

Agenda
Edina Housing and Redevelopment Authority
City of Edina, Minnesota
Edina City Hall Council Chambers
Thursday, June 30, 2022
7:30 AM

**Watch the meeting on cable TV or at EdinaMN.gov/LiveMeetings or
[Facebook.com/EdinaMN](https://www.facebook.com/EdinaMN).**

Participate in Community Comment
Call 888-504-7949

Enter Participant Passcode 797063

Press *1 on your telephone keypad when you would like to get in the queue to speak.
An operator will introduce you when it is your turn.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Meeting Agenda
- V. Community Comment

During "Community Comment," the Edina Housing and Redevelopment Authority (HRA) will invite residents to share new issues or concerns that haven't been considered in the past 30 days by the HRA or which aren't slated for future consideration. Individuals must limit their comments to three minutes. The Chair may limit the number of speakers on the same issue in the interest of time and topic. Generally speaking, items that are elsewhere on today's agenda may not be addressed during Community Comment. Individuals should not expect the Chair or Commissioners to respond to their comments today. Instead the Commissioners might refer the matter to staff for consideration at a future meeting.

- A. Executive Director's Response to Community Comments
- VI. Adoption of Consent Agenda

All agenda items listed on the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of such items unless requested to be removed from the Consent Agenda by a Commissioner of the HRA. In such cases the item will be removed from the Consent Agenda and considered immediately following the adoption of the Consent Agenda. (Favorable rollcall vote of majority of Commissioners

present to approve.)

- A. Draft Minutes of HRA Meeting June 2, 2022
 - B. Approve Payment of Claims
 - C. Request for Purchase: Grandview Yard Landscape Architectural Services at 5146 Eden Avenue
 - D. Resolution 2022-08: Finding that Parcels are Occupied by Structurally Substandard Buildings
 - E. Additional Funding for the Home Rehabilitation Program
- VII. Reports/Recommendations: (Favorable vote of majority of Commissioners present to approve except where noted)
- A. Pilot Program: LISC Partnership for Single Family Preservation Program
 - B. Approve Tax Increment Financing Redevelopment Agreements for 7001 France Avenue
- VIII. HRA Commissioners' Comments
- IX. Executive Director's Comments
- X. Adjournment

The Edina Housing and Redevelopment Authority wants all participants to be comfortable being part of the public process. If you need assistance in the way of hearing amplification, an interpreter, large-print documents or something else, please call 952-927-8861 72 hours in advance of the meeting.



Edina Housing and Redevelopment
Authority
Established 1974

CITY OF EDINA
HOUSING & REDEVELOPMENT
AUTHORITY
4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: June 30, 2022

Agenda Item #: V.A.

To: Chair & Commissioners of the Edina HRA

Item Type:
Other

From: Liz Olson, Administrative Support Specialist

Item Activity:
Information

Subject: Executive Director's Response to Community
Comments

ACTION REQUESTED:

None.

INTRODUCTION:

Executive Director Neal will respond to questions asked at the previous council meeting.



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4801 West 50th Street
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Date: June 30, 2022

Agenda Item #: VI.A.

To: Chair & Commissioners of the Edina HRA

Item Type:
Minutes

From: Liz Olson, Administrative Support Specialist

Item Activity:
Action

Subject: Draft Minutes of HRA Meeting June 2, 2022

ACTION REQUESTED:
Approve the minutes from June 2, 2022.

INTRODUCTION:

ATTACHMENTS:

Draft Minutes from June 2, 2022

**MINUTES
OF THE REGULAR MEETING OF THE
EDINA HOUSING AND REDEVELOPMENT AUTHORITY
JUNE 2, 2022
7:30 A.M.**

I. CALL TO ORDER

Chair Hovland called the meeting to order at 7:33 a.m. then explained the processes created for public comment.

II. ROLL CALL

Answering rollcall were Commissioners Anderson, Jackson, Staunton, and Chair Hovland.

Absent: Commissioner Pierce.

III. PLEDGE OF ALLEGIANCE

IV. MEETING AGENDA APPROVED – AS PRESENTED

Motion by Commissioner Jackson, seconded by Commissioner Anderson, approving the meeting agenda as presented.

Roll call:

Ayes: Anderson, Jackson, Staunton, and Hovland

Motion carried.

V. COMMUNITY COMMENT

No one appeared.

VA. EXECUTIVE DIRECTOR'S RESPONSE TO COMMUNITY COMMENT

None.

VI. CONSENT AGENDA ADOPTED – AS PRESENTED

Member Jackson made a motion, seconded by Member Staunton, approving the consent agenda as presented:

VI.A. Approve Minutes of the Regular Meeting May 19, 2022

Rollcall:

Ayes: Anderson, Jackson, Staunton, and Hovland

Motion carried.

VII. REPORTS AND RECOMMENDATIONS

VII.A. ADOPT RESOLUTION 2022-06; CONTRACT FOR PRIVATE DEVELOPMENT AND SALE OF PROPERTY TO UNITED PROPERTIES RESIDENTIAL LLC – ADOPTED

Economic Development Manager Neuendorf stated this item pertained to the sale of property at 5146 Eden Avenue and that the City Attorney had prepared a sales contract based on terms negotiated by staff. He said public hearings had been held then updated the HRA on the existing conditions of the site which was a 3.3-acre property formerly used by Edina's Public Works Department until they moved to larger facilities in 2013. He said the HRA had considered several different types of transactions in recent years and the proposed sale was intended for redevelopment purposes. The southernmost portion was intended to be used for a new housing cooperative and the middle portion as a restaurant with indoor and outdoor seating. The northernmost portion was intended to be transformed into a public park. He said the City Attorney had prepared a sales contract with United Properties Residential LLC and Jester Concepts LLC based on letters of intent previously reviewed and discussed by the HRA Board and that staff recommended approval of these terms. He outlined existing site conditions and redevelopment concept for a senior housing cooperative for United Properties and Applewood

Pointe that would include 10% affordable units and a restaurant concept with Jester Concepts LLC. He noted the buyer was willing to increase the earnest money from \$50,000 to \$100,000 at the HRA's request and that the restaurant parcel be no more than three stories for at least 10 years unless waived by the HRA and that the restaurant with indoor and outdoor dining and related outdoor activity space for 30 years continue unless waived by the HRA. He spoke about the two-phase due diligence to match housing and the mutually renegotiated if housing fails to close by the deadline. He noted Lot 3 for the public park would not be for sale to ensure permanent public space for use and added that portions could include train access in the future should that occur.

The Board asked questions and provided feedback.

Parks and Recreation Director Vetter spoke about future consideration and workload which currently was focused on Fred Richards, Braemar and others and should this project move forward how the programming work queue would be done. He shared how staff currently programmed music events in areas such as Centennial Lakes Park and at Braemar Golf Course then spoke about the City's partnership with Performances on the Plaza and the need for additional staff resources if approved. He added the programmable area was not very large and would require the appropriate number of events and that discussions on whether the City or the restaurant would provide the events would need to occur if approved.

Brent Fredrick, Jester Concepts, shared their intent to work with the Parks and Recreation Department as the project moved forward and confirmed their intent to collaborate where staff could not that included the possibility of hiring a full-time programmer to assist.

Member Anderson moved to adopt Resolution No. 2022-06 approving contract for private development and sale of property to United Properties Residential, LLC. Member Jackson seconded the motion.

Rollcall:

Ayes: Anderson, Jackson, Staunton, and Hovland

Motion carried.

VII.B. ADOPT RESOLUTION 2022-07; CONTRACT FOR PRIVATE DEVELOPMENT AND SALE OF PROPERTY TO JESTER CONCEPTS LLC – ADOPTED

Member Staunton moved to adopt Resolution No. 2022-07 approving contract for private development and sale of property to Jester Concepts, LLC. Member Jackson seconded the motion.

Rollcall:

Ayes: Anderson, Jackson, Staunton, and Hovland

Motion carried.

VII.C. 7001 FRANCE AVENUE – TAX INCREMENT FINANCING PROJECT UPDATE – RECEIVED

Mr. Neuendorf said this item pertained to the use of Tax Increment Financing to support redevelopment of commercial property at 7001 France Avenue. He said legal counsel had been engaged to prepare binding redevelopment agreements for Site A (residential and site work), Site B (office) and Site C (parking) and that staff continues to recommend TIF notes up to \$5 and \$17 million to create a mixed-use redevelopment project of this scale and quality financially viable to achieve public benefits. He shared a preliminary site rendering and provided an update on project details that included an equity investor, marketing for office and retail, abatement and demolition underway, and site work for the new bank was underway. He said staff anticipated presentation of final zoning and site plans and TIF agreements to be presented June 21. He outlined four development strategy refinements that had occurred which staff was supportive of that included

separation of Phase 1 and 2 project, deadline extension of Phase 2, increased flexibility of Phase 2 and refined site plans to reflect public use of parking structures but that all other terms described in February remained the same then provided more detail on each phase.

The Board asked questions and provided feedback.

VIII. HRA COMMISSIONERS' COMMENTS – Received

IX. EXECUTIVE DIRECTOR'S COMMENTS – Received

X. ADJOURNMENT

Motion made by Commissioner Jackson, seconded by Commissioner Staunton, to adjourn the meeting at 8:35 a.m.

Roll call:

Ayes: Anderson, Jackson, Staunton, and Hovland

Motion carried.

Respectfully submitted,

Scott Neal, Executive Director



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4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: June 30, 2022

Agenda Item #: VI.B.

To: Chair & Commissioners of the Edina HRA

Item Type:
Claims

From: Alisha McAndrews, Finance Director

Item Activity:
Action

Subject: Approve Payment of Claims

ACTION REQUESTED:

Motion to approve payment of claims for

- HRA Check Register 05.2022 TOTAL \$893,140.83

INTRODUCTION:

Payment of claims are attached.

ATTACHMENTS:

HRA Check Register 05.2022 TOTAL \$893,140.83

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
26026000												HRA Administration
26026000	6102											HRA Admin - Contr Svrs
100049	EHLERS AND ASSOCIATE	90446			0	2022	5	INV A	1,275.00			Fred II Escrow act
									ACCOUNT TOTAL		1,275.00	
26026000	6103											HRA Admin - Prof Svrs
100049	EHLERS AND ASSOCIATE	90444			0	2022	5	INV A	956.25			
100730	DORSEY & WHITNEY LLP	3747145			0	2022	5	INV A	3,937.50			4040 Apartments TIF
100730	DORSEY & WHITNEY LLP	3747146			0	2022	5	INV A	16,915.00			7001 France Avenue
									20,852.50			
160265	FRAUENSHUH INC	404260			0	2022	5	INV A	6,850.00			5146 Eden managemen
									ACCOUNT TOTAL		28,658.75	
26026000	6131											HRA Admin - PrfsSvLegal
100730	DORSEY & WHITNEY LLP	3747147			0	2022	5	INV A	6,915.00			Edina Theatre SPARQ
									ACCOUNT TOTAL		6,915.00	
26026000	6136											HRA Admin - PrfsSvOther
123129	TIMESAVER OFF SITE S	M27281			0	2022	5	INV P	154.00	20220527	472490	Apr 28 HRA Minutes
									ACCOUNT TOTAL		154.00	
26026000	6999											Invalid - Change Code
142772	CREATIVE ARCADE	1408			0	2022	5	INV A	18,937.50			
									ACCOUNT TOTAL		18,937.50	
									ORG 26026000 TOTAL		55,940.25	
26126100												Centennial TIF
26126100	6103											Cent TIF - Prof Svrs
100049	EHLERS AND ASSOCIATE	90450			0	2022	5	INV A	195.00			
									ACCOUNT TOTAL		195.00	
									ORG 26126100 TOTAL		195.00	
26126103												Southdale 2 TIF
26126103	1245											SoDa 2 TIF - Loans Rec
124942	WEST HENNEPIN AFFORD	5836ABBOTT			0	2022	5	DIR P	425,000.00	20220513	38	
									ACCOUNT TOTAL		425,000.00	
									ORG 26126103 TOTAL		425,000.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	CHECK RUN CHECK	DESCRIPTION
26126104		Pentagon Park TIF				
26126104 6131		Pentgn TIF - PrfsvLegal				
100730 DORSEY & WHITNEY LLP	3747144	0	2022 5 INV A	1,995.00		Pentagon Park TIF a
		ACCOUNT TOTAL		1,995.00		
		ORG 26126104 TOTAL		1,995.00		
26126106		Grandview 2 TIF				
26126106 6102		Grnd 2 TIF - Contr Svrs				
160292 FORECAST PUBLIC ART	2062	0	2022 5 INV P	1,000.00	20220527	472323
		ACCOUNT TOTAL		1,000.00		
26126106 6715		Grnd 2 TIF - CapInfrast				
100995 SHORT-ELLIOT-HENDRIC	424779	0	2022 5 INV P	30,917.91	20220527	472467 ENG 21-6 Eden Ave/B
124002 KIMLEY-HORN AND ASSO	160603028-0422	0	2022 5 INV A	30,936.00		ENG 21-6 Grandview
140989 S M HENTGES & SONS I	06	0	2022 5 INV P	347,156.67	20220520	472203 ENG 21-6 Eden Avenu
		ACCOUNT TOTAL		409,010.58		
		ORG 26126106 TOTAL		410,010.58		
FUND 2600 Housing & Redvlpmt Authority				TOTAL:	893,140.83	

** END OF REPORT - Generated by Shirleng Tan Geil **



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4801 West 50th Street
Edina, MN 55424
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Date: June 30, 2022

Agenda Item #: VI.C.

To: Chair & Commissioners of the Edina HRA

Item Type:
Request For Purchase

From: Bill Neuendorf, Economic Development Manager

Item Activity:
Action

Subject: Request for Purchase: Grandview Yard Landscape
Architectural Services at 5146 Eden Avenue

ACTION REQUESTED:

Approve Request for Purchase for Grandview Yard Landscape Architectural Services at 5146 Eden Avenue with Confluence for \$58,500.

INTRODUCTION:

Confluence will provide landscape architectural and site design services from design development through construction documentation and observation, based upon the following description of the project. The project will consist of new construction of residential housing, and mixed-use office retail including roadways/dropoffs, plazas, pedestrian circulation, amenity decks, greenroof, streetscapes, landscape, and stormwater concepts. The site development work will include the landscape, hardscape, walls, planting areas, site furnishings, landscape structures, lighting concepts, special features and irrigation design.

This work does not include below-grade site engineering which will be provided by a different company.

Staff recommends approval of this Request for Purchase.

ATTACHMENTS:

Request for Purchase: Grandview Yard Landscape Architectural Services at 5146 Eden Avenue

Letter Proposal: Grandview Yard Landscape Architectural Services at 5146 Eden Avenue



CITY OF EDINA

4801 W 50th St., Edina, MN 55424
www.EdinaMN.gov | 952-927-8861

Requisition Number

12100157

Request for Purchase

Department: Engineering

Buyer: Chad Millner

Date: 06/30/2022

Requisition Description: Grandview Yard Landscape Architectural Services

Vendor: Confluence

Cost: \$58,500.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: SERVICE - SERVICE CONTRACT

DESCRIPTION:

Provide landscape architectural and site design services from design development through construction documentation and observation, based upon the following description of the project. The project will consist of new construction of residential housing, and mixed-use office retail including roadways/dropoffs, plazas, pedestrian circulation, amenity decks, greenroof, streetscapes, landscape, and stormwater concepts. The site development work will include the landscape, hardscape, walls, planting areas, site furnishings, landscape structures, lighting concepts, special features and irrigation design.

BUDGET IMPACT:

These services will be funded by proceeds of the property sale.

COMMUNITY IMPACT:

Services will continue to create a connected and vibrant Grandview District in an innovative way to knit the city's values and sustainable approach into the fabric of the site and neighborhood.

ENVIRONMENTAL IMPACT:

NA Service Contract

June 1st, 2022

Bill Neuendorf
Economic Development Manager
City of Edina

Re: An Agreement for the Provision of Professional Landscape Architectural Services
Grandview Yard, Edina, MN

Bill,

Thank you for the opportunity to submit a proposal on this project and the opportunity to build upon our relationship with the City of Edina. Confluence is excited to work with you to provide city approval through Construction and the required site plan documentation for the City of Edina review and approval process as related to this project. The Confluence team is a superior partner to work with you in this endeavor because of our experience with the City of Edina Grandview Yard Site and our ability in the following key areas that will have significant impact on this project:

Park and Public Realm Design and Development

We have a strong background in Park and Public Realm design both locally in the Twin Cities and throughout the Midwest. We view this park and its relationship to the vibrant Grandview District as an innovative way to knit a city's values and sustainable approach into the fabric of a site and incorporate the needs of a neighborhood. Through integrated and collaborative team planning of both site and related architecture, we strive to creatively articulate the unique design and aspirations into a cohesive overall site plan.

City of Edina

Confluence has been working with the City of Edina on the redevelopment master planning of Many parks and public realms in Edina. We have completed the City of Edina Parks, Recreation and Trails Strategic Plan that received significant feedback and input from City Council, Staff from all departments, and Edina residents. During the park planning process, we reviewed the City's comprehensive plan and have a strong understanding of some critical initiatives and plans that may have an impact on this site such as – the Grandview District Plan, Vision Edina, Edina Living Streets Policy, Bicycle Facilities Plan, and others.

Confluence can produce site plan submittal materials and we can efficiently put together all plans and details required by the city throughout the entitlement process. Additionally, we can quickly produce any additional renderings in SketchUp and/or photoshop to communicate important site elements.

Following is our fee proposal and project scope outline. Let us know if you have any questions or are concerned with the proposal.

Thank You,
Terry Minarik
Principal, Confluence

June 1, 2022

Re: An Agreement for the Provision of Professional Services
Grandview Yard, Edina, MN

Bill:

Confluence, hereinafter referred to as the Consultant, subject to the approval and acceptance of this agreement by City of Edina, hereinafter referred to as the Owner, agrees to provide Professional Services to the Owner as set forth below:

- A. PROJECT NAME: Grandview Yard, Edina, MN
- B. PROJECT DESCRIPTION: Provide the Owner landscape architectural and site design services from design development through construction documentation and observation, based upon the following description of the project. The project will consist of new construction of residential housing, and mixed-use office retail including roadways/drop offs, plazas, pedestrian circulation, amenity decks, green roof, streetscapes, landscape, and stormwater concepts. The site development work will include the landscape, hardscape, walls, planting areas, site furnishings, landscape structures, lighting concepts, special features and irrigation design.

ARTICLE 1: SCOPE OF SERVICE:

- 1 Step One: Schematic Design Entitlements and Site Plan Submittal
- 1.1 The consultant will work with the Owner to develop programming opportunities for the site to activate the site year-round.
 - 1.2 The consultant will work with the Owner to provide community engagement with the district stakeholders, and local neighborhood to allow input that will inform the design direction.
 - 1.3 The Consultant shall modify and prepare the following site plan drawings of Grandview Yard for review by the Owner:
 - 1.3.1 Layout Plans
 - 1.3.2 Planting Plans
 - 1.3.3 Irrigation Plans
 - 1.3.4 Site Details
 - 1.3.5 Elevations and Sections as needed
 - 1.4 Meetings and coordination with Owner, Developers, Architect and Sub Consultants.
 - 1.5 Meetings with the City Administration and Commissions as needed.

- 1.6 The Consultant shall prepare the following final Schematic Design Drawings for Site Plan Review:
 - 1.6.1 Layout Plans
 - 1.6.2 Planting Plans
 - 1.6.3 Irrigation Plans
 - 1.6.4 Details
 - 1.6.5 Specifications
- 1.7 These documents shall be reviewed by the Owner, with any comments and minor revisions occurring in this phase. Any Owner directed changes that significantly modify the approved direction from site plan submittal will be deemed extra services and billed on an hourly basis. Consultant will identify any perceived extra services prior to proceeding with work, whenever possible.

2 Step Two: Design Development

- 2.1 The Consultant shall prepare the following Landscape drawings for review:
 - 2.1.1 Layout Plans
 - 2.1.2 Planting Plans
 - 2.1.3 Irrigation Plans
 - 2.1.4 Site Details
 - 2.1.5 Elevations and Sections as needed
- 2.2 Meetings and coordination with Owner, Developers, Architect and Sub Consultants.
- 2.3 Meetings with the City Administration as needed.
- 2.4 The Consultant shall prepare the following final Design Development Drawings:
 - 2.4.1 Layout Plans
 - 2.4.2 Planting Plans
 - 2.4.3 Irrigation Plans
 - 2.4.4 Details
 - 2.4.5 Specifications
- 2.5 These documents shall be reviewed by the Owner, with any comments and minor revisions occurring in this phase. Any Owner or Developer-directed changes that significantly modify the approved direction from site plan submittal will be deemed extra services and billed on an hourly basis. Consultant will identify any perceived extra services prior to proceeding with work, whenever possible.

3 Step Three: Construction Documents

- 3.1 The Consultant shall prepare the following final Construction Documents and specifications for the yard:
 - 3.1.1 Layout Plans
 - 3.1.2 Planting Plans
 - 3.1.3 Irrigation Plans
 - 3.1.4 Details
 - 3.1.5 Specifications
- 3.2 Meeting with the City staff, developers, architects, and sub consultants as required.
- 3.3 These documents shall be reviewed by the Owner, with any comments and minor revisions occurring in this phase. Any Owner directed changes that significantly modify the approved direction from site plan submittal will be deemed extra services and billed on an hourly basis. Consultant will identify any perceived extra services prior to proceeding with work, whenever possible.

4 Step Four: Construction Administration

- 4.1 Meetings with the Owner, Developer, Architect, Engineers, and Contractors, as needed. (Up to **five** coordination and pre-construction meetings, additional meeting will be charge hourly) for the Yard.
- 4.2 Assist with Bidding Process and bid review as needed.
- 4.3 Site visits, (up to five site visits during construction including, additional site visits or resident services will be charged hourly) preparation of progress reports, responses to RFI's and generation of project completion punch lists as needed.
- 4.4 Preparation of revisions and general coordination with the Owner.

EXCLUSIONS

- 1. Site Civil engineering, building waterproofing, major site grading, site utilities and drainage.
- 2. Site Electrical Engineering – we anticipate coordinating with a lighting designer and the architect for selection and placement of light fixtures for the Site Plan submittal.

ARTICLE 2: OWNER'S RESPONSIBILITIES:

- 1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis and design.

2. Fees for services of special consultants (Site survey, sustainable, soils, geotechnical, hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.
3. The Owner shall furnish all base file information including a site and topographical survey.

ARTICLE 3: FEES AND EXPENSES:

1. We propose to perform the services described in Article 1: Scope of Services: Step One Schematic Design on a Lump Sum basis.
The Lump Sum is Sixteen Thousand Five Hundred Dollars (\$16,500).
2. We propose to perform the services described in Article 1: Scope of Services: Step Two Design Development on a Lump Sum basis.
Site A: The Lump Sum is Fifteen Thousand Five Hundred Dollars (\$15,500).
3. We propose to perform the services described in Article 1: Scope of Services: Step Three Construction Documents on a Lump Sum basis.
Site A: The Lump Sum is Eighteen Thousand Two Hundred Fifty Dollars (\$18,250).
4. We propose to perform the services described in Article 1: Scope of Services: Step four Construction Administration on a Lump Sum basis.
Site A: The Lump Sum is Eight Thousand Two Hundred Fifty Dollars (\$8,250).
5. Reimbursable expenses and hourly rates are identified in the attached schedule.
6. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Developer of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ARTICLE 4: EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outline in the Scope of Services in this agreement, the Developer or Architect finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply, or a project fee may be negotiated. See attached Schedule for rates.

ARTICLE 5: SUCCESSOR'S AND ASSIGNMENT:

1. The Developer and this firm each bind itself, partners, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this agreement.

ARTICLE 6: CONTRACT CONFORMANCE:

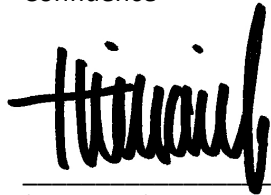
1. If there is a conflict between this document and the agreement between the Landscape Architect and the Developer, the Landscape Architect's agreement with the Developer shall govern.

ARTICLE 7: FORM OF AGREEMENT:

1. The return of one (1) copy, signed and dated in the spaces provided, will constitute your acceptance of this proposal, and provide authority for proceeding to accomplish this work.

Sincerely,
Confluence

Offered by:
Confluence



(signature)

06.1.2022

(date)

Terry Minarik, Principal

(printed name/title)

Accepted by:
City of Edina

(signature)

(date)

(printed name/title)



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HOUSING & REDEVELOPMENT
AUTHORITY

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: June 30, 2022

Agenda Item #: VI.D.

To: Chair & Commissioners of the Edina HRA

Item Type:
Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:
Action

Subject: Resolution 2022-08: Finding that Parcels are
Occupied by Structurally Substandard Buildings

ACTION REQUESTED:

Approve Resolution 2022-08 finding that parcels located at 7200 and 7250 France Avenue are occupied by structurally substandard buildings.

INTRODUCTION:

This item pertains to the condition of two parcels that are occupied by vacant office buildings and are potentially eligible for future application of Tax Increment Financing (TIF).

In February 2019, Stantec submitted a report that documented the substandard condition of the parcels when the Minnesota Statutes for Tax Increment Financing were applied. The HRA approved Resolution 2019-05 confirming the substandard nature of the parcels and noting the eligibility for creation of a TIF District.

Certification of the substandard conditions would have allowed the property owner to demolish the privately-owned building(s) up to three years prior to execution of a TIF District and TIF Redevelopment Agreements.

Unfortunately, the vacant buildings have not been redeveloped and they continue to deteriorate. Previous efforts to redevelop the site with three mixed-use buildings did not obtain financing, despite zoning approvals and a pledge to use Tax Increment Financing to support public benefits.

The property has changed ownership since 2019 and the new owners intend to submit a new site plan and pursue a new strategy to redevelop the property. While the merits of TIF have not yet been considered on the future proposal, the substandard nature of the existing buildings may warrant some degree of public financing.

The HRA's legal counsel has prepared a new Resolution to confirm the ongoing substandard condition of these two parcels. This resolution may be helpful to bring about meaningful redevelopment of the site in the future.

Staff recommends approval of this Resolution.

ATTACHMENTS:

Resolution 2022-08

Staff Presentation



HOUSING AND REDEVELOPMENT AUTHORITY

RESOLUTION NO. 2022-08

FINDING THAT PARCELS ARE OCCUPIED BY STRUCTURALLY SUBSTANDARD BUILDINGS

WHEREAS, the Edina Housing and Redevelopment Authority (the “HRA”) has established the 72nd & France District, a “housing” tax increment financing (“TIF”) district (the “Housing TIF District”) located at 7200 to 7250 France Avenue in the City of Edina (the “City”), consisting of PID Numbers 3102824140001 and 3102824140015 (the “Parcels”), on which two multi-tenant office buildings, a structured-parking ramp, and one paved surface parking lot are located; and

WHEREAS, the Parcels in the Housing TIF District were initially intended to be in a “redevelopment” TIF District (a “Redevelopment TIF District”), and this Board previously engaged Stantec Consulting Services Incorporated (“Stantec”) to inspect and evaluate the existing conditions for compliance with Minnesota Statutes regarding establishment of a Redevelopment TIF District; and

WHEREAS, Stantec conducted a physical inspection of the properties and submitted a report to this Board of Commissioners (this “Board”) dated February 6, 2019 (the “Stantec Report”); and

WHEREAS, in reliance on the Stantec Report, this Board, by resolution 2019-05, adopted on February 14, 2019, found that the Parcels were occupied by structurally substandard buildings; and

WHEREAS, it was initially expected that the buildings located on the Parcels would be demolished and removed prior to the creation of the Redevelopment TIF District by a developer pursuant to a redevelopment agreement with the HRA and that the costs of such work could be financed by the HRA; and

WHEREAS, the HRA established the Housing TIF District instead of the Redevelopment TIF District, and the requirement for a finding of structurally substandard buildings was no longer required under Minnesota Statutes for establishment of the Housing TIF District; and

WHEREAS, the buildings have yet to be demolished and removed; and

WHEREAS, this Board desires to re-certify its findings that the Parcels are occupied by structurally substandard buildings in consideration of the potential future establishment of a Redevelopment TIF District consisting of the Parcels.

NOW THEREFORE BE IT RESOLVED by the Board of the HRA, as follows:

I. The Board hereby finds as follows:

- (a) That both of the Parcels, consisting of 100 percent of the area of the proposed Redevelopment TIF District, are occupied by buildings, streets, utilities, or paved drives or parking lots;

- (b) that both of the two buildings (100 percent) located on the Parcels are structurally substandard within the meaning of Minnesota Statutes, Section 469.174, Subd. 10(b), since they contain defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance;
- (c) that both of the two buildings (100 percent) located on the Parcels are not in compliance with the building code applicable to new buildings and require substantial renovation and could not be modified to satisfy the building code at a cost of less than 15% of the cost of constructing a new structure of the same square footage and type on the Parcels;
- (d) that the conditions described in (a), (b), and (c) above are reasonably distributed throughout the geographic area of the proposed Redevelopment TIF District.
- (e) after the demolition and removal of the buildings on the Parcels, if the HRA establishes the Redevelopment TIF District, the HRA intends to include the Parcels within the proposed Redevelopment TIF District. In making the findings under (a)-(d) above, the HRA is relying on the Stantec Report.

Dated: June 30, 2022

ATTEST:

James B. Hovland, Chair

James Pierce, Secretary

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

CERTIFICATE OF EXECUTIVE DIRECTOR

I, the undersigned duly appointed and acting Executive Director for the Edina Housing and Redevelopment Authority do hereby certify that the attached and foregoing Resolution is a true and correct copy of the Resolution duly adopted by the Edina Housing and Redevelopment Authority at its Regular Meeting of June 30, 2022, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 2022.

Executive Director



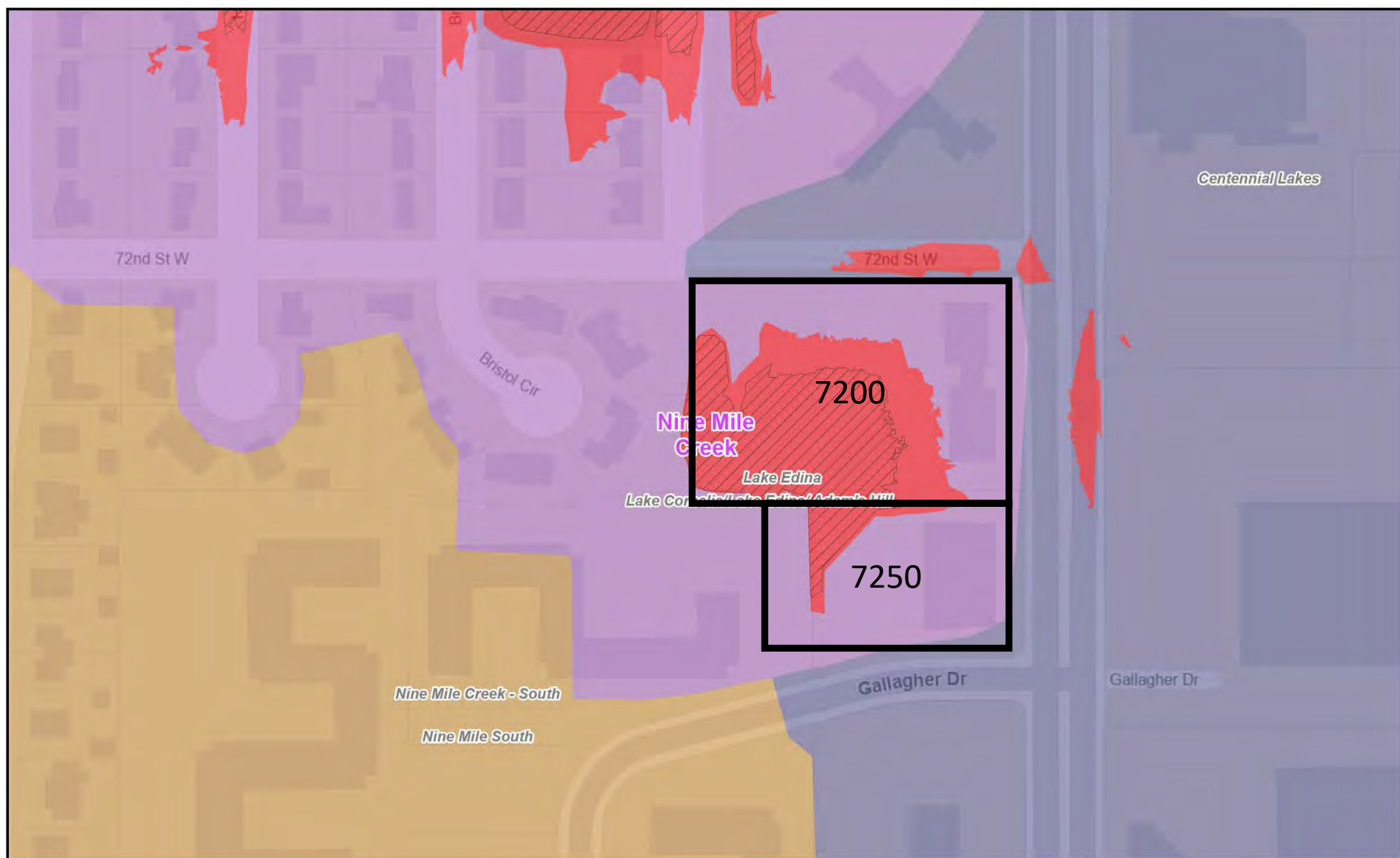
The CITY of
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HRA Resolution 2022-08

Substandard Conditions at 7200-7250 France Avenue

Presentation to Edina HRA
June 30, 2022






The CITY of
EDINA


Fema Flood Zones - 2016


 100

 500

 Substantial Improvement Limited Property 2016

 Watershed Boundaries

 Floodzones - 10 year

 Floodzones - 100 year

1 in = 188 ft



June 29, 2022

7200 France Avenue - office building

- Vacant
- Boarded up
- secure



7250 France Avenue - medical office building



- Built 1972-1974
- Vacant
- Not safe for occupancy
- Temporary shoring
- Security fencing
- Heavy vandalism
- Frequent trespassing

7250 France Avenue – medical office building



Resolution 2022-08

What it does

- Documents and re-confirms the existing substandard conditions
- Allows for prompt demolition
- Placeholder IF HRA/City want to consider TIF for up to 3-years in the future
- Creates options for the City and future owner/developer

What it does NOT

- No decision to create new TIF District
- No commitment to use or pledge TIF
- Does not prevent developer or City from demolishing
- Does not bind City to action or inaction



Edina Housing and Redevelopment
Authority
Established 1974

CITY OF EDINA
HOUSING & REDEVELOPMENT
AUTHORITY
4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: June 30, 2022

Agenda Item #: VI.E.

To: Chair & Commissioners of the Edina HRA

Item Type:
Report / Recommendation

From: Stephanie Hawkinson, Affordable Housing
Development Manager

Item Activity:

Subject: Additional Funding for the Home Rehabilitation
Program

Action

ACTION REQUESTED:

Approved \$500,000 in additional funding for the Home Rehabilitation Program.

INTRODUCTION:

Staff recommends providing an additional \$500,000 to support approximately 20 more home improvement loans and corresponding servicing and amending the loan documents and service agreement to reflect this change. The demand for the remaining funds exceeds what is currently available.

As of June 1, 2022, 41 Edina homeowners are participating in this program, of which 34 loans are closed, 2 are approved, and 5 are in process.

ATTACHMENTS:

Staff Report



Date: June 30, 2022

To: Chair and Commissioners of the HRA

From: Stephanie Hawkinson, Affordable Housing Development Manager

Subject: Additional Funding for the Home Rehabilitation Program

Information / Background:

On April 8, 2021 the Housing and Redevelopment Authority approved the execution of loan documents and service agreements with Center for Energy and Environment (CEE) for the Home Rehabilitation pilot program. The initial budget was for \$250,000 which was estimated to fund eight loans. Due to the popularity of the program, the HRA approved an additional \$750,000 in August 2021.

The housing rehabilitation pilot program augments the program offered by Hennepin County. The latter is supported through a portion of the City's allocation of Community Development Block Grant Funds (CDBG). The City based program in partnership with the CEE has broader goals: 1) Preserve modest homes, 2) promote sustainability, 3) provide a financing option that is fully deferred to save on monthly cash flow.

The approved program is available to households with incomes up to 125% of the Area Median Income; is deferred with a 2% simple interest and includes an option for principal and interest forgiveness. This option is available if the house is sold to the HRA and either placed into a Land Trust through West Hennepin Affordable Housing Land Trust, added to the Metro HRA affordable housing program, or preserved for long term affordability through another future mechanism.

Request

Staff recommends providing an additional \$500,000 to support approximately 20 more home improvement loans and corresponding servicing and amending the loan documents and service agreement to reflect this change. The demand for the remaining funds exceeds what is currently available.

As of June 1, 2022, 41 Edina homeowners are participating in this program, of which 34 loans are closed, 2 are approved, and 5 are in process. Residents from 17 different Edina neighborhoods are partaking in this program.

Program Guidelines Summary

- Loan Amount: \$2,000-\$30,000
- Loan Terms: 2% simple, non-compounding interest, deferred for 30-years
- Income limit: 125% of AMI
- House value limit: \$450,000
- Loan to Value Ratio: 110%
- Loan Administrator: Center for Energy and the Environment
- Loan Servicer Center for Energy and the Environment

Program Expenses

Sources		Uses*	
AHTF	\$ 500,000	Loan	\$ 460,000
		CEE Administration	\$ 35,000
		CEE Servicing	\$ 5,000
	\$ 500,000		\$ 500,000

Budget Implications

Affordable Housing Trust Fund	Estimated Balance	Requests
Beginning Balance*	\$ 8,460,000	
Market Street (2019)		(\$750,000)
4d Pilot Program 2018 - NO TAKERS		(\$160,000)
4d Pilot Program -2019		(\$50,000)
Single Family Ownership Program (2020)		(\$840,000)
Home Rehabilitation Program (Pilot)		(\$250,000)
425 Jefferson		(\$152,717)
Single Family Ownership Program (2021)		(\$1,500,000)
Home Rehabilitation Program (Aug. 2021)		(\$750,000)
LISC Single Family Partnership Program		(\$1,200,000)
Home Rehabilitation Program (2022)		(\$500,000)
Ending Balance	\$ 2,612,717	

Ultimately some of the loan proceeds will be repaid and can be recycled back into the program for future loans. At this time the program is still so new that there are not any program funds.

Alignment with Comprehensive Plan

The Home Rehabilitation Program is a tactic to help fulfill Goals and Strategies approved on the 2040 Comprehensive plan and in the Housing Strategy Task Force report:

Comprehensive Plan

- Encourage the preservation, maintenance, and rehabilitation of existing subsidized and naturally occurring affordable rental and ownership housing.
- Increase housing stability and security of residents living in affordable housing.
- Maintain some of Edina's lower square footage housing stock in order to attract new residents and retain existing residents, including providing affordable options.
- Protect and maintain lifecycle housing that is important for attracting young families.

Housing Strategy Task Force Report

- Develop program to incentivize property owners to keep their properties affordable.
- Offer resources to support senior residents seeking to age-in-place.
- Consider program of assisting income eligible property owners with rehabilitating their homes to extend their useful life in a manner that also complements the dwelling's character and is compatible with the character of the surrounding neighborhood.

Alignment with City Pillars

1. Sustainability

The Home Rehabilitation Program has been designed in partnership with the Sustainability Coordinator to help improve the energy efficiency and sustainability of Edina's older housing stock. To that end, in addition to a home advisor meeting with the borrowers to discuss health, safety and code issues, the borrowers will also meet with the Home Energy Squad to identify mechanisms to increase energy efficiency. The Home Energy Squad program is already offered to Edina Homeowners, so this pairing of the two program brings rehabilitation dollars to help address identified issues.

2. Equity and Inclusion

The primary purpose of this proposed program to is assist low- and moderate-income homeowners with their rehabilitation needs, including addressing accessibility issues. A secondary goal is to potentially secure moderate homes for future affordability. The loan will be secured by a mortgage with a term of 30-years. If a borrower sells their home within the 30-years they can either sell on the open market and repay the HRA the principal plus interest, or if they sell to the HRA for the appraised value, the loan will be forgiven. This is a mechanism to help preserve homes for future affordability. There is no guarantee that any home will be preserved, but it brings this option directly to the borrower.

3. Engagement

This type of program was recommended by the Housing Strategy Task Force and reviewed and supported by the Edina Housing Foundation.



Edina Housing and Redevelopment
Authority
Established 1974

CITY OF EDINA
HOUSING & REDEVELOPMENT
AUTHORITY
4801 West 50th Street
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www.edinamn.gov

Date: June 30, 2022

Agenda Item #: VII.A.

To: Chair & Commissioners of the Edina HRA

Item Type:
Report / Recommendation

From: Stephanie Hawkinson, Affordable Housing
Development Manager

Item Activity:

Subject: Pilot Program: LISC Partnership for Single Family
Preservation Program

Action

ACTION REQUESTED:

Approve \$1.2 Millions in a Forgivable loan for an Emerging Developer Housing Preservation Pilot Program in Pilot program in partnership with LISC

INTRODUCTION:

Staff is seeking approval for a \$1.2 Million Forgivable Loan and authorization to draft a partnership agreement with Local Initiative Support Corporation Minnesota (LISC) to work with developers of single-family houses to buy and rehabilitate modest homes in Edina where the sellers are motivated to keep the homes affordable and have approached staff after received the “Not for a Teardown” postcard. Once rehabilitated, the homes will be transferred to the West Hennepin Affordable Housing Land Trust (“WHAHLT”) and placed into a Land Trust held by to assure affordability for 99-years. In the first phase, roughly \$1.2 Million would be forgiven as gap financing to cover the cost of the land held in trust and the rehabilitation work that exceeds the cost needed to maintain affordability.

ATTACHMENTS:

Staff Report

Staff Presentation



Date: June 30, 2022

To: Chair and Commissioners of the Edina Housing and Redevelopment Authority

From: Stephanie Hawkinson, Affordable Housing Development Manager

Subject: Pilot Program: LISC Partnership for Single Family Preservation Program

Information / Background:

Staff is seeking approval for a \$1.2 Million and authorization to draft a partnership agreement with Local Initiative Support Corporation Minnesota (LISC) for the creation of an Emerging Developer Housing Preservation Program. The program would provide financing to developers of single-family houses to buy and rehabilitate modest homes in Edina where the sellers are motivated to keep the homes affordable and have approached staff after receiving the “Not for a Teardown” postcard. Once rehabilitated, the homes will be transferred to the West Hennepin Affordable Housing Land Trust’s Home Within Reach program (“HWR”) and placed into a Land Trust held by to assure affordability for 99-years. In pilot program, the HRA funds would be augmented by LISC funds to provide construction financing for the acquisition and rehabilitation of up to four houses. The HRA Loan would be forgiven once the house is transferred to the Land Trust and the house sold to an income eligible homebuyer.

In today’s market, Edina is confronted with the fact that entry-level properties are overpriced for most work-force households who work or live in the City. Increased home values have taken place because of a reduction in supply and increase in demand, while wages have not kept pace with increases in housing costs.

In 2020 and 2021 the HRA supported a line of Credit for HWR whereby the HWR acquires houses valued up to \$425,000, rehabilitates them, and sells to income eligible homeowners with the land held by HWR to keep the house affordable for 99-years. HWR not only offers value and benefits to the families it has assisted in becoming homeowners; the program also expands homeownership opportunities and retains community wealth by making maximum use of existing properties with younger households. It also provides a mechanism to invest in affordable homeownership, which enhances residential stability and the preservation of housing affordability by recycling funds from owner to owner.

Although there was a program in place with financing, there was no activity until the City mailed a “Not for a Teardown” postcard to every household with an assessed value of up to \$425,000. The postcard elicited 46 interested sellers coming forward. To date, HWR has acquired seven of these houses and resold to five end-buyers. Some of the 46 houses they declined to buy because they did not meet program goals: too

small, required too much rehab; did not have a garage; too expensive, etc. Nonetheless many were not acquired as HWR has limited capacity to oversee the rehabilitation of multiple homes in Edina as they work in many cities.

Due to capacity issues, and the continuing need to preserve affordable homeownership opportunities a partnership with another non-profit corporation is needed.

