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**EASEMENT AND MAINTENANCE AGREEMENT**

**by and between  
THE CITY OF BLOOMINGTON  
AND  
SOUTH LOOP INVESTMENTS, LLC  
for  
LINDAU LINK ADDITION PLAZA**

**for construction, maintenance and use of**

**ON-SITE PUBLIC IMPROVEMENTS  
RELATED TO THE PLAZA EASEMENT PREMISES  
AND RELATED SITE WORK**

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This document was drafted by  
The City of Bloomington  
1800 West Old Shakopee Road  
Bloomington, Minnesota, 55431  
953-563-8753

## EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of September, 2015 (the “Effective Date”), by and between the CITY OF BLOOMINGTON, a Minnesota municipal corporation (“City”) and SOUTH LOOP INVESTMENTS, LLC, a Minnesota limited liability company (“Developer”).

### WITNESSETH:

WHEREAS, the Port Authority for the City of Bloomington (the “Authority”), City and South Loop Investments, LLC, have entered into a Purchase and Redevelopment Contract dated December 10, 2014 (the “Contract”), for the purchase and development of the real property which is legally described in **Exhibit A**, which is attached hereto and incorporated herein (the “Development Property”), and which is located in the Industrial Development District No. 1—Airport South, also known as South Loop (the “Development District”); and

WHEREAS, the Contract is intended to provide for the conveyance of the Development Property by Authority to Developer and for the construction of the Minimum Improvements, as defined in the Contract (“Project”), in coordination with the Authority and with the cooperation and assistance of the City; and

WHEREAS, the Contract provides for the expenditure of public and other funds for certain Public Improvements set forth in Section 4.6 of the Contract, to assist in the development of the Minimum Improvements; and

WHEREAS, Developer has agreed under the Contract to provide the City with this Easement and Maintenance Agreement (the “Agreement”), which provides the City with an easement for the Public Plaza, as defined below, on the Development Property, including certain Plaza Features, as defined below; and

WHEREAS, the City and the Developer have agreed to construct, install, and maintain the Plaza Features as set forth herein; and

WHEREAS, the parties deem it to be in their interest and in the best interest of the City and the State of Minnesota and in furtherance of the economic development and redevelopment plan for the Development District, to enter into this Agreement with respect to certain lands included within Development Property; and

WHEREAS, all capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Contract;

WHEREAS, in the event of a conflict between the Contract and this Agreement related to the design, construction, installation, cost, and/or maintenance of the Plaza Features as defined below, this Agreement shall control. In the event of a conflict between the Contract and this Agreement relative to any other matter, the Contract shall control.

NOW THEREFORE, in consideration of the promises and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS**

Section 1.1. Incorporation of Recitals. The foregoing recitals are correct and are incorporated herein.

**ARTICLE II  
GRANT OF EASEMENT**

Section 2.1. Easement. The Developer hereby grants and conveys to the City a perpetual, non-exclusive easement (the “Plaza Easement”) in, on, over, under, and across those portions of the real property described and depicted herein on **Exhibit B**, which is attached hereto and incorporated herein (the “Plaza Easement Premises”), situated in the City of Bloomington, County of Hennepin, State of Minnesota, for the sole purposes of (i) constructing, installing, using and maintaining, in accordance with and subject to the terms and conditions of this Agreement and the Contract, those certain Plaza Features as defined below; and (ii) use by the public for gathering and public right-of-way, including pedestrian ingress and egress and sidewalk/bikeway purposes.

Section 2.2. Plaza Features. The Project shall include a 3,362 square foot Public Plaza located in the northwest corner of the Development Property, as described and depicted in the Site Plan set forth in Exhibit E of the Contract (the “Public Plaza”). The Public Plaza shall be improved with certain features mutually agreed upon by the parties in the nature of: public art; benches and/or seating walls and/or bollards; trellis; lighting, plants/trees and related irrigation system; hardscape (e.g., pavers or concrete); stormwater features; and other features or amenities agreed upon by the parties (collectively, the “Plaza Features”) as shown in the plaza rendering and plans in **Exhibit C** attached hereto and incorporated herein. Where there is a conflict between the descriptions of the Plaza Features and what is depicted in **Exhibit C**, the Exhibit C shall control.

