

**PL201900184**  
**Mall of American Waterpark**  
**8000 24th Avenue South**

No delinquent taxes  
Transfer Entered



Dec 31, 2019 2:00 PM

Doc No **T05674091**

Hennepin County, Minnesota  
Mark Chapin  
County Auditor and Treasurer

Certified, filed and/or recorded on  
Dec 31, 2019 2:00 PM

Office of the Registrar of Titles  
Hennepin County, Minnesota  
Martin McCormick, Registrar of Titles  
Mark Chapin, County Auditor and Treasurer

Deputy 120

Pkg ID 1926929C

Document Recording Fee

\$46.00

***Document Total***

\$46.00

**PID(s)**

01-027-24-24-0007

**Existing Certs**

1497151

DECLARATION OF ACCESS AND UTILITY EASEMENTS  
FOR  
MALL OF AMERICA 9<sup>TH</sup> ADDITION

MOAC LAND HOLDINGS, LLC, a Delaware limited liability company ("MOAC Land" or "Declarant") makes this DECLARATION OF ACCESS AND UTILITY EASEMENTS FOR MALL OF AMERICA 9<sup>TH</sup> ADDITION ("Declaration") as of 12/24, 2019 ("Effective Date").

RECITALS:

A. MOAC Land is the fee owner of Lots 1, 2, 3 and 4, Block 1, Mall of America 9<sup>th</sup> Addition located on property generally known as the Met Center site immediately north of Mall of America in Bloomington, Minnesota (the "Development Property").

B. MOAC Land is developing the Development Property as a mixed used retail, entertainment and hospitality center connected to Mall of America.

C. MOAC Land is executing this Declaration to declare and create certain easements for vehicular and pedestrian access, utilities and storm water drainage over and across and benefitting portions of the Development Property.

NOW, THEREFORE, in consideration of the benefits that will inure to the Development Property pursuant to this Declaration, MOAC Land hereby declares and imposes on the Development Property the following easements, covenants and restrictions:

1. Definitions. When used in this Declaration, the following capitalized terms and phrases are defined as set forth in this Section 1.

1.1 "Access Easement Areas" shall have the meaning set forth in Section 2.1 below.

1.2 "Access Area Improvements" means the improvements within or adjacent to the Access Easement Areas which will be constructed in the future in relation to the existing private access roadway within the Development Property.

1.3 "Authorized Parties" means the Occupants, customers, guests, invitees, employees, vendors, contractors and agents of the specific Person referenced.

1.4 "Declaration" means this document as defined on page 1 together with all amendments.

1.5 "Development Property" shall have the meaning set forth in Recital A.

1.6 "Lot" means any existing or future legally subdivided lot, outlot or other parcel within the Development Property. As of the Effective Date, the Lots are Lots 1, 2, 3 and 4, Block 1, Mall of America 9<sup>th</sup> Addition. The term "Lots" means two or more of the Lots described in this Section. In the event of the subdivision of a Lot after the Effective Date, each subdivided Lot will be defined as a Lot under this Declaration, and an Owner of a subdivided Lot will be an Owner under this Declaration. In the event of the subdivision of a Lot after the Effective Date, no amendment of this Declaration is needed.

1.7 "Occupant" means a Person, other than an Owner, who possesses or occupies all or any portion of a Lot including, without limitation, a tenant or subtenant of an Owner.

1.8 "Owner" means any Person, including MOAC Land, who has a fee ownership interest in a Lot, including a contract for deed or a memorandum or other instrument evidencing a ground lease of 40 years (including options) recorded against the Lot.

1.9 "Person" means an individual, corporation, limited liability company, partnership, trustee under a trust, personal representative, guardian, conservator, government, governmental subdivision or agency, or other legal or commercial entity capable of holding title to real estate.

1.10 "Purchaser" means a Person, other than a MOAC Land or an Affiliate of a MOAC Land, who, by means of a voluntary transfer, acquires a fee title interest to a Lot or acquires equitable title to and legal possession of a Lot pursuant to a contract for deed or ground lease for more than 40 years.

1.11 "Secured Party" means a Person owning a perfected interest in a Lot, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a mortgagee's interest in a mortgage, a vendor's interest in a contract for deed, a lessor's interest in a lease intended as security, a holder's interest in a sheriff's certificate of sale during the period of redemption, an assignee's interest in the assignment of leases or rents intended as security, a pledgee's interest in the pledge of an ownership interest, or any other interest intended as security for an obligation under a written agreement.