Partnership with LISC

The Local Initiative Support Corporation (“LISC”) is a national organization with a local presence that supports projects to revitalize communities and bring greater economic opportunity to residents. Twin Cities LISC provides capital, strategy, and know-how to our Twin Cities community development partners. One of LISC’s programs was funded in part from grant from Minnesota Housings for their “Developer’s of Color Capacity Building Intermediary” program authorized under Minnesota Statute 462A.05. LISC provides implementation capacity support to help smaller emerging developers get their projects completed on time and on budget. The program offers significant financial and technical resources to developers, including funding for predevelopment and project management support. The goal of the program is to better support, position, and increase the number of emerging developers who move beyond predevelopment to project completion. Although LISC’s capacity building program is designed for Developer’s of Color, applications for the proposed pilot program is open to small, emerging developers regardless of race.

LISC has extensive capacity in real estate project financing, structuring and credit analysis. LISC staff has particular expertise in underwriting and structuring affordable housing development projects through concept, construction and stabilization. In addition, LISC provides direct technical, management and development assistance to development partners. These activities include working with development partners to address organizational capacity challenges that may be posed by the nature or scope of the development project. One of LISC’s major strengths is an on-the-ground presence in each of the urban markets it serves which provides an opportunity to leverage best practices and innovations in LISC consultancy engagements.

LISC's initiative provides individual and group technical assistance from staff, consultants and industry professionals (seasoned developers, public sector staff, bankers) intended to build and transfer knowledge, build access into the robust networks of the development ecosystem, garner project champions and ultimately advance and complete projects at a faster pace. The dual goal is to provide wraparound technical and professional network support to help get each participants’ project over the finish line and to build the long-term development capacity of the participants. The aspiration is to diversify the development field in the Twin Cities.

LISC will vet participants in their capacity building program as well as accept applications from any small, emerging developer to acquire and rehabilitate modest homes in Edina that will be sold to HWR. This partnership increases the capacity to preserve more modest homes in Edina that are at risk of being torn down.

Partnership with HWR

Once the homes are fully rehabilitated, the developer will transfer the house and LISC will transfer the loan agreement to HWR for \$1.00. HWR will sell to an income eligible homebuyer and return the sales proceeds, less their \$5,000 fee to LISC. The land will be held by HWR and the corresponding value of the land will be forgiven.

The Need for Government Involvement

The current trends in single family housing construction have moved the cost of homeownership out of reach for many young adults whose earnings will not allow for luxury starter homes. This is due primarily to three key drivers in the construction and real estate industry:

1. Increasing population and demand is driving a steep rise in land costs.
2. Material and construction costs have increased steadily, especially during the pandemic.
3. Developer's investment and business model requires 30% to 50% profit margins, which can only be achieved by building bigger because home values are based primarily on price per square foot.

This is a perfect storm which has resulted in nearly all new construction homes averaging well over 3,000+ SF. In October 2021, the average size of homes sold in Edina is 2,980 SF, resulting in a 12-month rolling average sale price of \$730,447. The private market cannot afford, nor does it have the incentive to develop smaller, more affordable, starter homes.

Program Outline

With access to a financing provided by the HRA and LISC, LISC will engage a construction and financial advisor to work developers to acquire modest single-family homes, renovate when feasible or demolish and rebuild a smaller modest home, and convey to Homes Within Reach once completed.

LISC Role:

- Review applications from small, emerging developers. These are developers who have not earned an annual aggregate developer's fee of greater than \$250,000 in the past five-years.
- Prepare loan documents for the developer with the financing coming from both the HRA and LISC secured by designated Mortgages and Notes.
- Work closely with small, emerging developers by providing technical assistance and partnering them with seasoned professionals.

Developer Role:

- Execute Loan Documents with LISC that include a Mortgage and Note securing HRA funds.
- In partnership with HWR select houses for acquisition.
- Renovate existing homes without dramatic increases in size or tear down if necessary and build modest-sized new construction homes (2,000 SF max).
- Limit General Contractor fees to 15% (approximately half regular fee).

- Limit Developer fees to 10% (below traditional fees).
- Finish smart with sustainable materials to maximize efficient use of all resources.
- Transfer title of home to HWR.

HWR's Role:

- Provide criteria for selecting homes for acquisition and minimum rehabilitation criteria.
- Acquire house from Developer.
- Place land in Land Trust and sell house to income eligible buyer.
- Repay LISC Loan with sales proceeds from house,
- Maintain housing affordability for 99-years.

Proposed Flow of Funds

- The process for transferring City short term financing through LISC to the Developer for the acquisition and rehabilitation costs will be finalized upon approval of concept by the Edina HRA.
- Developer will sell fully rehabilitated house to HWR for \$1.00
- Developer will then collect their fee after the project and transfer of title to HWR is complete.
- HWR will sell the house to end buyer and submit sales proceeds less their \$5,000 fee to LISC.
- City will forgive loan amount that equates with acquisition, rehabilitation, and projects costs less sale price of house.

Budget

Construction Financing

Uses	Average Per House		4 Units	
Acquisition	\$	400,000	\$	1,600,000
Rehabilitation	\$	100,000	\$	400,000
WHAHLT Fee	\$	5,000	\$	20,000
LISC Fee	\$	<u>10,000</u>		<u>40,000</u>
	\$	515,000	\$	2,060,000

Construction Financing

LISC Loan	\$	215,000	\$	860,000
HRA Forgivable Loan	\$	300,000	\$	1,200,000

Permanent Financing

	Average Per House		4 Units	
Home Sale	\$	215,000	\$	860,000
HRA Forgivable Loan	\$	<u>300,000</u>	\$	<u>1,200,000</u>
	\$	515,000	\$	2,060,000

Affordable Housing Trust Fund	Estimated Balance	Requests
Beginning Balance*	\$ 8,460,000	
Market Street (2019)		(\$750,000)
4d Pilot Program 2018 - NO TAKERS		(\$160,000)
4d Pilot Program -2019		(\$50,000)
Single Family Ownership Program (2020)		(\$840,000)
Home Rehabilitation Program (Pilot)		(\$250,000)
425 Jefferson		(\$150,000)
Single Family Ownership Program (2021)		(\$1,500,000)
Home Rehabilitation Program (Aug. 2021)		(\$750,000)
LISC Single Family Partnership Program		(\$1,260,000)
Ending Balance	\$ 3,050,000	

Compliance with City Approved Plans

A partnership between the City of Edina, LISC, and HVR is supported by multiple goals within both the Housing Chapter of the Comprehensive Plan and the Housing Strategy Task Force report.

2021 Work Plan: Review process on using affordable housing funds received from the Buy-In option and develop a policy to ensure funds will be used with a race and equity lens.

2040 Comprehensive Plan

Goal 1: Accommodate all planned residential growth in the city based on planned infrastructure investments and other community goals and assets.

3. Recognize that successfully reaching affordable housing goals assists the city in achieving related community goals, including: a. Accommodating housing for families with children in Edina schools.

Goal 2: Encourage the development and maintenance of a range of housing options affordable to residents at all income levels and life stages.

1. Encourage the production of additional affordable housing units and retention of existing affordable housing units to meet the city's housing needs and its Metropolitan Council affordable housing need allocation of 1,804 units.
9. Promote owner-occupied units over rental units when providing affordable housing

Goal 3: Continue to support high quality design of residences and residential neighborhoods in a way that furthers sustainability, character, and livability, and maintains long term investment.

4. Maintain some of Edina's lower square footage housing stock in order to attract new residents and retain existing residents, including providing affordable options.

Housing Strategy Task Force Report

A. Promote Affordable and Attainable Housing

- 3) Attract new residents and retain existing residents by preserving and expanding housing options for moderate- and low-income households.

D. Encourage Preservation and Promotion of Diverse Housing Stock

- 1) Assist neighborhoods in retaining starter housing stock that can accommodate young families.
- 3) Maintain some of Edina's single-family, lower square footage housing stock.

Staff Recommendation

Staff recommends approving a \$1.2 Million to enter into an pilot program with LISC for single family housing preservation and authorization to engage an attorney to draft the program agreements.



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Housing Preservation Emerging Developer Pilot Program



Proposal Context



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Objective:

- Created affordable homeownership opportunities
- Preserve moderate priced houses

Parameter:

Review Process on using affordable housing funds received from Buy-In option and develop a policy to ensure funds will be used with a race and equity lens. (2021/2022 Workplan)

Current Housing Preservation Program



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- HRA partnering with Homes Within Reach.
- Thus far 7 houses acquired; 5 sold to end-buyers; 2 being rehabbed.
- Estimate acquiring 3 more homes.



AFFORDABLE HOMES FOR WORKING FAMILIES



Three photographs showing diverse families in their homes. The first photo shows a man and a woman smiling. The second photo shows a family of four (two adults and two children) smiling. The third photo shows a man and a young girl in a kitchen.

Welcome to Homes Within Reach!

We are a non-profit, community-based organization that creates and preserves affordable homeownership opportunities for working households in suburban Hennepin County.

Context: Housing Disparities



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“Disparities are stark for BIPOC residents of all 87 counties. Homeownership disparities are above 65% in every county in Minnesota with most over 90%.”

-MHP 2021

Homeownership in Hennepin County

BIPOC Homeowners 40,223



13%

White Homeowners 276,624



87%

“While Minnesota has the 3rd highest homeownership Rate in the country, it also has the fifth highest disparity in homeownership rates between white households and households of color or Hispanic Ethnicity.”

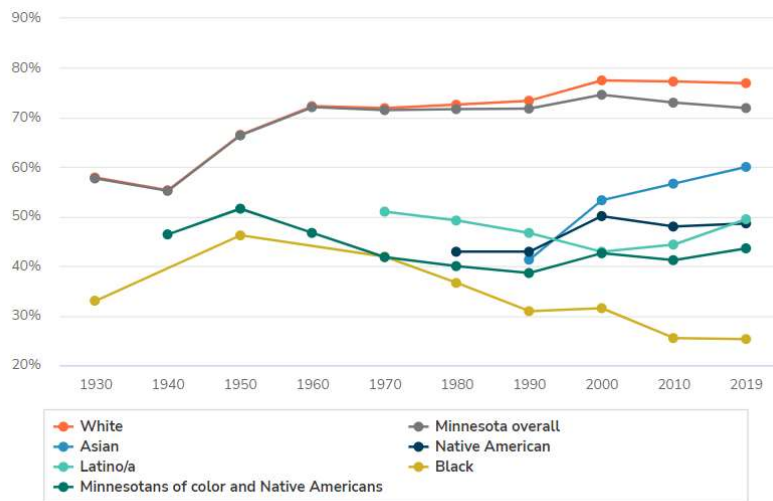
- Minnesota Housing 2018

“Systematic racism haunts homeownership rates in Minnesota.”
-Federal Reserve Bank of Minneapolis 2021

Context: Homeownership Rates

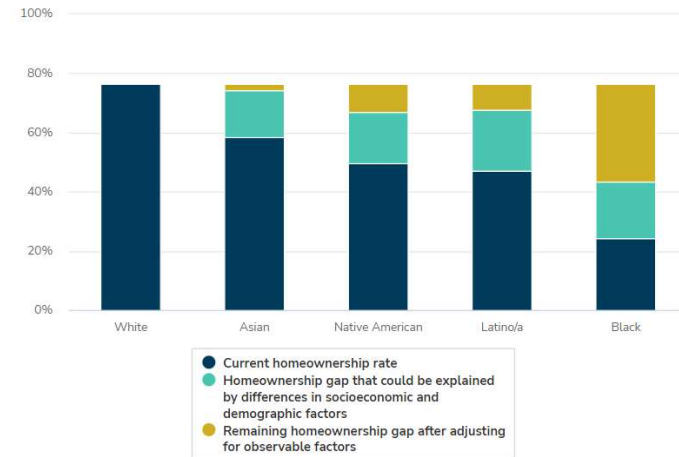


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Source: Decennial Census and American Community Survey 1-Estimate for 2019.

Homeownership gaps between White households and households of color persist after adjusting for socioeconomic and demographic factors



-From Minneapolis Federal Reserve Bank

Context: Teardowns



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EdinaMN.gov

<u>Year</u>	<u>Rebuild Permits</u>	<u>Avg Value Before</u>	<u>Avg Value After</u>
2008	35	\$512,000	\$1,332,000
2009	21	\$446,000	\$1,130,000
2010	34	\$408,000	\$992,000
2011	57	\$393,000	\$1,133,000
2012	99	\$403,000	\$1,147,000
2013	104	\$347,000	\$1,063,000
2014	115	\$369,000	\$1,070,000
2015	109	\$450,887	\$1,195,284
2016	91	\$407,342	\$1,257,996
2017	88	\$486,949	\$1,336,778
2018	68	\$450,883	\$1,380,480
*2019	67	\$434,382	\$1,339,408
**2020	77	\$446,483	\$1,292,057

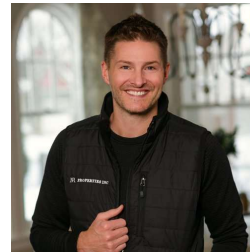
* ** Not all homes were completed when data was compiled

Current Single-Family Redevelopers



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- Refined, LLC
- City Homes Design & Build
- Craft Homes, LLC
- NR Properties Inc.
- TJB Homes
- Great Neighborhood Homes
- LDK Builders
- Donnay Homes



Rob Monson

Lane Larson

Blake Koppendraye

Scott Koppendraye



Affordable housing developers of color are underrepresented and may lack access to capital and business relationships within the industry. – Greater MN Housing Fund 2022

Overview



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Societal Context

- Homeownership Disparities between White and BIPOC homeowners
- Developer disparities
- Housing prices escalating

Local Context

- Modest Houses being replaced with luxury homes
- Modest income homeowners priced out of market
 - Most teardown and rebuilds completed by handful of developers

Role of Local Government

- Preserve modest homes for ownership opportunities
- Create long term affordability
- Increase capacity of smaller, emerging developers

Smaller Developers for Smaller Homes



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- Similar to CERT's Emerging SBE program, support smaller developers to provide a platform for firms that are not dominant within their industry and are “emerging” into the local marketplace.
- Work with an organization who is building technical capacity of emerging developers

Emerging Developer Initiatives:

- Greater MN Housing Fund
- Minnesota Housing Partnership
- Metropolitan Council
- Minnesota Housing
- Cities of Minneapolis and St. Paul
- Urban Land Institute REDi Program
- Local Initiatives Support Corporation
- Proposed at State Legislature

Context: Existing Program

- From 2008 until June 2022, 1053 moderately priced houses have been torn down and replaced with houses priced well over \$1 Million.
- “Not for a Tear Down” postcard prompted 47 interested sellers.
- Homes Within Reach has 3 staff members and contract with two contractors who work in 14 communities – capacity is limited.
- The need for affordable housing is increasing.



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Increase Capacity to Address Need



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Obstacle

- Loss of modest homes.
- Lack of incentive of experienced developers and contractors to work on modest homes.
- Shortage of developers and contractors for modest homes
- Limited capacity of Homes Within Reach and their contractors.

Solution

- Enhance program to preserve homes.
- Increase capacity of small, newer developers.
- Create new partnerships to bring in new contractors to prepare turn-key ready homes to Homes Within Reach.

Program Outline

Goals

- Preserves homeownership opportunities for low-to-moderate income households
- Increases capacity of emerging developers
- Retains community and homeowner wealth
- Enhances residential stability
- Preserves long-term housing affordability
- Serves households with incomes 60%-80% AMI (< \$82,720)



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Program Partners



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LISC

- Selects developer through application process with developer fee receipts below maximum.
- Connects developer to mentor
- Fiscal agent



Homes Within Reach

- Develops home buying criteria
- Selects buyers
- Maintains ownership of land



Who is LISC?

Mission Statement: With residents and partners, LISC forges resilient and inclusive communities of opportunity across America—great places to live, work, visit, do business and raise families.



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Strategies LISC pursues



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- Strengthen existing alliances while building new collaborations to increase their impact on the progress of people and places
 - Develop leadership and the capacity of partners to advance our work together
 - Equip talent in underinvested communities with the skills and credentials to compete successfully for quality income and wealth opportunities
 - Invest in businesses, housing and other community infrastructure to catalyze economic, health, safety and educational mobility for individuals and communities
 - Drive local, regional, and national policy and system changes that foster broadly shared prosperity and well-being
-

LISC's Comprehensive Approach



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Empower people

- Job skills training & career development support
- Financial coaching
- Educational facilities
- Investments in access to healthcare, healthy food & recreation



Transform places

- Preservation & construction of affordable housing
- Commercial, industrial & community facilities & district development
- Creative placemaking
- Transit oriented development
- Stewardship of sustainability & disaster resiliency
- Community / law enforcement partnerships



Support enterprises

- Small business lending & coaching
- CBO capacity building
- Leadership development
- AmeriCorps deployment



Drive systems innovation

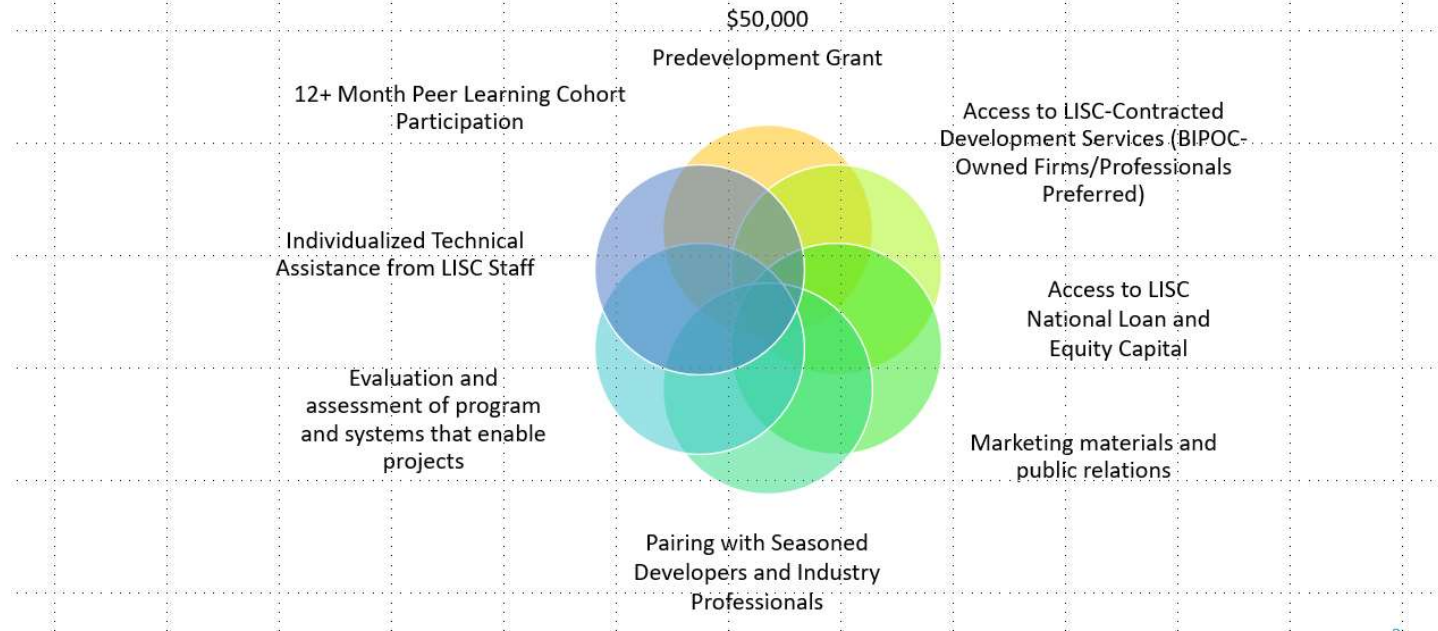
- Resource advocacy & coalition building
- Partnership facilitation across sectors
- Advocacy to increase protections, change policies & practices at national, state & local levels

LISC Capacity Building Initiative



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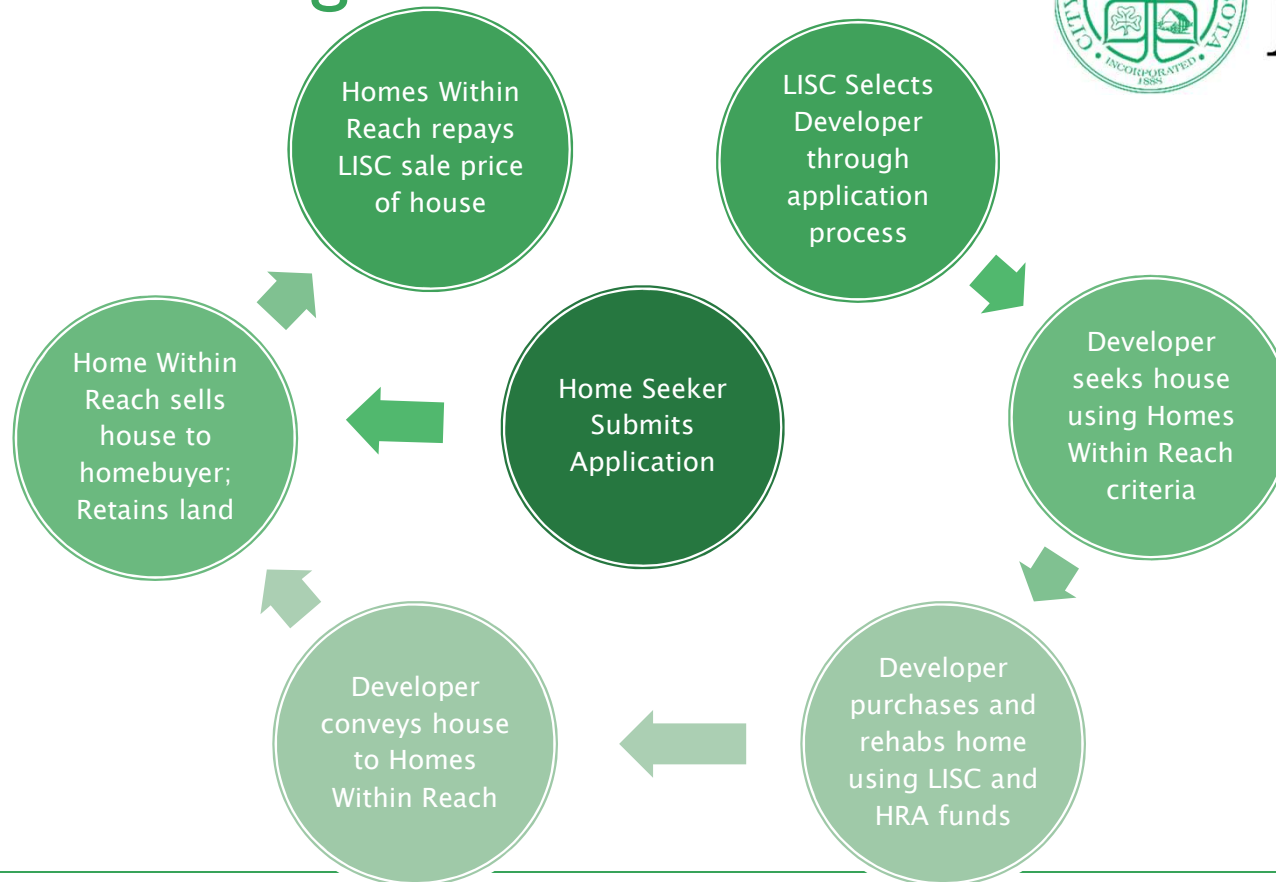
Capacity-Building Initiative Implementation: *Getting projects over the finish line*



New Pilot Program Flow Chart



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Roles and Responsibilities



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HRA

- Approves or denies draw request
- Wires draw
- Tracks expenditures

LISC

- Prepare loan documents.
- Work closely with developers by providing technical assistance and partnering them with seasoned professionals.

Developer

- Execute Loan Documents with LISC.
- With HWR select houses for acquisition.
- Renovate existing homes.
- Finish smart with sustainable materials to maximize efficient use of all resources.
- Transfer title of home to HWR.

Homes Within Reach

- Place land in Land Trust and sell house to income eligible buyer.
- Repay LISC Loan with sales proceeds.
- Maintain housing affordability for 99-years.

Budget Implications (4 homes)



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Interim Sources

Affordable Housing Trust Fund	\$1,200,000
LISC Loan	\$ 860,000

Permanents Sources

Affordable Housing Trust Fund	\$1,200,000*
Home Buyers	<u>\$860,000</u>
TOTAL	\$2,060,000

* \$2,612,717 Remaining Balance in AHTF

The amortization of the proposed project of a net contribution of 278,950 for a 99-year period is \$2,817.67 per year.

Uses

Acquisition	\$1,600,000
Rehabilitation	\$ 400,000
Project Expenses	<u>\$ 60,000</u>
TOTAL	\$2,060,000



Loan Deal Points



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- \$1,200,000 will be made available as a forgivable loan to help finance acquisition and rehabilitation.
- Loan Agreement with LISC.
- Loan secured by Mortgage and Note executed by Developer.
- Note will be forgiven when land placed in land trust.
- 0.0% interest.
- 3-year Term.
- 4 houses to be acquired, rehabilitated, and placed into a Land Trust.



Policy Considerations



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Policy Objectives

- Affordability Period
- Per Unit Funding Gap
- Income Served
- Housing Stability
- Other



Single Family Ownership

- 99-years
- ~\$200,000 - \$300,000
(~\$2,020-\$3,030/year)
- 50%-125% AMI
- Yes
- Generational Wealth
- Housing for larger households

Multifamily Rental

- 20-40 years
- ~\$30,000-\$65,000
(~\$750-\$1,625/year)
- <30%-60% AMI
- Yes



Guiding Documents



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- The Comprehensive Plan: Equal access and opportunities for all residents and fostering economic equity.
- Race and Equity Report: “Perceptions exist that city-based housing programs and policies are contributing to the lack of people of color in Edina.”
- Council’s Equity Statement: “Our commitment to diversity, equity and inclusion will be a continuous process of learning and adapting to the multiple needs of all in the community, while consistently applying an equity lens in all decisions and interactions.”
- Council’s Statement on Engagement: “As the Edina City Council, we are committed to fostering an engaged community built on trust. We will do this by intentionally focusing on equity, diversity and inclusion and creating a dialogue of perspectives.”



Edina Housing and Redevelopment
Authority
Established 1974

CITY OF EDINA
HOUSING & REDEVELOPMENT
AUTHORITY
4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: June 30, 2022

Agenda Item #: VII.B.

To: Chair & Commissioners of the Edina HRA

Item Type:
Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:
Action

Subject: Approve Tax Increment Financing Redevelopment
Agreements for 7001 France Avenue

ACTION REQUESTED:

Approve the Tax Increment Financing Redevelopment Agreements for Site A and Site B/C located at 7001 France Avenue.

INTRODUCTION:

This item pertains to the Tax Increment Financing to be provided to support redevelopment and deliver public benefits at 7001 France Avenue.

Staff has engaged legal and financial advisors to prepare two full redevelopment agreements based on the Term Sheet approved in February 2022. Separate agreements are prepared for Site A and Site B/C.

These Agreements were also considered and approved by the City Council on June 21, 2022. This is the same meeting that the final zoning/site plan approvals were approved for Site A and Site B/C.

Staff recommends that both Redevelopment Agreements be approved by the HRA.

ATTACHMENTS:

Staff Report

Staff presentation

Site A - TIF Redevelopment Agreement

Site B/C - TIF Redevelopment Agreement

Site B/C- Exhibit B (final office plan)



Housing and Redevelopment Authority

Date: June 30, 2022

To: Chair Hovland and Members of the Edina Housing and Redevelopment Authority

From: Bill Neuendorf, Economic Development Manager

Subject: Tax Increment Financing Redevelopment Agreements for 7001 France Avenue

Information / Background:

Mortenson Development and Orion Investments are the developers for the 5.7-acre commercial site located at 7001-7025 France Avenue. The site is currently occupied by a US Bank branch and a vacant office building. Mortenson acquired the property in March 2022.

The developers secured preliminary approval to rezone the property to allow four separate buildings to be constructed on the site. This new plan will subdivide the “super block” into four parcels that are rescaled to create a more traditional layout that encourages walkability and a more connected sense of community.

US Bank has begun construction of a new branch on Site D. The remainder of the property (Sites A, B & C) are intended to be redeveloped with new Class A office space, new retail space, new residential apartments and new parking structure. The developers intend to invest approximately \$254 million into the site (not including the new bank). Upon completion, this degree of redevelopment will transform the aging 1960’s suburban-style commercial site into a modern mixed use site that sets a new tone for redevelopment in the Greater Southdale District. This will also establish a new street gride pattern that reduces reliance and congestion on France Avenue.

The developers requested that Tax Increment Financing be provided to help defray the high cost of redevelopment.

Staff has met with the developer for more than 18 months to understand the financial conditions that require the consideration of public financing to supplement the private debt and equity.

Staff has engaged legal and financial advisors at Ehlers Associates and Dorsey & Whitney to scrutinize the financial pro forma and prepare terms and conditions by which TIF could be used to

support the redevelopment of this site. While these advisors work for the City / HRA, the cost of this work has been borne by the developers.

Ehlers has scrutinized the budgets and financial pro formas for each Phase and the total project. Ehlers has determined that the financial gap is approximately \$22.0 million. Ehlers also confirmed that “but for” the use of TIF, a project of this scale, caliber and quality will be unable to secure private financing.

Summary

In November 2021, the City Council approved a new PUD ordinance to guide redevelopment of the 6-acre site in a manner that recognizes the goals of the Greater Southdale Design Experience Guidelines.

In February 2022, the Edina HRA reviewed and approved a Term Sheet that had been negotiated by City staff with assistance from the HRA’s redevelopment advisors including Jay Lindgren at Dorsey & Whitney and Nick Anhut at Ehlers Associates. The Term Sheet abides by applicable Minnesota Statutes that govern Tax Increment Financing. These terms also follow the spirit of Edina’s TIF policy and practice which is typically more limited than allowed by Minnesota Statute.

In March 2022, the City approved the creation of a new Tax Increment Financing District with the intention of entering into redevelopment agreements to achieve the goals and outcomes articulated in the 70th & France TIF Plan.

Dorsey & Whitney has prepared two complete Redevelopment Agreements based on the approved Term Sheet. One agreement relates to Site A (Phase 1 residential and site work) while a separate agreement relates to Site B/C (Phase 2 office and parking).

These Agreements follow the general format and strategic approach typically used by the City for redevelopment projects that include a mixture of uses and a wide variety of public benefits.

The structure of the Agreements maintain all financial risk with the developer. The developer will provide up front financing. TIF will only be used to reimburse the project for pre-determined eligible costs after each phase of the project is successfully completed. Additional information is included in the Staff Presentation.

The developers and City staff are mutually supportive of the terms and conditions expressed in these Agreements. The City Council approved these Agreements on June 21, 2022.

Recommended Action:

Approve the Tax Increment Financing Redevelopment Agreements for both Site A and Site B/C.

###



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700 I France Avenue

Phase I and Phase 2 Tax Increment Financing Redevelopment Agreements

Report to:
Edina Housing and
Redevelopment Authority
June 30, 2022

Formerly issued to:
Edina City Council
June 21, 2022

Request for TIF

- Summary



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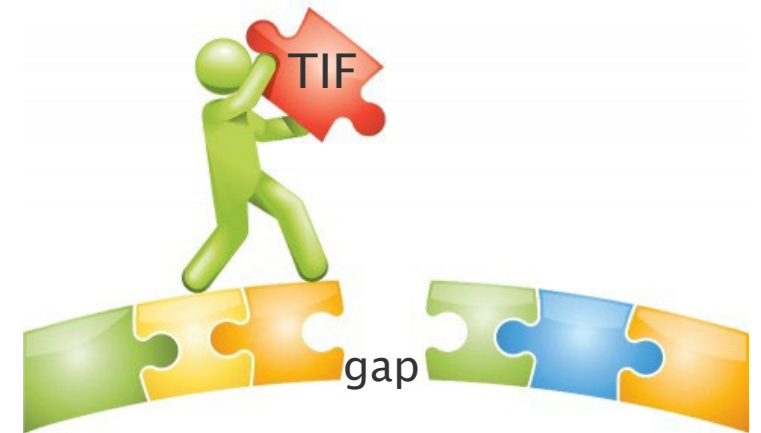
Advisors confirmed a \$22 M budget gap that hinders a private redevelopment project of this scale and quality

Staff negotiated terms by which TIF could be used to deliver public benefits; HRA approved Term Sheet February 2022

City Council created TIF District March 2022

Two Redevelopment Agreements have been prepared based on the approved terms; City Council approved June 21, 2022

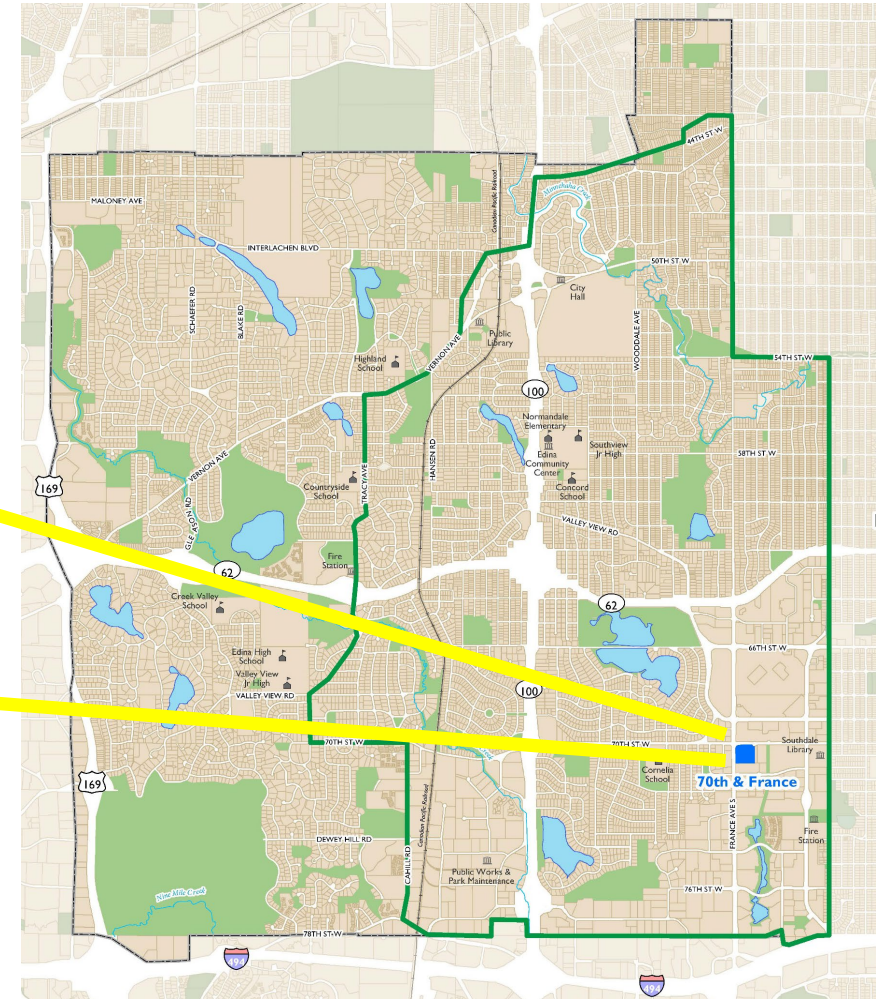
Staff recommends HRA approval of both Agreements



Project Location & District Boundaries



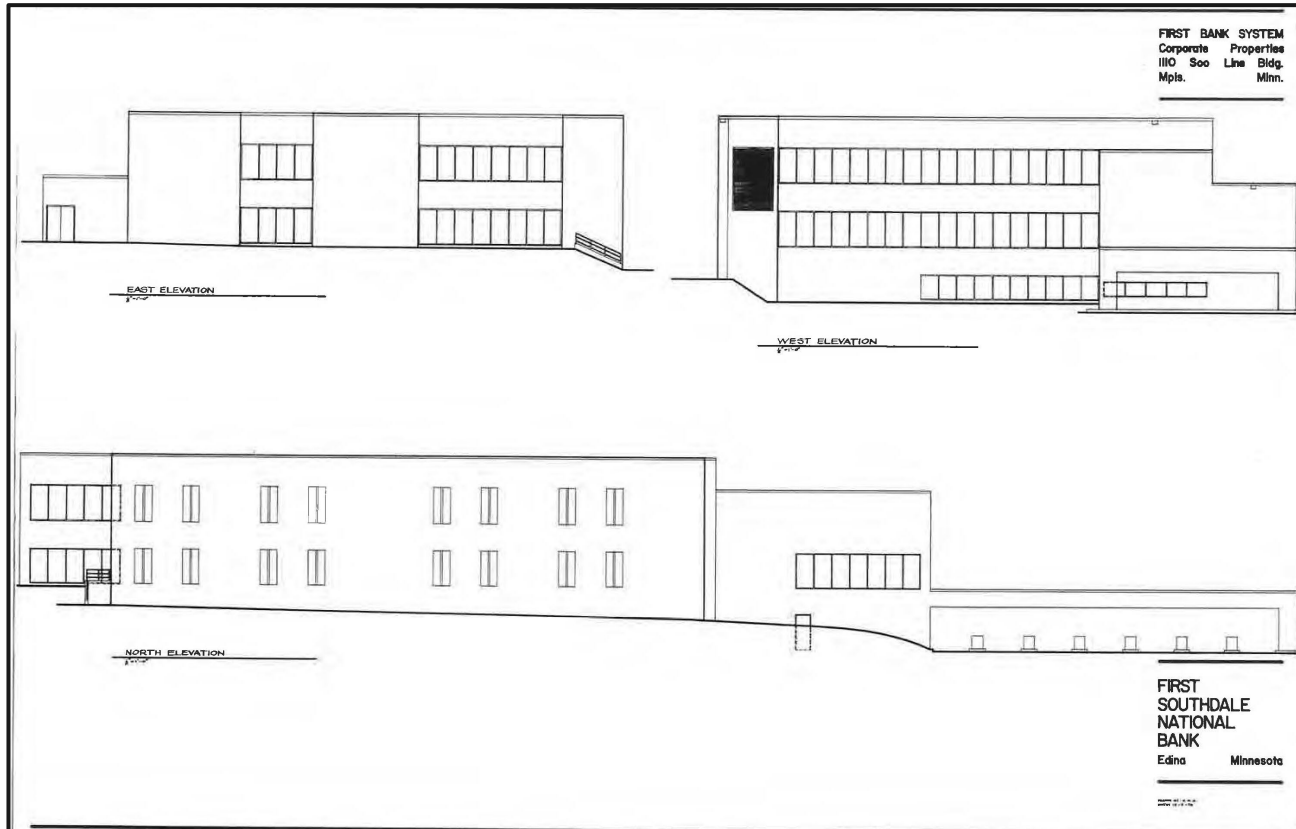
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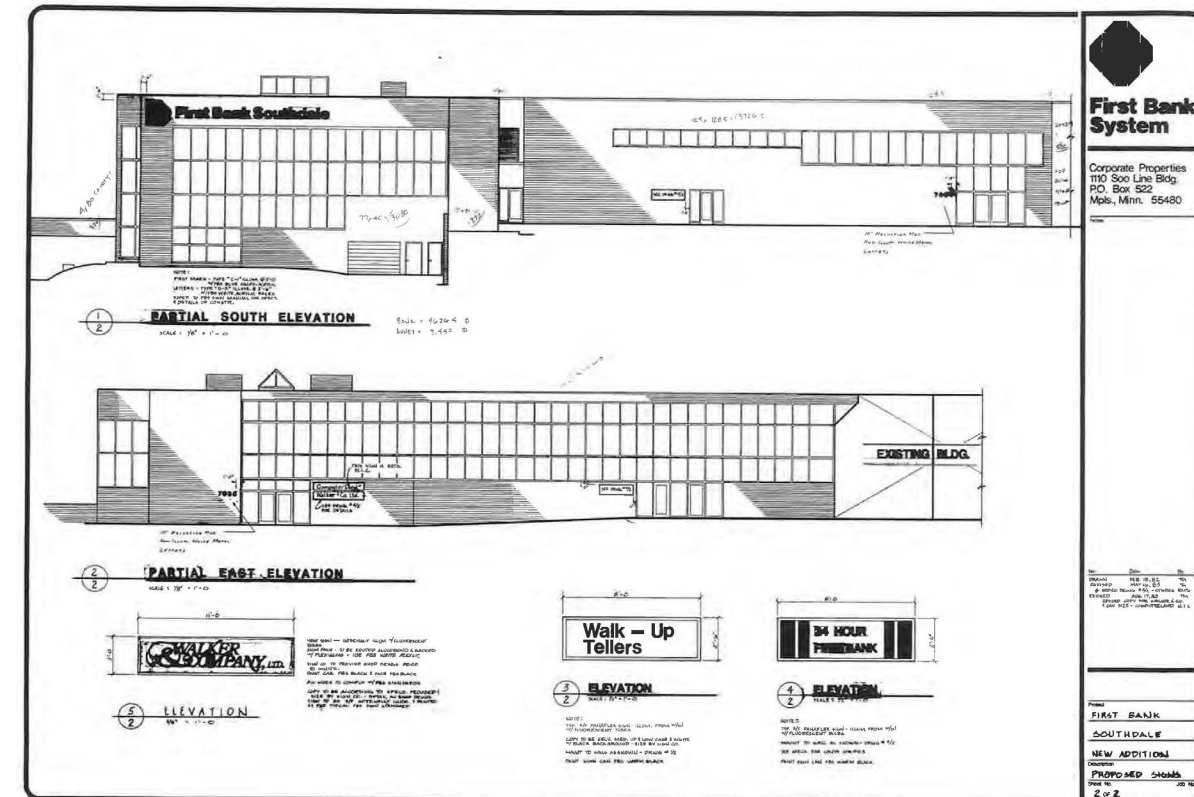
Existing Conditions



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Commercial site qualifies as 15 year
Renewal TIF District



Developers



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Brent Webb, Development Executive

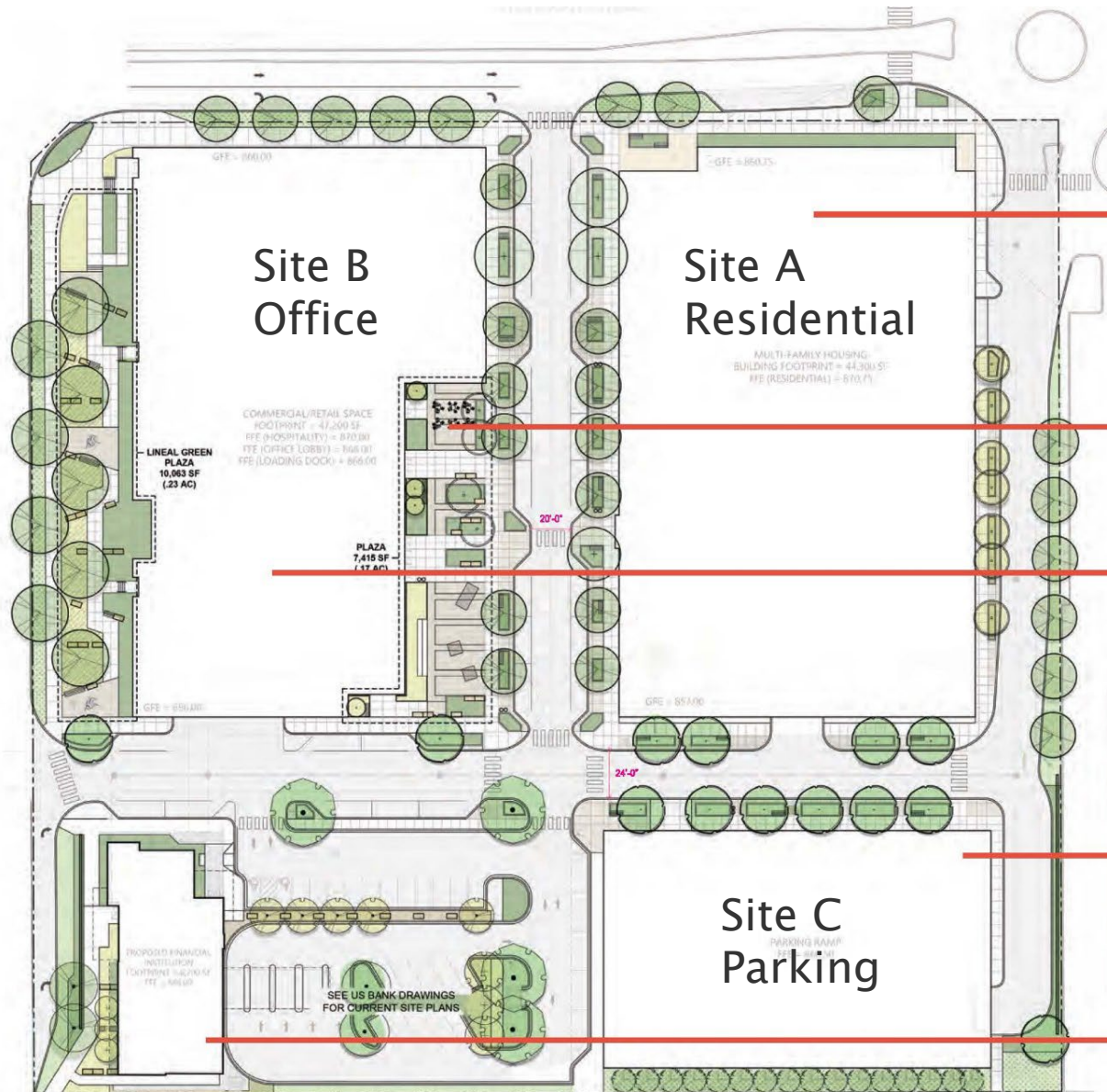


Ted Carlson, Founder, CIO

Site Plan with Four Parcels



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SITE A
~490,000 GROSS SF
~267 DWELLING UNITS
317 RESIDENTIAL PARKING STALLS
127 COMMERCIAL PARKING STALLS

PLAZA & POCKET PARK
~7,500 SF

SITE B
~275,000 GROSS SF
~165,000 SF OFFICE
~35,000 SF COMMERCIAL OFFICE
128 BELOW GRADE PARKING STALLS

SITE C
~170,000 GROSS SF
~1,300 SF BICYCLE FACILITY
540 PARKING STALLS

SITE D - US BANK (PHASE 1)
- SITE PLAN APPROVED

Preliminary
Zoning
Approved
Nov. 16, 2021

Final zoning
anticipated
June 21, 2022

Phases I & 2 Daytime Rendering



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Phases I & 2 Dusk Rendering



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Phases I & 2 Birds Eye Rendering



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Phase 2 Plaza Rendering



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Phase 2: Site C Parking Renderings



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Many Public Benefits Possible



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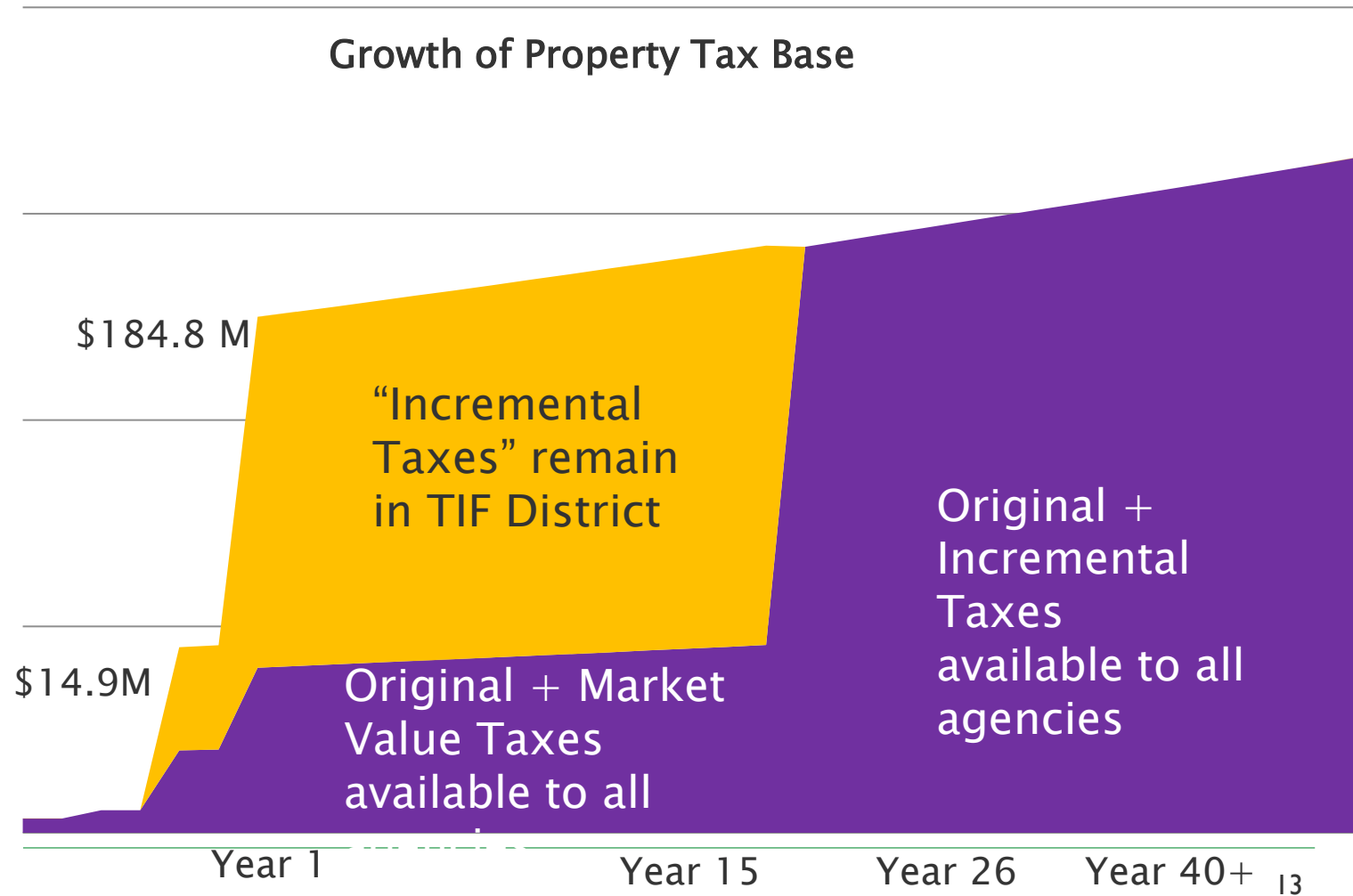
- FIRST project to apply Southdale Design Guidelines
- FIRST to apply new Sustainability Policy
- FIRST new multi-tenant Class A office building in 20+ years
 - post-pandemic design
 - attract new tenants and new employees
- NEW street grid layout
- NEW structured parking for shared use
 - public easement (limited)
 - Conversion to fee title ownership if parking no longer needed
- NEW public plaza
- Other Contributions
 - property tax base
 - park dedication fees
 - SAC/WAC
 - housing trust fund

What is TIF?

