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Hennepin County, Minnesota  
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Mark Chapin, County Auditor and Treasurer

Deputy 26

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Document Recording Fee

\$46.00

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***Document Total***

\$46.00

## FIRST AMENDMENT TO MUTUAL EASEMENT, CONSTRUCTION, AND MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO MUTUAL EASEMENT, CONSTRUCTION, AND MAINTENANCE AGREEMENT (this “Amendment”) is made and entered into this 29th day of January, 2021 (“Amendment Effective Date”), by WIXON PROPERTIES, LLC, a Minnesota limited liability company (“Wixon”), and KTJ 348, LLC, a Minnesota limited liability company (“KTJ”) (Wixon and KTJ, collectively, the “Parties”, and each individually, a “Party”).

### RECITALS:

A. This Amendment amends that certain Mutual Easement, Construction, and Maintenance Agreement dated as of July 17, 1985, by and among the following original parties (the “Original Parties”): Vicorp Baker Restaurants, Inc. (“Vicorp”), and Burger Brothers Properties (“Burger Brothers”), and recorded in the Office of the County Recorder of Hennepin County, Minnesota as Document No. 5015683 and in the Hennepin County Register of Deeds as Document No. T 1658798 (the (“ECM”). Capitalized terms used herein but not otherwise defined shall have the meanings therefor that are set forth in the ECM.

B. The Parties are successors to the Original Parties to the ECM as follows: (i) Wixon is the owner of the Burger Brothers Property and is the successor in interest to Burger Brothers under the ECM; and (ii) KTJ is the owner of the Vicorp Property and is the successor in interest to Vicorp under the ECM.

C. KTJ is redeveloping the Vicorp Property and, in connection therewith, the Parties desire to approve KTJ’s plans for the Vicorp Property and, in connection therewith, reconfigure the locations of some of the easements established by the ECM.

D. The Parties also desire to update the notice provisions of the ECM and to make certain minor, non-substantive corrections to the ECM.

### AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties amend the ECM as follows:

1. Approval of KTJ Site Plan. Attached hereto as “Amendment Exhibit A” is KTJ’s site plan showing its proposed redevelopment of the Vicorp Property (the “KTJ Site Plan”). Wixon hereby approves the KTJ Site Plan and consents to the construction and installation of the building

and improvements (including the reconfiguration of the Parking Lot on the Vicorp Property and the Related Facilities) as shown thereon (collectively, the "KTJ Improvements"). KTJ, at its sole cost and expense, shall construct and install the KTJ Improvements.

2. Pro Rata Share of Maintenance Costs. The definition of Pro Rata Share of Maintenance Costs of set forth in Section 1.)(13) is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

"Pro Rata Share of Maintenance Costs – shall mean 42.40% for the Vicorp Property and 57.60% for the Burger Brothers Properties."

3. New Parking Lot and Easements Plan. Attached hereto is "Amendment Exhibit B", entitled "Reconfigured Easements Plan" (the "Reconfigured Easements Plan"). The Reconfigured Easements Plan replaces Exhibits B, C, D, E, and F of the ECM in their entirety, and depicts the locations of the easements established by the ECM (as modified by this Amendment) on one page. In connection with the foregoing, the locations of the easements, and certain other definitions established by the ECM, are modified as follows:

- a. The term "Burger Brothers Access Easement Area" [previously defined in Subsection (03) of Section 1.) of the ECM] is redefined to mean the land that is depicted on and designated "Burger Brothers Access Easement Area" on the Reconfigured Easements Plan;
- b. The term "Burger Brothers Parking Easement Area" [previously defined in Subsection (04) of Section 1.) of the ECM] is redefined to mean the land that is depicted on and designated "Burger Brothers Parking Easement Area" on the Reconfigured Easements Plan. The five (5) southernmost standard parking stalls located on the East property line of the Burger Brothers Property (adjacent to and north of the two (2) handicapped parking stalls) shall be reserved for the sole and exclusive use of the Burger Brothers Property;
- c. The term "Designated Access Routes" [previously defined in Subsection (05) of Section 1.) of the ECM] is redefined to mean the routes for pedestrian and vehicular traffic access across the Vicorp Parking Easement Area and the Burger Brothers Parking Easement Area, as shown on the Reconfigured Easements Plan;
- d. The term "Parking Lots" [previously defined in Subsection (11) of Section 1.) of the ECM] is redefined to mean the existing parking lot on the Burger Brothers Property, and the reconfigured parking lot on the Vicorp Property, as shown on the KTJ Site Plan;
- e. The term "Related Facilities" [previously defined in Subsection (14) of Section 1.) of the ECM] is redefined to curbs, gutters, storm sewer, lighting and landscaping (whether existing or constructed in connection with KTJ's reconfiguration of the Parking Lot on the Vicorp Property) located within the Parking Lots and the Designated Access Routes;
- f. The term "Vicorp Access Easement Area" [previously defined in Subsection

(15) of Section 1.) of the ECM] is redefined to mean the land that is depicted on and designated “Vicorp Access Easement Area” on the Reconfigured Easements Plan; and

- g. The term “Vicorp Parking Easement Area” [previously defined in Subsection (16) of Section 1.) of the ECM] is redefined to mean the land that is depicted on and designated “Vicorp Parking Easement Area” on the Reconfigured Easements Plan.

4. Notices. Section 13.) of the ECM is deleted in its entirety and replaced with the following:

“13.) Notices. – Any notice required or permitted pursuant to this Agreement shall 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, with read receipt and delivery receipt requested. All notices shall be sent to a party at the address set forth below, or to such other address or person as the party shall have designated in writing. Notices shall be deemed given upon the earlier of the date of actual receipt or (i) at the time of delivery if by personal delivery, (ii) as of the date of first attempted delivery if by overnight delivery or certified mail, or (iii) if by email, by the date of delivery set forth in the electronic confirmation of delivery to the recipient’s server:

If to the Owner of the Vicorp Property:

KTJ 348, LLC  
Attn: David Scott  
400 Water Street, Suite 200  
Excelsior, MN 55331  
Email: Dave@oppidan.com  
Phone: 952-294-1255

If to the Owner of the Burger Brothers Property:

Wixon Properties, LLC  
Attn: Daniel Wixon  
27590 Panama  
Webster, MN 55088

With a copy to:

Michael J. Orme  
Orme & Associates, Ltd.  
4040 Nicols Road  
Eagan, MN 55122  
Email: [morme@ormelaw.com](mailto:morme@ormelaw.com)  
Phone: 651-688-7646

AND

Mike Whalen  
EFH Co.  
2999 W. County Road 42, Suite 206  
Burnsville, MN 55306  
Email: [mwhalen@efhco.com](mailto:mwhalen@efhco.com)  
Phone: 952-890-6450

Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.”

