

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2016, is between the CITY OF BLOOMINGTON, MINNESOTA, a home rule city and political subdivision of the State of Minnesota (the “City”), PORT AUTHORITY OF THE CITY OF BLOOMINGTON, a public body corporate and politic of the State of Minnesota (the “Owner”), and RACHEL CONTRACTING, INC. a Minnesota corporation (the “Contractor”).

WHEREAS, the Owner is the owner of certain real property located in the City and legally described in EXHIBIT A attached hereto (the “Property”); and

WHEREAS, pursuant to a Contract, dated August 17, 2016 (the “Demolition Contract”), between the Owner and the Contractor, the Contractor will take control of the Property as of the date of the Demolition Contract and demolish the hotel building located on the Property (the “Building”); and

WHEREAS, prior to the demolition of the Building, the City has requested that the City’s police department (the “Police Department”) and fire department (the “Fire Department”) be allowed to perform training exercises and related activities in the Building (the “Training Exercises”), and the Owner has agreed to allow the City’s Police Department and the Fire Department to conduct the Training Exercises in the Building; and

WHEREAS, the parties hereto intend to enter into this Agreement to provide for the indemnification of the Owner and the Contractor for any injuries or damages resulting from the Training Exercises.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants and considerations hereinafter set forth do agree as follows:

1. Entry onto the Property Authorized. The Owner and Contractor hereby expressly authorize the City to enter onto the Property for the Training Exercises.
2. Waiver of Trespass. The Owner and the Contractor expressly waive any claims of trespass against the City for entry onto the Property for the Training Exercises.
3. Waiver of Damages. The Owner and the Contractor expressly waive any claim against the City for any damage to the Property or the Building caused or allegedly caused by the Contractor in the course of performing the Training Exercises. This waiver of damages does not include any damage done to equipment owned by the Contractor and located on the Property.
4. Liability and Indemnification. The City shall be solely liable for any injury to the Police Department or Fire Department personnel or other persons caused by or as a direct or indirect result of the Training Exercises. The City shall indemnify and hold the Owner and the Contractor harmless against any and all claims by or on behalf of any person or persons arising from the Training Exercises. Nothing in

this Agreement shall be deemed a waiver by the City of the limitations on liability set forth in Minnesota Statutes, Chapter 466. The City shall notify the Owner in writing when the Training Exercises are completed.

5. Condition of Property Upon Completion of Training Exercises. The City shall be solely responsible for removing all dangerous materials used during the Training Exercises from the Property and notifying the Owner and the Contractor of all unsafe conditions present at the Property following the Training Exercises.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Owner, the City, and the Contractor have executed this Agreement as of the date and year first written above.

**PORT AUTHORITY OF THE CITY OF
BLOOMINGTON**

By _____
Schane Rudlang
Its Administrator

Reviewed and approved by Port General Counsel.

Julie Eddington
Port General Counsel

Execution page of the City to the Agreement, dated as of the date and year first written above.

CITY OF BLOOMINGTON, MINNESOTA

By _____
Gene Winstead
Its Mayor

By _____
James D. Verbrugge
Its City Manager

Approved as to form:

Melissa Manderschied
City Attorney

Execution page of the Contractor to the Agreement, dated as of the date and year first written above.

[CONTRACTOR]

By _____
Its _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that part of Lot 1, Block 1, Thunderbird Addition, which lies westerly of a line and its extensions drawn northerly from a point on the southerly line of said Lot 1 distant 81.51 feet easterly from the southwest corner of said Lot 1, as measured along said southerly line, to a point on the northerly line of said Lot 1 distant 83.51 feet southeasterly from the northwest corner of said Lot 1 as measured along said northerly line,

And which lies southerly and westerly of the following described line and its extension:
Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South, along the west line of said Lot 1, for 3.02 feet to the actual point of beginning of the line to be described; thence South 60 degrees 08 minutes 13 seconds East for 60.37 feet; thence southeasterly for 34.50 feet along a tangential curve concave to the northeast, radius 365.20 feet and central angle 05 degrees 24 minutes 45 seconds; thence South 65 degrees 32 minutes 59 seconds East for 50.73 feet; thence South 42 degrees 48 minutes 40 seconds East for 8.71 feet; thence South 00 degrees 39 minutes 04 seconds East for 152.38 feet; thence southwesterly for 39.84 feet along a tangential curve concave to the northwest, radius 39.33 feet and central angle 58 degrees 02 minutes 32 seconds to the south line of said Lot 1 and there terminating.

Together with that part of vacated East 79th Street as dedicated in the plat of Thunderbird Addition, lying West of a line drawn 121.00 feet west of and parallel with the east line of the Northwest Quarter of Section 1, Township 27, Range 24.

Lots 2 and 3, Block 1, Thunderbird Addition.

Torrens Property (Certificate of Title No. 1345355)