

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

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

This **FIRST AMENDMENT OF DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS** (“**First Amendment**”) is made this ____ day of _____, 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 (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 First Amendment.

2. **Temporary Construction Easement.** Section 4.A.(4) of the Declaration is hereby amended and restated in its entirety as follows:

“(4) **Temporary Construction Easement.** The Owner of Parcel A is hereby granted a temporary easement (the “**Temporary Construction Easement**”) on the surface of Parcel B that is reasonably necessary to construct the Access Road Spurs (as defined below) and associated grading. The specific location of the Temporary Construction Easement shall be subject to approval by the Owner of Parcel B, which approval shall not be unreasonably withheld or delayed. The Owner of Parcel A must promptly restore the surface of Parcel B to its previous physical condition at its sole expense if changed by use of the rights granted by this Temporary Construction Easement. The Owner of Parcel A shall be responsible for keeping the area comprising the Temporary Construction Easement properly maintained, in good repair and free from debris and hazards, suitable for its intended use and in accordance with all applicable laws and ordinances. The foregoing restoration obligation shall survive any termination of this Declaration. At such time as the Access Road Spurs and associated grading have been constructed upon Parcel B, the Temporary Construction Easement shall terminate.”

3. **Construction of Access Road Spur.** Section 5.C. of the Declaration is hereby amended and restated in its entirety as follows:

“C. **Construction of Access Road Spurs.** The Owner of Parcel A, at its sole cost and expense, may (at its option) construct two (2) spurs connecting the existing access road located within the Access Easement Area (collectively, the “**Access Road Spurs**”) to the improvements to be constructed within Parcel A, which Access Road Spurs are more particularly depicted and legally described on **Exhibit C-3** of the First Amendment. If and when the Owner of Parcel A shall construct the Access Road Spurs, it shall do so in a good and workmanlike manner, in accordance with all applicable laws, and shall obtain all requisite permits and other governmental approvals, plans for which shall be approved by the Owner of Parcel B in advance, which approval will not be unreasonably withheld, conditioned, or delayed. Without limiting the foregoing, in no event will the Access Road Spurs be of a lower quality than any pavement located on Parcel B within the Access Easement Area. The Access Road Spurs, once so constructed, shall be deemed to be a part of the Access Easement and Access Easement Area for all purposes herein. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary (including ***Section 5.E*** to follow), the Access Road Spurs may not be relocated or adjusted without the prior written consent of both the Owner of Parcel A and the Owner of Parcel B.”

4. **Relocation of Access Easement Area.** Section 5.E. of the Declaration is hereby amended and restated in its entirety as follows:

“E. **Relocation of Access Easement Area.** Declarant reserves to itself (and to any future Owner of Parcel B) the right to relocate or adjust the Access Easement Area,

in whole or in part. In the event of such relocation or adjustment, the Declarant (or any future Owner of Parcel B) shall grant the Owner of Parcel A a substitute or amended easement for like purpose running to and from Parcel A and Valley View Road over Parcel B, which relocation or amendment shall be documented in writing as an amendment to this Declaration and contemporaneously recorded on the applicable land records (and all costs associated with such relocation or amendment shall be borne solely by the Owner of Parcel B). Such relocated or adjusted Access Easement Area shall continue to provide unimpeded access between Parcel A and Valley View Road. The surface of said easement area and related improvements shall be constructed by the Owner of Parcel B in compliance with all laws and in a workmanlike manner using equal or better materials as exist on the roadway of the original Access Easement Area, all at the sole cost and expense of the Owner of Parcel B. Until construction of the relocated or adjusted Access Easement Area is complete, the original Access Easement Area shall remain substantially intact, save and except for temporary periods if construction is required in the original Access Easement Area associated with the construction of the new, relocated or adjusted Access Easement Area. All terms and conditions of this Declaration relating to the Access Easement shall apply to the relocated or adjusted Access Easement Area. Notwithstanding the foregoing, any relocation or adjustment of the Access Easement Area must, in all instances, still provide a direct connection to the Access Road Spurs.

In addition, it is hereby agreed that the Access Easement Area will be adjusted (as hereinafter provided) by the Owners in the event the Owner of Parcel A obtains the necessary approvals to have a four-way intersection (with or without a stoplight) installed at the intersection of Valley View Road and Office Ridge Drive, and such four-way intersection is so designed, constructed, installed and becomes fully-operational, such that there shall be unimpeded access between Parcel A and Valley View Road via the new four-way intersection. The Owner of Parcel A shall be responsible for all costs, fees and expenses related to the approval, design, construction and installation of said intersection, including any commercially reasonable costs, fees and expenses incurred by the Owner of Parcel B and preapproved in advance by the Owner of Parcel A related to the installation of the four-way intersection. The adjustment to the Access Easement Area contemplated hereby will address (i) the expansion of the Access Easement Area to cover the new road to be constructed from the four-way intersection to the existing Access Easement Area to the west, and (ii) the elimination of the existing Access Easement Area located to the north of the Access Road Spurs. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, the adjusted Access Easement Area from Valley View Road to Parcel A may not be further relocated or adjusted in the future without the prior written consent of both the Owner of Parcel A and the Owner of Parcel B.”