Section 2.3. City Design, Construction, and Installation Obligations. The City, at its cost, shall be responsible for the design, construction, and installation of the following Plaza Features: art pedestal, the benches, seating walls, trellis, bollards, hardscape, landscaping, lighting, plants/trees and irrigation system (the “City Plaza Improvements”).

Section 2.4. City Cost Obligations. The City shall be responsible for only the cost of the design, construction, and installation of the City Plaza Improvements.

Section 2.5. City Maintenance Obligations. The City shall have no maintenance obligations for any of the Plaza Features.

Section 2.6. Developer Design, Construction, and Installation Obligations. The Developer, at its expense, shall be responsible for the design, construction, and installation of the artwork as depicted in **Exhibit C**.

Section 2.7. Developer Maintenance Obligations. Consistent with the maintenance standards set forth in Section 9.1, the Developer is responsible for all maintenance of the Plaza Features, including City Plaza Improvements. As related to the Plaza Features, “maintenance” shall include upkeep and repairs; required electricity or water, as applicable; snow removal; and other activities reasonably necessary for keeping the Plaza Features in a state of repair and condition that is

consistent with similar public spaces. In the event of any default by the Developer of its maintenance obligations set forth in this Section 2.7, that are not cured by the Developer within twenty (20) days of the Developer receiving written notice of the default from the City, the City shall have the right to: (i) enter onto the Plaza Easement Premises for cure of the defaulted maintenance obligations; and (ii) charge the commercially reasonable cost of performance of the defaulted obligation to the Developer, which if not paid by Developer within 60 days of receipt by Developer, the City may assess the cost against the Development Property.

### **ARTICLE III DURATION**

Section 3.1. Duration of Agreement and Plaza Easement. Except as provided in Section 3.2 below, the duration of this Agreement and the Plaza Easement shall be perpetual, commencing as of the Effective Date and will not terminate, unless mutually agreed upon by the City and the Developer in writing.

Section 3.2, Artwork. The artwork that is installed pursuant to Section 2.6 above shall remain installed for a minimum of ten (10) years. If after initial ten (10) years have elapsed, the Developer may: (i) install another art piece, at the Developer's cost, or (ii) allow the City, at its cost, to install a similarly sized art piece in the same location. If the Developer desires to install a new art piece, the Developer shall consult with the City and obtain the City's approval of the new art piece, which approval shall not be unreasonably withheld, conditioned or delayed. If the City installs the new art piece, the City shall consult with the Developer prior to selection and installation of the new art piece, and obtain Developer's approval of the new art piece, which approval shall not be unreasonably withheld, conditioned or delayed.

### **ARTICLE IV UTILITIES**

Section 4.1. Utility Charges. During the term of this Agreement, the Developer shall pay, or cause to be paid, when the same become due, all charges for water used for irrigation, sewer usage, stormwater, recycling, gas, electricity, power, heat, telephone or other communications service, and any and all other utility or similar services used, rendered, supplied, or consumed in, upon, from, or in connection with the Plaza Easement Premises or any part thereof.

### **ARTICLE V TAXES AND ASSESSMENTS**

Section 5.1. Payment of Taxes and Assessments. During the term of this Agreement the Developer shall pay, or cause to be paid, before becoming delinquent, all real estate taxes, charges, assessments, and levies, assessed and levied by any governmental taxing authority against the Plaza Easement Premises. Nothing in this Agreement shall require the Developer to pay any franchise, excise, succession, capital levy, or transfer tax of the City that the Developer would not otherwise be obligated to pay independent of this Agreement.

**ARTICLE VI  
USE OF PLAZA EASEMENT PREMISES**

Section 6.1. Construction of Plaza Features. In accordance with the provisions of the Contract and this Agreement, the Developer hereby permits the City to cause installation and construction of the City Plaza Improvements on the Plaza Easement Premises. The Developer shall cause the installation of all other Plaza Features.

Section 6.2. Liens. During the term of this Agreement, neither the Developer nor the City will permit and shall discharge, any mechanics' or materialmen's liens to stand against the Plaza Easement Premises on account of improvements authorized by the Developer or the City, as the case may be, provided, however, they Developer may in good faith and at its expense contest any such lien in which event such lien may remain undischarged and unsatisfied during the contest and any appeal, provided Developer shall file a bond or deposit cash or other reasonable security in the amount of such lien with the court or with a mortgagee of the Plaza Easement Premises or with the City to secure the payment of such lien if finally determined to be valid.

