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### **THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS & EASEMENTS FOR VERMILLION RIVER CROSSINGS**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS & EASEMENTS FOR VERMILLION RIVER CROSSINGS (this "Third Amendment") dated \_\_\_\_\_, 2024 ("Third Amendment Effective Date") is made by and between HY-VEE, INC., an Iowa corporation ("Hy-Vee") ALDI INC. (MINNESOTA), a Minnesota corporation, ("Aldi") and the CITY OF NORTHFIELD, a Minnesota municipal corporation, ("Northfield") to that certain DECLARATION OF PROTECTIVE COVENANTS & EASEMENTS FOR VERMILLION RIVER CROSSINGS dated November 2, 2005 and recorded December 23, 2005 as Document No. 2391471 in the Office of the County Recorder, Dakota County, Minnesota, as amended by AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS & EASEMENTS FOR VERMILLION RIVER CROSSINGS dated May 18, 2006 and recorded May 22, 2006, as Document No. 2431737 in the Office of the County Recorder, Dakota County, Minnesota, and as further amended by SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS & EASEMENTS FOR VERMILLION RIVER CROSSINGS dated January 6, 2010 and recorded January 12, 2010, as Document No. 2707235 in the Office of the County Recorder, Dakota County (collectively, the "Declaration").

The following statements are a part of this Third Amendment:

- A. WHEREAS, Hy-Vee is the owner of the property legally described on the attached Exhibit A (the "Hy-Vee Property"), which property constitutes a portion of the Property subject to the Declaration.
- B. WHEREAS, Aldi is the owner of the Lot legally described on the attached Exhibit B (the "Aldi Property"), which Lot is part of the Property subject to the Declaration.
- C. WHEREAS the City of Northfield is the owner of the Lot legally described on the attached Exhibit C (the "Northfield Property"), which Lot constitutes a portion of the Property subject to the Declaration.
- D. WHEREAS, the portion of the Hy-Vee Property legally described as Lot 2, Block 1, Vermillion River Crossings 3rd Addition, Dakota County, Minnesota, shall be referred to

herein as the “Apartment Lot”, and an apartment project is intended to be constructed upon the Apartment Lot.

- E. WHEREAS, Hy-Vee, Aldi, and Northfield together are Owners of at least 75% of the aggregate area of the Lots (excluding any Lots or Outlots owned by the City of Farmington as of the Third Amendment Effective Date), and the original Declarant no longer owns any of the Property subject to the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following amendment to the Declaration is made:

1. All capitalized terms used, but not otherwise defined, in this Third Amendment shall have the meanings ascribed in the Declaration.

2. Section 6.1 of the Declaration, entitled “Financial Institutions” is hereby deleted and the following is hereby deemed inserted in lieu thereof: “6.1 Intentionally Deleted.” For the avoidance of doubt, nothing in the Declaration shall prohibit the Property from being used for financial business purposes.

3. Section 8.5 of the Declaration, entitled “Non-Residential Planned Community” is hereby deleted and the following is hereby deemed inserted in lieu thereof: “8.5 Intentionally Deleted.” For the avoidance of doubt, nothing in the Declaration shall prohibit the Property from being used for residential purposes.

3. Except as specifically modified herein, the Declaration shall remain in full force and effect. This document may be signed in counterparts, each of which is deemed an original and all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to be executed as of the day and year first written above.

{Remainder of page intentionally left blank; signature page follows.}

{Signature Page to Third Amendment To Declaration Of Protective Covenants & Easements For  
Vermillion River Crossings}

HY-VEE, INC., an Iowa corporation

By: \_\_\_\_\_  
Jeffrey Markey, Executive Vice President

By: \_\_\_\_\_  
Nathan Allen, Assistant Secretary

STATE OF IOWA \_\_\_\_\_ )  
 ) ss  
COUNTY OF POLK \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jeffrey Markey as Executive Vice President, and Nathan Allen as Assistant Secretary of Hy-Vee, Inc., an Iowa corporation on behalf of said corporation.