- Economic development financing tool used throughout the U.S.
- Governed by Minnesota Statute
- Enabled by City Council
- “Tax Increment” Financing - uses growth in property tax base to fund private investment and public infrastructure



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Staff Evaluation – Tax Base Growth



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	Current conditions (2022)	Estimate after redevelopment (2026)	Estimated Growth
Estimated Market Value	\$14.9 M	\$184.8 M	12x
Annual Property Taxes Paid	\$484,579	\$2,467,494	5x

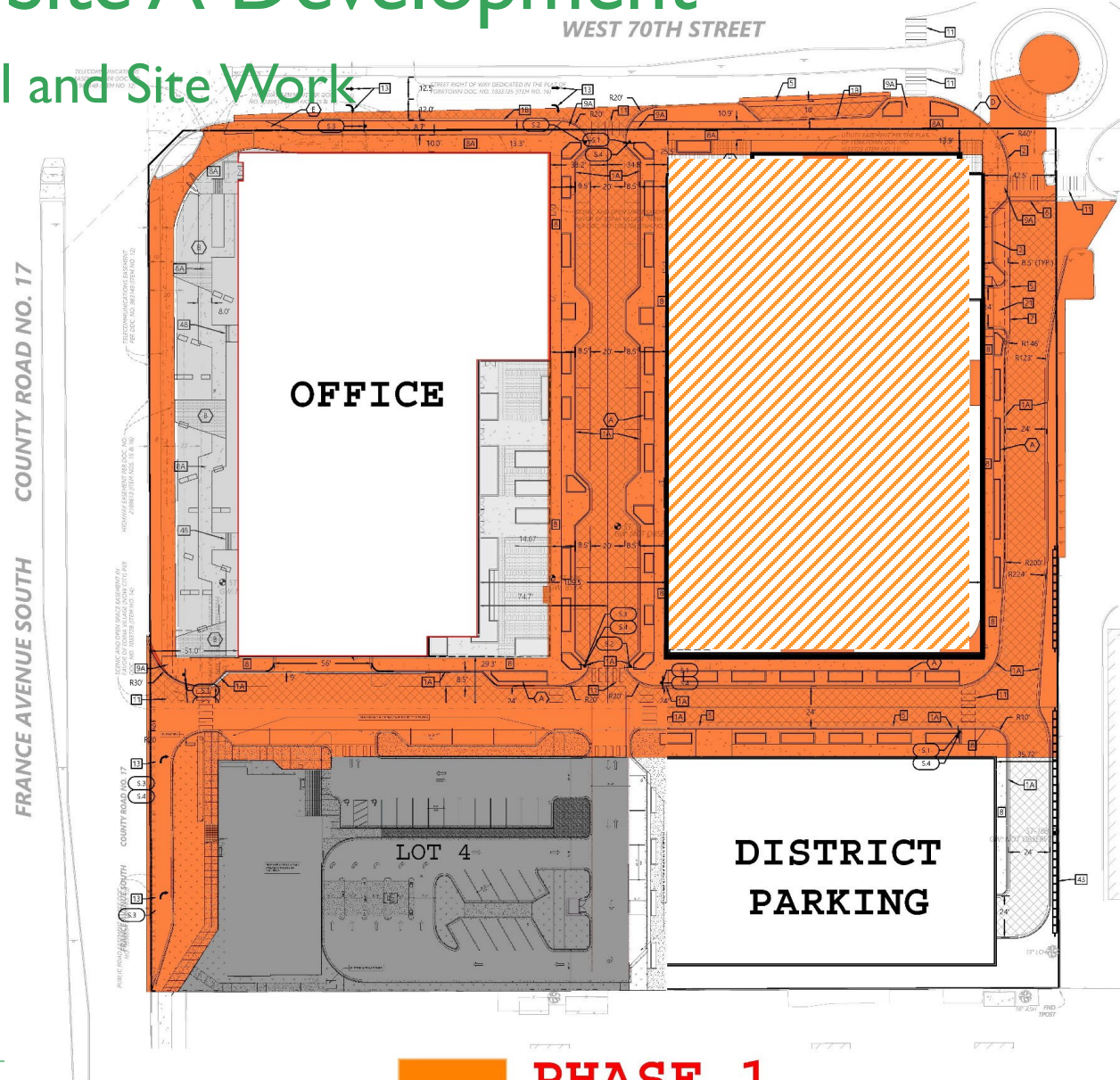
- This degree of growth would not happen if the site was remodeled or rebuilt as a simple commercial structure
- Redevelopment projects of this scale and caliber deliver a tremendous boost to the tax base
- Without TIF, the proposed project does not appear to be viable

Phase I: Site A Development



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- Residential and Site Work



Phase 1 Residential and site work

- Demo: Q2 to Q4 2023
- Site prep: Q2 2023 to Q1 2024
- Construction Q1 2023 to Q3 2025
- Occupancy: Q1 to Q4 2025

PHASE 1

Sources, Uses & Returns

Phase I – Site Work and Site A (housing)



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Source of Funds	Amount	
First mortgage	\$ 90.2 M	
Other loan	\$ 4.5 M	
Total Debt	\$ 94.7 M	68%
Grants	\$ 0.5 M	
Equity partner	\$ 43.5 M	31%
Total	\$138.7 M	

Uses of Funds	Amount	
Land acquisition	\$ 7.0 M	5%
Hard Costs / Construction	\$103.1 M	74%
Permits/fees	\$ 7.5 M	5%
Soft Costs	\$ 2.7 M	2%
Financing Costs	\$ 5.1 M	4%
Developer Fee	\$ 4.8 M	3.5% cap
Escrow / Reserves	\$ 8.5 M	6%
Total	\$138.7 M	

Without TIF, Cash on Cost returns = 5.08% ... **BELOW** the threshold

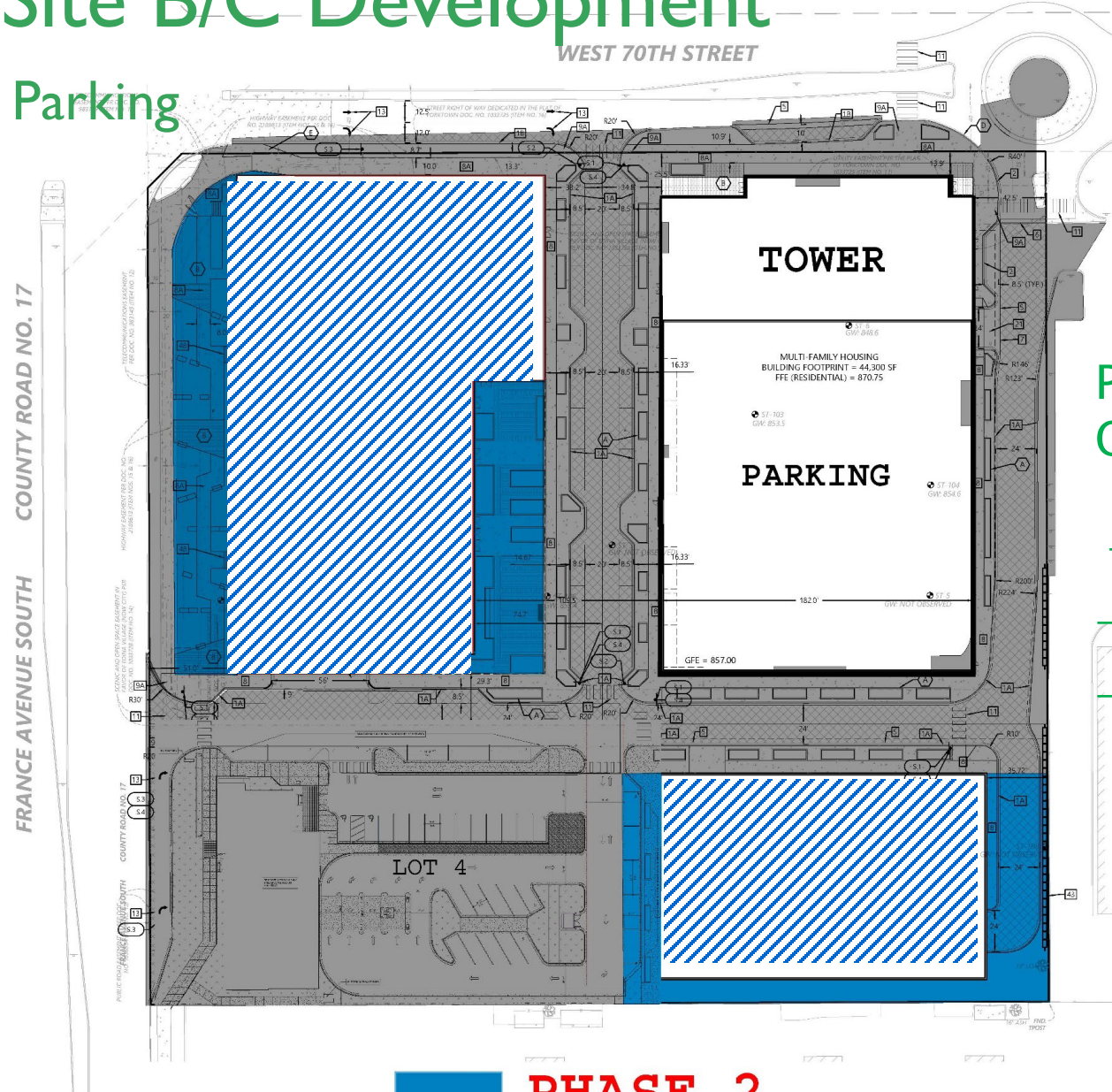
With TIF, returns capped at 6.00% ... **SATISFYING** the threshold to proceed

Phase 2: Site B/C Development

- Office and Parking



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Phase 2
Office, parking and plaza

- Site Prep: Q2 2023 to Q3 2026
- Construction: Q2 2023 to Q3 2026
- Occupancy: Q3 2026 +

PHASE 2

Sources, Uses & Returns

Phase 2 – Site B/C (office and parking)



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Source of Funds	Amount	
First mortgage	\$ 74.9 M	65%
Other loan	\$ 15.3 M	13%%
Grants	\$ 0.5 M	
Equity	\$ 24.5 M	21%
Total	\$115.3 M	

Uses of Funds	Amount	
Land acquisition	\$ 7.3 M	6%
Hard Costs Shell & TI	\$ 83.1 M	72%
Permits / fees	\$ 1.4 M	1%
Soft Costs	\$ 5.0 M	4%
Financing Costs	\$ 3.7 M	3%
Developer Fee	\$ 4.0 M	3.5% cap
Escrow / reserves	\$ 10.7 M	9%
Total	\$115.3 M	

Without TIF, Cash on Cost returns = 6.66% ... **BELOW** the threshold

With TIF, returns capped at 8.00% ... **SATISFYING** the threshold to proceed

(Potentially) Eligible TIF Costs per MN Statute



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Statutory Eligible Expenses	Estimated Cost
Land Acquisition	\$12,000,000
Parking (structured)	\$15,494,364 (Ph 1) \$16,207,091 (Ph 2)
Site prep, storm water	\$3,283,200 (Ph 1) \$1,927,841 (Ph 2)
Storm water management	\$716,800 (Ph 1) \$709,325 (Ph 2)
Demolition and remediation	\$800,000
Public plaza with streetscape and art	\$1,133,005 \$ 300,000
City TIF advisors	<u>\$ 200,000</u>
TOTAL =	\$52.4+ million

- Follow Minnesota statutes regarding eligible expenses
- Follow Edina policy regarding TIF reimbursement
- Less than 45% of “eligible” costs will be “reimbursable”



TIF Reimbursable Expenses (3.2)

Total Reimbursable Costs		Approx. Cost	
		Phase 1	Phase 2
1)	Demolition, remediation	\$ 800,000	
2)	Site improvements including site prep, utilities, dewatering, internal roadways, surface parking, sidewalks, landscaping, streetscaping, stormwater	\$ 3,281,472	\$ 3,816,272
3)	Public plaza(s) on Site B		\$1,133,005
4)	Public parking on Sites A & C	\$ 718,528	\$12,050,722
5)	City's expenses for TIF study	\$ 200,000	
	Total =	\$5,000,000	\$17,000,000

Expenses NOT eligible for TIF reimbursement



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Description of In-eligible Work

A	Private (executive) parking for office building
B	Private (residential) parking for residential high rise
C	Construction costs of office building
D	Construction costs of residential high rise
E	Design & other soft costs of private buildings
F	Any costs of the single-story bank

no
T I F
used for
these items

Fundamental Terms for Private Investment



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1. Developer secures debt and equity
 - Phase I = \$138.7 million
 - Phase II = \$115.3 million
2. Developer to pursue grants from DEED and Met. Council
3. Developer bears all financial risk
4. Budget to include contingency and escalation costs
5. Finance separately and build in two phases
 - contingencies provided if Phase 2 not begun within 3 years
 - temporary landscape, use restrictions, purchase option (Exh M-I & N)

Terms of Public Financial Participation



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1. City & HRA to issue Pay-Go TIF Notes upon completion of each phase
 - NTE \$5.0 million for Phase I site prep and parking
 - NTE \$17.0 million for Phase 2 site prep, plaza and parking
 - Principal amount reviewed prior to issuance based on actual costs
 - Interest bearing NTE 4.25%
 - Combined NTE 10% of total cost
 - Payable over 15 years (max)
2. City & HRA bear NO financial risk
 - Notes payable AFTER completion of each phase
 - Notes payable only from incremental property taxes collected from site (base taxes still distributed to taxing agencies)

Clawbacks to Prevent Over Payment (3.4d)



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- Phase 1: \$5M Note:
 - Lookback upon sale or 10 years after issuance earliest
 - Note terminates and clawback applied if excess returns realized:
 - 20% IRR in years 1 - 4
 - 18% IRR in years 4 - 7
 - 16% IRR in year 8 plus
 - Clawback is 50% of excess profit, not to exceed value of TIF Note
- Phase 2: \$17 M Note:
 - Lookback upon sale or 10 years after issuance (earliest)
 - Clawback applied if excess returns realized:
 - 22% IRR in years 1 - 4
 - 19% IRR in years 4 - 7
 - 16% IRR in year 8 plus
 - Clawback is 50% of excess profit, not to exceed value of TIF Note
 - Note survives if clawback is less than balance due

Public Benefits

- Subdivision of “Super Block”



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- Site plan creates four separate building pads
- Permanent easements for new private roads and sidewalks
 - 71st Street
 - Ewing Avenue
 - Drew Avenue
- Increases level of connectivity
- Distributes traffic among multiple routes
- Provides access within the site
- Creates future access routes for adjacent parcels

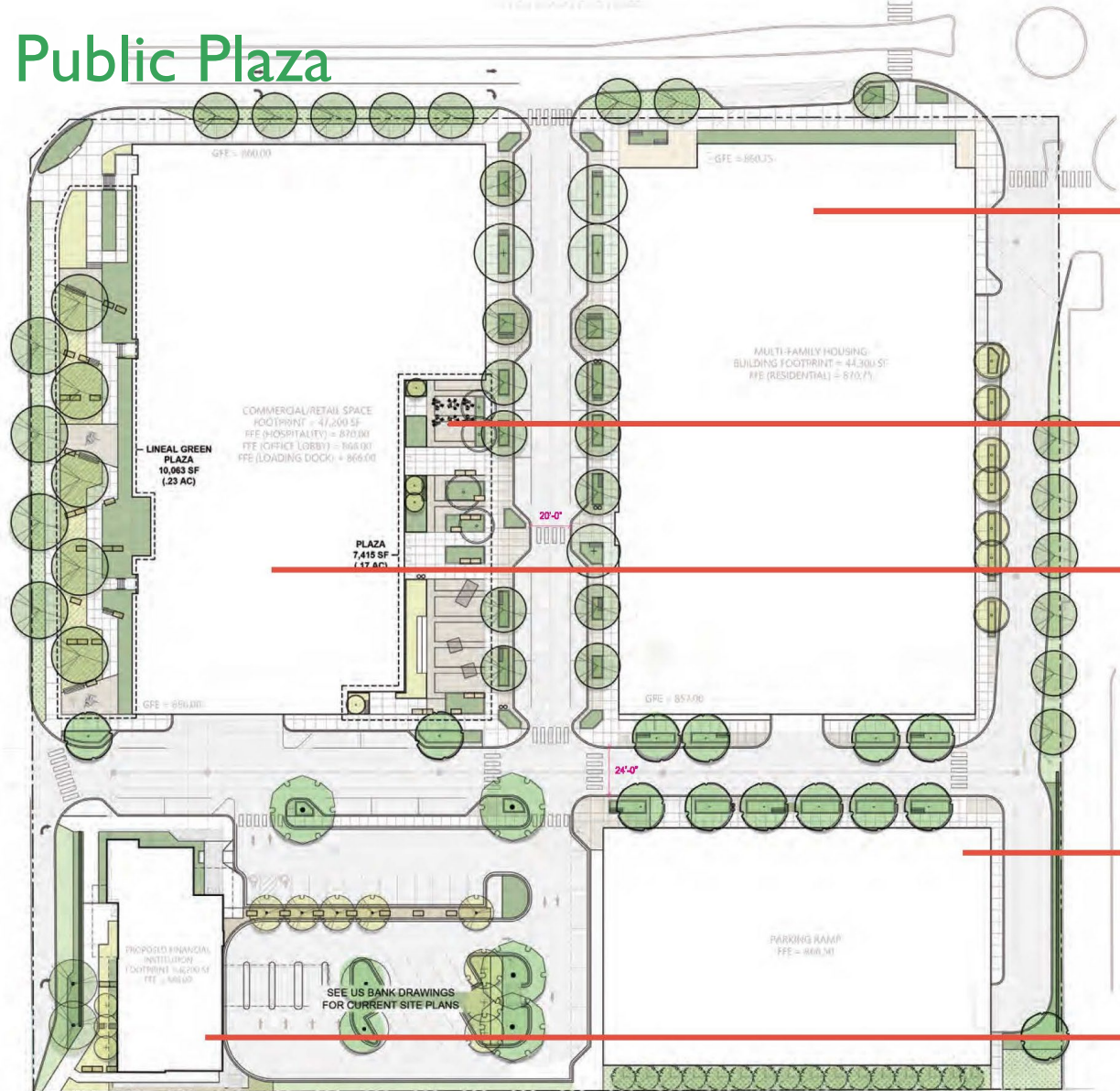
Greater Southdale Area District
Design Experience Guidelines

Public Benefits – Public Realm, Streetscapes and Public Plaza



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Greater Southdale Area District Design Experience Guidelines



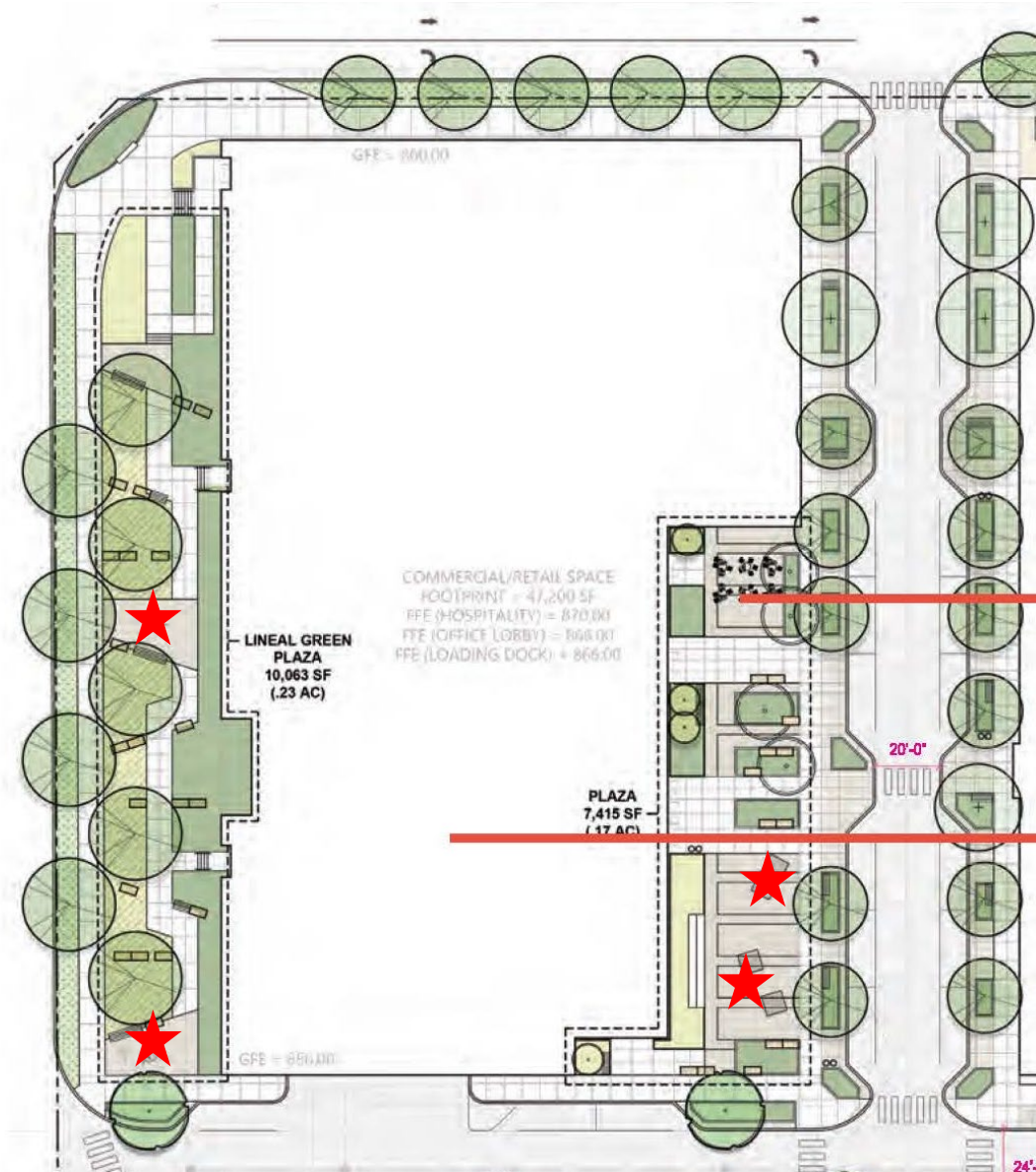
- Streetscape, sidewalks, landscaping along 70th St and France Ave
- Streetscape, sidewalks, landscaping and on-street parking along interior roadways
- Public plaza at 71st and Ewing
- Permanent public easements
- Privately owned, privately maintained
- Allow Metro Transit bus stops

Public Benefits – Public Art (Section 4.7)



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Greater Southdale Area District Design Experience Guidelines



- Two public art sculptures along France Ave.
- Two public art sculptures in interior plaza
- One public art piece on 70th St.
- Public easement to remain on site
- Privately owned
- Privately maintained
- Selected with community input
- \$300,000+ budget

Public Benefits

- Sustainability Features (Section 4.8)

- Apply Edina's new Sustainability Building Policy
 - Site A = LEED certified
 - Site B = EnergyStar certified
 - Site C = ParkSmart certified
- Solar Panels on Site C and solar-ready rooftops where practical
- Electric Vehicle chargers in all sites
- Stormwater Management for all sites



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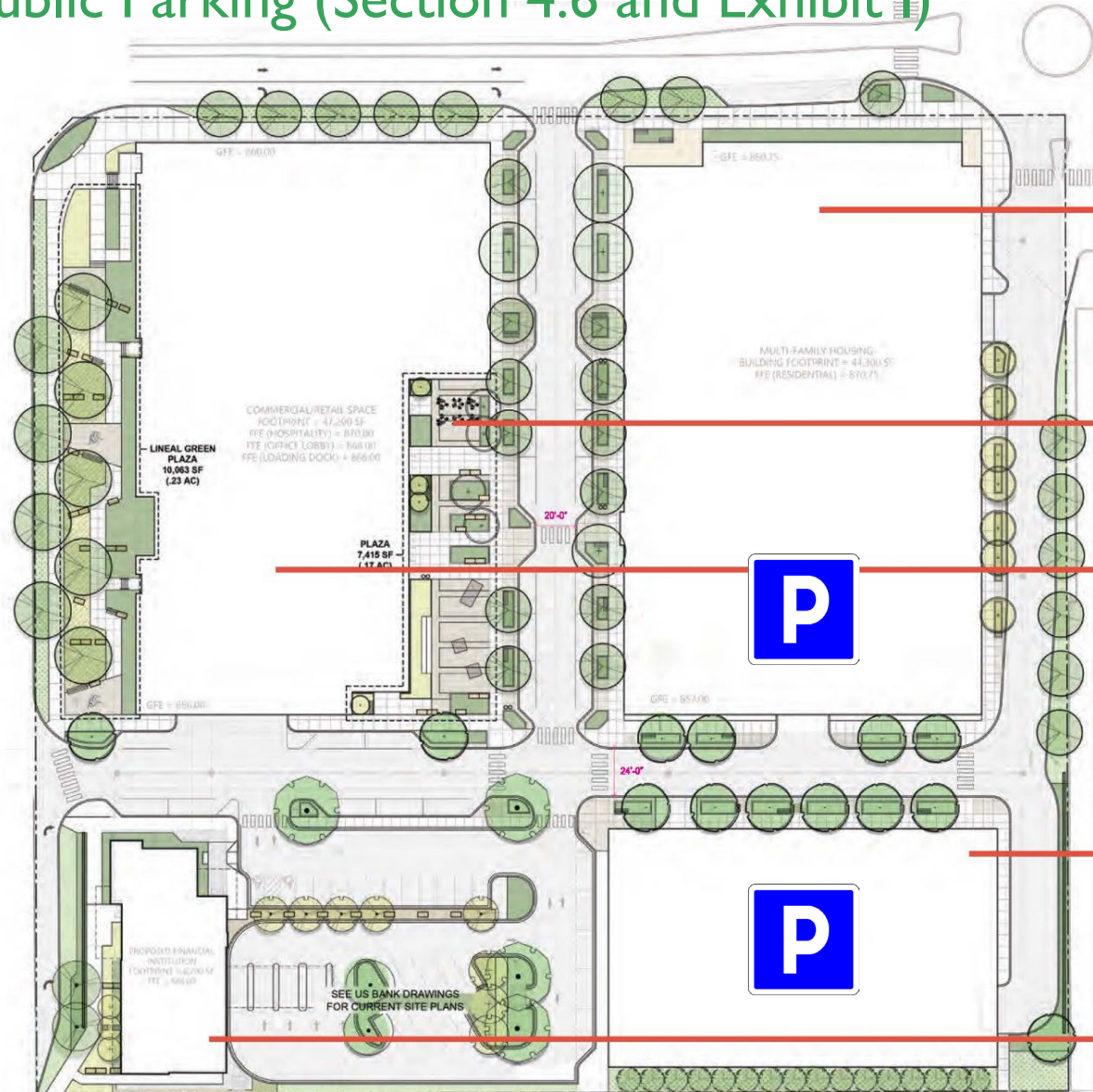


Public Benefits

- District & Public Parking (Section 4.6 and Exhibit I)



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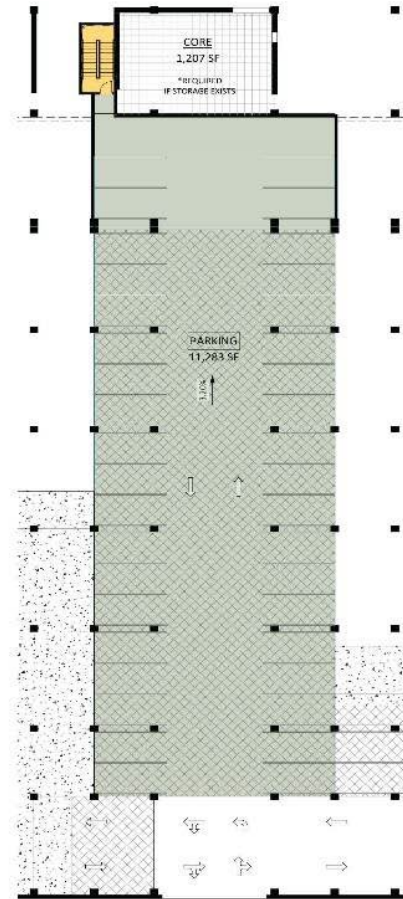
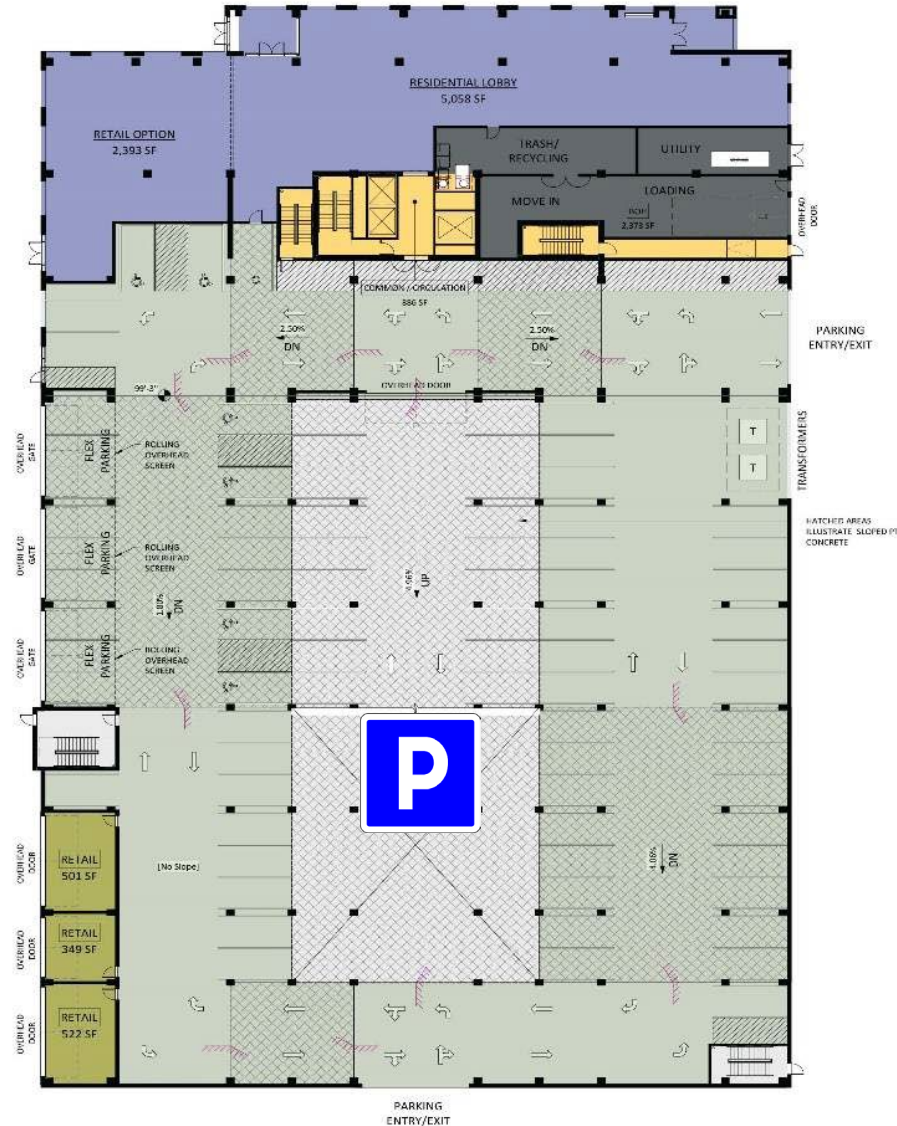
Greater Southdale Area District
Design Experience Guidelines



Public Benefits – Site A District Parking (Exh I)



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Available:
24 / 7 / 365

Reasonable time
limits and
restrictions

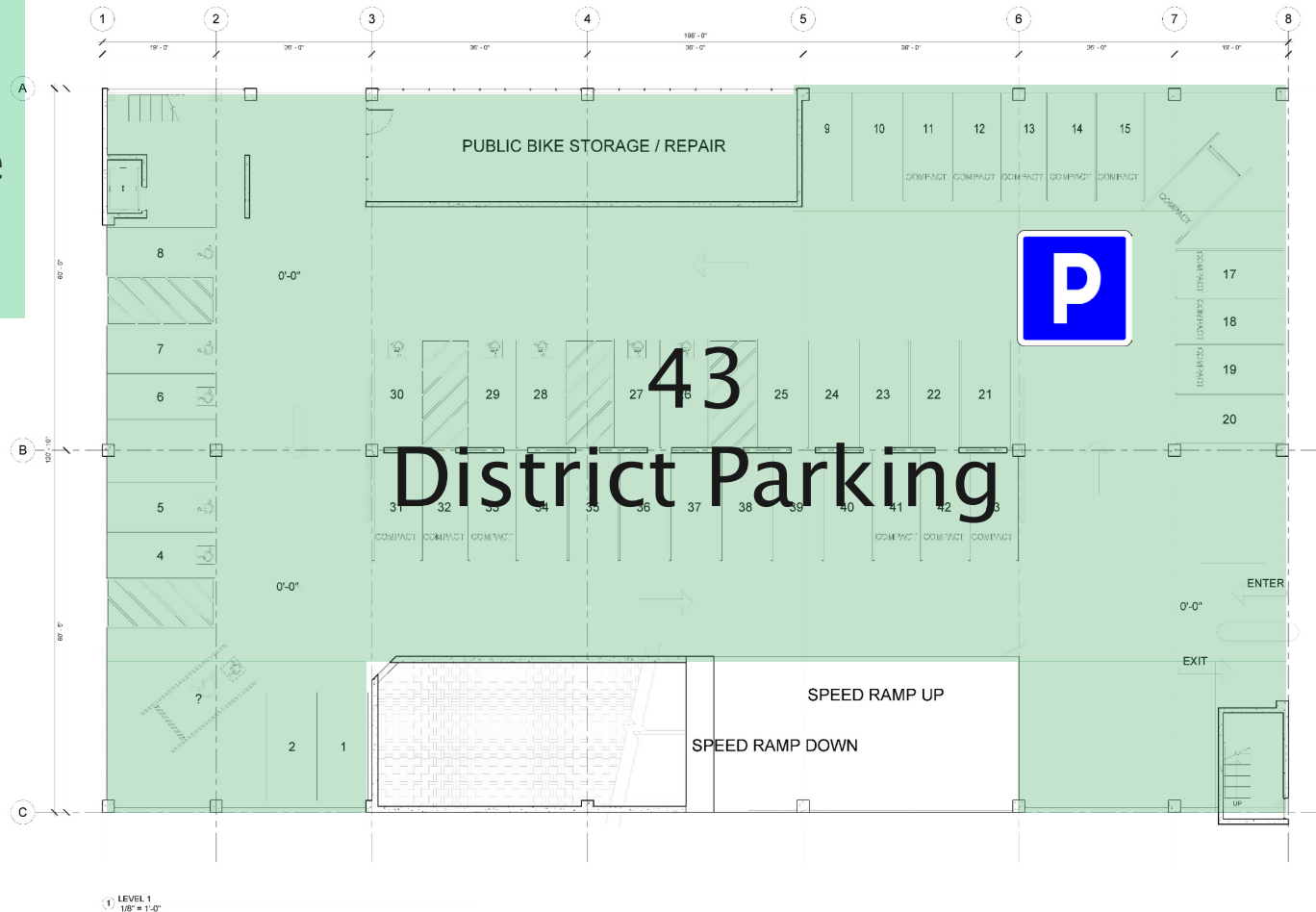
Public Benefits – Site C District Parking (Exh I)



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Available:
24 / 7 / 365

Reasonable time
limits and
restrictions



REVISIONS
NO. DATE DESCRIPTION

The City of Edina, Minnesota, is not responsible for the design, construction, or operation of this project. The City of Edina, Minnesota, is not responsible for the design, construction, or operation of this project.

