

(reserved for recording information)

**DEVELOPMENT CONTRACT
AND PLANNED UNIT DEVELOPMENT
70th AND FRANCE REDEVELOPMENT**

DEVELOPMENT CONTRACT (this "**Contract**") dated _____, 2021, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("**City**"), and **MORTENSON DEVELOPMENT, INC.**, a Minnesota corporation, (the "**Developer**").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve the plat of **70th AND FRANCE REDEVELOPMENT** (referred to in this Contract as the "**plat**" and/or the "**Development**"). The land is situated in the County of Hennepin, State of Minnesota, and is legally described (prior to the filing of the Plat) on Exhibit "A" attached hereto (the "**Property**"). Also, the Developer is seeking approval to rezone the property from PCD-3 to Planned Unit Development (PUD) and to construct four buildings, after the demolition of the existing 66,200 sf office and bank building, as follows: a 1-story, approximately 6,500 sf bank building with drive-through services to be developed by U.S. Bank National Association, a national banking association, ("**U.S. Bank**"), on the portion of the Property to be described as **Lot 4, Block 1, A M N Addition**, Hennepin County, Minnesota (the "**Bank**

Tract”) ; a 24-story, 270 unit apartment complex with approximately 5,000 sf of retail space; a 10-story, approximately 190,000 sf office/retail building; and a 9-story, 110 unit apartment building.

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on the condition that the Developer enter into this Contract, furnish the security and insurance certificate, required by it, and record the plat with the Hennepin County Registrar of Titles within one (1) year after the City Council approves the final plat.

The City also grants approval of rezoning the property to Planned Unit Development (“PUD”) provided the Development is consistent with the conditions of this Contract and the specific City conditions and requirements set forth in City Resolution 2021-21 adopted by the Edina City Council on February 17, 2021 and subject to the conditions contained therein.

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, as evidenced by grading, utility or building permits or other written authorization to proceed, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk and County Recorder, 2) the necessary security and insurance certificates have been received by the City, 3) the plat has been recorded with the Hennepin County Recorder’s Office, and 4) the City’s Community Development Director has issued a letter that the foregoing conditions have been satisfied and that the Developer may proceed.

4. PHASED DEVELOPMENT. The Developer intends to develop the Property in at least four (4) phases, with the first phase of development being the new U.S. Bank building on the Bank Tract. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development

Contracts or a Site Improvement Performance Agreement for such phases are approved by the City. U.S. Bank and the City are entering into a separate Site Improvement Performance Agreement for the first Phase of Development, the new U.S. Bank building on the Bank Tract (the “**Bank SIPA**”).

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of the Contract no amendments to the City’s Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, and not in conflict with any portion of the development already completed or under construction, to the full extent permitted by state law, the City may require compliance with any amendments to the City’s Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The Property shall be developed in accordance with the following plans (hereinafter the “**Development Plans**”) which the City must approve prior to issuing building permits for each parcel in the phased development. Final Development Plans for future phases after the Bank Tract (parcel D) do not exist yet and will be provided to the City prior to development of each subsequent phase. The Development Plans shall not be attached to this Contract, but shall be applied to the City prior to development of each parcel as building permits for that parcel are requested by Developer. The Development Plans for the Bank Tract (phase 1) shall be governed by the Bank SIPA. Development Plans for future phases may vary from this Contract if approved by the City in a Site

Improvement Performance Agreement for that subsequent phase which is reviewed and approved by the City. The Development Plans are:

Plan A - Final Plat

Plan B – Final Grading, Drainage, and Erosion Control Plans for US Bank

Plan C – Final Grading, Drainage, and Erosion Control Plans for the overall development for Phase 1

Plan D - Landscaping Plan

Plan E – Site Plan US Bank

Plan F - Storm Sewer Utility Plan - US Bank

Plan G - Sanitary and Water Utility Plan - US Bank

Plan H - Vehicle Access and Drive Isle Plans – Overall Site Plan including easements for public access

