



PLANNING AND ZONING
Cerro Gordo County Courthouse

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CERRO GORDO COUNTY BOARD OF ADJUSTMENT
VARIANCE STAFF REPORT

Summary of Request

Public Hearing Date: March 31, 2026

Case No: 25-20

Applicant:

Chuck Haselhoff, Bayside Well Assoc President
Brian Freed, President Chalet Condo Association

Owner:

William Nelson
763 Tipperary Rd
Iowa City, IA 52246

Property Address: 5109 Bayside Ave, Clear Lake, IA 50428

Brief Legal Description: Lot 10, Bayside Park, Clear Lake Township

Zoning: R-3 Single Family Residential District

Background

Our office was notified of a shed that was constructed over the rear lot line of the property encroaching onto the Chalet Condo's parcel. There may also be a slight encroachment over the westerly side lot line of Lot 9 at 5099 Bayside Avenue. A violation letter was sent to the property owner on December 2, 2025. The property owner provided a copy of a Bayside Community Well Agreement from 2006. In July of 2005, a well was installed on Lot 9. The 2006 Well Agreement served Lots 9, 10, 11, 12, 14, 15, 16, and 17. An amended Well Agreement in 2010 added Lot 13 and Parcel B. The 7.5'x6' shed was constructed over an existing well pit located on the property line in the southeast corner of Lot 9 and the northwest corner of Lot 10 to prevent contamination and flooding and house the well controls. Our office received a letter from the Chalet Condo Association on January 14, 2026 granting permission for the shed to remain in its current location and encroach onto their property.

Variance Request

1. Request a 0' rear yard setback – 3' is required.
2. Request a 0' side yard setback – 6' is required.

Findings of Fact

1. William Nelson is the owner of the subject property.
2. Chuck Haselhoff and Brian Freed are the applicants.
3. The property is zoned R-3 Single Family Residential.
4. The shed was constructed over the rear lot line; 3' is required.
5. The shed may slightly encroach over the westerly side lot line; 6' is required.
6. The application was filed on January 15, 2026.

ANALYSIS

The requested variance involves an area, dimensional, or other numerical limit (e.g., setbacks, height, lot size, parking, signage) and must meet the following five criteria as allowed under Iowa Code Chapter 335.15 (4). The Board of Adjustment is provided the power to grant a variance under Section 24.4(A)(3) of the Zoning Ordinance. In its review, the Board may attach certain conditions to any variance granted in order to observe the spirit of the Zoning Ordinance and Comprehensive Plan and mitigate any potential impacts that may directly result from the requested variance.

Discussion of Standards of Review per Iowa Code Section 335.15(4)

1. Public interest: Granting the variance is not contrary to the public interest.

The shed was constructed over the existing well pit that serves 10 properties in the area. According to the applicants, prior to construction of the shed, surface water was able to enter the pit area and cause flooding which presents a serious public health risk. The granting of the variances does not appear to be against the public interest. **The standard appears to be met.**

2. Special conditions – practical difficulties: Owing to special conditions of the property, a literal enforcement would cause “practical difficulties” for the property owner trying to make a beneficial use of the property allowed by the Zoning Ordinance.

The well pit has been in this location for many decades and is noted on a survey from 1974. A structure to protect the well pit would not be able to be constructed without variances to the setback requirements. Relocation of the pit would be costly and would interrupt the essential function of the well to the affected properties. **The standard appears to be met.**

3. Spirit observed – substantial justice done: The spirit of the Ordinance is observed, and substantial justice is done by granting the variance.

As stated above, the well pit has been in this location for decades and contains the well pressure tank and sump pump for the well located on Lot 9. Ten properties rely on this well and pit. **The standard appears to be met.**

4. Unique and not self-created: The difficulties are unique to the property and not self-created (e.g., lot shape, topography, prior lawful platting).

Mr. Nelson purchased the property in 1996. The well pit already existed on the property at time of purchase. **The standard appears to be met.**

5. Neighborhood character protected: The variance will not significantly alter the essential character of the surrounding neighborhood.

