

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
AND DAR AL FAROOQ  
RE: SMITH PARK AND DAR AL FAROOQ PROPERTY  
IMPROVEMENTS, LEASES, EASEMENTS, MAINTENANCE AND USE**

THIS LEASE AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Bloomington, a municipal corporation under the laws of Minnesota, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431, (hereinafter referred to as the "City"), and Dar Al Farooq, a Minnesota religious corporation located at 8201 Park Avenue South, Bloomington, Minnesota 55420 (hereinafter referred to as "DAF").

**RECITALS**

**WHEREAS**, the City is the owner in fee simple of the real property located in Hennepin County, Minnesota and legally described as Lot 1, Block 1, SMITH PARK 2ND ADDITION (hereinafter referred to as the "City Parcel") and shown in Exhibit A attached hereto; and

**WHEREAS**, DAF is the owner in fee simple of the real property located in Hennepin County, Minnesota and legally described as Lot 1, Block 1, SMITH PARK 3RD ADDITION (hereinafter referred to as the "DAF Parcel") and shown in Exhibit A attached hereto; and

**WHEREAS**, hereinafter the City Parcel and DAF Parcel shall be collectively referred to as "the Parcels"; and

**WHEREAS**, DAF as the owner in succession is a party with the City in previous agreements governing construction of recreational facilities and the joint use of the Parcels; and

**WHEREAS**, the City and DAF wish to replace the existing agreements with this single Agreement; and

**WHEREAS**, in addition to this Agreement the following agreements and easements have been recorded with Hennepin County:

- a) Development Agreement between the City and Lutheran High School Association of Greater Minneapolis dated October 6, 2003 and recorded with the Office of the Registrar of Titles, Hennepin County as Document No. 3850376.

- b) Sidewalk/Bikeway Easement between the City and DAF dated December 20, 2011 and recorded with the Office of the Registrar of Titles, Hennepin County as Document No. T4914514 and with the Office of County Recorder, Hennepin County as Document No. A9732365.
- c) Driveway Access Easement between the City and DAF dated \_\_\_\_\_ and recorded with the Office of the Registrar of Titles, Hennepin County as Document No. \_\_\_\_\_ and with the Office of County Recorder, Hennepin County as Document No. \_\_\_\_\_.

**WHEREAS**, the City and DAF desire to share parking and recreational facilities owned by each other for the benefit and enjoyment of the public; and

**NOW, THEREFORE**, in consideration of the recitals stated above and the mutual covenants stated below, the parties agree as follows.

#### **AGREEMENT**

- 1. **Recitals.** The foregoing recitals are correct and incorporated herein.
- 2. **Lease terms.** The City and DAF agree to lease the following property ("Leased Areas") each from the other according to the following terms:
  - a. For \$1.00 and other consideration, the receipt and sufficiency of which is hereby acknowledged, the City leases from DAF that part of DAF property that is used for a multi-use field, multi-use field practice area, tennis courts, basketball courts, parking areas and associated access driveways on DAF property.
  - b. For \$1.00 and other consideration, the receipt and sufficiency of which is hereby acknowledged, DAF leases from the City that part of City property that is used for baseball fields, softball fields, and parking areas on City property.
  - c. Use and maintenance of the Leased Areas are subject to the terms described herein.
- 3. **Previous Agreements.** This Agreement shall supersede the following existing agreements:
  - a. Use Agreement between the City and Lutheran High School Association of Greater Minneapolis dated August 14, 1990 and recorded with the Office of the Registrar

of Titles, Hennepin County as Document No. 2140198 and with Office of the County Recorder, Hennepin County as Document No. 5697202.

- b. Agreement between the City and Lutheran High School Association of Greater Minneapolis dated August 14, 1990.
  - c. Cross Parking Agreement between the City and Lutheran High School Association of Greater Minneapolis dated December 20, 1993.
  - d. Agreement between the City of Bloomington and Lutheran High School of Greater Minneapolis Re: Smith Park and Lutheran High School Property Improvements, Leases, Easements and Use dated May 17, 1999.
  - e. Addendum to Agreement between the City of Bloomington and Lutheran High School of Greater Minneapolis Re: Smith Park and Lutheran High School Property Improvements, Leases, and Use dated June 26, 2000.
4. **Term of the Agreement.** The term of this Agreement shall be until May 17, 2024 with the City and DAF having the option to renew this Agreement for up to two additional 10 year periods with the same terms and conditions (the "Options"). The easements of record with the Hennepin County Recorder and the Hennepin County Registrar of Titles shall continue on the property regardless of the term of this Agreement.
5. **Joint use of Parking Facilities.** The City and DAF agree to jointly use the parking lots shown on Exhibit B. The parties hereby grant to each other nonexclusive parking rights and access over the drive aisles and parking lots shown in Exhibit B. City use of the parking facilities located on DAF property shall be for the purpose of Smith Park public access; public access to the City-operated community garden plots located on Xcel Energy property, immediately south of DAF property; or access to DAF facilities as covered in this Agreement. The City and DAF shall meet at least annually to coordinate event schedules in an effort to limit parking conflicts. The public's use of the parking lots covered in this Agreement is limited to between the hours of one-half hour before sunrise and 10:00 p.m., or 11:30 p.m. on those dates that scheduled use of the athletic facility lighting goes past 10:00 p.m.

DAF's use of the City parking lots covered in this Agreement is limited to between the hours of one-half hour before sunrise and 10:00 p.m., or 11:30 p.m. on those dates that DAF's scheduled use of the athletic facility lighting goes past 10:00 p.m. except as otherwise provided in this Agreement. For DAF building events or activities that go past 10:00 p.m., parking shall be restricted to only the DAF parking lots unless a permit for after-hours use of City parking lots is issued by the Park Director or designee. It is anticipated that sufficient parking capacity for the vast majority of DAF building events and activities can be provided in the DAF parking lots. For those DAF building events and activities that go past 10:00 p.m. and are expected to exceed the DAF parking lot's capacity, DAF shall submit a request to the City at least three business days in advance for an after-hours parking permit. This will provide sufficient time for the City to issue the after-hours parking permit, adjust the timers for the City parking lot lights to accommodate the after-hours usage, and to notify the Police of the after-hours usage. The City shall not charge a fee nor unreasonably withhold said after-hours parking permits for the City parking lots covered in this Agreement.

