

Windcliff

**Common
Water System**



262484

STATE OF MINNESOTA
County of Wabasha
Office of County Recorder

This is to certify that the within instrument was filed for record in this office at Wabasha, on the 4th day of February A.D. 2004 at 1:30 o'clock P.m. and that the same was duly recorded in Wabasha County Records.

JEFFERY R. AITKEN
County Recorder

By Nancy Ann Kovrigs, deputy

**Agreement For
Common Water Supply System
For
Windcliff Subdivision**

This agreement is made as of the 5th day of November, 2003 by Rodger H. Brown and Sylvia A. Brown as representative of Windcliff Association Inc.

WHEREAS, Rodger H. Brown and Sylvia A. Brown are the fee owners of the real property located in Lake Township, Wabasha County, Minnesota, described as Windcliff subdivision, according to the plat on file and of record in the office of the Register of Deeds in and for Wabasha County, Minnesota.

WHEREAS, The described Windcliff subdivision is comprised of forty five (45) building lots, two (2) Outlots (referred to as Outlot A & Outlot B), easements and associated roads.

WHEREAS, Rodger H. Brown and Sylvia A. Brown retain the right to provide service to the new building site lots by a shared water system consisting of five (5) shared well Systems. Each shared well System shall consist of an actual well, pumping system, and main waterline running to a specific point on the boundary of each of the forty five (45) individual building lots. These five (5) wells and their associated waterlines are located within the Drainage & Utility easement as defined on the recorded plat. The specific building sites and the well which services each of these building sites are designated below:

Well #1 Well #1 is located in the drainage & utility easement in the southeast corner of Outlot B. Well #1 services the following building sites:

Block 1 – Lots 12, 13, 14, 15, 16, 17, 18, and 19

Well #2 Well #2 is located in the drainage & utility easement adjoining the northwest corner of Lot 25 Block 1. Well #2 services the following building sites:

Block 1 – Lots 20, 21, 22, 23, 24, 25, and 26

1/30/2004

Jeffery R. Aitken Wabasha Co. Recorder

Date Received 2/14/04

Amount Paid Cash Ck No 10077 Chg

Well Certificate Amt. Pd. 20

- Well #3** Well #3 is located in the drainage & utility easement adjoining the southern most tip of Lot 10 Block 2. This is also at the intersection of Windcliff Road and Windcliff Court. Well #3 services the following building sites:
- Block 1 - Lots 30, 31, 32, and 33
 Block 2 - Lots 7, 8, 9, 10, 11, and 12
- Well #4** Well #4 is located in the drainage & utility easement adjoining the southeast corner of Lot 29 Block 1. This is also at the intersection of Windcliff Road and Windcliff Trail. Well #4 services the following building sites:
- Block 1 - Lots 10, 11, 27, 28, and 29
 Block 2 - Lots 2, 3, 4, 5, and 6
- Well #5** Well #5 is located in the drainage & utility easement adjoining the southeast corner of Lot 3 Block 1. Well #5 services the following building sites:
- Block 1 - Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9
 Block 2 - Lot 1

WHEREAS, Rodger H. Brown and Sylvia A. Brown retain the right to contract for services to maintain, repair or replace this common water supply system for Windcliff Association Inc. Rodger H. Brown and Sylvia A. Brown shall remain in control of these contracts as long as Rodger H. Brown and Sylvia A. Brown have any ownership interest in the land described in Exhibit A of the Protective Covenants and until Rodger H. Brown and Sylvia A. Brown have received full and final payment thereof. At that time, this control will automatically transfer to the Windcliff Association Inc.

ARTICLE I

CONSTRUCTION OF SYSTEM

Rodger H. Brown and Sylvia A. Brown shall cause to be constructed, for Windcliff Association Inc. a common water supply system, including five (5) wells, five (5) pumps and water mains etc., sufficient to provide water for residential purposes to the Lots in Windcliff, hereinafter referred to as the "System", in accordance with the plans and specifications therefore prepared by South Eastern Engineering Inc. The wells shall be drilled and located in the location indicated on the plat of Windcliff subdivision (hereinafter "the Well Sites."). Water mains shall be located in the utility easements or public roads as indicated on the plat of Windcliff. All costs associated with the construction of this "System" will be the responsibility of Rodger H. Brown and Sylvia A. Brown, the developers of Windcliff subdivision. The System shall in all respects comply with applicable requirements of the Minnesota Department of Health and the Wabasha County Health Department.