Plan I – Building Plans, Storm Sewer Utility Plan – US Bank

Plan J – Details Building Plans for US Bank Building

8. IMPROVEMENTS. The Developer shall install and pay for the following:

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Concrete Curb and Gutter
- E. Site Grading, Ponding, and Erosion Control
- F. Underground Utilities
- G. Setting of Iron Monuments
- H. Surveying and Staking
- I. Street Lights

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other ordinances. The Developer shall submit plans and specifications which have been prepared by a registered professional engineer to the City for approval by the City Engineer. The City may, at the City's discretion and at the Developer's expense (not to exceed

\$5,000.00), have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all written instructions received from the City's inspectors subject to Developer's plans and specifications. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an auto CAD.DWG file or a .DXF file, and two complete sets of blue line "as constructed" plans, all prepared in accordance with City standards.

In accordance with Minnesota Statutes § 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. City engineering administration will include construction inspections and shall be paid for by the Developer.

10. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, as required, including but not limited to:

- A. Minnesota Department of Health for Watermain
- B. MPCA NPDES Permit for Construction Activity
- C. MPCA for Hazardous Material Removal and Disposal
- D. City of Edina for Building Permits
- E. MCES for Sanitary Sewer Connections
- F. Nine Mile Creek Watershed District Permit
- G. Hennepin County for County Road Access and work in County Rights-of-Way

11. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property upon reasonable notice to Developer to perform inspections deemed appropriate by the City in conjunction with the development of the Property.

12. GRADING PLAN. The Property shall be graded in accordance with the approved grading drainage and erosion control plan which is described as Plan B in Section 7 (the “**Grading Plan**”). The Grading Plan shall conform to City’s Design and Construction Manual. Within thirty (30) days after completion of the grading, the Developer’s engineer shall provide the City with a “record” grading plan.

13. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B described in Paragraph 7, shall be implemented by the Developer and inspected and approved by the City.

14. PARK DEDICATION. Park dedication shall be paid at the time of approval of a building permit for the residential uses.

15. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Breach of the terms of this Contract by the Developer, including nonpayment of billings from the City beyond applicable notice and cure periods, shall be grounds for denial of building permits for the Property, including lots sold to third parties.

B. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, and their respective contractors, subcontractors, materialmen, employees, agents, or third parties. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer. Developer shall be responsible for repair and restoration of any damage caused to any public improvements as a result of implementation of the Development Plans.

16. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by the Developer or the City in conjunction with the development of the Property, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all reasonable costs and expenses incurred by the City (at its then prevailing rate(s)) in monitoring and inspecting development of the Property.

B. The Developer agrees to indemnify, defend and hold harmless the City and its officers, employees, and agents from and against all losses, damages (excluding consequential, punitive, special and similar type damages, except to the extent claimed by third parties), costs and expenses sustained or incurred by the City to the extent caused by the negligence or willful misconduct of Developer, its employees, contractors or agents in connection with the construction of the improvements contemplated by the Development Plan. The City agrees to tender defense to the Developer of any claim made against the City which is subject to the Developer's indemnity in sufficient time to avoid prejudice to the Developer for handling by counsel of the Developer's selection and reasonably acceptable to the City.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Contract, including reasonable engineering and attorneys' fees.

D. The Developer shall pay in full all bills properly submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

E. In addition to the charges referred to herein, other charges may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

17. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. The Final Development Plans must be generally consistent with the Preliminary Development Plans dated October 16, 2020, and the revised US Bank Plans, revised landscape plans and revised drive-lane configuration submitted to the City Council on December 1, 2020, that addressed conditions required by the Planning Commission.

B. Final building plans for the new structures, excluding the parking ramps, must meet Section 4. Sec. 36-579 (3) regarding building materials and transparency at ground level.

