DECLARATION OF MAINTENANCE AGREEMENT FOR
PRIVATE STORM WATER FACILITIES

This Declaration of Maintenance Agreement for Private Storm Water Facilities is made this _____ day of _____, 202_, by GMR Development, Inc. a Minnesota corporation, (hereinafter "Declarant").

WHEREAS, Declarant is the fee owner of the following described property located in Olmsted County, Minnesota, to-wit:

see Exhibit A attached hereto,

hereinafter the "Property", each lot platted within the Property is hereinafter individually a "Lot"; and

WHEREAS, as a condition of developing the Property, Rochester Township has required Declarant (i) grant public easements for surface water drainage to preserve the natural or constructed drainage flows across the Property; and (ii) construct and maintain stormwater detention facilities to treat stormwater runoff from the Property, as more fully set forth in that certain Development Agreement dated _____, and recorded in the Office of the Olmsted County Recorder on _____, as Document No. _____,(the "Development Agreement"); and

WHEREAS, Declarant desires to provide for the construction, location, maintenance, repair and replacement of stormwater detention facilities on the Property legally described and

depicted in Exhibit B attached hereto (the "Storm Water Facility"), 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. Membership in Association. Every person or entity who is a record owner of the fee interest in any Lot shall be a member of the Millie Meadow Estates Third 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.

2. Grant of Storm Water Facilities Easements. Declarant hereby grants to the Association and Rochester Township easements for the location, operation, maintenance, repair and replacement of the Storm Water Facility for the benefit of the Property as provided herein and in accordance with the terms and provisions of the Development Agreement.

3. Construction, Maintenance, Repair and Replacement of the Storm Water Facilities. Declarant shall be responsible for the initial grading and construction of the Storm Water Facilities in accordance with plans and specifications therefor prepared by G-Cubed, Inc., and for the maintenance, repair and replacement of the Storm Water Facilities in accordance with the two (2) year warranty period described in Article I, Section P of the Development Agreement. Thereafter, the maintenance, repair and replacement of the Storm Water Facilities shall be the obligation of the Association. At all times, the Storm Water Facilities shall be maintained in good condition and repair by the Association in accordance with the terms and conditions of the

Development Agreement. The Association shall also be responsible for eliminating mosquito larval habitats, applying larvicides to kill mosquito larvae, spraying insecticides, or other control alternatives that do not modify or otherwise alter the Storm Water Facilities' water quality, volume control or hydraulic function.

4. Allocation of Common Expenses. The costs incurred by the Association in the operation, maintenance, repair and replacement of the Storm Water Facilities shall be allocated equally between each Lot within the Property.

5. Assessment 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 for the operation, maintenance, repair and replacement of the Storm Water Facilities by the Association. The owner of each Lot shall be assessed the Prorata Share of the common expenses allocated to such Owner's Lot. 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 Property and are appurtenant thereto;

(b) create an equitable servitude upon the Property;

(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.

IN WITNESS WHEREOF, the parties set their hands and seals as of this _____ day of _____, 202_.

GMR Development, Inc.,
a Minnesota corporation

By: _____
_____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by _____, the _____ of GMR Development, Inc., a Minnesota corporation, who is personally known to be the person who executed this Agreement for and on behalf of said corporation.

_____
Notary Public

Drafted by:
Dunlap Seeger
Attorneys at Law
30 3rd Street SE
Rochester, MN 55904

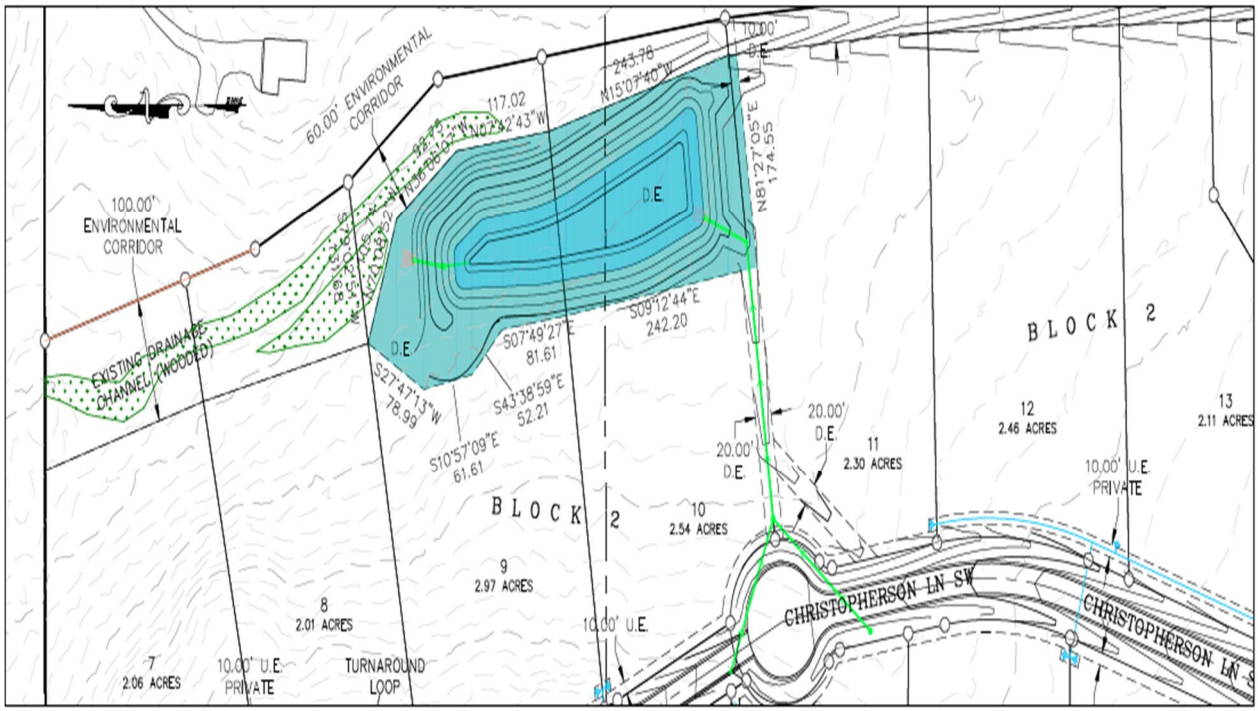
EXHIBIT A

Description of the Property

Lots 1 and 2, Block 1, and Lots 1 through 15, Block 2, Millie Meadow Estate Third, Olmsted County, Minnesota

EXHIBIT B

That part of Lots 9, 10 and 11, Block 2, MILLIE MEADOW ESTATES THIRD, according to the recorded plat thereof on file at the office of the County Recorder, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 9; thence on an assumed bearing of South 79°02’51” West, along the north line of said Lot 9, a distance of 131.68 feet to the point of beginning; thence South 27°47’13” West 78.99 feet; thence South 10°57’09” East 61.61 feet; thence South 43°38’59” East 52.21 feet; thence South 07°49’27” East 81.61 feet; thence South 09°12’44” East 242.20 feet; thence North 81°27’05” East 174.55 feet; thence North 15°07’40” West 243.78 feet; thence North 07°42’43” West 117.02 feet; thence North 36°06’07” West 92.73 feet; thence North 70°08’52” West 105.74 feet to the point of beginning.

PRIVATE STORMWATER FACILITIES DEPICTION