5. ECM in Full Force and Effect. The ECM, as amended by this Amendment, is in full force and effect.

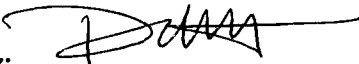
6. Conflict Provision. This Amendment is intended to amend the provisions of the ECM. To the extent that any of the provisions contained herein are inconsistent with the provisions of the Declaration, the provisions of this Amendment shall control.

7. Effective Date. This Amendment shall be in full force and effect as of the Amendment Effective Date.

*(Remainder of page left intentionally blank. Signature pages follow.)*

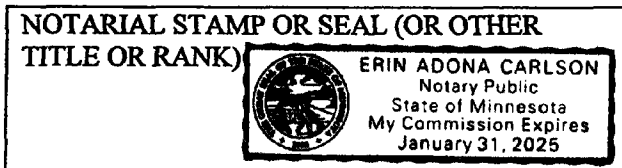
IN WITNESS WHEREOF, the undersigned has executed this FIRST AMENDMENT TO MUTUAL EASEMENT, CONSTRUCTION, AND MAINTENANCE AGREEMENT as of the Amendment Effective Date.

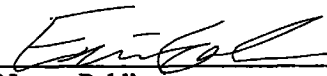
KTJ 348, LLC,  
a Minnesota limited liability company

By:   
David Scott, Vice President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing was acknowledged before me this 29 day of January, 2021, by David Scott, the Vice President of KTJ 348, LLC, a Minnesota limited liability company, on behalf of the company.



  
Notary Public  
My commission expires: 1/31/2025

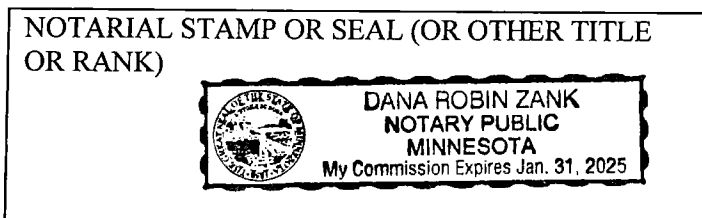
IN WITNESS WHEREOF, the undersigned has executed this FIRST AMENDMENT TO MUTUAL EASEMENT, CONSTRUCTION, AND MAINTENANCE AGREEMENT as of the Amendment Effective Date.

WIXON PROPERTIES, LLC,  
a Minnesota limited liability company

By: [Signature]  
Print Name: Daniel Wixon  
Title: President

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF Dakota                    )

The foregoing was acknowledged before me this 28<sup>th</sup> day of January, 2021, by Daniel Wixon, the President of Wixon Properties, LLC, a Minnesota limited liability company, on behalf of the company.



[Signature]  
Notary Public  
My commission expires: Jan. 31, 2025

☒ A PORTION OF THE PROPERTY AFFECTED BY THIS INSTRUMENT IS TORRENS.  
THIS INSTRUMENT IS TO BE RECORDED IN THE OFFICE OF THE HENNEPIN  
COUNTY RECORDER AND WITH THE HENNEPIN COUNTY REGISTER OF DEEDS.

THIS INSTRUMENT DRAFTED BY AND  
IS TO BE RETURNED UPON RECORDING TO:

