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Certified, filed and/or recorded on
Sep 6, 2019 3:16 PM

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

Deputy 98	Pkg ID 1870376E
Document Recording Fee	\$46.00
<i>Document Total</i>	\$46.00



Doc No **T05641828**

Certified, filed and/or recorded on
Sep 4, 2019 12:57 PM

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

Deputy 47	Pkg ID 1868911E
Document Recording Fee	\$46.00
<i>Document Total</i>	\$46.00

Existing Certs
1341137

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DECLARATION OF EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS (this "Amendment") is made this 28th day of August, 2019, by and between 94 Lyndale LLC, a Minnesota limited liability company ("Declarant").

RECITALS

- A. Declarant is the owner of that certain real property in the City of Bloomington, County of Hennepin, Minnesota, legally described as follows ("Lot 1"):

Lot 1, Block 1, Lyndale and 94th Commerce Center.
- B. Declarant is also the owner of that certain real property in the City of Bloomington, County of Hennepin, Minnesota, legally described as follows ("Outlot A"):

Outlot A, Lyndale and 94th Commerce Center.
- C. Declarant previously entered into that certain Declaration of Easements dated September 28, 2011, and recorded on September 29, 2011, as Document Number A9697598, in the Office of the County Recorder for Hennepin County, Minnesota and as Document No. T4889147, in the Registrar of Titles for Hennepin County, Minnesota (the "Declaration").
- D. Declarant now wishes to amend the Declaration to reduce the scope of the Driveway Easement, as defined in the Declaration, upon the terms and provisions set forth below.

NOW THEREFORE, Declarant hereby declares as follows:

- 1. Definitions. Capitalized terms used, but not defined, herein have the meanings ascribed to them in the Declaration.

When Recorded Return To: CAJE
First American Title Insurance Company
National Commercial Services
121 S. 8th Street, Suite 1250
Minneapolis, MN 55402
File No: NCS 957004

2. Grant of Driveway Easement. Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

1. Grant of Driveway Easement. Declarant hereby grants, conveys and establishes a perpetual appurtenant easement (the "Driveway Easement") for the benefit of Lot 1 and Outlot A for use by Declarant, its successors and assigns (individually, the "Lot 1 Owner" and the "Outlot A Owner," together, the "Owners"), and their respective employees, tenants, invitees, licensees and agents (the "Permittees"), for pedestrian and vehicular ingress and egress in, over and through that part of Lot 1 and Outlot A described and depicted on Exhibit A, attached hereto and made a part hereof (the "Driveway Easement Area").

3. Maintenance and Repair of Driveway. Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

2. Maintenance and Repair of Driveway. The Declarant has constructed the driveway in the Driveway Easement Area as shown on Exhibit A. The cost of any reconfiguration of the Driveway Easement shall be the responsibility of the Owner of the lot initiating the change. The Lot 1 Owner shall be responsible for the maintenance, repair and replacement of the driveway within the Driveway Easement Area including, without limitation, snow removal, patching, and from time to time, resurfacing as reasonably necessary and advisable. The Outlot A Owner shall be responsible for sixty-three percent (63%) of the costs of such maintenance, repair and replacement within thirty (30) days after receipt of an invoice from the Lot 1 Owner, which invoice shall be in reasonable detail describing the work performed. In the event the Lot 1 Owner does not so maintain, repair or replace the driveway in the manner require by this Declaration, or within a reasonable time after the reasonable request by the Outlot A Owner, the Outlot A Owner shall be entitled to perform the same, and to collect from the Lot 1 Owner, thirty-seven percent (37%) of the cost of materials and/or labor incurred in connection therewith.

4. Exhibit A. Exhibit A to the Declaration is hereby deleted and replaced in its entirety with Exhibit A to this Amendment. All references to Exhibit A in the Declaration shall now instead be references to Exhibit A attached hereto.

5. Maintenance and Repair of Water Line. The following shall be added to the end of Section 4 of the Declaration:

"The Lot 1 Owner shall be responsible for any and all costs related to the maintenance, repair and replacement of the Water Line located across and under Lot 1 up to and including the valve constructed on Outlot A by Declarant for Outlot A to connect to the Water Line. The Outlot A Owner shall be responsible for any and all costs related to the extension, maintenance, repair and replacement of the water line located on Outlot A. In the event the any Owner does not so maintain, repair or replace the Water Line in the manner require by this

Declaration, or within a reasonable time after the reasonable request by such other Owner, such other Owner shall be entitled to perform the same, and to collect from the responsible Owner, one hundred percent (100%) of the cost of materials and/or labor incurred in connection therewith.”