The granting of the variances will not alter the essential character of the neighborhood. The well pit has been in this location for decades. The shed constructed over the well pit is needed to prevent surface water from entering the pit and cause flooding. The residents of the Chalet Condo Association have provided formal permission to allow the wellhouse to remain in its current location and encroach onto their property. **The standard appears to be met.**

Staff Conclusions and Recommendation

The criteria for granting a variance is evaluated above. Multiple definitions of “practical difficulty” appear to have in common some unique aspect of the land in question. Staff recommends the Board of Adjustment review the findings as related to the criteria set out above from the Code.

BOARD DECISION

The Board of Adjustment may consider the following alternatives:

Alternatives

1. Grant the requested variances subject to any conditions as deemed necessary by the Board.
2. Grant relief less or different from the requested variance by modifying the requested variances.
3. Deny the variances.

The following motions are provided for the Board’s consideration:

Provided motion of approval:

- I move to adopt the staff report as the Board’s findings and to approve the variances as requested by Chuck Haselhoff & Brian Freed, on behalf of William Nelson, subject to the following conditions:
 1. All construction shall comply with the Site Plan submitted on November 25, 2025.
 2. No construction shall begin until a Zoning Permit has been issued by the Planning and Zoning Office.

Provided Alternate Action:

- I move to adopt the staff report as the Board’s findings and to approve the variances with the following changes (list changes).
 1. No construction shall begin until a Zoning Permit has been issued by the Planning and Zoning Office.

Provided motion of denial:

- I move to adopt the staff report as the Board’s findings and to deny the variances as requested by Chuck Haselhoff & Brian Freed for the following reasons:
The request does not meet the criteria in Iowa Code Chapter 335.15.
[STATE ANY OTHER REASONS FOR DENIAL]

EXHIBITS

- Exhibit 1: Figures 1-5 photos
- Exhibit 2: Variance Application dated January 15, 2026
- Exhibit 3: Parcel Highlight & location of shed
- Exhibit 4: 1974 Survey showing location of existing well pit
- Exhibit 5: 2006 Bayside Community Well Agreement & 2010 Amendment
- Exhibit 6: January 14, 2026 Letter from Chalet Condo Association

Figure 1

Photo of wellhouse from Chalet Condo Association parking area



Figure 2
Wellhouse along rear lot line



Figure 3
Looking west to east at location of wellhouse



VARIANCE APPEAL

APPLICATION

Date Filed 1/15/2026

Date Set for Hearing 3/31/26

Case Number: 25-20

Applicant Name: Chuck Haselhoff

Phone: 515-231-9658

E-Mail: chuck@hasairsolutions.com

Mailing Address 335 Bell Ave Ames Iowa 50010

Property Owner Name: William Nelson

Phone: 641-485-1659

E-Mail: william-nelson@uiowa.edu

Property Owner Address: 763 Tipperary Road Iowa City Iowa 52246

Property Description (Not to be used on legal documents): Parcel # 052330900200 Township Clear Lake

Property Address: 5109 Bayside Ave Clear Lake Iowa 50428 Zoning: R3

Brief Legal Description:

L 10 BAYSIDE PARK ADD

Project Description

Decision Date: _____

A 7.5' x 6' shed located on top of the existing well pit to house all the well controls and expansion

Variance(s) Requested (As cited on results from denied Zoning Permit Application)

According to aerial photos, it appears the shed was constructed on or over the westerly side lot line and the southerly rear lot line. The only way to accurately determine if there is an encroachment over the lot lines or where the shed accurately sits in relation to the lot lines is to have the lot surveyed. Until we have accurate information, we are unable to complete our review

Criteria Justifying Variance under Standards for Review (You may add more details in the Additional Information)

Variance Standards – Community Well Shed

1. Not granting the variance would be contrary to the public interest

The community well provides potable water to multiple users and must be protected from contamination. The well shed was constructed over the existing well pit to prevent flooding, which had previously allowed surface water to enter the pit area. Flooding of a well pit presents serious public health risk. Denying the variance would leave the well vulnerable to future flooding and potential contamination, which would be contrary to the public interest and the protection of public health and safety.