6. **Parking Facilities Maintenance, Repairs.** All costs of maintaining and repairing the parking tract within each Parcel shall be borne solely by the respective owner of that Parcel.
7. **Relocation of Parking Tracts.** Each party reserves the right to modify or adjust the location or configuration of the parking tracts located upon their respective Parcels, should development of, or site modifications to; the Parcels reasonably require such action. In such event, thirty (30) days' prior written notice of the proposed action shall be provided to the other party. The number of parking spaces within the parking tract may not be reduced pursuant to this provision, however.
8. **Driveway Access Easement for Northwest Parking Lot.** DAF shall provide a permanent easement over DAF property for vehicular and pedestrian access from Park Avenue to the northwest parking lot located on Smith Park and Xcel Energy properties, See Exhibit E for a copy of the driveway access easement, executed separately.
9. **Use, maintenance, and repair of DAF Sidewalks.** DAF grants the City public pedestrian access via sidewalks and grass walkways located on its property for the purpose of:
  - a. Smith Park public access;

- b. Public access to the City-operated community garden plots located on Xcel Energy property, immediately south of DAF property; and
- c. Public use of DAF facilities covered in this Agreement.

The public's use of the DAF property shall be limited to the facilities described in this Agreement and the sidewalks and grass walkways that connect them, but excluding the unpaved portions of DAF property between the sidewalks and the DAF building. The sidewalks located within the multi-use field fenced area may be used by the public during scheduled field use only.

The design and maintenance of DAF sidewalks shall conform to City and Americans with Disabilities Act (ADA) private sidewalks standards. All costs for repairing and maintaining the DAF sidewalks shall be borne solely by DAF. DAF is solely responsible for any injury or other cause of action arising out of the use of any DAF sidewalk. The City shall be responsible for all costs associated with installing an ADA-compliant curb cut on City property to connect the southern DAF sidewalk with the southern Smith Park parking lot

10. **Joint Use of Recreation Facilities.** Except as provided herein, use of the City and DAF recreational facilities as described in this Agreement, whether located on City or DAF property, shall conform to the requirements of the City Code as well as City park regulations and policies.
11. **Multi-Use Field Maintenance.** The City agrees to be responsible for maintaining the multi-use field (also known as the football field), multi-use field irrigation system, water fountain, water spigot, waterlines and multi-use field practice area (located immediately south of the multi-use field). As a multi-use field, the field may be striped and used for a variety of sports, activities and programs including but not limited to football, soccer, cricket, ultimate Frisbee and lacrosse. The City shall be solely responsible for establishing field use guidelines, as well as the striping of the multi-use field unless prior approval is given for DAF to perform field striping. DAF agrees to provide the City reasonable access to that portion of DAF building where the irrigation controls and water hook-ups are located to facilitate City maintenance of the irrigation system, waterlines, water fountain and water spigot. DAF shall provide the City with an emergency DAF staff call-in list to facilitate City access to the

DAF building when the building is closed. While the City shall be responsible for determining the appropriate amount of water to be used to irrigate the multi-use field, DAF agrees to be responsible for the water charges associated with the operation of the irrigation system, water fountain and water spigot. The City shall at its sole expense, install a water meter for the multi-use field irrigation system and exterior water fountain. The water meter shall be installed within one hundred twenty (120) calendar days of the execution date of this Agreement. Upon installation, the water meter shall become the property of DAF, and DAF shall be responsible for the maintenance of the water meter thereafter.

12. **Facility Lighting Maintenance.** The City at its sole expense shall be responsible for maintaining the underground electrical wiring, light poles and light fixtures for the following facilities on City, DAF and Xcel Energy property leased by the City: northern parking lot and driveway; park trails that are covered under sidewalk/bikeway easements; Smith Park trails, tennis and basketball courts/hockey rink; general skating rink; multi-use field; baseball field and softball field #2. The City shall also be responsible for all electric power costs associated with the operation of the above light fixtures. DAF at its sole expense shall be responsible for maintaining the underground electrical wiring, light poles and light fixtures and electric power costs for parking lots and sidewalks on DAF property.

13. **Athletic Field and Courts Usage.** The City and DAF agree to share usage of the athletic fields and courts located on City property in Smith Park and on DAF property as shown in Exhibit C. These athletic fields and courts include the multi-use field, the multi-use field practice area, the baseball field, the basketball court, the two tennis courts, and softball fields #1 & #2. The City shall be responsible for scheduling usage and shall have first priority usage of all athletic fields located on City property in Smith Park (baseball field and softball fields #1 & 2) as well as the basketball court and two tennis courts located on DAF property. DAF shall be responsible for scheduling usage and shall have first priority usage of all athletic fields located on DAF property (multi-use field and multi-use field practice area).

The City and DAF shall meet at least annually to coordinate and schedule athletic field and court usage pursuant to Sections 14, 15, 16, 17 and 18 herein. Changes or amendments to the schedules shall be coordinated between the parties prior to any scheduled usage. The

City and DAF agree to follow the City's current athletic field use guidelines to provide a properly maintained facility, ensure a safe facility for public and DAF use, and to limit damage to the field turf and court surfacing. These guidelines include limitations on the types of activities permitted on athletic fields and courts, as well as the cancellation of use during inclement weather or wet field conditions. A copy of the City's current athletic field use guidelines shall be provided annually to DAF.

14. **DAF Property Usage.** Unless pursuant to a separate Conditional Use Permit as described below, DAF may not use the multi-use field, multi-use field practice area, basketball court or tennis courts as a "commercial park." Therefore, the field and courts may only be used as an "accessory use" as defined by the Bloomington City Code, as may be amended from time to time.

Accordingly, scheduled use of the fields and courts shall be limited to:

- a. DAF activities or programs, not non-affiliated or third-party usage, except as listed below.
- b. City of Bloomington activities or programs.
- c. Bloomington community athletic organization activities or programs.
- d. Bloomington resident usage.
- e. Unscheduled use of the courts by the general public.
- f. Scheduled usage of the multi-use field or courts by others than those listed above is prohibited, except by conditional use permit or special event approval as provided below.

Should DAF desire to expand use of the field or courts from its status as accessory to other uses on site to a status as a commercial park or field, the City Code requires issuance of a conditional use permit. As with any conditional use, DAF would need to meet all applicable regulations for the additional use, including but not limited to additional parking and accessibility improvements. Prior to granting approval for any additional use, the

Bloomington City Council would have to find that the proposal is not in conflict with the Comprehensive Plan and would not be injurious to the surrounding neighborhood.

Should the City or DAF desire to use the fields or courts for an occasional special event, a City of Bloomington review process exists for such special events. City staff reviews special event proposals for health and safety concerns, as well as for Code compliance, traffic flow, and parking provisions. Such special events approvals are meant for occasional events and do not address regular activities, which require appropriate conditional permit use approvals.

The fields may not be leased out by DAF for any purpose. Any leasing of the fields by the City must be in accordance with City leasing policies for public parks. Any net lease revenue for the fields recovered by the City will be shared evenly with DAF.

15. **Baseball and Softball Fields Scheduling.** The City agrees to provide DAF exclusive usage of the baseball field and softball fields #1 & #2 as follows:

- a. During the months of April, May, August, September and October weekdays prior to 6:00 p.m.

Usage of the baseball field outfield during the months of August, September and October weekdays prior to 6:00 p.m. for football, lacrosse, soccer or other scheduled recreational activities. Spontaneous use of the baseball and softball fields outside of the scheduled times is allowed as would be allowed for any member of the public.