Oppidan, Incorporated (KMR)  
400 Water Street, Suite 200  
Excelsior, MN 55331

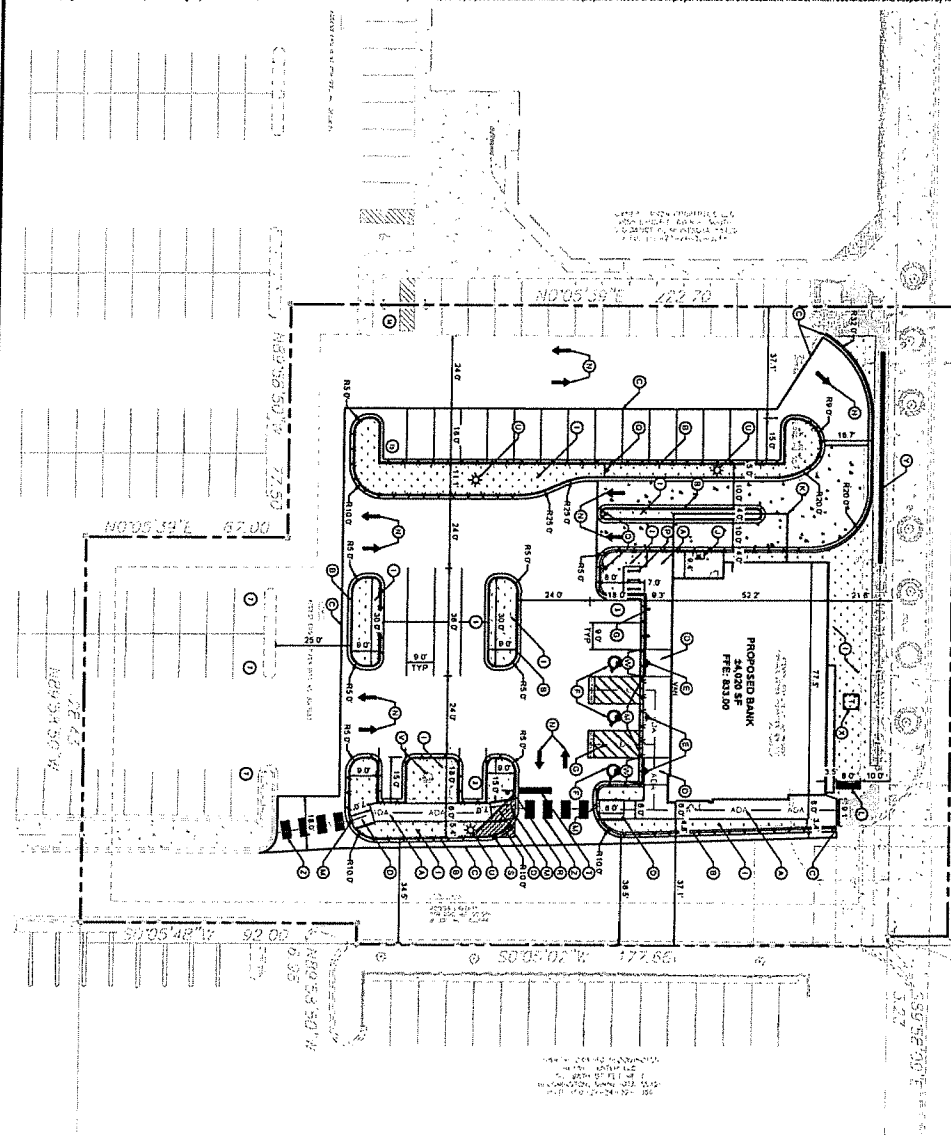
AMENDMENT EXHIBIT A

KTJ SITE PLAN



## HENNEPIN COUNTY STATE AID HIGHWAY NO. 1 PLAT 64

WEST 98TH STREET  
VARIABLE WIDTH ALIGNMENT OF ROAD



### SITE PLAN NOTES

- [illegible]

### **LEGEND**

PROPERTY AND CASUALTY  
STOCK EXCHANGE LISTED  
PROPOSED STANDARD CLAIM AND OUTLET  
ACCESSIBLE ROUTE, NATIONAL CROSS-BORDER  
BILLS THAT EXCEED IN AND INTERNATIONAL  
BILLS THAT EXCEED IN AND INTERNATIONAL

### PROPERTY SUMMARY

| BANK OF AMERICA                |                     |
|--------------------------------|---------------------|
| TOTAL PROPERTY AREA            | 55,774 SF (1.26 AC) |
| EXISTING RIGHT-OF-WAY EASEMENT | 4,100 SF (0.10 AC)  |
| NET PROPERTY AREA              | 51,501 SF (1.18 AC) |
| PROPOSED BARRICADE AREA        | 44,308 SF (1.04 AC) |
| PROPOSED PERROWES AREA         | 6,317 SF (0.14 AC)  |
| TOTAL DISTURBED AREA           | 70,183 SF (1.60 AC) |

## BUILDING DATA SUMMARY

| AREAS                     |   |
|---------------------------|---|
| PROPOSED PROPERTY         | 63,774 SF (1.26 AC)                       |
| BUILDING AREA             | 4,026 SF (0.07 AC) TOTAL<br>PROPERTY AREA |
| PARKING                   |   |
| REQUIRED PARKING          | 19 SPACES @ 1,240 SF                      |
| PROPOSED PARKING          | 64 SPACES (SHADED)                        |
| ADA STALLS (WC)/ PROPOSED | 3 STALLS / 3 STALLS                       |

**KEYNOTE LEGEND**

## KEYNOTE LEGEND

- |    |   |
|----|---|
| 1  | CONCRETE SLAB                                       |
| 2  | 1/2" COARSE GRAVEL (17%)                            |
| 3  | MAINT/DRAINAGE DIRT OR FINEST/STAY COARSE & SLITTER |
| 4  | ACCESSIBLE CURB SLOPE                               |
| 5  | ACCESSIBLE & PAVING SIDEWALK/PAVEMENT               |
| 6  | ACCESSIBLE & PAVING SIDEWALK/PAVEMENT               |
| 7  | ASPH. STRIPPED WITH GRASS & 1/4" O.C.               |
| 8  | STANDARD DUMP TRUCK/PAVEMENT                        |
| 9  | LANDSCAPE AREA - SEE LANDSCAPE PLAN                 |
| 10 | OPEN UP 1/4" HOLES - SEE DETAIL/PAVEMENT            |
| 11 | OPEN UP 1/4" HOLES - SEE DETAIL/PAVEMENT            |
| 12 | PHOTOCOPY INFORMATION SIGN                          |
| 13 | FLAT CURB   |
| 14 | DIRECTIONAL LIGHTING                                |
| 15 | 1/2" STEEL, 1/4" THICK                              |
| 16 | RECTANGLE SIGN                                      |
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| 96 | 1/4" TO 1/2" STEEL SIGN, 3/4                        |

PRELIMINARY - NOT FOR CONSTRUCTION

|                      |   |
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| SHEET NUMBER<br>C400 | BANK OF<br>AMERICA<br>PREPARED FOR<br>OPPIDAN |
|                      | BLOOMINGTON MN                                |