C. The Final Landscape Plan must meet all minimum landscaping requirements per Chapter 36 of the Zoning Ordinance. A performance bond, letter-of-credit, or cash deposit must be submitted for one and one-half times the cost amount for completing the required landscaping, screening, or erosion control measures at the time of any building permit.

D. Provide code compliant bike racks for each use near the building entrances.

E. The Final Lighting Plan must meet all minimum requirements per Section 36-1260 of the City Code.

F. Roof-top mechanical equipment shall be screened per Section 36-1459 of the City Code.

G. Submit a copy of the Nine Mile Creek Watershed District permit. The City may require revisions to the approved plans to meet the district's requirements.

H. A Development Contract or Site Improvement Performance Agreement is required at the time of each approved phase by the City.

I. County approval if necessary, on access to France Avenue.

J. The project must conform to the City's affordable housing policy. Final determination to be made at final plat approval.

K. Compliance with all of the conditions outlined in the director of engineering's memo dated November 10, 2020, and the transportation planner's memo dated November 24, 2020.

L. Compliance with the Spack Consulting Traffic & Parking Study recommendations, except for the right turn lanes on France Avenue. These would be considered as part of the site plan reviews for Lots 1-3. Additional traffic study would examine the specific uses proposed at that time and if they are needed.

M. Development must comply in all respects with the Zoning Ordinance Amendment revising the PUD, Planned Unit Development for this site.

N. Granting of access easements of the east-west and north-south sidewalks and drive-aisles through the site and sidewalks around the perimeter of the site including an easement over the future extension of the north-south internal street and sidewalk on the Bank Tract pursuant to an Access Easement Agreement.

O. Provision of green roofs as shown on the building renderings.

P. Compliance with all of the conditions outlined in the fire marshal and building official's memo dated November 2, 2020.

Q. Submittal of a construction management plan subject to review and approval of city staff prior to issuance of a building permit. The plan must demonstrate minimal impact to pedestrian and vehicle movement.

R. Hours of construction must comply with City Code Section 23-124.

S. Park dedication shall be paid at the time of approval of a building permit for the residential uses. Dedication shall be \$5,000 per unit. The proportionate value of the 7,149 square foot park/public space will be credited to Developer as a reduction in the total amount of the park dedication fee.

T. All buildings must comply with City Code Section 36-618 regarding building materials and transparency.

U. The property owner shall be responsible for the maintenance of internal sidewalks and drive aisles. The City will snow plow a 5-foot path of the sidewalk on 70th and France. The property owners will be responsible for the remaining areas.

V. Granting of drainage and utility easements over all public utilities, including but not limited to watermain (not service lines) and sanitary sewer lines (not service lines) by separate easement agreements.

W. Compliance with all conditions set forth in the Engineering Memorandum from the Director of Engineering dated November 10, 2020.

X. Implementation and compliance with all conditions set forth in City of Edina Resolution 2021-21.

Y. Implementation and compliance with all recommendations set forth in Barr Engineering Co.'s Technical Memorandum dated October 28, 2020 from Michael McKinney, P.E.

Z. City agrees to vacate/terminate of record the documents listed on Exhibit "B" at the appropriate time of the Development stages.

18. MISCELLANEOUS.

A. The Developer's obligations hereunder shall continue in full force and effect until the City's issuance of Certificate(s) of Completion and Release with respect to the entire Development even if the Developer sells, assigns, transfers or conveys one or more lots, the entire plat, or any part thereof. The

Developer shall notify the City when it sells, assigns, conveys or transfers any of its rights, title or interest in the Property.

B. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City engineers certify completion of the Development Plans, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them with respect to the Property. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy on a primary and noncontributory basis, and the Developer shall file with the City a certificate evidencing coverage prior to the City issuing a grading permit.

C. Third parties shall have no recourse against the City under this Contract.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

F. This Contract shall run with the land and shall be recorded against the title to the Property. The City covenants to provide a recordable Certificate of Completion of the work required herein. The City further covenants to provide a separate Certificate of Completion with respect to the Bank Tract within a reasonable time after Bank's request following completion of the improvements contemplated by

the Development Plan on the Bank Tract. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the Property, and that to the best of Developer's knowledge there are no unrecorded interests in the Property.

G. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

H. The City agrees that it will, from time to time upon request by the Developer, execute and deliver to the Developer, and to any parties designated by the Developer, within ten (10) days following demand therefor, an estoppel certificate in a form reasonably acceptable to the parties, certifying (i) that this Contract is unmodified and in full force and effect (or if there had been modifications, that the same is in full force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by the Developer.

I. The City and the Developer each agree to do, execute, acknowledge and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or required in order to fully carry out this Contract and to fully consummate and effect the transactions contemplated hereby.

J. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its

performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.

K. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of Certificate(s) of Completion and Release for the entire Development.

19. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any reasonable expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land and when the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

20. The Developer warrants the Improvements against defects in workmanship and materials. The Developer shall submit either a warranty or maintenance bond for one hundred percent (100%) of the

cost of the Improvements, or a letter of credit for twenty-five percent (25%) of the amount of the original cost of the Improvements.

A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the public sewer and water mains.

B. The required warranty period for all work relating to street construction, including concrete curb and gutter, and retaining walls shall be subject to one (1) year from the date of final written acceptance, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the subdivider shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of one (1) year from the date of final written City acceptance of the work.

C. The required warranty period for sod, trees, and landscaping is two growing seasons following installation.

21. SUMMARY OF SECURITY REQUIREMENTS UNDER SIPAs. To guarantee compliance with the terms of the Bank SIPA and compliance with subsequent Site Improvement Performance Agreements by developers of subsequent phases, Bank as to the Bank Tract, and such other developers of subsequent phases will furnish the City with a letter of credit, in the form attached hereto and made a part hereof as Exhibit “C”, from a bank, cash escrow or a combination cash escrow and Letter of Credit (“**security**”) or such other security as may be provided for in the Bank SIPA or such other phase Site Improvement Performance Agreements. No separate security will be required from Developer under this Contract.

22. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address:

Mortenson Development, Inc.
700 Meadow Lane North
Minneapolis, MN 55422
Attn: Robert J. Solfelt

Notices to the City shall be in writing and shall be either hand delivered to the City Manager, or mailed to the City by certified mail in care of the City Manager at the following address:

Edina City Hall
4801 West 50th Street
Edina, MN 55424-1330

Attorneys for the Developer and the City are authorized to give notices for and on behalf of their respective clients.

*[Remainder of page intentionally left blank.
Signature pages follow.]*

CITY OF EDINA,
A Minnesota municipal corporation

By: _____
James Hovland, Mayor

And: _____
Scott Neal, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by **James Hovland** and **Scott Neal**, respectively the Mayor and City Manager of the **City of Edina**, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its
City Council.

Notary Public

By Robert J. Solfelt, Senior Vice President

Notary Public

213463v11

EXHIBIT “A”

Lot 1, Block 1, except that part thereof which lies Northwesterly of a line drawn from a point on the North line of Section 32, Township 28, Range 24 distant 110 feet Easterly of the Northwest corner of said section to a point on the West line thereof distant 110 feet Southerly of said Northwest corner;

Lot 2, Block 1, except the Easterly 70 feet thereof;

Yorktown, Hennepin County, Minnesota.

[Torrens COT 1077413 / PIN NOs. 32-028-24-22-0001 and 32-028-24-22-0003]

EXHIBIT “B”

1. Declaration of Restrictions and Protective Covenants, dated May 3, 1972, recorded June 8, 1972 as Document No. 1033727.
2. Easement for scenic and open space purposes, in favor of the Village (now City) of Edina, Minnesota, as granted and described in the Grant of Easement dated May 3, 1972, recorded June 8, 1972 as Document No. 1033728.
3. Grant of Permanent Easement dated April 19, 2011, recorded May 26, 2011 as Document No. T4859947.
4. Easement for public sidewalk and utility purposes, in favor of the City of Edina, Minnesota, as granted and described in the Grant of Permanent and Temporary Easements dated March 30, 2013, recorded April 15, 2013 as Document No. T05067233, and as affected by the Amendment to Grant of Permanent and Temporary Easements dated October 17, 2013, recorded November 13, 2013 as Document No. T05132844.