Signed:

Name:

License No.:

phase PRELIMINARY DEV / PUD
date 9/13/2021
P/C MEB
drawn by SA
project number 21-008
project name

70th & FRANCE

FLOOR PLANS

A100

Public Benefits – Site C Public Parking (Exh I)



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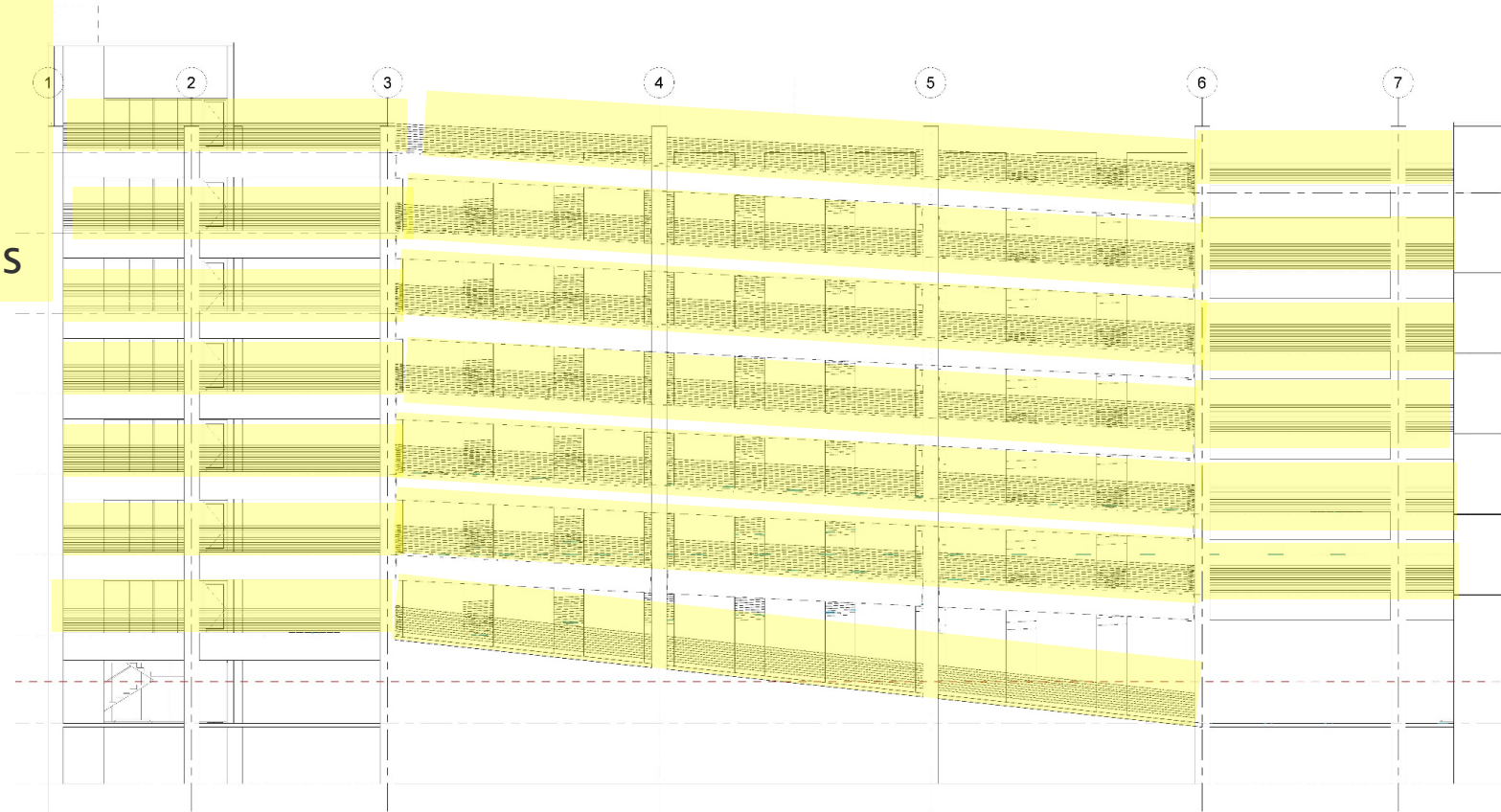
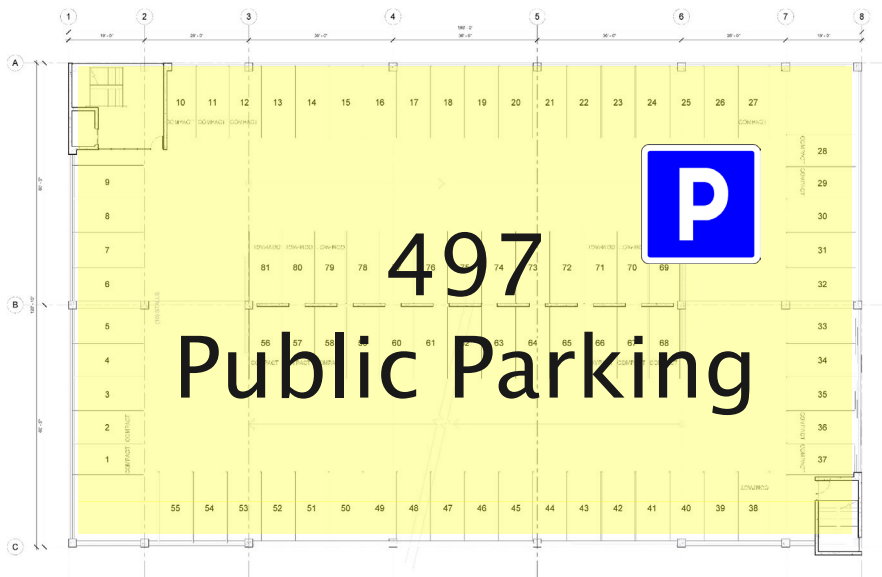
Available:

M–F late afternoon, evenings & nights

Sat, Sun all day

Holidays all day

Reasonable time limits and restrictions



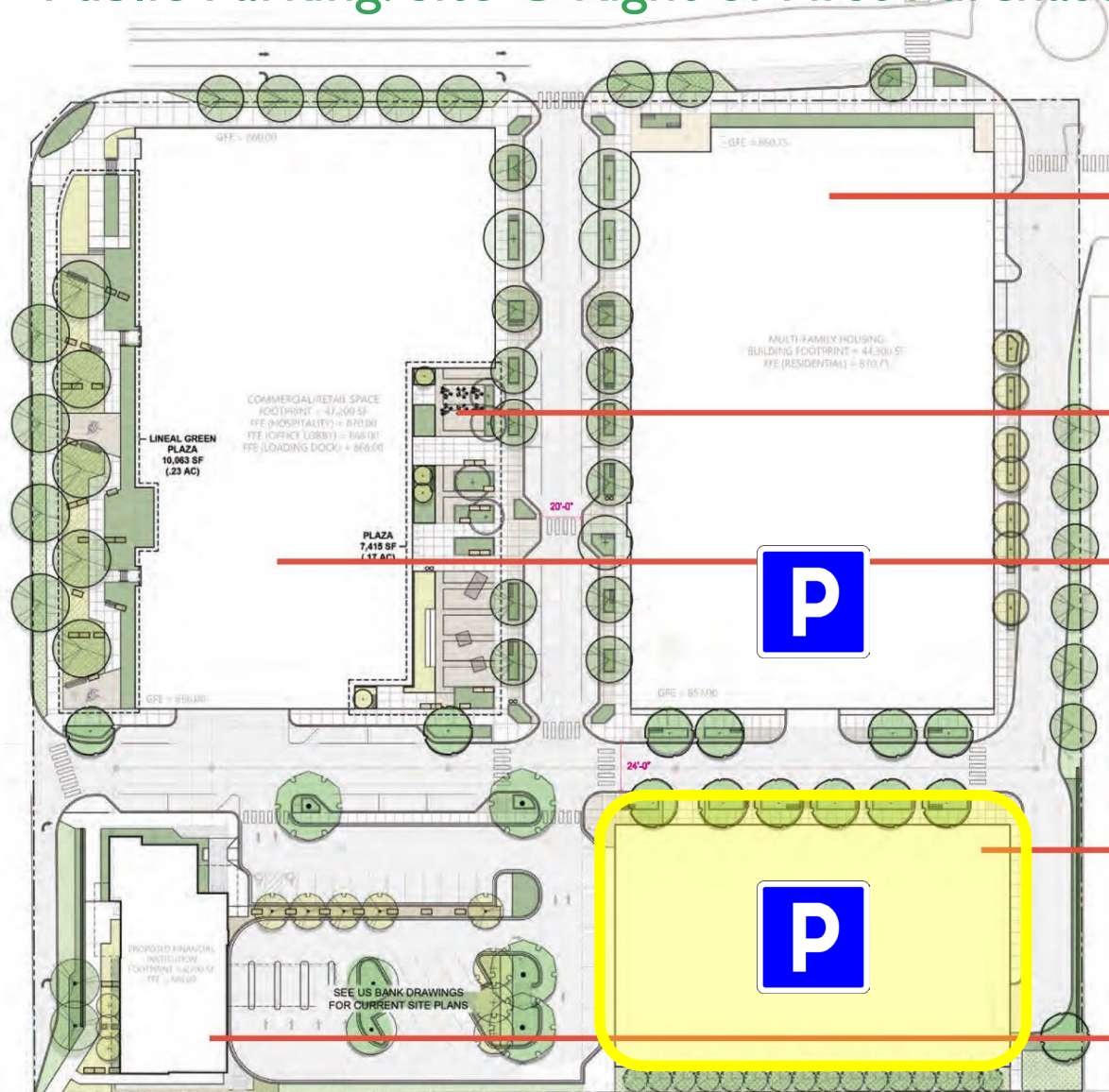
East–West Cross Section

Public Benefits

- Public Parking: Site C Right of First Purchase Offer



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In light of future anticipated changes in driving habits, the HRA has secured the alternative benefit:

- First right to purchase the Site C land for nominal amount (\$1)
- If owner determines that 540 parking stalls are no longer needed on the site or
- If owner is unable to fulfill the easement obligation to provided public parking or
- If owner allows Site C to fall into disrepair and has not cured the default

Public Benefits

- Advancing Diversity and Equity Goals (Section 4.9)



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- Goals identified
 - 25% of work awarded to qualified MBE and WBE companies
 - 32% of total job hours filled by BIPOC
 - 10% of total job hours filled by women
- Good faith efforts required
 - Developer must follow “community participation plan”, monitor progress and report results
 - Penalty if no effort made



Image Source: Commercial Construction and Renovation

Recommended Actions



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In summary, staff recommends HRA approval of both agreements:

- Phase 1 (Site A) TIF Redevelopment Agreement
- Phase 2 (Sites B/C) TIF Redevelopment Agreement



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Questions / Discussion

Redevelopment Agreement
(7001 France Avenue – Site A)

by and among

City of Edina, Minnesota,

Housing and Redevelopment Authority of Edina, Minnesota,

and

MDI France Avenue, LLC

Dated as of
June 30, 2022

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

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LIST OF EXHIBITS

Exhibit A	Project Site Plan
Exhibit B	Final Development Plan
Exhibit C	Initial TIF Pro Forma
Exhibit D	Form of Go-Ahead Letter
Exhibit E	Form of Certificate of Completion with Completion Checklist
Exhibit F	Memorandum of Redevelopment Agreement
Exhibit G	Form of Site A TIF Note
Exhibit H	Sample IRR Calculations and Site A TIF Adjustment Calculation
Exhibit I	Form of Parking Easement Agreement
Exhibit J	Equity and Inclusion Community Engagement Plan
Exhibit K	Form of Equity and Inclusion Report

REDEVELOPMENT AGREEMENT
(7001 France Avenue – Site A)

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into June 30, 2022 (“Effective Date”), by and among the **City of Edina, Minnesota**, a Minnesota statutory city (the “City”), the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and **MDI France Avenue, LLC**, a Minnesota limited liability company (“Developer”).

RECITALS

A. Pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, as amended (the “TIF Act”), the Authority is authorized to finance certain eligible redevelopment costs of redevelopment projects with tax increment revenues derived from a tax increment financing district established in accordance with the TIF Act.

B. The City and the Authority previously established the “Southeast Edina Redevelopment Project Area” pursuant to Sections 469.001 through 469.047, inclusive, of the TIF Act, in an effort to encourage the development and redevelopment of such designated area within the City (the “Redevelopment Area”).

C. In accordance with the TIF Act, the Authority has analyzed the current use of that certain land within the Redevelopment Area located at 7001 France Avenue (the “Project Area”), as such Project Area is legally described as Lot 1, 2, 3, 4 (each a “Lot”), Block 1, in the plat of A M N Addition, Hennepin County, Minnesota, including a building-by-building structural analysis, and determined that the Project Area is currently underutilized, with obsolete structures and physical arrangements, substantial vacant areas, and potential contamination, with outdated and inadequate public infrastructure and circulation.

D. The Project Area is divided into four sites defined and further described in this Agreement as Site A, Site B, Site C and Site D. This Agreement is for the redevelopment of Site A. A separate Site B/C redevelopment agreement will be concurrently entered into by Developer, the City, and the Authority for the redevelopment of Site B and Site C (the “Site B/C Redevelopment Agreement”) with the intention being that Site B and Site C will be conveyed by Developer to Orion Investments (defined below) in the first quarter of 2023, and that the Site B/C Redevelopment Agreement will be assigned to the same party on the date of such conveyance.

E. Having analyzed the current land use in the Project Area, consistent with the TIF Act, the Authority and the City held public hearings after appropriate notices to consider the need and desirability for adoption of a tax increment financing plan and the creation and establishment of the Project Area and certain other adjoining land as a tax increment financing district pursuant to the TIF Act, and determined that absent such authorization and the provision of certain funds to undertake various qualified redevelopment activities, the redevelopment contemplated herein would not be undertaken.

F. After such hearings, the Authority and the City, having determined that the creation and establishment of a tax increment financing district in the Project Area and such other adjoining land is in the public interest, the Authority and the City established the 70th and France Tax Increment Financing District (a renewal and renovation district) (the “TIF District”) under the TIF Act and adopted the Tax Increment Financing plan (the “TIF Plan”) for the TIF District in accordance with Minnesota Statutes, Section 469.175, pursuant to Authority Resolution No. 2022-05.

G. Developer has requested, and the City has approved, pursuant to the City Approvals (defined herein), rezoning of the Project Area to a Planned Unit Development and a final development plan for the redevelopment of Project Area.

H. As described in the City Approvals, the Project Area is to be redeveloped by demolition of the existing 66,200 square foot office and bank building and related parking and improvements located on the Project Area and the phased development and construction of the buildings and other improvements described below (collectively, the “Project”), as such Project is generally depicted on the Project Site Plan attached as **Exhibit A**, and all to be constructed at the general scale and massing using the architectural quality, exterior finish materials and landscaping as shown in the Final Development Plan:

- (i) A high-rise residential element containing 24 stories, approximately 267 market-rate residential units with approximately 1,500 square feet of retail, and above ground structured parking for exclusive use of building tenants and guests (the “High-Rise Residential Element”), and including approximately 118 public parking stalls (the “Site A Public Parking”), located on Lot 2 (such Lot referred to herein as “Site A”). Site A will be developed by Developer or its permitted assignee hereunder in accordance with this Agreement.
- (ii) A commercial element containing 7 stories and approximately 242,000 rentable square feet of office/retail building, and one level of underground parking that is exclusively for the use of building tenants (the “Commercial Element”), and including a 7,500 square foot public plaza (the “Public Plaza”), each located on Lot 1 (such Lot referred to herein as “Site B”). It is anticipated that Site B will be developed by Orion Investments as a permitted assignee of Developer or Orion Investments’ permitted assignee under and pursuant to the Site B/C Redevelopment Agreement.
- (iii) An 8-level, approximately 170,357 gross square feet district parking facility with approximately 540 parking stalls (including public parking stalls as described in the Site B/C Redevelopment Agreement) and an approximately 1,300 square foot bicycle facility, and including the on-site solar array described in the Site B/C Redevelopment Agreement (collectively, the “District Parking”) located on Lot 3 (such Lot referred to herein as “Site C”). Site C will be developed by Orion Investments or its permitted assignee under and pursuant to the Site B/C Redevelopment Agreement.
- (iv) A one-story, 24-foot tall approximately 6,500 square foot US Bank branch with drive-through and surface parking for building employees and customers (the “Bank Element”) located on Lot 4 (such Lot referred to herein as “Site D”). Site D is owned by U.S. Bank and the Bank Element may be constructed and/or developed by Developer or others, but the Bank Element is not eligible for any TIF Assistance.
- (v) Interior access roadways tentatively designated as Ewing Avenue, Drew Avenue and 71st Street creating a grid street pattern between the Lots as generally depicted on the Project Site Plan and establishing future through-connections on adjacent properties and including the roundabout at 70th Street and Drew Avenue and such other related streetscape and other improvements, all as required under the terms of the City Approvals and in the areas generally depicted on the Project Site Plan (the “Interior Street Grid”). The Interior Street Grid will be constructed by Developer or its permitted assignee hereunder in accordance with this Agreement.

- (vi) The sidewalk, streetscape, and landscape improvements and amenities (the “Sidewalks and Streetscapes”) along 70th Street and France Avenue adjoining the Project and along the Interior Street Grid inside the curb line, as required under the terms of the City Approvals and in the areas generally depicted on the Project Site Plan.

I. Upon completion, the Project is anticipated to deliver many benefits to the general public. In addition to the redevelopment of an underutilized building and long-term increase in the property tax base, the Project will deliver additional public benefits including, stormwater improvements, environmental remediation, streetscape improvements, permanent sustainability features and public parking, . Upon completion, the Project will also enable several improvements to the local transportation network including improvements for pedestrians, bicyclists, and motorists. These improvements are intended to benefit the Project, the adjacent properties, the surrounding neighborhoods and the general public who travel to and through this area.

J. The Authority and the City have adopted findings which include a determination that (i) the redevelopment to occur through the proposed Project would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the Project Area that could reasonably be expected to occur without the use of the tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the Project’s tax increments for the 15-year duration of the TIF District, (ii) that the proposed Project conform to the general plan for the development or redevelopment of the City as a whole, and (iii) that the proposed Project affords maximum opportunity consistent with the sound needs of the City as a whole, for the development or redevelopment of the TIF District by private enterprise.

K. Upon certification of the TIF District and the satisfaction of certain conditions set forth in this Agreement, the Authority will provide Developer (or its permitted assignee) certain TIF Assistance (as defined herein) in accordance with Article III of this Agreement in connection with Developer’s development and construction of the Project improvements and elements described below (collectively, referred to herein as the “Minimum Improvements”):

- (i) the High-Rise Residential Element (excluding any retail and/or commercial tenant improvements in the commercial space therein), including the Site A Public Parking;
- (ii) the Interior Street Grid, including all required site preparation, soil correction, utilities and underground storm water systems necessary to establish four building pads as shown on Site Plan;
- (iii) the Phase 1 Sidewalks and Streetscapes (defined herein); and
- (iv) the Site A Public Art (defined herein).

L. Furthermore, upon certification of the TIF District and the satisfaction of certain conditions set forth in the Site B/C Redevelopment Agreement, the Authority will provide Developer or Orion Investments or their permitted assignee certain “TIF Assistance” pursuant to the “Site B/C TIF Note” as defined and in accordance with Article III of the Site B/C Redevelopment Agreement (the “Site B/C TIF Note”) in connection with the development and construction of the Project improvements and elements described below (as more particularly described in the Site B/C Redevelopment Agreement, collectively, “Site B/C Minimum Improvements”):

- (i) Commercial Element, including the Public Plaza;

- (ii) District Parking;
- (iii) the Phase 2 Sidewalks and Streetscapes (defined herein); and
- (iv) The Site B/C Public Art (defined herein)

NOW, THEREFORE, in consideration of foregoing Recitals, which are incorporated into the provisions of this Agreement by this reference, and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

Article I

Recitals; Exhibits, Definitions

1.1 Recitals. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. All defined terms may be used in the singular or the plural, as the context requires.

“Agreement” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented.

“Authority” means the Housing and Redevelopment Authority of Edina, Minnesota.

“Authorized Representative” means, with respect to the Authority, the Executive Director of the Authority or its designee, and, with respect to the City, the City Manager or its designee.

“Available Tax Increments” means up to **50%** of the Tax Increments received and retained by the Authority from the County during any applicable time frame.

“Bank Element” has the meaning set forth in Recital H.

“Board” means the Board of Commissioners of the Authority.

“Certificate of Completion” means a certificate in substantially the form attached as Exhibit E, signed by the Authorized Representative for the Authority, to be issued pursuant to the terms of Section 4.12.

“City” means the City of Edina, Minnesota.

“City Approvals” means, collectively, the PUD Ordinance, the Project Approval Resolution, the Final Development Plan, and the Development Contract, and all other approvals, permits, licenses, and agreements issued by or entered into with the City, the Authority, or other governmental authority relating to the Project, the Project Area and/or Developer.

“City Consultants” means the financial, engineering, legal, TIF eligibility and other similar advisors to the City and the Authority.

“City Council” means the City Council of the City.

“City Parties” means the City and the Authority, and their respective governing body members and elected officials, officers, employees, agents, independent contractors and attorneys.

“City Easement(s)” has the meaning set forth in Section 4.6(a).

“Commencement” means (i) with respect to pre-construction activities necessary for Commencement of the vertical construction of the Minimum Improvements (e.g., demolition, environmental remediation and site preparation), actual physical activity related to such pre-construction activity and (ii) with respect to vertical construction of the Minimum Improvements, the date on which actual physical construction of the building foundation begins.

“Commercial Element” has the meaning set forth in Recital H.

“Completion” means (i) with respect to the Minimum Improvements, Developer’s receipt of the Certificate of Completion from the Authority and (ii) with respect to the individual aspects of the Minimum Improvements described in the Minimum Improvements timeline set forth in Section 4.1, substantial completion of such aspect or element such that Developer can proceed with Commencement of the next aspect or element in a manner consistent with normal construction practices

“County” means the County of Hennepin, Minnesota.

“Cure Rights” means the rights to cure a Default as specified in Section 9.4 before such Default is deemed to be an Event of Default.

“Default” means an act or omission by the City, the Authority or Developer which becomes an Event of Default under this Agreement if it is not cured following notice thereof from the other party pursuant to any applicable Cure Rights.

“Default Date” has the meaning set forth in Section 4.1(a).

“Developer” means **MDI France Avenue, LLC**, a Minnesota limited liability company, and its permitted successors and assigns in accordance with this Agreement.

“Development Contract” means that certain Site Improvement Performance Agreement for Site A dated on or about an even date herewith, by and between the City and Developer, and recorded against Site A.

“District Parking” has the meaning set forth in Recital H.

“Effective Date” means the date of this Agreement set forth in the preamble above.

“Environmental Law” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (a) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“Event of Default” means any of the events by the City, the Authority or Developer described in Article IX.

“Final Development Plan” means the final development plans for the Minimum Improvements and the Project as approved by the City pursuant to the Project Approval Resolution and the PUD Ordinance, and attached hereto as **Exhibit B**.

“Financing Commitments” means financing commitments, term sheets and/or other evidence of Project financing commitments from debt and equity sources sufficient, with all other available sources of funding, to fund all costs to construct the Minimum Improvements, all in a form reasonably satisfactory to the Authority and disclosing (i) the identity of the mortgage lender(s), (ii) mortgage rate and terms, and (iii) an organizational chart of Developer with the identity of all equity sources with greater than a 10% direct or indirect investment in the Minimum Improvements. The Authority acknowledges and agrees that the Financing Commitments may be conditioned on items customarily required by institutional investors and lenders (including, without limitation, adequate financial statements, environmental review, appraisals, surveys and title).

“Go-Ahead Letter” means Developer’s letter to the City and the Authority, substantially in the form attached as **Exhibit D**, and including the Financing Commitments and stating that Developer is prepared to close the Minimum Improvements financing, and is prepared to proceed with the construction of the Minimum Improvements.

“High-Rise Residential Element” has the meaning set forth in Recital H.

“Hazardous Material” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“Interior Street Grid” has the meaning set forth in Recital H.

“Law” means federal, state, or local governmental or quasi-governmental laws, ordinances, rules, codes, regulations, directives, orders and/or requirements.

“Lookback Pro Forma” has the meaning set forth in Section 3.4(d)(i).

“Lot” has the meaning set forth in Recital C.

“Market Return Rate” has the meaning set forth in Section 3.4(c)(i).

“Memorandum of Agreement” means the document described in Section 10.16 and substantially in the form shown in **Exhibit F**.

“Minimum Improvements” has the meaning set forth in Recital K.

“Mortgage” has the meaning set forth in Section 5.1(a).

“Orion Investments” means **Orion 7001 France, LLC**, a Minnesota limited liability company or a Related Party thereof, in either case, in which Theodore R. Carlson of Edina, Minnesota is a principal owner and/or manager.

“Parking Easement” has the meaning set forth in Section 4.6(a)(i).

“Phase 1 Sidewalks and Streetscapes” means all (i) Sidewalks and Streetscapes and related landscaping on Site A along 70th Street, Drew Avenue, 71st Street, and Ewing Avenue and (ii) subject to

Section 7.8 hereof, new sidewalks or maintenance of existing sidewalks on Site B along 70th Street, France Avenue, 71st Street, and Ewing Avenue.

“Phase 2 Sidewalks and Streetscapes” means all Sidewalks and Streetscapes and related landscaping on Site B and Site C along 70th Street, France Avenue, 71st Street, and Ewing Avenue.

“Private ERA” means that certain Easement and Restriction Agreement dated March 24, 2022, by and between U.S. Bank National Association, a national banking association, and MDI France Avenue, LLC, a Minnesota limited liability company, as Developer, recorded on March 29, 2022, with the Hennepin County Registrar of Titles as Document No. 5932919.

“Project” has the meaning set forth in Recital H.

“Project Approval Resolution” means City Council Resolution No. 2022-53.

“Project Area” has the meaning set forth in Recital C.

“Project Site Plan” means the site plan for the Project attached as Exhibit A.

“Project TIF Notes” means, collectively, the Site A TIF Note and the Site B/C TIF Note.

“Public Access Easement” has the meaning set forth in Section 4.6(a)(ii).

“Public Plaza” has the meaning set forth in Recital H.

“PUD Ordinance” means City Ordinance No. 2021-13.

“Qualified Redevelopment Costs” has the meaning set forth in Section 3.2(a).

“Redevelopment Area” has the meaning set forth in Recital B.

“Related Party” means with respect to any person or entity (i) any other person or entity controlling, controlled by or under common control with such person or entity; or (ii) any other person or other entity in which the majority equity interest of such other person or entity is owned by the same parties that have a majority equity interest in the first person or entity.

“Sidewalks and Streetscapes” has the meaning set forth in Recital H.

“Site A” has the meaning set forth in Recital H.

“Site A Excess Return” has the meaning set forth in Section 3.4(d)(iii).

“Site A Public Art” has the meaning set forth in Section 4.7.

“Site A Public Parking” has the meaning set forth in Recital G.

“Site A TIF Adjustment” has the meaning set forth in Section 3.4(d)(iii).

“Site A TIF Note” has the meaning set forth in Section 3.3(a).

“Site B” has the meaning set forth in Recital H.

“Site B/C Minimum Improvements” has the meaning set forth in Recital L.

“Site B/C Redevelopment Agreement” has the meaning set forth in Recital D.

“Site B/C TIF Note” has the meaning set forth in Recital L.

“Site C” has the meaning set forth in Recital H.

“Site D” has the meaning set forth in Recital H.

“State” means the state of Minnesota.

“Tax Increments” means the tax increment (as defined in the TIF Act) derived from Site A which have been actually received and retained by the Authority in accordance with the provisions of the TIF Act, including without limitation Minnesota Statutes, Section 469.177.

“TIF” means tax increment financing pursuant to the TIF Act.

“TIF Act” has the meaning set forth in Recital A.

“TIF Assistance” means reimbursement of Qualified Redevelopment Costs through payments from the Authority to Developer of Available Tax Increments under the Site A TIF Note, pursuant to the terms and conditions of Article III of this Agreement, the Site A TIF Note, and the TIF Act.

“TIF District” has the meaning set forth in Recital F.

“TIF Plan” has the meaning set forth in Recital F.

“TIF Pro Forma” means a detailed financial pro forma for the Minimum Improvements, including total Minimum Improvements costs, sources and uses of financing, return calculations based on projected and/or actual (as applicable) income and expenses for the Minimum Improvements, in substantially the form attached hereto as Exhibit C, and all as updated by Developer from time to time in accordance with this Agreement based on actual and/or projected Minimum Improvements information, as the same becomes available during the development of the Minimum Improvements.

“Unavoidable Delays” means actual delays in the Commencement and Completion of the Minimum Improvements or any element thereof, outside the reasonable control of Developer, to extent such actual delays are a result of (i) unusually severe or prolonged bad weather, (ii) acts of God, acts of war, civil unrest, terrorism, criminal conduct of third parties, fire or other casualty to the Minimum Improvements, (iii) litigation commenced by third parties, (iv) actions or inactions of any federal, State, or local government unit which directly result in delays, including, but not limited to, a declared emergency under Minnesota Statutes, Chapter 12 or due to pandemic or quarantine restrictions imposed by applicable Law, (v) strikes, or other labor trouble, industry-wide material shortages and delays in delivery, labor shortages; (vi) concealed or unknown site conditions not revealed and not reasonably anticipated prior to the Effective Date; (vii) pandemic and outbreaks of Covid-19 and variants thereof; and/or (viii) other events beyond Developer’s reasonable control which Developer could not reasonably foresee would occur and which Developer would have been reasonably expected to take measures to avoid or minimize, in each case, not resulting from the act or omission of Developer (or its contractors, subcontractors, agents, or employees), and in each instance to the extent Developer gives written notice to the Authority and City within 30 days after either the occurrence of such event giving rise to each Unavoidable Delay or Developer’s reasonable realization that the occurrence will cause an Unavoidable Delay.

Article II
Representations and Warranties

2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is a Minnesota municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder. The City has duly authorized the execution, delivery and performance of this Agreement.

(b) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that may materially and adversely affect the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder or as contemplated hereby, or the validity or enforceability of this Agreement.

(c) To the best of the City's knowledge and belief, no member of the City Council or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any City Councilmember or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009, as amended.

(d) The execution, delivery and performance of this Agreement, and any other documents, instruments or actions required or contemplated pursuant to this Agreement by the City does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not conflict with or constitute on the part of the City a breach of or default under any existing agreement or instrument to which the City is a party or violate any law, charter or other proceeding or action establishing or relating to the establishment and powers of the City or its officers, officials or resolutions.

2.2 Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a public body corporate and politic and a governmental subdivision of the State, duly organized and existing under State law and the Authority has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) Except as provided in this Agreement, and provided that the Authority will fund fiscal disparities from within the TIF District, in accordance with Minnesota Statutes, Section 469.177, subdivision 3, the Authority agrees to retain all of the captured net tax capacity of Site A to finance the Qualified Redevelopment Costs as provided in this Agreement, and will elect that the duration of the TIF District will be the maximum duration permitted by the TIF Act. The Authority will not voluntarily take any action to reduce the amount of captured tax capacity retained to finance the Qualified Redevelopment Costs or to further reduce the duration of the District until the amount paid to Developer from Available Tax Increments reaches the maximum amount specified in Article III.

(c) The execution, delivery and performance of this Agreement and any other documents or instruments required pursuant to this Agreement by the Authority does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not, conflict with or constitute on the part of the Authority a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which the Authority or any of its property is or may be bound, (ii) legislative act, constitution or other proceeding establishing or relating to the establishment of the Authority or its officers or its resolutions, or (iii) any

Minnesota statute or any provisions of any bond, debenture, loan agreement, regulation or order of the United States of America or the State, or any agency or political subdivisions thereof or any court order or judgment in any proceeding to which the Authority is or was a party by which it is bound.

(d) There is not pending, nor to the best of the Authority's knowledge is there threatened, any suit, action or proceeding against the Authority before any court, arbitrator, administrative agency or other governmental authority that may materially and adversely affect the validity of any of the transactions contemplated hereby, the ability of the Authority to perform its obligations hereunder or as contemplated hereby, or the validity or enforceability of this Agreement.

(e) To the best of the Authority's knowledge and belief, no member of the Board of the Authority or officer of the Authority, has either a direct or indirect financial interest in this Agreement, nor will any Commissioner of the Authority or officer of the Authority, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009, as amended.

2.3 Representations and Warranties of Developer. Developer represents and warrants that:

(a) Developer is a limited liability company organized and in good standing under the laws of the state of Minnesota, is not in violation of any provisions of its operating agreement or other organizational documents or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) Developer currently owns marketable fee title to Sites A, B, and C.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any material terms or conditions of Developer's organizational documents, any restriction or any agreement or instrument to which Developer is now a party or by which it is bound or to which any property of Developer is subject, and do not and will not constitute a default under any of the foregoing or to the best of Developer's knowledge be a violation of any order, decree, statute, rule or regulation of any court or of any state or Federal regulatory body having jurisdiction over Developer or its properties, including its interest in the Minimum Improvements, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Developer contrary to the terms of any instrument or agreement to which Developer is a party or by which it is bound.

(d) To the best of Developer's knowledge and belief, the execution and delivery of this Agreement will not create a conflict of interest prohibited by Minnesota Statutes, Section 469.009, as amended.

(e) Developer would not construct the Minimum Improvements, but for the execution of this Agreement and the TIF Assistance for the Qualified Redevelopment Costs and other public assistance contemplated to be made available hereunder.

(f) There are no pending or to the best of Developer's knowledge, threatened legal proceedings, of which Developer has notice, contemplating the liquidation or dissolution of Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of Developer to execute and deliver this Agreement or the validity of this Agreement.

(g) Neither Developer nor any Related Party of Developer is currently delinquent in the payment of any business, occupation, sales, use, gross receipts, rental, real and personal property and other similar taxes imposed with respect to any real property owned or leased by any of such parties in the State.

(h) Developer has not received any notice from any local, state or federal official that the activities of Developer or the Authority with respect to the Project Area may or will be in violation of any Environmental Law, except as has been identified in any report, audit, inspection or survey, undertaken by or provided to the City and the Authority. Developer represents that to the best of Developer's knowledge: (i) it is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal Environmental Law, regulation or review procedure, and (ii) it is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any Environmental Law, including the Minnesota Environmental Rights Act or the Minnesota Environmental Policy Act.

(i) Developer reasonably expects that it will be able to obtain private financing in an amount sufficient, together with funds provided by the Authority and any other public agencies, to enable Developer to successfully construct the Minimum Improvements, as provided herein.

Article III **TIF Assistance**

3.1 **Creation of TIF District; Certification.** The Authority and City have taken all necessary actions to create and establish the TIF District as of the Effective Date. The TIF District has been created and established as a "renewal and revocation" district under the TIF Act. The Authority will cause the TIF District to be certified prior to June 30, 2022, such that Tax Increments will be available commencing in the calendar year 2026. Developer acknowledges and agrees that the Authority and the City may take appropriate steps to modify the TIF District in the future, including, without limitation, incorporating additional land into the TIF District. Developer shall cooperate with the Authority and the City with any such future modification, including to execute and deliver any supplements or modifications to this Agreement that are reasonably required in connection therewith, provided that no such modification or supplement shall (a) increase any obligation of Developer hereunder or (b) adversely affect any right of or benefit of Developer hereunder.

3.2 **Qualified Redevelopment Costs.**

(a) Costs and expense for the items described below, initially paid by Developer from Developer's own sources and incurred in furtherance of the construction and development of the Minimum Improvements, shall be eligible for TIF Assistance under the terms and conditions of this Agreement (collectively, "**Qualified Redevelopment Costs**"):

Demolition of existing improvements on the Project Area and remediation of environmental contamination	\$800,000
Site A pro rata share of site improvements to achieve the four Lot arrangement, including Interior Street Grid and Project stormwater management; Phase 1 Sidewalks and Streetscapes; Site A site preparation, utilities, surface parking, driveways, sidewalks, landscaping, streetscaping and on-site stormwater management	\$3,281,472

Site A Public Parking	\$718,528
Professional costs to prepare TIF study, plan and agreements and Developer legal costs related to preparation of this Agreement.	\$200,000
Total	\$5,000,000

(b) The actual amount of Qualified Redevelopment Costs within each of the foregoing categories may be allocated among such categories, subject to reasonable review and approval by the Authority, and provided that Developer must provide reasonable evidence of the actual amounts of Qualified Redevelopment Cost actually incurred or committed in each such category.

3.3 TIF Note.

(a) TIF Note. In order for Developer to obtain the TIF Assistance contemplated by this Agreement, the Authority shall issue, subject to the terms and conditions of this Agreement, one “pay-as-you-go” TIF note (“Site A TIF Note”) in substantially the form attached as **Exhibit G**, with a maximum term of 15 years, and in the aggregate maximum principal amount of not to exceed **\$5,000,000.00**, subject to adjustment pursuant to Section 3.4, and in no event shall the principal amount of the Site A TIF Note exceed **3.67%** of the actual, documented costs of the Minimum Improvements as shown in the updated TIF Pro Forma provided by Developer pursuant to Section 3.4(c). Furthermore, in no event shall the cumulative principal amount of the Project TIF Notes collectively exceed **10.0%** of the actual, documented costs of the combined costs of the Minimum Improvements and the Site B/C Minimum Improvements, as determined in accordance with this Agreement and the Site B/C Redevelopment Agreement, as applicable.

(b) Interest. The Site A TIF Note shall bear simple interest on the unpaid principal balance thereof at a fixed rate equal to the lesser of:

(i) the rate of interest charged by the lender providing the initial permanent financing (including any mini-perm loan used to pay-off the initial construction financing) in place following Completion of the Minimum Improvements which is secured by a first priority Mortgage on Site A, which rate shall be calculated once as of the date of the issuance of the Site A TIF Note if permanent financing is in place as of such date; and

(ii) **4.25%** per annum (which shall also be the applicable rate of interest if such permanent financing referenced in clause (i) above is not in place at the time of issuance of the Site A TIF Note).

(c) Payments and Interest. Semi-annual payments on the Site A TIF Note from Available Tax Increment and accrual of interest on the unpaid principal balance of the Site A TIF Note will commence upon the Authority’s issuance of the Site A TIF Note, all in accordance with terms and condition set forth in the Site A TIF Note.

(d) Condition of Issuance. The Authority’s obligation to issue the Site A TIF Note to Developer is subject to satisfaction of each of the following conditions:

(i) Developer shall have provided evidence satisfactory to the Authority that Developer has actually incurred (A) Qualified Redevelopment Costs in an amount equal to at least the amount of the requested Site A TIF Note and (B) total Minimum Improvements

costs corresponding to the line item detail shown in the initial TIF Pro Forma attached as Exhibit C;

(ii) Developer shall have provided evidence satisfactory to the Authority that all parties have been paid for work related to the completion of the Minimum Improvements (e.g., lien waivers or similar);

(iii) Developer shall have provided the updated TIF Pro Forma to the Authority, and the Authority shall have completed their review, analysis, and audit of the same as necessary to determine the original principal amount of the Site A TIF Note in accordance with Section 3.4(c);

(iv) Developer shall have submitted documentation necessary to secure all grant payments as well as other documents to administer the closing of all grant agreements.

(v) Developer shall have granted, and/or shall have caused the then-current owner of the applicable portion of Project Area to grant, to the City and/or the Authority, as applicable, each of the City Easements; Developer shall have obtained all applicable mortgagee consents to such City Easements; and each of the City Easements and mortgagee consents shall have been recorded against the applicable portion of the Project Area; and the Site A Public Parking, the Internal Street Grid, and the Phase 1 Sidewalks and Streetscapes shall have been opened pursuant to the terms of each applicable City Easement agreement;

(vi) Developer shall have satisfied the Environmental Sustainability requirements set forth in Section 4.8 and Developer has delivered such reasonable and relevant information and documentation as the Authority requires in order to confirm the same;

(vii) Developer has delivered to the Authority a final report and certificate detailing and certifying as to Developer's activities and final outcomes of Developer's efforts to achieve the Equity and Inclusion goals under Section 4.9 of this Agreement;

(viii) No Developer Default or Developer Event of Default exist under this Agreement and no Developer default shall exist under any of the City Approvals, City Easements, the Private ERA, or any other agreement pertaining to the Minimum Improvements;

(ix) Developer has met all requirements of the City corresponding to any other development and or site improvement agreement for the Minimum Improvements;

(x) Neither Developer nor any other applicable owner of a portion of the Project Area shall not be have requested or received a waiver or reduction of any required park dedication fees or any required contribution to the City's Affordable Housing Trust Fund for any portion of the Project Area;

(xi) the Certificate of Completion for the Minimum Improvements shall have been issued by the Authority in accordance with the terms and conditions of this Agreement, including, preparation of Sites B and C in accordance with Section 7.8, if applicable; and

(xii) a certificate of occupancy has been issued by the City for the Bank Element on Site D.

(e) No Representation or Warranty. Payments of principal and interest under the Site A TIF Note shall be payable solely from Available Tax Increments. The Authority does not represent or warrant the amounts of Available Tax Increments that will be available for payment principal and interest under the Site A TIF Note. The Authority will not reimburse Developer for Qualified Redevelopment Costs from Authority revenues, other than from Available Tax Increments, nor guaranty the amount of money which Developer will receive as a reimbursement, such amount being payable solely from the Available Tax Increments in accordance with this section, unless the Authority elects, in its sole and absolute discretion, with no obligation to do so, to pay down the Site A TIF Note from other funds.

3.4 TIF Assistance and Potential Adjustment.

(a) Generally. The financial assistance to Developer under this Agreement is based on certain assumptions regarding anticipated costs and expenses associated with constructing the Minimum Improvements. Specifically, the maximum aggregate principal amount of the Site A TIF Note has been determined based on the amount of assistance needed to make the Minimum Improvements financially feasible, as shown in the initial TIF Pro Forma attached as Exhibit C. The Authority and Developer agree that those assumptions will be reviewed at the times described in this section, and that the amount of TIF Assistance provided herein shall be adjusted in accordance with this Section 3.4.

(b) Definitions. For the purposes of this section, the following terms have the following meanings:

(i) “Cash Flow” means Net Operating Income less debt service (principal and interest) with respect to the Mortgage loan(s) encumbering the Minimum Improvements.

(ii) “Cash-on-Cost Return” means Net Operating Income divided by the sum of the total actual cost of the Minimum Improvements (less any grants, forgivable loans, or City, Authority, federal or State funds received by Developer) as set forth in an updated TIF Pro Forma. For purposes of clarity, an example calculations of the Cash-On-Cost Return is included in the initial TIF Pro Forma attached as Exhibit C.

(iii) “Closing Date” means March 24, 2022, the date on which Developer acquired possession of Site A.

(iv) “IRR” means the internal rate of return for the Minimum Improvements, where the IRR is calculated as the annualized return of the annual cash flow over the applicable period on Developer’s actual utilization of equity for Minimum Improvements costs. For purposes of clarity, example calculations of IRR are attached hereto in Exhibit H.

(v) “Net Operating Income” means total income and other project-derived revenue, including payments under the Site A TIF Note, less Operating Expenses.

(vi) “Operating Expenses” means reasonable and customary expenses incurred in operating the Minimum Improvements, including, but not limited to all management and related expenses, all real estate taxes and special assessments for Site A.

(c) Confirmation of TIF Assistance Upon Completion.

(i) Market Rate Return. After substantial completion of the Minimum Improvements, but before, and as a condition to, issuance of the Certificate of Completion and issuance of the Site A TIF Note, Developer shall provide to the Authority an updated TIF Pro Forma based on actual, documented costs of the Minimum Improvements and any reasonable and relevant information and documentation as the Authority requires in order to calculate the reasonably anticipated Cash-on-Cost Return for the Minimum Improvements and to otherwise confirm that the “but for” finding adopted by the City and the Authority continues to be satisfied. The Authority may retain a financial advisor, accountant, and/or other professional with similar expertise to audit the submitted updated TIF Pro Forma, at Developer’s cost. If the updated TIF Pro Forma demonstrates that the reasonably anticipated Cash-on-Cost Return for the Minimum Improvements exceeds **6.00%** (the “Market Return Rate”), then the amount of TIF Assistance provided herein, as reflected in the principal amount of the Site A TIF Note, shall be reduced based on the actual TIF Assistance that is sufficient to assist the Minimum Improvements to achieve the Market Return Rate based on the updated TIF Pro Forma.

(ii) Contingency Funds and Allowances. The maximum principal amount of the Site A TIF Note is currently calculated using the contingency funds and escalation allowances set forth in the initial TIF Pro Forma attached as Exhibit C. Developer shall provide the Authority documentation identifying the actual use of all contingency funds and escalation allowances and the same shall be identified in detail in the updated TIF Pro Forma delivered in accordance with Section 3.4(c)(i). For purposes of the TIF Assistance provided herein and the final principal amount of the Site A TIF Note, all contingency funds and escalation allowances shall be used only for costs related to actual, documented increased costs for the Minimum Improvements, and the principal amount of the Site A TIF Note may be reduced if any such contingency funds and/or escalation allowances have been used by Developer (A) for material changes to the Minimum Improvements not approved by the Authority hereunder, (B) in a manner that enhances the residential amenities and private spaces of the Minimum Improvements with no benefit to the public, and/or (C) for costs or expenses unrelated to the Minimum Improvements.

(iii) Developer Fee. In no case shall the developer fee exceed 3.5% of the total actual costs of the Project related to Site A and the Minimum Improvements incurred by Developer as shown in an updated TIF Pro Forma prepared after substantial completion of the Minimum Improvements.

(d) Sale Lookback and Determination of Site A Excess Returns.

(i) Upon the earlier of (A) the tenth (10th) anniversary of the date of issuance of the Site A TIF Note and (B) thirty (30) days after each sale of all or part of the Minimum Improvements to any party other than a Related Party of Developer occurring prior to the date upon which the Site A TIF Note is paid in full or terminated hereunder, Developer shall submit to the Authority an updated TIF Pro Forma and any other reasonable and relevant information and documentation as the Authority requires in order to calculate the IRR for the Minimum Improvements as of such 10-year anniversary of the issuance of the Site A TIF Note or the date of the applicable sale all or part of the Minimum Improvements (as applicable, the “Lookback Date”), including, without limitation, a certified cost and revenue analysis, including for any applicable sale, in each case, prepared in accordance with generally accepted accounting principles (each a “Lookback Pro Forma”). This analysis will include, without limitation, all acquisition costs, Qualified Redevelopment Costs, and all other improvement and redevelopment costs incurred by Developer for the

Minimum Improvements identified within the updated TIF Pro Forma, as well as historical Net Operating Income, debt service, and Site A TIF Note payments. The Authority may retain a financial advisor, accountant, and/or other professional with similar expertise to audit the submitted Lookback Pro Forma, at Developer's cost

(ii) The Lookback Pro Forma and related information shall be used by the Authority to determine whether the Minimum Improvements as of the applicable Lookback Date yielded a Site A Excess Return (defined below) to Developer. The IRR shall be used to measure any Site A Excess Return in accordance with the following sliding scale:

Lookback Date	IRR beyond which Site A Excess Return is created
Before the fourth (4th) anniversary of the Closing Date	20.0%
From fourth (4th) anniversary of the Closing Date to the seventh (7th) anniversary of the Closing Date	18.0%
After the seventh (7th) anniversary of the Closing Date	16.0%

(iii) If Developer's actual IRR on the Minimum Improvements as of the applicable Lookback Date (including any applicable sale proceeds) exceeds the applicable IRR listed in the table above, then the dollar value of the proceeds and other cash flow received by Developer to cause Developer's actual IRR to exceed the applicable IRR shall be Developer's "Site A Excess Return". If any Site A Excess Return exists, then payments on the Site A TIF Note shall immediately cease, the outstanding balance forgiven, and the Site A TIF Note shall automatically terminate. If Developer's Site A Excess Return exceeds the then outstanding principal balance of the Site A TIF Note, then Developer shall pay 50% of such Site A Excess Return (the "Site A TIF Adjustment") in lawful money of the United States within 30 days from the date on which the Authority gives Developer notice of the amount of the Site A TIF Adjustment due to the Authority; provided, however, in no event shall the Site A TIF Adjustment exceed the aggregate sum of all payments (both principal and interest) actually made by the Authority to Developer under the Site A TIF Note. Until the Authority is paid the Site A TIF Adjustment in full, the Authority shall have a lien in its favor upon the Minimum Improvements and the Lots on which they are located to secure the amount of the Site A TIF Adjustment. Such lien shall attach and take effect from the date of the sale of the Minimum Improvements contemplated by this section. Any such lien may be foreclosed as a mortgage on real estate if the Site A TIF Adjustment is not paid by the date required by this section. A lien under this section is prior to all other liens and encumbrances on the Minimum Improvements except (1) the first priority Mortgage on Site A; (2) liens for real estate taxes and other governmental assessments or charges against the Minimum Improvements; and (3) all leases executed prior to the date that the lien attaches and takes effect. The parties will reasonably cooperate with the sale process and work in good faith to promptly determine any Site A TIF Adjustment related to a sale of all or part of the Minimum Improvements such that any Site

A TIF Adjustment is paid by Developer at or before the closing of the sale of the Minimum Improvements so as to avoid any unreasonable delay to the closing of such sale.

