

SEPTIC SYSTEM DISCLOSURE / TRANSFER AGREEMENT

LAKE COUNTY, MN

LAKE COUNTY ORDINANCE #11 REQUIRES A COMPLIANCE INSPECTION OF SUBSURFACE SEWAGE TREATMENT SYSTEMS (SSTS) PRIOR TO PROPERTY TRANSFER (POINT OF SALE) BY A LICENSED SEPTIC INSPECTOR. THE STATUS OF THE SSTS MUST BE DISCLOSED BY THE PROPERTY OWNER(S) ("SELLER") BEFORE THE SALE OR TRANSFER OF THAT PROPERTY TO ANOTHER INDIVIDUAL(S) ("BUYER"). THE FOLLOWING ARE CONDITIONS OF WHICH THE BUYER NEEDS TO BE AWARE.

TODAY'S DATE: _____ PROPERTY TRANSFER DATE: _____

PARCEL # _____ - _____ - _____

PROPERTY ADDRESS: _____

CITY: _____ ZIP: _____ TSP: _____

SSTS INFORMATION

CHECK To the best of my knowledge, this transfer is EXEMPT for the following reason(s):

- | | |
|--------------------------|--|
| <input type="checkbox"/> | The system has been installed in the last twelve (12) years with a valid SSTS permit or a passing Compliance Inspection has been completed within the last eight (8) years. |
| <input type="checkbox"/> | A signed disclosure statement is presented indicating that no SSTS exists nor is one required on the property. |
| <input type="checkbox"/> | Court rulings for wills, probate actions, divorce, estate settlements. |
| <input type="checkbox"/> | The affected tract of land is without buildings or contains no dwellings or other buildings with plumbing fixtures. |
| <input type="checkbox"/> | The transfer does not require the filing of a Certificate of Real Estate Value, as described in Minnesota Statutes, Section 272.115, subdivision 1. |
| <input type="checkbox"/> | The sale or transfer completes a contract for deed or purchase agreement entered into prior to the effective date of this Ordinance. This subsection applies only to the original vendor and vendee on such a contract. |
| <input type="checkbox"/> | Any dwellings or other buildings that are connected exclusively to a municipal wastewater treatment system; any dwellings or other buildings that are located within the jurisdiction of a County approved agreement requiring exclusively connection to the wastewater treatment system of any municipality; or, and dwellings or other buildings that are connected exclusively to an approved wastewater treatment facility other than an individual sewage treatment system. |

SSTS INFORMATION

CHECK Status of the SSTS is determined to be:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | COMPLIANT: The septic system meets all current standards. The Seller must provide the Buyer a Certificate of Compliance. A valid Certificate of Compliance issued by the Planning and Zoning Department (Department) for a system built within 12 years or a passing Compliance issued within 8 years for systems older than 12 years. |
| <input type="checkbox"/> | OPERATING PERMIT REQUIREMENTS: Operating permits are not transferable. A new operating permit must be issued in the name of the new owner. At time of property transfer, the buyer shall complete and submit to the Department an application for transfer of an SSTS operating permit. |
| <input type="checkbox"/> | NONCOMPLIANT: SSTS found not to be in compliance with MN Rules, Ch. 7080.1500, Subp. 4A or 7081.0080, Subp. 3 must be repaired or replaced within 10 months or as directed under MS. Ch. 145A. <i>The seller or buyer must provide sufficient security in the form of an escrow or trust agreement to assure the installation of a complying SSTS per Lake Co Ordinance #11 Article VIII, Sec. 1.03, 1. c.</i> |
| <input type="checkbox"/> | IMMINENT THREAT TO PUBLIC HEALTH: The septic system is identified as an Imminent Threat to Public Health and immediate action is required. The Seller must provide the Notice of Imminent Threat to Public Health to the Buyer. Buyer and Seller must complete the Transfer Agreement on the back of this form and submit to the Department an application, permit fee and design within 30 days; or by June 1 st , if frozen soil conditions exist. <i>Refer to Article IV, Sec. 2.0, 2.02, for potential holding tank use.</i> |

To the best of my knowledge this information is correct (please print names).

Seller name:	Buyer Name:
Signature:	Signature:
Seller Name:	Buyer Name:
Signature:	Signature:

Reminder: If the system has NOT been inspected, or if the system is classified as Noncompliant or an Imminent Threat to Public Health, the Buyer and Seller must complete the back of this form and submit it to the Planning & Zoning Department within the respective time lines identified above. **INCOMPLETE FORMS WILL BE RETURNED**

TRANSFER AGREEMENT

When a Compliance Inspection CANNOT be performed PRIOR to Property Transfer

If, at any time, a Compliance Inspection cannot be performed **prior to the property transfer, this Transfer Agreement and a copy of an escrow or trust agreement**, as noted in **Lake County Ordinance #11, Article VIII, 1.03, B**, must be submitted to the Lake County Planning & Zoning Department at 601 3rd Avenue, Two Harbors, MN 55616. The results of the Compliance Inspection must be submitted to the Department within 30 (thirty) days after the transfer. However, if the transfer takes place when a Compliance Inspection cannot be performed due to frozen soil conditions, the Compliance Inspection must be performed by the following June 1st.

Agreement Date:	Property Transfer Date:		
Parcel #:	Comments about this Transfer:		
Property Address:	City:	Zip code:	Township:
<input type="checkbox"/> Seller OR <input type="checkbox"/> Buyer Takes responsibility for assuring the compliance inspection is performed and submitted to Lake County Planning & Zoning.			

When a System is classified NONCOMPLIANT or IMMINENT THREAT to PUBLIC HEALTH...

and the system upgrade does not occur prior to the property transfer, this **Transfer Agreement and a copy of an escrow or trust agreement**, as noted **in Lake County Ordinance #11 Article VIII, Sec. 1.03, 1.C.** must be submitted to the Planning & Zoning Department at 601 3rd Avenue, Two Harbors, MN 55616.

Check	Seller and Buyer have agreed to accept responsibility to finance the improvements as follows:		
	The Seller (s) agrees to pay the entire cost to upgrade or replace the failing SSTS.		
	The Buyer (s) agrees to pay the entire cost to upgrade or replace the failing SSTS.		
	Seller and Buyer agree to share the cost of upgrading or replacing the failing SSTS as follows:		
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Seller's Portion:</td> <td style="width: 50%;">Buyer's Portion:</td> </tr> </table>	Seller's Portion:	Buyer's Portion:
Seller's Portion:	Buyer's Portion:		

Signatures and Contact Information Required (please print names)

Seller Name:		Buyer Name:	
Signature:		Signature:	
Seller Name:		Buyer Name:	
Signature:		Signature:	
Mailing Address:		Mailing Address:	
City, ST, Zip		City, ST, Zip	
Phone #:		Phone#:	

INCOMPLETE FORMS WILL BE RETURNED