

DECLARATION OF
MAINTENANCE AGREEMENT FOR
PRIVATE STORM WATER FACILITIES

GMB LLC, a Minnesota limited liability company, hereinafter referred to as the "DECLARANT", does hereby make this DECLARATION:

1. The DECLARANT is the owner of real property in the Rochester Township, Olmsted County, Minnesota, described as:

Lot 3, Block 1 and Lot 16, Block 1, Millie Meadow Estates Second,

and hereinafter referred to in this DECLARATION as the "Property";

2. The Property is subject to National Pollutant Discharge Elimination System/State Disposal System General Permit MN R100001 (NPDES permit) and Permit ID Number C00058564, issued on 10/23/2020. Per NPDES permit Part III.D, Permanent Stormwater Management, a permanent stormwater management system providing a water quality volume of 1.00 inches across 8.63 acres of new impervious surfacing has been designed to be retained on site in the form impervious disconnections and two infiltration basins located within the Property. As such, DECLARANT shall construct, at its own expense, permanent, private on-site storm water rate control and storm water quality facilities (hereinafter referred to as the "Private Facilities") on those lots within the Property as described on the attached Exhibit A (hereinafter referred to collectively as "Lots" and individually as a "Lot").

3. The Private Facilities are not immediately adjacent to a public right-of-way. Through execution of this Agreement, DECLARANT assigns to Rochester Township, a Minnesota Township (hereinafter "Township") access rights for the Township or its agent to access, inspect, and maintain the Private Facilities, in the event the DECLARANT, its heirs, successors, or assigns, fail to uphold the terms of this Agreement.

4. The following maintenance related obligations are applicable to the Private Facilities and Access to the Private Facilities:

a. GMB LLC shall be responsible for constructing the Private Facilities in 2021 and protect and maintain the Private Facilities while the Private Facilities

are owned by DECLARANT. Prior to transfer of any Lot, the Private Facilities shall be inspected and an inspection report filed with the Township; and

b. Upon sale of a Lot, the Lot owner shall be come responsible for all maintenance of the Private Facility located on such owner's Lot; and

c. The Private Facilities shall be maintained to be fully functional pursuant to the approved design for the Private Facilities, which shall include the responsibility of each Lot owner provide the specified cubic feet of volume assigned each Lot on Exhibit A; and

d. No structure shall be built upon the Private Facilities.

5. All maintenance obligations under this DECLARATION shall be that of the Owner of each Lot which the Private Facility lies on. If required maintenance of the Private Facilities, as determined by the Township pursuant to this DECLARATION, is not performed as required by this DECLARATION, the Township (and/or its agent) shall provide written notice of the non-compliance to the Owner. If the non-compliance is not addressed within 30 days after receipt of said notice, the Township is authorized, at its discretion, to access the Lot and perform maintenance to the Private Facilities. All associated costs will be invoiced to the Owner. In the event an Owner or Owners becomes delinquent in payment of its obligations for maintenance performed by the Township or its agent, the Township is authorized to certify the unpaid charges with the Olmsted County Auditor for collection with the property taxes for the delinquent Lot(s), with said collection being for a period of one year, and at an interest rate of 7.5%.

6. DECLARANT hereby waives its right to notice of and a hearing prior to certification of the obligations under the terms of this DECLARATION, and further waives all rights to contest or file an appeal of the charges or certification thereof in a court of law.

7. The DECLARANT acknowledges that future termination of this agreement is at the sole discretion of the Township, and if said DECLARATION is terminated the DECLARANT will be notified in writing by the Township of said termination.

8. The rights, obligations, and benefits of this DECLARATION shall be deemed to be a Covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of this _____ day of _____, 2021.

GMB LLC,
a Minnesota limited liability company

By: _____
Eugene Peters, Vice President

EXHIBIT A

- The total required WQV treatment of 31,327 ft³ is met via the rooftop and surface impervious disconnections (20,256 ft³) in concert with the two infiltration basins (15,776 ft³).
- Lot 16, Block 1

Infiltration Basin #1 will be located at the northwest corner of Lot 16 and will receive runoff from Watershed P-BB. This basin will account for 4,190 ft³ WQV.

Hydraulic Modeling – Infiltration Basin #1

Basin Bottom = 1210.00

Basin Top = 1212.00

WQV Elevation = 1211.20

WQV Elevation above Basin Bottom = 1.20 feet

Design Soil Infiltration Rate = 0.30 in/hr [0.025 ft/hr]

WQV Req'd Draw-down (\leq 48 hours) = 48 hours

Overflow weir: 1211.20 – 10'x10' broad-crested weir – overtopping flows are routed to a swale just downstream where flows ultimately reach the analyzed Point B southwest of the development.

- Lot 3, Block 1
Infiltration Basin #2 will be located on the southernmost side of Lot 3, north of the shared driveway serving Lots 3 and 4. This basin will be created by constructing a berm upstream of the proposed culvert under the shared driveway. This basin will account for 11,586 ft³ WQV.

Hydraulic Modeling – Infiltration Basin #2

Basin Bottom = 1194.00

Basin Top = 1196.00

WQV Elevation = 1195.20

WQV Elevation above Basin Bottom = 1.20 feet

Design Soil Infiltration Rate = 0.30 in/hr [0.025 ft/hr]

WQV Req'd Draw-down (\leq 48 hours) = 48 hours

Overflow weir: 1195.20 – 20'x10' broad-crested weir – overtopping flows will reach the culvert under the shared drive immediately downstream before overland flowing to the ravine.