



**ATTACHMENT #1  
to  
Quit Claim Deed**

Legal Description:

Lot 1, Block 1, RIVER'S BEND PLAZA 2ND ADDITION, according to the duly recorded plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota.

**ATTACHMENT #2**  
**to**  
**Quit Claim Deed**

The property described in Attachment #1 is subject to the following exceptions:

**Use and Operating Restrictions, and Affirmative Covenants:**

The Grantee herein covenants and agrees, for itself, and for its grantees, successors, and assigns, and their respective grantees, successors and assigns (including, without limitation, all successors in title to the Property (or any portion thereof) to Grantee) (collectively, the "Grantee Parties"), that the following Use and Operating Restrictions, and Affirmative Covenants shall bind and restrict the Property for the time periods set forth herein:

1. **Petroleum Restriction:** No part of the Property shall be used by Grantee or any other Grantee Party for an automobile service station, petroleum station, gasoline station, convenience store or automobile repair shop, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products, except for the personal use or consumption of such products by Grantee or other occupants of the Property. For purposes of this restriction, the term "convenience store" shall mean any retail business with its primary emphasis on providing the public with a convenient location to quickly purchase a wide array of consumable products (predominantly food or food and gasoline) and services.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect for a term of fifteen (15) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

2. **Groundwater Use Restriction:** No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the Property. Neither Grantee nor any Grantee Party shall install remediation or monitoring wells without the prior written consent of Grantor.

The above covenant and use restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. This restrictive covenant will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time this restrictive covenant will lapse and terminate and be of no further force or effect).

3. **Residential Use Restriction:** The Property shall be used solely and exclusively for commercial (which may include (subject to Paragraph 1 above) retail) and/or industrial purposes. If applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.

No part of the Property will be used for residential purposes or for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4. **Construction and Excavation Restrictions.**

4.1. **Soil Excavation and Disposal:** No soils shall be excavated at or removed from the Property, unless the soil is excavated and/or removed (as applicable) in a manner and (in the case of removal of soils) to a disposal facility approved in writing in advance by Grantor. Management, excavation and any removal of soil at or from the Property must be governed by a written plan in form and substance acceptable to Grantor (a "Soil Management Plan") that will be developed at the time of Grantee's (or any other Grantee Party's) request for removal or excavation of soil. Except as may be specifically provided in the Soil Management Plan which has been approved by Grantor, or any other written contractual relationship between the parties, Grantor shall not be obligated to pay any cost related to the excavation and/or development of the Property.

Grantee and the other Grantee Parties shall be solely responsible for any and all soil excavation, hauling, transportation, and disposal costs pursuant to the Soil Management Plan.

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4.2 **Basement/Excavation Restriction:** No basements or other underground improvements, with the exception of building footings and underground utilities, will be constructed on the Property.

The above covenant and use restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. This restrictive covenant will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time this restrictive covenant will lapse and terminate and be of no further force or effect).

4.3 **Relocation of Monitoring Wells and Remediation Equipment:** In the event that monitoring wells or other remediation equipment (collectively the "Remediation Equipment") owned by Grantor or its contractors or consultants are: (i) present at the Property on the date of this conveyance, (ii) subsequently required to be present on the Property after the date of this conveyance by any local, state, or federal agency having jurisdiction over the Property, or (iii) otherwise installed at the Property by Grantor or its contractors or consultants, neither Grantee nor any Grantee Party will interfere with the use or operation of the Remediation Equipment, or damage or destroy (or permit the damage or destruction of) any Remediation Equipment. In the event Grantee or any other Grantee Party damages or destroys any Remediation Equipment, Grantee or such other Grantee Party (as applicable) shall pay, upon demand, Grantor's costs in repairing or replacing same.

Neither Grantee nor any Grantee Party shall remove or relocate any Remediation Equipment without the prior written consent of Grantor. In the event that Grantor consents to any such removal or relocation, then either (at Grantor's sole

election): (i) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by Grantor, and using contractors acceptable to Grantor (in which event Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation), or (ii) Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4.4 Engineered Barrier: All portions of the Property, which are, from time to time or at any time, used for a gasoline station, petroleum station, automobile service station, automobile repair shop or any purpose similar to any of the foregoing, shall at all times be covered with an engineered barrier consisting of a concrete or asphalt surface, or such other impermeable surface which is approved by applicable state or federal regulations, and which is sufficient to inhibit the inhalation or ingestion of contaminated media and to impede contaminant migration to any groundwater at or adjacent to the Property. Said concrete or asphalt surface on the Property shall be maintained and kept in good repair by Grantee and the other Grantee Parties (at their sole cost and expense) in compliance with all laws, rules, restrictions, ordinances and court orders.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

4.5 Construction Workers' Caution Statement: Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120). Such training shall at a minimum include both an initial 40 hour and future 8 hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

5. Additional Restrictions: No part of the Property shall be used by Grantee or any other Grantee Party for a quick service or take-out restaurant.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. This restrictive covenant will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time this restrictive covenant will lapse and terminate and be of no further force or effect).