Section 6.3. Operation and Maintenance of Plaza Features and Control of Plaza Easement Premises. During the term of this Agreement, the Developer shall operate and maintain the Plaza Features which are constructed upon the Plaza Easement Premises in accordance with all applicable governmental laws, ordinances, regulations and orders pertaining to such Plaza Features. The Developer may engage such employees, agents, or independent contractors as it may deem advisable to conduct the management, repair, maintenance, and operation of the Plaza Easement Premises from time to time during the term of this Agreement. Any assignment of the Developer's operation and maintenance responsibilities under this Agreement shall only be effective upon the assignee's entering into written agreement with the City to be bound by the terms of this Agreement and the Contract, in which event the Developer shall be released from any liability with respect to such assigned obligations.

Section 6.4. Waste; Nuisance. Neither City nor Developer shall knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Plaza Easement Premises, or any disfigurement or injury to any improvements hereafter erected or located upon the Plaza Easement Premises, or any part thereof, or the fixtures and/or equipment thereof. The Developer in its use and occupancy of the Plaza Easement Premises, shall not knowingly and willfully commit or suffer to be committed any act or thing which constitutes a nuisance. Usual and normal wear and tear, damage by the elements, unavoidable casualty or depreciation and diminution over time shall not be considered "waste," "nuisance," "damage," "disfigurement," or "injury."

Section 6.5. Alteration of the City Plaza Improvements. The Developer shall not make any alterations to the City Plaza Improvements without the City's consent, which shall not be unreasonably withheld, conditioned or delayed. If the Developer makes any alterations to the City Plaza Improvements without the City's consent, then upon written notice to the Developer by the City, the Developer shall have thirty (30) days to restore the City Plaza Improvements to their previous condition or to a condition acceptable to the City. If the Developer does not restore the City Plaza Improvements within thirty (30) days or to the City's satisfaction, the City or its authorized employees and/or agents shall have the right to enter on the Plaza Easement Premises to perform such maintenance or repairs as the City shall deem necessary to restore such City Plaza Improvements to their previous condition, and Developer will pay to City any commercially reasonable sums as are due and owing to effect such restoration, within 60 days of Developer's receipt of the City's written

statement to the Developer evidencing the costs incurred for such restoration. If the Developer has failed to make payment in accordance with a statement from the City within 60 days after receipt thereof, the City shall have the right to assess the costs incurred by City to all or any portion of the Development Property as a special charge pursuant to Minnesota Statutes Section 429.101, or any successor statute. The Developer hereby agrees to such an assessment for such restoration costs, agrees that the Development Property assessed for such special charges is benefited thereby, and waives any rights the Developer or a third party may have to object to an assessment of such special charges, including any rights of appeal under Minnesota Statutes, Chapter 429. Entry is also authorized pursuant to Section 11.2 in the event of a default by the Developer under this Agreement, after the appropriate notice and cure period.

## **ARTICLE VII INSURANCE, INDEMNIFICATION, IMMUNITIES**

Section 7.1. Property Insurance. At all times during the term hereof, the Developer at its sole cost and expense, shall keep all improvements hereafter erected or located upon the Plaza Easement Premises, and all alterations, extensions, and improvements thereto and replacements thereof, insured, in such amounts and with deductibles in the amount of not higher than \$100,000. Said insurance shall provide coverage at a minimum for any loss or damage by fire and against those casualties covered by extended coverage insurance; against vandalism and malicious mischief; and such other risks, of a similar or dissimilar nature, that are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to the improvements then on the Plaza Easement Premises.

Section 7.2. Personal Property. All property of every kind and character which the Developer may keep or store in, at, upon, or about the Plaza Easement Premises shall be kept and stored at the sole risk, cost, and expense of the Developer.

Section 7.3. Indemnification.

(a) By Developer. Except to the extent caused by the willful misconduct or negligence of the City or its employees or agents, or arising out of the performance by City or its employees or agents of its obligations under this Agreement, the Developer hereby covenants and agrees to permanently indemnify, defend and save harmless the City and its officers, employees and agents, occasioned because of the City's position as grantee hereunder, of, from, and against any and all claims, demands, actions, damages, costs, expenses, attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property arising from or out of any of Developer's acts, omissions, or obligations under this Agreement at or on the Plaza Easement Premises, or occasioned wholly or in part by any act or omission of the Developer.

