

When recorded, mail to:

Morton County Planning and Engineering
2916 37th St NW
Mandan, ND 58554

HONEY HILLS ESTATES STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (this "Agreement") is an agreement for the diversion, retention, and disposal of stormwater runoff subject to certain terms and conditions contained herein. This Agreement is entered into by and among:

- Morton County, North Dakota, hereafter, the "**County**",
- MBR Properties LLC, a North Dakota limited liability company, the Developer of Honey Hills Estates and current landowner, its successors and assigns, and
- Honey Hills Estates LLC, a North Dakota nonprofit limited liability company, the Homeowners' Association for Honey Hills Estates, its successors and assigns

MBR Properties LLC and Honey Hills Estates LLC shall collectively be referred to as the "**Owner**". Honey Hills Estates LLC shall succeed to the interest of MBR Properties LLC in the Honey Hills Estates development project, and shall in all respects be bound by this Agreement in place of and instead of MBR Properties LLC.

Owner is the landowner of the real property located in Morton County described below (the "**Property**"), which is being developed by Owner as the Honey Hills Estates First and Honey Hills Estates Second development project :

Honey Hills Estates First, being all of Lot 1, Block 2, Shaw Subdivision located in NE $\frac{1}{4}$ of Section 32 and W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 33, Township 140 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota and

Honey Hills Estates Second, being all of Lot 1, Block 1, Shaw Subdivision located in Section 32, Township 140 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota

This Agreement:

- (1) Runs with the land and over, under, and across the Property; and
- (2) Is executed:

- (A) Pursuant to the Honey Hills Estates Storm Water Management Plan dated May 2024 and accepted by the United States Army Corp of Engineers (USACE), North Dakota Environmental Quality (NDDEQ), and Morton County Engineering.

Owner agrees to each of the following:

- (1) All drainage structures and retention basins within the Property (the "Drainage Improvements"), as identified on Exhibit A attached hereto and incorporated by reference herein, affected by this Agreement shall not, at any time hereafter, be filled or altered in a manner that deviates from the elevations and required stormwater storage volume(s) shown on the Honey Hills Estates Storm Water Plan unless prior written authorization is granted by the USACE, NDDEQ, and Morton County Engineering.
- (2) Owner shall not, at any time hereafter, block, obstruct, or impede in any manner the flow of water across or through the Property and into the Drainage Improvements.
- (3) Owner shall maintain, as an ongoing obligation, the Drainage Improvements approved by the County in accordance with the development plans of the original project on the Property described in the Permits and pursuant to the Permits themselves and any other documents incorporated by reference therein.
- (4) Owner will not erect any building or structure on or near the Drainage Improvements or in any way modify the Property in a manner that results in a reduction of percolation capacity that would cause the Drainage Improvements to retain storm water runoff for more than thirty-six (36) hours after a storm (the "Drainage Period").
- (5) Owner shall maintain the Drainage Improvements and provide an acceptable means for assuring that all basins drain within the Drainage Period.
- (6) In the event damage to any person or property results from the violation of any provision of this Agreement, Owner shall promptly remediate such damage and restore the Drainage Improvements, at Owner's sole cost and expense. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the County and each commission member, officer, employee, or agent thereof (the County, and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon to the violation of any provision of this Agreement by Owner, its officers, employees, agents, or contractors in the performance of this Agreement.
- (7) This Agreement shall be a covenant running with the land; the obligations hereunder shall continue with the transfer of title or ownership of the Property to any and all future owners or assigns and shall be personal obligations of any such successor Owner, to the fullest extent permitted by law.

(8) Attached hereto as an Addendum, and incorporated hereinto, is a Stormwater Maintenance Plan which Owner agrees to adhere to and by bound by.

