AMENDED SIGN EASEMENT AGREEMENT

This SIGN EASEMENT AGREEMENT (this "**Agreement**") is entered into and made effective on 6/25/2025 (the "**Effective Date**"), by and between Armadillo Investments 3 LLC, a Minnesota limited liability company (the "**Grantor**"), and Quarry Woods Homeowners' Association, Inc., a Minnesota corporation (the "**Grantee**").

WITNESSETH:

WHEREAS, this Agreement corrects the legal description on the Sign Easement Agreement dated June 23rd, 2024 between Armadillo Investments 3 LLC, a Minnesota limited liability company and Quarry Woods Homeowners' Association, Inc., a Minnesota corporation, that was recorded on August 6, 2024 as document number A1676567.

WHEREAS, Grantor is the fee owner of the property located in Stearns County, Minnesota, hereinafter referred to as "**Grantor's Property**" and more fully described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Grantee is the fee owner of the property located in Stearns County, Minnesota, hereinafter referred to as "**Grantee's Property**" and more fully described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Grantor is willing to grant to Grantee an easement for signage and related structures over, under, and across such portion of **Grantor's Property** (the "**Easement Area**") and more particularly described on Exhibit B attached hereto and made a part hereof;

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant**. Grantor hereby grants and conveys to Grantee, their heirs, legal representatives, successors, and assigns, and to any future owner of Grantee's Property, a perpetual, exclusive easement to place, maintain, and operate a sign, and related structures (the "**Easement**") in, under, upon, about, over, and through the Easement Area located on Parcel A, for the benefit of Grantee.

2. **Use**. Grantee may use the easement for purposes, including the construction, maintenance, operation, inspection, reconstruction, and removal of the sign and related structures.

3. **Cost, Maintenance, and Repair**. Grantee shall be responsible for costs and expenses to maintain and repair the Easement Area.

4. **Representations and Warranties**. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be deceased, impaired and adversely affected by superior title.

5. **Grantor's Use of Property**. Grantor reserves the right to use **Grantor's Property** in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

6. **Transferability**. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

7. **Default and Remedies**. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

8. **Amendment**. This Agreement may not be modified, amended or terminated except in a writing signed by each party hereto.

9. **Governing Law**. This agreement shall be governed and construed in accordance with the laws of the state of Minnesota.

[Signature Page Follows.]

SIGNATURE PAGE
to Sign Easement Agreement

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:
Armadillo Investments 3 LLC,
a Minnesota limited liability company

_____
By: Stephanie Nelson Winter
Its: Manager

Date: June 25, 2025

STATE OF MINNESOTA }
COUNTY OF Hennepin } **SS.**

On June 25, 2025, before me, a Notary Public within and for said County, personally appeared Stephanie Nelson Winter, as Manager of Armadillo Investments 3 LLC, a Minnesota limited liability company, to me known to be the Grantor described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

NORMA L. BENDZICK
Notary Public-Minnesota
My Commission Expires Jan. 31, 2026

Norma L. Bendzick
Notary Public

SIGNATURE PAGE
to Sign Easement Agreement

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTEE:
Quarry Woods Homeowners' Association, Inc., a Minnesota corporation

Curtis J. Nesse

By: Curt Nesse
Its: President

STATE OF MINNESOTA
COUNTY OF Stearns } **SS.**

On July 8, 2025, before me, a Notary Public within and for said County, personally appeared Curt Nesse, as President of Quarry Woods Homeowners' Association, Inc, a Minnesota corporation, to me known to be the Grantee described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Heather Ehresmann

Notary Public

HEATHER ELAINE EHRESMANN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2029

This instrument was drafted by:

Hanson Law Office, PA
1010 West Saint Germain Street Ste 750
St. Cloud, MN 56301
(320) 257-3388

EXHIBIT A
to Sign Easement Agreement

Legal Descriptions:

Grantor's Property:

Block 001 Lot 001 QUARRY WOODS NINTH ADDITION, Section 34 Township 124 Range 28

and

Block 002 Lot 001 QUARRY WOODS NINTH ADDITION, Section 34 Township 124 Range 28

Grantee's Property:

Outlot G, Quarry Woods, according to the recorded plat thereof, Stearns County, Minnesota.

and

Outlot D, Quarry Woods Seventh Addition, Stearns County, Minnesota.

and

Outlot B, Quarry Woods Eighth Addition, Stearns County, Minnesota.

EXHIBIT B
to Sign Easement Agreement

Easement Area:

In the corners of the Grantor's Property, right triangles with 20' legs, and an estimated 28' hypotenuse located on the Grantor's Property. See attached for the depiction of the easement's location on Grantor's Property.

3661
3662
3673
3674
3685
3686
Block 001 Lot 001 SubdivisionCd
S1116 SubdivisionName
QUARRY WOODS NINTH
ADDITION, Section 34 Township
124 Renge 28
Block 002 Lot 001 SubdivisionCd
S1116 SubdivisionName
QUARRY WOODS NINTH
ADDITION, Section 34 Township
124 Renge 28
20'
20'
PROPOSED SIGNAGE EASEMENT AREA
20'
20'
PROPOSED SIGNAGE EASEMENT AREA
ROW
ROW
COUNTY ROAD 136