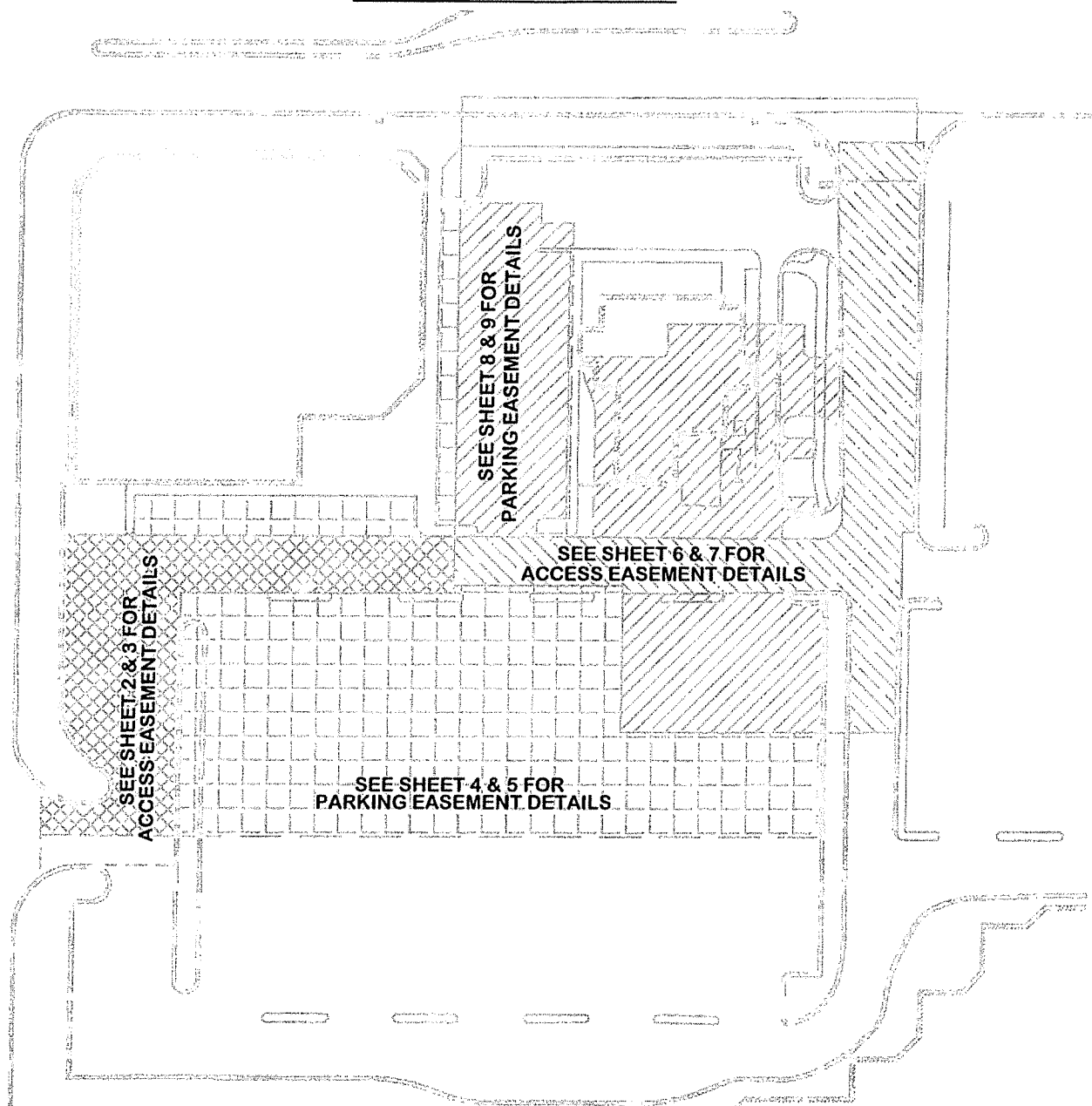
## SITE PLAN


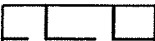
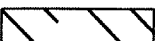
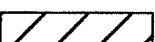
|   |   |
|---|---|
| XHA PROJECT<br>160774048<br>DATE<br>12/20/2019<br>SCALE AS SHOWN<br>DESIGNED BY BPC<br>DRAWN BY BPC<br>CHECKED BY BRJ | I HEREBY CERTIFY THAT THIS PLAN,<br>SPECIFICATION OR REPORT WAS PREPARED BY<br>ME OR UNDER MY DIRECT SUPERVISION AND<br>THAT I AM A DULY LICENSED PROFESSIONAL<br>ENGINEER UNDER THE LAWS OF THE STATE OF<br>MINNESOTA.<br><br>_____<br>BETHANN R. JOHNSON<br><br>DATE: 12/20/2019      MN LIC. NO. 63061 |
|---|---|

**Kimley»»Horn**  
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.  
167 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114  
PHONE: 651-445-1167  
WWW.KIMLEY-HORN.COM

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| No. | REVISIONS | DATE | BY |

AMENDMENT EXHIBIT B  
Reconfigured Easements Plan

**EASEMENT EXHIBITS****LEGEND**

|   |                                  |
|---|----------------------------------|
|  | BURGER BROTHERS ACCESS EASEMENT  |
|  | BURGER BROTHERS PARKING EASEMENT |
|  | VICORP ACCESS EASEMENT           |
|  | VICORP PARKING EASEMENT          |

**EXHIBIT TYPE FOR:****Kimley-Horn & Associates Inc.**SITE LOCATION: 611 98th Street West  
Bloomington, Minnesota 55420**Egan, Field & Nowak, Inc.**  
land surveyors since 18721229 Tyler Street NE, Suite 100  
Minneapolis, Minnesota 55413  
PHONE: (612) 466-3300  
FAX: (612) 466-3383  
WWW.EFNSURVEY.COM

COPYRIGHT © 2019 By EGAN, FIELD &amp; NOWAK, INC.