2. Not granting the variance would cause “practical difficulties” for the property owner trying to make a beneficial use of the property allowed by the Zoning Ordinance

The property is used for a permitted and beneficial purpose—operation of a community water well. Because the well and pit already exist in their current location, relocating the well shed is not practical. Moving the structure would not protect the pit from flooding and would require costly and unnecessary reconstruction of essential infrastructure. Strict enforcement of the zoning requirements would prevent the property owner from reasonably protecting and maintaining the community well, creating practical difficulty.

3. The spirit of the Ordinance is observed, and substantial justice is done by granting the variance

The intent of the Zoning Ordinance is to protect public welfare and ensure safe and compatible development. The well shed is limited in size, serves only a protective function, and improves the safety and integrity of the community water supply. Granting variance fulfills the spirit of the ordinance by addressing a public health concern while avoiding an unreasonable hardship. Substantial justice is served by allowing a necessary protective structure that does not conflict with the ordinance's purpose.

4. The difficulties are unique to the property and not self-created

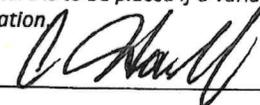
The hardship results from the existence and location of the old well pit and the site's susceptibility to flooding. These conditions are unique to the property and were not created by the applicant. The well pit was lawfully established, and the need for the shed arises from natural conditions and the requirement to protect the well from floodwater. The variance is therefore not self-created.

5. The variance will not significantly alter the essential character of the surrounding neighborhood

The well shed is a small, unobtrusive utility structure consistent with other accessory or utility buildings in the area. It does not change the use of the property, increase traffic, noise, or activity, or negatively impact neighboring properties. The structure blends into the surrounding area and will not alter the essential character of the neighborhood.

I am the Owner Contract Purchaser Other Chuck Haselhoff Bayside Well Association President of the property affected.

I, the applicant, being duly sworn, depose and say that I am the owner, or that I am authorized and empowered to make affidavit for the owner, who makes the accompanying application; that the application and plan are true and contain a correct description of the proposed building, lot, work, and use to which the structure is to be placed if a variance is granted. The Planning & Zoning staff is also given permission to enter the above property in reviewing this Application.

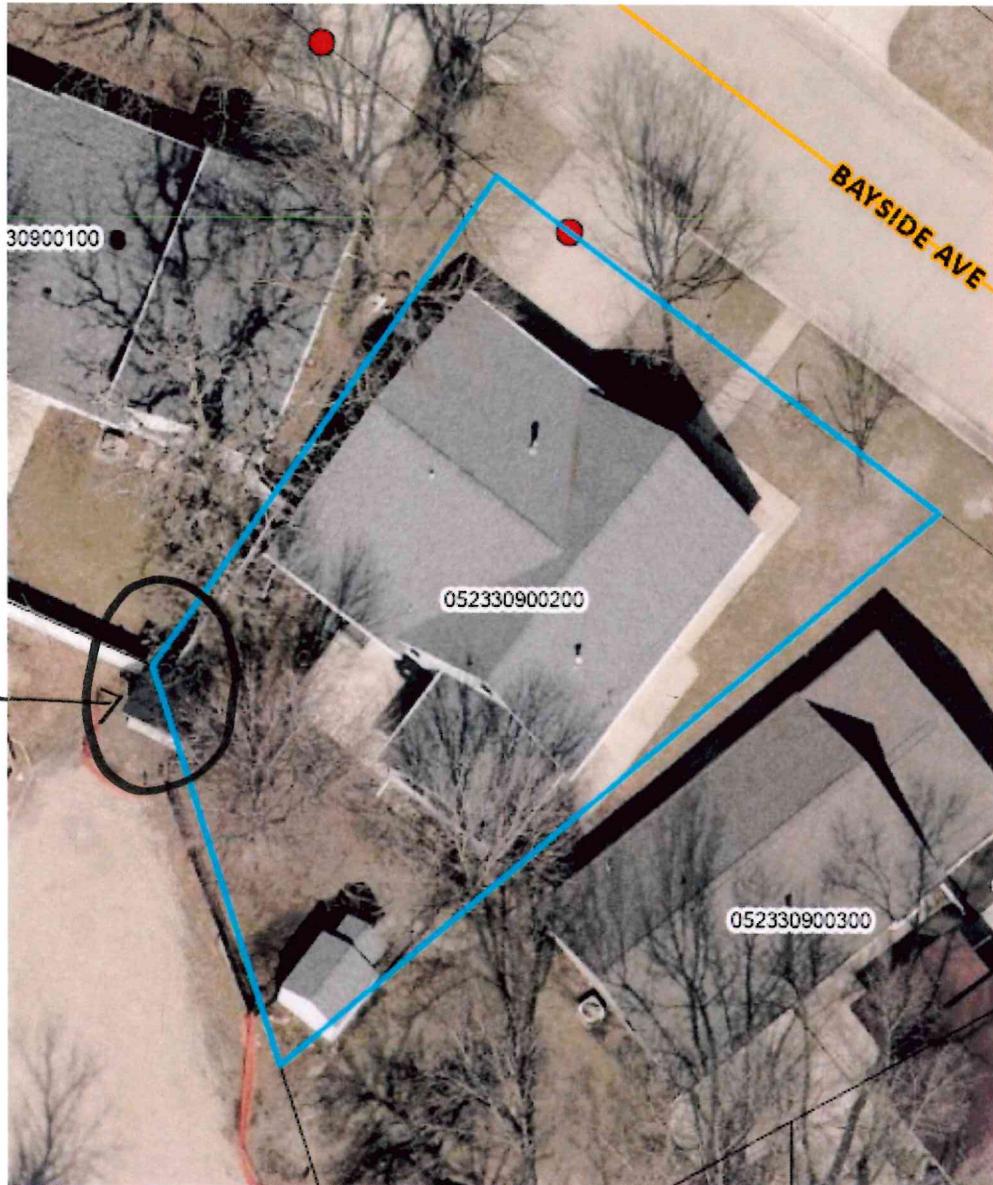
Applicant Signature  Chuck Haselhoff Date 1/15/26