16. **Multi-Use Field Scheduling.** As a multi-use field, the field may be used for a variety of sports, activities and programs. This usage shall be coordinated between the City and DAF to ensure the appropriate field striping is performed by the City, to limit excessive wear on the grass turf, and to avoid issues with having conflicting field striping on the field. The multi-use field and multi-use field practice area have a perimeter fence to control

unscheduled usage and prevent excessive wear on the turf. DAF agrees to provide the City exclusive usage of the multi-use field and multi-use field practice area as follows:

- a. During the months of April, May, August, September and October weekdays after 6:00 p.m.
- b. During the months of April, May, June, July, August, September and October on weekends, except for those dates scheduled for DAF activities, programs or other scheduled recreational activities. DAF agrees to guarantee that the City shall have usage of the multi-use field and multi-use field practice area a minimum of two Saturdays and two Sundays per month from April through August, and a minimum of three Saturdays and two Sundays per month from September through October.
- c. During the months of June and July on weekdays after 6:00 p.m.
- d. During the months of June and July on weekdays prior to 6:00 p.m., except for those dates scheduled for DAF for activities, programs, or other scheduled recreational activities.

Spontaneous usage of the multi-use field by either party is prohibited.

**17. Multi-use Field Lighting Usage.** DAF may use the multi-use field lighting for events scheduled on the multi-use field. The usage schedule of the multi-use field is defined in the Agreement. DAF agrees to comply with City policy that requires athletic field lighting be shut off by 11:00 p.m., and all users must vacate the multi-use field and parking lots by 11:30 p.m. The controls for the multi-use field are located in the electrical service building in Smith Park. The City shall issue a key to DAF for the Smith Park electrical service building to facilitate DAF's access to the multi-use field lighting controls. The only time DAF may gain access to the Smith Park electrical service building is for use by DAF for DAF events at the multi-use field.

**18. Tennis and Basketball Courts Scheduling and Maintenance.** The two lighted tennis courts and one basketball court on DAF property to the north of the multi-use field were installed by the City for public use. The location of the courts is detailed in Exhibit C. The City shall be responsible for maintaining the tennis and basketball courts and for the electric power

costs associated with the court lights. The City shall have the option to add additional striping on the tennis and basketball courts to facilitate use of the courts for Pickleball or other recreational activities. The City agrees to the following DAF exclusive use of the facilities:

- a. DAF shall have use of the tennis courts weekdays prior to 6:00 p.m. during the months of September, October, April, and May. The general public will be allowed access to the tennis courts during the above dates and times whenever DAF is not using the courts.
- b. DAF shall have use of the basketball court weekdays prior to 3:00 p.m. during the months of September, October, April, and May. The general public will be allowed access to the basketball court during the above dates and times whenever DAF is not using the court.

As set forth above, the City and DAF shall meet at least annually to coordinate and schedule basketball and tennis courts usage. The courts schedule shall be kept current and scheduled usage communicated to each party in a timely manner. Scheduled usage of the courts without prior notice to the other party is prohibited. Spontaneous use of the courts by DAF outside of the scheduled times is allowed as would be allowed for any member of the public.

19. **Hockey and General Skating Rinks.** DAF agrees to that the City shall have the option during the winter months to place a hockey rink over the public lighted tennis courts, which are located on DAF property to the north of the multi-use field. The City shall also have the option to install a general skating rink on City property in Smith Park. The City agrees to pay for the cost of the installation, removal, maintenance and lighting of the hockey and general skating rinks. The provision of a hockey rink and/or general skating rink is solely at the discretion of the City and shall not be mandated by this Agreement. The City agrees to the following use of the facilities:

- a. If the City decides to provide a hockey rink and/or general skating rink, DAF shall have use of the rinks weekdays prior to 3:00 p.m. from December 21 through

February 15 (weather permitting). The general public will be allowed access to the rinks during the above dates and times whenever DAF is not using the hockey rink.

If the City decides to provide a hockey rink and/or general skating rink, the City and DAF shall then meet at least annually to coordinate and schedule usage of the rinks. The rinks schedule shall be kept current and scheduled usage communicated to each party in a timely manner. Scheduled usage of the rinks without prior notice to the other party is prohibited.

**20 Indemnification and Insurance.**

- a. For public events sponsored by the City, the City agrees to defend, indemnify, and hold harmless DAF and its officials, employees, and agents, from any and all claims, causes of action, lawsuits, damages, including reasonable attorney fees, arising out of claims from accidents or injuries from the City's and general public's use of Smith Park and the following DAF property, unless caused by the negligence, actions, or willful misconduct of DAF: multi-use field, multi-use field practice area, parking lots, tennis and basketball courts, hockey rink, waterline, underground electrical wiring, light posts and light fixtures.
- b. DAF agrees to defend, indemnify, and hold harmless the City and its officials, employees, and agents, from any and all claims, causes of action, lawsuits, damages, including reasonable attorney fees, arising out of claims from accidents or injuries from DAF's use (includes use by DAF and direct subsidiaries of DAF) of Smith Park and the above listed DAF property, unless caused by the negligence, actions or willful misconduct of the City. In entering into this indemnification agreement, the City does not waive the governmental immunity and damage caps afforded government in Minnesota law. The City and DAF shall maintain general comprehensive insurance in amounts at least equal to the statutory limits for cities under Minnesota Statutes, Chapter 466 during the term of this Agreement.
- c. At all times during this Agreement, DAF shall maintain insurance amounts in conformance with the general liability damage limits set forth in Minnesota Statutes § 466.04, as amended (or any future Minnesota Statute governing the maximum liability of a municipality) as set forth in subparagraphs 1 and 2

below, or DAF may maintain Aggregate General Liability insurance of at least \$2,000,000.

- i. Bodily injury in the amount of at least \$1,500,000 per individual and \$1,500,000 for injuries or death arising out of each occurrence.
- ii. Property damage liability in the amount of \$1,500,000 for each occurrence.

DAF further agrees to name the City as additional insured in said insurance policies and to provide a certificate of said insurance to the City as of the effective date of the Agreement.

21. **Amendment.** This Agreement may be amended, in writing, as the parties may mutually agree.

22. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

23. **Governing Law.** The City and DAF agree that this Agreement shall be governed by Minnesota law.

24. **Remedies for Non-Compliance:** In the event either party fails to comply with any obligations of this Agreement, upon verification of alleged non-compliance by the aggrieved party, the following progressive actions may be taken by either party to remedy the non-compliance issue.

