DECLARATION OF WATER EASEMENT

This Declaration 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:

Lots 1, and 2, Block 1, and Lots 1, 2, 11, 12, 13,14, and 15 Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota,

hereinafter collectively the "Lots" and each individually a "Lot"; and

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

Outlot A, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota, hereinafter “Outlot A”; and

WHEREAS, Declarant is the fee owner of the following described property and proposes to drill a well and pumping system (the "Well") located within the Well Easement Area located on a portion of Lot 2, Block 1, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota, as hereinafter described, to provide water to the Lots.

NOW, THEREFORE, in order to ensure the proper use and supply of water for the Lots, Declarant hereby imposes and subjects the Lots to the following conditions, restrictions, reservations, covenants, easements and restrictions:

1. Grant of Easements. Declarant hereby grants, bargains, sells and conveys to the record owners of the fee interest in the Lots, or in the case of a Lot which has been sold on a Contract for Deed, the vendee, (each an "Owner"), their heirs, successors and assigns, a perpetual right to use the Well to obtain water therefrom for household uses and other ordinary residential uses on said Lots, together with a perpetual easement over, across and under said Lots, Outlot A and platted Christopherson Lane SW and Pagenhart Road SW for the construction, operation, maintenance, repair and replacement of the Well and waterlines from the Well to each of the Lots. The easements granted herein shall be over and across that portion of each Lot and Outlot A described and depicted in Exhibit A as the "Well Easement Area" and the "Waterline Easement Area", respectively. In the event any Owner desires to use the Well for other than residential purposes, including the maintenance of a swimming pool and the like, it shall be necessary to obtain the permission of the Owners of the other Lots.

2. Declarant's Obligations. Declarant shall construct the Well and waterlines from the Well to each of the Lots.

3. Owners' Obligations. The Owner of each Lot shall be responsible for the initial cost of constructing and installing: (i) a backflow preventer per Minnesota Department of Health and Olmsted County requirements; and (ii) waterlines from his/her Lot line to any improvements constructed on such Lot. Thereafter, to the extent any waterlines and other related appurtenances benefit the Owner of one Lot only, the Owner of such Lot shall maintain and repair the same at his/her sole expense, and to the extent such waterlines and other related appurtenances benefit

more than one Lot, the Owners of the benefited Lots shall maintain and repair the same as their joint pro rata equal expense. Any Owner conducting maintenance and repair of waterlines within the public right of way shall obtain prior written consent of Rochester Township. The Township, by its consent, shall have no financial responsibility for the installation or maintenance of Owner's waterlines.

4. Operation, Maintenance, Repair and Replacement of the Well. The cost of operating, maintaining, repairing and replacing the Well shall be borne equally by the Owners, their heirs, successors and assigns, from the time said owner connects to the system. The electricity for the operation of the Well shall be centrally metered, and the Owner of each Lot shall be responsible for paying a pro rata share of the charge for electricity. Each Owner shall pay his/her pro rata share of the cost of operating, maintaining, repairing and replacing the Well within 30 days after notice of cost and, if any Owner shall fail to pay his/her pro rata share of such cost within that time, it shall constitute a lien against his/her Lot and shall bear interest from the date due at the maximum provided by law. The other Owners, or any one of them, may bring an action at law against an Owner failing to pay his/her pro rata share of such cost to pay the same or foreclose the lien against the property pursuant to the statutes of the State of Minnesota relating to mortgage foreclosures by action.

5. Termination of Declaration. In the event that the Well runs dry or is condemned and the use thereof prohibited by the proper authorities, this Declaration shall be null and void unless each Owner shall pay his/her pro rata share of the cost of a new well and pumping system in which case this Declaration shall remain in full force and effect and shall apply to such new well and pumping system.

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 are appurtenant thereto;

(b) create an equitable servitude upon the respective 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.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

GMR Development, Inc.

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, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Dunlap Seeger
Attorneys at Law
30 Third Street SE, Suite 400
P.O. Box 549
Rochester, MN 55903-0549
(507) 288-9111

EXHIBIT A

WELL EASEMENT AREA

The South 30 feet of the North 40 feet of the West 30 feet of Lot 2, Block 1, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

WATERLINE EASEMENT AREAS

The South 10 feet of the North 20 feet of the West 40 feet of Lot 2, Block 1, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The South 10 feet of the North 20 feet of OUTLOT 'A', MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The South 10 feet of the North 10 feet of the East 10 feet of Lot 1, Block 1, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The West 10 feet of the East 20 feet of the South 15 feet of Lot 2, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The West 10 feet of the East 20 feet of the North 15 feet of Lot 1, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The East 10 feet of the West 20 feet of the South 10 feet of Lot 11, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The East 10 feet of the West 20 feet of Lot 12, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

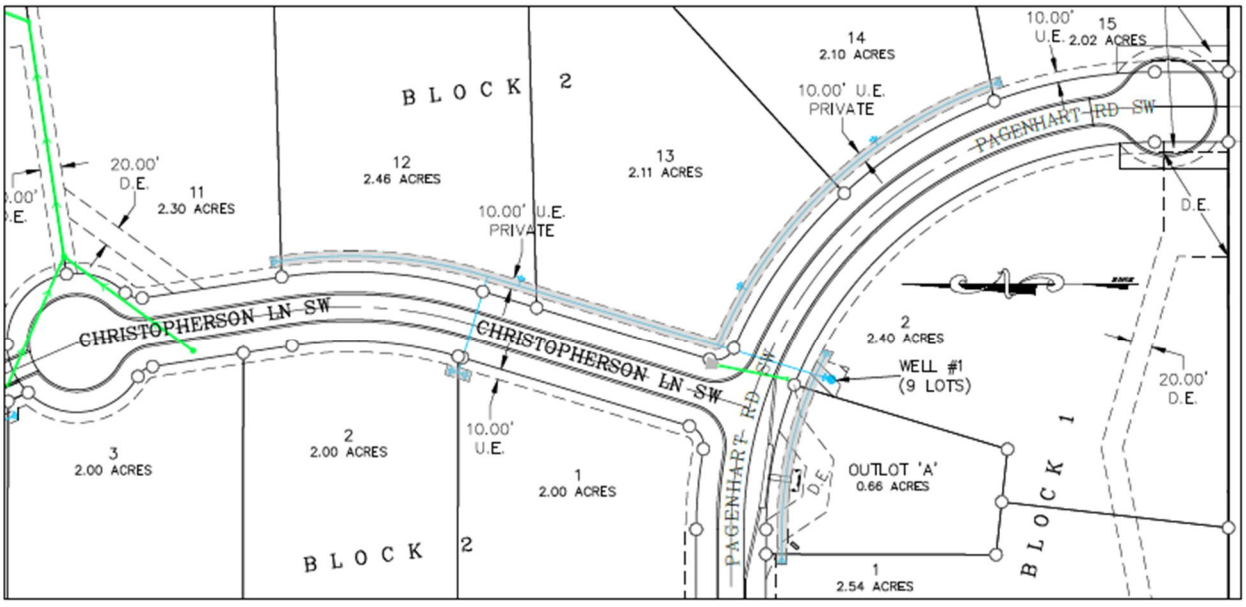
The East 10 feet of the West 20 feet and the North 10 feet of the South 20 feet of Lot 13, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The Northeasterly 10 feet of the Southwesterly 20 feet of Lot 14, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

ALSO

The Northeasterly 10 feet of the Southwesterly 20 feet of the Northerly 10 feet of Lot 15, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.



WATERLINE EASEMENT AREA (CONT.)

ALSO