Applicant Signature Chalet Condo Assoc. by Brian Fried  Date 1-15-26

VARIANCE APPEAL

ADDITIONAL INFORMATION

Please provide any additional details below needed to fully address the standards for review and any potential impacts to the immediate vicinity that may directly result from the variance requested.



Wellhouse

C. #: 2006-9607

IAGR
11/08/2006
30.00 - Tf: 50.00 - M: \$1.00 - Tc: \$1 - N: \$10
Pymt: Check

Pages: 6
Time: 09:55 AM

Bayside Community Well Agreement

for Lots 9, 10, 11, 12, 14, 15, 16 and 17, Bayside Park Addition,
Cerro Gordo County, Iowa

Prepared by: Lad Grove, Atty,
218 SE 16th St. Suite 102
Ames, IA 50010

Recorder, Cerro Gordo County Recorder

Return to: John Peterson
4020 Laura Ct.
Ames, IA 50010

42⁰⁰ ck
(initials)

This Agreement entered into this 1st day of August, 2006 by and between the owners of Lots 9, 10, 11, 12, 14, 15, 16 and 17 (Property Owners) of Bayside Park Addition, Cerro Gordo, County, Iowa.

WHEREAS, during July of 2005, the Property Owners installed a well on Lot 9 of Bayside Park, Cerro Gordo, County, Iowa, with each Lot Owner paying 1/8 of the cost of the well and necessary plumbing improvements to initiate the well, pump, water lines and pressure tank(s).

WHEREAS, the owner of Lot 9, Bayside Park allowed the well to be drilled and installed on the north 1/3 of the lot at no cost to the other seven Property Owners. The owner of Lot 9 hereby grants a perpetual easement to the Property Owners and their contracted service provider(s) and the necessary vehicle(s) and equipment needed to inspect, maintain and repair the well. Access to the well on Lot 9 will be from the shortest distance from the street or other route approved by the owner of Lot 9. Any damage caused to personal property or damage to the lawn, shrubs, flowers or trees on Lot 9 from equipment for the purposes of maintaining, repairing or inspection of the well will be contracted out to a service provider with the personal property and/or ground being repaired to its original state prior to the damage, with all property owners paying 1/8 of the cost.

