

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**SECOND AMENDMENT OF DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This **SECOND AMENDMENT OF DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS** ("**Second Amendment**") is made this ____ day of June, 2026 (the "**Effective Date**") by **CSM RI EDEN PRAIRIE II, LLC**, a Minnesota limited liability company ("**CSM**") and **INDEPENDENT SCHOOL DISTRICT NO. 272** ("**ISD 272**") (CSM and ISD 272 shall individually be referred to as a "**Party**" and collectively referred to as the "**Parties**").

RECITALS

- A. CSM owns the real property legally described on **Exhibit A-1** attached hereto ("**Parcel A**") and ISD 272 owns the real property legally described on **Exhibit A-2** attached hereto ("**Parcel B**") (Parcel A and Parcel B may individually be referred to as a "**Parcel**" and collectively referred to as the "**Parcels**"). Parcel A and Parcel B are depicted on **Exhibit B** attached hereto.
- B. The Parcels are subject to that certain Declaration of Easements, Covenants, Conditions and Restrictions dated June 28, 2024, recorded on July 1, 2024 as Document Number 6082299 in the Office of the Registrar of Titles for Hennepin County, Minnesota, as amended by that certain First Amendment of Declaration of Easements, Covenants, Conditions and Restrictions dated March 3, 2026, recorded on March 5, 2026 as Document Number 6188597 in the Office of the Registrar of Titles for Hennepin County, Minnesota (collectively, the "**Declaration**").
- C. The Parties desire to amend the Declaration in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby state, declare and agree as follows:

- 1. **Recitals.** The recitals set forth above are hereby incorporated into the body of this Second

Amendment.

2. **Temporary Construction Easement.** The Temporary Construction Easement (as defined in **Section 4.A.(4)** of the Declaration) is hereby expanded to include that portion of Parcel B depicted on and legally described in **Exhibit B** attached hereto, solely for purposes reasonably necessary to construct a turn lane off of Valley View Road.
3. **Miscellaneous.** Except as otherwise provided herein, all capitalized terms used herein shall have the meaning ascribed to them in the Declaration. Except as specifically modified herein, all of the covenants, conditions, and obligations under the Declaration shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Declaration and this Second Amendment, the terms of this Second Amendment shall prevail. This Second Amendment shall be binding upon the Parties and their respective successors and assigns. This Second Amendment may be executed in one or more counterparts each of which when so executed and delivered shall constitute an original, but together said counterparts shall constitute one and the same instrument. Execution copies of this Second Amendment may be delivered by facsimile or electronic mail, and the parties hereto agree to accept and be bound by facsimile or scanned signatures hereto.

[The signature page follows on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

CSM RI EDEN PRAIRIE II, LLC,
a Minnesota limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of CSM RI Eden Prairie II, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

**INDEPENDENT SCHOOL DISTRICT NO.
272,**

By: _____

Print Name: Aaron Casper

Title: Board Chair

By: _____

Print Name: Steve Bartz

Title: Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the Board Chair of Independent School District No. 272, on behalf of the school district.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the Clerk of Independent School District No. 272, on behalf of the school district.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY
AND AFTER RECORDING RETURN TO:

CSM RI Eden Prairie II, LLC
c/o CSM Corporation
500 Washington Avenue South, Suite 3000
Minneapolis, MN 55415
Attention: Legal Department

EXHIBIT A-1
LEGAL DESCRIPTION FOR PARCEL A

PARCEL A, Certificate of Title No. 570246:

Par 1: That part of Government Lot 2, including accretions, thereto, Section 11, Township 116, Range 22, all described as beginning at the Southeast corner of said Government Lot 2; thence West to the Southwest corner of said Government Lot 2; thence North along the West line of said Government Lot 2 and its extension to the North line of said Section 11; thence East along said North line to the shore of Bryant's Long Lake; thence Southeasterly along said shore to the North and South quarter line of said Section 11; thence South along said North and South quarter line to the point of beginning, which lies Easterly of the Easterly right-of-way of U.S. Highway Number 494, as described in Document Number 3677302, according to the Government Survey thereof; except that part of said Government Lot 2 lying Easterly and Northeasterly of a line described as commencing at the Southeast corner of said Government Lot 2, thence North along the East line of said Government Lot 2, a distance of 1237.61 feet to the actual point of beginning of the line to be described; thence Northwesterly deflecting to the left 44 degrees 00 minutes 00 seconds a distance of 378.00 feet; thence Northerly deflecting to the right 44 degrees 00 minutes 00 seconds a distance of 240.00 feet; thence Northeasterly deflecting to the right 36 degrees 30 minutes 00 seconds to the shore of Bryant's Long Lake and there terminating.