[STAMP]

\_\_\_\_\_  
Notary Public

Notary Public

{Signature Page to Third Amendment To Declaration Of Protective Covenants & Easements For  
Vermillion River Crossings}

CITY OF NORTHFIELD,  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA                    )  
  ) ss  
COUNTY OF RICE/DAKOTA            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Rhonda Pownell, as Mayor, and by Lynette Peterson, as City Clerk, of the City of Northfield, a Minnesota municipal corporation, on behalf of said municipal corporation.

[STAMP]

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Siegel Brill, P.A.  
100 Washington Avenue South  
Suite 1300  
Minneapolis, MN 55401

EXHIBIT A  
LEGAL DESCRIPTION OF HY-VEE PROPERTY

Lot 1, Block 1, and Outlot A, Vermillion River Crossings, Dakota County, Minnesota,

AND

Lots 1 and 2, Block 1, Vermillion River Crossings 3rd Addition, Dakota County, Minnesota.

EXHIBIT B  
LEGAL DESCRIPTION OF ALDI PROPERTY

EXHIBIT C  
LEGAL DESCRIPTION OF NORTHFIELD PROPERTY

Lot 1, Block 1, Vermillion River Crossings Second Addition, Dakota County, Minnesota.



## **MORTGAGEE'S CONSENT**

The undersigned, \_\_\_\_\_, a(n) \_\_\_\_\_ ("Mortgagee"), is a holder of that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents ("Mortgage"), executed by \_\_\_\_\_, a(n), dated \_\_\_\_\_, and filed \_\_\_\_\_ in the Office of the County Recorder, Dakota County, Minnesota, as Document No. \_\_\_\_\_.

The Mortgage constitutes a valid and subsisting first lien upon the property defined as the "Hy-Vee Property" in the Third Amendment To Declaration Of Protective Covenants & Easements For Vermillion River Crossings ("Amendment") to which this Consent is attached. The Mortgagee desires to waive any objection it may have to the execution and acknowledgment of the foregoing Amendment, by the parties thereof, and desires further to consent to the recording of the foregoing Amendment in the office of the County Recorder in and for Dakota County, Minnesota.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee, for itself, its successors, and assigns, hereby consents to the foregoing Amendment, and to all the terms, covenants, easements and conditions contained in said Amendment, and consents to the recording of said Amendment in the office of the County Recorder in and for Dakota County, Minnesota. In addition, Mortgagee, for itself, its successors and assigns, agrees that the Mortgage shall be, and the same hereby is made, subject to the foregoing Amendment with the same force and effect as though the foregoing Amendment had been executed, delivered and recorded prior to the date of the Mortgage.

undersigned as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

a(n) \_\_\_\_\_,

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, on behalf of the same.

[STAMP]

Notary Public

## **MORTGAGEE'S CONSENT**

The undersigned, \_\_\_\_\_, a(n) \_\_\_\_\_ ("Mortgagee"), is a holder of that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents ("Mortgage"), executed by \_\_\_\_\_, a(n), dated \_\_\_\_\_, and filed \_\_\_\_\_ in the Office of the County Recorder, Dakota County, Minnesota, as Document No. \_\_\_\_\_.

The Mortgage constitutes a valid and subsisting first lien upon the property defined as the "Aldi Property" in the Third Amendment To Declaration Of Protective Covenants & Easements For Vermillion River Crossings ("Amendment") to which this Consent is attached. The Mortgagee desires to waive any objection it may have to the execution and acknowledgment of the foregoing Amendment, by the parties thereof, and desires further to consent to the recording of the foregoing Amendment in the office of the County Recorder in and for Dakota County, Minnesota.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee, for itself, its successors, and assigns, hereby consents to the foregoing Amendment, and to all the terms, covenants, easements and conditions contained in said Amendment, and consents to the recording of said Amendment in the office of the County Recorder in and for Dakota County, Minnesota. In addition, Mortgagee, for itself, its successors and assigns, agrees that the Mortgage shall be, and the same hereby is made, subject to the foregoing Amendment with the same force and effect as though the foregoing Amendment had been executed, delivered and recorded prior to the date of the Mortgage.

IN WITNESS WHEREOF, this Mortgagee's Consent has been executed by the undersigned as of this \_\_\_\_ day of \_\_\_\_\_, 2024.

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a(n) \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, on behalf of the same.

[STAMP]

Notary Public