

243. **K. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

244. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A
245. person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal
246. remains or human burial grounds is guilty of a felony.

247. Are you aware of any human remains, burials, or cemeteries located on the Property? Yes No

248. If "Yes," please explain: _____

249. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
250. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
251. Statute 307.08, Subd. 7.

252. **L. ENVIRONMENTAL CONCERNS:** To your knowledge, have any of the following previously existed or do they
253. currently exist on the Property?

- | | | | | | |
|--|---|--|-----------------------------------|------------------------------|--|
| 254. (1) Animal/Insect/Pest Infestation? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | (6) Lead? (e.g., paint, plumbing) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 255. (2) Asbestos? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (7) Mold? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 256. (3) Diseased trees? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (8) Soil problems? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 257. (4) Formaldehyde? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (9) Underground storage tanks? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 258. (5) Hazardous waste/substances? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | (10) Vapor intrusion? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

259. (11) Other? _____ Yes No

260. (12) Have you ever been contacted or received any information from any governmental
261. authority pertaining to possible or actual environmental contamination (e.g., vapor
262. intrusion, drinking water, and/or soil contamination, etc.) affecting the Property? Yes No

263. (13) Are you aware if there are currently, or have previously been, any orders issued
264. on the Property by any governmental authority ordering the remediation of a
265. public health nuisance on the Property? Yes No

266. If answer above is "Yes," all orders HAVE HAVE NOT been vacated.
------(Check one.)-----

267. (14) Please provide clarification or further explanation for all applicable "Yes" responses in Section L.

268. **Found and trapped one mouse in basement in July 2022, BOGO Pest Control hired to seal up
any possible entry points and have not had any mice since then.**

269.
270.
271.

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

272. Page 7

273. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.274. Property located at 3531 Grand Avenue S Minneapolis MN 55408.275. **M. RADON DISCLOSURE:** (The following Seller disclosure satisfies MN Statute 144.496.)

276. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
 277. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends
 278. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can
 279. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

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

285. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
 286. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and
 287. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

288. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
 289. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
 290. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
 291. the court. Any such action must be commenced within two years after the date on which the buyer closed the
 292. purchase or transfer of the real Property.

293. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
 294. knowledge.

295. (a) Radon test(s) **HAVE** **HAVE NOT** occurred on the Property.
 -----(Check one.)-----

296. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE: Seller shall attach the most**
 297. **current records and reports pertaining to radon concentration within the dwelling:**
 298. 2018 Radon Testing- Overall Radon Average is 1.6 pCi/L. This is **BELOW** the "Action
 Level" of 4.0 pCi/L. See attached.

299. (c) There **IS** **IS NOT** a radon mitigation system currently installed on the Property.
 -----(Check one.)-----

301. If "**IS**," Seller shall disclose, if known, information regarding the radon mitigation system, including system
 302. description and documentation.

303.

304.

305. **EXCEPTIONS:** See Section R for exceptions to this disclosure requirement.

306. **N. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
 307. Seller's knowledge.

308. **Notices:** Seller **HAS** **HAS NOT** received a notice regarding **any** proposed improvement project from **any**
 -----(Check one.)-----

309. assessing authorities, the costs of which project may be assessed against the Property. If "HAS," please attach
 310. and/or explain:

311.

312.

313.

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

314. Page 8

315. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

316. Property located at 3531 Grand Avenue S Minneapolis MN 55408.

317. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
 318. ordinary buyer's use or enjoyment of the Property or any intended use of the Property? Yes No

319. If "Yes," explain:

320.

321.

322.

323.

324. **O. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect
 325. many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
 326. leaving the home.

327. Examples of exterior moisture sources may be:

- 328. • improper flashing around windows and doors,
- 329. • improper grading,
- 330. • flooding,
- 331. • roof leaks.

332. Examples of interior moisture sources may be:

- 333. • plumbing leaks,
- 334. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 335. • overflow from tubs, sinks, or toilets,
- 336. • firewood stored indoors,
- 337. • humidifier use,
- 338. • inadequate venting of kitchen and bath humidity,
- 339. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 340. • line-drying laundry indoors,
- 341. • houseplants—watering them can generate large amounts of moisture.

342. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
 343. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
 344. Therefore, it is very important to detect and remediate water intrusion problems.

345. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to
 346. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious
 347. health problems, particularly in some immunocompromised individuals and people who have asthma or allergies
 348. to mold.

349. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
 350. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the
 351. Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
 352. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the
 353. Property.

354. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
 355. offender registry and persons registered with the predatory offender registry under MN Statue 243.166
 356. may be obtained by contacting the local law enforcement offices in the community where the property
 357. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of
 358. Corrections web site at www.corr.state.mn.us.

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

359. Page 9

360. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.361. Property located at 3531 Grand Avenue S Minneapolis MN 55408.**362. Q. MN STATUTES 513.52 THROUGH 513.60: SELLER'S MATERIAL FACT DISCLOSURE:**363. **Exceptions:** The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

364. (1) real property that is not residential real property;
365. (2) a gratuitous transfer;
366. (3) a transfer pursuant to a court order;
367. (4) a transfer to a government or governmental agency;
368. (5) a transfer by foreclosure or deed in lieu of foreclosure;
369. (6) a transfer to heirs or devisees of a decedent;
370. (7) a transfer from a co-tenant to one or more other co-tenants;
371. (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of Seller;
372. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
373. (10) a transfer of newly constructed residential property that has not been inhabited;
374. (11) an option to purchase a unit in a common interest community, until exercised;
375. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
376. (13) a transfer to a tenant who is in possession of the residential real property; or
377. (14) a transfer of special declarant rights under section 515B.3-104.

380. MN STATUTES 144.496: RADON AWARENESS ACT

381. The seller disclosure requirements of MN Statute 144.496 DO NOT apply to (1)-(9) and (11)-(14) above. Sellers

382. of newly constructed residential property must comply with the disclosure requirements of MN Statute 144.496.

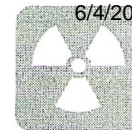
383. **Waiver:** The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the

384. prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not

385. waive, limit, or abridge any obligation for seller disclosure created by any other law.

386. No Duty to Disclose:

387. (A) There is no duty to disclose the fact that the Property
388. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
389. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
390. (2) was the site of a suicide, accidental death, natural death, or perceived paranormal activity; or
391. (3) is located in a neighborhood containing any adult family home, community-based residential facility, or
392. nursing home.
393. (B) **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
394. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely
395. manner, provides a written notice that information about the predatory offender registry and persons
396. registered with the registry may be obtained by contacting the local law enforcement agency where the
397. property is located or the Department of Corrections.
398. (C) The provisions in paragraphs (A) and (B) do not create a duty to disclose any facts described in paragraphs
399. (A) and (B) for property that is not residential property.
400. (D) **Inspections.**
401. (1) Except as provided in paragraph (2), Seller is not required to disclose information relating to the real
402. Property if a written report that discloses the information has been prepared by a qualified third party
403. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a
404. federal, state, or local governmental agency, or any person whom Seller or prospective buyer reasonably
405. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
406. or investigation that has been conducted by the third party in order to prepare the written report.
407. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
408. information included in a written report under paragraph (1) if a copy of the report is provided to Seller.



Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. 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 non-smokers, 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.

Radon Warning Statement

“The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radontest 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**. This means keep all windows and doors closed, except for normal entry and exit.

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.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- 4 inches away from other objects
- in a location where it won't be disturbed
- 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. Here are the two most common.

Continuous Radon Monitor (CRM)

This test is completed by a certified radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

All radon tests should be conducted by a licensed professional. This ensures the test was conducted properly, in the correct location(s), which includes testing the lowest liveable level in each unique foundation type and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional. A list of these licensed radon mitigation professionals can be found on MDH's Radon website.

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 \$1,200 to \$2,500.

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.

Radon Information on the Web:

www.health.state.mn.us/radon

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