

No delinquent taxes

Transfer Entered

Jul 19, 2017 4:30 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



Doc No **A10463078**

Certified, filed and/or recorded on
Jul 19, 2017 4:30 PM

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

Deputy 26

Pkg ID 1577088M

Document Recording Fee

\$46.00

Document Total

\$46.00

PID(s)

09-027-24-11-0129

This cover sheet is now a permanent part of the recorded document.

PL201700083

AGREEMENT FOR PARKING EASEMENT

THIS AGREEMENT FOR PARKING EASEMENT ("Agreement") made and entered into this 19th day of May, 2017, by and among Northern Tier Retail LLC, a Delaware limited liability company, with a mailing address of 576 Bielenberg Drive, Suite 200, Woodbury, MN 55125 ("NTR") and Realty Income Properties 3, LLC, a Delaware limited liability company with offices at 11995 El Camino Real, San Diego, CA 92130 ("Realty") (collectively, "Lot 2 Interested Parties"), and Valvoline Instant Oil Change, a business of Valvoline LLC, a Delaware limited liability company, with a mailing address of 100 Valvoline Way, Lexington, Kentucky 40509 ("Valvoline").

WITNESSETH:

WHEREAS, Realty is the owner of a tract of land more particularly described on Exhibit A attached hereto and incorporated herein by reference, and NTR is a long term tenant on the same tract of land under that certain Land and Building Lease Agreement dated December 1, 2010 (the "Realty Property") which adjoins the Valvoline Property; and

WHEREAS, Valvoline is the owner of a tract of land more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Valvoline Property") which adjoins the Realty Property; and

WHEREAS, Realty desires to grant Valvoline a non-exclusive easement on, over and across a portion of the Realty Property for purposes of a parking easement; and

NOW, THEREFORE, for and in consideration of the above premises, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties hereto agree as follows:

1. Valvoline Parking Easement. Realty hereby grants to Valvoline and its lessees and licensees of the Valvoline Property and their respective employees, agents, customers, business visitors, business guests, licensees, lessees and invitees, a non-exclusive parking easement running with the land on, over, and across only such parts of the Realty Property as shown on the attached drawing containing five (5) parking spaces, more particularly depicted on that certain "Site Plan: 86th Street & Lyndale Avenue South, Bloomington, MN, Dated July 27, 1987, Job No. 4332-1" Exhibit C attached hereto and incorporated herein by reference (the "Valvoline Parking Easement Area"), solely for the purposes of parking on the Realty Property.

2. Indemnity. Valvoline and its lessees and licensees of the Valvoline Property shall indemnify, hold harmless and defend Lot 2 Interested Parties and all future owners, lessees, occupiers, successors and assigns of the Realty Property, from and against all losses, damages, demands, claims, suits, expenses and liabilities, including reasonable attorneys' fees and other expenses of litigation incurred by such indemnified parties because of bodily injury, including death resulting at any time therefrom, or property damage, including loss of use and downtime resulting therefrom, or violation of applicable law, resulting from or arising out of occurrences on, or at, or the use of the Valvoline Parking Easement Area, but excluding such demands, claims, suits, expenses and liabilities that result from or arise out of the negligence or wilfull conduct of the Lot 2 Interested Parties or their employees, agents, customers, business visitors, business guests, licensees, lessees and invitees.

3. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter. Realty and Valvoline are the current holders of SSALLC's and Ashland's interests, respectively, as the same are defined in that certain Agreement for Cross Access Easements and Utility Easements, dated May 15, 1998 and recorded as Document No. 6898482 in the land records of Hennepin County, Minnesota ("Existing Agreement"). For the avoidance of doubt, this Agreement shall have no impact on the rights and

obligations under the Existing Agreement. In the event of a conflict between this Agreement and the Existing Agreement, the terms of the Existing Agreement shall control.

4. Covenants Running with the Land. The covenants, easement and agreements contained in this Agreement shall be appurtenant to, imposed upon, applied to, and run with the land and shall be binding upon and inure to the benefit of Valvoline and Realty and Realty's successors and assigns. Notwithstanding the foregoing, in the event Valvoline Instant Oil Change, a business of Valvoline LLC, a Delaware limited liability company, or an affiliate (hereinafter defined) no longer owns the Valvoline Property, this Agreement shall automatically terminate upon the date title to the Valvoline Property transfers. Within ten (10) business days of such transfer of title, Valvoline shall provide written notice of the same to Realty. Concurrently with such transfer of title, Valvoline shall record a notice of the sale in the land records which notes that such sale effectively terminates this Agreement. The term "affiliate" means any person or entity controlled by or under common control with any other person or entity. Control (including "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of any indicia of equity rights (whether issued and outstanding capital stock, partnership interests, limited liability company interests or otherwise) or by any other means.