WHEREAS, the owner of Lot 9 does hereby further covenant and agree to provide a continuous and uninterrupted flow of water to the Property Owners

WHEREAS, Lot 9 also has main water supply lines buried on the lot that lead to feeder lines to the other Property Owners. The owner of Lot 9 hereby grants a perpetual easement to the Property Owners and their contracted service provider(s) and the necessary vehicle(s) and equipment needed to inspect, maintain and repair the main supply line and any feeder lines located on Lot 9. Access to the main supply line and feeder lines located on Lot 9 will be from the shortest distance from the street or other route approved by the owner of Lot 9. Any damage caused to personal property or damage to the lawn, shrubs, flowers or trees on Lot 9 from equipment for the purpose of maintaining, repairing or inspection of the main supply lines will be contracted out with the personal property and/or ground being repaired to its original state prior to the damage, with all property owners to paying 1/8 of the cost.

WHEREAS, located on the property line in the southeast corner of Lot 9 and northwest corner of Lot 10 is the well pit (Pit #1), containing the well pressure tank and sump pump. The variable control speed box, which is part of Pit #1, sits three feet above ground next to Well Pit #1 in the rear southeast corner of Lot 9. The electrical meter for the well is located on the power pole in the rear middle of Lot 9. The owners of Lot 9 and Lot 10 agree to provide a perpetual easement to the Property Owners and their contracted service provider(s) and the necessary vehicle(s) and equipment needed to inspect, maintain and repair the well pit. Access to the well pit on Lot 9 and Lot 10 will be from the shortest distance from the street or other route approved by the owners of Lot

9 and Lot 10. Any damage caused to personal property or damage to the lawn, shrubs, flowers or trees on Lot 10 from equipment for the purpose of maintaining, repairing or inspection of the main supply lines will be contracted out with the personal property and/or ground being repaired to its original state prior to the damage, with all property owners to paying 1/8 of the cost.

WHEREAS, located on Lot 15 is another well pit (Pit #2) containing a valve control box. Pit #2 is located near the south lot line of Lot 15. The owner of Lot 15 agrees to provide a perpetual easement to the Property Owners and their contracted service provider(s) and the necessary vehicle(s) and equipment needed to inspect, maintain and repair the well pit and its components. Access to Pit #2 on Lot 15 will be from the shortest distance from the street or other route approved by the owner of Lot 15. Any damage caused to personal property or damage to the lawn, shrubs, flowers or trees on Lot 15 from equipment for the purpose of maintaining, repairing or inspection of the main supply lines will be contracted out with the personal property and/or ground being repaired to its original state prior to the damage, with all property owners to paying 1/8 of the cost.

All parties to this Agreement agree to the following:

- 1) A majority vote of the Property Owners is needed to amend this Agreement or add additional Property Owners to this Agreement. If the vote for the Amendment to this Agreement is a tie, then the matter voted upon will be considered to have failed.
- 2) If additional property owners are allowed to permanently hook up to the well for water service, a onetime hookup fee will be determined by a majority vote of the Property Owners. The cost of hooking up to the well or its water lines will be at the expense of the new member. Any hook up fees collected will be kept in a reserve account to be used for expenses related to the well, including the payment of utility bills relating to the service provided by the well. Upon majority vote of the property owners, excess funds may be distributed to the property owners.
- 3) Should any property owner wish to terminate participation in this Agreement they may do so at anytime, however, any costs paid for prior maintenance, repairs or construction of the well will not be refunded.
- 4) Should any property owner own more than one lot serviced by this well, the owner of multiple lots will continue to pay operational and maintenance costs for each lot.
- 5) Should any Property Owner acquire additional lots participating in this Agreement and consolidate the lot(s) into one, the consolidated lots will still be considered as individual lots, regardless of the number of dwellings the well services, for purposes of sharing expenses for the maintenance, repair and utilities of the well. (Example: if one lot owner acquires three lots then consolidates them for one dwelling unit, the owner of the three lots will still pay prorated operating and maintenance expenses based on three lots.