OWNER--DEVELOPER

MBR Properties LLC, a North Dakota limited liability company

Randy Rhone

Managing Member Signature

Randy Rhone- Managing Member
Printed Name and Title

PO Box 1272, Bismarck ND 58502
Address

STATE OF North Dakota
COUNTY OF Morton) ss

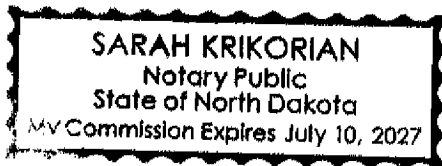
On Aug. 20th, 2024, before me personally appeared Randy Rhone whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, who appeared as Managing Member of MBR Properties LLC a ND Limited Liability Company, and acknowledged that they signed this document on behalf thereof.

Sarah Krikorian

Notary Public

July 10 2027
My Commission Expires

[Notary Seal]



HOMEOWNERS' ASSOCIATION

Honey Hills Estates LLC, a North Dakota nonprofit limited liability company

Randy Rhone

Director—Board of Directors, Signature

Randy Rhone- Director of the Board of Directors
Printed Name and Title

PO Box 1272, Bismarck ND 58502
Address

STATE OF North Dakota)
COUNTY OF MORTON) ss

On Aug. 20th, 2024, before me personally appeared Randy Rhone whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, who appeared as Director of the Board of Directors of Honey Hills Estates LLC, a North Dakota nonprofit limited liability company and acknowledged that they signed this document on behalf thereof.

Sarah Krikorian
Notary Public

July 10, 2027
My Commission Expires

[Notary Seal]



COUNTY

Morton County

Reviewed by: [Signature]

Signature

John Saiti

Name

County Engineer

Title

Accepted by: [Signature]

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MORTON)

On sep 12, 2024, before me personally appeared Nathan Boehm whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, who appeared as Chairman, Board of Commissioners of Morton County, North Dakota, and acknowledged that they signed this document on behalf thereof.

[Signature]
Notary Public

April 26, 2027
My Commission Expires

[Notary Seal]