## 2. Declaration and Imposition of Access Easement.

2.1 Grant of Access Easement and Determination of Access Easement Areas. MOAC Land hereby declares, grants and imposes a perpetual, non-exclusive easement (the "Access Easement") over and across the portions of the Development Property which are legally described and depicted in the attached Exhibit A, as the same may be amended from time to time in accordance with this Declaration (the "Access Easement Areas") for the purpose of passage, ingress, egress and access by vehicles, trucks, other motorized and non-motorized methods of transportation, and pedestrians, subject to the terms and conditions set forth in this Declaration. Access Easement Areas are intended to include drive lane areas to the back of the curb only. The Access Easement is an appurtenance to the Development Property.

2.2 Improvements within the Access Easement Area. The Access Area Improvements do not exist as of the Effective Date and will be constructed after the Effective

Date. MOAC Land has the right in its discretion, to initially construct, or authorize a third party to initially construct, the Access Area Improvements within the Access Easement Areas.

2.3 Use of the Access Easement Areas. The Access Easement rights are limited to the use of the Access Easement Areas by Owners and, to the extent authorized by an Owner, the Owner's Authorized Parties, for passage, ingress, egress and access by vehicles, trucks, other motorized and non-motorized methods of transportation and pedestrians, including, but not limited to, the entry and exit of delivery and service trucks and fire and/or emergency vehicles. The Access Easement Areas will at all times be used for two-way vehicular traffic. Use of the Access Easement Areas must be reasonable so as not to interfere with or obstruct the free flow of traffic within the Access Easement Areas, and parking, storage or stopping for deliveries is prohibited within the Access Easement Areas.

2.4 Maintenance of the Access Area Improvements. MOAC Land or its successors and assigns will operate, maintain, repair and replace the Access Area Improvements in accordance with this Declaration and the cost of such operation, maintenance, repair and replacement shall be paid by each Owner to MOAC Land and calculated on the basis of the total area of any respective Lot as compared to the total lot area of the Development Property, less the Access Easement Area.

2.5 Changes to or Relocation of Access Area Improvements or Access Easement Areas. Notwithstanding anything to the contrary in this Declaration, MOAC Land may undertake any of the following to the Access Area Improvements and Access Easement Areas: (a) make any changes necessary to comply with governmental regulations; (b) install traffic, pedestrian and directional signs, lines and markers, to the extent necessary for regulation and control; (c) make changes and relocations as necessary in the event of eminent domain or to prevent a dedication or accrual of any prescriptive rights by any person; (d) perform the construction, maintenance, repair and replacement allowed under this Declaration; and (e) make temporary relocations to the extent necessary for construction within the Development Property, operation of the businesses within the Development Property and to perform the obligations and rights of the Declarant under this Declaration.

3. Declaration and Imposition of Drainage and Utility Easement.

3.1 Grant of Utility Easement. MOAC Land hereby declares, grants and imposes a perpetual, non-exclusive easement (the "Drainage and Utility Easement") under and across the portions of the Development Property which are legally described and depicted on the attached Exhibit B, as the same may be amended from time to time in accordance with this Declaration, (the "Drainage and Utility Easement Areas") for the construction, operation, maintenance, repair, replacement, removal and relocation of above and below ground storm water drainage facilities (the "Drainage Improvements") and above and below ground utilities ("Utilities"), subject to the terms and conditions set forth in this Declaration. The Drainage and Utility Easement is an appurtenance to the Development Property.

3.2 Improvements within the Drainage and Utility Easement Areas. The Drainage Improvements and Utilities do not exist as of the Effective Date and will be constructed after the Effective Date. MOAC Land will have the right in its discretion, to initially construct, or

authorize a third party to initially construct, the Drainage Improvements and Utilities within the Drainage and Utility Easement Areas.

3.3 Initial Construction of Access Area Improvements. The Access Easement Areas and the Drainage and Utility Easement Areas overlap. As a result, Access Area Improvements will be constructed within the Drainage and Utility Easement Areas. MOAC Land has the right in its discretion, to initially construct, or authorize a third party to initially construct, Access Area Improvements that are located both within the Access Easement Areas and the Drainage and Utility Easement Areas.

3.4 Use of Drainage and Utility Easement Areas. The Drainage and Utility Easement rights are limited to the use of the Drainage and Utility Easement Areas by Owners and, to the extent authorized by an Owner, the Owner's Authorized Parties, for the operation, maintenance, repair, replacement, removal and relocation of Drainage Improvements and Utilities. The Drainage Improvements and Utilities will be underground, except that certain equipment and access points may be at or above ground level as is reasonable and customary, and further may be temporarily located above ground as may be necessary during periods of construction; provided that any at or above ground equipment will not interfere with the free flow of vehicular and pedestrian traffic. The use of the Drainage and Utility Easement Areas will be reasonable and in common with all persons entitled to use the Drainage and Utility Easement Areas.