- 6) Should any property owner add multiple units to a lot, then the number of participants in this Agreement will be increased by the increased number of dwelling units added and the total well participants will be the sum of the lots plus each added dwelling unit. (Example: if there are eight lots and one lot owner converts the single dwelling unit to four dwelling units, the number of Lot Owners increases to 11, from 8, for purposes of prorating the expenses for repairs, maintenance and utilities.)
- 7) The Property Owners agree to share equally in the expense of operating the well, including inspections, repairs, maintenance and utilities for all water lines, pumps, well, electrical lines, an annual test of the water by a certified laboratory for the detection of contaminants and quality of water and any other items necessary to provide quality water to the Property Owners.
- 8) The Property Owners, by signing below, will have unlimited and indefinite access to the water supplied by this Well Agreement
- 9) Property Owners will share in the well expenses on a equal basis (expenses include but are not limited to repairs, maintenance, utilities, legal fees and accounting fees). Billing for said expenses will be done on a periodic basis but no less frequent than annually and must be paid within 30 days of billing. Lot owners who fall six (6) months behind in any pro rated share of billed expenses, including but not limited to maintenance, repairs and utilities may have their access to the well suspended or terminated upon majority vote of the other Property Owners.
- 10) The cost to install, inspect, maintain and repair the main supply line and any feeder lines will be paid by the Property Owners on a prorated basis to where the water line enters the exterior of the home. Any expense related to the water line from the exterior of the home into the dwelling will be at the expense of the Property Owner.
- 11) The approximate location of the well, main supply line, Well Pit #1 and Well Pit #2 and feeder lines is attached as Exhibit A. The exact location will need to be determined by the service provider when any digging, repairs or maintenance is needed.
- 12) A Property Owner will be appointed or may volunteer to keep records of meetings of the Property Owners and any actions taken.
- 13) In July or August of each year the Property Owners will hold an annual meeting and, by majority vote, will elect a President and Treasurer, who will perform the following functions:
 - a) The President will be the primary contact person for any problems relating to the well and its function, including arranging for inspections, repairs and maintenance.
 - b) The President will appoint an acting Secretary, to record minutes, for each meeting of the Property Owners. A meeting of the Property Owners will be a Majority of those participating in the Bayside Well

Agreement. A majority vote will be of all Property Owners and not just those in attendance at the meeting. The President may verbally poll anyone not present if those present to vote do not constitute a majority of the Property Owners. A meeting of Property Owners may be called by the President or Treasurer.

- c) In the case of an emergency, the President or Treasurer has the authority to perform the necessary maintenance or repairs to the well and its components to make sure the flow of water is not interrupted.
- d) The Treasurer will keep financial records, including maintaining a checking and/or savings account to receive and pay all expenses relating to the well and periodically bill the Property Owners for their prorated share. The Treasurer will prepare an annual accounting, for distribution to the Property Owners, showing the balance(s) in the account(s) and the receipts and disbursements from the account(s). For reporting purposes, annual will mean from July 1 to June 30 of any year.

This easement conveyance and water supply Agreement shall run with the land and shall be binding upon the owner(s) of Lot 9, Lot 10, Lot 11, Lot 12, Lot 14, Lot 15, Lot 16 and Lot 17, Bayside Park Addition, Cerro Gordo County, Iowa, their heirs, successors or assigns, and upon the Property Owners, their heirs, successors or assigns, forever.

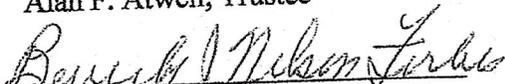
This Agreement will be recorded in Cerro Gordo County, Iowa.



Alan F. Atwell, Trust, Lot 9
Alan F. Atwell, Trustee

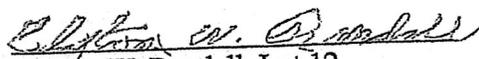


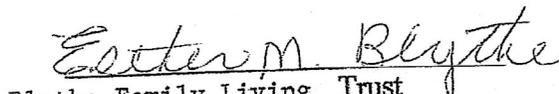
Alan F. Atwell, Trust, Lot 9
Margherita Atwell, Trustee

