

DECLARATION OF WELL AND WATER EASEMENT

This Declaration is made this ____ day of _____, 2020, by Clark Development LLC, a Minnesota limited liability company, hereinafter "Declarant."

WHEREAS, Declarant is the fee owner of the following described property located in Olmsted County, Minnesota, to-wit:

Lots 2 through 4, Block 2; and Lot 8, Block 4, all in Mayowood Estates, collectively the "Lots" and each individually a "Lot"; and

WHEREAS, Declarant proposes to drill a well and pumping system (the "Well") on Lots 3 and 4, Block 2, Mayowood Estates, to provide water to the Lots.

NOW, THEREFORE, in order to insure the proper use and supply of water for the Lots, Declarant hereby imposes and subjects the Lots to the following conditions, reservations, covenants, easements and restrictions:

1. Grant of Easements. Declarant hereby grants, bargains, sells and conveys to the record owners of the fee interest in the Lots, or in the case of a Lot which has been sold on a Contract for Deed, the vendee, (each an "Owner"), their heirs, successors and assigns, a perpetual right to use the Well to obtain water therefrom for household uses and other ordinary residential

uses on said Lots, together with a perpetual easement over, across and under said Lots for the construction, operation, maintenance, repair and replacement of the Well and waterlines from the Well to each of the Lots. The easements granted herein shall be over and across that portion of each Lot described on Exhibit A and depicted in Exhibit B attached hereto as the "Well Easement Area" and the "Waterline Easement Area," respectively. In the event any Owner desires to use the Well for other than residential purposes, including the maintenance of a swimming pool and the like, it shall be necessary to obtain the permission of the Owners of the other Lots.

2. Declarant's Obligations. Declarant shall construct the Well and waterlines from the Well to each of the Lots.

3. Owners' Obligations. The Owner of each Lot shall be responsible for the initial cost of constructing and installing waterlines from his/her Lot line to any improvements constructed on such Lot. Thereafter, to the extent any waterlines and other related appurtenances benefit the Owner of one Lot only, the Owner of such Lot shall maintain and repair the same at his/her sole expense, and to the extent such waterlines and other related appurtenances benefit more than one Lot, the Owners of the benefited Lots shall maintain and repair the same as their joint pro rata equal expense.

4. Operation, Maintenance, Repair and Replacement of the Well. The cost of operating, maintaining, repairing and replacing the Well shall be borne equally by the Owners, their heirs, successors and assigns, from the time said owner connects to the system. The electricity for the operation of the Well shall be centrally metered, and the Owner of each Lot shall be responsible for paying a pro rata share of the charge for electricity. Each Owner shall pay his/her pro rata share of the cost of operating, maintaining, repairing and replacing the Well within 30 days after

notice of cost and, if any Owner shall fail to pay his/her pro rata share of such cost within that time, it shall constitute a lien against his/her Lot and shall bear interest from the date due at the maximum provided by law. The other Owners, or any one of them, may bring an action at law against an Owner failing to pay his/her pro rata share of such cost to pay the same or foreclose the lien against the property pursuant to the statutes of the State of Minnesota relating to mortgage foreclosures by action.

5. Termination of Declaration. In the event that the Well runs dry or is condemned and the use thereof prohibited by the proper authorities, this Declaration shall be null and void unless each Owner shall pay his/her pro rata share of the cost of a new well and pumping system in which case this Declaration shall remain in full force and effect and shall apply to such new well and pumping system.

6. Rights of Successors and Duration. The easements, covenants, restrictions and provisions of this Declaration:

- (a) are made for the direct benefit of the respective Lots and are appurtenant thereto;
- (b) create an equitable servitude upon the respective Lots;
- (c) constitute covenants running with the land;
- (d) shall bind every person or entity having any fee, leasehold or other interest in or encumbrance on any Lot at any time; and
- (e) shall continue in full force and effect perpetually.

7. Modification. No amendment, change or addition to this Declaration shall be effective unless in writing signed by the respective owners of each Lot.

8. Waiver. No waiver of any breach of the easements, rights, obligations, covenants or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

9. Construction. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

CLARK DEVELOPMENT LLC

By _____
Edward D. Clark
Its Manager

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Edward D. Clark, the Manager of Clark Development LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Dunlap & Seeger, P.A.
Attorneys at Law
30 Third Street SE, Suite 400
P.O. Box 549
Rochester, MN 55903-0549
(507) 288-9111

EXHIBIT A
WELL SYSTEM C
(Lots 2, 3 and 4, Block 2)
(Lot 8, Block 4)

Well Easement Description

The Southerly 20 feet of the Easterly 60 feet of Lot 3, Block 2, MAYOWOOD ESTATES, Olmsted County, Minnesota.

ALSO

The Northerly 30 feet of the Easterly 60 feet of Lot 4, Block 2, MAYOWOOD ESTATES, Olmsted County, Minnesota.

Water Line Easement Descriptions

That part of Lot 2, Block 2, MAYOWOOD ESTATES, Olmsted County, Minnesota, lying within a distance of 5.00 feet to the left and 5.00 feet to the right of the following described centerline:

Commencing at the most easterly corner of said Lot 2; thence South 51 degrees 41 minutes 32 seconds West, assumed bearing, along the southeasterly line of said Lot 2, a distance of 20.08 feet to a line which is 20.00 feet southwesterly of, as measured at right angles to and parallel with, the northeasterly line of said Lot 2, for the point of beginning of the centerline to be described; thence North 43 degrees 23 minutes 53 seconds West, along a said parallel line, 214.59 feet; thence North 46 degrees 36 minutes 07 seconds East, 20.00 feet to the northeasterly line of said Lot 2 and there terminating.