- a) First step – oral notice sent to correct the non-compliance issue.
- b) Second step, if non-compliance remains for 30 days after completion of first step - written notice sent to correct the non-compliance issue.
- c) Third step, if non-compliance remains 30 days after completion of second step – a mandatory meeting between the parties to address the non-compliance issue and determine a remedy.
- d) Fourth step, if non-compliance remains 30 days after completion of third step – a mandatory meeting with a qualified and neutral third party to review the facts regarding the non-compliance issue(s) and to recommend the manner in which the non-compliance issue(s) should be resolved if found to be valid. The cost of third party services will be split evenly (50%-50%) between each party.
- e) Fifth step, if the qualified and neutral third party identified in the fourth step finds the non-compliance issue(s) to be valid and the non-compliance issue(s) remains 30 days after completion of the fourth step – the aggrieved party may terminate the Agreement with six months’ notice given to the other party. Termination is not automatic. If the City is the aggrieved party, termination may only occur following consideration and approval by the City Council.

- f) Upon the exhaustion of remedies a) through e), t either party may take whatever action at law or in equity may appear necessary for the enforcement of the Agreement.

## 25. Termination

- a. One (1) year prior to the termination date, the parties shall meet to discuss the exercise of the Option to extend this Agreement for an additional ten years pursuant to Section 2 of this Agreement. In the event that DAF and the City choose to exercise the Option, such extension shall be in writing. In the event that this Agreement is not extended pursuant to the Option, this Agreement shall automatically terminate without further notice at the end of the term on May 17, 2024. In the event that this Agreement is terminated, the easements of record with the Hennepin County Recorder and the Hennepin County Registrar of Titles shall remain in full force and effect.
- b. The Attached Exhibit D identifies all of the improvements (“Improvements”) to the respective parcels that are shared pursuant to this Agreement. Upon termination of this Agreement, the Improvements shall be disposed of as provided below, as indicated on the Exhibit D. Upon termination of this Agreement, each party shall re-enter and retake possession of their respective Parcel.
- c. Upon the termination of this Agreement, the nonexclusive parking rights given to each party in the lots shown in Exhibit B shall terminate. The City shall retain the access easement over DAF property from Park Avenue to the northerly parking lot located on City and Xcel Energy properties along Park Avenue. DAF will no longer be permitted to count parking spaces in the City parking lots towards their parking capacity calculations for their building. The City and general public will no longer be permitted to use DAF parking lots to facilitate access to Smith Park or the City-

operated community garden plots located on Xcel Energy property, immediately south of DAF property.

- d. Upon termination of this Agreement, the disposition of improvements on DAF property shall be as follows:
  - i. **Multi-use Field and Multi-use Field Practice Area.** DAF shall take control and management of the multi-use field, multi-use field practice area, irrigation system, press box, bleachers, perimeter security fence, light poles and fixtures. The City shall disconnect the electrical service line for the field lights and abandon the underground electrical wiring in place. DAF shall then have the option to provide its own electrical service line for the field lights.
  - ii. **Tennis and Basketball Courts.** DAF shall be provided the option to assume control and management of the tennis and basketball courts, including the court lighting, perimeter fencing, basketball hoops and support posts, tennis court net posts and tennis nets. This includes the common portion of perimeter fencing for the tennis and basketball courts, and the multi-use field. DAF shall notify the City within nine (9) months of termination whether they wish to assume ownership. If DAF chooses to assume ownership, DAF shall pay the City the fair market value of the tennis and basketball court amenities as described above. In order to determine the fair market value of the City's interest, DAF and the City will each be permitted to hire an independent licensed real estate appraiser to provide an appraisal of that interest. If DAF and the City do not agree on the fair market value after the appraisals, the fair market value shall be determined by arbitration conducted by the American Arbitration Association or its

successor (or other mutually agreed upon independent arbitrator if the American Arbitration Association or its successor no longer exists) under its rules then in effect.

If DAF chooses not to assume control and management of the basketball and tennis courts, the City shall be responsible to remove the courts and restore the turf within nine (9) months of termination. The underground electrical wiring serving the court lights will be abandoned in place. The City shall provide DAF a detailed invoice of all associated removal and turf restoration expenses and DAF shall reimburse the City for 50% of the removal and turf restoration costs within sixty (60) days of the completion of the turf restoration.

iii. **Water Fountain Water Line.** The water fountain located adjacent to the baseball field is serviced by a water line that crosses the multi-use field and is connected to water service provided at the DAF building. This water line shall be disconnected by DAF and the water line will be abandoned in place. The City shall then have the option to provide its own water service line for the water fountain.

- e. Either party may also re-enter and retake possession of their respective Parcel and appurtenant Improvements in the event that the other party abandons or vacates its use of the other party's Parcel and appurtenant Improvements.
- f. In the event that the whole or any part of the City Parcel shall be taken by any public authority under the power of eminent domain, DAF shall have no claim to, nor shall DAF be entitled to, any portion of any award, for damages or otherwise. In the event only a portion of the City Parcel is taken, this Agreement shall terminate as to the part

taken. If, however, by reason of the condemnation there is not sufficient space left in the City Parcel for DAF to reasonably continue its use, then, in such event, this Agreement shall terminate. Although all damages in the event of condemnation belong to the City whether awarded as compensation for diminution in value of the City Parcel, nothing herein shall be construed to prevent DAF to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by DAF in DAF's own right.

26. **Reserved Rights.** This Agreement is subject to the rights reserved by Xcel Energy (f/k/a Northern States Power Company) over the Parcels, and to the right of the City, or other public agency or utility authorized by the City, to use the Parcels for any purpose not inconsistent with DAF's use of the Parcels.
27. **No Liens or Encumbrances.** The parties shall not cause or permit any liens or encumbrances to be placed upon the Parcels, and each owner, with respect to its own parcel, shall take immediate action at its sole expense to remove any such liens and encumbrances from its respective parcel, and each owner shall hold harmless, indemnify, and defend the other party from any claims and causes of action arising from such liens and encumbrances.
28. **No Waiver.** The consent of the parties to any variation of terms of this Agreement shall not be deemed a waiver of such conditions.
29. **Notices.** For purposes of this Agreement, notices to the parties shall be sent to the following addresses:

CITY OF BLOOMINGTON:

To: City of Bloomington  
ATTN: City Manager  
1800 West Old Shakopee Road  
Bloomington, MN 55431

DAF:

To: Dar Al Farooq  
ATTN: Hyder Aziz  
8201 Park Avenue  
Bloomington, MN 55420

The addresses and parties to whom notices are provided under this Extended Lease Agreement may be changed by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF BLOOMINGTON

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

By: \_\_\_\_\_  
City Manager

Reviewed and approved by the City Attorney

\_\_\_\_\_  
City Attorney

STATE OF MINNESOTA )

)SS

COUNTY OF HENNEPIN )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by \_\_\_\_\_ and \_\_\_\_\_ the Mayor and City Manager of the City of Bloomington, Minnesota, under the law of the State of Minnesota, on behalf of the City of Bloomington.