6. Grant of Storm Sewer Easement. Section 5 of the Declaration is hereby deleted in its entirety and replaced with the following:

5. Grant of Storm Sewer Easement. Declarant hereby grants, declares and conveys for the benefit of Lot 1 Owner a perpetual, non-exclusive easement (“Storm Sewer Easement,” together with the Driveway Easement and the Water Line Easement, the “Easements”) for the use of that portion of a storm sewer line which the Declarant has constructed across and under Outlot A (the “Sewer Line”). A proposed development on Outlot A may need to relocate the Sewer Line on Outlot A. Accordingly, the location of the Storm Sewer Easement is expanded from the location described in the Declaration and is more particularly described and depicted as shown on new Exhibit C attached hereto and made a part hereof (the “Storm Sewer Easement”). If the Outlot A Owner relocates the Sewer Line it will be relocated within the designated Storm Sewer Easement area depicted on Exhibit C, all costs associated with that relocation shall be the responsibility of the Outlot A Owner and shall be undertaken by the Outlot A Owner, its licensees, agents and contractors in a lien free and workmanlike manner as to not interfere with the Lot 1 Owner and its Permittee’s use of Lot 1 or the building improvements located on Lot 1. Outlot A Owner shall coordinate such relocation with Lot 1 Owner so as to minimize any impact on its use of the stormsewer line.

7. Applicable Law. This Amendment shall be construed under and governed by the laws of the State of Minnesota without regard to conflict of law principles.

8. Miscellaneous. The terms and provisions of the Declaration not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment.

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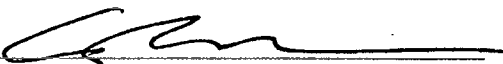
[The remainder of this page has been left blank intentionally.]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO DECLARATION OF EASEMENTS**

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

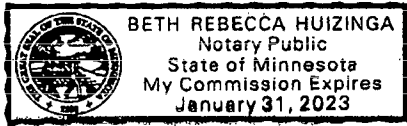
DECLARANT:

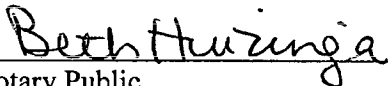
94 LYNDALe LLC,
a Minnesota limited liability company

By : 
Stephen B. Wellington, Jr.
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

On this 26th day of August, 2019, before me, a notary public, personally appeared Stephen B. Wellington, Jr., the Chief Manager of 94 Lyndale LLC, a Minnesota limited liability company, named in the foregoing instrument and acknowledged said instrument on behalf of the limited liability company.




Notary Public

Drafted by:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

CONSENT AND JOINDER BY MORTGAGEE

WoodTrust Bank, a Wisconsin state banking corporation, holder of a Mortgage on property legally described as Lot 1, Block 1, Lyndale and 94th Commerce Center and Outlot A, Lyndale and 94th Commerce Center, and hereby consents and joins in this Amendment, so as to subject and subordinate the undersigned's interest to said Amendment.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 2nd day of August, 2019.

WOODTRUST BANK, a Wisconsin state banking corporation

By: [Signature]
Name: Gregg Lee Gehrke
Title: Vice President

STATE OF WISCONSIN }
COUNTY OF Wood } ss.

The foregoing instrument was acknowledged before me this 2nd day of August, 2019, by Gregg Lee Gehrke, the Vice-President of WoodTrust Bank, a Wisconsin state banking corporation, for and on behalf of the state banking corporation.