EXHIBIT "C"
IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Edina
4801 West 50th Street
Edina, MN 55424

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2 _____, of _____ (Name of Bank) _____";
- b) Be signed by the Mayor or City Manager of the City of Edina.
- c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on _____, 20 _____.
- d) Beneficiary's signed and dated statement, signed by an authorized representative, as follows:
"_____ has failed to fulfil its obligations under the Development Contract and Planned Unit Development Agreement for 70th and France Redevelopment".

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Edina City Manager that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Manager, Edina City Hall, 4801 West 50th Street. Edina Minnesota 55424 and is actually received by the City Manager at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____
Its

CERTIFICATE OF INSURANCE

PROJECT:

CERTIFICATE HOLDER: City of Edina
4801 West 50th Street
Edina, MN 55424

INSURED:

ADDITIONAL INSURED: City of Edina

AGENT:

WORKERS' COMPENSATION:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

COVERAGE - Workers' Compensation, Statutory.

GENERAL LIABILITY:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

☐ Claims Made

☐ Occurrence

LIMITS: [Minimum]

Bodily Injury and Death:

\$500,000 for one person

\$1,000,000 for each occurrence

Property Damage:

\$200,000 for each occurrence

-OR-

Combination Single Limit Policy

\$1,000,000 or more

COVERAGE PROVIDED:

Operations of Contractor: YES

Operations of Sub-Contractor (Contingent): YES

Does Personal Injury Include Claims Related to Employment? YES

Completed Operations/Products: YES
Contractual Liability (Broad Form): YES
Governmental Immunity is Waived: YES

Property Damage Liability Includes:

Damage Due to Blasting	YES
Damage Due to Collapse	YES
Damage Due to Underground Facilities	YES
Broad Form Property Damage	YES

AUTOMOBILE LIABILITY:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

☒ Any Auto

LIMITS: [Minimum]

Bodily Injury:

\$500,000 each person \$1,000,000 each occurrence

Property Damage:

\$500,000 each occurrence

-OR-

Combined Single Limit Policy: \$1,000,000 each occurrence

ARE ANY DEDUCTIBLES APPLICABLE TO BODILY INJURY OR PROPERTY DAMAGE ON ANY OF THE ABOVE COVERAGES:

If so, list:

Amount: \$ _____
[Not to exceed \$1,000.00]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL TEN (10) DAYS WRITTEN NOTICE TO THE PARTIES TO WHOM THIS CERTIFICATE IS ISSUED.

Dated at _____

On _____

BY: _____
Authorized Insurance Representative

FEE OWNER CONSENT

U.S. BANK NATIONAL ASSOCIATION, a national banking association, fee owner of all or part of the Property, the development of which is governed by the foregoing Development Contract and Planned Unit Development Agreement, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the Property owned by it.

Dated this _____ day of _____, 2021.

U.S. BANK NATIONAL ASSOCIATION

By: _____
[name]
Its _____
[title]

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of **U.S. Bank National Association**, a national banking association, on behalf of the entity.

Notary Public

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
DSK

MORTGAGE HOLDER CONSENT

_____, which holds a mortgage on the Property, the development of which is governed by the foregoing Development Contract and Planned Unit Development Agreement, which mortgage is dated _____ and recorded _____ with the Hennepin County Registrar of Titles as document number _____, agrees that the Development Contract and Planned Unit Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2021.

By _____
[print name]
Its _____
[title]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ the _____ of _____, a _____, on behalf of the _____.

Notary Public

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
DSK