

**PETITION, WAIVER, AND AGREEMENT
FOR INSTALLATION OF PUBLIC IMPROVEMENTS AND
ASSESSMENT OF THE COSTS THEREOF**

The undersigned make the following petition to the City Council of the City of Bloomington:

- A. MOAC Mall Holdings LLC (MOAC), a Delaware limited liability company (the "Owner") represent that they are the sole fee owner of the property (the "Property") located in the City of Bloomington, Hennepin County, Minnesota, currently described as:

Lot 1, Block 1 MALL OF AMERICA 8TH ADDITION

- B. For the purposes of their development, the Owner desires, and hereby requests, that the Bloomington City Council:
1. Order and cause the construction of the City improvement 2013-201 South Loop Wayfinding Signage Project, as such project is described more fully in Exhibit X, paragraph 6 of the "2008 Public Improvements Agreement between MOAC and the City of Bloomington, dated February 28, 2008", (the "Project").
 2. To levy a special assessment on the Property for 50% of the total project cost of the Project not to exceed \$1,970,000 (i.e., 50% assessment would not exceed (\$985,000) pursuant to that certain Agreement titled "2008 Public Improvements Agreement between MOAC and the City of Bloomington, dated February 28, 2008" as amended, and the hereto attached as Exhibit A.
 3. To levy the special assessment for the Project such that the assessments shall be paid over twenty years at such rate of interest as the City shall determine, but not greater than the rate of interest associated with public financing for other public improvement projects approved within the same year as the public improvements.
- C. Owner agrees, in consideration of the City ordering design and construction of the Project to pay the amounts assessed to the Property for the Project provided in this Petition and Agreement.
- D. Owner specifically waives any objection to the City's design and construction of the Project, including any objection to the final design, any objection to the final location of the Project components, any objection to the procedure pursuant to which the City orders the Project, and any objection to the City's failure to strictly follow the notice and other requirements of Minnesota Statutes, Chapter 429 with respect to ordering the Project.
- E. The Owner reserves the right to review the plans and specifications for the Project.

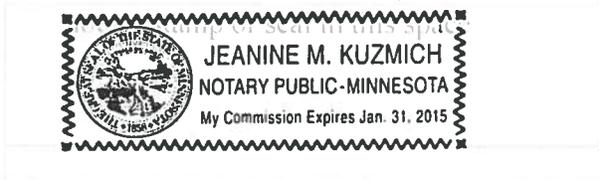
- F. Owner expressly waives objection to any irregularity with regard to the assessment of the Property for the Project, expressly waives any claim that the amount assessed is excessive, and expressly waives all rights of appeal, including any rights under Chapter 429, Minnesota Statutes or such successor statutes that may be promulgated dealing with the right of a municipality to levy special assessments for improvements.
- G. Owner agrees the Project increases the fair market value and is a special benefit to the Property, that the amount to be assessed hereunder is reasonable, fair, and equitable, and that there are no other properties which should be assessed for the Project.
- H. In the event of a conflict between the terms of this Petition and the terms and conditions of the "2008 Public Improvements Agreement between MOAC and the City of Bloomington, dated February 28, 2008," the "2008 Public Improvements Agreement between MOAC and the City of Bloomington, dated February 28, 2008," as amended, shall prevail.

MOAC Mall Holdings, LLC (OWNER)

By: Kurt Hagen Date: 12/31/13
 Its: VP Development

STATE OF MINNESOTA)
) SS.
 COUNTY OF Hennepin)

This instrument was acknowledged before me this 31st day of December, 2013, by Kurt Hagen on behalf of VP Development.



Jeanine M Kuzmich
 Notary Public