3.5 Maintenance of Drainage Improvements and Utilities. To the extent not operated, maintained, repaired and replaced by the utility provider, MOAC Land will operate, maintain, repair and replace the Drainage Improvements and Utilities in accordance with this Declaration and the cost of such operation, maintenance, repair and replacement shall be paid by each Owner to MOAC Land and calculated on the basis of the total area of any respective Lot as compared to the total lot area of the Development Property, less the Drainage and Utility Easement Areas.

3.6 Changes to or Relocation of Common Drainage Improvements and Utilities and Drainage and Utility Easement Areas. MOAC Land has the right in its discretion, to modify or relocate the Drainage and Utility Easement Areas, and to execute and record, without the joinder or consent of any other Owner or any Person claiming any right, title or interest under this Declaration, one or more amendments to this Declaration which amend Exhibit B to amend and relocate the Drainage and Utility Easement Areas provided that the amendment provides Owners with the same or similar access to Drainage Improvements and Utilities. Notwithstanding anything to the contrary in this Declaration, MOAC Land may undertake any of the following to the Drainage Improvements and Utilities and the Drainage and Utility Easement Areas: (a) make any changes necessary to comply with governmental regulations; (b) make changes and relocations as necessary in the event of eminent domain or to prevent a dedication or accrual of any prescriptive rights by any person; (c) perform the construction, maintenance, repair and replacement allowed under this Declaration; and (d) make temporary relocations to the extent necessary for construction within the Development Property, operation of the businesses within the Development Property and to perform the obligations and rights of the Declarant under this Declaration.

4. No Easement for Parking. Nothing in this Declaration creates any cross easements for parking between the Lots. No Owner or its Authorized Parties has any right under

this Declaration to use any parking spaces for any purpose on any other Owner's Lot. Each Owner or its Authorized Parties, at its cost, will be responsible to enforce parking violations within its Lot, and may install signs designating exclusive or prohibited parking.

5. Enforcement of Declaration. So long as MOAC Land owns any Lot, MOAC Land may enforce the provisions of this Declaration through an action in Hennepin County District Court or, to the extent legally permitted, Hennepin County Conciliation Court, seeking damages, a temporary restraining order, a temporary or permanent injunction and any other appropriate relief.

6. Subdivision. So long as MOAC Land owns any Lot, MOAC Land has the right to subdivide the Lot in in compliance with applicable law or any variances granted in accordance with applicable law and, in connection with any such subdivision to (a) divide any Lot MOAC Land owns in to one or more Lots; (b) convey one or more Lots to the City, other governmental authority or any third party or Affiliate; (c) execute and record, without the joinder or consent of any other Owner or any Person claiming any right, title or interest under this Declaration, one or more amendments to this Declaration which clarifies the description of the subdivided Lots subject to this Declaration.

7. Indemnification. Each Owner will indemnify, defend, release and hold each other Owner, and each other Owner's Authorized Parties harmless from and against all claims, damages, costs, expenses or losses (including reasonable attorneys' fees and costs) that arise or result from any of the following related to this Declaration or the Lots: (a) any breach or default by an Owner or its Authorized Parties under this Declaration; (b) any negligence or intentional misconduct of an Owner or its Authorized Parties; (c) any lien for labor or material caused by an Owner or its Authorized Parties; and (d) any construction activities performed or authorized by an Owner or its Authorized Parties. Notwithstanding any of the foregoing provisions to the contrary, an Owner will have no obligation to indemnify and hold another Owner harmless from any claims, damages, costs, expenses or losses that are a result of any negligent or intentional misconduct or omission of the other Owner or its Authorized Parties, or any other third party that is not an Authorized Party of such indemnifying Owner.

8. Covenants to Run with the Land. The easements, covenants, conditions and restrictions contained in this Declaration will run with the land. Such easements, covenants, conditions and restrictions will inure to the benefit and will be binding upon of the Owners of the Lots or any portion of the Lots, and their successors and assigns, from the date of this Declaration, irrespective of the manner in which such right, title or interest is acquired. The obligations of an Owner under this Declaration are terminated upon the sale or other transfer of its Lot, except a transferor will remain liable for any obligations that first arose prior to the date of such transfer and were required to be performed by the date of such transfer.

9. Recording. This Declaration will be recorded against all of the Lots in the proper Office of the Registrar of Titles in Hennepin County. The costs to record this document will be paid by MOAC Land.