(b) By City. Notwithstanding any provision in this Agreement to the contrary, and except to the extent caused by the willful misconduct or negligence of the Developer or its employees or agents or arising out of the performance by Developer or its employees or agents of obligations under this Agreement, the City hereby covenants and agrees to permanently indemnify, defend and save harmless the Developer from, and against any and all claims, demands, actions, damages, costs, expenses, attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property arising from or out of the City's acts, omissions, or obligations under this Agreement at or on the Plaza Easement Premises, or occasioned wholly or in part by any act or omission of the City.

Section 7.4. Commercial General Liability Insurance. During the term of this Agreement, the Developer shall procure and maintain continuously in effect (or shall cause the same to occur), policies of insurance of the kind and minimum amounts as are customarily maintained with respect to the Plaza Features and, to be reviewed from time to time by the parties and adjusted in accordance with the requirements of Minnesota Statutes Section 466.04, as may be amended from time to time, as follows:

(a) Insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Plaza Features. Such insurance shall provide that the City is an additional insured.

(b) To the extent reasonably available, insuring the indemnification expressed in 7.3 hereof.

Section 7.5. General Insurance Requirement. All insurance required in this Agreement shall be placed with financially sound and reputable insurers licensed to transact business in the State of Minnesota. The Developer shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to the City at least thirty (30) days before the cancellation becomes effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

Section 7.6. No Insurance Obligation of the City. At no time and under no circumstances shall the City be required to take out, maintain in force and effect, or pay for any type of insurance coverage with reference to the protection of and/or ownership of and/or occupancy of and/or a suit relating to the Plaza Easement Premises and/or any improvements hereafter located thereon.

Section 7.7. Immunities. Nothing herein shall be deemed or constitute a waiver by the City of any statutory limitations on liability, statutory or common law immunities or any defenses that would otherwise be available to it in claims by third parties.

## **ARTICLE VIII ASSIGNMENT, SUBORDINATION**

Section 8.1. Assignment by the City. During the term of this Agreement: (i) the City may not assign or transfer its interest under this Agreement without the prior written consent of the Developer; and (ii) subject to section 13.4, Developer may sell, assign, encumber, or transfer its interest in the Plaza Features, Plaza Easement Premises, and/or this Agreement, without the consent of the City, provided that: (a) such sale, assignment encumbrance or transfer is in connection with the sale, assignment, encumbrance, or transfer of the Development Property; and (b) Developer's assignee assumes Developer's obligations herein.

## **ARTICLE IX MAINTENANCE OF THE PLAZA EASEMENT PREMISES**

Section 9.1. Maintenance. At all times during the term of this Agreement, the Developer, at its cost and expense, shall keep and maintain in good condition and repair, all of the Plaza Features on the Plaza Easement Premises. It is distinctly understood that the preceding shall not require maintenance and/or repair of the Plaza Features in perfect condition or in a condition equal to new at

all times, but the Developer shall keep and maintain the same so as to minimize, so far as is practicable, by reasonable care, maintenance, and repair, the effects of use, decay, injury, and destruction of the Plaza Features or any part thereof, the City recognizing that depreciation and diminution by reason of age, use, and environmental factors is unavoidable and expected.

Section 9.2. No Obligation of the City to Repair or Maintain. The City shall have no obligation of any kind, expressed or implied, to repair, rebuild, restore, reconstruct, modify, alter, replace, or maintain the Plaza Easement Premises or any part thereof. However, in the case of emergency or failure of the Developer to maintain the Plaza Features sufficiently to protect the public health and safety, the Plaza Easement Premises are subject to entry without notice and at any time, by the City or its authorized employees and/or agents and/or by any public safety personnel to perform such maintenance or repairs as the City shall deem reasonably necessary to remedy such threat to public health and safety (the “Safety Repairs”). The Developer agrees to pay to City all commercially reasonable sums actually expended by the City on such Safety Repairs, within 60 days of receipt by Developer of the City’s written statement to the Developer evidencing the costs incurred for such Safety Repairs. If the Developer has failed to make payment in accordance with such statement from the City within 60 days after receipt thereof, the City shall have the right to assess such sums incurred by City to all or any portion of the Development Property as a special charge pursuant to Minnesota Statutes Section 429.101, or any successor statute. The Developer hereby agrees to such an assessment for the Safety Repairs, and agrees that the Development Property assessed for such special charges is benefited thereby, and waives any rights the Developer or a third party may have to object to an assessment of such special charges, including any rights of appeal under Minnesota Statutes, Chapter 429. Entry is also authorized pursuant to Section 11.2 in the event of a default by the Developer under this Agreement, after the appropriate notice and cure period.

