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Deputy 26

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**FIRST AMENDMENT TO
CORRECTIVE DECLARATION**

THIS FIRST AMENDMENT TO CORRECTIVE DECLARATION (the "First Amendment") is made this 8th day of May 2025 by Oxbow Realty Partners, LLC, a Delaware limited liability company (the "Owner" or "Declarant" as context requires), in favor of the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 (the "City").

RECITALS

WHEREAS, a Stormwater Facility Maintenance Agreement with the City, was filed on December 15, 2020, as Document No. A10886197;

WHEREAS, a Corrective Declaration filed October 11, 2023, as Document No. A11237414 ("Corrective Declaration") was made by Owner in favor of the City granting the City access to certain Stormwater Management Facilities (as defined therein) and Owner covenanting and agreeing to be responsible for the maintenance of certain Stormwater Management Facilities pursuant to the Stormwater Management Plan (as defined therein);

WHEREAS, the Property is associated with City permit Case # PL2024-237 in connection with certain entrance gate improvements (the "Improvements");

WHEREAS, as part of the Improvements, Owner is proposing the addition of a bioretention basin (the "Bioretention Basin") pursuant to the Skywater Entrance Modification – Stormwater Management Memo ("Modification Plan");

WHEREAS, the Bioretention Basin includes a drain tile, and to comply with certain stormwater standards requirements the knife valve must remain closed unless maintenance is being performed on the Bioretention Basin;

WHEREAS, the City requires as a condition for its approval of the minor revision to the Modification Plan that either a separate stormwater facility maintenance agreement be signed and provided by Owner or the Corrective Declaration be amended to amend the definition of Stormwater Management Facilities to include the Bioretention Basin thereby resulting in the Bioretention Basin being subject to the Stormwater Management Plan; and

WHEREAS, Owner now wishes to amend the Corrective Declaration to update Exhibit A attached thereto to include the Bioretention Basin as part of the Stormwater Management Facilities resulting in the Bioretention Basin being subject to the Stormwater Management Plan.

NOW, THEREFORE, Owner makes this First Amendment to include the Bioretention Basin as part of the Stormwater Management Facilities resulting in the Bioretention Basin being subject to Stormwater Management Plan and hereby declares that this First Amendment constitutes covenants to run with the Property in perpetuity and is binding on all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives, and assigns.

1. **Easements.** Exhibit A of the Corrective Declaration is hereby deleted and replaced with Exhibit A attached hereto and Owner hereby covenants and agrees that it shall be responsible for the maintenance of the Stormwater Management Facilities including the Bioretention Basin pursuant to the Stormwater Management Plans as set forth in the Corrective Declaration.

2. **Inspection by City.** The Declarant, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City, a perpetual, non-exclusive easement and right-of-way (the "Easement"), for pedestrian and vehicular ingress, egress and access, including vehicular parking, on, over, across and through the parking areas and spaces, driveways, and access ways, and walkways, exits and entrances and other areas of the Property for purposes of inspecting the Stormwater Management Facilities located on paved and nonpaved areas of the Property.

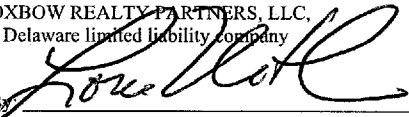
3. Any and all references to the Corrective Declaration shall be deemed to refer to the Corrective Declaration as amended by this First Amendment. This First Amendment is deemed incorporated into the Corrective Declaration. Any initially capitalized terms used in this First Amendment without definition shall have the meanings assigned to those terms in the Corrective Declaration. To the extent that any term or provision of this First Amendment is or may be inconsistent with any term or provision in the Corrective Declaration, the terms and provisions of this First Amendment shall control.

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[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth.