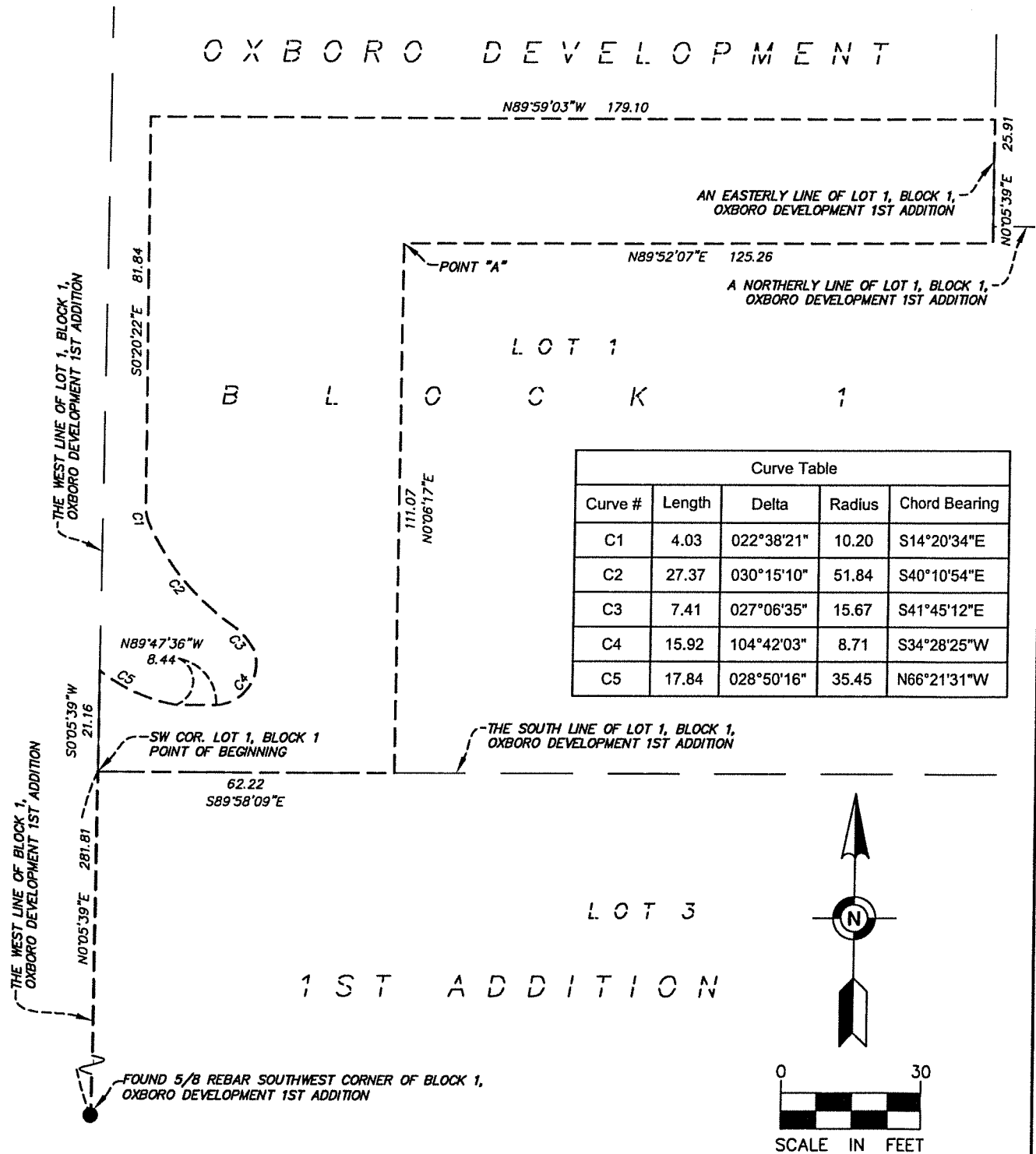
**BURGER BROTHERS ACCESS EASEMENT**

EXHIBIT TYPE FOR:

**Kimley-Horn & Associates Inc.**SITE LOCATION: 611 98th Street West  
Bloomington, Minnesota 55420**Egan, Field & Nowak, Inc.**

land surveyors since 1872

1229 Tyler Street NE, Suite 100  
Minneapolis, Minnesota 55413  
PHONE: (612) 466-3300  
FAX: (612) 466-3383

WWW.EFNSURVEY.COM

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## BURGER BROTHERS ACCESS EASEMENT DESCRIPTION

An easement for access purposes over, under and across that part of Lot 1, Block 1, OXBORO DEVELOPMENT 1ST ADDITION, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of Block 1, OXBORO DEVELOPMENT 1ST ADDITION; North 00 degrees 05 minutes 39 seconds East, assumed bearing, along the west line of said Block 1, a distance of 281.81 feet to the southwest corner of said Lot 1, being the point of beginning of said easement to be described; thence South 89 degrees 58 minutes 09 seconds East along the south line of said Lot 1, a distance of 62.22 feet; thence North 00 degrees 06 minutes 17 seconds East, a distance of 111.07 feet to a point hereinafter known as Point "A"; thence North 89 degrees 52 minutes 07 seconds East, a distance of 125.26 feet to the southerly extension of an easterly line of Lot 1, Block 1 OXBORO DEVELOPMENT 1ST ADDITION; thence North 00 degrees 05 minutes 39 seconds East, along said easterly line and its extension, a distance of 25.91 feet; thence North 89 degrees 59 minutes 03 seconds West, a distance of 179.10 feet; thence South 00 degrees 20 minutes 22 seconds East, a distance of 81.84 feet; thence southeasterly 4.03 feet along a non-tangential curve concave to the east having a radius of 10.20 feet and central angle of 22 degrees 38 minutes 21 seconds, and the chord bears South 14 degrees 20 minutes 34 seconds East; thence southeasterly 27.37 feet along a non-tangential curve concave to the east having a radius of 51.84 feet, a central angle of 30 degrees 15 minutes 10 seconds, and the chord of said curve bears South 40 degrees 10 minutes 54 seconds East; thence southeasterly 7.41 feet along a non-tangential curve concave to the southwest having a radius of 15.67 feet, a central angle of 27 degrees 06 minutes 35 seconds, and the chord of said curve bears South 41 degrees 45 minutes 12 seconds East; thence southwesterly 15.92 feet along a non-tangential curve concave to the northwest having a radius of 8.71 feet, a central angle of 104 degrees 42 minutes 03 seconds, and the chord of said curve bears South 34 degrees 28 minutes 25 seconds West; thence North 89 degrees 47 minutes 36 seconds West, not tangent to last said curve, a distance of 8.44 feet; thence northwesterly 17.84 feet to the west line of said Block 1 along a non-tangential curve concave to the northeast having a radius of 35.45 feet, a central angle of 28 degrees 50 minutes 16 seconds, and the chord of said curve bears North 66 degrees 21 minutes 31 seconds West; thence South 00 degrees 05 minutes 39 seconds West, not tangent to the last described curve, along the west line of said Block 1, a distance of 21.16 feet to the point of beginning.

Said access easement contains 10,228 square feet or 0.2348 acres.