Section 9.3. Destruction. In the event that the Plaza Features on the Plaza Easement Premises are destroyed by casualty, the Developer will, within a commercially reasonable timeframe, rebuild or reconstruct the Plaza Features or with the City’s review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If the Developer does not rebuild or reconstruct the Plaza Features as required above, the City shall have the right to enter upon the Plaza Easement Premises, and to reconstruct and rebuild the Plaza Features to a similar standard that existed before such casualty, and if Developer fails to pay such costs within 60 days of Developer’s receipt of a written statement from the City detailing such costs, to assess the commercially reasonable costs for such reconstruction to the Development Property.

## **ARTICLE X EMINENT DOMAIN**

Section 10.1. Major Condemnation. If more than 85% of the Plaza Easement Premises shall be taken, acquired, or condemned by eminent domain for any public use or purpose, this Agreement shall terminate as of the date of vesting of title in the condemning authority. The City and the Developer shall be entitled to make such claims for just compensation as provided by law.

Section 10.2. Partial Condemnation. If less than 85% of the Plaza Easement Premises, or if any portion the absence of which materially and adversely affects public use of the Plaza Features, shall be taken, acquired, or condemned by eminent domain for any public use or purpose, then the Developer, at any time within sixty (60) days next after it has actual notice of such proposed acquisition or condemnation, shall have the option to (i) cancel and terminate this Agreement as of the date of vesting of title in the condemning authority of the acquired or condemned property, or to (ii)

continue this Agreement as to the remaining part of the Plaza Easement Premises not so taken or threatened to be taken. The Developer shall exercise one of the foregoing options by giving the City written notice of the exercise thereof (together with copies of any required consents) within the foregoing sixty (60) days' period, and in the event the Developer fails or refuses, for any reason, so to furnish the City written notice of the exercise thereof within the time and in the manner herein provided, then this Agreement shall continue in full force and effect under option (ii) above. The City and the Developer shall be entitled to make such claims for just compensation as provided by law.

## **ARTICLE XI DEFAULT AND TERMINATION**

Section 11.1. Default by the City. If the City fails to perform any of its obligations under this Agreement, and fails to cure such default after thirty (30) days' written notice of such default, or, if such default cannot reasonably be cured within such thirty (30) days, fails to commence curative action and thereafter diligently complete the same, then in such case, the Developer may cure such default on behalf of the City and the City consents to pay to the Developer any and all such reasonable sums as are due and owing on account thereof.

Section 11.2. Default by the Developer. If the Developer fails to perform any of its obligations under this Agreement, and fails to cure such default after thirty (30) days' written notice of such default or, if such default cannot reasonably be cured within such thirty (30) days, fails to commence curative action and thereafter diligently complete the same, then in such case, the City may cure such default on behalf of the Developer and the Developer consents to pay to the City all commercially reasonable sums as are due and owing on account thereof. The City shall submit a written statement to the Developer evidencing the costs incurred to cure such default. If the Developer has failed to make payment in accordance with the statement within 60 days after receipt thereof, the City shall have the right to assess the costs incurred by the City to all or any portion of the Development Property as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

## **ARTICLE XII SURRENDER**

Section 12.1. Surrender. If the parties mutually agree to terminate this Agreement, or if this Agreement expires or is terminated for any other reason, the City shall surrender to the Developer the Plaza Easement Premises any and all Plaza Features (including any replacements or substitutions thereof) shall be the property of the Developer and shall be surrendered to the Developer by the City without any payment therefor.

## **ARTICLE XIII MISCELLANEOUS**

Section 13.1. Waiver. The waiver by any party hereto of any breach or default of any provisions anywhere contained in this Agreement shall not be deemed to be a waiver of any subsequent breach or default thereof. No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver is in writing and signed by the party charged with any such waiver.

Section 13.2. Amendments. Except as otherwise herein provided, and not otherwise, no subsequent alteration, amendment, change, waiver, discharge, termination, deletion, or addition to this Agreement shall be binding upon the parties to this Agreement unless in writing and signed by such parties.

