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27209

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

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- 1. Date July 15, 2022
2. Page 1 of pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at Wilson Frontage Drive
6. City of Winona, County of Winona
7. State of Minnesota, Zip Code 55987 ("Property").

8. NOTICE: Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
9. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
10. prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the
11. following two options. Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
13. warranties the party(ies) may wish to obtain.

14. (Select one option only.)

15. 1) [] QUALIFIED THIRD-PARTY INSPECTION: Seller shall provide to prospective Buyer a written report that
16. discloses material information relating to the real Property that has been prepared by a qualified third party.
17. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or
18. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
19. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
20. written report.

21. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information
22. that is included in a written report, or material facts known by Seller that are not included in the
23. report.

24. The inspection report was prepared by
25. , and dated .

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

28.
29.
30.

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

33.
34.
35.

36. 2) [x] WAIVER: The written disclosure required may be waived if Seller and prospective Buyer agree in writing.
37. Seller and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. NOTE: If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any
41. intended use of the Property, other than those disclosure requirements created by any other law.
42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the
44. Property that occur, other than those disclosure requirements created by any other law.

45. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or
46. abridge any obligation for Seller disclosure created by any other law.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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48. Property located at XX9 Wilson Frontage Drive Winona 55987

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

56. Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
57. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
58. *Subsurface Sewage Treatment System*.)

59. There is a subsurface sewage treatment system on or serving the above-described real Property.
60. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)

61. There is an abandoned subsurface sewage treatment system on the above-described real Property.
62. (See *Disclosure Statement: Subsurface Sewage Treatment System*.)

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. (Check appropriate box(es).)

65. Seller does not know of any wells on the above-described real Property.

66. There are one or more wells located on the above-described real Property. (See *Disclosure Statement: Well*.)

67. This Property is in a Special Well Construction Area.

68. There are wells serving the above-described Property that are not located on the Property.

69. **Comments:**

70. Sellers have not occupied the subject property, both sellers reside out of state and are
71. handling this transaction as part of an estate settlement.

71. - PID 16 000 3550 & 160003540

72. **C. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
73. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
74. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

75. Seller represents that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
76. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
77. survive the closing of any transaction involving the Property described here.

78. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
79. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
80. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

81. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
82. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
83. Revenue Code.

84. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
85. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
86. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
87. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

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SELLER'S DISCLOSURE ALTERNATIVES**

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89. Property located at XX9 Wilson Frontage Drive Winona 55987

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

91. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

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

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

94. (See Disclosure Statement: Methamphetamine Production.)

95. **E. RADON DISCLOSURE:**

96. (The following Seller disclosure satisfies MN Statute 144.496.)

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

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

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

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

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

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

117. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
118. current records and reports pertaining to radon concentration within the dwelling:

119. _____
120. _____
121. _____

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

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

125. _____
126. _____
127. _____

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

**DISCLOSURE STATEMENT:
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133. Property located at XX9 Wilson Frontage Drive Winona 55987

134. **G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

135. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
136. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
137. sale of the home.

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

141. Examples of exterior moisture sources may be
142. • improper flashing around windows and doors,
143. • improper grading,
144. • flooding,
145. • roof leaks.

146. Examples of interior moisture sources may be
147. • plumbing leaks,
148. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
149. • overflow from tubs, sinks, or toilets,
150. • firewood stored indoors,
151. • humidifier use,
152. • inadequate venting of kitchen and bath humidity,
153. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
154. • line-drying laundry indoors,
155. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

MN:DS:SDA-4 (8/21)

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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173. Property located at XX9 Wilson Frontage Drive Winona 55987

174. **J. SELLER'S STATEMENT:**

175. (To be signed at time of listing.)

176. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
177. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
178. Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
179. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
180. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
181. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
182. provide a copy to the prospective buyer.

183. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
184. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
185. that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of
186. the Property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment*
187. *to Disclosure Statement* form.

188. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
189. and will NOT disclose any new or changed information regarding facts.

190. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
191. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
192. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
193. *Disclosure* form.

194. Mary Anderson PR 7/15/22 [Signature] PR 7/15/2022
(Seller) (Date) (Seller) (Date)

195. **K. BUYER'S ACKNOWLEDGEMENT:**

196. (To be signed at time of purchase agreement.)

197. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
198. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
199. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
200. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
201. for any inspections or warranties the party(ies) may wish to obtain.