### EXHIBIT TYPE FOR:

**Kimley-Horn & Associates Inc.**

SITE LOCATION: 611 98th Street West  
Bloomington, Minnesota 55420



**Egan, Field & Nowak, Inc.**  
land surveyors since 1872

1229 Tyler Street NE, Suite 100  
Minneapolis, Minnesota 55413  
PHONE: (612) 466-3300  
FAX: (612) 466-3383

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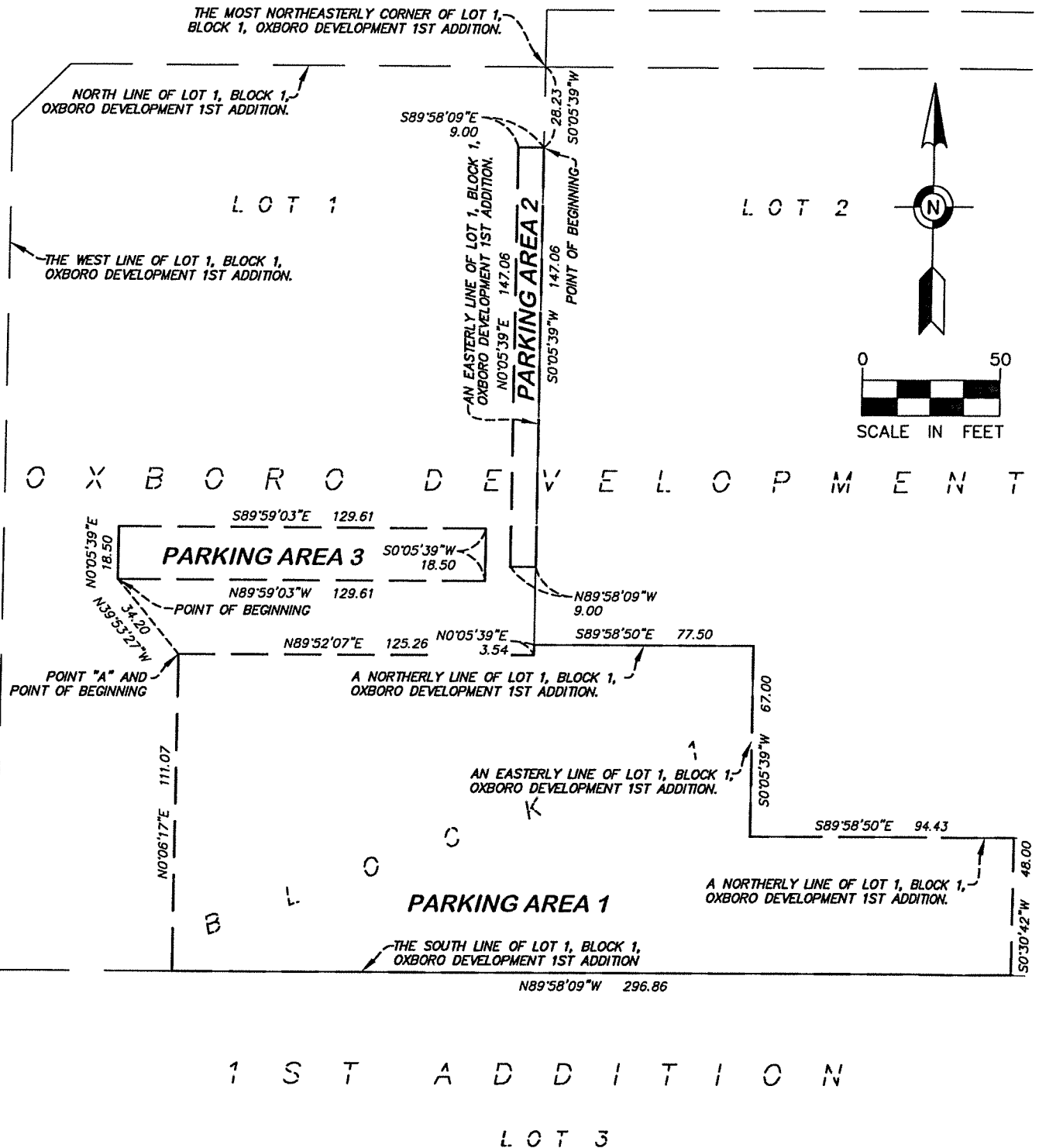
**BURGER BROTHERS PARKING EASEMENT**

EXHIBIT TYPE FOR:

**Kimley-Horn & Associates Inc.**SITE LOCATION: 611 98th Street West  
Bloomington, Minnesota 55420**Egan, Field & Nowak, Inc.**

land surveyors since 1872

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## BURGER BROTHERS PARKING EASEMENT DESCRIPTION

An easement for parking purposes over, under and across that part of Lot 1, Block 1, OXBORO DEVELOPMENT 1ST ADDITION, Hennepin County, Minnesota, described as follows:

Beginning at Point "A", as referenced in the herein before described Burger Brothers Access Easement; thence North 89 degrees 52 minutes 07 seconds East, a distance of 125.26 feet to the southerly extension of an easterly line of Lot 1, Block 1 OXBORO DEVELOPMENT 1ST ADDITION; thence North 00 degrees 05 minutes 39 seconds East, along said extension a distance of a distance of 3.54 feet to a northerly line of said Lot 1; thence South 89 degrees 58 minutes 50 seconds East along said northerly line, a distance of 77.50 feet to an easterly line of said Lot 1; thence South 00 degrees 05 minutes 39 seconds West along said easterly line, a distance of 67.00 feet to a northerly line of said Lot 1; thence South 89 degrees 58 minutes 50 seconds East along last described northerly line, a distance of 94.43 feet; thence South 00 degrees 30 minutes 42 seconds West, a distance of 48.00 feet to the south line of said Lot 1; thence North 89 degrees 58 minutes 09 seconds West along the south line of said Lot 1, a distance of 296.86 feet; thence North 00 degrees 06 minutes 17 seconds East, a distance of 111.07 feet to the point of beginning. Said easement area is labeled as Parking Area 1 on the exhibit accompanying this description.

TOGETHER WITH:

An easement for parking purposes over under and across that part of Lot 1, Block 1, OXBORO DEVELOPMENT 1ST ADDITION, Hennepin County, Minnesota, described as follows:

Beginning at the most northeasterly corner of said Lot 1; thence South 00 degrees 05 minutes 39 seconds West, assumed bearing, along an easterly line of said Lot 1, a distance of 28.23 feet to the point of beginning of said easement to be described; thence continuing South 00 degrees 05 minutes 39 seconds West along the easterly line of said Lot 1, a distance of 147.06 feet; thence North 89 degrees 58 minutes 09 seconds West, a distance of 9.00 feet; thence North 00 degrees 05 minutes 39 seconds East, a distance of 147.06 feet; thence South 89 degrees 58 minutes 09 seconds East, a distance of 9.00 feet to the point of beginning. Said easement area is labeled as Parking Area 2 on the exhibit accompanying this description.

TOGETHER WITH:

An easement for parking purposes over under and across that part of Lot 1, Block 1, OXBORO DEVELOPMENT 1ST ADDITION, Hennepin County, Minnesota, described as follows:

Commencing at Point "A"; thence North 39 degrees 53 minutes 27 seconds West, a distance of 34.20 feet to the point of beginning of said easement to be described; thence North 00 degrees 05 minutes 39 seconds East, a distance of 18.50 feet; thence South 89 degrees 59 minutes 03 seconds East, a distance of 129.61 feet; thence South 00 degrees 05 minutes 39 seconds West, a distance of 18.50 feet; thence North 89 degrees 59 minutes 03 seconds West, a distance of 129.61 feet to the point of beginning. Said easement area is labeled as Parking Area 3 on the exhibit accompanying this description.

Said parking easements contain 31,091 square feet or 0.71375 acres.

