



**DISCLOSURE STATEMENT: WELL**

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- 1. Date 6/11/2020
- 2. Page 1 of 8 pages: THE REQUIRED MAP
- 3. IS ATTACHED HERE AND MADE A PART OF THIS
- 4. DISCLOSURE

5. Minnesota Statute 1031.235 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. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

10. 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.

15. 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](http://www.health.state.mn.us).

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

20. **PROPERTY DESCRIPTION:** Street Address: 22976 Greenland Lane,  
 21. City of Elysian, County of LeSueur,  
 22. State of Minnesota, Zip Code 56028.

23. **LEGAL DESCRIPTION:** \_\_\_\_\_  
 24. \_\_\_\_\_  
 25. \_\_\_\_\_ ("Property").

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

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

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SHARED	SEALED
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: See Attached Well Agreement

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.**

40. If the well is, "Shared":  
 41. (1) How many properties or residences does the shared well serve? 7  
 42. (2) Who manages the shared well? Marjorie Edwards - Toepfel  
 43. (3) Is there a maintenance agreement for the shared well?  Yes  No  
 44. If "Yes," what is the annual maintenance fee? \$ 100.00

**DISCLOSURE STATEMENT: WELL**

46. Property located at 22976 Greenland Ln, Elysian

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: \_\_\_\_\_

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 Location Map showing the location of each well on the real Property.**

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

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

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

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

76. John D. Hoehne 6/11/20 Agnes Hoehne 6/11/20  
(Seller) (Date) (Seller) (Date)

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

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

80. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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





## DISCLOSURE STATEMENT: WELL

83. Page 3

### 84. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

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

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

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

93. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use. Examples  
94. of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal wells.

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

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

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

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

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

105. **IN USE:** A well is “in use” if the well is operated on a daily, regular, or seasonal basis. A well in use includes  
106. a well that operates for the purpose of irrigation, fire protection, or emergency pumping.

107. **NOT IN USE:** A well is “not in use” if the well does not meet the definition of “in use” above and has not been  
108. sealed by a licensed well contractor.

109. **SEALED:** A well is “sealed” if a licensed contractor has completely filled a well by pumping grout material  
110. throughout the entire bore hole after removal of any obstructions from the well. A well is “capped” if it has  
111. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry  
112. into the well. A “capped” well is not a “sealed” well.

113. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing  
114. contractor, check the well status as “not in use.”

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

MN-DS:W-3 (8/19)

WELL AGREEMENT

209008

This Agreement concerns the following described parcels  
of real estate, to-wit:

Lots One (1) through Nine (9), Block One (1),  
Greenland Crest Addition, LeSueur County,  
Minnesota,

and by this agreement the parties hereto desire to enter into  
and establish a mutual well agreement, and to set forth herein  
the obligations each party has with respect to maintenance  
and operating costs of the well.

NOW THEREFORE, In consideration of the mutual promises  
and covenants hereinafter set forth, it is agreed as follows:

I

A well shall be drilled and a pump installed in the South-  
west corner of Lot Four (4), Block One (1), Greenland Crest  
Addition, LeSueur County, Minnesota, and a water main pipeline  
shall be installed within the area of the plat of Greenland  
Crest Addition which is designated as a drainage and utility  
easement, so that said water main pipeline will serve and  
run along the south edge of Lots One (1) through Seven (7),  
inclusive, Block One (1), Greenland Crest Addition, LeSueur  
County, Minnesota.

The owner or contract purchaser of each of Lots One (1)  
through Seven (7), inclusive, Block One (1), Greenland Crest  
Addition, shall pay one-seventh of the total cost of the in-  
stallation of the well, pump, and water main pipeline referred  
to above, with said payment to be made to the Well Association  
hereinafter established, within a reasonable period of time  
after completion of the well.

In further consideration of the premises, it is understood  
and agreed that the owners of Lots Eight (8) and Nine (9)  
of this subdivision shall have, at their option within a period



209008

of three years from March 1, 1988, the right of access to this well system, upon payment by them to the association hereinafter established of an amount of money to be determined by the following formula: at such time as the owner of either Lot Eight (8) or Lot Nine (9) joins the association, said owner shall pay the association one-eighth of the total cost of the installation of the well system; and, at such time as the other owner of either Lot Eight (8) or Lot Nine (9) joins the association, said owner shall pay to the association one-ninth of the total cost of the installation of said well system. It being the intention that at the time of said payments, if any, the owners of lots who have previously purchased an interest in the well system shall receive a pro rata share refund, the amount of which shall be determined by the Well Association.

II

There is hereby established a Well Association, consisting of the owners of all lots serviced by the well which is the subject of this agreement, and which association shall be governed by a President and a Secretary-Treasurer. Each such lot owner shall have one vote at association meetings.

It shall be the duty of the President to call annual and special meetings of the association, preside over the meetings and serve as auditor of the books of the association. It shall be the duty of the Secretary-Treasurer to maintain the financial and historical books of the association, to collect the dues, pay the bills, and make an annual accounting.

The President and Secretary-Treasurer shall each be elected to serve a one-year term, with said positions being up for election at each annual meeting. Neither the President or the Secretary-Treasurer shall receive any salary or wages for serving in that capacity.

209008

III

Each lot owner shall pay annual dues of \$45.00, beginning at the time each said lot begins using water from the system, with the dues being payable at the time of each annual meeting which is hereby set for March 1, said dues to be paid in advance each year.

The amount of the dues to be paid by the property owners shall be subject to amendment at the time of the annual meeting of the association.

IV

Each lot owner shall be responsible for the costs involved in bringing water from the main pipeline of this system to the structure situated on their individual lot.

V

All maintenance costs of the well, as well as charges for electricity, shall be paid by the association.

In the event the funds on hand in the Well Association account are not sufficient to cover the costs of maintenance and repairs to the well, each lot serviced by the well shall then be assessed by the Well Association for its equal share of additional funds necessary for that purpose.

VI

It is agreed by and between the parties hereto that in the event any of the owners or contract purchasers of the lots hereby affected, their heirs and assigns, should fail to pay their dues or assessments, the failure to do so shall create a right in the Well Association and the other owners of the land affected by this agreement to effect collection of said dues or assessments, and that such delinquent dues or assessments shall become a lien against the lot of the person or persons failing to make payment thereof by the filing of a lien statement by the Well Association in the Office

of the County Recorder in and for LeSueur County, Minnesota;  
such lien statement shall set forth the amount due and that  
a lien is claimed against said land; said lien may be foreclosed  
in the same manner as a statutory lien for the improvement  
of real estate.

209008

VII

Any change in this well agreement must be set forth in  
writing and shall be signed by all members.

VIII

Each of the parties hereto, for themselves, their heirs  
and assigns, does hereby grant and convey to the other parties  
hereto a permanent and perpetual easement for the purposes  
herein stated, and this indenture shall be construed as being  
a covenant running with the land and binding upon all of the  
parties hereto, their heirs, personal representatives, and  
assigns, Forever.

IN WITNESS WHEREOF, The parties hereto have signed this  
agreement this 30th day of January, 1988.

Lot One, in Block One

Steven D. Larson  
Steven D. Larson

Joleen A. Larson  
Joleen A. Larson

Lot Two, in Block One

Edward S. Block  
Edward S. Block

Deloris Block  
Deloris Block

Lot Three, in Block One

Eugene C. Edwards  
Eugene C. Edwards

Lot Four, in Block One

Regina M. Jewison  
Regina M. Jewison

Joseph T. Jewison  
Joseph T. Jewison