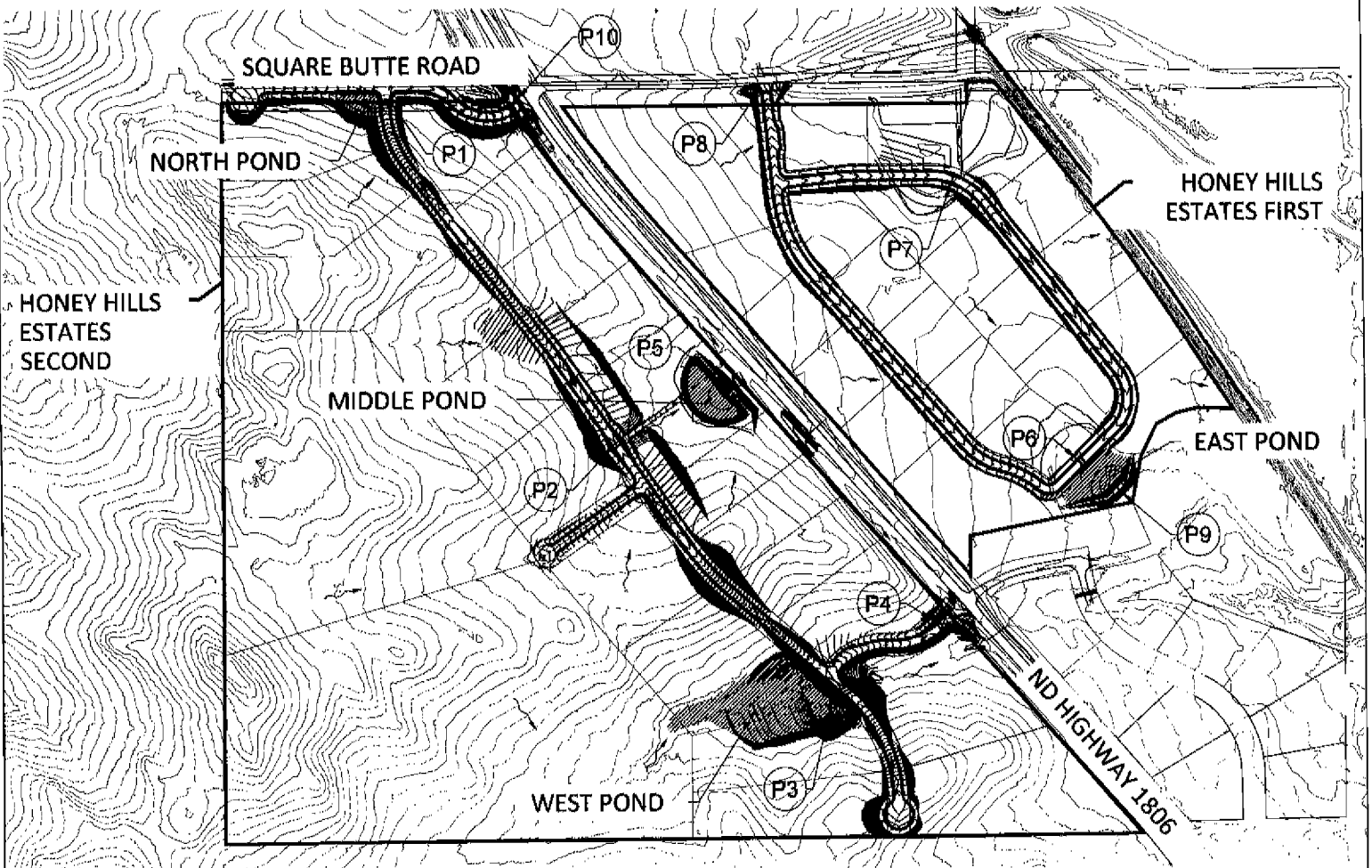


EXHIBIT A
TO
STORM DRAINAGE FACILITIES AGREEMENT

[Depiction of Storm Drainage Facilities]

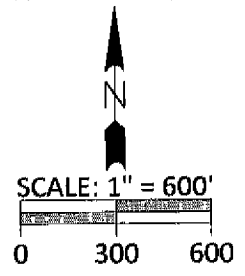
(See the following page).

EXHIBIT "A"
DRAINAGE STRUCTURES & RETENTION BASINS



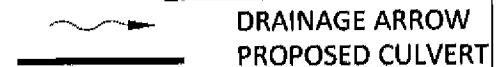
PROPOSED STORM SEWER	
#	SIZE
P1	PRO 12" CSP (x1) PRO 15" CSP (x2)
P2	PRO 42" CSP (x2)
P3	PRO 15" CSP & PRO 36" CSP (x2)
P4	PRO 48" CSP (x2)
P5	PRO 36" CST (x2)
P6	PRO 18" CSP (x2)
P7	PRO 18" CSP
P8	PRO 36" CSP
P9	PRO 24" CSP
P10	PRO 30" CSP (X2)

CSP = CORRUGATED STEEL PIPE
(SPIRAL RIB)



SURVEY INFO: VERT. DATUM: NAVD88
HORIZ DATUM: 1983 STATE PLANE

LEGEND



**Independent Land Surveying
& Engineering Inc.**

4215 OLD RED TRAIL NW, Mandan, ND 58554
Phone: 701-663-5184 Cell: 701-220-0968 PROJ # 22128

STRUCTURES & RETAINAGE BASINS
EXHIBIT "A"

SITE GRADING & ROADWAY IMPROVEMENTS
HONEY HILLS ESTATES FIRST & SECOND
MORTON COUNTY, NORTH DAKOTA

ADDENDUM

STORMWATER MAINTENANCE PLAN

For
Honey Hills Estates First
Honey Hills Estates Second

1. Introduction:

Honey Hills Estates First and Honey Hills Estates Second have internally-connected stormwater systems that collect and manage stormwater for the development project. This stormwater system was designed to contain and support the stormwater runoff of a 100-year event. Maintenance and inspection of this Stormwater system is critical for downstream environmental protection, pollution, and regulatory compliance. MBR Properties LLC, a North Dakota limited liability, the Developer, and its successors and assigns, and Honey Hills Estates LLC, a North Dakota nonprofit limited liability company, the Homeowners' Association, are solely responsible for all financial obligations and all maintenance obligations of this this Stormwater Maintenance Plan.