(iv) If the Minimum Improvements have not yielded a Site A Excess Return to Developer as of the applicable Lookback Date, then payments on the Site A TIF Note shall continue pursuant to the terms of the existing Site A TIF Note.

(v) For purposes of clarity, example calculations of the Site A TIF Adjustment pursuant to this Section 3.4(e) are attached hereto in Exhibit H.

3.5 Assignment of Note. Subject to Developer's compliance with the terms and conditions of this Section 3.5, the Site A TIF Note will transfer to Developer's successor at the time of any assignment of this Agreement by Developer made in accordance with Section 8.2. Except for such assignments, the Site A TIF Note shall not be assignable or transferable without the prior written consent of the Authority, which consent shall not be unreasonably withheld (subject to, without limitation, the provisions of Section 8.2(b)); provided, however, Developer may, without the City's or the Authority's consent, but upon prior written notice to the Authority (a) assign the Site A TIF Note, together with Developer's rights and obligations under this Agreement to a Related Party, Orion Investments, or a joint venture entity pursuant to Section 8.2(a)(iv) hereof and/or (b) collaterally assign Developer's rights and obligations under this Agreement and the Site A TIF Note to the holder of any Mortgage that is permitted under the terms of Section 5.1. Notwithstanding anything herein to the contrary, as a condition to any transfer or assignment of the Site A TIF Note, any assignee or transferee must execute and deliver to the Authority a certificate, in form and substance reasonably satisfactory to the Authority, pursuant to which, among other things, such assignee or transferee acknowledges and represents:

(i) the limited nature of the Authority's payment obligations under the Site A TIF Note;

(ii) that the Site A TIF Note is being acquired for investment for such assignee's or transferee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof;

(iii) that the assignee or transferee has no present intention of selling, granting any participation in, or otherwise distributing the same;

(iv) that the assignee or transferee, either alone or with such assignee's or transferee's representatives, has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment in the Site A TIF Note and the assignee or transferee is able to bear the economic consequences thereof;

(v) that in making its decision to acquire the Site A TIF Note, the assignee or transferee has relied upon independent investigations made by the assignee or transferee and, to the extent believed by such assignee or transferee to be appropriate, the assignee's or transferee's representatives, including its own professional, tax and other advisors, and has not relied upon any representation or warranty from the Authority, or any of its officers, employees, agents, affiliates or representatives, with respect to the value of the Site A TIF Note;

(vi) that the Authority has not made any warranty, acknowledgment or covenant, in writing or otherwise, to the assignee or transferee regarding the tax consequences, if any, of the acquisition and investment in the Site A TIF Note;

(vii) that the assignee or transferee or its representatives have been given a full opportunity to examine all documents and to ask questions of, and to receive answers from, the Authority and its representatives concerning the terms of the Site A TIF Note and such other information as the assignee or transferee desires in order to evaluate the acquisition of and investment in the Site A TIF Note, and all such questions have been answered to the full satisfaction of the assignee or transferee;

(viii) that the assignee or transferee has evaluated the merits and risks of investment in the Site A TIF Note and has determined that the Site A TIF Note is a suitable investment for the assignee or transferee in light of such party's overall financial condition and prospects;

(ix) that the Site A TIF Note will be characterized as "restricted securities" under the federal securities laws because the Site A TIF Note is being acquired in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended, except in certain limited circumstances; and

(x) for purposes of federal securities laws, that no market for the Site A TIF Note exists and no market for the Site A TIF Note is intended to be developed.

3.6 Action to Reduce Taxes. Throughout the term of this Agreement, Developer shall take no action, and suffer no circumstances to exist or action to be taken by others (to the extent Developer may prevent the same), the effect of which would be to render Site A or any portion thereof to be no longer generally subject to real property taxation. Before the expiration or termination of this Agreement, Developer shall not:

(a) seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of Site A determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(b) seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of Site A determined by any tax official, or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(c) seek any tax deferral or abatement, either presently or prospectively authorized under any state or federal law, of the taxation of Site A.

Article IV

Project Requirements

4.1 Commencement and Completion of Minimum Improvements.

(a) Minimum Improvements Timeline. The timeline for the Commencement and Completion of the Minimum Improvements is identified in this Section 4.1. Following Commencement, construction or other activity must continue in a sequence consistent with normal redevelopment and construction practices. Failure to meet any of the dates identified as "Default Date" shall be considered a

Default, unless mutually determined to be the result of Unavoidable Delay. The Commencement and Completion timeline for the Minimum Improvements is as follow:

<u>Description of Work</u>	<u>Commencement Date</u>		<u>Completion Date</u>	
	<u>Anticipated</u>	<u>Default Date</u>	<u>Anticipated</u>	<u>Default Date</u>
Final City Approvals	Not applicable	Not applicable	6/13/2022	3/31/2023
Real Estate Land Closing	Not applicable	Not applicable	Complete	Complete
Demolition (South Bldg)	3/16/2022	9/16/2022	5/31/2022	10/30/2022
Demolition (North Bldg)	4/13/2023	10/13/2023	5/17/2023	11/17/2023
Site Remediation	5/18/2023	11/18/2023	7/28/2023	1/28/2024
Specified Site Preparation	5/18/2023	11/18/2023	7/28/2023	1/28/2024
Site A Foundation	6/23/2023	12/23/2023	8/18/2023	2/18/2024
Residential Construction (including Site A Public Parking)*	8/21/2023	2/21/2024	4/1/2025	10/1/2025
Certificate of Occupancy*	Not applicable	Not applicable	4/1/2025	12/1/2025

*While the final certificate of occupancy is preferred, temporary certificate of occupancy will be acceptable and will not result in a Default provided that all of the residential floors are capable of being occupied and that all of the commercial areas are capable of being occupied, subject to the completion of commercial tenant build-out and leasing.

(b) Anticipated Market Value of Minimum Improvements. It is anticipated that upon completion, the total market value of the Minimum Improvements for tax assessments will be approximately **\$136,100,000**.

4.2 Zoning and Land Use Approvals. Nothing in this Agreement shall limit the authority of the City with respect to zoning and land use approvals. Subject to the foregoing, the staff of the Authority shall cooperate with Developer and assist Developer in the processing and obtaining of zoning and land use approvals. Developer shall be responsible for applying for and obtaining all land use and zoning approvals necessary for the Minimum Improvements, including, without limitation, any conditions contained in the City Approvals. All zoning and land use approvals shall be by the City Council or the City Planning Commission in accordance with the ordinances of the City. Notwithstanding the foregoing and for avoidance of doubt, in addition to the Authority's other rights and remedies hereunder, the Authority's consent shall be required for any material changes to the Minimum Improvements, specifically including, without limitation, changes to the scale, massing or exterior finish materials set forth in the original City Approvals that could reduce the taxable value of the Project Area

4.3 Building and Construction Permits. Nothing in this Agreement shall limit the governmental authority of the City with respect to its building and construction permitting process for the Project. Developer shall comply with all applicable City building codes and construction requirements and shall be responsible for obtaining all building permits prior to construction.

4.4 Restrictions on Development. Developer may not construct or permit construction of any of the Minimum Improvements until Developer satisfies the following conditions:

(a) Developer executes and records the Development Contract against Site A, and causes any lien holder affecting any of the property to subject its interest as provided in this Agreement and in the Development Contract;

(b) Developer satisfies all of the conditions precedent to construction of the Minimum Improvements established by the City in the City Approvals; and

(c) Developer executes and records a Memorandum of Agreement in accordance with Section 10.16 hereof.

4.5 Submission and Approval of Evidence of Financing. No later than the issuance of the applicable construction or building permit for the Minimum Improvements (but excluding demolition permits), Developer shall provide the Authority with the Go-Ahead Letter, including the Financing Commitments for both debt and equity. If Developer fails to submit the Go-Ahead Letter and the foregoing information acceptable to the Authority within said period of time or any additional period to which the Authority may agree, the Authority may notify Developer of its failure to comply with the requirement of this Section 4.5, such failure being a Default hereunder.

4.6 Public Easements

(a) Prior to the issuance of the Certificate of Completion and as a condition to issuance of the Site A TIF Note, Developer shall grant, and/or shall have caused the then-current owner of the applicable portion of Project Area to grant, to the City or the Authority (at City and Authority's discretion) the following easements with respect to the Minimum Improvements (each a "City Easement", and collectively the "City Easements"):

(i) A permanent, public easement for access and use of the Site A Public Parking (the "Parking Easement"). The Parking Easement shall be granted pursuant to an easement agreement in the form attached as Exhibit I and which shall include the following terms and conditions:

(1) The Site A Public Parking shall be available for public use 24 hours a day, seven days a week, 365 days a year, subject to reasonable, nondiscriminatory limitations, rules and regulations governing its use adopted by Developer and approved by City Manager or its designee.

(2) The Site A Public Parking will comply with LEED Certification or "Parksmart" certified (or equivalent as determined by the City). Site A Public Parking will be included in the sustainability certification of the High-Rise Residential Element as required under Section 4.8.

(3) The City will agree to reduce the actual amount of public parking stalls in the Site A Public Parking by a maximum of 20% if parking on the street level along Drew Avenue or Ewing Avenue is converted to street level retail.

(4) The Site A Public Parking shall include typical signage that reads “public parking” and that identifies the same as being available for public parking. In addition, public parking wayfinding signage must be provided at strategic locations on Site A. Within the Site A Public Parking and the High-Rise Residential Element, signage must be provided to clearly delineate “private” stalls so that the general public can readily understand which portions of the parking structures are available for public use.

(5) Developer shall be responsible for all maintenance of the Public Parking at no cost or expense to the City or Authority.

(6) A minimum of 5% of both public and private stalls within the Site A Public Parking stalls must have EV chargers, with a minimum of another 10% provided conduit for future EV chargers.

(7) The Site A Public Parking shall be designed to incorporate a high level of public safety features, potentially including: at least 2 walls of stair and elevator towers to be substantially visible from the exterior of each level, entry doors, doorways and walls that are visibly open from the interior, security cameras in strategic locations, security phones or panic buttons in strategic locations. The Authority shall be given the opportunity to review and confirm these safety features prior to submission by Developer to the City of plans for final City Approvals.

(ii) A permanent, public easement for access and use of the Interior Street Grid and Phase 1 Sidewalks and Streetscapes (the “Public Access Easement”), subject to reasonable, nondiscriminatory limitations, rules and regulations governing its use adopted by Developer and subject to the approval of the City Manager or its designee. The Public Access Easement shall be granted pursuant to an easement agreement in a form reasonably required by the City attorney and reasonably approved by the Authority.

(iii) A permanent, public easement for access and use of approximately 26 surface parking stalls on Drew Avenue, Ewing Avenue and 71st Street (the “Street Parking Easement”) 24 hours a day, seven days a week, 365 days a year, subject to reasonable time limits and rules for public safety. The Street Parking Easement shall be granted pursuant to an easement agreement in a form reasonably required by the City attorney and reasonably approved by the Authority, and which may be included in the Public Access Easement agreement.

(b) Other Terms of City Easements. Neither the City nor the Authority will pay an acquisition cost to Developer for any of the City Easements. Each City Easement must be recorded by Developer as a condition to issuance of the Site A TIF Note. Developer shall, at Developer’s sole cost and expense, cause a licensed surveyor to determine the final, actual legal description of the Site A Public Parking, the Interior Street Grid, and the Phase 1 Sidewalks and Streetscapes for the purpose of the granting the City Easements with respect to such elements. Such legal descriptions will be consistent with the areas and boundaries of such areas as described and depicted in the City Approvals and the exhibits to this Agreement.

(c) Relationship to Private ERA. The City Easements and the rights granted to the City, the Authority, and/or the general public thereunder, including, without limitation, the Site A Public Parking, shall be subject to the provisions of the Private ERA; provided, however, Developer hereby represents, warrants, and covenants that the Private ERA does not and will not prohibit the granting of, or the use and enjoyment of, the City Easements and/or the rights granted to the City, the Authority, and/or the general public thereunder. It shall be a material Default hereunder if any such City Easements and/or rights granted to the City, the Authority, and/or the general public thereunder are disturbed or impaired by Private ERA or the enforcement of any provisions of the Private ERA by a party thereto.

(d) Future Transit Easements. Developer agrees to grant future easements for future mass transit (e.g., bus) stops in open areas of Site A adjoining public rights-of-way and Public Access Easements on the Interior Street Grid at no cost to the City, the Authority, or the responsible transit agency(ies), subject only to the responsible transit agency(ies) being responsible for initial construction and maintenance of the surface improvements in any future easement area.

(e) Drew Avenue Extension. Developer will reasonably accommodate the future reconstruction of a Drew Avenue extension for the creation of a wider access road that connects Site A and the Project Area to adjacent properties or extends from Hazelton to 70th St., and Developer further agrees not to protest such future reconstruction, provided such reconstruction does not have a negative material impact on the Minimum Improvements after construction (agreeing specifically that normal disruption during the construction process is not a material impact).

4.7 Public Art. The Minimum Improvements shall include at least one (1) installation of public art in the applicable area generally depicted on the Final Development Plan (the “Site A Public Art”), such Site A Public Art shall be a permanent sculpture, fountain, mural or equivalent art installation. Developer shall engage a professional art consultant or a landscape architect experienced in public art visioning, commissioning, and implementation in connection with the creation of the Site B Public Art, subject to a public engagement process approved by the City within 30 days after identification of the art consultant. Within such 30-day period, the City Manager may also designate up to three people to provide input and guidance to the art consultant. The Site B Public Art shall have a value of no less than **\$60,000.00**, in the aggregate (exclusive of fees paid to such professional art consultant and exclusive of costs for other aspects of the Minimum Improvements which are installed in connection with or ancillary to such Site B Public Art, but which do not directly form a part of such Site B Public Art). Developer shall at all times maintain Site B Public Art in good, first class condition, at no cost to the City or the Authority.

4.8 Environmental Sustainability.

(a) The High-Rise Residential Element must be designed and certified with appropriate standards that provide a greater degree of sustainability than Minnesota building code, as generally described below. All sustainability features are also subject to the final conditions of the City Approvals and applicable Law.

(i) LEED certification (most recent edition for new construction) as prepared by United States Green Building Council (USGBC)

(ii) Written commitment from Developer to agreed upon energy reduction within end use categories of control around SB 2030 - B3 Sustainable Building standards (most recent edition for new construction) as sponsored by Minnesota Department of Commerce and Minnesota Department of Administration, as appropriately adjusted to account for the current market and type of project.

4.9 Equity and Inclusion.

(a) Generally; Workforce Goals. Developer shall, and shall cause its general contractor to, use good faith efforts as defined by Minnesota Department of Human Rights to include businesses that are majority owned by under-represented groups including minorities, women, veterans and people with disabilities in the development and construction of the Minimum Improvements. For avoidance of doubt, the terms, conditions, and requirements of this Section 4.9 do not apply to any retail and/or commercial tenant improvements in the commercial space forming part of the High-Rise Residential Element, which such tenant improvements are not part of the “Minimum Improvements” hereunder. Developer shall, and shall cause its general contractor to, use, good faith efforts to employ under-represented people on the construction site for the Minimum Improvements. Developer commits to use good faith efforts to try to achieve the following workforce goals to maximize participation opportunities for the local workforce, including women and minorities:

- (i) Minority – 32% of the total labor hours for the Minimum Improvements.
- (ii) Female – 10% of the total labor hours for the Minimum Improvements.
- (iii) 25% of the total subcontracted work will be awarded to businesses that qualify as minority and women owned business enterprises.

These goals are expressed as a percentage of the total craft hours on the Minimum Improvements. Minorities includes African American (not of Hispanic origin), Hispanics, Asians, Pacific Islanders, Native Americans and Alaskan Natives.

(b) Good Faith Efforts. For the purpose of this section, “good faith efforts” shall be defined by compliance with the following:

(i) At the Project site

- Post EEO policy and anti-harassment policies prominently on employee bulletin boards and job sites. Update at least once a year with new contact information and signature of the contractor’s chief executive officer.
- Post all government-mandated posters (Minnesota, federal, local) in areas available to employees and applicants and on all job sites.
- All job sites to the extent possible should be accessible to people with disabilities, specifically people with mobility impairments (restrooms, break-rooms, etc.). If all restrooms are not accessible, provide comparable facilities for people with disabilities.
- Check employee locker rooms, break rooms, restrooms, and work areas (job sites) for potentially offensive cartoons, etc.

(ii) Recruiting

- All personnel involved in hiring, selection, promotion, disciplinary and related processes should be trained to ensure the elimination of bias (implicit bias training) in personnel actions.

- Include an EEO tagline or similar statement in all want ads or other external job announcements. If you post jobs on your web site, include an EEO tagline.
- Communicate to the union to ensure that the union accepts people for membership in a nondiscriminatory way and that they refer people to jobs fairly.
- Make formal and informal contact with community organizations, apprenticeship training organizations, and unions, and other recruitment organizations (specifically those organizations that focus on women, people of color, Indigenous people, and people with disabilities) that may be able to refer qualified applicants for jobs you have available.
- Provide training, preparation and workplace accommodations so that people with disabilities can have rewarding careers.
- Contact the Department of Employment and Economic Development (DEED) Vocational Rehabilitation Services unit for the purpose of forming partnerships to help prepare people with disabilities for meaningful employment opportunities.
- Participate in construction community job fairs or other construction-related events.
- When using paid advertising, include news media or websites geared toward women, communities of color, and/or people with disabilities.

(iii) Selection and Hiring

- Review your application form and remove any questions that are not job-related. Include an EEO statement on the form itself. Review the application to make sure no illegal/potentially illegal information is requested.
- Review EEO/Applicant tracking surveys: they should ask for necessary tracking information only and should be clearly marked as voluntary. Remove the forms from the application itself before the selection process begins.
- Make sure supervisors are using legal criteria in their hiring decisions.
- If you use any pre-employment tests (math tests, typing tests, skill tests, “personality” or “integrity” tests), these tests should directly relate to the jobs for which they’re used.

(iv) Termination of Employment

- Develop a written termination policy and/or progressive discipline policy. All supervisors should implement your process consistently.

- If appropriate, conduct exit interviews or administer exit surveys.

(v) Employee Files and Record-Keeping

- Retain all information that could reveal age, race, disability, religion, etc. as confidentially as possible. (I-9 forms, insurance forms, medical leave requests, etc.)
- An employee's file should tell the complete story of this employee's history with your company: orientation, training, performance evaluations, wage increases, promotion information, disciplinary notices, etc. All pay increases should be documented, and nondiscriminatory reasons for pay should be obvious. (Some companies create a checklist for each employee file so that they can be certain that all important documentation is retained.)
- Retain applications for at least a year. Develop an applicant flow log or similar tracking system. Make sure that you can track each applicant back to their EEO survey or affirmative action data page, if completed. (You cannot conduct a meaningful analysis of your selection process without this information.)
- All files of terminated employees should show the reason for termination, whether voluntary or involuntary.

(vi) Other

- Conduct training for all employees of your EEO and anti-harassment policies in safety meetings at the beginning of each project and additionally throughout the year for new hires. Emphasize reporting procedures.
- Make reasonable efforts to solicit people of color, Indigenous, and female-owned businesses to participate in subcontracts or vendor contracts.

(c) Developer shall, and shall cause its general contractor to, implement the equity and inclusion community engagement plan attached as **Exhibit J**, (the "**Community Engagement Plan**") as may be modified with the Authority's prior written consent, which consent shall not be unreasonably withheld or delayed.

(d) Upon Completion, and as a condition to issuance of the Certificate of Completion and Site A TIF Note, Developer shall submit the Equity and Inclusion Report in substantially the form attached as **Exhibit K**. This report shall summarize the actual percentages attained after implementation of the Community Engagement Plan. This report shall include, without limitation:

- (i) business name, trade category, contact name and business address of each MBE, WBE, or VBE firm engaged in the Project;
- (ii) total hours worked for each construction trade;

(iii) hours worked for each construction trade by minority workers including women workers, and workers considered BIPOC;

(iv) employer of the BIPOC and women workers; and

(v) calculation of percentage.

(e) In the event that the Authority reasonably determines that Developer has not used good faith effort to achieve these goals (by failing to cause its contractor to comply with the approved Community Engagement Plan), a penalty shall be assessed by the Authority. The penalty shall be a cash payment made to a workforce training organization that actively trains underrepresented people in the construction trades in the Twin Cities region. The penalty shall be no more than **\$250,000.00**.

4.10 Effect of Delay. Developer acknowledges that if construction of the Minimum Improvements is delayed due to Unavoidable Delays or for any other reason, this could affect the amount of Available Tax Increments and thus the total amount which may be available to pay the Site A TIF Note. Developer acknowledges that if the Completion of the Minimum Improvements is delayed due to Unavoidable Delays or for any other reason, there will be no compensation to Developer or any other party for any reduction in the amount available to pay or refund the Site A TIF Note.

4.11 Additional Responsibilities of Developer.

(a) Developer shall cause the Minimum Improvements to be constructed, operated and maintained in substantial accordance with the terms of this Agreement, the Final Development Plans and Development Contract, and all applicable Law (including, without limitation, zoning, building code and public health laws and regulations).

(b) Developer shall obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable Law that must be obtained or met before the Minimum Improvements may be lawfully constructed.

(c) Developer shall not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement, approved by the utility involved, or approved by the City if no utility is then utilizing the easement area.

(d) Prior to delivery of a Certificate of Completion to Developer, upon the request of the Authority, Developer shall, after reasonable advance notice from the Authority, provide the Authority and the City with reasonable access to Site A to inspect the Minimum Improvements for compliance with this Agreement.

(e) Prior to delivery of the Certificate of Completion, upon the request of the Authority from time to time, but not more than quarterly, Developer shall deliver progress reports to the Authority. The progress reports shall include: summary of progress to date, percent construction completion, identification of any Unavoidable Delays, and projected occupancy date.

(f) Developer shall comply and cause its contractors to comply with all applicable Environmental Law as it relates to Site A and the Minimum Improvements.

4.12 Certificate of Completion. Developer may notify the Authority and request a Certificate of Completion in accordance with this section. Developer may request a Certificate of Completion for the

Minimum Improvements at any time after substantial completion of the Minimum Improvements; provided, however, it will be a condition to the Authority's obligation to issue the Certificate of Completion hereunder that the City will have issued of a certificate of occupancy covering all elements of the Minimum Improvements. Within 30 days after receipt of such request, the Authority shall inspect the Minimum Improvements to determine if such Minimum Improvements have been completed in accordance with the terms and conditions of this Agreement. An example of the Authority's Completion checklist is included as part of the form of Certificate of Completion attached as Exhibit E. Following such inspection the Authority shall either furnish Developer with (a) an appropriate, recordable Certificate of Completion or (b) a written statement, indicating in adequate detail in what respects Developer has failed to complete the relevant portion of the Minimum Improvements and what measures or acts will be necessary, in the opinion of the Authority, for Developer to take or perform in order to obtain such certification. If the Authority issues a written statement in accordance with clause (b) above, Developer shall thereafter take such actions necessary to cure such deficiencies in the applicable Minimum Improvements. After such deficiencies have been cured, Developer shall notify the Authority and the Authority will re-inspect the applicable Minimum Improvements and take one of the actions described in clauses (a) and (b) hereof, and such process will continue until the Authority issues the applicable recordable Certificate of Completion. Issuance of a Certificate of Completion by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer to construct, or cause to be constructed, the Minimum Improvements.

Article V

Encumbrance of Site A

5.1 Mortgage of the Minimum Improvements Area.

(a) Until the Completion of the Minimum Improvements, Developer shall not engage in any financing or any other transaction creating any mortgage or other security interest in or lien upon Site A, or portion thereof, whether by express agreement or operation of law (a "Mortgage"), or suffer any Mortgage to be made on or attach to the Site A except for the purpose of obtaining funds necessary for constructing the Minimum Improvements and paying other Project costs whether or not set forth in the TIF Pro Forma.

(b) This restriction on encumbrance shall terminate upon Completion of the Minimum Improvements. Developer or any successor in interest to the Minimum Improvements or portion thereof, may sell or engage in financing or any other transaction creating a mortgage or encumbrance or lien on the Minimum Improvements or portion thereof after the Certificate of Completion has been obtained with respect to the Minimum Improvements, without obtaining the prior written approval of the Authority.

(c) Notwithstanding anything in this Agreement to the contrary, Developer is authorized, without the approval of the Authority, to obtain construction financing to cover the costs of construction of the Minimum Improvements and other Project costs whether or not set forth in the TIF Pro Forma and to mortgage Site A to provide security for construction financing.

5.2 Copy of Notice of Default to Mortgagee. If the City or the Authority delivers any notice or demand to Developer with respect to any Default under this Agreement, the City or the Authority, as applicable, will endeavor to also deliver a copy of such notice or demand to the mortgagee of any Mortgage at the address of such mortgagee provided in the recorded Mortgage or any other address thereafter provided to the Authority in a written notice from Developer or the mortgagee, provided that failure of the City or the Authority to give any such notice shall not limit the City's or the Authority's ability to exercise any of its remedies hereunder.

5.3 Mortgagee's Option to Cure Events of Default. Upon the occurrence of an Event of Default, the mortgagee under any Mortgage will have the right at its option, to cure or remedy such Event of Default within the cure periods set forth herein.

5.4 Rights of a Foreclosing Mortgagee. Except as provided in Section 5.6, an individual or entity who acquires title to all or a portion of the Minimum Improvements through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of Site A remains subject to each of the restrictions set forth in this Agreement and remains subject to all of the obligations of Developer, or any successor in interest to Developer, under the terms of this Agreement, but neither the purchaser at a foreclosure sale, the grantee under a deed in lieu of foreclosure, nor any subsequent transferee from a mortgagee shall have any personal liability for a breach of such obligations under this Agreement so long as:

(a) The party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Agreement;

(b) The party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Minimum Improvements on the portion of Site A it owns;

(c) The City has no obligation to approve any plans for Minimum Improvements or a portion of the Minimum Improvements the foreclosing mortgagee (or mortgagee obtaining a deed in lieu of foreclosure) owns or to issue any related building permits.

The purpose of this section is to permit a foreclosing lender (or mortgagee or purchaser obtaining a deed in lieu of foreclosure or a subsequent transferee) to hold title to the portion of Site A it acquires through foreclosure or deed in lieu of foreclosure, subject to, but without personal liability for the obligations under this Agreement, until it can sell the portion it holds to a third party who will assume the obligations of Developer under the terms of this Agreement and proceed with the construction of the Minimum Improvements pursuant to the terms of this Agreement. If, rather than passively holding title to the portion of Site A it acquires through foreclosure or deed in lieu of foreclosure, the foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure or subsequent transferee) or other purchaser at a foreclosure sale desires to construct the Minimum Improvements, the purchaser at the foreclosure sale must assume and perform each of the obligations of Developer, or the applicable successor to the interest of Developer, under this Agreement as to the portion of the Minimum Improvements subject to foreclosure. This section does not restrict the authority of the Authority to pursue its rights under any outstanding security, exercise remedies otherwise available under this Agreement or suspend the performance of the obligations of the Authority or Developer under this Agreement as otherwise allowed. The Authority agrees to reasonably cooperate with any foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) or other purchaser at a foreclosure sale in pursuing the Minimum Improvements in accordance with this Agreement.

5.5 Events of Default Under Mortgage. Developer shall use commercially reasonable efforts to obtain an agreement from any mortgagee under a Mortgage that in the event Developer is in default under any Mortgage, the mortgagee will use commercially reasonable efforts, within 30 days after it becomes aware of any such default and prior to exercising any remedy available to it due to such default, to notify the Authority in writing of (i) the fact of default; (ii) the elements of default; and (iii) the actions required to cure the default. Developer shall use its commercially reasonable efforts to obtain an agreement in any such Mortgage, that if, within the time period required by the Mortgage, the Authority cures any default under the Mortgage, the mortgagee will pursue none of its remedies under the Mortgage based on such default, provided that failure of Developer to obtain such an agreement from any such mortgagee shall not constitute a breach of this Agreement.

5.6 Subordination of Agreement. The City and the Authority will, upon the request of the holder of a Mortgage, execute and record a subordination agreement pursuant to which the City and the Authority agree that, upon a default by Developer under a Mortgage, the holder of the Mortgage may elect, in an instrument to be recorded in the Hennepin County land records and delivered to the City and the Authority before the commencement of proceedings to foreclose the Mortgage, to either (1) treat this Agreement as being subordinate to the lien of the Mortgage such that the foreclosure of the Mortgage and the failure to redeem from such foreclosure will extinguish and terminate this Agreement and the Site A TIF Note will automatically be cancelled and rescinded; or (2) to treat this Agreement as having priority over the Mortgage in which case this Agreement and the Site A TIF Note will survive the foreclosure of the Mortgage and this Agreement will be binding upon the holder of the Sheriff's Certificate issued in conjunction with the foreclosure of the Mortgage, subject to the terms and conditions of Section 5.4. If the holder of the Mortgage fails to notify the City and the Authority of its election under this Section 5.6 on or before the commencement of foreclosure proceedings, the holder of the Mortgage shall be deemed to have elected to treat this Agreement as being subordinate to the lien of the Mortgage such that the foreclosure of the Mortgage and the failure to redeem from such foreclosure will extinguish and terminate this Agreement and the Site A TIF Note will automatically terminate. The City and Authority each further agree that if the holder of a Mortgage elects to treat this Agreement as having priority over the Mortgage, the City and Authority, upon the completion of the foreclosure without redemption, agree that the time for the completion of the Minimum Improvements is extended to a date 12 months following the expiration of all applicable redemption periods or such later date the City and Authority approve in writing.

Article VI

Insurance and Indemnification

6.1 Insurance.

(a) Developer shall obtain and continuously maintain insurance on the Minimum Improvements and, from time to time at the request of the Authority, furnish proof to the Authority that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that Developer must obtain and continuously maintain, provided that Developer shall obtain the insurance described in clause (i) below with respect to the Minimum Improvements prior to the Commencement of construction thereof and is only obligated to maintain the insurance described in clause (i) until Developer receives a Certificate of Completion:

(i) Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to 100% of the insurable value of the Minimum Improvements at the date of Completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Authority, and the City as an additional insured, with limits against bodily injury and property damage of not less than \$5,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(iii) Workers compensation insurance, for employees of Developer if and to the extent required by Law.

(b) All insurance required in this Article shall be obtained and continuously maintained by responsible insurance companies selected by Developer which are authorized under the laws

of the State to assume the risks covered by such policies. If available on commercially reasonable terms, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least 30 days before the cancellation or modification becomes effective. Not less than 15 days prior to the expiration of any policy, Developer must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

6.2 Indemnification.

(a) Developer releases and covenants and agrees that the City Parties shall not be liable for and agrees to indemnify and hold harmless the City Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in the Minimum Improvements constructed by Developer, except to the extent attributable to the negligence or intentional misconduct of any City Party.

(b) Except to the extent of the negligence or intentional misconduct of any City Party, Developer shall indemnify the City Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer, or any of its owners, agents, contractors, or employees, under this Agreement or the transactions contemplated hereby, including, without limitation, the construction, installation, ownership, and operation of the Minimum Improvements.

Article VII
Other Developer Covenants

7.1 Developer Reimbursement Obligations. Developer shall pay all reasonable out of pocket costs of the City and the Authority in connection with the Minimum Improvements and the TIF Assistance provided to Developer, including, but not limited, the costs and expenses of the City Consultants, the costs of the development and negotiation of this Agreement and any amendments or modifications to this Agreement, the development of the TIF Plan, the creation of the TIF District, the blight study of the existing buildings, fiscal analysis, legal fees, and all other costs and expenses related thereto. Sufficient monies must be provided to the Authority along with the request for TIF Assistance. These monies shall be held in escrow. Any unused monies shall be returned to Developer. These monies shall not bear interest. After the escrowed monies have been used, Developer shall pay such costs monthly upon presentation of invoices and other documentation of such costs, not more than 30 days after the request for payment is delivered to Developer. All such costs will be Qualified Redevelopment Costs pursuant to the TIF Pro Forma.

7.2 Maintenance and Operation of the Improvements. Developer shall, at all times during the term of this Agreement, maintain and operate the Minimum Improvements in a safe and secure way and in compliance with this Agreement and applicable Law. Developer shall pay all of the reasonable and necessary expenses of the operation and maintenance of the Minimum Improvements, including all premiums for insurance insuring against loss or damage thereto and adequate insurance against liability for injury to persons or property arising from the construction of the Minimum Improvements as required pursuant to this Agreement. During construction of the Minimum Improvements, Developer shall not knowingly cause any person working in or attending the Minimum Improvements for any purpose, or any tenant of the Minimum Improvements, to be exposed to any hazardous or unsafe condition; provided that such party shall not be in Default hereunder if it has required the contractors employed to perform work on the Minimum Improvements to take such precautions as may be available to protect the persons in and around the Minimum Improvements from hazards arising from the work, and has further required each such

contractor to obtain and maintain liability insurance protecting against liability to persons for injury arising from the work. The expenses of operation and maintenance of the Minimum Improvements shall be borne solely by Developer.

7.3 Cooperation with Litigation. Developer shall reasonably cooperate with the Authority with respect to any litigation commenced by third parties with respect to Site A; however, this provision does not obligate Developer to incur costs, except as otherwise provided in this Agreement or elsewhere.

7.4 Condemnation, Damage, or Destruction. In the event that title to and possession of the Minimum Improvements or any material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the Authority or the City) or the Minimum Improvements is damaged or destroyed, Developer shall, with reasonable promptness after such taking, notify the Authority as to the nature and extent of such damage or taking, as applicable. Upon receipt of any condemnation award or insurance proceeds Developer shall elect to either: (a) use the entire condemnation award or insurance proceeds to reconstruct the Minimum Improvements (or, in the event only a part of the Minimum Improvements has been taken or damaged, then to reconstruct such part) upon the remaining property to the extent necessary to maintain and continue operations of Minimum Improvements for its intended purpose; or (b) in the event that the condemnation affects or taking or damage or destruction affects Site A but not the Minimum Improvements thereon, retain, for the account of Developer, all of the condemnation award or insurance proceeds.

7.5 Business Subsidy Agreement. The Authority and Developer have determined that a business subsidy agreement within the meaning of the Minnesota Business Subsidy Act, Minnesota Statutes, Sections 116J.993 through 116J.995 is not required in accordance with the exception contained in the Minnesota Business Subsidy Act, Minnesota Statutes, Section 116J.993, subd. 3(17), because Developer's investment in the purchase of the Minimum Improvements Area and site preparation thereon is 70% or more of the assessor's current year's estimated market value for the Minimum Improvements Area.

7.6 Developer/Authority Grant Applications. Developer and the Authority will cooperate in efforts to obtain available public grant funding to undertake the Minimum Improvements, including but not limited to grants from the Hennepin County Environmental Response Fund (ERF), Hennepin County Transit Oriented Development (TOD), Met Council Tax Base Revitalization Account (TBRA), Met Council Livable Communities Demonstration Account (LCDA), DEED Contamination Cleanup Grant, DEED Redevelopment Grant, and any other funding from metropolitan, state, county, and federal sources identified by the Authority or Developer as reasonably available. Costs of preparing the grant applications and preparing required reports shall be borne by Developer. City staff shall have the final authority to review and submit the grant applications to the applicable agency. To the extent additional grant funds not reflected in the TIF Pro Forma are obtained, any such amounts shall be taken into consideration by the Authority when the Authority reviews the updated TIF Pro Forms and other information under Article III prior to issuing the Site A TIF Note. Developer shall reasonably cooperate with the City and the Authority with respect to the administration of any grants received from Hennepin County, Metropolitan Council, or State of Minnesota to support the construction of the Minimum Improvements.

7.7 Mitigation of Construction Disruption. Developer shall comply with directions set and regulations enforced by the City Engineering and Building Inspection Departments regarding on site construction activities. All construction work shall be limited to the standard hours determined by the City. Deliveries to and from the jobsite shall also occur within allowable hours. Heavy trucks must follow routes established by the City. Provision shall be made for on-site or dedicated off-site parking on private property for all workers employed on the jobsite. Employee parking is prohibited on local streets and elsewhere

where prohibited by lawfully installed regulatory signs. Developer shall make best efforts to mitigate construction disruption to surrounding properties.

7.8 Temporary Landscaping; Screening of Site B and C, and Sidewalks.

(a) Temporary Landscaping. In the event that a “Go-Ahead Letter” for Sites B and C has not been received by the Authority in accordance with the Site B/C Redevelopment Agreement by 30 days before the Certificate of Completion for the Minimum Improvements hereunder, Developer shall prepare Sites B and C, or cause the same to be prepared, in rough graded condition with top soil and grass seed and with barriers erected around Sites B and C to prevent vehicles from accessing these unfinished pads and to prevent unlawful access to and use of Sites B and C (e.g., illegal dumping). Developer shall maintain, or cause to be maintained, the unfinished Sites B and C building pads in a presentable condition and free of garbage and weeds until commencement of the Site B/C Minimum Improvements on the applicable Lot. Developer’s failure to initially satisfy these requirements shall be a Default hereunder and shall entitle the Authority to withhold the Certificate of Completion for the Minimum Improvements until such failure is cured. Furthermore, if Developer fails to timely install or maintain the required site conditions under this Section, the City and Authority shall have all rights and remedies hereunder with respect to such Default, including, without limitation, the remedies set forth in Section 7.8(d) below.

(b) Temporary Screening. In the event that a “Go-Ahead Letter” for Sites B and C has not been received in accordance with the Site B/C Redevelopment Agreement within 180 days after the Certificate of Completion for the Minimum Improvements hereunder, Developer shall install, and continuously maintain in good condition, trees, shrubs and/or decorative screening around the perimeter of each unfinished Sites B and C building pads in a manner reasonably approved by the Authority. If Developer fails to timely install or maintain the required screening elements under this Section, it shall be a Default hereunder and the City and Authority shall have all rights and remedies hereunder with respect to such Default, including, without limitation, the remedies set forth in Section 7.8(d) below.

(c) Temporary Sidewalks. Developer shall maintain, or cause to be maintained, at all times, pedestrian sidewalks in the Project Area along France Avenue and 70th Street West and on Site B along 71st Street and along Ewing Avenue, in each case, in good condition, except Developer may temporarily remove and/or barricade such sidewalks as reasonably required for pedestrian protection and/or completion of construction work, in each case, during periods of active construction on the corresponding portion of the Project Area. Developer shall use reasonable efforts to minimize any such temporary sidewalk removals and closures. If any such sidewalks are required to be removed before the installation of the applicable, permanent Sidewalks and Streetscapes, Developer shall promptly install and maintain, or cause to be installed and maintained, slightly temporary sidewalks that comply with applicable City code and other applicable Law. If Developer fails to timely install or maintain the required pedestrian sidewalks under this Section, it shall be a Default hereunder and the City and Authority shall have all rights and remedies hereunder with respect to such Default, including, without limitation, the remedies set forth in Section 7.8(d) below.

(d) Self-Help. If Developer fails to timely complete or maintain the site conditions required under Sections 7.8(a) through (c) and such failure continues for 30 days after notice thereof from the Authority, then, notwithstanding anything to the contrary herein regarding the remedies afforded to the City and the Authority under this Agreement, the City and the Authority (and/or its agents, employees, and/or contractors) shall have the immediate right and license, but not the obligation, to enter upon the applicable Lot to cure such failure on behalf of Developer and Developer shall pay to the City and/or Authority, as applicable, all costs and expenses incurred on account thereof, and if Developer fails to make payment in accordance with a statement of such costs and expenses within 30 days after receipt thereof, the

City shall have the right to assess the costs incurred by the City and/or the Authority to all or any portion of Site A as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

(e) City Manager Discretion to Modify Requirements and Deadlines for Temporary Conditions. Notwithstanding anything to contrary in this Section 7.8, but subject to applicable Law, the parties hereto acknowledge and agree that the City Manager is hereby, and shall be, authorized to grant to Developer exceptions and/or extensions of the above temporary condition requirements and deadlines if strict compliance with the above requirements and/or deadlines is impractical and/or inefficient given the anticipated timing of construction activities on Site B and/or Site C, which such exceptions and/or extensions may be granted by the City Manager in his or her sole, but reasonable, discretion following written request from Developer with reasonable information supporting such request.

7.9 Project Information.

(a) Project Ownership. Developer shall provide the City and Authority with the final organizational structure for the ownership of Site A and the Minimum Improvements, and the identity of all parties with an ownership interest in the Minimum Improvements of 10% or greater as required to be disclosed in the Financing Commitments. Developer shall confirm such organizational and ownership information at the time Developer submits the Go-Ahead Letter, and periodically thereafter in accordance with clause (b) below. Prior to delivery of information regarding firm financing commitment or delivery of a Go-Ahead Letter, Developer will provide additional financing updates as requested by the Authority, whether by oral or written request, within two (2) business days after the request.

(b) Other Information. In addition to the other Project information required to be provided by Developer hereunder, Developer shall provide or make available for review at Developer's offices to the City and/or Authority such information regarding Developer and the Project as the City and/or Authority may reasonably request in writing from time to time in order for the City and Authority to monitor Developer's progress on the Minimum Improvements and the financing thereof, the prospects of the Minimum Improvements, and/or the status of Developer's obligations hereunder, including without limitation the follow: (i) market studies and/or market data used by Developer to make decision regarding the financing, design, and development of the Minimum Improvements promptly upon request in writing and in no event later than two business days following such request and (ii) the status of Minimum Improvements ownership, organizational structure, financing, leasing, and sales, no more frequently than monthly, but otherwise promptly upon request in writing and in no event later than two business days following such request. The City and Authority will treat all such information which Developer includes a caption stating that the same is proprietary or trade secret information as nonpublic data under and in accordance with the Minnesota Data Practices Act, Minnesota Statutes chapter 13.

Article VIII

Transfer Limitations

8.1 Representation as to the Minimum Improvements. Developer represents to the City and the Authority that its undertakings under this Agreement are for the purpose of developing the Minimum Improvements and not for the purpose of speculation in land holding. Developer acknowledges that, in view of the importance of the Minimum Improvements to the general welfare of the City and the Authority, and the substantial financing and other public aids that have been made available by the City and the Authority for the purpose of making such Minimum Improvements possible, the qualifications and identity of Developer are of particular concern to the Authority. Developer further acknowledges that the City and the

Authority are willing to enter into this Agreement with Developer because of the qualifications and identity of Developer.