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

DAR AL FAROOQ

By: 

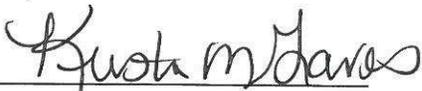
Its: Executive Director

STATE OF MINNESOTA )

)SS

COUNTY OF HENNEPIN )

This instrument was acknowledged before me on this 25<sup>th</sup> day of February 2015,  
by Hyder Aziz of Dar Al Farooq, a Minnesota religious corporation on behalf of the  
corporation.

  
Notary Public

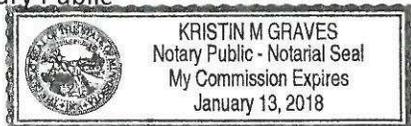




EXHIBIT A

E 80TH ST

XCEL  
PARCEL

LOT 1, BLOCK 1,  
SMITH PARK 2ND ADDITION  
(CITY PARCEL)

PARK AVE S

82ND ST

LOT 1, BLOCK 1,  
SMITH PARK 3RD ADDITION  
(DAF PARCEL)

10TH AVE S

E 83RD ST

E 83RD ST

**DISCLAIMER**

"This image was derived from records on file at the City of Bloomington and aerial photos taken in 1995, 1998, 2002, 2006, & 2009. Aerial images, topographic features and line work may be based on any of these photographic years. No warranty is made to

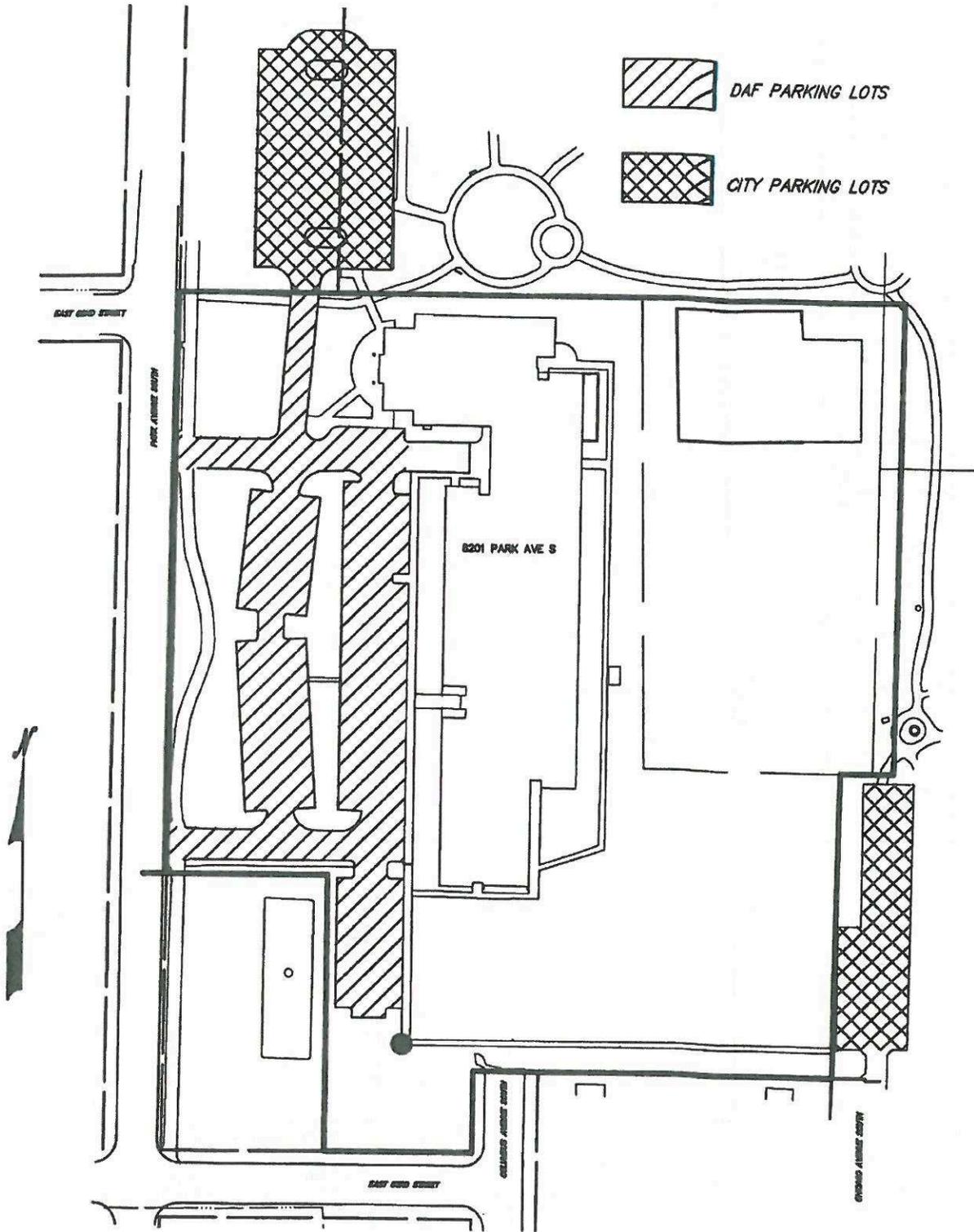


1" = 200'

0feet 100feet 200feet



# EXHIBIT B PARKING AREAS



## EXHIBIT C

# Smith Park



Address: 8155 Park Avenue S.

Classification: Community Playfield

Size: 7.06 Acres water area

17.64 Acres land area

24.7 Total acres

### Existing Facilities:

- A Playground equipment
- B Park building
- C Gazebo
- D 2 Softball diamonds
- E Baseball diamond
- F Soccer field /Football field
- G Sledding hill
- H Trails
- I Pedestrian bridge
- J Off-street parking
- K Basketball court
- L 2 Tennis courts
- Grills

