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(reserved for recording)

DECLARATION  
OF  
WELL COVENANT

THIS DECLARATION is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by GGD of Rochester, LLC, a Minnesota limited liability company, hereinafter referred to as "Declarant".

I.

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

Lots 1, 2, and, 3 Block 1; Lots 1, 2, 3, 4, 5, and 6, Block 2; and Lots 1, 2, 3, and 4, Block 3 all of Trails of Cascade.

II.

There is now or will be located on Lots 1 and 2 of Block 3 of said Trails of Cascade on the Well Easement Area, as described on the attached Exhibit "A", and as shown on the recorded Plat of Trails of Cascade, a water well and pump to serve the residences on Lots 2 and 3, Block 1; Lots 1, 2, 3, 4, 5, and 6, Block 2; and Lots 1, 2, 3, and 4, Block 3, and the commercial buildings and other improvements on Lot 1, Block 1, all of Trails of Cascade, described above. The water pipes from the water well when the system is completed shall run from the well located on said Lots 1

and 2 of Block 3, to the structures to be constructed on all the above described lots according to the Water Line Easements, as described on the attached Exhibit "A".

### III.

The initial cost of the water well and pump shall be paid by Declarant. Declarant covenants that the well meets or will meet all of the specifications of the State of Minnesota and the Olmsted County Public Health Department.

### IV.

The owners of the above described lots shall be solely responsible for installation, maintenance and repair of the pipeline servicing their respective lots. Upon the connection of the water pipes to the dwellings or other improvements now constructed or to be constructed on the thirteen lots described above, the then owners of said lots shall each be vested with ownership of one-thirteenth (1/13) of said water well and pumping system as their respective interest in said lots may appear.

### V.

Upon the connection of the pipe lines to the dwellings or other improvements now located or to be located on the thirteen lots described above, the then owners of the lots shall share equally the costs of the electrical charge for the operation of the pump in connection with the water well.

### VI.

Any cost incidental to the improvement, maintenance, or operation of said water well and pumping system, including the costs of drilling a new well, whether due to the original well going dry or being condemned and the use thereof prohibited by proper authorities, shall be apportioned equally among the owners of the thirteen lots described above. This paragraph shall be subject to the condition that should any of the owners of said lots themselves cause damage to the water well, pumping system or water lines, then and in that event, said lot owners shall themselves be solely responsible to repair said damage. In the event any owner of said lots shall fail to pay his, her, or its share of the aforesaid costs, including electrical charges referred to in Paragraph V. above, the remaining said owners, or any of them, who are liable for such costs or charges shall be entitled to pay such costs or charges and collect the same by an action at law brought against the said owner failing to pay, which action shall include the right to collect reasonable attorney's fees and costs incurred in such action.

### VII.

The use of water from said water well shall be unlimited for the purpose of one single family residential dwelling on each lot. The use of water from said water well for Lot 1, Block 1 shall be unlimited for its purposes. A single meter shall be provided to measure electrical power used in pumping water for all dwellings and other improvements.



The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Diane Graham and Eugene Reller, Members of GGD of Rochester, LLC, a Minnesota limited liability company.

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Notary Public

This instrument was drafted by:

Jason Wagner  
Ward & Oehler, LTD.  
1801 Greenview Drive SW, Ste 102  
Rochester MN 55902  
507-288-5567  
W-20-447

**CONSENT**

The undersigned, holder of a mortgagee's interest against the real property herein described, hereby agrees and consents to the foregoing instrument and agrees to be bound by all the covenants, conditions and easements therein contained.

IN WITNESS WHEREOF, the said mortgagee has caused this Consent to be signed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**PEOPLES STATE BANK OF PLAINVIEW**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ the \_\_\_\_\_ of Peoples State Bank of Plainview, organized and existing under the laws of Minnesota.