5. No Dedication. It is mutually agreed that the grants contained in this Agreement are not intended and shall not be construed as a dedication of the Valvoline Parking Easement Area or Realty Property or any portions thereof for public use and the parties may take whatever steps may be necessary to avoid dedication.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to its conflict of laws rules.

7. Modification. Except as provided in Section 4 above, this Agreement may only be terminated, modified or amended by writing signed by Valvoline and the then owner of the Realty Property, and no agreement or consent of any other person shall be necessary for such termination, modification or amendment.

8. No Lender. Each owner represents to the other that there are no lenders with an interest in its property at the time of execution of this Agreement.

9. Subordination of Lease to Realty Property. NTR hereby consents to the terms of this Agreement and further acknowledges and agrees that its leasehold interest in the Realty Property under that certain Land and Building Lease Agreement dated December 1, 2010 ("Lease"), shall be deemed to be subordinate, inferior and subject to this Agreement, notwithstanding that this Agreement was created subsequent in time to that Lease. NTR hereby acknowledges and agrees to perform the obligations of Realty under this Agreement, for so long as NTR holds a leasehold interest in the Realty Property.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Northern Tier Retail LLC,

a Delaware limited liability company

By: Ragn K Burt

Title: VP RETAIL

Date: 7-10-17

REALTY INCOME PROPERTIES 3, LLC,

a Delaware limited liability company

By: Realty Income Corporation,

a Maryland corporation,

its sole and managing member

By: Michael R. Pfeiffer

Title: Michael R. Pfeiffer
Executive Vice President,
General Counsel

Date: 6-28-17

Approved As To Form
Legal Department
CS

Valvoline Instant Oil Change

a business of Valvoline LLC,

a Delaware limited liability company

By: [Signature]

Title: VP REAL ESTATE

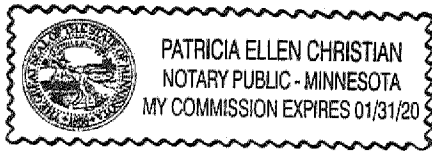
Date: 5/19/17

AJC Legal
5-19-17

STATE OF MN)
) SS
COUNTY OF Hennepin)

Before me, Patricia Christian, the undersigned, a Notary Public, on this 10 day of July, 2017, personally appeared Roger Burton* herein, and acknowledged the execution of the document to be his free act and deed.

* VP of Retail of Northern Tier Retail, LLC



Patricia Christian
Notary Public
My commission expires: 1/31/20

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

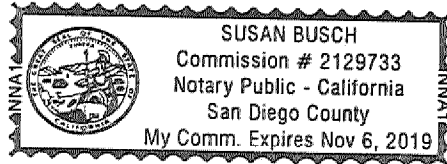
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On JUNE 28, 2017 before me, SUSAN BUSCH, Notary Public, personally appeared MICHAEL R. PFEIFFER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



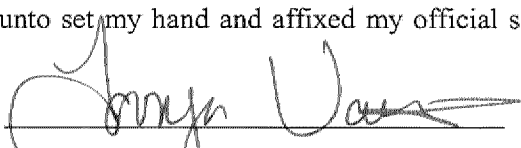
Susan Busch
Signature of Notary Public

(Notary Seal)

STATE OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

Before me, Tonya Vaught, the undersigned, a Notary Public in and for said State and County, personally appeared **GREGORY J. ARMBRUSTER**, Vice President, Real Estate & Development, of Valvoline Instant Oil Change, a business of Valvoline LLC., a Delaware limited liability company, known to me to be the person described in and who executed the foregoing instrument on behalf of said company, and who acknowledged that he held the position or title set forth in the instrument, that she signed the instrument on behalf of the company by proper authority, and that the instrument is the act of the company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.


NOTARY PUBLIC

My Commission expires: 4-23-2020

THIS INSTRUMENT PREPARED BY:

Anthony J. Cieri, Esq.
Valvoline LLC
100 Valvoline Way
Lexington, KY 40509

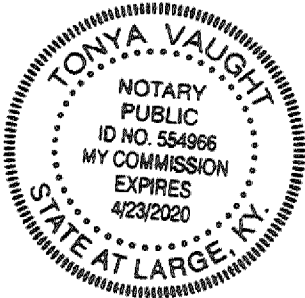


Exhibit A

AGREEMENT FOR PARKING EASEMENT

(Legal Description of the "Realty Property")

Lot 2, Block 1, SUPERAMERICA 4TH ADDITION, according to the recorded plat thereof,
Hennepin County, Minnesota.