5. **Exhibits.** **Exhibit C-3** and **Exhibit C-4** of the Declaration are hereby amended and restated in their entirety and replaced with **Exhibit C-3** attached to this First Amendment.
6. **Notices.** The notice address for the Owner of Parcel B in Section 12 of the Declaration is hereby amended as follows:

Owner of Parcel B: Independent School District No. 272
ATTN: Dr. Joshua Swanson
8100 School Road
Eden prairie, MN 55344

with a copy to:

Independent School District No. 272
ATTN: Business Office
8100 School Road
Eden prairie, MN 55344

7. **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 First Amendment, the terms of this First Amendment shall prevail. This First Amendment shall be binding upon the Parties and their respective successors and assigns. This First 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 First 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 First 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: _____

Title: Board Chair

By: _____

Print Name: _____

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 OF PARCEL A AND PARCEL B

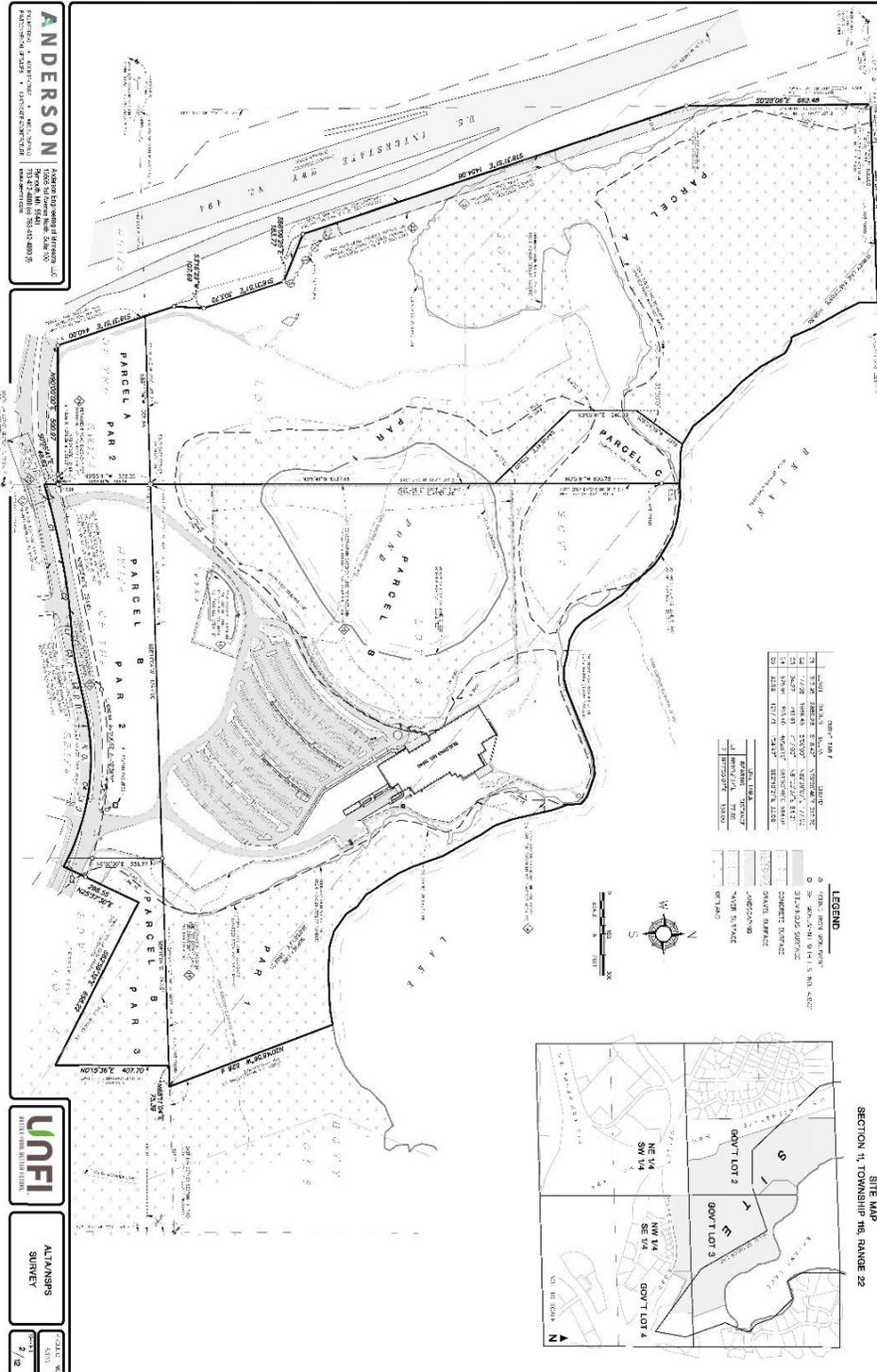


EXHIBIT C-3
DEPICTION AND LEGAL DESCRIPTION OF THE ACCESS ROAD SPURS OVER PARCEL B