202. The information disclosed is given to the best of the Seller's knowledge.

203. _____
(Buyer) (Date) (Buyer) (Date)

204. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
205. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

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- 1. Date July 15, 2022
- 2. Page 1 of _____ pages:
- 3. THE REQUIRED MAP IS ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

27209

5. Property located at ~~XXX~~ Wilson Frontage Drive

6. City of Winona, County of Winona

7. State of Minnesota, Zip Code 55987, legally described as follows or on attached sheet:

8. Sect-36 Twp-106 Range-008 9.00 AC PAR CONTG 10 AC IN N1/2 SW1/4 ("Property").

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

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

15. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

20. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection of costs from Seller. An action under this subdivision must be commenced within two years after the date on which Buyer closed the purchase of the real property where the system is located.

26. Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates subsurface sewage treatment systems for further information about these issues.

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

31. **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (Check the appropriate boxes.)

32. Seller certifies that the following subsurface sewage treatment system is on or serving the above-described Property.

33. TYPE: (Check appropriate box(es) and indicate location on attached Disclosure Statement: Location Map.)

34. Septic Tank: with drain field with mound system seepage tank with open end

35. Is this system a straight-pipe system? Yes No Unknown

36. Sealed System (holding tank)

37. Other (Describe.): _____

38. Is the subsurface sewage treatment system(s) currently in use? Yes No

39. Is the above-described Property served by a subsurface sewage treatment system

40. located entirely within the Property boundary lines, including setback requirements? Yes No

41. If "No," please explain:

42. _____

43. Comments:

44. Sellers have no knowledge as to the details of the septic system.



DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

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46. Property located at XX9 Wilson Frontage Drive Winona 55987

47. Is the subsurface sewage treatment system(s) a shared system? Yes No

48. If "Yes,"

49. (1) How many properties or residences does the subsurface sewage treatment system serve?

50. _____

51. (2) Is there a maintenance agreement for the shared subsurface sewage treatment system? Yes No

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

53. **NOTE: If any water use appliance, bedroom, or bathroom has been added to the Property, the system may**
54. **no longer comply with applicable sewage treatment system laws and rules.**

55. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
56. compliance status of the subsurface sewage treatment system.

57. _____

58. _____

59. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.

60. When was the subsurface sewage treatment system installed? _____

61. Installer Name/Phone _____

62. Where is tank located? _____

63. What is tank size? _____

64. When was tank last pumped? _____

65. How often is tank pumped? _____

66. Where is the drain field located? _____

67. What is the drain field size? _____

68. Describe work performed to the subsurface sewage treatment system since you have owned the Property.

69. _____

70. _____

71. Date work performed/by whom: _____

72. _____

73. Approximate number of:

74. people using the subsurface sewage treatment system _____

75. showers/baths taken per week _____

76. wash loads per week _____

77. **NOTE: Changes in the number of people using the subsurface sewage treatment system or volume of water**
78. **used may affect the subsurface sewage treatment system performance.**

79. Distance between well and subsurface sewage treatment system? _____

80. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?

81. (If "Yes," see attached notice.) Yes No

82. Are there any known defects in the subsurface sewage treatment system? Yes No

83. If "Yes," please explain:

84. _____

85. _____

**DISCLOSURE STATEMENT: SUBSURFACE
SEWAGE TREATMENT SYSTEM**

86. Page 3

87. Property located at XX9 Wilson Frontage Drive Winona 55987

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

89. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or
90. assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in
91. connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to a
92. real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
93. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
94. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
95. buyer, the real estate licensee must provide a copy to the prospective buyer.

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

100. Mary Anderson PR 7/15/22 [Signature] PR 7/15/2022
(Seller) (Date) (Seller) (Date)

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

102. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Subsurface Sewage Treatment*
103. *System and Disclosure Statement: Location Map* and agree that no representations regarding facts have been made
104. other than those made above.

105. _____
(Buyer) (Date) (Buyer) (Date)

106. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
107. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN-DS:SSTS-3 (8/21)



DISCLOSURE STATEMENT: WELL

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- 1. Date July 15, 2022
- 2. Page 1 of _____ pages: THE REQUIRED MAP
- 3. IS ATTACHED HERE AND MADE A PART OF THIS
- 4. DISCLOSURE

5. Minnesota Statute 103I.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well.

6. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

7. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.

8. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates wells for further information about these issues. For additional information on wells, please visit the Minnesota Department of Health's website at www.health.state.mn.us.

9. **Instructions for completion of this form are on page three (3).**

10. **PROPERTY DESCRIPTION:** Street Address: 23209 Wilson Frontage Drive

11. City of Winona, County of Winona

12. State of Minnesota, Zip Code 55987

13. **LEGAL DESCRIPTION:**

14. Sect-36 Twp-106 Range-008 9.00 AC PAR CONTG 10 AC IN N1/2 SW1/4

15. _____ ("Property").

16. **WELL DISCLOSURE STATEMENT: (Check appropriate boxes.)**

17. Seller certifies that the following wells are located on the above-described real Property.

28.	MN Unique	Well	Year of	Well	IN USE	NOT IN	SHARED	SEALED
29.	Well No.	Depth	Const.	Type		USE		
30.	Well 1	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Well 2	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	Well 3	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

33. Is this property served by a well not located on the Property? Yes No

34. If "Yes," please explain:

35. _____

36. **NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 102-113. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.**

37. If the well is, "Shared":

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

39. (2) Who manages the shared well? _____

40. (3) Is there a maintenance agreement for the shared well? Yes No

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

DISCLOSURE STATEMENT: WELL

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46. Property located at XX9 Wilson Frontage Drive Winona 55987

47. **OTHER WELL INFORMATION:**

48. Date well water last tested for contaminants: _____ Test results attached? Yes No

49. Contaminated Well: Is there a well on the Property containing contaminated water? Yes No

50. Comments:
Sellers have not occupied the property.

51.

52.

53.

54.

55.

56.

57. **SEALED WELL INFORMATION:** For each well designated as sealed above, complete this section.

58. When was the well sealed? _____

59. Who sealed the well? _____

60. Was a Sealed Well Report filed with the Minnesota Department of Health? Yes No

61. **MAP: Complete the attached Disclosure Statement: Location Map showing the location of each well on the**
62. **real Property.**

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

65. **INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT**

66. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise
67. constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater.

68. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been
69. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this
70. date, you should have the unique well number in your property records. If you are unable to locate your unique well
71. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number
72. is available, please indicate the depth and year of construction for each well.

73. **WELL TYPE:** Use one of the following terms to describe the well type.

74. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use.

75. Examples of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal
76. wells.

77. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically
78. large-diameter wells connected to a large pressure distribution system.

79. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is
80. typically used to access groundwater for the extraction of samples.

81. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction
82. or use of underground spaces.

83. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract
84. groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat
85. loops).

DISCLOSURE STATEMENT: WELL

87. WELL USE STATUS: Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.

88. IN USE: A well is "in use" if the well is operated on a daily, regular, or seasonal basis. A well in use includes
89. a well that operates for the purpose of irrigation, fire protection, or emergency pumping.

90. NOT IN USE: A well is "not in use" if the well does not meet the definition of "in use" above and has not
91. been sealed by a licensed well contractor.

92. SEALED: A well is "sealed" if a licensed contractor has completely filled a well by pumping grout material
93. throughout the entire bore hole after removal of any obstructions from the well. A well is "capped" if it has
94. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry
95. into the well. A "capped" well is not a "sealed" well.

96. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing
97. contractor, check the well status as "not in use."

98. If you have any questions, please contact the Minnesota Department of Health, Well Management Section,
99. at (651) 201-4587 (metropolitan Minneapolis-St. Paul) or 1-800-383-9808 (greater Minnesota).

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

101. Seller(s) hereby states that the facts as stated above are true and accurate and authorizes any licensee(s) representing
102. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
103. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to
104. a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
105. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
106. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
107. buyer, the real estate licensee must provide a copy to the prospective buyer.

108. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here
109. (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or
110. enjoyment of the Property or any intended use of the Property that occur up to the time of closing. To disclose
111. new or changed facts, please use the Amendment to Disclosure Statement form.

112. [Handwritten signature and date PR 7/15/22] [Handwritten signature and date PR 7/15/2022]
(Seller) (Date) (Seller) (Date)

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

114. I/We, the Buyer(s) of the Property, acknowledge receipt of this Disclosure Statement: Well and Disclosure Statement:
115. Location Map and agree that no representations regarding facts have been made other than those made above.

116. _____
(Buyer) (Date) (Buyer) (Date)

117. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
118. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.