

## **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 3 through 7, Block 4 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 6 and 7, Block 4, 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.



**EXHIBIT A**  
**WELL SYSTEM D**  
(Lots 3, 4, 5, 6, and 7, Block 4)

Well Easement Descriptions

The Southerly 60 feet of the Westerly 30 feet of Lot 6, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota.

ALSO

The Southerly 60 feet of the Easterly 20 feet of Lot 7, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota.

Water Line Easement Descriptions

The Easterly 39 feet of the Southerly 10 feet of the Northerly 20 feet of Lot 3, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota.

ALSO

The Southeasterly 10 feet of the Northwesterly 20 feet of Lot 4, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota.

ALSO

The Easterly 10 feet of the Westerly 20 feet of Lot 5, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota.

ALSO

The Northerly 10 feet of the Southerly 20 feet of Lot 6, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota.

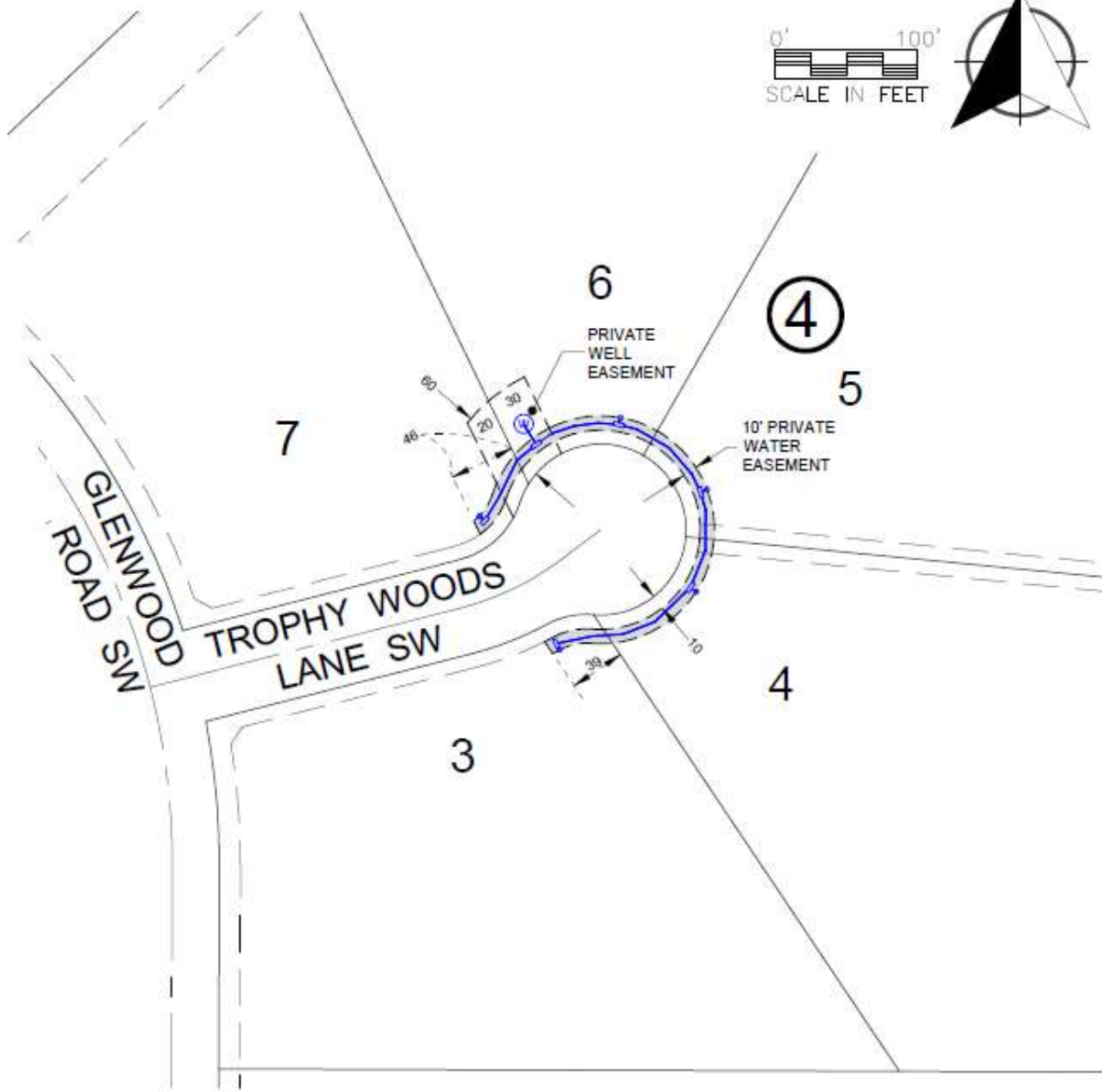
ALSO



The Easterly 46 feet of the Northerly 10 feet of the Southerly 20 feet of Lot 7, Block 4, MAYOWOOD ESTATES, Olmsted County, Minnesota.

**EXHIBIT B**

# WELL EASEMENT EXHIBIT

**EASEMENT DESCRIPTIONS:**  
(SEE ATTACHED)



PROPOSED WELL   
PROPOSED WATER LINE 

WELL SYSTEM D  
LOTS 3-7, BLOCK 4  
MAYOWOOD ESTATES

CLIENT: CLARK DEVELOPMENT LLC	3701 40th Avenue NW Rochester, MN 55901
SCALE: 1" = 100'	DRAWN BY: JJR
DATE: 09/10/2020	ACCT. NO.: 015630
DWG: 015630 V-EX-WELL	



507-218-3745  
www.ws beng.com

## CONSENT OF MORTGAGEE