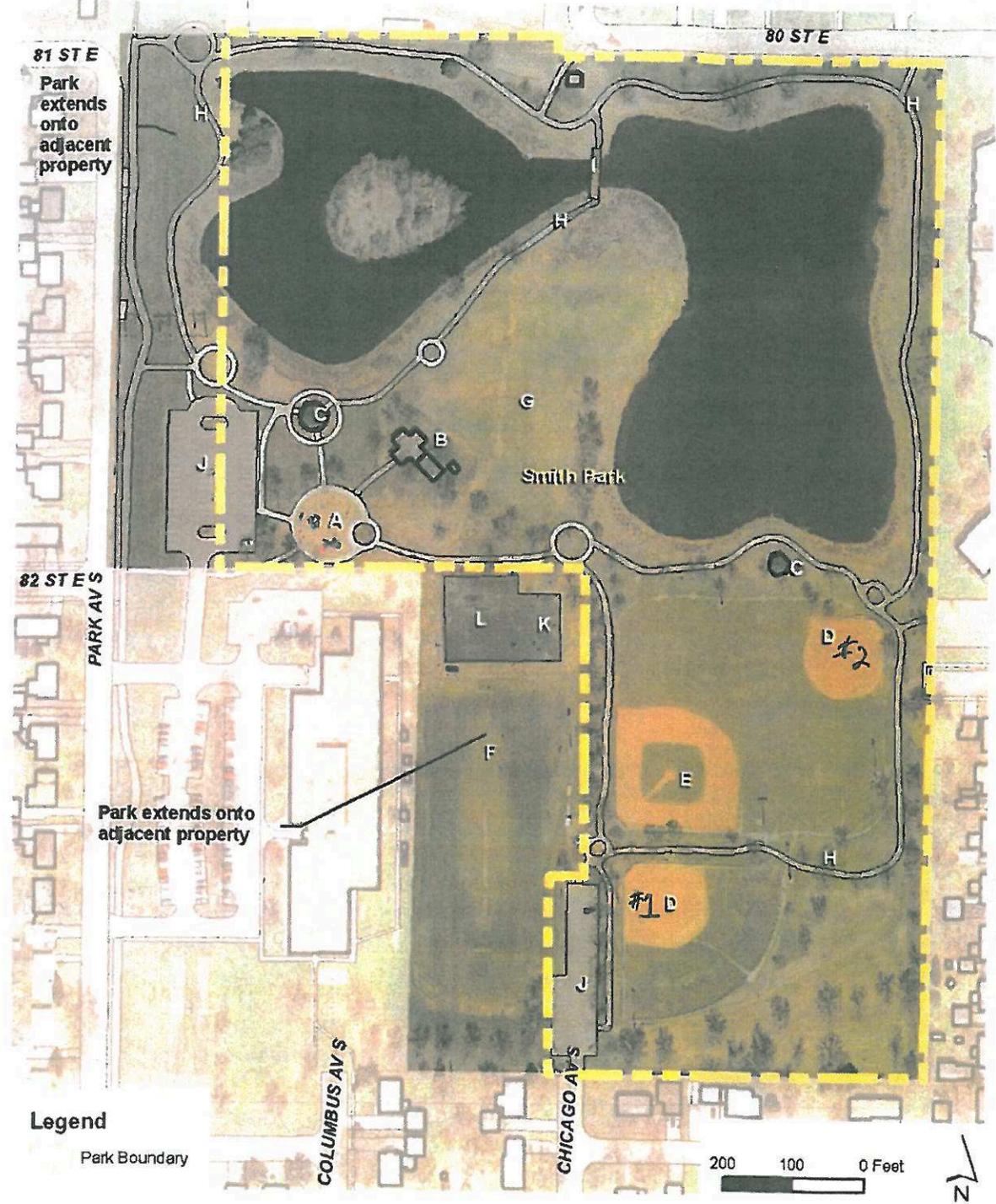
### Planned Facilities and Improvements:

- Ballfield improvements
- New playground
- Renovate park building with exterior restrooms and timer locks and storage

### Accessibility Recommendations:

- Accessible parking stall striping and signage (J)
- Accessible path to Ballfields

# Smith Park Existing Conditions



**Exhibit D**  
**City of Bloomington (City) and Dar Al Farooq (DAF)**  
**Smith Park/8201 Park Avenue South Recreation Improvements**

<b>Improvement 1: Multi-Use Field</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Field	DAF	DAF property	City	DAF
Lighting system	City	DAF property	City (City also pays electrical cost)	DAF
Electrical building for lighting system	City	City property	City	City
Underground electrical wiring for lighting system	DAF	DAF property	City	City will disconnect and abandon in place
Irrigation system	City	DAF property	City (DAF pays for water costs)	DAF
Light poles and fixtures	DAF	DAF property	City	DAF
Perimeter fence	DAF	DAF property	DAF	DAF
Practice area (south of field)	DAF	DAF property	DAF	DAF
Pressbox	DAF	DAF property	City	DAF
Bleachers	DAF	DAF property	City	DAF
Underground water line for drinking fountain	City	DAF property (connected to meter inside DAF building and drinking fountain on City property)	City (DAF pays water costs)	DAF will disconnect and City will abandon in place

<b>Improvement 2: Two Lighted Tennis Courts</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Courts	City	DAF property	City	City will remove or DAF may purchase at fair market value
Lighting system (connected to electrical building noted above with Improvement 1)	City	DAF property	City (City also pays electrical cost)	City will remove or DAF may purchase at fair market value
Perimeter fence	City	DAF property	City	City will remove or DAF may purchase at fair market value
Nets	City	DAF property	City	City will remove or DAF may purchase at fair market value

<b>Improvement 3: Basketball Court</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Court and equipment	City	DAF property	City	City will remove or DAF may purchase at fair market value
Hoops and support posts	City	DAF property	City	City will remove or DAF may purchase at fair market value
Fence	City	DAF property	City	City will remove or DAF may purchase at fair market value
Lighting system (connected to electrical building noted above with Improvement 1)	City	DAF property	City (City also pays electrical cost)	City will remove or DAF may purchase at fair market value

<b>Improvement 4: Baseball Field</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Field	City	City property	City	City
Lighting system (connected to electrical building noted above with Improvement 1)	City	City property	City	City
Irrigation system	City	City property	City	City
Fence	City	City property	City	City

<b>Improvement 5: Two Softball Fields</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Fields	City	City property	City	City
Lighting system (connected to electrical building noted above with Improvement 1)	City	City property	City	City
Irrigation system	City	City property	City	City
Fence	City	City property	City	City

<b>Improvement 6: Hockey Rink located on Basketball and Tennis Courts (seasonal only)</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by (when constructed)</b>	<b>Owner at Termination</b>
Rink and boards	City	DAF property	City	City
Lighting system (connected to electrical building noted above with Improvement 1)	City	DAF property	City (City also pays electrical cost)	City will remove or DAF may purchase at fair market value

<b>Improvement 7:</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at</b>
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<b>General Skating Rink (seasonal only)</b>			<b>(when constructed)</b>	<b>Termination</b>
Rink	City	City property	City	City