[Signature]
Notary Public

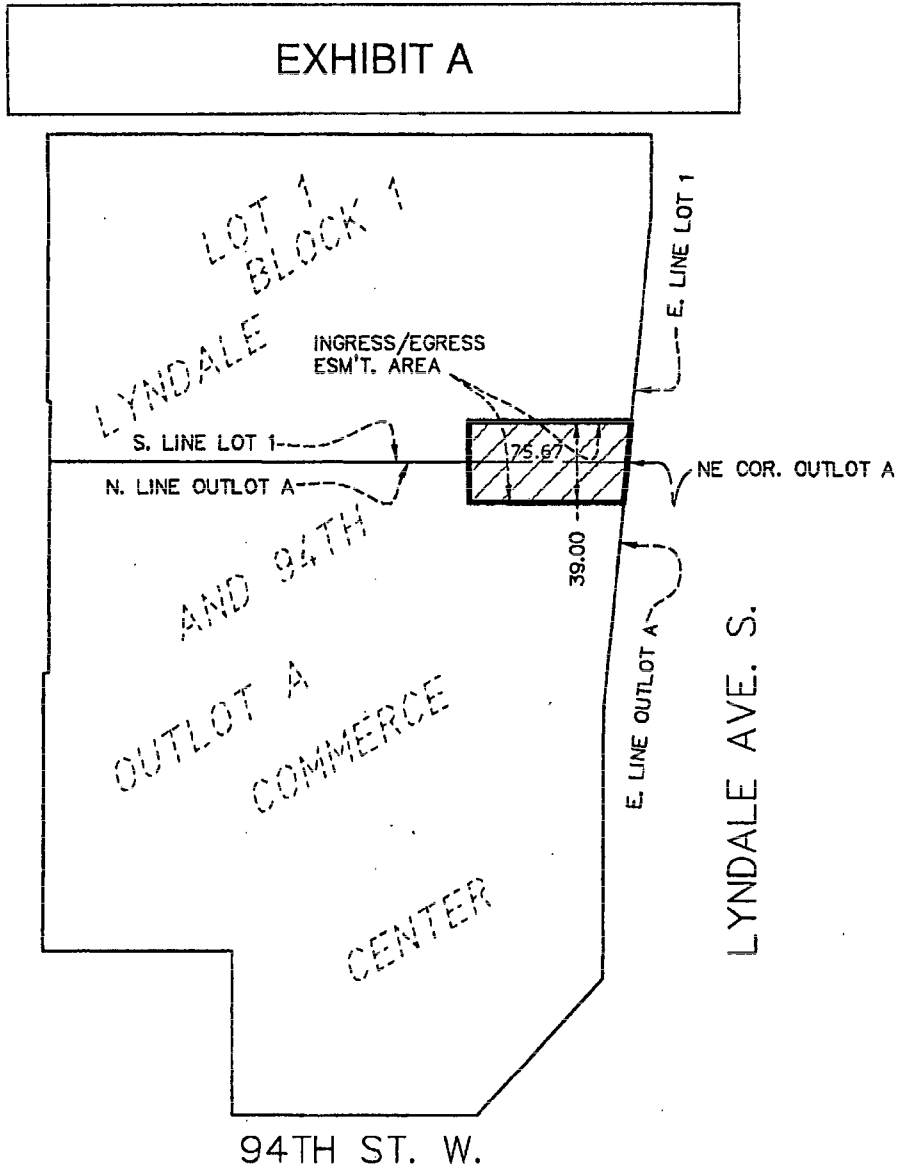
PL2021-21
PL202100021

EXHIBIT D

EXHIBIT A

DRIVEWAY EASEMENT AREA

(See Attached)



INGRESS AND EGRESS EASEMENT DESCRIPTION

A 39.00 foot wide ingress and egress easement over and across Lot 1, Block 1, and Outlot A, LYNDALE AND 94TH COMMERCE CENTER, according to the recorded plat thereof, Hennepin County, Minnesota, the center line of said easement being described as follows:

Beginning at the northeast corner of said Outlot A; thence westerly along the north line of said Outlot A for 75.67 feet, said center line there terminating.

The sidelines of said easement are prolonged or shortened to begin on the east lines of said Lot 1 and said Outlot A.

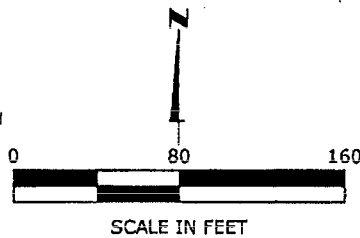
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 16th day of May, 2019