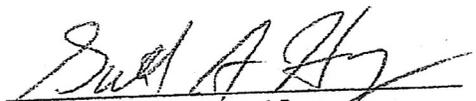

Beverly J. Nelson Forbes, Lot 10

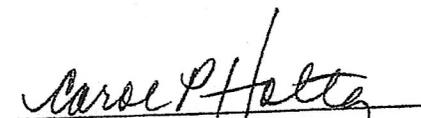

Richard Forbes, Lot 10


William R. Fox, Lot 11


Clifton W. Randall, Lot 12


Blythe Family Living Trust
Esther M. Blythe, Trustee


Scott A. Holtz, Lot 15


Carol P. Holtz, Lot 15

Doc. #: 2010-6539
Type: IAGR Pages: 9
Date: 09/27/2010 Time: 09:27 AM
R: \$45.00 - Tf: \$0.00 - M: \$1.00 - Tc: \$3 - N: \$0
Pymt: Check

aud

Colleen Pearce, Cerro Gordo County Recorder

4900 CK (u)

Prepared by: Matthew F. Berry, 306 Main Avenue, P.O. Box 187, Clear Lake, Iowa 50428

Amendment to Bayside Community Well Agreement

On August 1, 2006, the then current owners of Lots 9, 10, 11, 12, 14, 15, 16, and 17 of Bayside Park Addition, Cerro Gordo County, Iowa, entered into the Bayside Community Well Agreement. The Bayside Community Well Agreement was filed on November 8, 2006, as Document No. 2006-9607 in the office of the Cerro Gordo County Recorder.

The Bayside Community Well Agreement provided that a majority vote of the Property Owners was needed to amend the Agreement or add additional property owners to the Agreement.

The current owners of Lots 9, 10, 11, 12, 14, 15, 16, and 17 of Bayside Park Addition do hereby Amend the Bayside Community Well Agreement to add additional property owners to the Agreement upon such terms as provided for in this Amendment to Bayside Community Well Agreement.

Alan F. Atwell as the Trustee of the Alan F. Atwell Revocable Trust is the owner of an undivided 1/2 interest in Lot 9 in Bayside Park Addition, Cerro Gordo County, Iowa. Margherita H. Atwell as Trustee of the Margherita H. Atwell Revocable Trust is the owner of an undivided 1/2 interest in Lot 9 in Bayside Park Addition, Cerro Gordo County, Iowa.

Beverly J. Nelson-Forbes and William Nelson, mother and son, are the owners of Lot 10 in Bayside Park Addition, Cerro Gordo County, Iowa. Beverly J. Nelson-Forbes is married to Richard Forbes. William Nelson is single.

Linda J. Manning and Robert D. Manning, wife and husband, are the owners of Lot 11 in Bayside Park Addition, Cerro Gordo County, Iowa.

Gary Laabs and Diane Laabs, husband and wife, are the owners of Lot 12 in Bayside Park Addition, Cerro Gordo County, Iowa.

Esther M. Blythe as Trustee of the Esther M. Blythe Revocable Trust is the owner of Lot 14 in Bayside Park Addition, Cerro Gordo County, Iowa.

Scott A. Holtz and Carol P. Holtz, husband and wife, are the owners of Lot 15 in Bayside Park Addition, Cerro Gordo County, Iowa.

Larry Gale Neely and Lois Jean Neely, husband and wife, are the owners of Lot 16 in Bayside Park Addition, Cerro Gordo County, Iowa.

John F. Peterson and Carol C. Peterson, husband and wife, are the owners of Lot 17 in Bayside Park Addition, Cerro Gordo County, Iowa.

Lorenz E. Daleske is the owner of a ½ interest in Lot 13 in Bayside Park Addition, Cerro Gordo County, Iowa. Lorenz E. Daleske is married to Donna M. Daleske. Lorenz E. Daleske and Nancy E. Abbas as Co-trustees of the Mary Ann Daleske Residuary Trust are the owners of a ½ interest in Lot 13 in Bayside Park Addition, Cerro Gordo County, Iowa.

Gary Laabs and Diane Laabs are the owners of property described as Parcel B in the Plat of Survey of part of Lots 2, 4, 5, and 6, Lot 3, and part of the vacated alley all in Block 4, Bayside Addition, to Cerro Gordo County, Iowa, that was filed on October 17, 2006, as Document No. 2006-8942 in the office of the Cerro Gordo County Recorder. Said property shall here and after be referred to as "Parcel B".

Gary Laabs and Diane Laabs are the owners of property described as Parcel A in the Plat of Survey of part of Lots 5, 6, and 7 all in Block 4, Bayside Addition, to Cerro Gordo County, Iowa, that was filed on October 17, 2006, as Document No. 2006-8941 in the office of the Cerro Gordo County Recorder. Said property shall here and after be referred to as "Parcel A".