8.2 Limitation on Transfers.

(a) Until the Authority's issuance of the Certificate of Completion, Developer shall not sell, assign, convey, lease or transfer in any other mode or manner any of its right, title, and interest in and to this Agreement, all or any part of Site A, or the Minimum Improvements, without the express written approval of the Authority, provided that the consent of the Authority shall not be required for any of the following:

(i) granting of a mortgage or other security interests in Site A and/or the Minimum Improvements as provided in Article V hereof;

(ii) collaterally assigning Developer's rights and obligations under this Agreement and the Site A TIF Note to the holder of any Mortgage that is permitted under the terms of Section 5.1;

(iii) leasing the Minimum Improvements in the normal course of business in a manner consistent with this Agreement and the City Approvals; or

(iv) assigning this Agreement (in full, but not in part) to: (A) a Related Party of Developer, (B) Orion Investments, or (C) a joint venture entity in which Developer or a Related Party thereof will hold at least a ten percent (10%) ownership interest and be responsible for the day-to-day management of the Minimum Improvements, and a reputable, institutional investor will hold up to a ninety percent (90%) ownership interest; provided, in any case: (1) such permitted assignee party executes an agreement in a form reasonably approved by the Authority pursuant to which such permitted assignee party, as applicable, assumes and agrees to perform the obligations of Developer under this Agreement, and (2) Developer provides the Authority with such information and documentation required by the Authority to confirm the completion of such transfer and that the such transfer meets the requirements of this subsection.

(b) If the Authority's consent to a transfer of the Site A TIF Note or this Agreement, pursuant to Section 3.5 and/or Section 8.2, as applicable, is required, then the Authority shall be entitled to require, as conditions to its approval of any sale, assignment, conveyance, use or transfer of any rights, title, and interest in and to this Agreement, the Site A TIF Note, Site A or the Minimum Improvements that:

(i) Any proposed transferee shall not be exempt from the payment of real estate taxes and shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer;

(ii) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the Authority have expressly assumed all of the obligations of Developer (or such obligations of Developer as are applicable to the portion of the Minimum Improvements acquired) under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject;

(iii) Developer must submit all instruments and other legal documents involved in effecting transfer to the Authority; and

(iv) Developer and the transferee must comply with such other reasonable conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the TIF Act, the Authority, this Agreement, the Minimum Improvements, and/or the Project; and

(v) The transferee must demonstrate, in a manner satisfactory to the Authority, its ability to perform all assumed obligations in this Agreement.

(c) In the absence of specific written agreement by the City and the Authority to the contrary, neither the transfer of the Minimum Improvements, or any portion thereof, prior to the issuance of the Certificate of Completion for the Minimum Improvements or the City's or the Authority's consent to such a transfer will relieve Developer of its obligations under this Agreement; provided, however, in the event of a transfer to a permitted assignee party under Section 8.2(a)(iii), the Authority and the City will release Developer of its obligations under this Agreement accruing after the date of such permitted transfer.

(d) After the Authority's issuance of the Certificate of Completion, Developer may freely assign or transfer this Agreement (and the Site A TIF Note, subject to the requirements of Section 3.5) without the Authority's or the City's consent; provided, however, Developer must promptly notify the Authority and the City in writing of the name and contact information of the successor Developer under this Agreement and the effective date of such assignment or transfer.

Article IX

Events of Default and Remedies

9.1 Events of Default Defined. "Events of Default" under this Agreement include any one or more of the events listed in Sections 9.2 and 9.3.

9.2 Developer Events of Default. The following shall be Events of Default for Developer:

(a) subject to Unavoidable Delays and Cure Rights, Developer's failure to achieve Commencement and Completion of any aspect of the Minimum Improvements by the applicable "Default Date" set forth in Section 4.1, provided that if the Authority issues a Certificate of Completion, such failure shall no longer be an Event of Default;

(b) subject to Unavoidable Delays and Cure Rights, Developer shall Default in its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion of the various elements thereof), or shall abandon or substantially suspend construction work on the Minimum Improvements, and any such Default, violation, abandonment or suspension is not cured, ended or remedied within 30 days after written notice to do so, provided that if the Authority issues a Certificate of Completion, such failure shall no longer be an Event of Default;

(c) there is, in violation of this Agreement, any conveyance or other transfer of Site A and/or the Minimum Improvements or any part thereof, and such violation is not cured within 30 days after written notice to do so;

(d) subject to Unavoidable Delay and Cure Rights, failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, any of the City Easements, the City Approvals, or any other agreements regarding

the Minimum Improvements, and the continuation of such failure for a period of 30 days after written notice of such failure from any party hereto;

(e) if, prior to the delivery of the Certificate of Completion, Developer shall (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or State law; or (ii) make an assignment for the benefit of its creditors; or (iii) become insolvent or adjudicated a bankrupt; or if a petition or answer proposing the adjudication of Developer, as a bankrupt or its reorganization under any present or future Federal bankruptcy act or any similar Federal or State law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of Developer, or of the Minimum Improvements, or part thereof, shall be appointed in any proceeding brought against Developer, and shall not be discharged within 90 days after such appointed, or if Developer shall consent to or acquiesce in such appointment.

9.3 City and Authority Events of Default. Subject to Cure Rights and events beyond the City's and/or the Authority's control, the failure of the City or the Authority to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of 30 days after written notice of such failure from any party hereto shall be an Event of Default for the City or the Authority.

9.4 Cure Rights. If a Default occurs under this Agreement which reasonably requires more than 30 days to cure, such Default shall not constitute an Event of Default, provided that the curing of the Default is promptly commenced upon receipt by the defaulting party of the written notice of the Default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that the defaulting party keeps the non-defaulting party informed at all times of its progress in curing the Default; provided, however in no event shall such additional cure period for any Default extend beyond 180 days.

9.5 Authority Remedies on Developer Events of Default. Whenever any Event of Default occurs by Developer, the Authority may take any one or more of the following actions:

(a) terminate this Agreement (but not the Site A TIF Note if then issued by the Authority);

(b) only for any uncured material Event of Default, the Authority may suspend interest accrual and/or withhold payments due under the Site A TIF Note until Developer has cured any Default which gave rise to such Event of Default;

(c) suspend performance under this Agreement until it receives assurances from Developer or the holder of any Mortgage, deemed adequate by the Authority, that Developer or the holder of any Mortgage will cure the Event of Default and continue its performance under this Agreement,

(d) withhold the Certificate of Completion where such Event of Default relates to Completion of the Minimum Improvements or the issuance of the Certificate of Completion;

(e) take whatever action at law or in equity may appear necessary or desirable to the Authority to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; and

(f) the Authority shall have all remedies available at law and in equity to enforce performance of this Agreement including a right to specific performance.

9.6 City Remedies on Developer Events of Default. Whenever any Event of Default of Developer occurs, the City may suspend performance of its obligations under this Agreement and take whatever action at law or in equity may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement, including an action for specific performance.

9.7 Developer Remedies on City or Authority Events of Default. Whenever any Event of Default of the City or the Authority occurs, Developer, may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the City or the Authority under this Agreement, including, without limitation, an action for specific performance.

9.8 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, the Authority or Developer is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the City or Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

9.9 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.10 Reimbursement of Attorneys' Fees. Whenever a Default occurs and the non-defaulting party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement under this Agreement, the defaulting party shall, within 10 days of written demand by the non-defaulting party pay to such non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party. In the event of any enforcement action hereunder following a Default, the prevailing party, in addition to other relief, shall be entitled to an award of attorney's fees and costs. The City, Authority and Developer waive their right to a jury trial on the issues of who is the prevailing party and the reasonable amount of attorneys' fees and costs to be awarded to the prevailing party. Those issues will be decided by the trial judge upon motion by one or both parties, such motion to be decided based on the record as of the end of the jury trial augmented only by the testimony and/or affidavits from the attorneys and their staff. The parties agree that, subject to the trial judge's discretion, the intent of this clause is to have all issues related to the award of attorneys' fees and costs decided by the trial judge as quickly as practicable.

Article X

Additional Provisions

10.1 Conflicts of Interest. No member of the Board or other official of the Authority shall have any financial interest, direct or indirect, in this Agreement, the TIF District or the Minimum Improvements, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision

relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the Authority shall be personally liable to the City or the Authority in the event of any Default or breach by Developer of any obligations under the terms of this Agreement.

10.2 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be in writing and shall be sufficiently given or delivered if it is dispatched by reputable overnight courier, sent registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and addressed to:

Developer at: c/o Mortenson Development, Inc.
Attn: Robert J. Solfelt
700 Meadow Lane North
Minneapolis, MN 55422

with a copy to: Mortenson Development, Inc.
Attention: Stacey Braybrook
700 Meadow Lane North
Minneapolis, MN 55422

The Authority at: Housing and Redevelopment Authority of Edina, Minnesota
Attention: Executive Director
4801 West 50th Street
Edina, MN 55424

with a copy to: Dorsey & Whitney LLP
Attention: Jay R. Lindgren
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

The City at: City of Edina
Attention: City Manager
4801 West 50th Street
Edina, MN 55424

with a copy to: Dorsey & Whitney LLP
Attention: Jay R. Lindgren
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

10.4 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this

Agreement shall be venued exclusively in Hennepin County District Court, Fourth Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The Authority and Developer hereby consent to personal jurisdiction and venue in the foregoing court. The Authority and Developer hereby waive trial by jury for any litigation arising out of this Agreement.

10.5 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable under applicable Law, the remainder of this Agreement shall not be affected thereby, and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law.

10.6 Consents and Approvals. Whenever the terms “consent,” “approve,” or “approval” are used herein, they shall mean consent or approval in a party’s sole discretion, unless specifically provided otherwise. All consents or approvals must be delivered in writing in order to be effective.

10.7 Additional Documents. When reasonably requested to do so by another party, each party shall execute or cause to be executed any further documents as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

10.8 Limitation. All covenants, stipulations, promises, agreements and obligations of the Authority or Developer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and Developer, and not of any governing body member, officer, agent, servant, manager or employee of the Authority or Developer in the individual capacity thereof.

10.9 City/Authority Approval. Unless the City Council or the Board, as applicable, determines otherwise in its discretion, all approvals and other actions required of or taken by the Authority or the City shall be effective upon action by the Authorized Representative of the Authority or City, as applicable (or in either case his/her designee), unless (a) this Agreement explicitly provides for approval by the City Council or the Board of the Authority, (b) approval by the Council or Board is required by law or (c) the approval, in the opinion of the City Manager or the Executive Director, would result in a material change in the terms of this Agreement.

10.10 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the items covered by this Agreement, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the items covered by this Agreement.

10.11 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

10.12 Survival of Terms. The following Sections will survive the expiration or earlier termination of this Agreement: Section 6.1 [Insurance]; Section 6.2 [Indemnification]; Section 7.1 [Developer Reimbursement Obligations]; Section 7.8 [Temporary Landscaping; Screening of Site B and C, and Sidewalks]; Sections 9.5 through 9.10 [Remedies on Default, etc.] to the extent of any Event of Default arising prior to such termination or expiration; Section 10.3 [Notices and Demands]; Section 10.4 [Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury]; Section 10.14 [No Waiver of Governmental Immunity and Limitations on Liability]; and Section 10.17 [Limited Liability].

10.13 Data Practices Act. Developer acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Developer with regard to the performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes.

10.14 No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's or Authority's immunity or the immunity of the City's and Authority's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's or Authority's liability or the liability of the City's and Authority's employees, consultants and independent contractors. By entering into this Agreement, the Authority does not waive any rights, protections, or limitations as provided under law and equity for the Authority, or of their respective employees, consultants and contractors.

10.15 City and Authority Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's or Authority's regulatory authority.

10.16 Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of the County. However, Developer shall cause a memorandum of this Agreement to be so recorded or filed in the form attached as **Exhibit F**, and hereby incorporated herein by reference upon execution of this Agreement upon Site A. At the time of execution of this Agreement the parties hereto will also execute and acknowledge the Memorandum of Agreement.

10.17 Limited Liability. Notwithstanding anything to contrary provided in this Agreement, it is specifically understood and agreed, such agreement being the primary consideration for the execution of this Agreement by Developer, that (a) there should be absolutely no personal liability on the part of any director, officer, manager, member, employee or agent of Developer or the City or Authority with respect to any terms, covenants and conditions in this Agreement; (b) Developer and the Authority waive all claims, demands and causes of action against the other parties' directors, officers, managers, members, employees and agents in any Event of Default, by either party, as the case may be, of any of the terms, covenants and conditions of this Agreement to be performed by either party; and (c) Developer and the Authority, as the case may be, shall look solely to the assets of the other party for the satisfaction of each and every applicable remedy in the Event of Default by any party, as the case may be, of any of the terms, covenants and conditions of this Agreement such exculpation of liability to be absolute and without any exception whatsoever.

10.18 Time is of the Essence. Time is of the essence of this Agreement and each and every term and condition hereof; provided, however, that if any date herein set forth for the performance of any obligations by Developer or the Authority or for the delivery of any instrument or notice as herein provided should not be on a business day, the compliance with such obligations or delivery shall be deemed acceptable on the next following business day.

10.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

10.20 Amendments. This Agreement shall not be amended unless in writing and executed by the parties hereto. Developer shall be responsible for obtaining any necessary consent to an amendment to this Agreement from the Construction Lender or Permanent Lender, as applicable.

10.21 Term. The term of this Agreement shall be effective from the Effective Date above written until the earlier of (a) the date this Agreement is terminated pursuant to the terms and conditions hereof, (b) payment in full of the Site A TIF Note, or (c) the date of termination of the TIF District. Upon termination,

the parties agree to execute and record a document terminating this Agreement and providing for the release of the obligations under this Agreement.

10.22 Estoppel Certificate. Each party shall, within fifteen (15) days after request from the other party hereto, deliver a written statement which may be relied upon by the requesting party, or any lender or transferee of the requesting party, setting forth (a) whether, to the best knowledge of the party providing the written statement, that the requesting party is not in default and there exists no circumstance which with the giving of notice or lapse of time, or both, would constitute a default (or if such party is aware of any such default or circumstance specifying the same); and (b) such other factual certifications as may be reasonably requested by the requesting party.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City, the Authority and Developer have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

City of Edina, Minnesota

By: _____
James B. Hovland, Mayor

By: _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by James B. Hovland and Scott H. Neal, the Mayor and City Manager, respectively, of the City of Edina, Minnesota, on behalf of the City of Edina.

Notary Public

**Housing and Redevelopment Authority of
Edina, Minnesota**

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

MDI France Avenue, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by _____, the _____ of MDI France Avenue, LLC, a Minnesota limited liability company, on behalf of the company.

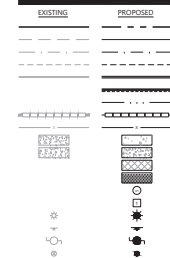
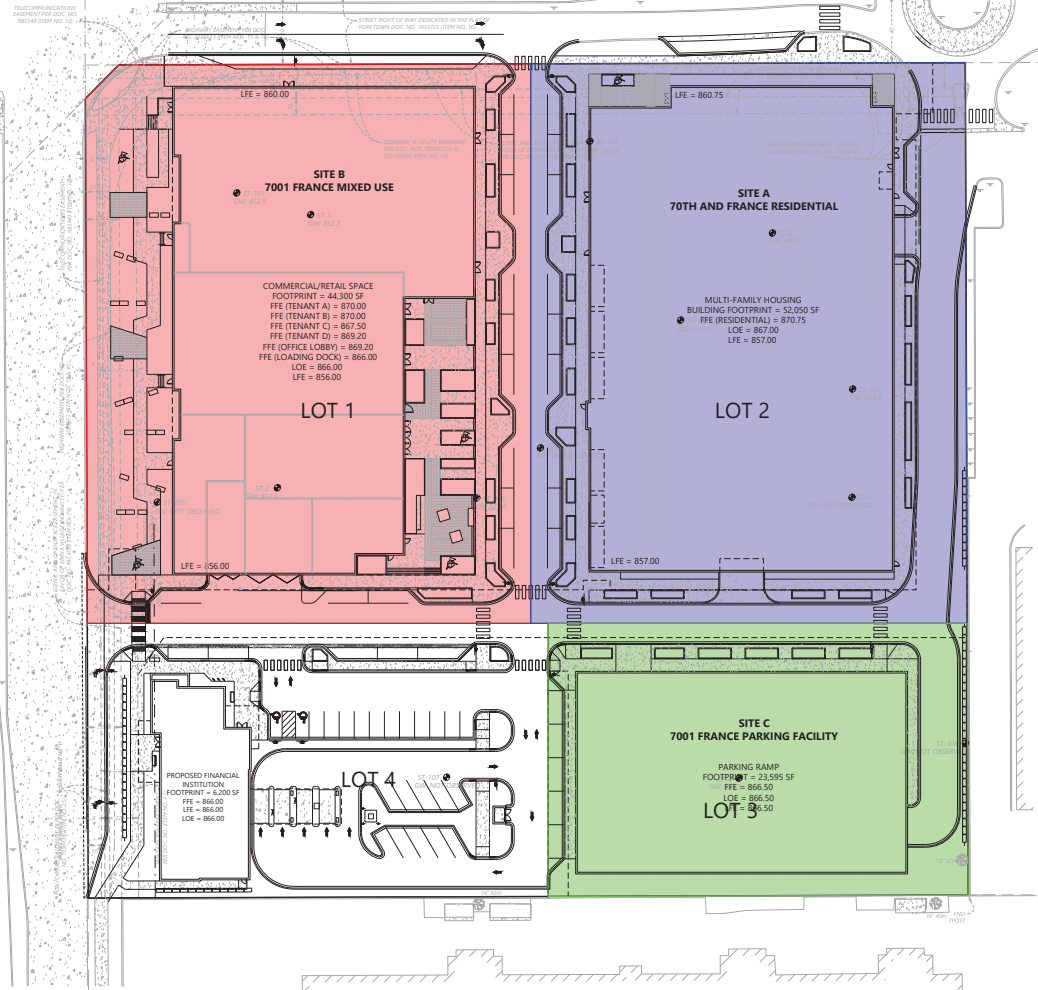
Notary Public

Exhibit A

Project Site Plan

[See attached.]

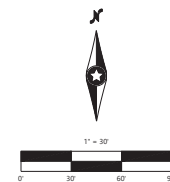
FRANCE AVENUE SOUTH



- PROPERTY LINE
- LOT LINE
- SETBACK LINE
- EASEMENT LINE
- CURB AND GUTTER
- TIP-OUT CURB AND GUTTER
- POND NORMAL WATER LEVEL
- RETAINING WALL
- FENCE
- CONCRETE DRIVEWAY
- CONCRETE SIDEWALK
- HEAVY DUTY BITUMINOUS PAVEMENT
- NORMAL DUTY BITUMINOUS PAVEMENT
- NUMBER OF PARKING STALLS
- TRANSFORMER
- SITE LIGHTING
- TRAFFIC SIGN
- POWER POLE
- BOLLARD / POST

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRE)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/GROCERY	2.02 AC.	51,600
LOT 2	MULTI-FAMILY RESIDENTIAL	1.99 AC.	44,300
LOT 3	PARKING FACILITY	0.93 AC.	21,050
LOT 4	BANK	1.03 AC.	6,100
TOTAL	-	5.98 AC.	123,050

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



NOT FOR CONSTRUCTION

SHEET NUMBER:

SITE PROJECT AREA PLAN

Westwood
12701 W. Kenmore
Midvale, UT 84046
888-955-6222
www.westwood.com

Phone: 801-937-6160
Fax: 801-937-6022
Toll Free: 801-937-6150

Westwood Polyurethane Services, Inc.

EDINA, MN
7001 FRANCE

PREPARED FOR:

UNION/ MCKENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

PRINTED: 10/20/2021	EXP: 10/24/2022
REVISED: 09/13/2021	FILE: 11814814.DOC

PROJECT PLAN / PLO

DESIGNED	
CHECKED	
DRAWN	

C200

Exhibit B

Final Development Plan

[See attached.]

70th & FRANCE RESIDENTIAL

7001 W 70th St, Edina MN 55435



70th & France
Residential
7001 W 70th St
Edina, MN 55435



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

Signature _____

Typed or Printed Name _____

License # Date _____

NOT FOR CONSTRUCTION

DRAWING INDEX

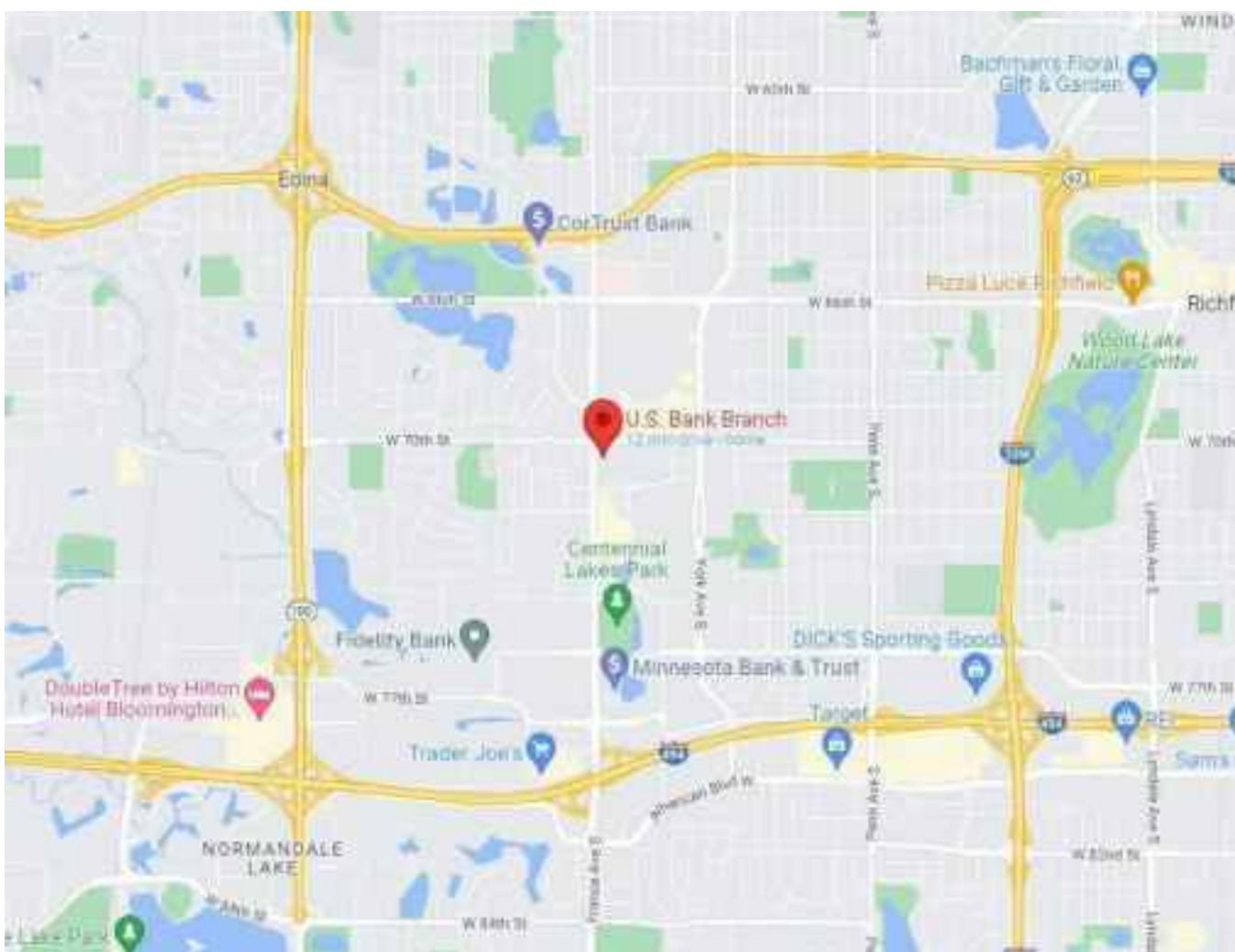
DRAWING INDEX - ENTITLEMENT				
SHEET NUMBER	SHEET NAME	SITE PLAN REVIEW - 5/13/2022		
GENERAL INFORMATION				
T1	TITLE SHEET			
CIVIL				
C100	EXISTING CONDITIONS AND REMOVALS PLAN			
C101	SITE PLAN OVERLAY			
C200	SITE PROJECT AREA PLAN			
C201	SITE PLAN			
C300	GRADING PLAN			
C301	EROSION CONTROL PLAN			
C400	SANITARY AND WATERMAIN PLAN			
C401	STORM SEWER PLAN			
C500	CITY DETAILS			
C501	DETAILS			
LANDSCAPE				
L1.0	LANDSCAPE SITE PLAN			
L2.0	LANDSCAPE PLANTING PLAN			
L5.0	LANDSCAPE DETAILS			

DRAWING INDEX - ENTITLEMENT				
SHEET NUMBER	SHEET NAME	SITE PLAN REVIEW - 5/13/2022		
ARCHITECTURAL				
A0.1	EXISTING SITE IMAGES			
A0.2	SITE PLAN			
A1	FLOOR PLAN - LEVEL 1			
A1.5	FLOOR PLAN - LEVEL 0.5 / P1			
A2	FLOOR PLAN - LEVEL 2			
A3	FLOOR PLAN - LEVEL 3			
A4	FLOOR PLAN - LEVEL 4			
A5	FLOOR PLAN - LEVEL 5			
A6	FLOOR PLAN - LEVEL 6, 7, 8-21 (TYP)			
A7	FLOOR PLAN - LEVEL 22-24			
A10	ELEVATIONS - NORTH & EAST			
A11	ELEVATIONS - SOUTH & WEST			
A12	EXTERIOR MATERIALS			
A13	DESIGN PERSPECTIVES			

PROJECT LOCATION



Site



Vicinity

PROJECT TEAM

OWNER/DEVELOPER: Mortenson Development, Inc
700 Meadow Lane North
Minneapolis, MN 55422

Lincoln Properties?

ARCHITECT: Elness Swenson Graham Architects Inc.
500 Washington Ave. South, Suite 1080
Minneapolis, MN 55415
Ph: 612-339-5508
Fx: 612-339-5382

CONTRACTOR: Mortenson Construction
700 Meadow Lane North
Minneapolis, MN 55422
Ph: 612-339-5508

CIVIL ENGINEER: Westwood Engineering
12701 Whitewater Dr #300
Minnetonka, MN 55343
Ph: 952-337-5150

LANDSCAPE ARCHITECT: Confluence
530 N 3rd Street, Suite 120
Minneapolis, MN 55401
Ph: 612-333-3702

STRUCTURAL ENGINEER: T.B.D.

BUILDING METRICS

ESG Architecture & Design														5/11/2022	
Levels	Gross SF	Parking GSF	Commercial	Residential GSF	Res. Amenity	Circulation	Residential NLSF	Efficiency NLSF	Amenity Deck	Green roof	Resident Storage Option	Flex Enclosed Stalls	Surface Stalls	Res. Enclosed Stalls	Res. Units
P1 Parking	11,457	11,283	-	174		174								38	0
1 Retail / Lobby / Parking	47,503	34,977	1,372	11,154	7,451	3,703	-					9		80	
2 Parking / Apartments	51,841	41,034		10,807		2,575	8,232	76%						113	8
3 Parking / Apartments	51,841	41,034		10,807		2,575	8,232	76%						113	8
4 Parking / Apartments	46,520	37,015		9,505		2,575	6,930	73%						100	6
5 Apartments / Amenity	18,190			18,190	6,569	3,141	8,480	47%	16,726	14,748					8
6 Apartments	15,564			15,564		2,275	13,289	85%							15
7 Apartments	14,521			14,521		2,275	12,246	84%							14
8 Apartments	14,521			14,521		2,275	12,246	84%							14
9 Apartments	14,521			14,521		2,275	12,246	84%							14
10 Apartments	14,521			14,521		2,275	12,246	84%							14
11 Apartments	14,521			14,521		2,275	12,246	84%							14
12 Apartments	14,521			14,521		2,275	12,246	84%							14
13 Apartments	14,521			14,521		2,275	12,246	84%							14
14 Apartments	14,521			14,521		2,275	12,246	84%							14
15 Apartments	14,521			14,521		2,275	12,246	84%							14
16 Apartments	14,521			14,521		2,275	12,246	84%							14
17 Apartments	14,521			14,521		2,275	12,246	84%							14
18 Apartments	14,521			14,521		2,275	12,246	84%							14
19 Apartments	14,521			14,521		2,275	12,246	84%							14
20 Apartments	14,521			14,521		2,275	12,246	84%							14
21 Apartments	14,521			14,521		2,275	12,246	84%							14
22 Penthouse Apartments / Amenity	10,244			10,244	1,471	2,030	6,743	66%	1,077						4
23 Penthouse Apartments	8,861			8,861		2,118	6,743	76%							4
24 Penthouse Apartments	8,861			8,861		2,118	6,743	76%							4
25 Mech	3,165			3,165											
Total	491,862	165,343	1,372	324,973	15,491	57,235	249,082		17,803	14,748	0	9	-	444	267

Unit Mix	Mix	# of Units	# of Beds	Units SF	NLSF
Studio	12%	32	32	513	16,416
Alcove	14%	37	37	598	22,122
One Bedroom	32%	86	86	861	74,059
One Bedroom + Den	9%	24	48	1,013	24,312
Two Bedroom V1	13%	34	68	1,062	36,113
Two Bedroom V2	8%	22	44	1,244	27,376
Two Bedroom V3	8%	21	42	1,397	29,331
Two Bedroom V4 (Penthouse)	2%	5	10	1,639	8,193
Three Bedroom (Penthouse)	2%	6	18	1,891	11,343
Total	100%	267	385	934	249,265

*183 sf delta due to average sf calcs ~ -78 sf per unit

Metrics	
Total Dwelling Units	267
Enclosed Residential Stalls	444
Surface Street Stalls	-
Enclosed Commercial Stalls	9
Total Commercial Stalls	9
Commercial Stalls per 1000SF	6.56
Total Residential Stalls	444
Residential Stalls / Dwelling Unit	1.66
Residential Stalls / Bedroom	1.15
Average Unit Size	934

Residential GSF per Unit	
GSF/Stall	1217
P1	250
Level 2, 4, & 4	363
Total	365.00
Total w/ Site 'C'	338
Amenity GSF per Res. GSF	4.8%

*Does not include Site C Areas & Stalls

**Includes all Site A/B/C Structured Parking

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
02/03/20

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

ESG
DRAWN BY

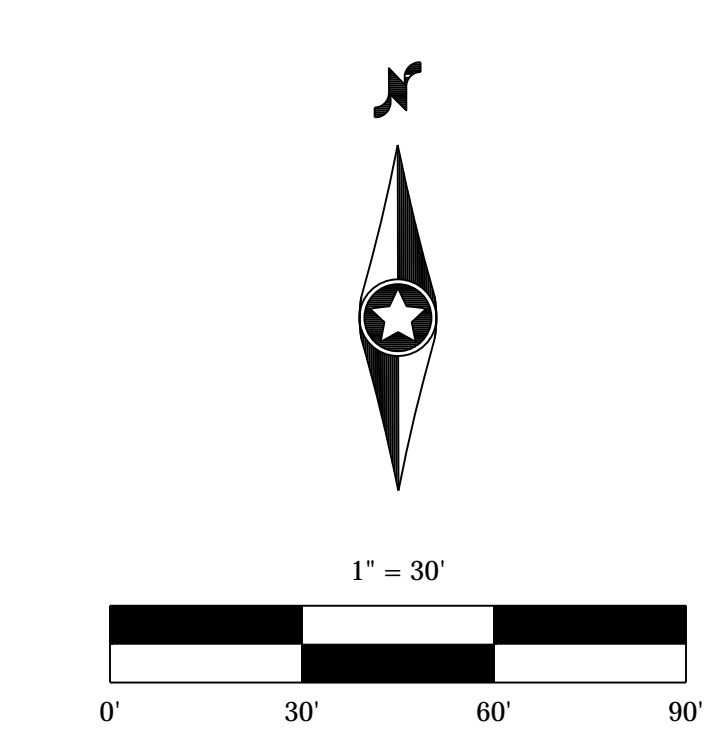
ESG
CHECKED BY

KEY PLAN

70th & France Residential

TITLE SHEET

T1

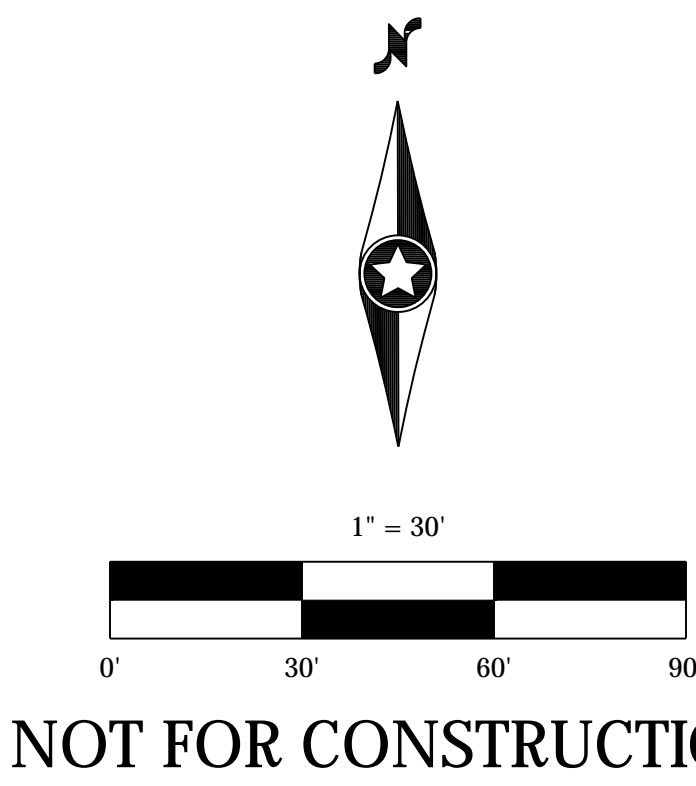
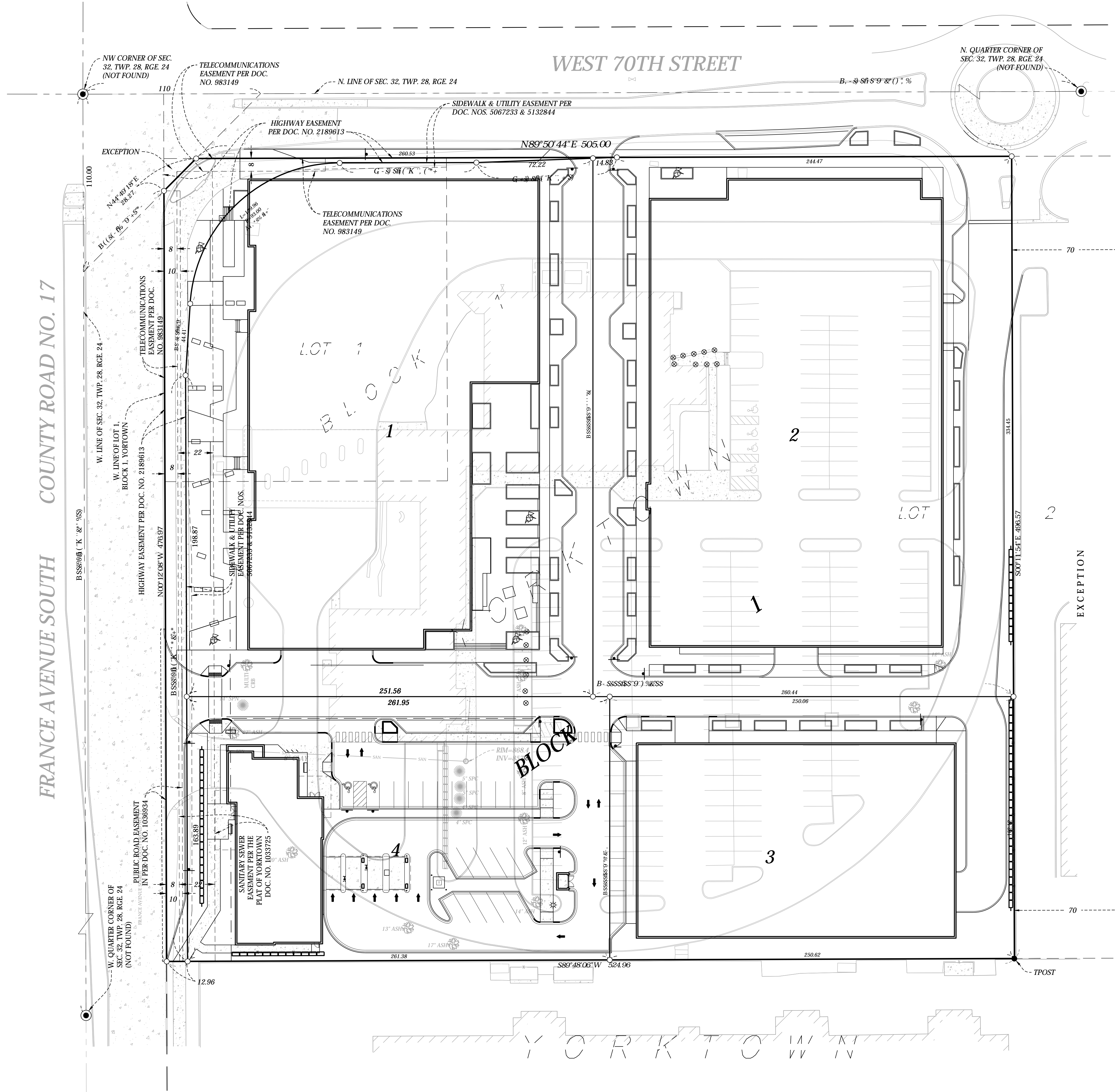


EXISTING	PROPOSED	PROPERTY LINE
		SAW CUT PAVEMENT
<u>EXISTING</u>	<u>REMOVALS</u>	
SAN		CURB & GUTTER
WAT		SANITARY SEWER
WAT		WATER MAIN
STO		HYDRANT
GAS		STORM SEWER
PG&E		GAS
POH		UNDERGROUND ELECTRIC
TEL		OVERHEAD ELECTRIC
TEL		UNDERGROUND TELEPHONE
TEL		OVERHEAD TELEPHONE
FO		TELEPHONE FIBER OPTIC
CTV		CABLE TELEVISION
		RETAINING WALL
F		FENCE
		CONCRETE
		BITUMINOUS
		BUILDING
		TREE
		LIGHT POLE
		TRAFFIC SIGN
		CONSTRUCTION BARRICADE
		SOIL BORING LOCATION
		TREE LINE

1. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPEARANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPAIRING MISCELLANEOUS ITEMS (SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
3. CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR ALL EXISTING OR PROPOSED UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

TREES TO BE REMOVED: 72
TREES TO REMAIN: 4
TOTAL TREES: 76

1. SAW CUT LINE
2. REMOVE BITUMINOUS
3. EXISTING BITUMINOUS TO REMAIN
4. REMOVE CONCRETE
5. REMOVE EXISTING BUILDING
6. REMOVE CURB
7. REMOVE RETAINING WALL
8. REMOVE MONUMENT SIGN



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811 or call811.com
Common Ground Alliance

DISCUSS	10/16/20	PRELIMINARY DEVELOPMENT PLAN / FUD
REVISIONS		
DATE	10/16/2021	WATERSHED COMMENTS
BY		COUNTY SUBMITTAL
DATE	10/16/2022	CITY STORMWATER COMMENTS
BY		SITE PLAN REVIEW
DATE	10/16/2022	

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55445

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA
DAVID T. BUD
DATE: 10/16/2022 LICENSE NO. 1000000000

7001 FRANCE
EDINA, MN

Westwood
Phone (952) 337-5150 12701 Whitewater Drive, Suite #200
Fax (952) 337-5152 Minneapolis, MN 55443
Email info@westwoodmn.com
Westwood Professional Services, Inc.

