

Receipt#: 79517

ABSTRACT FEE

\$46.00

2707235



Recorded on: 1/12/2010 12:54:57PM  
By TMB, Deputy

Return to: Dakota County Community Development Agency  
1228 Town Centre Drive, Eagan, MN 55123

Return to  
DCA TITLE  
1250 WEST HWY 55  
HASTINGS MN 55033

Joel T Beckman County Recorder  
Dakota County, MN

Prepared by: James D Gurovitsch, Attorney at Law  
6160 Summit Drive North Suite 425  
Brooklyn Center, Minnesota 55430

(2) 5

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

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS & EASEMENTS FOR VERMILLION RIVER CROSSINGS ("Second Amendment") dated 1-6-2010, 2009 is made by and between **IAND, LLC, a Minnesota limited liability company** as successor to VERMILLION RIVER CROSSING, LLC ("Declarant") and **MCDONALD'S USA, LLC**, a Delaware Corporation ("McDonald's") 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, office of the County Recorder, Dakota County, 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, office of the County Recorder, Dakota County (collectively, "Declaration").

The following statements are a part of this Second Amendment:

- A. **WHEREAS** Declarant is the owner of the Lots legally described on the attached **EXHIBIT A**, which Lots constitute a portion of the Property covered by the Declaration.
- B. **WHEREAS**, McDonald's is the owner of the Lot legally described on the attached **Exhibit B**, which Lot is part of the Property covered by the Declaration.
- C. **WHEREAS**, by virtue of the Vermillion River Crossings Second Addition Plat dated 4-14-06 and recorded 5-1-06 and the Warranty Deed to the City of Farmington dated December 18, 2009 and recorded 2707234, the Common Improvements and Common Property have been dedicated and/or deeded to the City of Farmington and are owned by the City of Farmington ("Dedication").
- D. **WHEREAS**, Outlot F may be sold to the Dakota County Community Development Agency, a public body corporate and politic and a political subdivision of the State of Minnesota ("CDA") for a senior housing facility; and

DCA TITLE  
File # 09-060210  
Abstract ✓ Torrens ✓  
No 2 of 5

- E. **WHEREAS**, Declarant and McDonalds 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).

**THEREFORE**, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following amendment to the Declaration is made:

1. All capitalized terms used in this Second Amendment shall have the meaning as set forth in the Declaration unless defined herein.
2. All provisions of the Declaration related to the Common Expenses, Common Improvements, Common Property, Ponds, Roadway Easements, Stormwater Drainage Easements and Assessments for Common Expenses shall be deemed amended or deleted from the Declaration to the extent that they are no longer applicable due to the Dedication.
3. Section 6 2, titled Fast Food Restaurants, lines 4 and 10, shall be changed from five (5) years to twenty (20) years, as to all Lots except Lot 1, Block 1 and Vermillion River Crossings and Lot 1, Block 1 Vermillion River Crossings Second Addition
4. In the event Outlot F is sold to the CDA,, Section 8 5 of the Declaration, title Non-Residential Planned Community, limiting the Property to non-residential use shall not apply to Outlot F so long as it is used as a multi-family residential dwelling facility.
5. Except as herein specifically modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Second Amendment to be executed as of the day and year first written above. This document may be signed in counterpart, each of which is deemed an original and all of which when taken together shall constitute one instrument.

**IAND, LLC,**  
**a Minnesota limited liability company**

By: IAND

Name: [Signature]

It's: Chief Manager

**McDonald's USA, LLC**  
**a Delaware limited liability company**

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

Name: \_\_\_\_\_

It's: \_\_\_\_\_

- E. **WHEREAS**, Declarant and McDonalds 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)