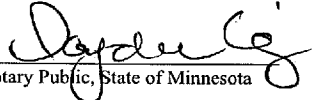
OXBOW REALTY PARTNERS, LLC,
a Delaware limited liability company

Date: May 8th, 2025

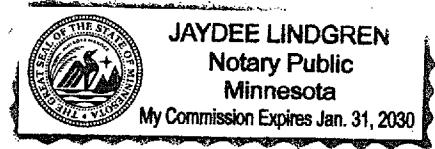
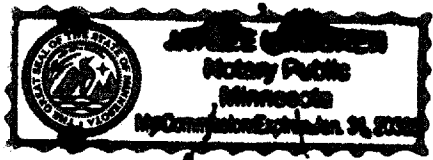
By: 
Name: Loren Unterschcr
Title: President

State of Minnesota, County of Hennepin

This instrument was acknowledged before me this 8th day of May 2025 by Loren Unterschcr, as President of Oxbow Realty Partners, LLC, a Delaware limited liability company.


Notary Public, State of Minnesota

Drafted by:
Felix J. Sahlin #155974
Attorney at Law
711 Smith Avenue
St. Paul, MN 55107
651-278-4901
felixsahlin@gmail.com



CONSENT AND SUBORDINATION

The undersigned is mortgage lender (“**Lender**”) with respect to Property described in the First Amendment to Corrective Declaration pursuant to that certain Mortgage and Security Agreement dated as of September 30, 2020 (the “**Mortgage**”), executed by OXBOW REALTY PARTNERS, LLC, a Delaware limited liability company (“**Borrower**”) to CITI REAL ESTATE FUNDING INC., a New York corporation (“**Original Lender**”), recorded October 23, 2020, as Document Number 10859395, in the official records of Hennepin County, State of Minnesota (“**Official Records**”); as assigned to Lender by Original Lender by Assignment of Mortgage and Security Agreement effective as of October 30, 2020 (the “**Assignment of Mortgage**”), recorded January 25, 2021, as Document Number 10905555 in the Official Records.

Assignment of Leases and Rents (the “**ALR**”), dated as of September 30, 2020, executed by Borrower in favor of Original Lender, recorded October 23, 2020, as Document Number 10859396 in the Official Records, as assigned to Mortgagee by Assignment of Assignment of Leases and Rents effective as of October 30, 2020 (the “**Assignment of ALR**”), recorded January 25, 2021, as Document Number 10905555 in the Official Records. The Mortgage and ALR are hereinafter collectively referred to as the “**Security Instrument**,” and affect the real property in Hennepin County, State of Minnesota, more particularly described in the Security Instrument (the “**Property**”).

The Lender does hereby consent, solely in its capacity as a mortgage lender to Borrower, to the terms and conditions of the foregoing First Amendment to Corrective Declaration.

Further, the undersigned agrees that its interest as such mortgagee, assignee, and secured party pursuant to the Security Instrument or any other related financing documents shall be subject and subordinate to the terms and provisions of the First Amendment to Corrective Declaration.

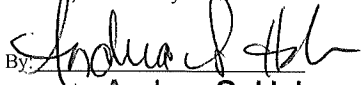
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Executed this ____ day of _____, 2025.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF BENCHMARK 2020-B20 MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2020-B20, and the RR Interest Owner

By: Midland Loan Services, a division of PNC Bank, National Association as its Master Servicer, and attorney in fact

By: 

Name: **Andrea S. Helm**

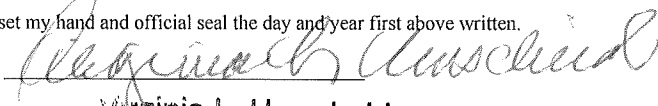
Title: **Senior Vice President**

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 7 day of May, 2025, before me, a Notary Public in and for the State of Kansas, personally appeared Andrea S. Helm, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the Senior Vice President and Servicing Officer of Midland Loan Services, a division of PNC Bank, National Association to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(seal)



(Print Name) **Virginia L. Umscheid**

NOTARY PUBLIC in and for the State of Kansas.

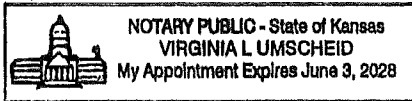


EXHIBIT A
Scaled Site Plan