Section 13.3. Joinder. Except for the consent of the Authority, this Agreement does not require the joinder or approval of any other person and each of the parties respectfully has the full, unrestricted and exclusive legal right and power to enter into this Agreement for the term and upon the provisions herein recited and for the use and purposes hereinabove set forth.

Section 13.4. Covenants to Run with the Land. The terms, easement, and covenants contained herein shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto, and the covenants, agreements, and easement contained herein shall run with and burden the Plaza Easement Premises. With respect only to the right of the City to assess the Development Property following Developer's default on its obligations with respect to the Plaza Easement Premises, as provided herein, the terms of this Agreement shall also run with and burden the Development Property.

Section 13.5. Recording of Document. This Agreement shall be recorded in the Office of the Hennepin County Recorder or Registrar of Titles, as appropriate, by the Developer with proof thereof shown to the City within thirty (30) days of the Effective Date hereof.

Section 13.6. Governing Law. The City and the Developer agree that the laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and shall be deemed the result of negotiation among the parties and their respective legal counsel and shall not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in the courts of the State of Minnesota, Fourth Judicial District, or the United States District Court for the District of Minnesota.

Section 13.7. Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction contemplated hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

Section 13.8. Signatures/Execution. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Section 13.9. Notices and Demands. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, or delivered personally, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section. Notices, demands, or other communications to a party under this Agreement shall be sufficiently given if sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party as follows:

*If to the City:*

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

*If to the Developer:*

South Loop Investments, LLC  
ATTN: David Peters, President  
340 Main Street, Suite 200, P.O. Box 3208  
Park City, UT 84060

*[left blank intentionally; signature pages follow]*

**Signature Page for:**  
**Easement and Maintenance Agreement by and Between**  
**The City Of Bloomington and South Loop Investments, LLC for Lindau Link Addition**  
**Plaza**

**CITY OF BLOOMINGTON**

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Gene Winstead  
Its Mayor

DATED: \_\_\_\_\_

By \_\_\_\_\_  
James D. Verbrugge  
Its City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
Sandra Johnson  
City Attorney

STATE OF MINNESOTA        )  
  ) SS.  
COUNTY OF HENNEPIN        )

This instrument was acknowledged before me on this \_\_\_\_ day of September, 2015, by Gene Winstead, the Mayor of the City of Bloomington, under the laws of the State of Minnesota, on behalf of the City of Bloomington.

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

STATE OF MINNESOTA        )  
  ) SS.  
COUNTY OF HENNEPIN        )

This instrument was acknowledged before me on this \_\_\_\_ day of September, 2015, by James D. Verbrugge, the City Manager of the City of Bloomington, under the laws of the State of Minnesota, on behalf of the City of Bloomington.

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



**EXHIBIT A**  
**Development Property**

**Parcel 1 (Hotel):**

Lot 1, Block 1, Lindau Link 2ND Addition according to the recorded plat thereof, Hennepin County, Minnesota.

**Parcel 2 (Restaurant, Coffee Shop, and Patio):**

Lot 2, Block 1, Lindau Link 2ND Addition according to the recorded plat thereof, Hennepin County, Minnesota.

**Parcel 3 (Market/Pharmacy):**

Lot 3, Block 1, Lindau Link 2ND Addition according to the recorded plat thereof, Hennepin County, Minnesota.