10. Amendment and Termination. This Declaration may only be amended, modified or terminated in writing by the Declarant as provided in this this Declaration.

11. Notices. Any notice required or permitted pursuant to this Declaration will be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States mail, postage prepaid, either certified or first class mail, or (d) email or facsimile. Any notices by email or facsimile will be followed by delivery by one of the other means, which delivery by such other means will not be subject to timing deadlines. All notices will be sent to a party at the address last provided to or known by the party sending such notice. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address that was not properly given will not defeat or delay the giving of notice. Notices will be deemed given upon the earlier of the date of actual receipt or (1) at the time of delivery if by personal delivery, or (2) as of the date of first attempted delivery if by overnight delivery, or (3) upon receipt by email or facsimile as evidenced by a receipt transmission report.

12. Approval Rights. Unless otherwise specifically provided to the contrary in this Declaration, whenever consent or approval is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

13. Default and Remedies. If a Person fails to make any payment when due under this Declaration and such failure continues for ten (10) days after receipt of written notice from the Person entitled to payment, or if a Person fails to perform or comply with any other term, condition or obligation of this Declaration and such nonperformance continues for thirty (30) days after receipt of written notice from the Person specifying the nonperformance (or such longer period as may be reasonable under the circumstances if the nonperformance cannot be cured within thirty (30) days and the Person failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the Person failing to perform will be in default of this Declaration. Upon such default, the Person providing written notice hereunder may proceed to use self-help to cure the default by payment or performance. The defaulting Person will immediately reimburse the Person curing the default for all reasonable third party costs incurred to cure the default. The notice period will not be required in the event of an emergency condition, in which event the Person curing the failure to perform will give whatever notice is reasonable under the circumstances and will be immediately reimbursed by the Person failing to perform for all reasonable third party costs incurred to cure the failure to perform. Nothing contained in this Section will create any obligation on the part of any Person to exercise the rights granted herein or perform another Person's obligations. All remedies set forth in this Declaration are cumulative and will be deemed additional to any and all other remedies to which a Person may be entitled to at law or in equity, except that no default under this Declaration will: (a) entitle any Person to cancel, rescind, or otherwise terminate this Declaration; or (b) defeat or render invalid the lien of any mortgage made in good faith and for value. Each Person agrees that there will be no individual liability of any partners, officers, directors, shareholders or employees of a Person with respect to any claims under this Declaration and expressly waives any and all rights to proceed against such parties.

14. Interest; Attorneys' Fees. All amounts owed under this Declaration will accrue interest from the date of default at a rate which is the lesser of: (a) four percent (4%) in excess of the prime rate from time to time publicly announced by The Wall Street Journal (or such similar rate if such rate does not exist); or (b) the highest percent permitted by law. If any action, lawsuit, arbitration, proceeding or collection is initiated under this Declaration by reason of any Person's breach of this Declaration or failure to perform, then in such event, the prevailing party

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in such action, lawsuit or proceeding will be entitled to recover, and the non-prevailing party agrees to pay, all third party costs actually incurred as a result of such actions, including reasonable attorneys' fees and costs. The term "prevailing party" means that Person in whose favor any monetary or equitable award is made or in whose favor any dispute is resolved, regardless of any settlement offers or whether such award is determined by an arbitrator or court.

15. Miscellaneous. This Declaration will in all respects be interpreted, construed and enforced according to the laws of the State of Minnesota. In the event any provision of this Declaration will be held to be invalid, unenforceable or in conflict with the law of the jurisdiction, the remaining provisions of this Declaration will continue to be valid, enforceable and not be affected by such holding. No term or condition of this Declaration will be deemed waived unless expressed in writing. The waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Declaration may be executed separately and independently in any number of counterparts and each and all of which together will be deemed to have been executed simultaneously and regarded as one agreement dated as of the Effective Date. No Person, other than the Owners, including MOAC Land, will be deemed to have acquired any rights by reason of anything contained in this Declaration. This Declaration constitutes the entire agreement between the parties with respect to its subject matter and fully supersedes all prior written or oral agreements between the parties with respect to such matters. The Persons executing this Declaration have been duly authorized to do so, and this Declaration will be binding and fully enforceable in accordance with its terms upon the Owners of all Lots within the Development Property. Nothing contained herein will be deemed to be a gift or dedication to the general public for any public use or purpose whatsoever.

