DECLARATION OF WELL AND WATER EASEMENT

This Declaration is made this ____ day of February, 2023 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:

Lots 1 through 6, Block 1, Mayo Woodlands Fourth,

collectively, the “Lots” and each individually a “Lot”; and

WHEREAS, Declarant proposes to drill a well and pumping system (the "Well") on Lot 5, Block 1, Mayo Woodlands Fourth to provide water to the Lots.

NOW, THEREFORE, in order to ensure 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 Areas," 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, including a corporate stop (shutoff valve), 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. To determine the pro rata share of each Lot for the charge for electricity, each Lot's consumption of water from the Well shall be separately metered. To that end, each Owner (other than the Declarant) shall be responsible for installing a meter to measure water consumption on their Lot at the time that a Dwelling is constructed on the Lot. A Lot's monthly pro rata share of the charge of electricity to operate the Well shall be equal to such Lot's pro rata share of Well water consumed by all the Lots served by the Well each month. 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 the 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 rate 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.

In the event that a majority of the Lot Owners using the Well elect to assign the responsibility for reading water meters and for calculating and collecting the charges associated with operating, maintaining, repairing and replacing the Well to the Mayo Woodlands Third Association, Inc. or its successors (the "Association"). The Association

shall accept such assignment and upon doing so shall be entitled to: (a) assess a reasonable fee for its services against all the Lots served by the Well; and (b) pursue all the remedies for collection of Well and water charges described in this Section 4.

5. Termination of Declaration. In the event that the Well runs dry or is condemned and the use thereof prohibited by the proper authorities, the Owners of the Lots served by Well shall promptly cause a new Well to be drilled within and, to the extent necessary, new water lines installed to bring water to the Lots served by the Well. Each Owner shall pay his/her pro rata share of the cost of a new well pumping system, and water lines. This Declaration shall remain in full force and effect and shall apply to such new well and pumping system and any new water lines which are created as a result of the new well

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: President

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this _____ day of _____, 2023, the foregoing instrument was executed, by Edward D. Clark, as the President of Clark Development LLC.

_____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

Frank J. McAnulty
1801 Greenview Dr. SW Suite 102
Rochester MN 55902

EXHIBIT A

WELL EASEMENT AREA

The Southwesterly 30.00 feet of the Northeasterly 40.00 feet of the Northwesterly 30.00 feet of Lot 5, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

WATERLINE EASEMENT AREAS

The South 10.00 feet of the North 20.00 feet of the East 10.00 feet of Lot 1, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The South 10.00 feet of the North 20.00 feet of Lot 2, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The South 10.00 feet of the North 20.00 feet of Lot 3, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The South 10.00 feet of the North 20.00 feet of Lot 4, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The Southwesterly 10.00 feet of the Northeasterly 20.00 feet of Lot 5, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The Southwesterly 10.00 feet of the Northeasterly 20.00 feet of the Northwesterly 10.00 feet of Lot 6, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

WELL & WATERLINE DEPICTION

EXHIBIT B

WELL EASEMENT AREA

The Southwesterly 30.00 feet of the Northeasterly 40.00 feet of the Northwesterly 30.00 feet of Lot 5, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

WATERLINE EASEMENT AREAS

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ALSO

The South 10.00 feet of the North 20.00 feet of Lot 2, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The South 10.00 feet of the North 20.00 feet of Lot 3, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

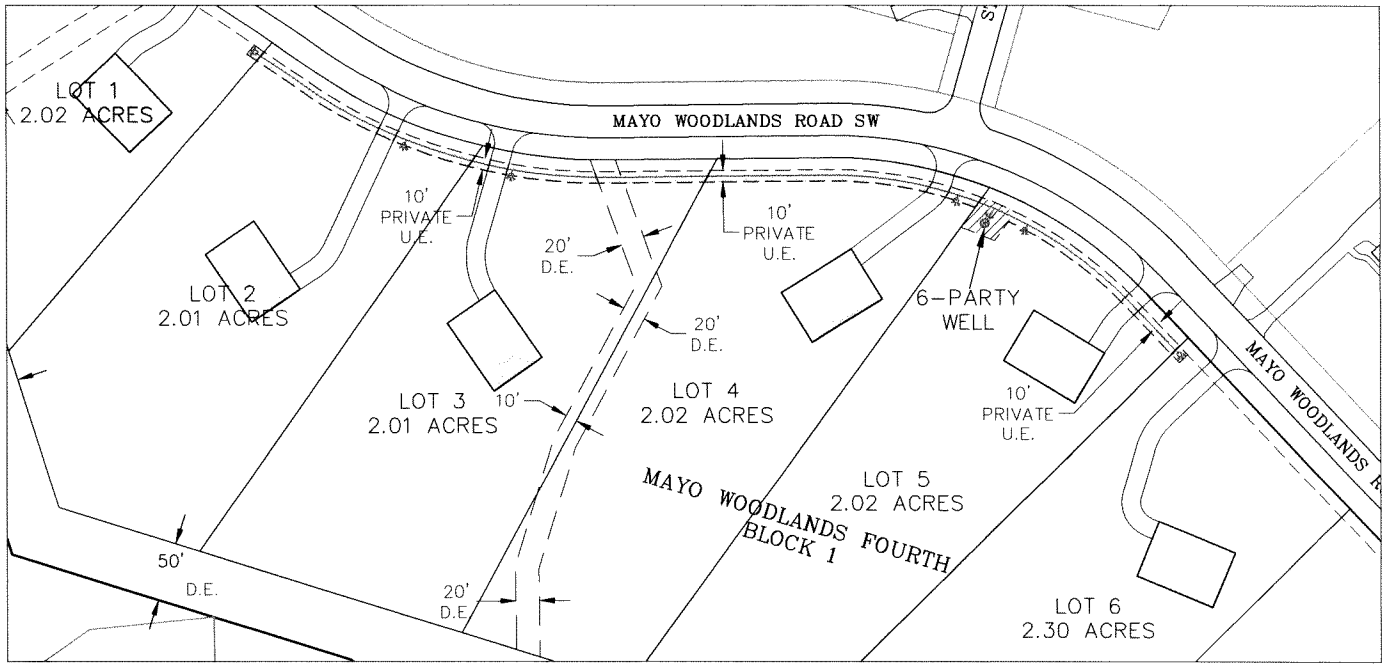
The South 10.00 feet of the North 20.00 feet of Lot 4, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The Southwesterly 10.00 feet of the Northeasterly 20.00 feet of Lot 5, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.

ALSO

The Southwesterly 10.00 feet of the Northeasterly 20.00 feet of the Northwesterly 10.00 feet of Lot 6, Block 1, MAYO WOODLANDS FOURTH, Olmsted County, Minnesota.



LEGEND

- (W) PROPOSED WELL LOCATION
- PROPOSED WELL LINE LOCATIONS
- WATER LINE EASEMENT
- WELL EASEMENT

G-Cubed
ENGINEERING
SURVEYING
PLANNING
14070 Hwy 52 S.E.
Chatfield, MN 55923
Ph. 507-867-1666
Fax 507-867-1665
www.g3e.to

DATE: 2/7/2023
Prepared For:
CLARK DEVELOPMENT, LLC
36 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
SHEET 1 OF 1
FILE NO: 22-032