Updated April 18, 2014



EXHIBIT E (page 2)  
EXHIBIT A  
ACCESS EASEMENT AREA

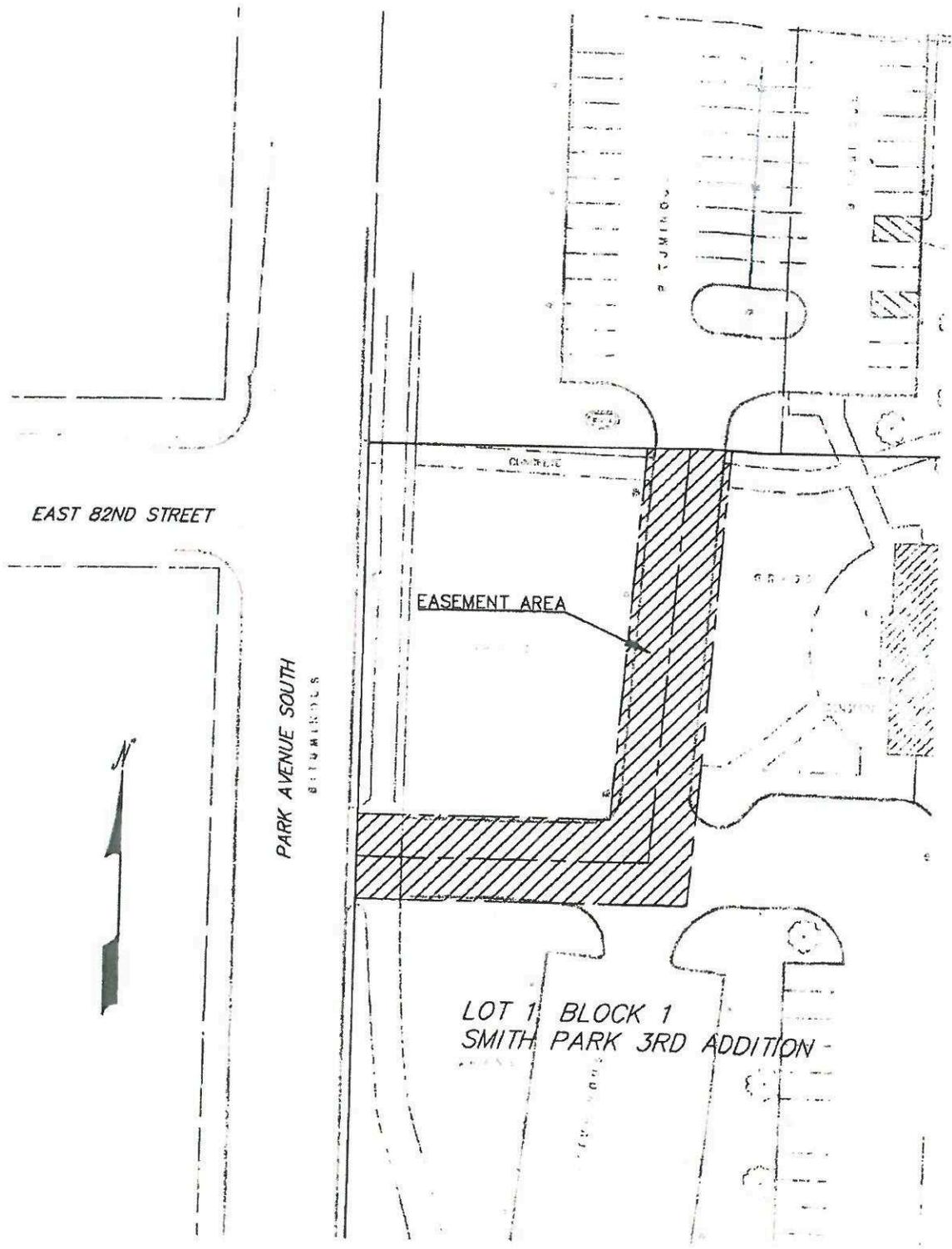




EXHIBIT A

E 80TH ST

XCEL  
PARCEL

LOT 1, BLOCK 1,  
SMITH PARK 2ND ADDITION  
(CITY PARCEL)

PARK AVE S

82ND ST

LOT 1, BLOCK 1,  
SMITH PARK 3RD ADDITION  
(DAF PARCEL)

10TH AVE S

E 83RD ST

E 83RD ST

**DISCLAIMER**

"This image was derived from records on file at the City of Bloomington and aerial photos taken in 1995, 1998, 2002, 2006, & 2009. Aerial images, topographic features and line work may be based on any of these photographic years. No warranty is made to

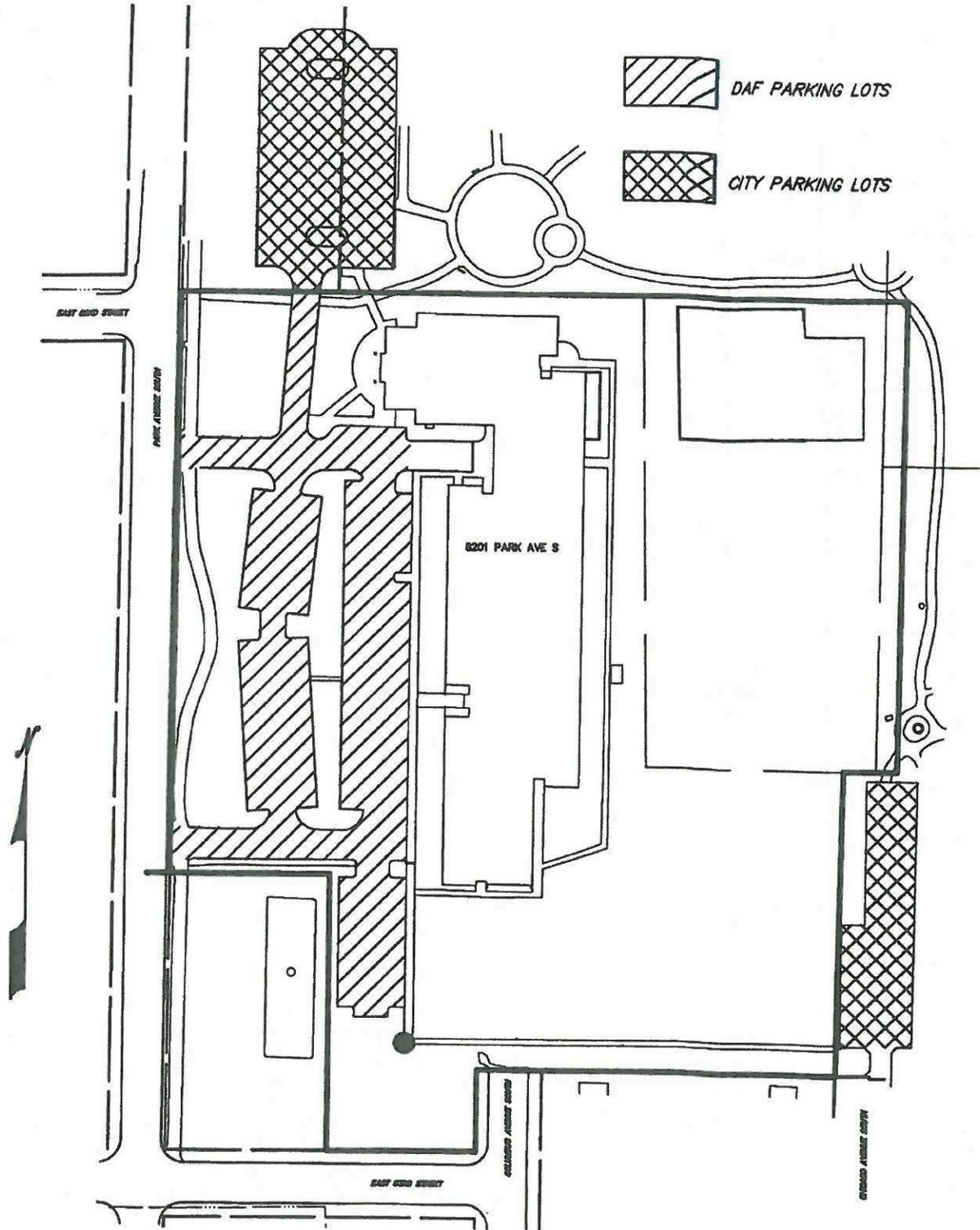


1" = 200'

0feet 100feet 200feet



# EXHIBIT B PARKING AREAS



## EXHIBIT C

### Smith Park



Address: 8155 Park Avenue S.