SITE PLAN OVERLAY

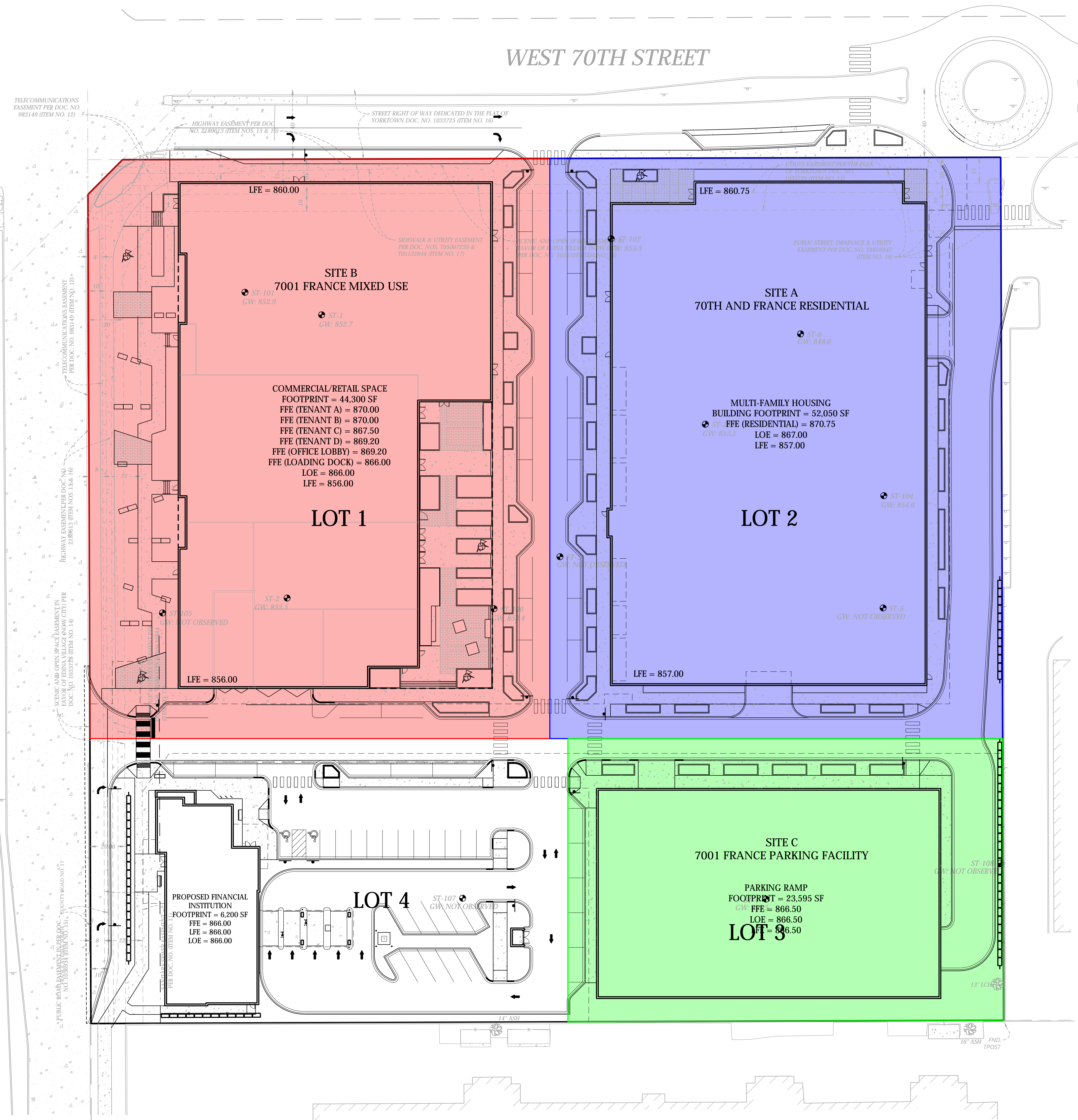
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C101






























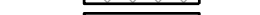










DATE: 10/16/20

PROJECT NUMBER: 0029211.10

7001 FRANCE



SITE LEGEND

<u>EXISTING</u>	<u>PROPOSED</u>	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND
		NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

SITE DATA CHART

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRE)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/GROCERY	2.09 AC.	51,600
LOT 2	MULTI FAMILY RESIDENTIAL	1.92 AC.	44,300
LOT 3	PARKING FACILITY	0.93 AC.	21,050
	BANK	1.03 AC.	6,100
TOTAL	-	5.98 AC.	123,050

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Common Ground Alliance

INITIAL ISSUE	10/16/2020	
REVISIONS		
Δ	09/13/2021	DISCARD
Δ	PRELIMINARY DEVELOPMENT PLAN / PUD	
Δ	01/26/2022	CHOKED
Δ	WATERSHED COMMENTS	
Δ	02/08/2022	DRAWN
Δ	COUNTY SUBMITTAL	HORIZONTAL SCALE
Δ	05/06/2022	VERTICAL SCALE
Δ	CITY STURMWARE COMMENTS	B at 3"
Δ	05/12/2022	SITE PLAN PUDOWN

PREPARED FOR:

ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

DAVID T. BADE

DATE 05/13/2022 LICENSE NO. _____

7001 FRANCE
EDINA, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

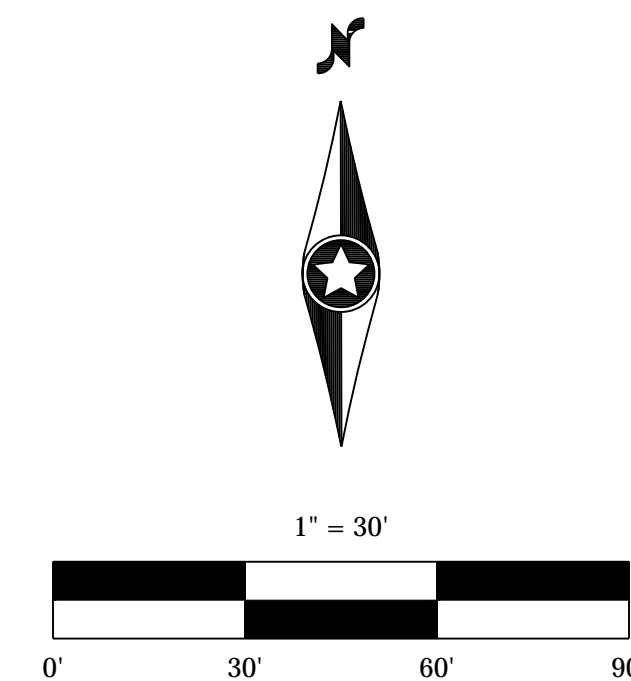
SITE PROJECT AREA PLAN

SHEET NUMBER:

C200

DATE: 05/13/2022

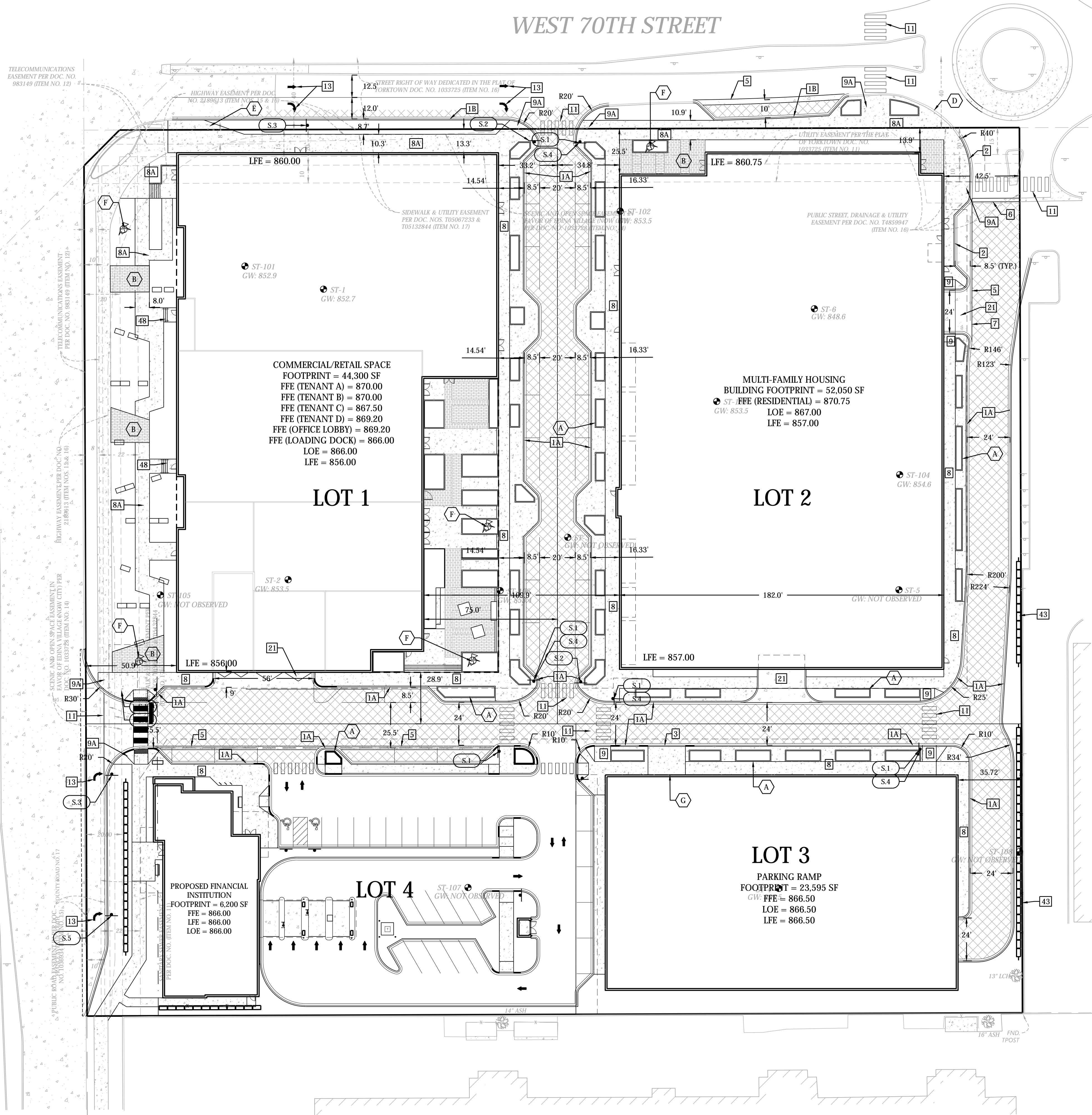
PROJECT NUMBER: 0029211.10



NOT FOR CONSTRUCTION

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FRANCE AVENUE SOUTH COUNTY ROAD NO. 17



SITE LEGEND

EXISTING	PROPOSED	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TIP-OUT CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	NORMAL DUTY BITUMINOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNETONKA, MN, 2020.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 5.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

SITE DEVELOPMENT SUMMARY

EXISTING ZONING:	PDC-3, PLANNED COMMERCIAL
PROPOSED ZONING:	PUD - PLANNED UNIT DEVELOPMENT
PARCEL DESCRIPTION:	LOT 1, BLOCK 1, YORKTOWN, HENNEPIN COUNTY, MINNESOTA
PROPERTY AREA:	260,594 SF (5.98 AC)
PERVIOUS SURFACE:	71,861 SF (27.6%)
IMPERVIOUS SURFACE(RATIO):	188,733 SF (72.4%)
FLOOR-AREA-RATIO(FAR):	SEE ARCH PLANS
BUILDING SETBACK PER CODE:	XX'-FRONT XX'-SIDE / XX'-SIDE TO ROW XX'-REAR

SITE DATA CHART

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRE)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/GROcery	2.02 AC.	51,600
LOT 2	MULTI-FAMILY RESIDENTIAL	1.99 AC.	44,300
LOT 3	SENIOR HOUSING	0.93 AC.	21,050
LOT 4	BANK	1.03 AC.	6,100
TOTAL		5.98 AC.	123,050

1 SITE DETAILS (SI-0XX)

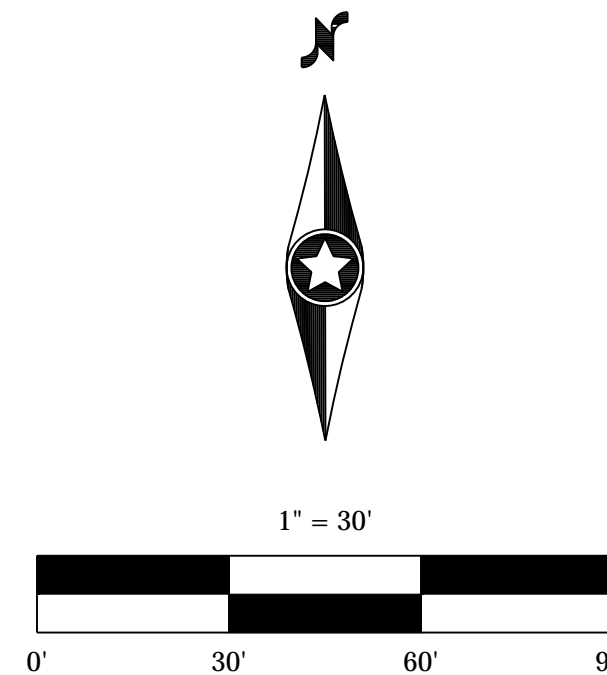
- B612 CURB AND GUTTER
- B618 CURB AND GUTTER
- SURMOUNTABLE CURB AND GUTTER
- FLUSH CURB AND GUTTER
- VALLEY GUTTER
- CONCRETE CROSS GUTTER
- ENTRANCE THRU CURB AND GUTTER
- PRIVATE CONCRETE SIDEWALK
- PUBLIC CONCRETE SIDEWALK
- PRIVATE PEDESTRIAN CURB RAMP
- PUBLIC PEDESTRIAN CURB RAMP
- CROSS WALK STRIPING
- TRAFFIC ARROW
- SIGN INSTALLATION
- PAVEMENT SECTIONS
- HEAVY DUTY CONCRETE SECTION
- SAW CUT CONTROL JOINT
- CONCRETE CURB AT SIDEWALK
- TRANSITION CURB (B612)
- RETAINING WALL WITH FENCE USING SLEEVE-IT SYSTEM
- B612 AND SURMOUNTABLE CURB TRANSITION
- CONCRETE STAIR AND RAILING DETAIL

(X) SITE KEYNOTES

- PLANTER CURB (TYP)
- CONCRETE PAVERS (TYP)
- GENERATOR
- EXISTING SURMOUNTABLE CURB IN ROUNDABOUT
- BIKE LANE EXIT RAMP ONTO SHARED SIDEWALK
- PUBLIC ART - SEE LANDSCAPE PLAN
- PEDESTRIAN ENTRANCE TO PARKING RAMP

(S-10) SIGN LEGEND

- REFERENCE
- STOP SIGN
 - NO TRUCKS
 - RIGHT LANE MUST TURN RIGHT
 - PEDESTRIAN CROSSING
 - RIGHT TURN LANE



NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DISCUSS:	10/16/2020
DESIGN:	10/16/2020
PREPARED FOR:	ORION/MORTENSON
PROJECT:	4530 WEST 77TH STREET SUITE #385
DATE:	05/13/2022
EDINA, MN 55445	

7001 FRANCE
EDINA, MN

7001 FRANCE
EDINA, MN

7001 FRANCE
EDINA, MN

Westwood
12701 Whitewater Drive, Suite #200
Minnetonka, MN 55343
Phone: (952) 337-2510
Fax: (952) 337-2522
Email: info@westwoodmn.com
Westwood Professional Services, Inc.

SITE PLAN

SHEET NUMBER:

C201

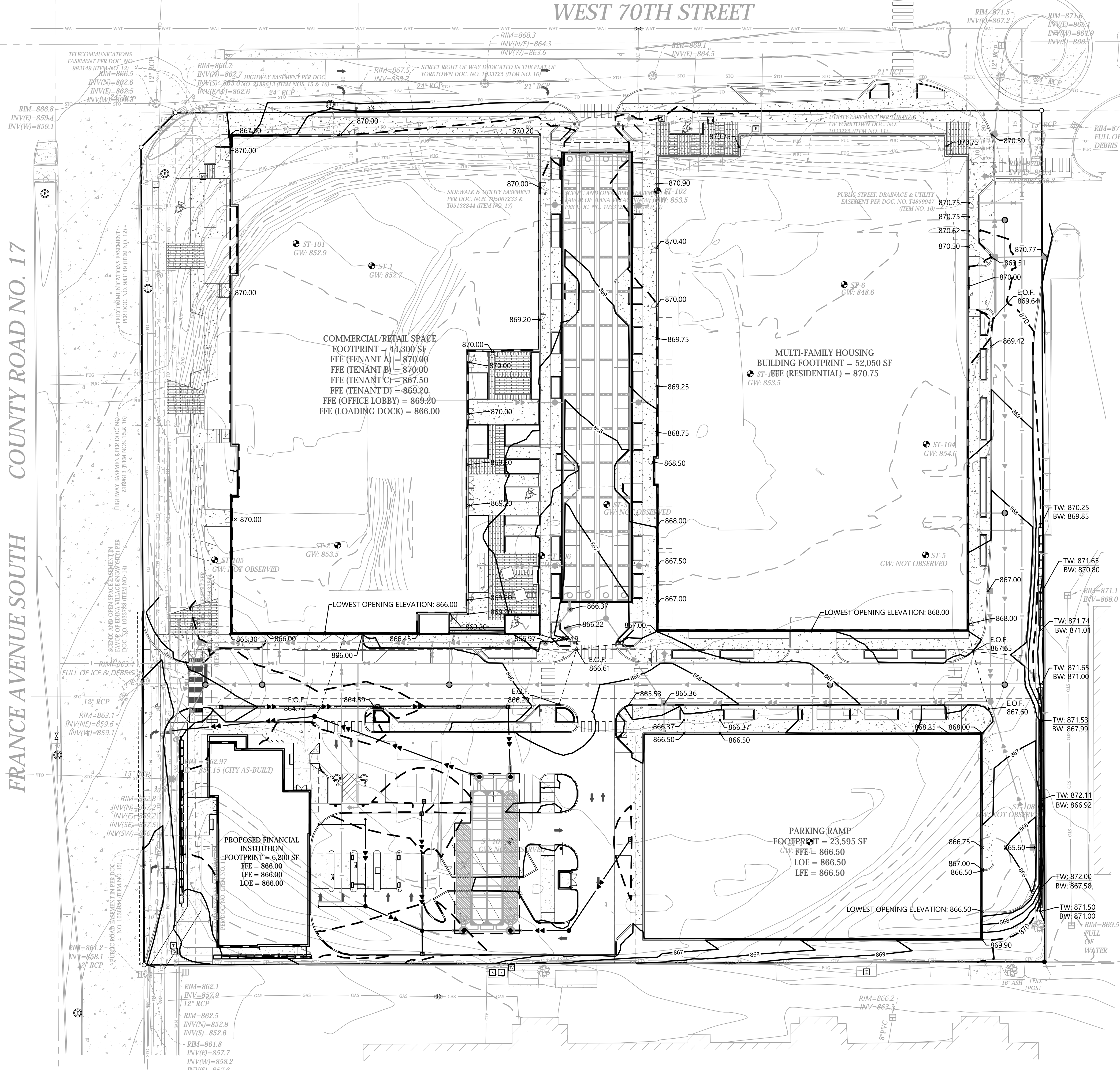
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PROJECT NUMBER: 0029211.00

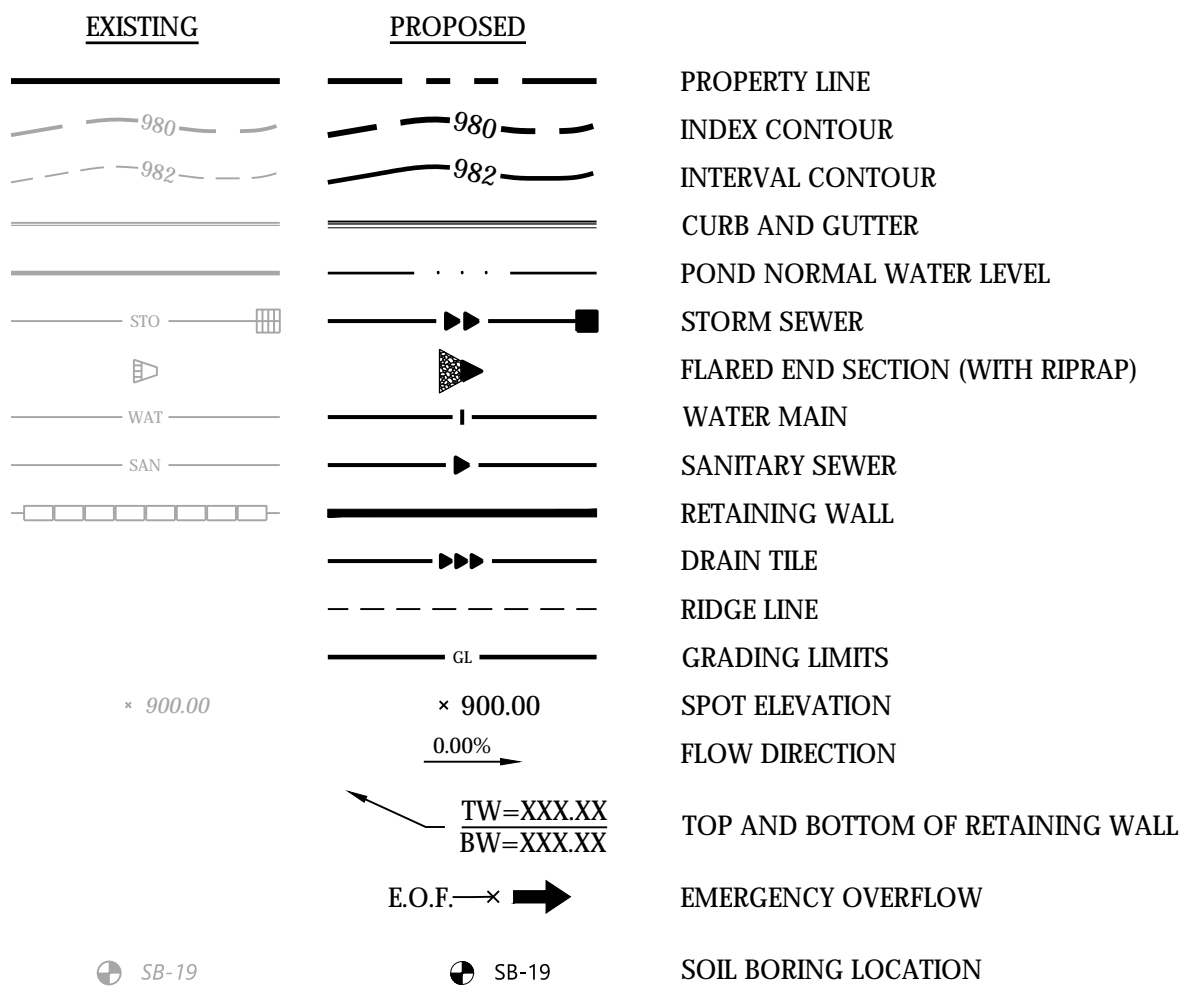
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FRANCE AVENUE SOUTH COUNTY ROAD NO. 17

WEST 70TH STREET



GRADING LEGEND



GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

FILTRATION/INFILTRATION BASIN NOTES

- BASIN EXCAVATION AND PIPE INSTALLATION MAY TAKE PLACE BEFORE CURB INSTALLATION. ALL OTHER BASIN CONSTRUCTION MUST WAIT UNTIL FINAL SITE LANDSCAPING. REMOVE SEDIMENT FROM EXCAVATED BASIN PRIOR TO PLACEMENT OF FILTER MEDIA. PLACE SAND BAGS OR SIMILAR ITEM IN CURB CUTS TO PRE-FILTER STORM WATER UNTIL PLANTS ARE ESTABLISHED IN BASINS. MAINTAIN INLET PROTECTION ON DOWN STREAM INLETS UNTIL BASINS ARE ON-LINE.
- BASIN EXCAVATION SHALL BE WITH TOOTHED-BUCKETS TO SCARIFY THE BOTTOM.
- PLACE SILT FENCE AROUND BASINS AS SHOWN IMMEDIATELY AFTER BASIN CONSTRUCTION.
- BASINS MUST BE TESTED FOR INFILTRATION RATE AFTER TOTAL SITE STABILIZATION. A DUAL RING INFILTROMETER SHALL BE USED FOR TESTING. MINIMUM INFILTRATION RATE IS 1-INCH PER HOUR. IF BASIN DOES NOT MEET INFILTRATION RATE, CONTRACTOR MUST TAKE CORRECTIVE ACTION UNTIL MINIMUM INFILTRATION RATE IS MET. CORRECTIVE ACTION MAY INCLUDE REMOVING PLUG IN DRAIN TILE. ALL TESTING AND CORRECTIVE ACTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE INCIDENTAL TO THE CONTRACT, WITH NO DIRECT COMPENSATION MADE.

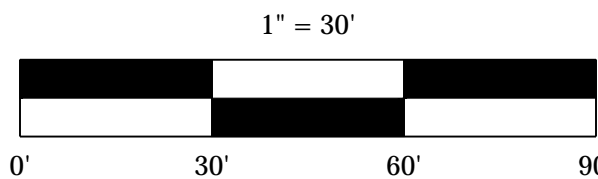
SOIL REPLACEMENT NOTE

GEOTECHNICAL EVALUATIONS FOUND A LAYER OF CLAYEY SAND APPROXIMATELY 4 FEET BELOW THE BOTTOM OF THE PROPOSED INFILTRATION CHAMBERS. SHOULD THIS MATERIAL BE ENCOUNTERED DURING CONSTRUCTION, THE EXISTING CLAYEY SAND MUST BE REMOVED AND REPLACED WITH MATERIAL HAVING AN INFILTRATION RATE COMPARABLE WITH THE POORLY-GRADED SAND LOCATED AT THE BOTTOM OF THE SYSTEM.

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NINE MILE CREEK WATERSHED DISTRICT GENERAL PROVISIONS

- ALL TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE EROSION AND SEDIMENTATION CONTROL PLANS MUST BE INSTALLED PRIOR TO COMMENCEMENT OF SURFACE OR VEGETATION ALTERATION AND BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED AS DETERMINED BY NMCWD. IF SILT FENCE IS USED, THE BOTTOM FLAP MUST BE BURIED AND THE MAXIMUM ALLOWABLE SPACING BETWEEN POSTS IS 4-FOOT ON CENTER. ALL POSTS MUST BE EITHER 2-INCH X 2-INCH PINE, HARDWOOD, OR STEEL FENCE POSTS. IF HAY BALES ARE USED, ALL BALES MUST BE STAKED IN PLACE AND REINFORCED ON THE DOWNSTREAM SIDE WITH SNOW FENCE.
- ALL AREAS ALTERED BECAUSE OF CONSTRUCTION MUST BE RESTORED WITH SEED AND DISCED MULCH, SOD, WOOD FIBER BLANKET, OR BE HARD SURFACED WITHIN TWO WEEKS AFTER COMPLETION OF LAND ALTERATION AND NO LATER THAN THE END OF THE PERMIT PERIOD.
- UPON FINAL STABILIZATION, THE PERMIT APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES INSTALLED THROUGHOUT THE PROJECT SITE.
- AT THE ENTRYWAY ONTO THE SITE, A ROCK FILTER DIKE BEING A MINIMUM OF TWO FEET IN HEIGHT AND HAVING MAXIMUM SIDE SLOPES OF 4:1 MUST BE CONSTRUCTED. THIS ROCK FILTER DIKE WILL ENABLE CONSTRUCTION TRAFFIC TO ENTER THE SITE AND ALSO PROVIDE AN EROSION CONTROL FACILITY.
- IF DEWATERING IS REQUIRED AND SUMP PUMPS ARE USED, ALL PUMPED WATER MUST BE DISCHARGED THROUGH AN EROSION CONTROL FACILITY PRIOR TO LEAVING THE CONSTRUCTION SITE. PROPER ENERGY DISSIPATION MUST BE PROVIDED AT THE OUTLET OF THE PUMP SYSTEM.
- THE NMCWD MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE NMCWD, ITS OFFICERS, EMPLOYEES AND AGENTS REVIEW, COMMENT UPON, AND APPROVE PLANS AND SPECIFICATIONS PREPARED BY PERMIT APPLICANTS AND THEIR CONSULTANTS FOR THE LIMITED ADMINISTRATIVE PURPOSE OF DETERMINING WHETHER THERE IS REASONABLE ASSURANCE THAT THE PROPOSED PROJECT WILL COMPLY WITH THE REGULATIONS AND CRITERIA OF THE NMCWD. THE DETERMINATION OF THE NMCWD THAT ISSUANCE OF THIS PERMIT IS APPROPRIATE WAS MADE IN RELIANCE ON THE INFORMATION PROVIDED BY THE APPLICANT.
- THE GRANT OF THIS PERMIT SHALL NOT IN ANY WAY RELIEVE THE PERMITTEE, ITS ENGINEER, OR OTHER PROFESSIONAL CONSULTANTS OF RESPONSIBILITY, NOR SHALL IT MAKE THE NMCWD RESPONSIBLE FOR THE LIMITED ADMINISTRATIVE PURPOSE OF DETERMINING WHETHER THERE IS REASONABLE ASSURANCE THAT THE PROPOSED PROJECT WILL COMPLY WITH THE REGULATIONS AND CRITERIA OF THE NMCWD. THE DETERMINATION OF THE NMCWD THAT ISSUANCE OF THIS PERMIT IS APPROPRIATE WAS MADE IN RELIANCE ON THE INFORMATION PROVIDED BY THE APPLICANT.
- THE ISSUE OF THIS PERMIT DOES NOT CONVEY ANY PROPERTY RIGHTS IN EITHER REAL OR PERSONAL PROPERTY, OR ANY EXCLUSIVE PRIVILEGES, NOR DOES IT AUTHORIZE ANY INJURY TO PRIVATE PROPERTY OR ANY INVASION OF PERSONAL RIGHTS, NOR ANY INFRINGEMENT OF FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS.



NOT FOR CONSTRUCTION

DISCUSSED	10/16/2020
CHECKED	09/12/2021
DRAWN	01/28/2022
DESIGNED	01/28/2022
SCALE	05/09/2022
SCALE	05/12/2022

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE 4365
EDINA, MN 55445

1. I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
DAVID T. BADE
DATE: 05/13/2022 (LICENSE NO.)

7001 FRANCE
EDINA, MN

Westwood
12701 Whitewater Drive, Suite #200
Minneapolis, MN 55443
(612) 337-2169
(612) 337-2162
Fax: (612) 337-2162
www.westwood-engineers.com

GRADING PLAN

SHEET NUMBER:

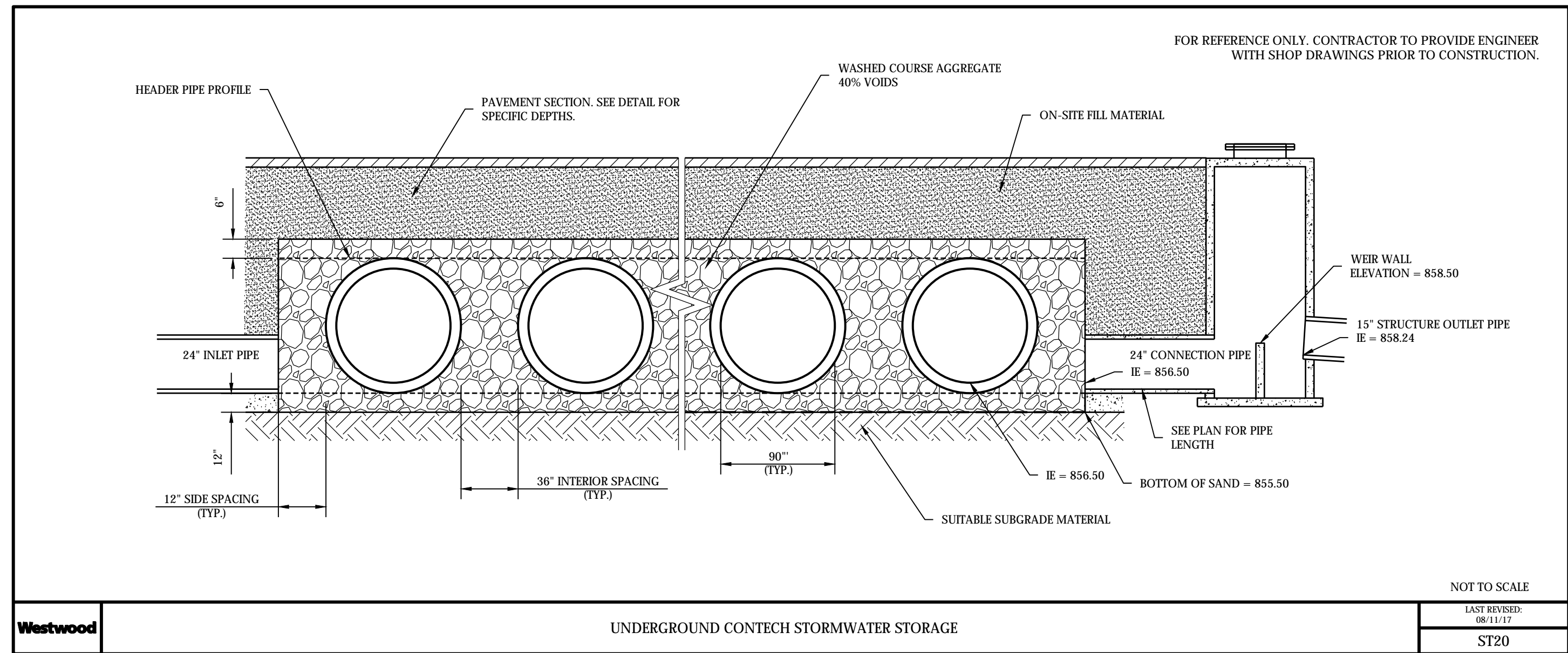
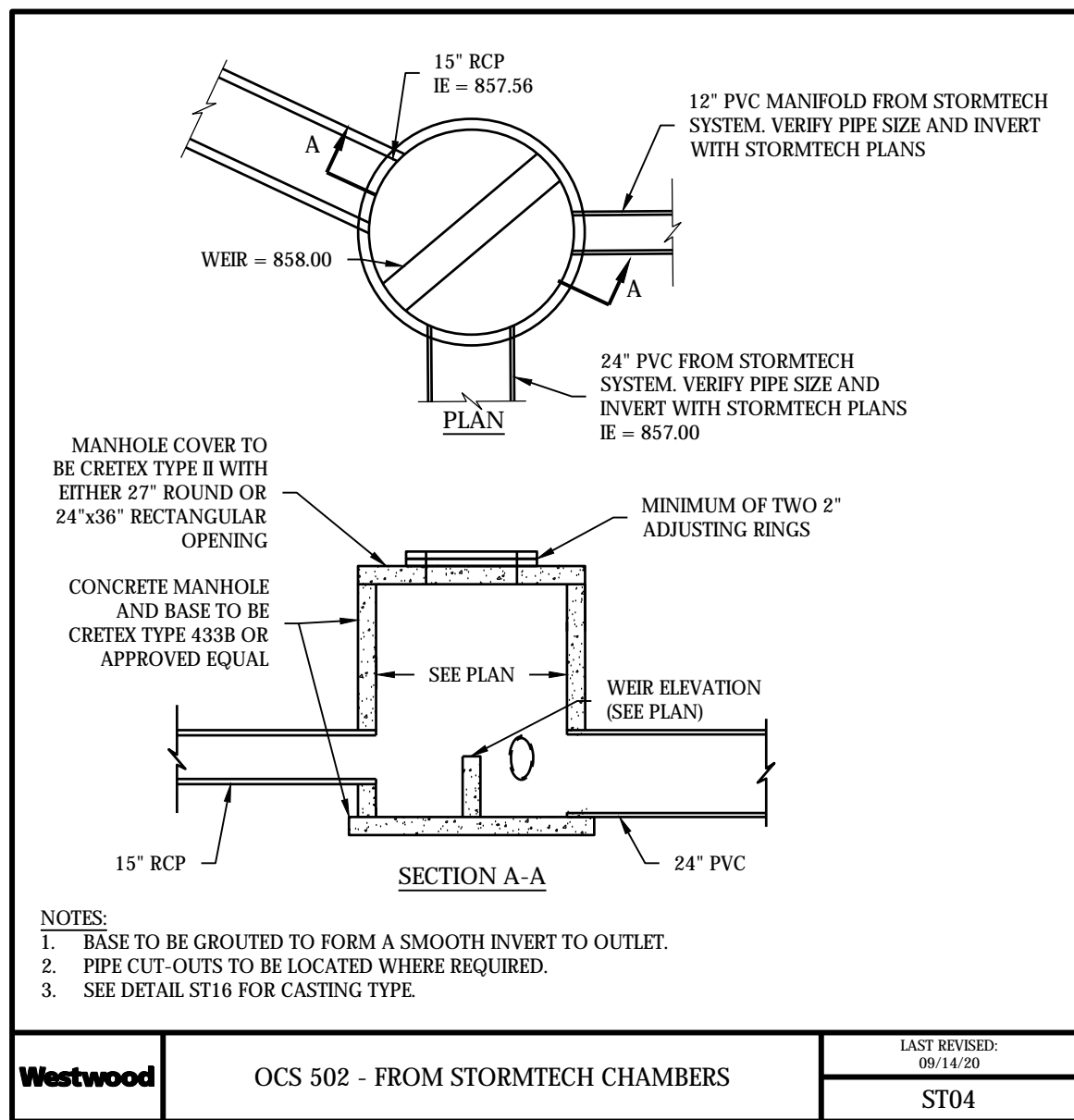
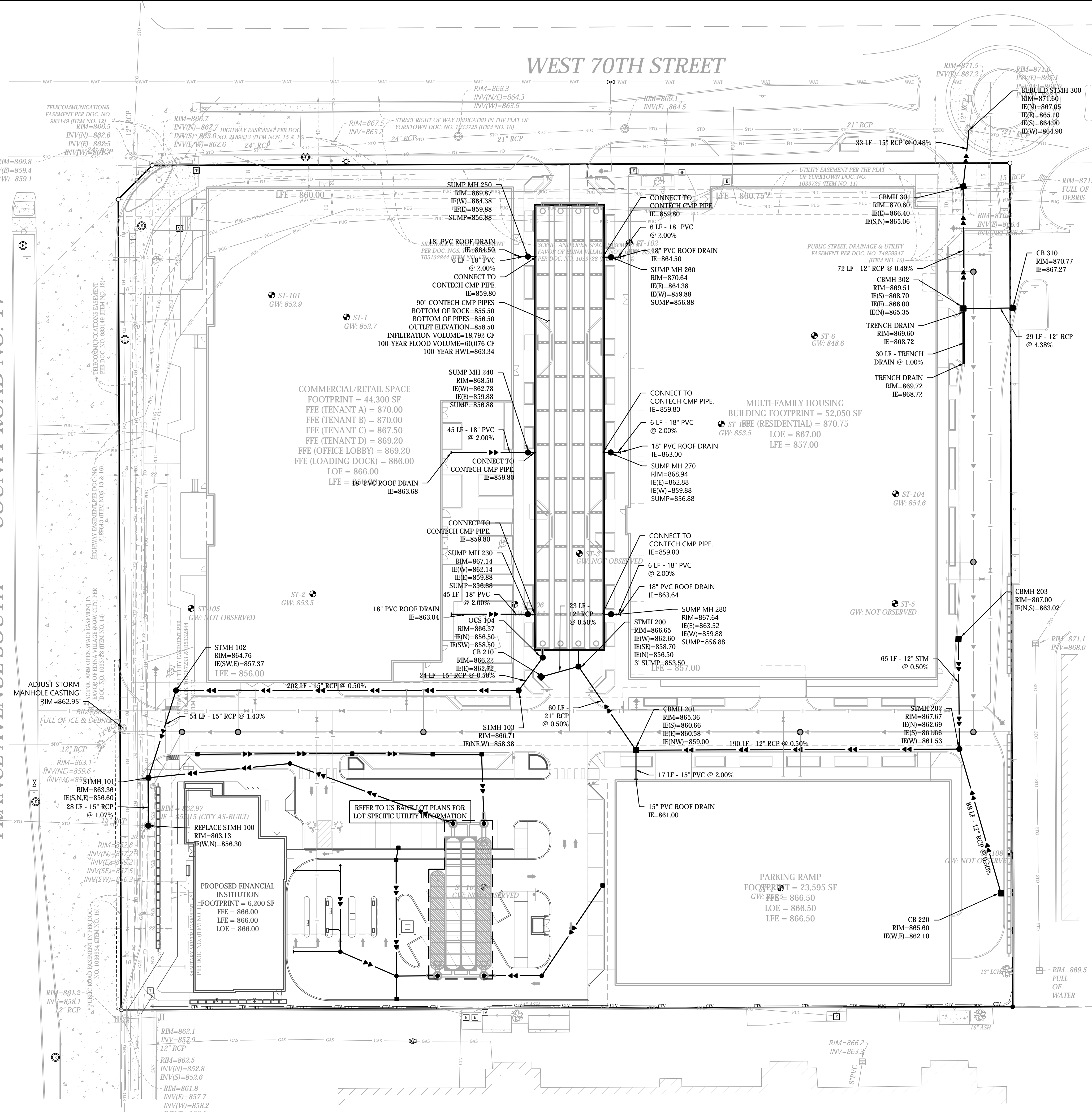
C300

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10

N:\002921\1\DWG\CIVIL\002921.1\0010.DWG

FRANCE AVENUE SOUTH COUNTY ROAD NO. 17 WEST 70TH STREET



UTILITY LEGEND

EXISTING	PROPOSED	
SAN	SAN	PROPERTY LINE
FM	FM	EASEMENT LINE
STO	STO	CURB AND GUTTER
WAT	WAT	SANITARY SEWER
GAS	GAS	SANITARY SEWER FORCE MAIN
PVC	PVC	STORM SEWER
FOR	FOR	WATER MAIN
TOH	TOH	HYDRANT
TOH	TOH	GAS
FO	FO	UNDERGROUND ELECTRIC
CTV	CTV	OVERHEAD ELECTRIC
D=	D=	UNDERGROUND TELEPHONE
*	*	OVERHEAD TELEPHONE
		TELEPHONE FIBER OPTIC
		CABLE TELEVISION
		DRAIN TILE
		GATE VALVE
		FLARED END SECTION (WITH RIPRAP)
		LIGHT POLE

GENERAL UTILITY NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SANITARY SEWER, STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
- ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
- PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
- A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10-FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
- UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
- DUCTILE IRON WATER LINES SHALL BE CLASS 52, PER AWWA C115 OR C151. COPPER WATER LINES SHALL BE TYPE K PER ASTM B88. PVC WATER LINES SHALL BE PER AWWA C900 AND INSTALLED PER AWWA C605 IF ALLOWED BY CITY.
- ALL WATER LINES SHALL HAVE 7.5' MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 7.5' OF COVER. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
- SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF THE BUILDING AND UNDER FOOTINGS SHALL BE SCHEDULE 40 PER ASTM D2665. ALL PLASTIC SANITARY SEWER SHALL BE INSTALLED PER D2321. SOLVENT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE, PART 712.0.
- STORM SEWER PIPE
 - RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED. PER ASTM C76 WITH R-4 GASKETS.
 - HDPE STORM PIPE 4- TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HDPE STORM PIPE 12- TO 60-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D2321.
 - PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2665 AND INSTALLED PER ASTM D2321.
 - CORRUGATED METAL PIPE (CMP) FOR SIZES 18- TO 120-INCH AND MUST MEET ASTM A760 OR ASTM A796 AND BE INSTALLED PER ASTM A798. CMP MAY NOT BE INSTALLED WITHIN 10- FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
 - ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE CASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10- FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
- ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA RULES, PART 7560.0150.
- POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCV52 (OR EQUIVALENT).
- AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
- ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.
- ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DISCLOSED:
DRAWN:
CHECKED:
DATE: 05/13/2022
PROJECT: 0029211.10