\_\_\_\_\_  
Notary Public

**Exhibit "A"**

WELL SYSTEM A  
(Lots 1, 2 and 3, Block 1)  
(Lots 1, 2, 3, 4, 5 and 6, Block 2)  
(Lots 1, 2, 3 and 4, Block 3)

**Well Easement Area Descriptions**

The South 25 feet of the West 60 feet of Lot 1, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The North 25 feet of the West 60 feet of Lot 2, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

**Water Line Easement Descriptions**

The Easterly 10 feet of the Northerly 10 feet of the Southerly 25 feet of Lot 1, Block 1, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The Northerly 10 feet of the Southerly 25 feet of Lot 2, Block 1, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

A 10.00 foot easement for private utility purposes over, under and across that part of Lot 2, Block 1, THE TRAILS OF CASCADE, Olmsted County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southeast corner of said Lot 2; thence South 89 degrees 58 minutes 23 seconds West, assumed bearing, along the south line of said Lot 2, a distance of 65.09 feet; thence westerly 70.96 feet along said south line and tangential curve, concave northerly, central angle of 08 degrees 42 minutes 20 seconds with a radius of 467.00 feet for the point of beginning of the centerline to be described; thence North 14 degrees 34 minutes 40 seconds East, not tangent to said curve, 16.00 feet and there terminating. The sidelines of said easement are to be prolonged or shortened to terminate on the south line of said Lot 2.

ALSO

The West 10 feet of the North 10 feet of the South 25 feet of Lot 3, Block 1, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The South 5 feet of the East 25 feet of Lot 1, Block 2, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The North 5 feet of the East 25 feet of Lot 2, Block 2, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The Southeasterly 5 feet of the Northeasterly 25 feet of Lot 3, Block 2, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The Northwesterly 5 feet of the Northerly 25 feet, and the Southerly 10 feet of the Northerly 25 feet of Lot 4, Block 2, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The South 10 feet of the North 25 feet of Lot 5, Block 2, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The West 10 feet of the South 10 feet of the North 25 feet of Lot 6, Block 2, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The South 10 feet of the North 25 feet of Lot 1, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota, EXCEPT for the Westerly 15 feet thereof.

ALSO

The Easterly 10 feet of the Westerly 25 feet of Lot 1, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

A 10.00 foot easement for private utility purposes over, under and across that part of Lot 1, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southwest corner of said Lot 1; thence North 00 degrees 01 minute 37 seconds West, assumed bearing, along the west line of said Lot 1, a distance of 22.65 feet; thence northerly 47.78 feet along said west line and tangential curve, concave easterly, central angle of 04 degrees 06 minutes 16 seconds with a radius of 667.00 feet for the point of beginning of the centerline to be described; thence South 89 degrees 58 minutes 23 seconds East, not tangent to said curve, 16.00 feet and there terminating. The sidelines of said easement are to be prolonged or shortened to terminate on said west line of Lot 1.

ALSO

The Northerly and Easterly 10 feet of the Southerly and Westerly 25 feet of Lot 2, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

A 10.00 foot easement for private utility purposes over, under and across that part of Lot 2, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southeast corner of said Lot 2; thence South 89 degrees 58 minutes 23 seconds West, assumed bearing, along the southerly line of said Lot 2, a distance of 178.20 feet; thence northwesterly 107.48 feet along said southerly line and tangential curve, concave northeasterly, central angle of 36 degrees 52 minutes 35 seconds with a radius of 167.00 feet for the point of beginning of the centerline to be described; thence North 36 degrees 50 minutes 57 seconds East, not tangent to said curve, 16.00 feet and there terminating. The sidelines of said easement are to be prolonged or shortened to terminate on said southerly line of Lot 2.

ALSO

The West 10 feet of the North 10 feet of the South 25 feet of Lot 3, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota.

ALSO

The West 10 feet of the South 10 feet of the North 25 feet of Lot 4, Block 3, THE TRAILS OF CASCADE, Olmsted County, Minnesota.