

**DECLARATION OF OPEN SPACE EASEMENTS
AND
MAINTENANCE COVENANT**

This Declaration of Open Space Easements and Maintenance Covenant is made this ____ day of _____, 2021, by GMB LLC, a Minnesota limited liability company, hereinafter "Declarant."

WHEREAS, Declarant is the owner of the following described property located in Olmsted County, Minnesota,

see Exhibit A attached hereto,

hereinafter the "Property", which Declarant intends to plat as Millie Meadow Estates Second, each lot platted within the Property is hereinafter referred to as a "Lot";

WHEREAS, as a condition of developing the Property, Rochester Township has required Declarant to establish private open space on which it will construct certain improvements and amenities, to satisfy the requirements of Article IX, Section 9.1, of the Township's Subdivision Ordinance, as more fully set forth in that certain Development Agreement dated _____, 2021, and recorded in the Office of the Olmsted County Recorder on

_____, 2021, as Document No. A-_____ (the "Development Agreement");
and

WHEREAS, Declarant desires to grant easements for use as private open space on property described in the Exhibit B attached hereto (the "Easement Area"); and

WHEREAS, Declarant desires to provide for the construction, location, maintenance, repair and replacement of the Easement Area and the improvements and amenities constructed thereon (the "Facilities"), on the terms and conditions contained herein.

NOW, THEREFORE, Declarant hereby imposes upon and subjects the Property to the following terms, conditions, easements and covenants:

1. Open Space Easement. Declarant hereby grants, bargains and conveys to the owners of each Lot, and to the owners of each lot located in Millie Meadow Estates, a non-exclusive easement for the use and enjoyment of the Easement Area and the Facilities, consistent with the characteristics of the Easement Area and the Facilities as constructed.

2. Construction and Improvement of the Easement Area and the Facilities. Declarant shall be responsible for the initial grading and improvement of the Easement Area and construction of the Facilities in accordance with the Development Agreement.

3. Conveyance of the Easement Area. Upon platting of the Property and completion of the construction and improvement of the Easement Area and the Facilities, Declarant shall convey Easement Area to the Association described in paragraph 4 below by Quit Claim Deed and the Association shall thereafter own and be responsible for the operation, maintenance, repair and replacement of the Easement Area and Facilities in good condition and repair for the purposes for which they were constructed.

4. Membership in Association. Each person or entity who is the record owner of the fee interest in any Lot shall be a member of the Millie Meadow Estates Second Homeowners' Association Inc., a Minnesota non-profit corporation, hereinafter the "Association." The foregoing is not intended to include persons or entities holding an interest in any Lot merely as security for the performance of an obligation unless and until such person or entity has acquired title to such Lot by foreclosure and the appropriate redemption period has expired. Where any Lot is sold on a Contract for Deed, the vendee shall be considered the owner of that Lot. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

5. Assessments for Common Expenses. Declarant, for each Lot Owner, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time by the Association for the operation, maintenance, repair and replacement of the Easement Area and the Facilities. The Owner of each Lot shall be assessed 1/30th of the costs incurred by the Association in operating, maintaining, repairing and replacing the Easement Area and the Facilities. Such assessments shall be due and payable in the amounts and at the times as the Association shall determine. Such assessments shall constitute a lien against each Owner's respective Lot, and upon a default by any Owner in the payment of any assessment, the Association may foreclose such lien in the same manner provided by the laws of the State of Minnesota for the foreclosure of a mechanic's lien.

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 the lots in Millie Meadow Estates, and are appurtenant thereto;
 - (b) create an equitable servitude upon the 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.

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Exhibit A

Description of the Property

OUTLOT A, MILLIE MEADOWS ESTATES, according to the recorded plat thereof on file and of record at the office of the County Recorder, Olmsted County, Minnesota.

AND

The South Half of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter all in Section 30, Township 106 North, Range 14 West, Olmsted County, Minnesota.

AND

The Southeast Quarter of the Southeast Quarter of Section 30, Township 106 North, Range 14 West, Olmsted County, Minnesota.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 106 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 00°01'19" West, along the east line of said Southwest Quarter of the Southeast Quarter, 129.58 feet to the point of beginning; thence continuing South 00°01'19" West, along said east line 466.79 feet; thence South 89°19'12" West 460.42 feet; thence North 11°52'41" West 158.03 feet; thence North 19°16'22" East 89.60 feet; thence North 41°21'51" East 87.69 feet; thence North 61°02'36" East 148.58 feet; thence North 70°55'32" East 291.57 feet to the point of beginning.

EXCEPT

That part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 106 North, Range 14 West, Olmsted County, Minnesota.

Beginning at the southeast corner of said Southeast Quarter of the Southeast Quarter; thence on an assumed bearing of South 89°18'52" West, along the south line of said Southeast Quarter of the Southeast Quarter, 1307.18 feet to the southwest corner of said Southeast Quarter of the Southeast Quarter; thence North 00°01'19" East, along the west line of said Southeast Quarter of the Southeast Quarter, 291.25 feet; thence North 46°04'22" East 185.80 feet; thence North 41°06'46" East 169.98 feet; thence North 80°15'30" East 108.45 feet; thence North 77°11'41" East 140.95 feet; thence North 71°17'17" East 202.56 feet; thence North 07°27'33" East 54.51 feet; thence North 20°29'26" East 95.61 feet; thence North 69°53'55" East 624.61 feet to the east line of said Southeast Quarter of the Southeast Quarter; thence South 00°06'28" West, along said east line, 1005.42 feet to the point of beginning.

ALSO EXCEPT

That part of the Southeast Quarter of the Southeast Quarter of Section 30, Township 106 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Commencing at the northwest corner of said Southeast Quarter of the Southeast Quarter; thence on an assumed bearing of South 00°01'19" West, along the west line of said Southeast Quarter

of the Southeast Quarter, 596.37 feet to the point of beginning; thence continuing South 00°01'19" West, along said west line, 422.85 feet to a point 291.25 feet north of the southwest corner of said Southeast Quarter of the Southeast Quarter; thence North 46°04'22" East 185.80 feet; thence North 41°06'46" East 169.98 feet; thence North 80°15'30" East 108.45 feet; thence North 77°11'41" East 140.95 feet; thence North 71°17'17" East 202.56 feet; thence North 07°27'33" East 54.51 feet; thence North 20°29'26" East 95.61 feet; thence North 69°53'55" East 240.12 feet; thence North 80°30'14" West 299.84 feet; thence South 59°58'30" West 114.66 feet; thence South 00°26'37" East 114.06 feet; thence South 78°45'53" West 252.61 feet; thence South 89°19'12" West 305.78 feet to the point of beginning.

Containing 79.66, acres more or less.

Exhibit B

Description of Easement Area

Outlot A, MILLIE MEADOW ESTATES SECOND, according to the recorded plat thereof on file and of record at the office of the County Recorder, Olmsted County, Minnesota.