EXHIBIT TYPE FOR:

**Kimley-Horn & Associates Inc.**

SITE LOCATION: 611 98th Street West  
Bloomington, Minnesota 55420

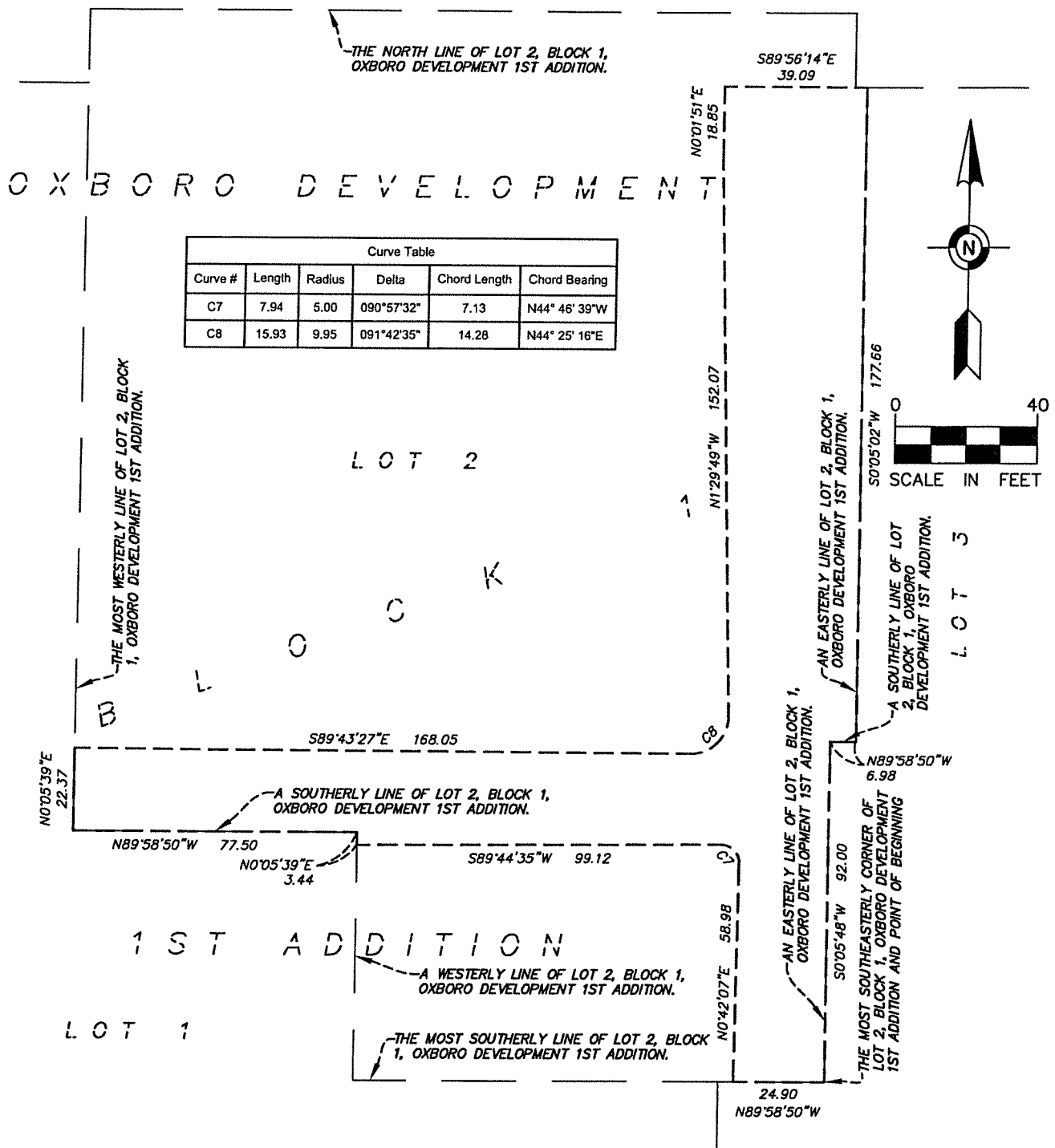


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## VICORP ACCESS EASEMENT



## EXHIBIT TYPE FOR:

Kimley-Horn &amp; Associates Inc.

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## VICORP ACCESS EASEMENT DESCRIPTION

An easement for access purposes over, under and across that part of Lot 2, Block 1, OXBORO DEVELOPMENT 1ST ADDITION, Hennepin County, Minnesota, described as follows:

Beginning at the most Southeasterly corner Lot 2, Block 1, OXBORO DEVELOPMENT 1ST ADDITION; North 89 degrees 58 minutes 50 seconds West, assumed bearing, along the most southerly line of said Lot 2, a distance of 24.90 feet; thence North 00 degrees 42 minutes 07 seconds East, a distance of 58.98 feet; thence northwesterly 7.94 feet, along a tangential curve concave to the southwest having a radius 5.00, and a central angle of 90 degrees 57 minutes 32 seconds; thence South 89 degrees 44 minutes 35 seconds West, not tangent to the last described curve, a distance of 99.12 feet to a westerly line of said Lot 2; thence North 00 degrees 05 minutes 39 seconds East, along the last described westerly line, a distance of 3.44 feet to a southerly line of Lot 2; thence North 89 degrees 58 minutes 50 seconds West, along the last described southerly line, a distance of 77.50 feet to the most westerly line of said Lot 2; thence North 00 degrees 05 minutes 39 seconds East, along said most westerly line, a distance of 22.37 feet; thence South 89 degrees 43 minutes 27 seconds East, a distance of 168.05 feet; thence northeasterly 15.93 feet along a tangential curve concave to the northwest having a radius of 9.95 feet and a central angle of 91 degrees 42 minutes 35 seconds; thence North 01 degrees 29 minutes 49 seconds West, not tangent to the last described curve, a distance of 152.07 feet; thence North 00 degrees 01 minutes 51 seconds East, a distance of 18.85 feet; thence South 89 degrees 56 minutes 14 seconds East, a distance of 39.09 feet to an easterly line of said Lot 2, thence South 00 degrees 05 minutes 02 seconds West, along the last described easterly line, a distance of 177.66 feet to a southerly line of said Lot 2; thence North 89 degrees 58 minutes 50 seconds West, along the last described southerly line, a distance of 6.98 feet to an easterly line of said Lot 2; thence South 00 degrees 05 minutes 48 seconds West, along the last described easterly line, a distance of 92.00 feet to the point of beginning.

Said access easement contains 13,209 square feet or 0.30322 acres.

### EXHIBIT TYPE FOR:

**Kimley-Horn & Associates Inc.**

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Bloomington, Minnesota 55420



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## VICORP PARKING EASEMENT DESCRIPTION

An easement for parking purposes over, under and across that part of Lot 2, Block 1, OXBORO DEVELOPMENT 1ST ADDITION, Hennepin County, Minnesota.