16. No Merger. Pursuant to Minnesota Statutes Section 507.47, the easements, covenants and restrictions declared and imposed in this Declaration are valid notwithstanding the common ownership of all or any of the Lots by an Owner. The common law doctrine of merger will not apply to extinguish the easements, covenants or restrictions set forth in this Declaration if, after Owner's common ownership is severed, all of the Lots are again owned by a common owner.

*[signature pages follow]*







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**8000 24th Avenue South**

THIS INSTRUMENT WAS DRAFTED BY:

Larkin Hoffman Daly & Lindgren, Ltd.  
8300 Norman Center Drive  
Suite 1000  
Minneapolis, Minnesota 55437  
(952) 835-3800 (WCG)

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**Mall of American Waterpark**  
**8000 24th Avenue South**

**Exhibit A**  
**to Declaration of Easements, Covenants and Restrictions for Mall of America 9<sup>th</sup> Addition,**  
**Hennepin County, Minnesota**

**Legal Description and Depiction of the Access Easement Areas**

An easement over and across that part of Lot 3, Block 1, MALL OF AMERICA 9TH ADDITION, filed of record in the office of the Registrar of Titles, Hennepin County, Minnesota, described as beginning at the southwest corner of said Lot 3; thence North 89 degrees 57 minutes 06 seconds East, assumed bearing, along the south line of said Lot 3, a distance of 113.74 feet; thence North 5 degrees 30 minutes 00 seconds West 65.81 feet; thence North 0 degrees 56 minutes 00 seconds West 68.25 feet; thence North 14 degrees 00 minutes 00 seconds West 223.71 feet; thence North 0 degrees 05 minutes 00 seconds West 26.14 feet to a point hereinafter referred to as "Point A"; thence continuing North 0 degrees 05 minutes 00 seconds West 135.26 feet to a point hereinafter referred to as "Point B"; thence continuing North 0 degrees 05 minutes 00 seconds West 13.76 feet; thence northerly, northeasterly and easterly 78.61 feet along a tangential curve concave to the southeast having a radius of 50.00 feet and a central angle of 90 degrees 05 minutes 00 seconds; thence on a bearing of East, tangent to said curve, 66.25 feet to a point hereinafter referred to as "Point C"; thence continuing on a bearing of East 434.89 feet to a point hereinafter referred to as "Point D"; thence continuing on a bearing of East 48.92 feet; thence easterly and southeasterly 70.69 feet along a tangential curve concave to the southwest having a radius of 90.00 feet and a central angle of 45 degrees 00 minutes 00 seconds; thence South 45 degrees 00 minutes 00 seconds East, tangent to the last described curve, 152.83 feet; thence southeasterly, southerly and southwesterly 106.46 feet along a tangential curve concave to the west, having a radius of 90.00 feet and a central angle of 67 degrees 46 minutes 24 seconds to a point hereinafter referred to as "Point E"; thence continuing southwesterly 11.35 feet along said curve concave to the northwest having a radius of 90.00 feet and a central angle of 7 degrees 13 minutes 36 seconds; thence South 30 degrees 00 minutes 00 seconds West, tangent to the last described curve, 54.76 feet; thence South 33 degrees 56 minutes 42 seconds West 134.99 feet; thence southwesterly and southerly 59.50 feet along a tangential curve concave to the southeast having a radius of 100.00 feet and a central angle of 34 degrees 05 minutes 26 seconds; thence South 00 degrees 08 minutes 44 seconds East, tangent to the last described curve, 72.50 feet; thence South 19 degrees 02 minutes 00 seconds West 47.06 feet to said south line of Lot 3; thence North 89 degrees 57 minutes 06 seconds East, along said south line of Lot 3, a distance of 112.42 feet; thence North 6 degrees 00 minutes 00 seconds West 69.39 feet; thence North 0 degrees 05 minutes 57 seconds West 87.26 feet; thence northerly and northeasterly 47.28 feet, along a tangential curve concave to the southeast having a radius of 90.00 feet and a central angle of 30 degrees 05 minutes 57 seconds; thence North 30 degrees 00 minutes 00 seconds East, tangent to the last described curve, 71.58 feet; thence northerly, northeasterly and easterly, 67.91 feet along a tangential curve concave to the south having a radius of 50.00 feet and a central angle of 77 degrees 49 minutes 24 seconds; thence easterly 12.12 feet along a reverse curve