**Parcel 4 (Parking Structure):**

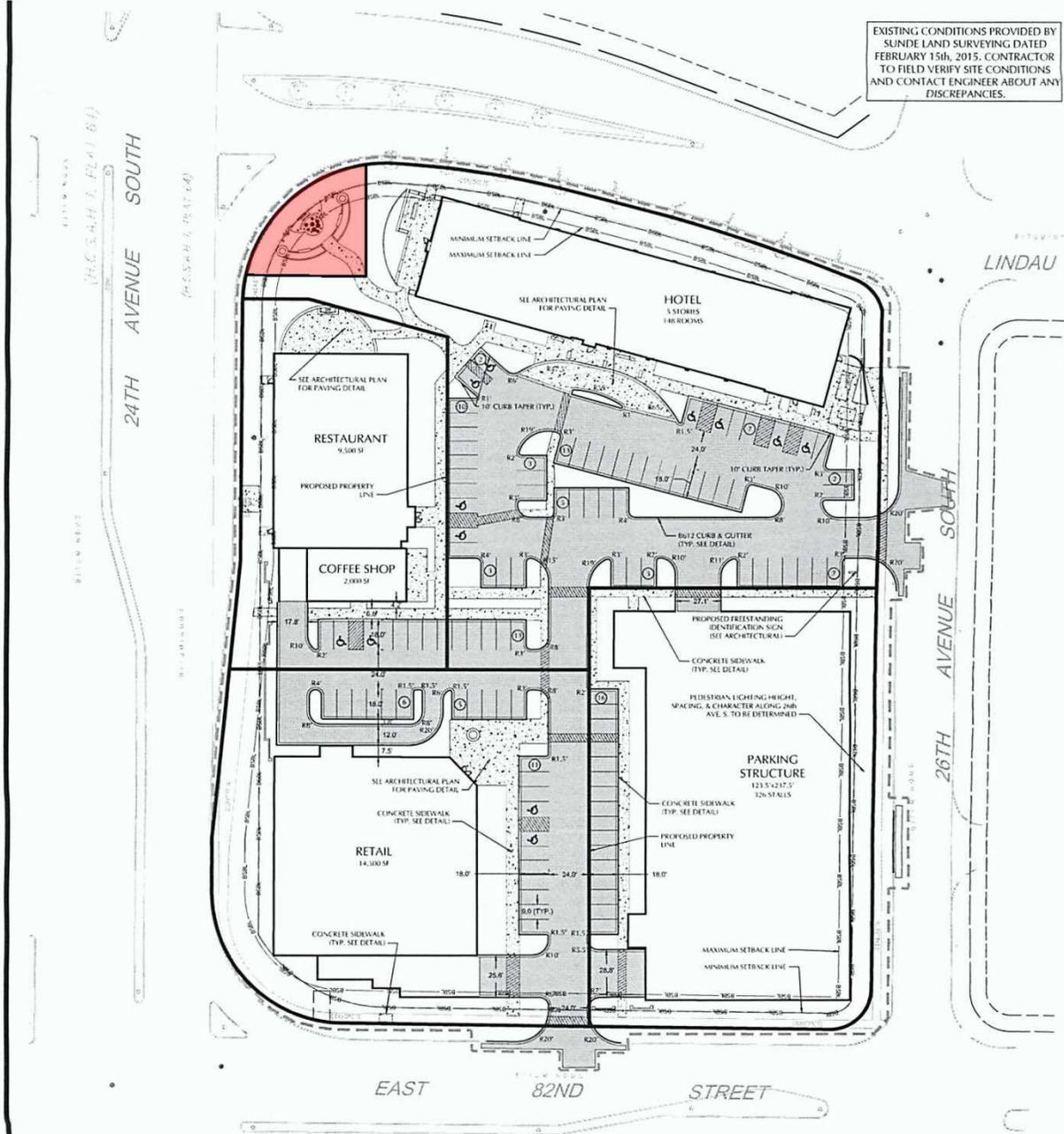
Lot 4, Block 1, Lindau Link 2ND Addition according to the recorded plat thereof, Hennepin County, Minnesota.