ARTICLE II

RESERVATION OF EASEMENTS

Rodger H. Brown and Sylvia A. Brown hereby reserve easements for the location, operation, maintenance, repair and replacement of the wells and pumping systems under, over and across the Well Sites. Rodger H. Brown and Sylvia A. Brown further hereby reserves the right and easement for the location, operation, maintenance, repair and replacement of water mains and related equipment under, over and across the utility easements and roads indicated on the plat of Windcliff.

ARTICLE VIII

LIMITED LIABILITY

Windcliff Association Inc. shall exercise reasonable care and diligence in the operation, maintenance, repair and replacement of the System, but Windcliff Association Inc. shall not be liable for any damage resulting from the curtailment, interruption or appointment of water service occasioned by necessary maintenance, repair or replacement of the System, threatened or actual water shortage, or any other causes beyond the control of Windcliff Association Inc.

ARTICLE IX

RULES AND REGULATIONS

Each Owner shall comply with all reasonable rules and regulations adopted by Windcliff Association Inc. from time to time concerning the System and the use of water from the System.

ARTICLE X

DISCONTINUATION OF WATER SERVICE

Windcliff Association Inc. shall have the right to discontinue the water service provided by the System to any Lot in the event that the Owner of such Lot shall be in default of any obligation under this agreement, including, without limitation, the failure to pay any amount due under this agreement, and such Owner shall fail to cure such default upon 7 days' prior written notice of such default to such Owner.

ARTICLE XI

BINDING EFFECT

This agreement shall be binding and to the benefit of the Windcliff Association Inc. and the Owners, and their respective successors and assigns.

ARTICLE XII

MODIFICATION

This agreement shall not be amended or modified, except with the written consent of the Windcliff Association Inc. its successors and assigns, and 90 percent of the Owners.

ARTICLE III

WINDCLIFF ASSOCIATION INC. OBLIGATIONS

Windcliff Association Inc. shall be responsible for the operation, maintenance, repair and replacement of the System for the benefit of the Owners in accordance with the requirements of the Minnesota Department of Health and the Wabasha County Health Department. The System shall be operated, maintained, repaired and replaced in good order and repair, and in a manner sufficient to meet the normal residential water requirements of the Owners. Water mains shall be extended to a point in the public utility easement or road adjacent to each Lot. Windcliff Association Inc. shall restore any Lot damaged as a result of any maintenance, repair or replacement of the System to its condition prior to such maintenance, repair or replacement.

ARTICLE IV

OWNER'S OBLIGATION

Each Owner shall connect his/her Lot to the System when a residence is constructed upon such Lot and shall obtain water only from the System. Each Owner shall be responsible for the installation, connection, maintenance, repair and replacement of service lines from the water main to the residence on that Owner's Lot.

ARTICLE V

RESIDENTIAL USE ONLY

Each Owner shall use the System solely for normal residential purposes and will not interfere with or interrupt the free flow of water within the System.

ARTICLE VI

OWNERSHIP OF SYSTEM

At All times, the System shall remain the property of Windcliff Association Inc,

ARTICLE VII

RATES AND CHARGES


Windcliff Association Inc. has exclusive authority to contract for services to maintain, repair or replace the System. Windcliff Association Inc. exclusively will negotiate for a service provider that will establish rates for usage of water from the System. Such rates shall be sufficient to adequately provide for the payment of the cost of operating, maintaining, repairing and replacing the System and to provide for the payment of any insurance premiums for the System. The Owner of each Lot shall pay to the selected service provider a monthly fee billed directly to the Lot owner by the service provider.


Windcliff Association Inc. shall in their Annual Association dues, fixed by its Bylaws, provide for funding of an escrow account to cover any potential expenses not covered by the service provider agreement.

STATE OF MINNESOTA)
)
COUNTY OF WABASHA)


IN WITNESS WHEREOF, the Owners have executed this document this 31st day of January, 2004.

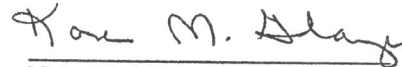
Owners:


Rodger H. Brown


Sylvia A. Brown

On this 31st day of January, 2004 before me, a notary public, personally appeared, Rodger H. Brown and Sylvia A. Brown to me personally known as the Owners of "Windcliff" subdivision, and to be the persons who executed the foregoing instrument.

 KAREN M. GLAZE
Notary Public—Minnesota
My Comm. Expires Jan. 31, 2005


Notary Public