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concave to the north having a radius of 140.00 feet and a central angle of 4 degrees 57 minutes 41 seconds to a point hereinafter referred to as "Point F"; thence continuing easterly 31.43 feet along said curve concave to the north having a radius of 140.00 feet and a central angle of 12 degrees 51 minutes 42 seconds; thence on a bearing of East, tangent to the last described curve, 191.55 feet to a point hereinafter referred to as "Point G"; thence continuing on a bearing of East 90.23 feet; thence on a bearing of South 17.19 feet to the northerly line of Lot 4, said Block 1; thence on a bearing of East, along said northerly line of Lot 4, a distance of 51.00 feet; thence on a bearing of North 55.46 feet; thence North 77 degrees 03 minutes 00 seconds West 52.33 feet; thence on a bearing of West 281.78 feet; thence westerly 31.94 feet along a tangential curve concave to the north having a radius of 90.00 feet and a central angle of 20 degrees 19 minutes 55 seconds; thence westerly, northwesterly and northerly 49.75 feet along a compound curve concave to the northeast having a radius of 40.00 feet and a central angle of 71 degrees 15 minutes 27 seconds; thence northerly and northwesterly 113.84 feet along a reverse curve concave to the southwest having a radius of 140.00 feet and a central angle of 46 degrees 35 minutes 22 seconds; thence North 45 degrees 00 minutes 00 seconds West, tangent to the last described curve, 152.83 feet; thence northwesterly and westerly 109.96 feet along a tangential curve to southwest having a radius of 140.00 feet and a central angle of 45 degrees 00 minutes 00 seconds; thence on a bearing of West 646.78 feet; thence South 0 degrees 05 minutes 00 seconds East 283.80 feet; thence South 1 degree 50 minutes 00 seconds East 115.02 feet; thence South 10 degrees 00 minutes 00 seconds East 43.32 feet; thence on a bearing of South 144.34 feet; thence South 22 degrees 37 minutes 50 seconds West 43.77 feet to the point of beginning.

Together with a 16.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point A"; thence on a bearing of East 8.79 feet to the westerly line of Lot 1, said Block 1 and said centerline there terminating.

Together with a 26.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point B"; thence on a bearing of East 6.91 feet to said westerly line of Lot 1 and said centerline there terminating.

Together with a 19.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point C"; thence on a bearing of South 8.77 feet to the northerly line of said Lot 1 and said centerline there terminating.

Together with a 24.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point D"; thence on a bearing of South 10.57 feet to the northerly line of Lot 2, said Block 1 and said centerline there terminating.

Together with a 24.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point E"; thence North 60 degrees 00 minutes 00 seconds West 10.66 feet to the easterly line of said Lot 2 and said centerline there terminating.

Together with a 40.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point F"; thence South 12 degrees 51 minutes 42 seconds West 21.23 feet to said northerly line of Lot 4 and said centerline there terminating.

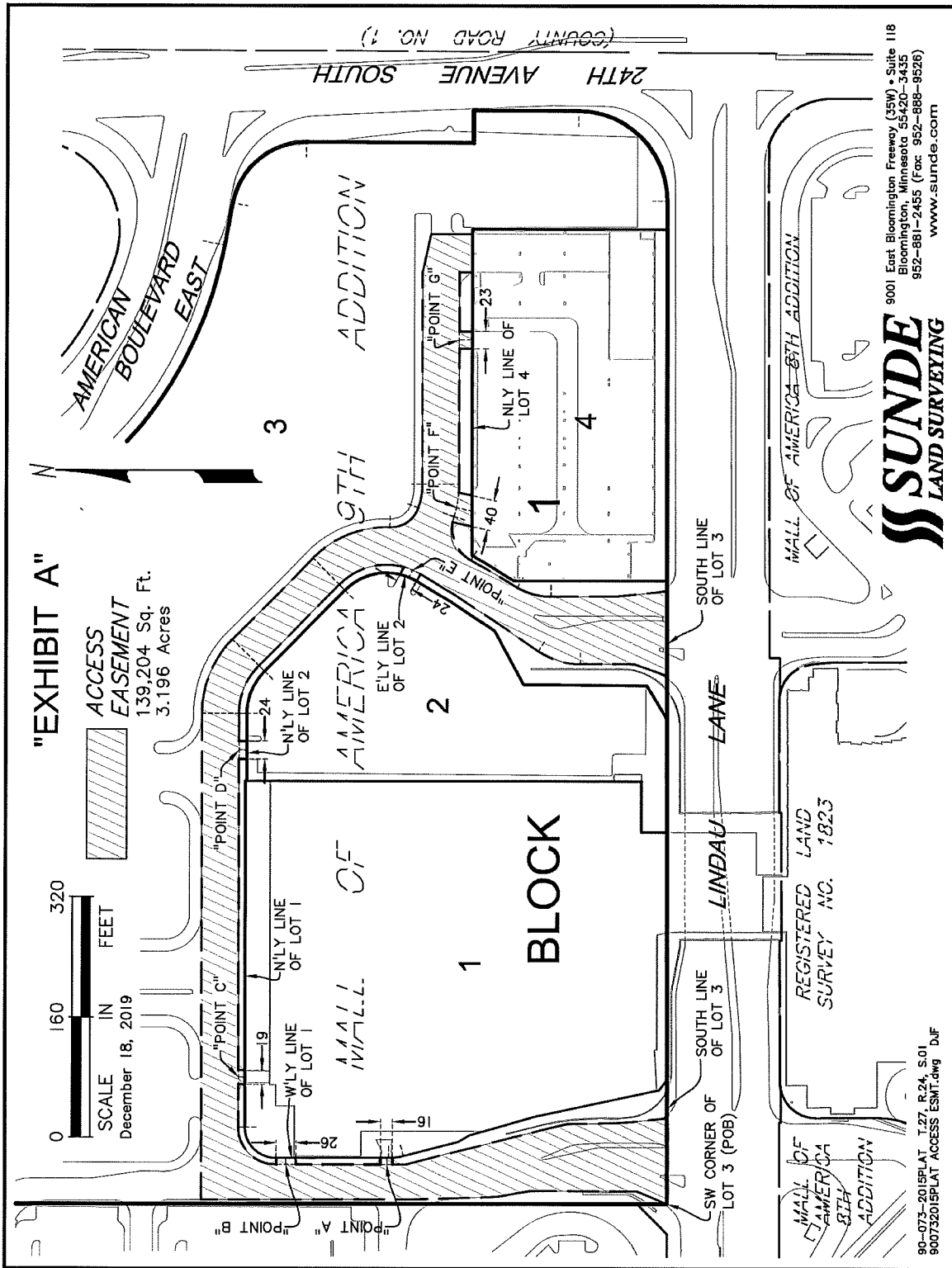
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Together with a 23.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point G"; thence on a bearing of South 17.19 feet to said northerly line of Lot 4 and said centerline there terminating.