## 6. Certain Environmental Covenants:

6.1 Cooperation: Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with all local, state, and federal environmental agencies having jurisdiction over the Property in obtaining environmental site closure, to commercial standards, for any environmental contamination relating to or arising out of Grantor's prior use of the Property. Said cooperation may include, but not be limited to, the following:

(i) execution of any and all documentation as may be necessary, in Grantor's sole discretion, to obtain environmental site closure for the Property (which documentation may (x) include a LUST Form, in form and substance acceptable to Grantor, and/or (y) impose further use and operating restrictions (and/or use and operating restrictions similar to those set forth in this Attachment #2) on the use of the Property by Grantee and the other Grantee Parties);

(ii) attendance at any meetings requested by Grantor relating to environmental contamination and remediation efforts on the Property (and/or any contamination that may have migrated from the Property to adjacent properties); and/or

(iii) such other further reasonable acts as may be required in order to obtain environmental site closure for any past, present, or future environmental incident relating to Grantor's prior use, ownership or operation of the Property.

(iv) should Grantee or any Grantee Party fail or refuse to sign such documentation, or are unavailable to sign such documentation (after reasonable inquiry by Grantor (such reasonableness to be determined by Grantor in its sole discretion)), Grantee or Grantee Parties hereby irrevocably appoint any Environmental Business Manager of BP Products North America Inc., f/k/a Amoco Oil Company, (or any successor corporation thereto), as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties.

Grantee and each of the other Grantee Parties further authorizes Grantor to record one or more "No Further Remediation Letters" or similar documents against the Property, if and when the same is/are obtained by Grantor from the Minnesota Pollution Control Agency (or any successor agency).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

6.2 Acceptance of Condition of Property: Grantee has accepted the Property, including without limitation its environmental condition, in "AS IS" condition, subject only to any covenants and obligations of Grantor to Grantee which are expressly set forth in the Real Estate Contract between Grantor, as seller, and Grantee, as buyer, with respect to the Property (or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to said Real Estate Contract) (collectively, "Contractual Obligations"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (i) the fact that each and all of the covenants and restrictions set forth in this Attachment #2 shall be recorded against

the Property and shall be binding on Grantee and the other Grantee Parties, (ii) the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in "AS IS" condition (subject only to Grantor's Contractual Obligations (if any) to Grantee), and (iii) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Grantor's ownership, use and/or operation of the Property (subject only to Grantor's Contractual Obligations (if any) to Grantee).

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

6.3 Dealings with Governmental Authorities and Third Parties: In the event that Grantee or any other Grantee Party receives any notices or correspondence from any local, state or federal governmental authorities or any third party relating to the environmental condition of the Property, Grantee or such Grantee Party (as applicable) shall immediately forward a copy of same to Grantor. Grantor shall have the right (but not the obligation) to participate with Grantee and the other Grantee Parties in negotiations with and submissions of reports and information, including permits, to any local, state and federal governmental authorities (including, without limitation, the Minnesota Pollution Control Agency). Except to the extent required under applicable law or by court order of a court of competent jurisdiction, neither Grantee nor any other Grantee Party shall submit reports or information regarding any environmental conditions present at (or migrating from) the Property which were caused by Grantor or during Grantor's ownership, use or operation of the Property, without the prior written consent of Grantor.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Anoka County, Minnesota, or as the operator of retail operations in such County. These restrictive covenants will remain in full force and effect indefinitely, unless waived in writing by Grantor (at which time these restrictive covenants will lapse and terminate and be of no further force or effect).

7. Defined Terms; Successors; Other: All initially capitalized terms used in this Attachment #2 shall have the meanings ascribed to such terms as set forth in the Deed to which this Attachment #2 is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this Attachment #2, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this Attachment #2 shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this Attachment #2 shall, to any extent, be invalid or unenforceable, the remainder of this Attachment #2 (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this Attachment #2 shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this Attachment #2 on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any Grantee Party shall breach any of the covenants or restrictions set forth in this Attachment #2, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

**General Encumbrances:**

- a. Easements, covenants and conditions of record, if any.
- b. Taxes and special assessments not yet due and payable against the Property, if any.
- c. Zoning laws and municipal/county/state and federal regulations, if any; environmental laws and regulations, if any; use restrictions and building restrictions of record, if any; and any party wall agreements of record.
- d. Encroachments, overlaps and other matters that would be disclosed by an, accurate and current survey of the Property.
- e. The terms and conditions of that certain Release and Right-of-Entry of even date herewith between Grantor, as seller, and Grantee, as buyer.

ANOKA COUNTY MINNESOTA

Document No.: 1977778.002 ABSTRACT

I hereby certify that the within instrument was filed in this  
office for record on: 08/26/2005 2:26:00 PM

Fees/Taxes In the Amount of: \$858.50

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

KHJ, Deputy

Well Certificate

Certificate of Real Estate Value Filed

Delinquent Taxes Certified

Transfer Entered

Record ID: 1595833