The undersigned as owners of Lot 9, 10, 11, 12, 14, 15, 16, and 17 in Bayside Park Addition, Cerro Gordo County, Iowa, acknowledge and agree that the owners of Lots 13 and Parcel B shall be entitled to become participants in the Bayside Community Well.

The owners of Lot 13 in Bayside Park Addition, Cerro Gordo County, Iowa shall have the right to hook into the water line that is currently on Lot 14 or Lot 12 in Bayside Park Addition, Cerro Gordo County, Iowa, to obtain water service from the Bayside Community Well.

The owners of Parcel B shall have the right to have a water line run from Lot 12 or Lot 13 in Bayside Park Addition, Cerro Gordo County, Iowa, to Parcel B in order to be able to obtain water from the Bayside Community Well.

Gary Laabs and Diane Laabs have currently capped off Lot 12 from receiving water from the Bayside Community Well. There has already been a hook up fee paid for Lot 12, Bayside Park Addition, Cerro Gordo County, Iowa. Gary Laabs and Diane Laabs and their future successors and assigns in interest shall not be required to pay any maintenance fee for Lot 12, Bayside Park Addition, Cerro Gordo County, Iowa, until such time as the cap on Lot 12 is

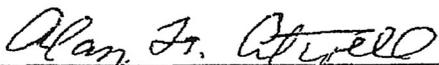
removed. At such time as the cap on Lot 12 is removed and it receives water service from the Bayside Community Well then the current owner and future successors and assigns in interest of Lot 12, Bayside Park Addition, Cerro Gordo County, Iowa, shall pay a monthly maintenance fee.

Gary Laabs and Diane Laabs have already paid the hook up fee for Parcel B. Gary Laabs and Diane Laabs have ran water to a garage that is located on Parcel A. Gary Laabs and Diane Laabs together with their future successors and assigns in interest of Parcel B shall pay the monthly maintenance fee. Gary Laabs and Diane Laabs together with their future successors and assigns in interest shall not be required to pay an additional monthly maintenance fee due to having water service to the garage on Parcel A. Parcel A currently owned by Gary Laabs and Diane Laabs will not be entitled to hook in and receive water services unless there is a future amendment. Parcel A shall only have the right to have the garage on it receive water from the line extending from Parcel B.

Gary Laabs and Diane Laabs together with their future successors and assigns in interest of Parcel A acknowledge and agree that Parcel A shall not have the right to have any water line run to a residence constructed on Parcel A or receive water from the Bayside Community Well until a majority of the Property Owners of the Bayside Community Well further amend the Bayside Community Well Agreement by a majority vote to allow for any house constructed on Parcel A to receive water from the Bayside Community Well.

This Amendment to Bayside Community Well Agreement shall be deemed to create an easement conveyance and water supply agreement that shall run with the land and shall be binding upon the owners of Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, and Parcel B of Bayside Park Addition, Cerro Gordo County, Iowa, their heirs, successors or assigns, and upon the property owners, their heirs, successors or assigns.

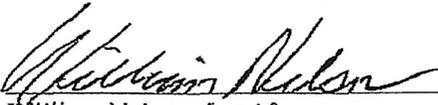
This Amendment to Bayside Community Well Agreement is hereby entered into on the 3rd of September, 2010.


Alan F. Atwell as Trustee of the
Alan F. Atwell Revocable Trust


Margherita H. Atwell as Trustee of the
Margherita H. Atwell Revocable Trust, Lot 9


Beverly J. Nelson-Forbes


Richard Forbes as the spouse of
Beverly J. Nelson-Forbes


William Nelson, Lot 10

Cerro Gordo Zoning
220 N Washington Ave.
Mason City, IA 50401

1/14/26

To whom it may concern:

I am writing this letter as the president and on behalf of the Chalet Condo Association located at 15457 Bayside Ave. Clear Lake, IA.

It has been brought to our attention that the wellhouse that was built on the NE side of our property lies partially within our lot. Please accept this letter as a formal permission on behalf of the condo association to allow the wellhouse to remain in its current location, which is partially on our property.

Thank you,



Brian Freed

319.415.63369