Rory L. Synstelen

Minnesota License No. 44565



CivilSite
GROUP

4931 W. 35TH ST. SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com

Project No. 19169

SHEET 1 OF 1

PL2021-21
PL202100021

EXHIBIT D

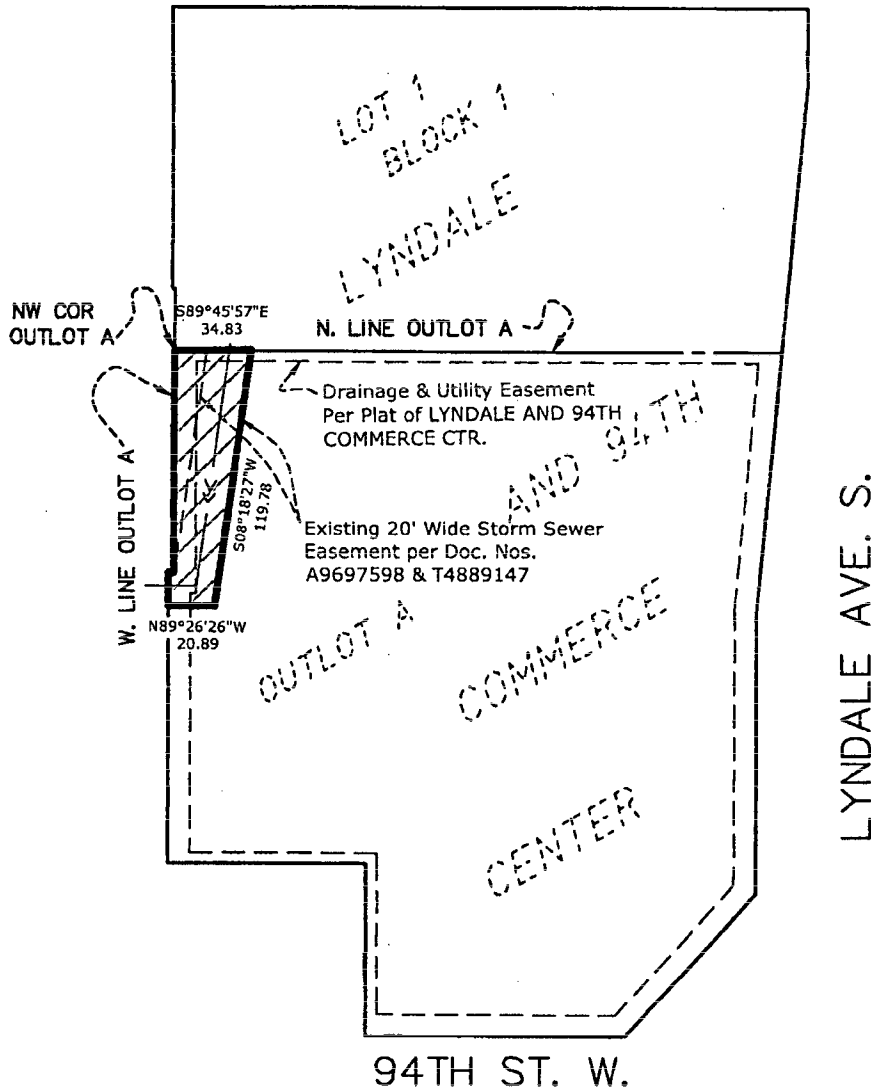
EXHIBIT C

STORM SEWER EASEMENT AREA

(See Attached)

EXHIBIT C

9320 LYNDAL AVE. S.
STORM SEWER EASEMENT AREA EXHIBIT



STORM SEWER EASEMENT AREA DESCRIPTION

A storm sewer easement over, under and across that part of Outlot A, LYNDAL AVE. S. AND 94TH COMMERCE CENTER, according to the recorded plat thereof, Hennepin County, Minnesota, lying northwesterly of the following described line:

Commencing at the northwest corner of said Outlot A; thence easterly along the north line of said Outlot A on an assumed bearing of South 89 degrees 45 minutes 57 seconds East for 34.83 feet to the point of beginning of the line to be described; thence South 08 degrees 18 minutes 27 seconds West for 119.78 feet; thence North 89 degrees 26 minutes 26 seconds West for 20.89 feet to the west line of said Outlot A, and said line there terminating.

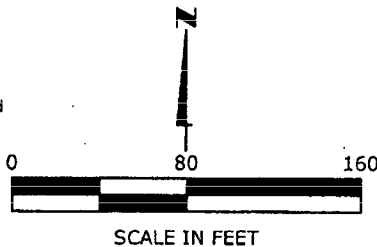
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 26th day of August, 2019

Rory L. Synstelien

Minnesota License No. 44565



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Project No. 19169

SHEET 1 OF 1