Par 2: That part of the Northeast Quarter of the Southwest Quarter of Section 11, Township 116, Range 22, which lies Northerly of the Northerly right-of-way of County Road Number 60 and Easterly of the Easterly right-of-way of U.S. Highway Number 494, as described in Document

Numbers 3677302 and 3723053.

The East, West and North boundary lines of the above described land, except the shore line of Bryant's Long Lake have been marked by Judicial Landmarks set pursuant to Torrens Case No. 16744; (as to Par 1)

The East boundary line of the above described land has been marked by Judicial Landmarks set pursuant to Torrens Case No. 16745; (As to Par 2)

EXHIBIT A-2
LEGAL DESCRIPTION FOR PARCEL B

PARCEL B:

TORRENS PROPERTY: Certificate of Title No. 638943.

Par 1: Government Lot 3 and the accretions thereto, Section 11, Township 116, Range 22, all described as beginning at the Southwest corner of said Government Lot 3; thence East along the South line of said Government Lot 3 and its extension to a point 525 feet West from the East Quarter corner of said Section 11; thence Northwesterly, deflecting to the left 109 degrees, to the shore of Bryant's Long Lake; thence Northwesterly along the shore of said lake to its intersection with the Northerly extension of the West line of said Government Lot 3; thence South to the point of beginning, the Easterly boundary line of the above described Government Lot 3 and accretions thereto has been marked by Judicial Landmarks set pursuant to Torrens Case No. 16893 and the West boundary line of the above described Government Lot 3 and accretions thereto has been marked by Judicial Landmarks set pursuant to Torrens Case No. 16744.

Par 2: That part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 116, Range 22 lying Northerly of the center line of County Road No. 60.

The West boundary of the above described part of the Northwest Quarter of the Southeast Quarter has been marked by Judicial Landmarks set pursuant to Torrens Case No. 16745.

Par 3: That part of Government Lot 4 and accretions thereto, Section 11, Township 116, Range 22 lying Northerly of the center line of County Road No. 60 and Westerly of a line drawn parallel with and distant 600 feet West measured at right angles from the East line of said Government Lot 4, except that part thereof lying Southerly and Easterly of the following described line: Commencing at the Northeast corner of the above described part of Government Lot 4; thence on an assumed bearing of South 00 degrees 10 minutes 58 seconds East along the East line thereof a distance of 407.70 feet to the point of beginning of the line to be described; thence North 63 degrees 26 minutes 06 seconds West, a distance of 658.22 feet; thence South 25 degrees 10 minutes 56 seconds West, a distance of 301.17 feet to the center line of said County Road No. 60, and said line there terminating, according to the Government Survey thereof.

PARCEL C:

TORRENS PROPERTY: Certificate of Title No. [1223766](#).

That part of Government Lot 2 in Section 11, Township 116, Range 22, lying Easterly and Northeasterly of a line described as commencing at the Southeast corner of said Government Lot 2, thence North along the East line of said Government Lot 2, a distance of 1237.61 feet to the actual point of beginning of the line to be described: thence Northwesterly deflecting to the left 44 degrees 00 minutes 00 seconds a

distance of 378.00 feet; thence Northerly deflecting to the right 44 degrees 00 minutes 00 seconds a distance of 240.0 feet; thence Northeasterly deflecting to the right 36 degrees 30 minutes 00 seconds to the shore of Bryant's Long Lake and there terminating.

The East boundary line of the above described land, except the shore line of Bryant's Long Lake, has been marked by Judicial Landmarks set pursuant to Torrens Case No. 16744.

EXHIBIT B **DEPICTION AND LEGAL DESCRIPTION OF ADDITIONAL** **TEMPORARY CONSTRUCTION EASEMENT**

That part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 116, Range 22, Hennepin County, Minnesota, described as follows:

Commencing at the intersection of the East and West quarter line of said Section 11 with a line drawn parallel with and 600 feet West, measured at right angles, from the east line of said Government Lot 4; thence South 00 degrees 15 minutes 36 seconds West, Hennepin County Coordinate System NAD83(2011), 770.55 feet along said parallel line; thence northwesterly 57°45'57" on a non-tangential curve concave to the southwest, having a radius of 3328.76 feet, a central angle of 09 degrees 53 minutes 23 seconds, with a chord bearing and distance of North 51 degrees 47 minutes 16 seconds West, 573.86 feet; thence westerly 94°03'91" feet on a compound curve, concave to the south, having a radius of 1205.92 feet and a central angle 44 degrees 42 minutes 17 seconds; thence South 78 degrees 33 minutes 45 seconds West a distance of 255.64 feet to the point of beginning of the parcel to be described; thence continuing South 78 degrees 33 minutes 45 seconds West a distance of 319.26 feet; thence North 47 degrees 03 minutes 42 seconds East a distance of 57.35 feet; thence North 78 degrees 26 seconds East a distance of 75.72 feet to the point of beginning.