**THEREFORE**, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following amendment to the Declaration is made:

1. All capitalized terms used in this Second Amendment shall have the meaning as set forth in the Declaration unless defined herein.
2. All provisions of the Declaration related to the Common Expenses, Common Improvements, Common Property, Ponds, Roadway Easements, Stormwater Drainage Easements and Assessments for Common Expenses shall be deemed amended or deleted from the Declaration to the extent that they are no longer applicable due to the Dedication
3. Section 6.2, titled Fast Food Restaurants, lines 4 and 10, shall be changed from five (5) years to twenty (20) years, as to all Lots except Lot 1, Block 1 and Vermillion River Crossings and Lot 1, Block 1 Vermillion River Crossings Second Addition
4. In the event Outlot F is sold to the CDA,, Section 8.5 of the Declaration, title Non-Residential Planned Community, limiting the Property to non-residential use shall not apply to Outlot F so long as it is used as a multi-family residential dwelling facility.
5. Except as herein specifically modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Second Amendment to be executed as of the day and year first written above. This document may be signed in counterpart, each of which is deemed an original and all of which when taken together shall constitute one instrument.

**IAND, LLC,**  
**a Minnesota limited liability company**

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

Name: \_\_\_\_\_

It's: \_\_\_\_\_

McDonald's USA, LLC  
**a Delaware limited liability company**

By Kathleen Madigan

Name KATHLEEN MADIGAN

It's: SENIOR COUNSEL

*mm*

The undersigned hereby consents to and approves the terms and conditions set forth in this  
**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS & EASEMENTS  
FOR VERMILLION RIVER CROSSINGS**

DOUGHERTY FUNDING, LLC

By:

  
Paul Marzynski, Vice President and  
Credit Officer

Date:

01/06/2010

ACKNOWLEDGMENT – IAND, LLC

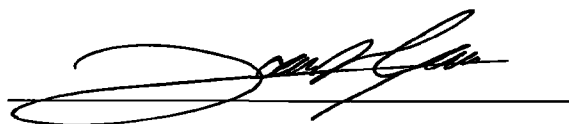
STATE OF Minnesota )

) SS:

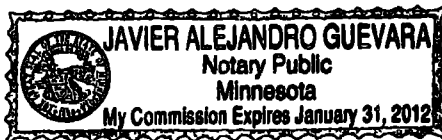
COUNTY OF Hennepin )

I, Javier A. Guevara, a Notary Public in and for the county and state set forth above, CERTIFY that Robert E. Houtsen, as Chief Manager of IAND, LLC, a Minnesota limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 5<sup>th</sup> day of January, 2010.



My commission expires January 31, 2012.



**ACKNOWLEDGMENT - McDONALD'S**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF DUPAGE    )

I, Linda L. Hills, a Notary Public in and for the county and state aforesaid, DO  
HEREBY CERTIFY that Kathleen Madigan, as Senior Counsel  
of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to  
me to be the same person whose name is subscribed to the foregoing instrument as such  
authorized party appeared before me this day in person and acknowledged that he/she signed,  
sealed and delivered the said instrument as his/her free and voluntary act as such authorized  
party and as the free and voluntary act of said company for the uses and purposes therein set  
forth.

Given under my hand and notarial seal, this 4th day of January, 2010.

Linda L. Hills

Notary Public

My commission expires 11-08-13.



**ACKNOWLEDGMENT – DOUGHERTY FUNDING, LLC**

STATE OF MINNESOTA )

) SS:

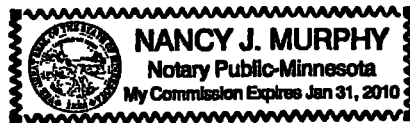
COUNTY OF HENNEPIN )

I, Nancy J. Murphy, a Notary Public in and for the county and state set forth above, CERTIFY that Paul Marzynski, as Vice President and Credit Officer of Dougherty Funding LLC, a Delaware limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 10<sup>th</sup> day of January, 2010.

Nancy J. Murphy

My commission expires 1/31/2010.



**EXHIBIT A**

**Lots I and 2, Block 3; Lot 1, Block 4; and Outlots A, C, and F, Vermillion River Crossings according to the plats there of on file or of record in the office of the County Recorder in and for Dakota County, Minnesota.**



. . .

## **EXHIBIT B**

**Lot 1, Block 2, Vermillion River Crossing, according to the recorded plat thereof, and situate in Dakota County, Minnesota.**