ALSO

The Westerly 10 feet of the Easterly 25 feet of Lot 3, Block 2, MAYOWOOD ESTATES, Olmsted County, Minnesota.

ALSO

The Westerly 10 feet of the Easterly 25 feet of the Northerly 53 feet of Lot 4, Block 2, MAYOWOOD ESTATES, Olmsted County, Minnesota.

ALSO

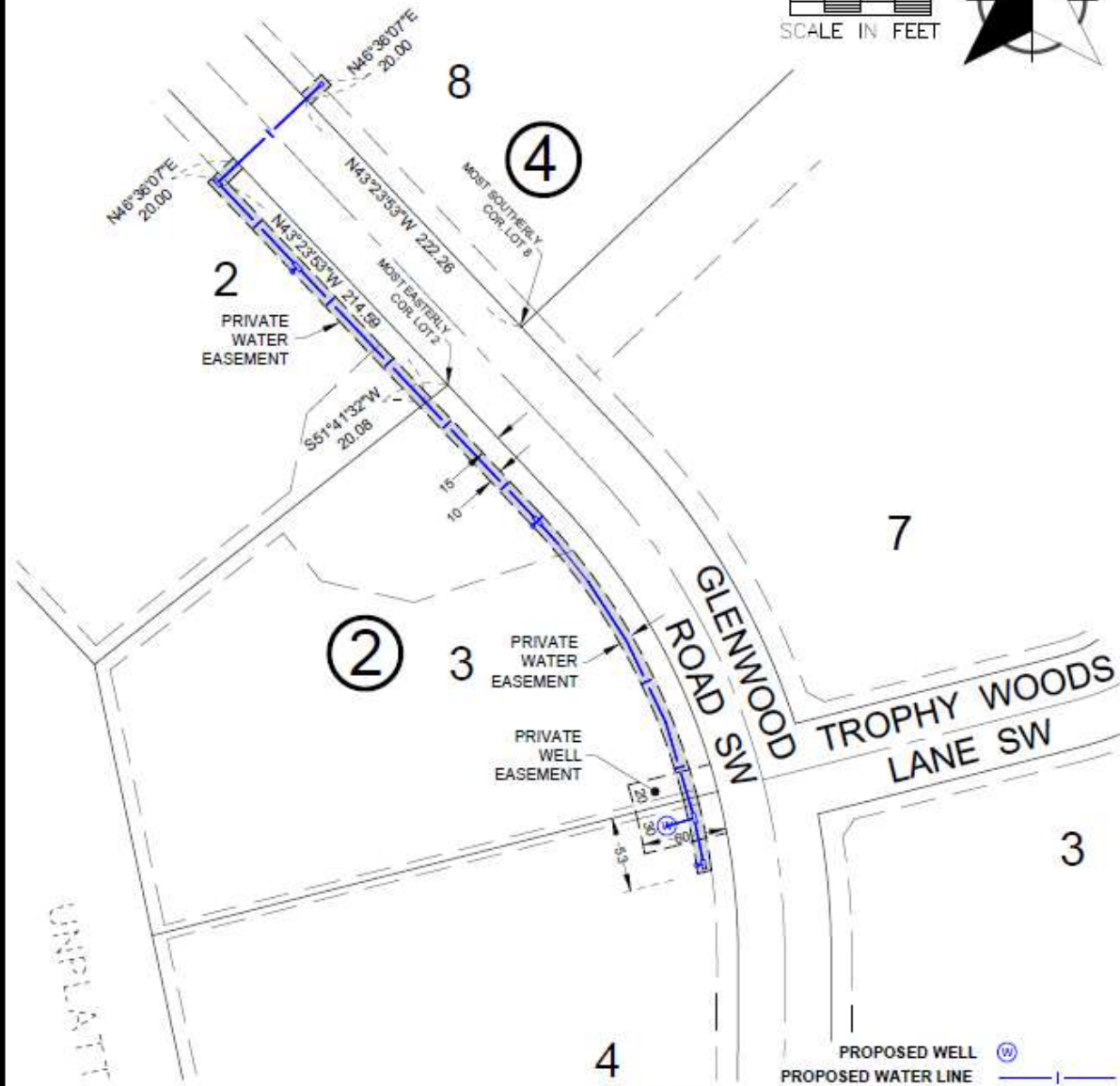
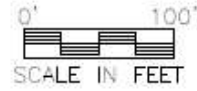
That part of Lot 8, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota, lying within a distance of 5.00 feet to the left and 5.00 feet to the right of the following described centerline:

Commencing at the most southerly corner of said Lot 8; thence North 43 degrees 23 minutes 53 seconds West, assumed bearing, along the southwesterly line of said Lot 8, a distance of 222.26 feet for the point of beginning of the centerline to be described; thence North 46 degrees 36 minutes 07 seconds East, 20.00 feet and there terminating.

EXHIBIT B

WELL EASEMENT EXHIBIT

EASEMENT DESCRIPTIONS:
(SEE ATTACHED)



WELL SYSTEM C
LOTS 2-4, BLOCK 2
LOT 8, BLOCK 4
MAYOWOOD ESTATES

CLIENT: CLARK DEVELOPMENT LLC	3701 40th Avenue NW Rochester, MN 55901
SCALE: 1" = 100'	DRAWN BY: JJR
DATE 09/30/2020	ACCT. NO.: 015630
DWG: 015630 V-EX-WELL	

CONSENT OF MORTGAGEE

The undersigned, Premier Bank Rochester, a banking corporation under the laws of Minnesota, being the holder of that certain Mortgage dated July 14, 2020, and recorded July 14, 2020, as Document No. A-1504768, hereby consents to the attached Well Declaration for Mayowood Estates.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this _____ day of _____, 2020.

Premier Bank Rochester

By _____
Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of Premier Bank Rochester, a banking corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public