The side lines are to be prolonged or shortened to terminate at the first above described easement and at the Lot lines.

NOTE: The plat of MALL OF AMERICA 9TH ADDITION has not been filed of record as of the December 18, 2019.

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**Exhibit B**  
**to Declaration of Easements, Covenants and Restrictions for Mall of America 9<sup>th</sup> Addition,**  
**Hennepin County, Minnesota**

**Legal Description and Depiction of the Drainage and Utility Easement Areas**

An easement over, under and across that part of Lot 3, Block 1, MALL OF AMERICA 9TH ADDITION, filed of record in the office of the Registrar of Titles, Hennepin County, Minnesota, described as beginning at the southwest corner of said Lot 3; thence North 89 degrees 57 minutes 06 seconds East, assumed bearing, along the south line of said Lot 3, a distance of 113.74 feet; thence North 5 degrees 30 minutes 00 seconds West 65.81 feet; thence North 0 degrees 56 minutes 00 seconds West 68.25 feet; thence North 14 degrees 00 minutes 00 seconds West 223.71 feet; thence North 0 degrees 05 minutes 00 seconds West 26.14 feet to a point hereinafter referred to as "Point A"; thence continuing North 0 degrees 05 minutes 00 seconds West 135.26 feet to a point hereinafter referred to as "Point B"; thence continuing North 0 degrees 05 minutes 00 seconds West 13.76 feet; thence northerly, northeasterly and easterly 78.61 feet along a tangential curve concave to the southeast having a radius of 50.00 feet and a central angle of 90 degrees 05 minutes 00 seconds; thence on a bearing of East, tangent to said curve, 66.25 feet to a point hereinafter referred to as "Point C"; thence continuing on a bearing of East 434.89 feet to a point hereinafter referred to as "Point D"; thence continuing on a bearing of East 48.92 feet; thence easterly and southeasterly 70.69 feet along a tangential curve concave to the southwest having a radius of 90.00 feet and a central angle of 45 degrees 00 minutes 00 seconds; thence South 45 degrees 00 minutes 00 seconds East, tangent to the last described curve, 152.83 feet; thence southeasterly, southerly and southwesterly 106.46 feet along a tangential curve concave to the west, having a radius of 90.00 feet and a central angle of 67 degrees 46 minutes 24 seconds to a point hereinafter referred to as "Point E"; thence continuing southwesterly 11.35 feet along said curve concave to the northwest having a radius of 90.00 feet and a central angle of 7 degrees 13 minutes 36 seconds; thence South 30 degrees 00 minutes 00 seconds West, tangent to the last described curve, 54.76 feet; thence South 33 degrees 56 minutes 42 seconds West 134.99 feet; thence southwesterly and southerly 59.50 feet along a tangential curve concave to the southeast having a radius of 100.00 feet and a central angle of 34 degrees 05 minutes 26 seconds; thence South 00 degrees 08 minutes 44 seconds East, tangent to the last described curve, 72.50 feet; thence South 19 degrees 02 minutes 00 seconds West 47.06 feet to said south line of Lot 3; thence North 89 degrees 57 minutes 06 seconds East, along said south line of Lot 3, a distance of 112.42 feet; thence North 6 degrees 00 minutes 00 seconds West 69.39 feet; thence North 0 degrees 05 minutes 57 seconds West 87.26 feet; thence northerly and northeasterly 47.28 feet, along a tangential curve concave to the southeast having a radius of 90.00 feet and a central angle of 30 degrees 05 minutes 57 seconds; thence North 30 degrees 00 minutes 00 seconds East, tangent to the last described curve, 71.58 feet; thence northerly, northeasterly and easterly, 67.91 feet along a tangential curve concave to the south having a radius of 50.00 feet and a central angle of 77 degrees 49 minutes 24 seconds; thence easterly 12.12 feet along a reverse curve