Classification: Community Playfield

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24.7 Total acres

#### Existing Facilities:

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- H Trails
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- L 2 Tennis courts
- Grills

#### Planned Facilities and Improvements:

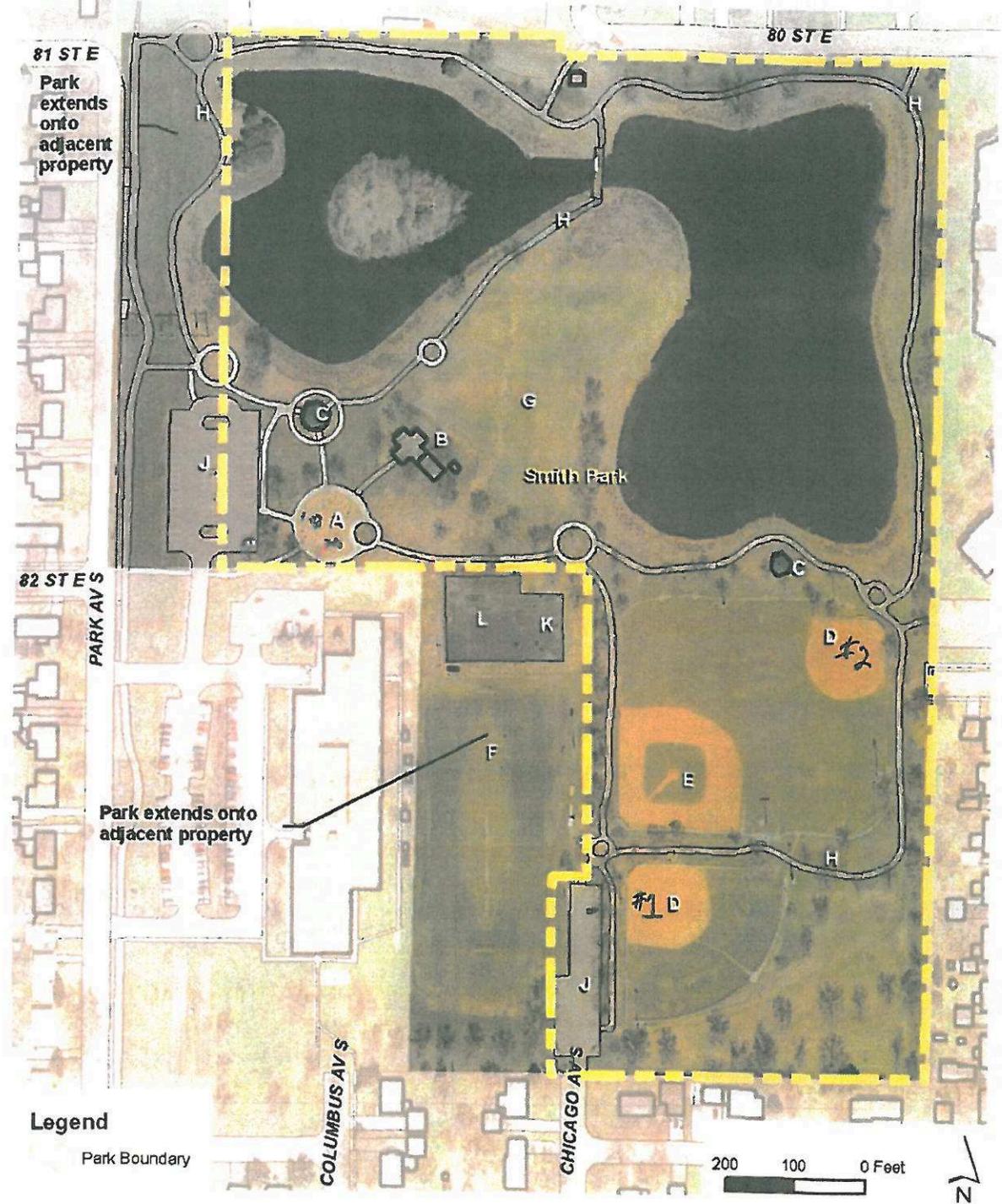
- Ballfield improvements
- New playground
- Renovate park building with exterior restrooms and timer locks and storage

#### Accessibility Recommendations:

- Accessible parking stall striping and signage (J)
- Accessible path to Ballfields



# Smith Park Existing Conditions



**Exhibit D**  
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Perimeter fence	DAF	DAF property	DAF	DAF
Practice area (south of field)	DAF	DAF property	DAF	DAF
Pressbox	DAF	DAF property	City	DAF
Bleachers	DAF	DAF property	City	DAF
Underground water line for drinking fountain	City	DAF property (connected to meter inside DAF building and drinking fountain on City property)	City (DAF pays water costs)	DAF will disconnect and City will abandon in place

<b>Improvement 2: Two Lighted Tennis Courts</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Courts	City	DAF property	City	City will remove or DAF may purchase at fair market value
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<b>Improvement 3: Basketball Court</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
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<b>Improvement 4: Baseball Field</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Field	City	City property	City	City
Lighting system (connected to electrical building noted above with Improvement 1)	City	City property	City	City
Irrigation system	City	City property	City	City
Fence	City	City property	City	City

<b>Improvement 5: Two Softball Fields</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at Termination</b>
Fields	City	City property	City	City
Lighting system (connected to electrical building noted above with Improvement 1)	City	City property	City	City
Irrigation system	City	City property	City	City
Fence	City	City property	City	City

<b>Improvement 6: Hockey Rink located on Basketball and Tennis Courts (seasonal only)</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by (when constructed)</b>	<b>Owner at Termination</b>
Rink and boards	City	DAF property	City	City
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<b>Improvement 7:</b>	<b>Owner</b>	<b>Location</b>	<b>Maintained by</b>	<b>Owner at</b>
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<b>General Skating Rink (seasonal only)</b>			<b>(when constructed)</b>	<b>Termination</b>
Rink	City	City property	City	City

Updated April 18, 2014



EXHIBIT E (page 2)  
EXHIBIT A  
ACCESS EASEMENT AREA