Exhibit B

AGREEMENT FOR PARKING EASEMENT

(Legal Description of the "Valvoline Property")

Lot 1, Block 1, SUPERAMERICA 4TH ADDITION, according to the recorded plat thereof,
Hennepin County, Minnesota.

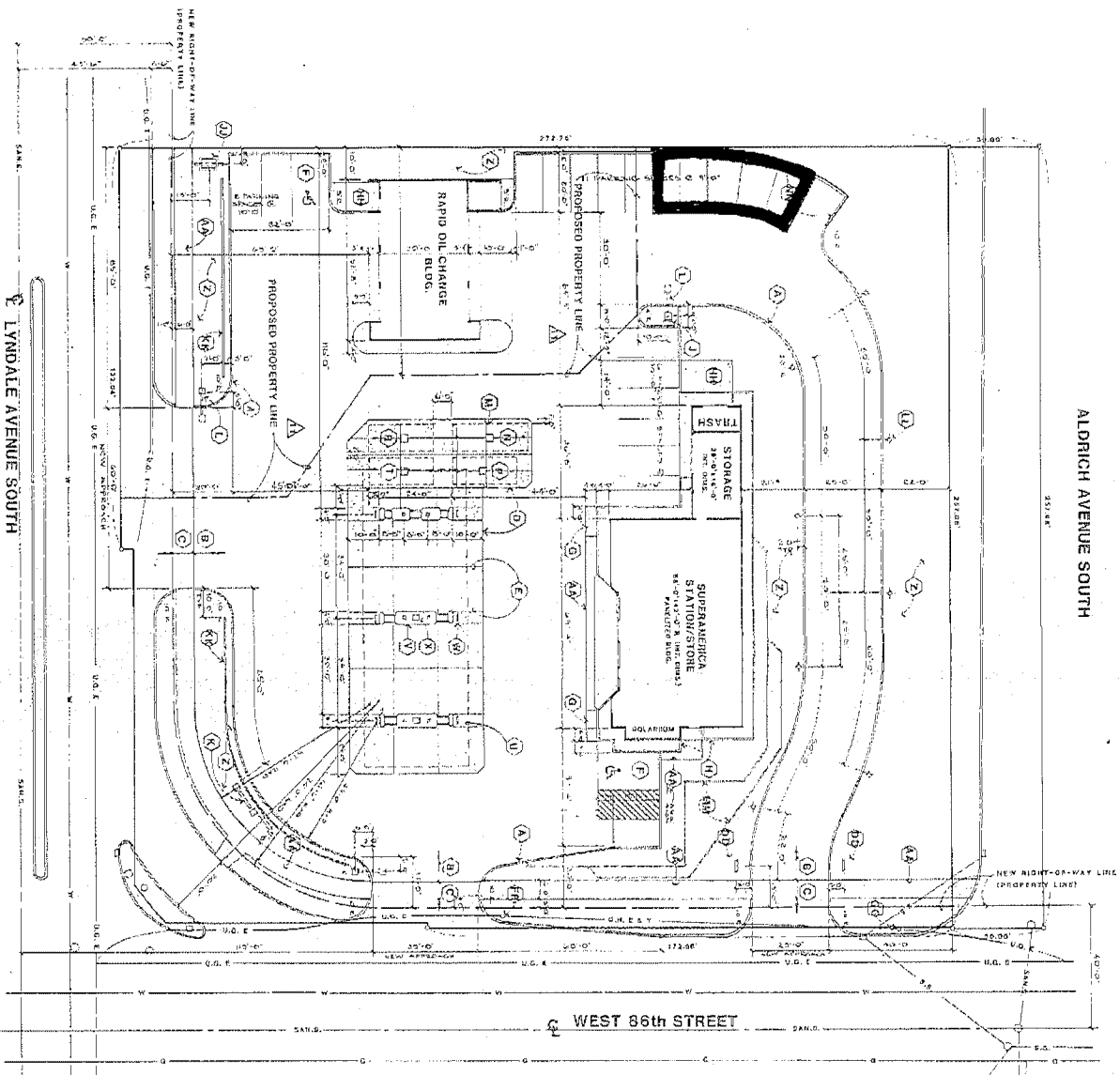
Exhibit C

AGREEMENT FOR PARKING EASEMENT

(Depiction of the "Valvoline Parking Easement Area")

61619869.2

EXHIBIT C



SITE DATA:
PROPERTY AREA: 52,574 SQ. FT.
NET NEW BLDG. AREA: 5,444 SQ. FT.
BUILDING AREA: 5,444 SQ. FT.
CANOPY AREA: 9,342 SQ. FT.
PARKING SPACES PROVIDED: 41
(INCLUDING 18 AT ISLANDS)
GREEN AREA: 16,588 SQ. FT.