2. Objectives:

The purpose of this Stormwater Maintenance Plan is to provide internal and downstream stormwater control and protection as designed and engineered by Independent Land Survey and Engineering, located at 4215 Old Red Trail, Mandan ND 58554, and contact phone is 701-595-2079. The stormwater systems was built to this design by Earth Moving Solutions LLC, located at 815 West Burleigh Avenue, Bismarck, ND 58504.

3. Inventory of Infrastructure:

See Exhibit A

4. Maintenance and Inspection Responsibilities:

The Stormwater System for Honey Hills Estates First and Honey Hills Estates Second will be inspected by a licensed contractor, qualified to perform such work, within 24 hours after every 100-year rain event, and annually between May 15 and June 15. The contractor shall submit the inspection results and pictures to Developer, MBR Properties LLC, and to Honey Hills Estates LLC, the Homeowners' Association. Any needed repairs or items of concern shall be addressed as soon as practical by a North Dakota Class A licensed contractor. A completion letter and pictures of the completed repairs shall be sent out to parties of interest.

5. Summer Maintenance Activities:

Mowing, Weed Control, and Trash Pickup within Stormwater Easements will occur three times a year: May, July, and September.

6. Record Keeping:

All records of maintenance, repairs will be kept by the Honey Hills Estates Homeowners' Association Secretary and will be made promptly available to any agent of the County upon request.

7. Evaluation--Continuous Improvement:

The Developer and the Homeowners Association will meet annually and discuss feedback from inspections, maintenance activities, and regulatory requirements to improve effectiveness over time.

MBR Properties LLC and Honey Hills Estates LLC have executed this Stormwater Maintenance Plan on this 20th day of August, 2024.

OWNER--DEVELOPER

MBR Properties LLC, a North Dakota limited liability company




Managing Member Signature

Randy Rhone- Managing Member
Printed Name and Title

PO Box 1272, Bismarck ND 58502
Address

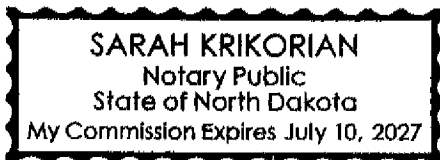
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COUNTY OF MORTON) ss

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Notary Public

July, 10th 2027
My Commission Expires

[Notary Seal]



HOMEOWNERS' ASSOCIATION

Honey Hills Estates LLC, a North Dakota nonprofit limited liability company

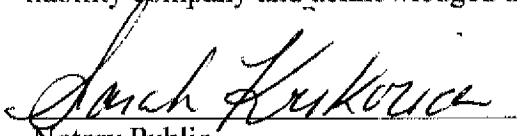

Director— Board of Directors, Signature

Randy Rhone- Director of the Board of Directors
Printed Name and Title

PO Box 1272, Bismarck ND 58502
Address

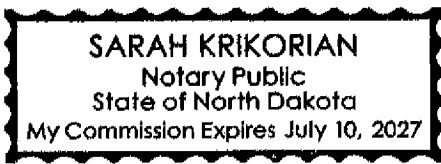
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Notary Public

July 10th 2027
My Commission Expires

[Notary Seal]



COUNTY RECORDER, MORTON COUNTY, ND

521445

I certify that this instrument was filed and recorded.

Nancy Seefeldt, County Recorder Fee \$75.00

By Nancy Seefeldt September 17, 2024 3:11:46 P

County Recorder

521445

Morton County

Mandan ND 58554

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