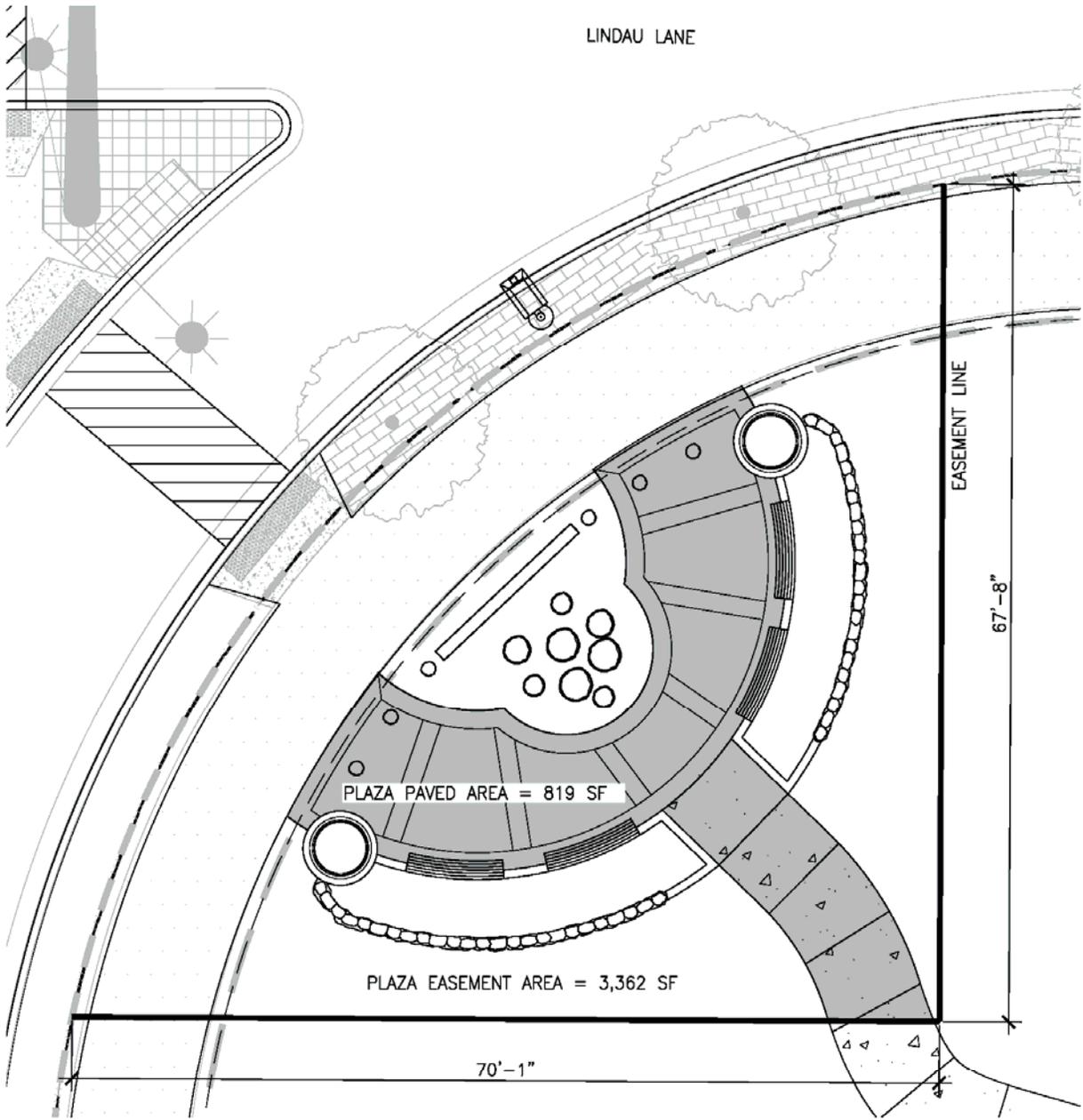
**EXHIBIT B**  
**Plaza Easement Premises**

An easement over and across that part of Lot 1, Block 1, LINDAU LINK 2ND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying northerly and westerly of a line described as commencing at the northwest corner of Lot 2, said Block 1; thence northerly a distance of 14.31 feet, along the northwesterly line of said Lot 1, being a non-tangential curve concave to the southeast, having a radius of 87.01 feet, a central angle of 9 degrees 25 minutes 13 seconds and a chord which bears North 7 degrees 32 minutes 33 minutes East to the point of beginning of the line to be described; thence South 89 degrees 41 minutes 32 seconds East 70.05 feet; thence North 0 degrees 18 minutes 28 seconds East 67.69 feet to said northwesterly line of Lot 1 and said line there terminating. For the purposes of this description the most northerly line of said Lot 2 is assumed to bear North 89 degrees 59 minutes 40 seconds East.

**EXHIBIT C**  
**Plaza Rendering and Plans**

EXISTING CONDITIONS PROVIDED BY SUNDE LAND SURVEYING DATED FEBRUARY 15th, 2015. CONTRACTOR TO FIELD VERIFY SITE CONDITIONS AND CONTACT ENGINEER ABOUT ANY DISCREPANCIES.





PLAZA EASEMENT AREA: 3,362 SF  
 PLAZA PAVED AREA: 819 SF



**theLstudio** LLC

land planning  
 landscape architecture  
 land entitlement

15200 52nd Avenue South  
 Suite 210  
 Seattle, WA 98188  
 Phone: 206.204.0507

**ALPHA B**  
 PUBLIC PLAZA EXHIBIT

SCALE: 3/32" = 1'-0"  
 ISSUE DATE: 06/22/2015