KEY NOTES:


- (A) CONC. CURB - TYP. SEE DET. 2/1
- (B) 6" FULL DEPTH BIT. DRIVE - TYP. SEE DET. 5/1
- (C) 6" THICK CONC. APPROACH BERM. W/ 6"-10/10 W.W.M.
- (D) 6" CONC. BERM. W/ 6"-10/10 W.W.M. - SEE DETS. 4/1, 7/1 & 8/1
- (E) CONSTRUCTION JOINT IN CONC. H.C. PARKING SPACE AT 12'-0"
- (F) RAMP FOR MANICAP - SEE DET. 7/9
- (G) LANDSCAPE TIMBER BERM - TYP. 2" x 9" VERT. STAKES
- (H) SUPERAMERICA TRASH/STATION SIGN - SEE DETS. 43/1 & 50/1 - VERIFY FINAL POSITIONING W/ FIELD ENGINEER
- (I) AREA LIGHT W/ CONC. BASE - SEE DETS. 35/1 THRU 37/1
- (J) UNDERGROUND STORAGE TANKS UNLEADED, 12,000 GAL. 9'x25' PREMIUM UNLEADED, 10,000 GAL. 9'x25'
- (K) REGULAR, 10,000 GAL. 9'x21' SUPER UNLEADED, 10,000 GAL. 9'x21'
- (L) DIESEL, 10,000 GAL. 9'x21'
- (M) CANOPY ABOVE - SEE SHIT. 17 34'-0" x 98'-0"
- (N) CONC. PUMP ISLANDS - SEE SHIT. 17 FOR LAYOUT. SEE DETS. 23/1 THRU 37/1 & 6/1
- (O) BUMPER GUARD - SEE DET. 39/1 VALET AT EACH ISLAND
- (P) FUTURE PUMP - SEE DET. 28/1
- (Q) GREEN AREA
- (R) CONCRETE SIDEWALK
- (S) OBSERVATION & RECOVERY WELL. SCREENED TRASH ENCLOSURE - SEE DET. 45/1
- (T) ENTRANCE/EYIT SIGN - SEE DET. 44/1
- (U) CONC. RETAINING WALL - SEE DET. 55/1
- (V) RELOCATED POWER POLE - FOR EXACT LOCATION VERIFY WITH UTIL. CO.
- (W) POWER POLE
- (X) 4" THICK CONC. PAD
- (Y) RAMP ON TRAMPARK SIGN W/ CONC. BASE - SEE DETS. 31/1 THRU 34/1
- (Z) TIMBER RETAINING WALL
- (AA) BOLLARD LIGHTS
- (AB) TIMBER PLANTER WALL
- (AC) CONC. CURB/WALL

NOTES: 8630, IN ADDITION TO KEY NOTES, SEE DETAIL IN FINAL KEY NOTES MAY BE USED FOR THIS PLAN.

This drawing, drawing and specifications are the property of SUPERAMERICA, Division of Wal-Mart Stores, Inc. and are to be used only for the project and site indicated on the drawing. No other use or reproduction of this drawing without the written consent of SUPERAMERICA, Division of Wal-Mart Stores, Inc. is permitted.

NO.	DATE	DESCRIPTION
1	11/10	ISSUED FOR PERMITS
2	11/10	REVISED - RAMP ON CANOPIES
3	10/17/08	ISSUED - SUPERAMERICA, DIVISION OF WAL-MART STORES, INC.

NO.	DATE	DESCRIPTION
4	11/10	ISSUED FOR PERMITS
5	11/10	REVISED - RAMP ON CANOPIES
6	11/10	REVISED - RAMP ON CANOPIES
7	11/10	REVISED - RAMP ON CANOPIES

**SUPERAMERICA**
BLOOMINGTON, MINNESOTA 55403

(612) 877-6100

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ REG. #: _____

SITE PLAN
86th STREET & LYNDALE AVENUE SOUTH
BLOOMINGTON, MINNESOTA

DATE: 7-27-10	DESIGNED BY: J.A.
DATE: 7-27-10	NO. 4332 - 1