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concave to the north having a radius of 140.00 feet and a central angle of 4 degrees 57 minutes 41 seconds to a point hereinafter referred to as "Point F"; thence continuing easterly 31.43 feet along said curve concave to the north having a radius of 140.00 feet and a central angle of 12 degrees 51 minutes 42 seconds; thence on a bearing of East, tangent to the last described curve, 191.55 feet to a point hereinafter referred to as "Point G"; thence continuing on a bearing of East 90.23 feet; thence on a bearing of South 17.19 feet to the northerly line of Lot 4, said Block 1; thence on a bearing of East, along said northerly line of Lot 4, a distance of 51.00 feet; thence on a bearing of North 55.46 feet; thence North 77 degrees 03 minutes 00 seconds West 52.33 feet; thence on a bearing of West 281.78 feet; thence westerly 31.94 feet along a tangential curve concave to the north having a radius of 90.00 feet and a central angle of 20 degrees 19 minutes 55 seconds; thence westerly, northwesterly and northerly 49.75 feet along a compound curve concave to the northeast having a radius of 40.00 feet and a central angle of 71 degrees 15 minutes 27 seconds; thence northerly and northwesterly 113.84 feet along a reverse curve concave to the southwest having a radius of 140.00 feet and a central angle of 46 degrees 35 minutes 22 seconds; thence North 45 degrees 00 minutes 00 seconds West, tangent to the last described curve, 152.83 feet; thence northwesterly and westerly 109.96 feet along a tangential curve to southwest having a radius of 140.00 feet and a central angle of 45 degrees 00 minutes 00 seconds; thence on a bearing of West 646.78 feet; thence South 0 degrees 05 minutes 00 seconds East 283.80 feet; thence South 1 degree 50 minutes 00 seconds East 115.02 feet; thence South 10 degrees 00 minutes 00 seconds East 43.32 feet; thence on a bearing of South 144.34 feet; thence South 22 degrees 37 minutes 50 seconds West 43.77 feet to the point of beginning.

Together with a 16.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point A"; thence on a bearing of East 8.79 feet to the westerly line of Lot 1, said Block 1 and said centerline there terminating.

Together with a 26.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point B"; thence on a bearing of East 6.91 feet to said westerly line of Lot 1 and said centerline there terminating.

Together with a 19.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point C"; thence on a bearing of South 8.77 feet to the northerly line of said Lot 1 and said centerline there terminating.

Together with a 24.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point D"; thence on a bearing of South 10.57 feet to the northerly line of Lot 2, said Block 1 and said centerline there terminating.

Together with a 24.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point E"; thence North 60 degrees 00 minutes 00 seconds West 10.66 feet to the easterly line of said Lot 2 and said centerline there terminating.

Together with a 40.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point F"; thence South 12 degrees 51 minutes 42 seconds West 21.23 feet to said northerly line of Lot 4 and said centerline there terminating.

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Together with a 23.00 foot easement over and across that part of said Lot 3, the centerline of said easement is described as beginning at said "Point G"; thence on a bearing of South 17.19 feet to said northerly line of Lot 4 and said centerline there terminating.

The side lines are to be prolonged or shortened to terminate at the first above described easement and at the Lot lines.

NOTE: The plat of MALL OF AMERICA 9TH ADDITION has not been filed of record as of the December 18, 2019.

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