Commencing at the most southeasterly corner of said Lot 2, Block 1, OXBORO DEVELOPMENT 1ST ADDITION; North 89 degrees 58 minutes 50 seconds West, assumed bearing, along the most southerly line of said Lot 2, a distance of 34.00 feet to the point of beginning of said easement to be described; thence continuing North 89 degrees 58 minutes 50 seconds West, along said most southerly line, a distance of 94.43 feet to a westerly line of said Lot 2; thence North 00 degrees 05 minutes 39 seconds East, along the last described westerly line, a distance of 63.56 feet; thence North 89 degrees 44 minutes 35 seconds East, a distance of 78.94 feet to a point hereinafter known as Point "B"; thence South 01 degrees 50 minutes 29 seconds East, a distance of 4.45 feet; thence North 89 degrees 47 minutes 07 seconds East, a distance of 14.74 feet; thence South 00 degrees 29 minutes 10 seconds East, a distance of 59.56 feet to the point of beginning. Said easement area is labeled as Parking Area 1 on the exhibit accompanying this description.

**TOGETHER WITH:**

An easement for parking purposes over, under and across that part of said Lot 2, described as follows.

Commencing at said Point "B"; thence North 13 degrees 22 minutes 39 seconds West, a distance of 25.45 feet to the point of beginning of said easement to be described; thence North 89 degrees 43 minutes 26 seconds West, a distance of 87.27 feet to a point hereinafter known as Point "C"; thence North 00 degrees 16 minutes 34 seconds East, a distance of 55.33 feet; thence northwesterly a distance of 10.26 feet, along a non-tangential curve concave to the west having a radius of 25.00 feet, a central angle of 23 degrees 30 minutes 50 seconds, and a chord that bears North 11 degrees 45 minutes 25 seconds West; thence North 23 degrees 30 minutes 50 seconds West, tangent to last said curve, a distance of 4.83 feet; thence the northeasterly a distance 10.26 feet, along a tangential curve concave to the east having a radius of 25.00 feet, and a central angle of 23 degrees 30 minutes 50 seconds; thence North 00 degrees 00 minutes 00 seconds East, tangent to last said curve a distance of 2.82 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 36.16 feet; thence northerly a distance of 4.71 feet along a tangential curve concave to the northwest having a radius of 3.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence North 00 degrees 00 minutes 00 seconds East, tangent to the last said curve a distance of 11.98 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 63.00; thence South 00 degrees 00 minutes 00 seconds East, a distance of 12.00 feet; thence southeasterly a distance of 4.71 feet along a tangential curve concave to the northeast having a radius of 3.00 feet and a central angle of 89 degrees 58 minutes 50 seconds; thence South 89 degrees 58 minutes 50 seconds East, tangent to last said curve, a distance of 3.65 feet; thence northeasterly a distance of 13.95 feet along a non-tangential curve concave to the northwest having a radius of 9.69 feet, a central angle of 82 degrees 29 minutes 11 seconds, and a chord that bears North 49 degrees 15 minutes 39 seconds East; thence South 01 degrees 29 minutes 49 seconds East, not tangent to the last said curve, a distance of 43.97 feet; thence northwesterly a distance of 15.08 feet along a non-tangential curve concave to the southwest having a radius of 11.62 feet, a central angle of 74 degrees 19 minutes 14 seconds, and a chord that bears North 52 degrees 00 minutes 02 seconds West; thence North 90 degrees 00 minutes 00 seconds West, not tangent to last said curve, a distance of 10.50 feet; thence southwesterly a distance of 7.85 feet along a tangential curve concave to the southeast having a radius of 5.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence South 00 degrees 00 minutes 00 seconds East, tangent to last said curve, a distance of 2.00 feet; CONTINUED ON SHEET 10

**EXHIBIT TYPE FOR:**

**Kimley-Horn & Associates Inc.**

SITE LOCATION: 611 98th Street West  
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**VICORP PARKING EASEMENT DESCRIPTION**

CONTINUED FROM SHEET 9

thence southeasterly a distance of 4.71 feet along a tangential curve concave to the northeast having a radius of 3.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence North 90 degrees 00 minutes 00 seconds East, tangent to last said curve, a distance of 12.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 9.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 12.00 feet; thence southwesterly a distance of 4.71 feet along a tangential curve concave to the southeast having a radius of 3.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence South 00 degrees 00 minutes 00 seconds East tangent to last said curve, a distance of 12.04 feet; thence southeasterly a distance of 4.71 feet along a tangential curve concave to the northeast having a radius of 3.00 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence North 90 degrees 00 minutes 00 seconds East tangent to last said curve, a distance of 12.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 9.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 12.00 feet; thence South 45 degrees 00 minutes 00 seconds West, a distance of 4.24 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 6.92 feet to the point of beginning. Said easement area is labeled as Parking Area 2 on the exhibit accompanying this description.

**TOGETHER WITH:**

An easement for parking purposes over, under and across that part of said Lot 2, described as follows.

Commencing at said Point "C"; thence North 89 degrees 43 minutes 26 seconds West, a distance of 25.92 feet to the point of beginning of said easement to be described; thence continuing North 89 degrees 43 minutes 26 seconds West, a distance of 27.24 feet; thence North 00 degrees 16 minutes 34 seconds East, a distance of 4.13 feet; thence North 57 degrees 37 minutes 29 seconds West, a distance of 0.56 feet; thence North 86 degrees 09 minutes 58 seconds West, a distance of 9.64 feet to the most westerly line of said Lot 2; thence North 00 degrees 05 minutes 39 seconds East along said most westerly line, a distance of 147.07 feet; thence North 89 degrees 57 minutes 30 seconds East, a distance of 37.11 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 8.94 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 15.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 135.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 12.00 feet; thence southwesterly a distance of 4.70 feet along a tangential curve concave to the southeast having a radius of 3.02 feet and a central angle of 89 degrees 15 minutes 20 seconds; thence South 00 degrees 22 minutes 20 seconds West, not tangent to last described curve, a distance of 5.37 feet to the point of beginning. Said easement area is labeled as Parking Area 3 on the exhibit accompanying this description.

Said parking easements contain 22,859 square feet or 0.52278 acres.

**EXHIBIT TYPE FOR:**

**Kimley-Horn & Associates Inc.**

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