INITIALS: 10/16/2020
DESIGN: 05/13/2022
CHECK: 05/13/2022
DATE: 05/13/2022
PROJECT: 0029211.10

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE 4365
EDINA, MN 55445

7001 FRANCE
EDINA, MN

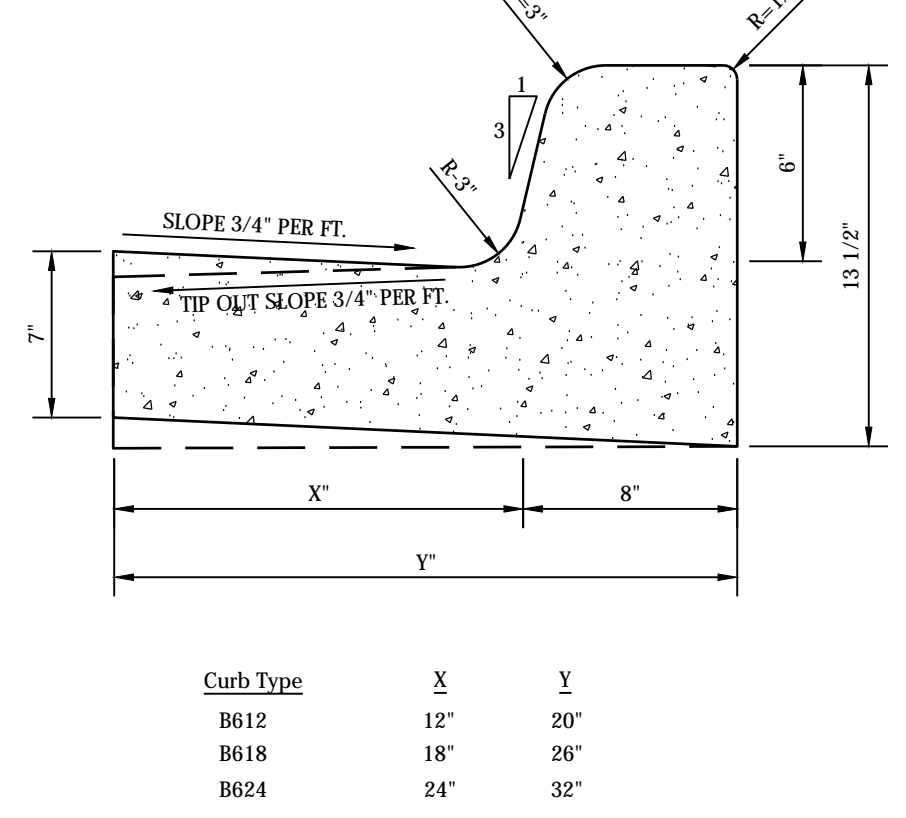
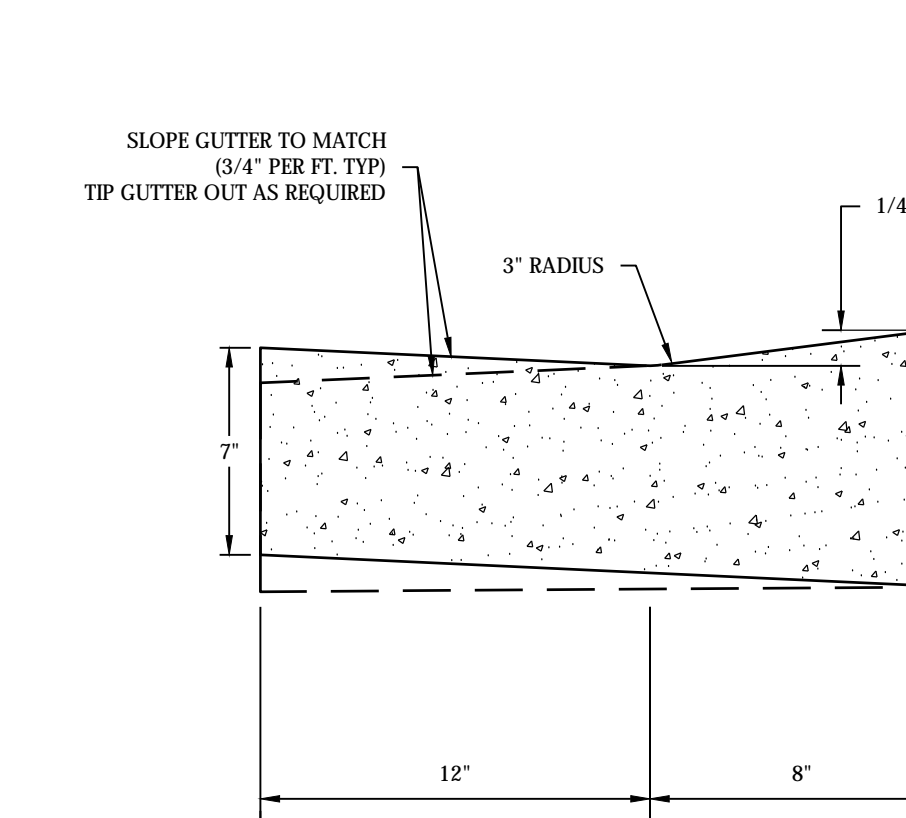
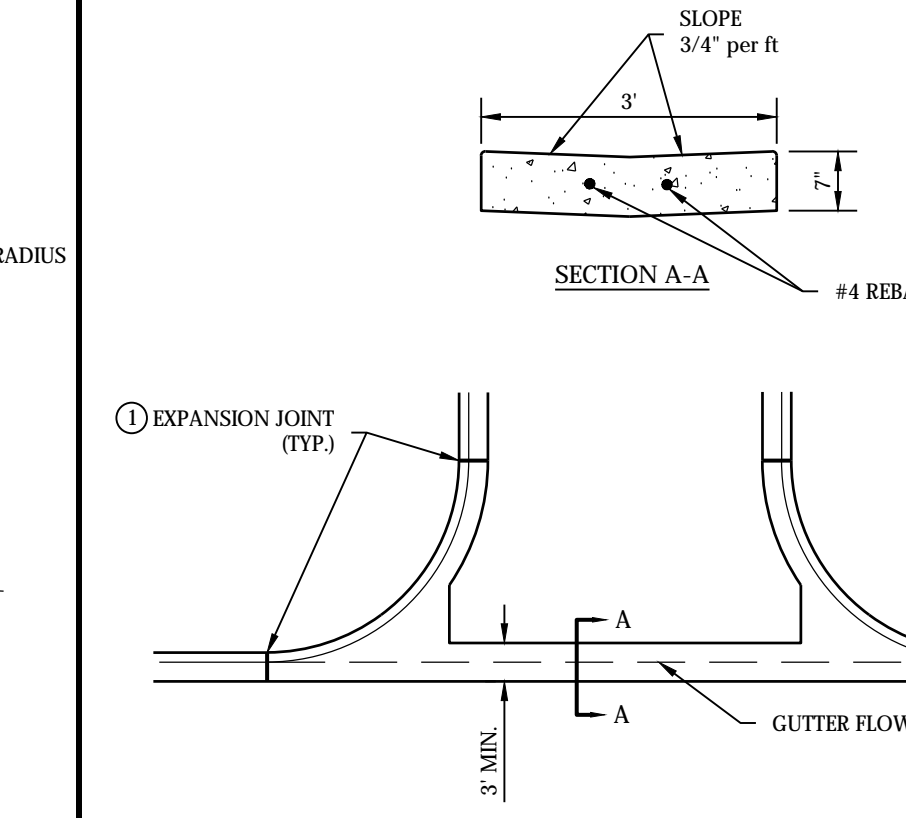
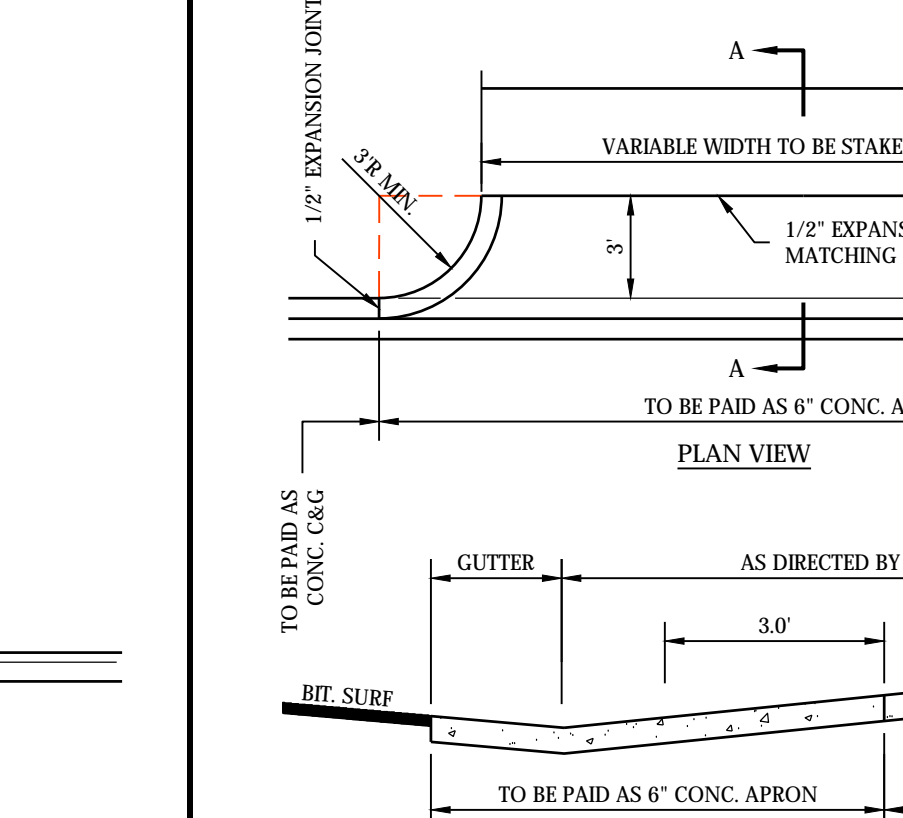
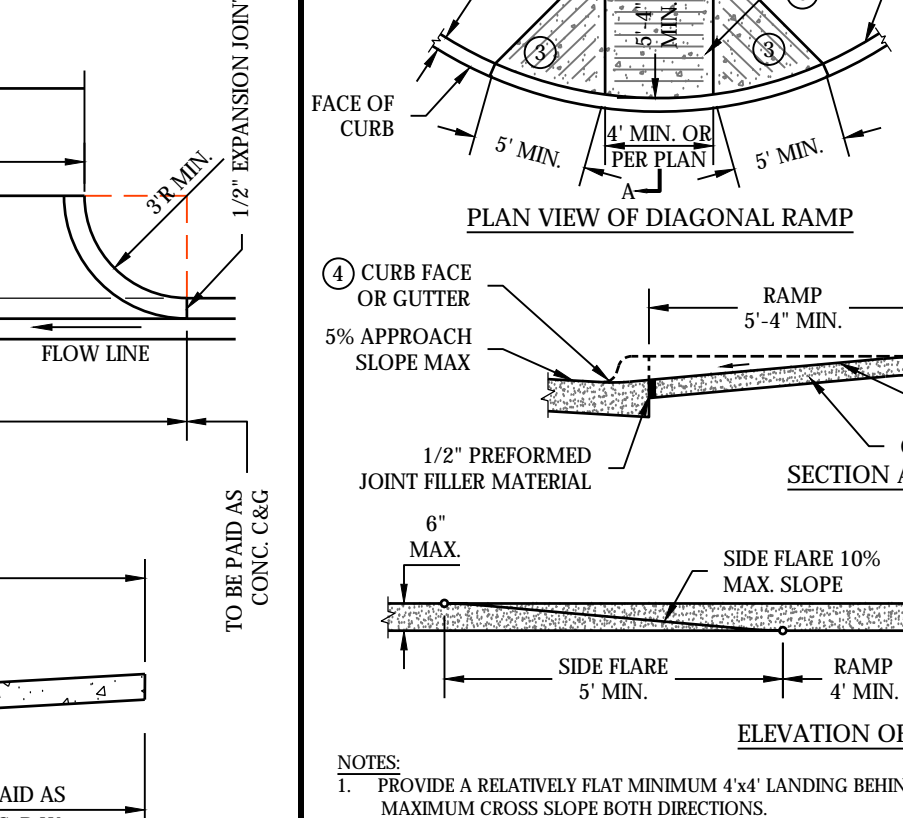
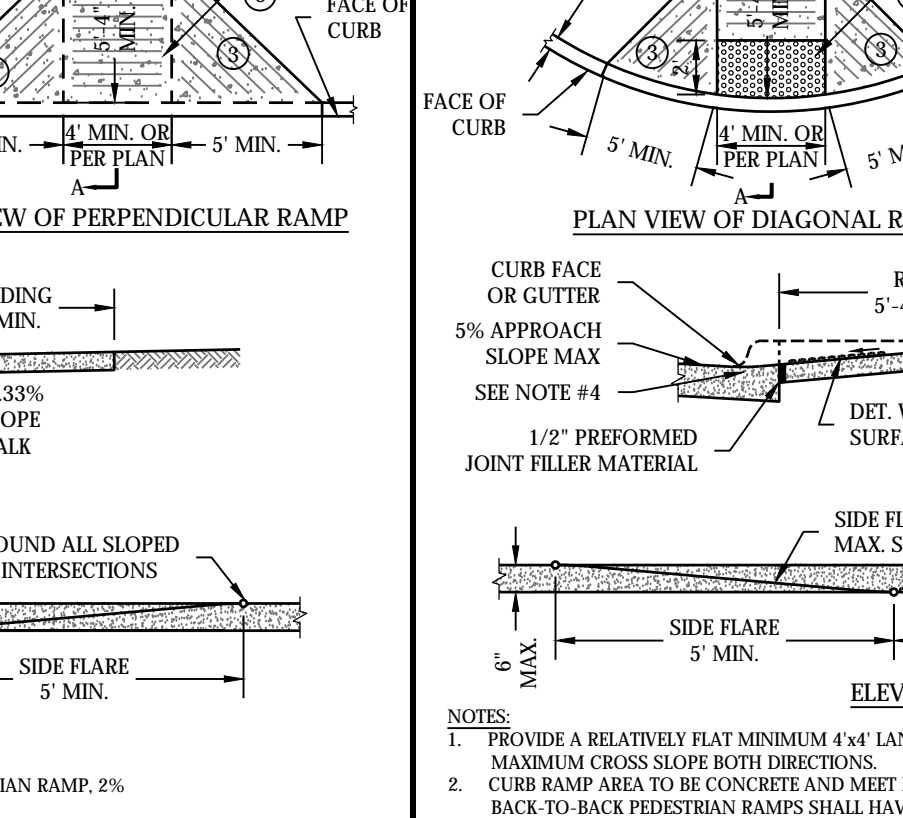
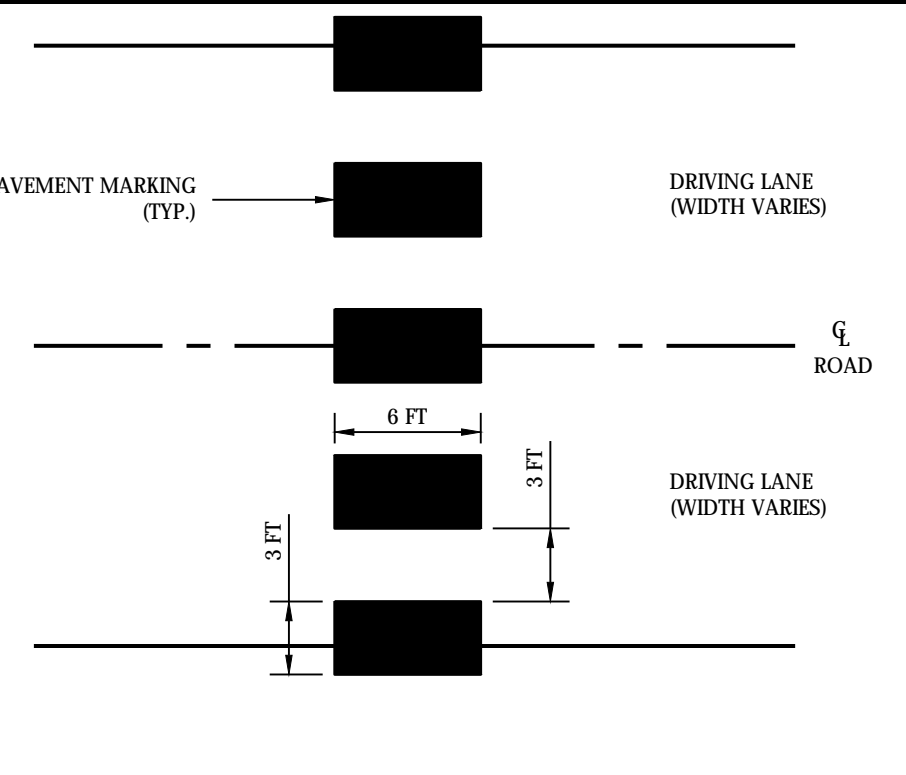
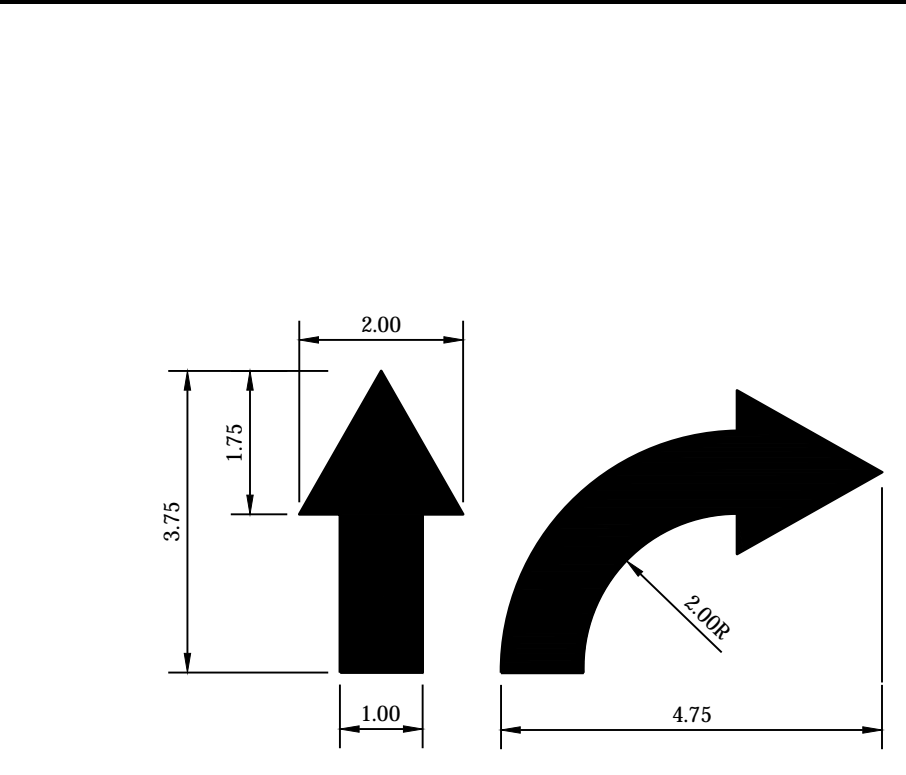
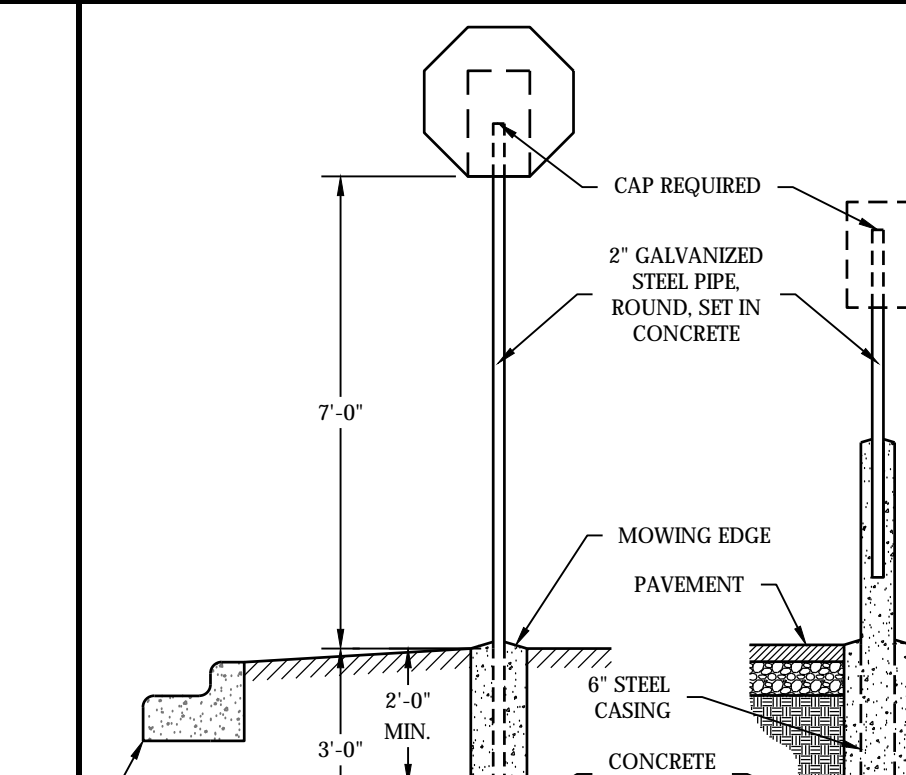
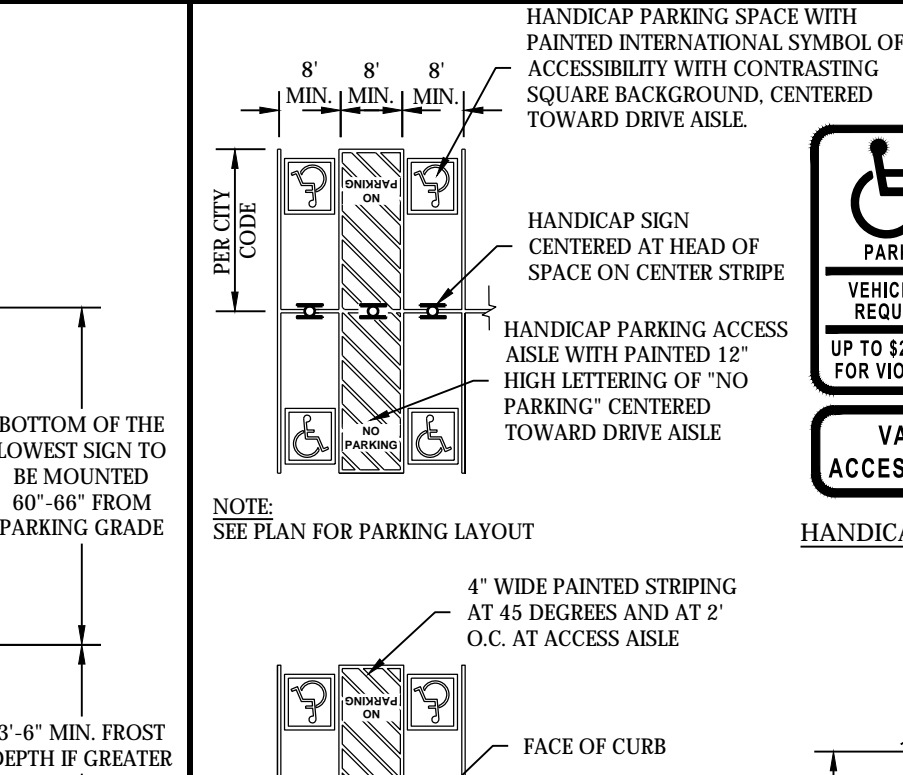
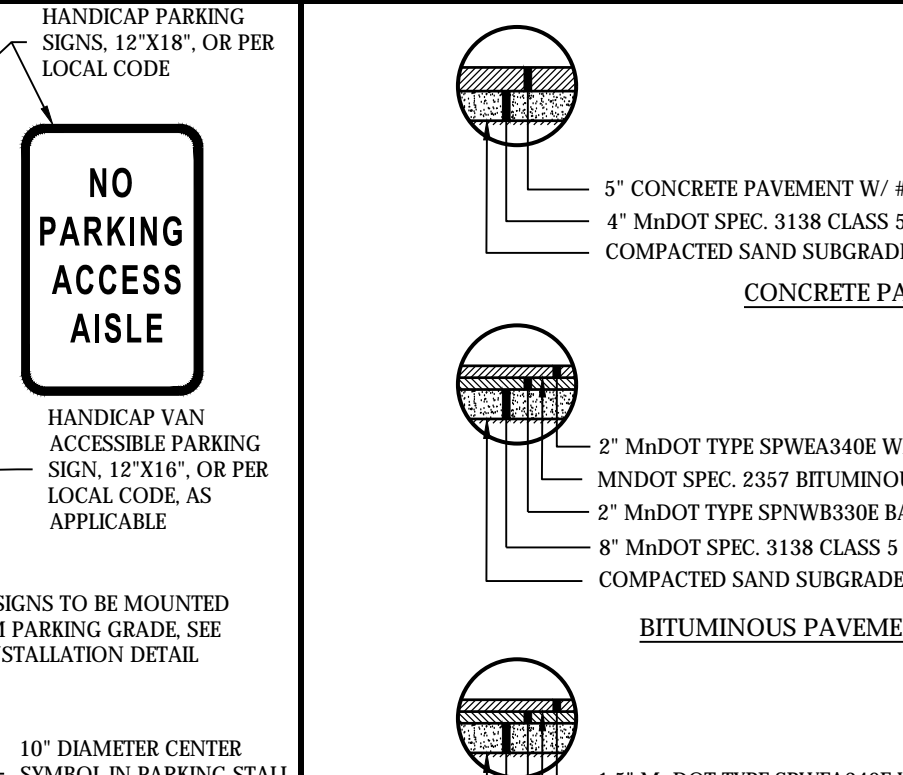
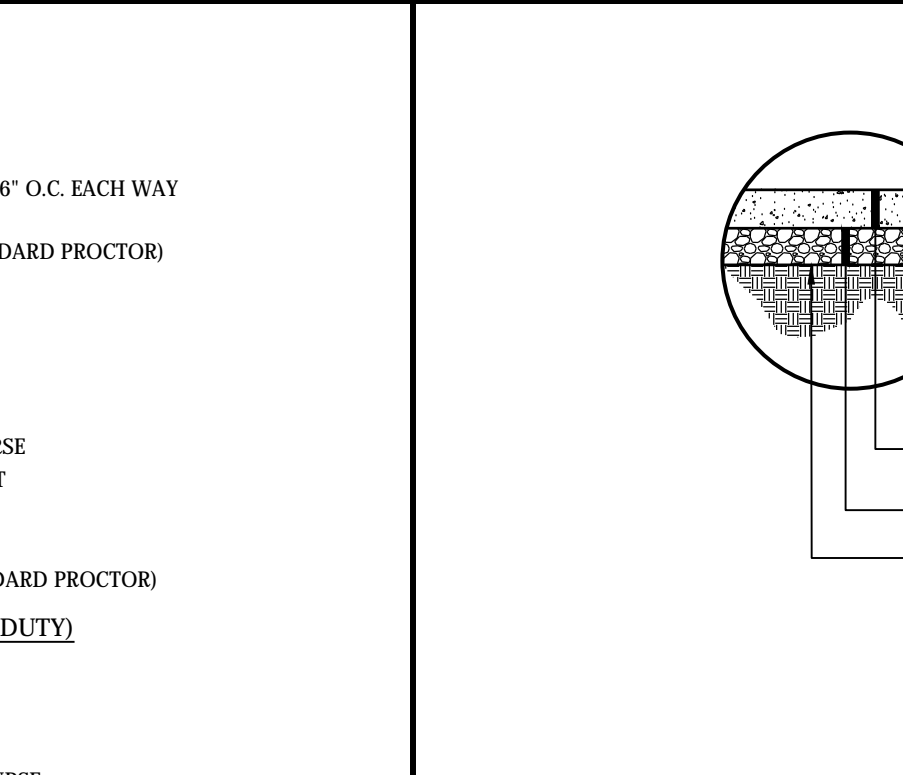
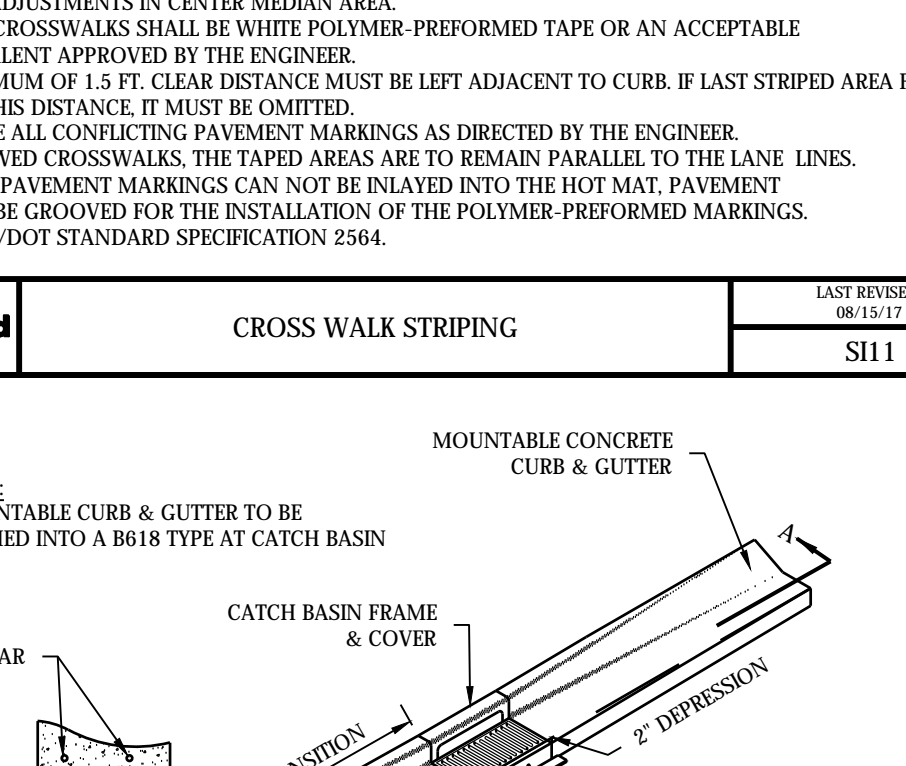
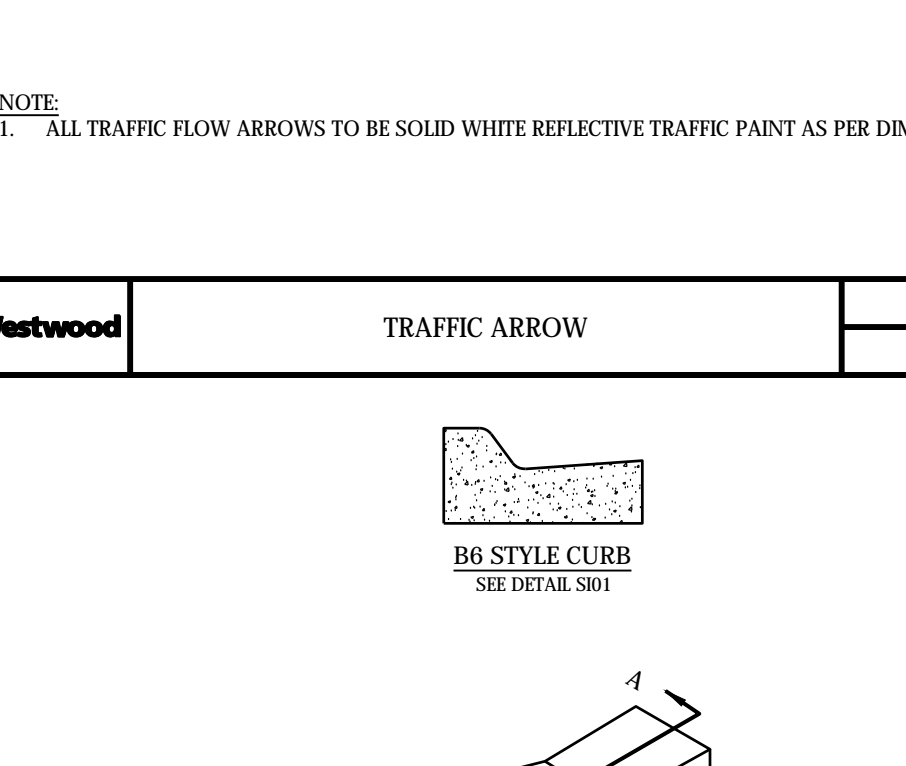
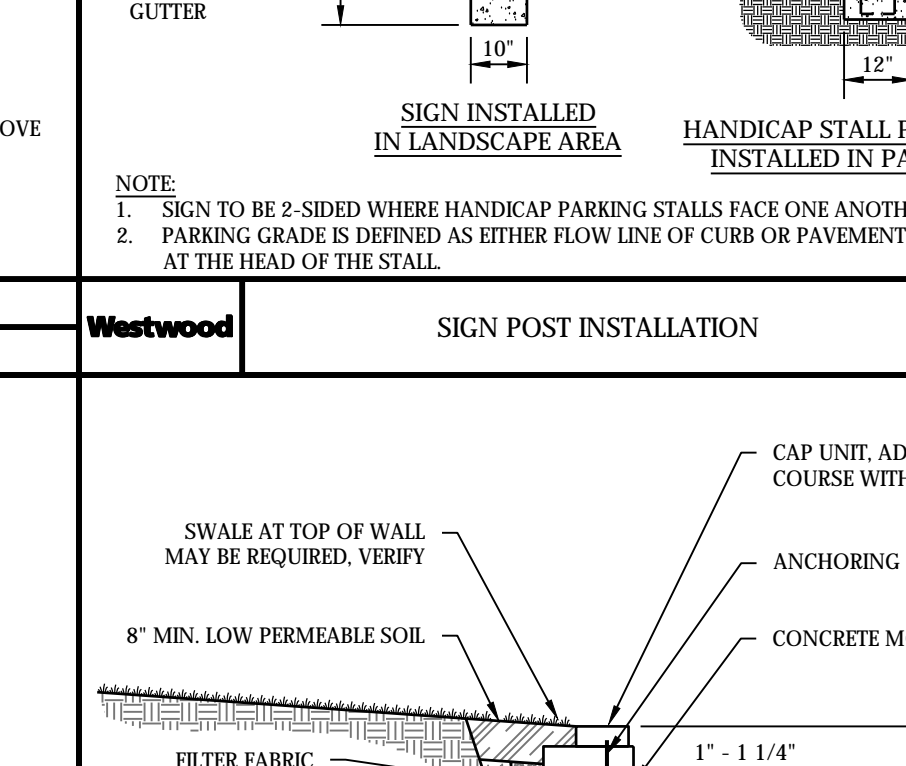
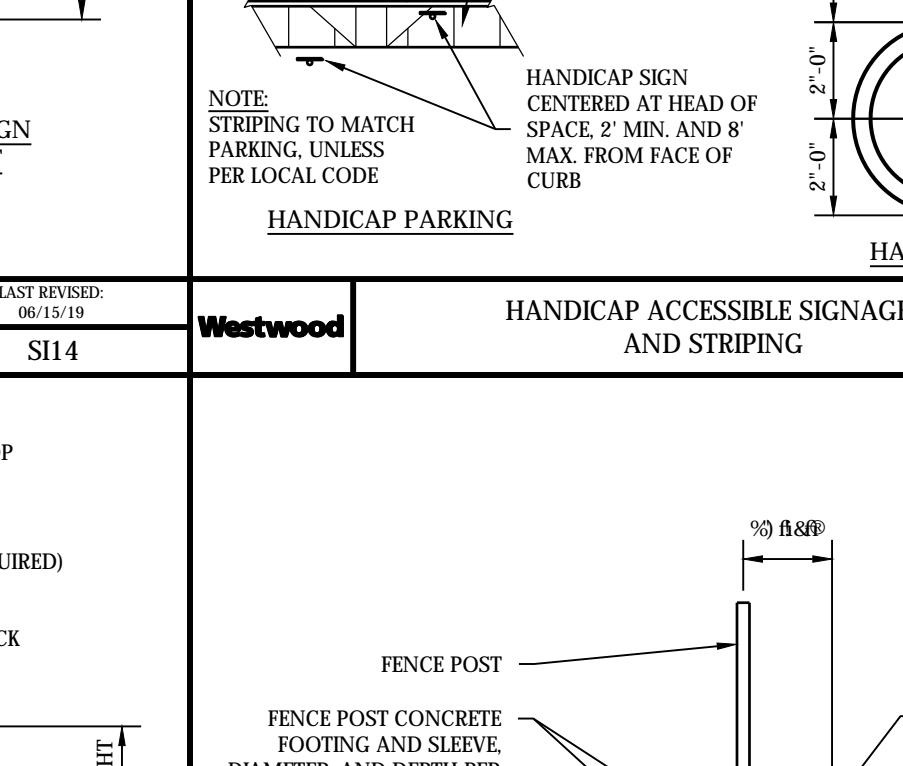
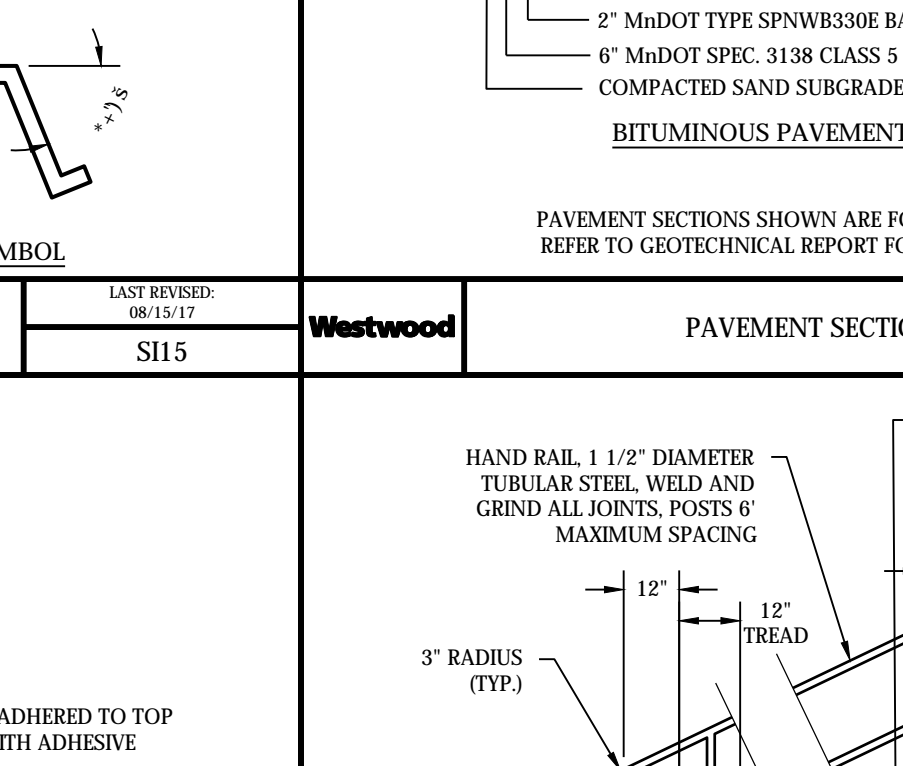
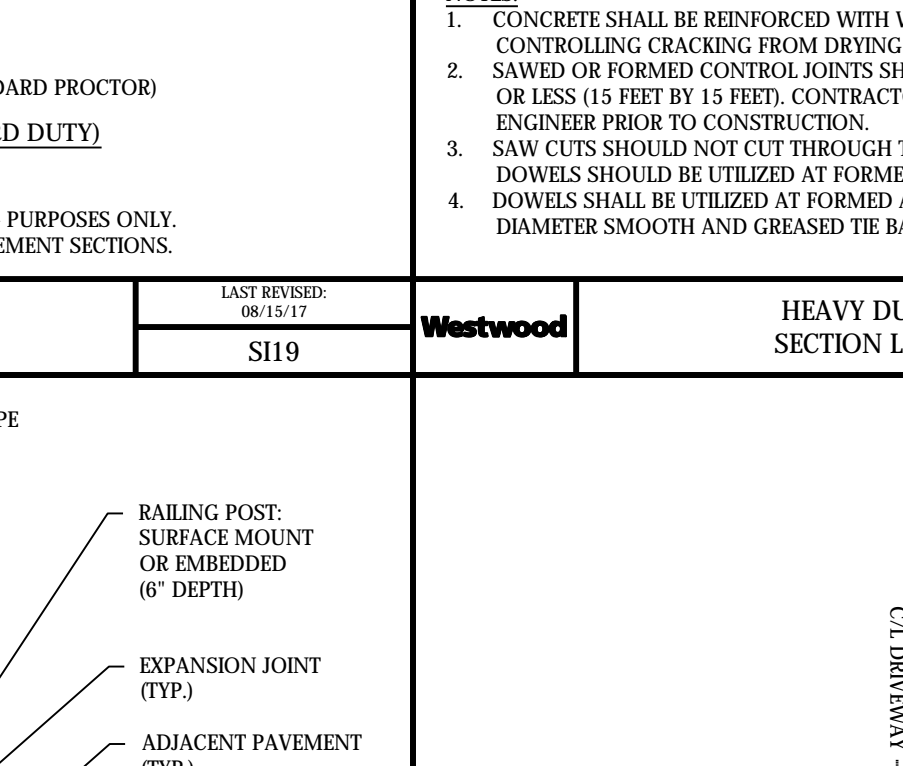
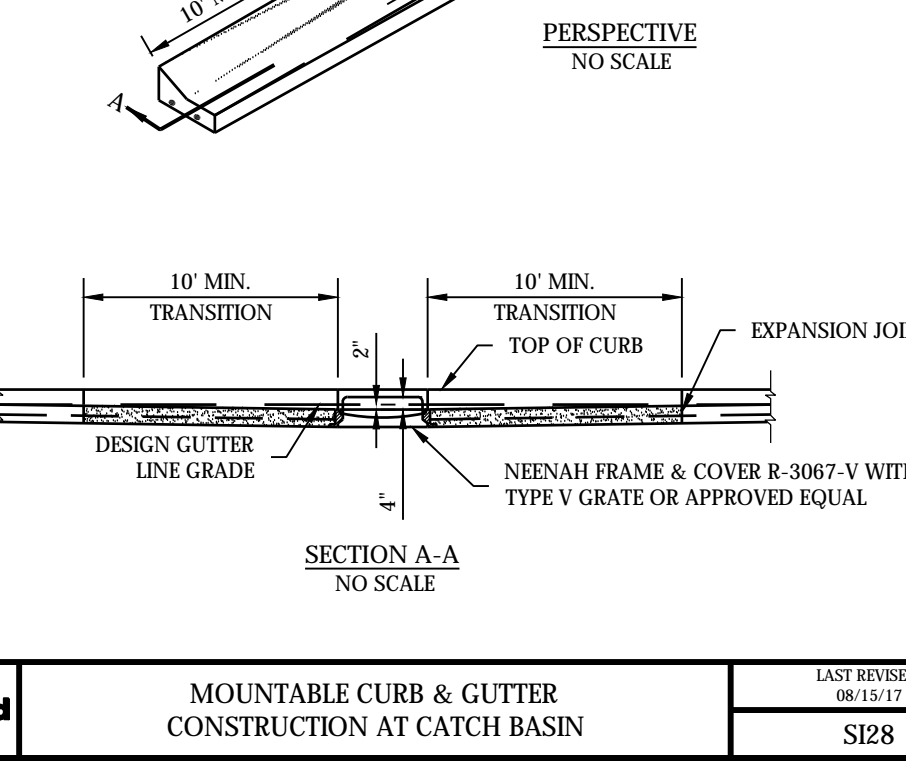
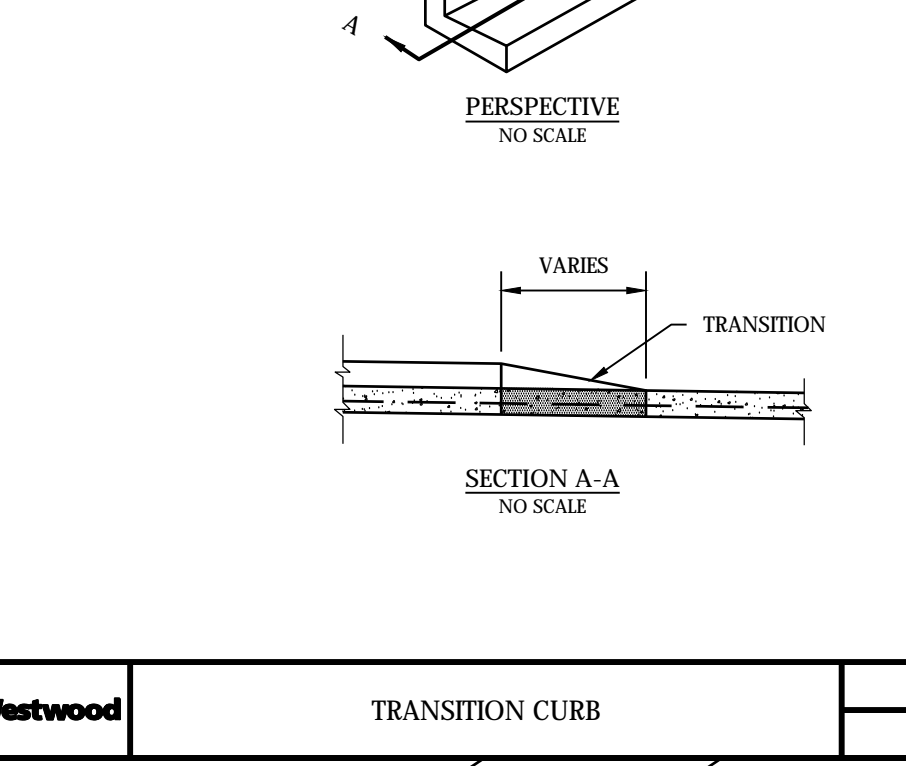
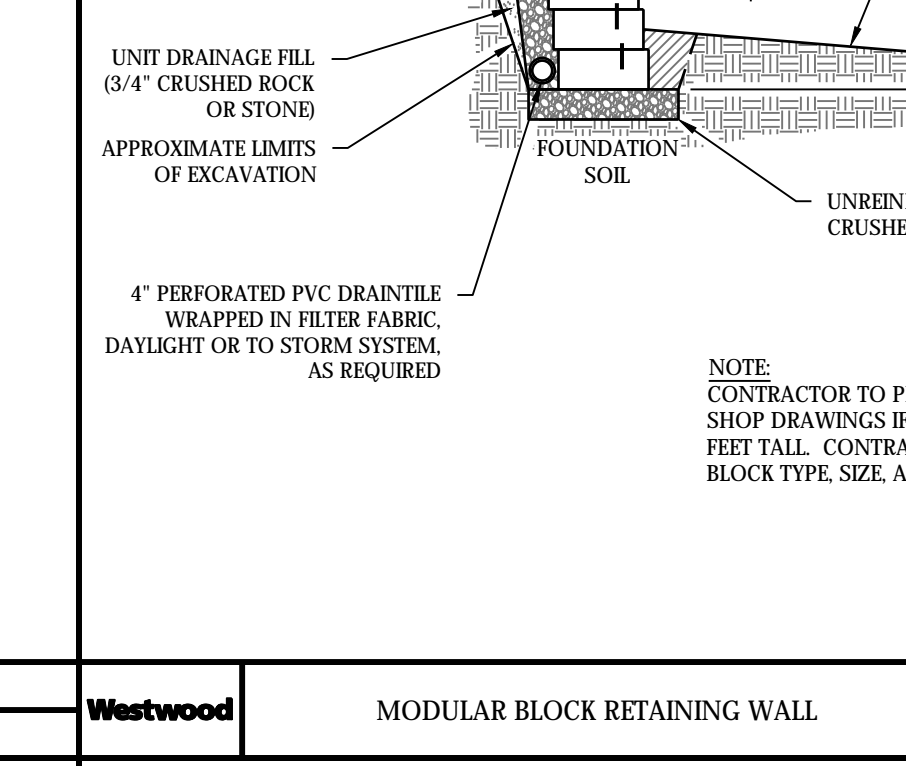
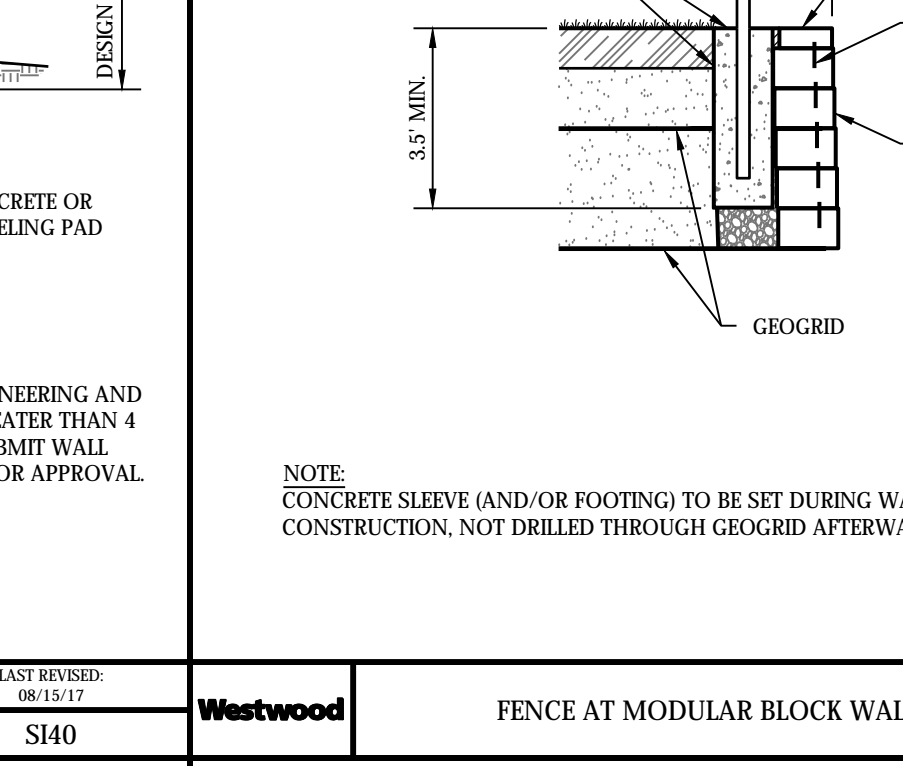
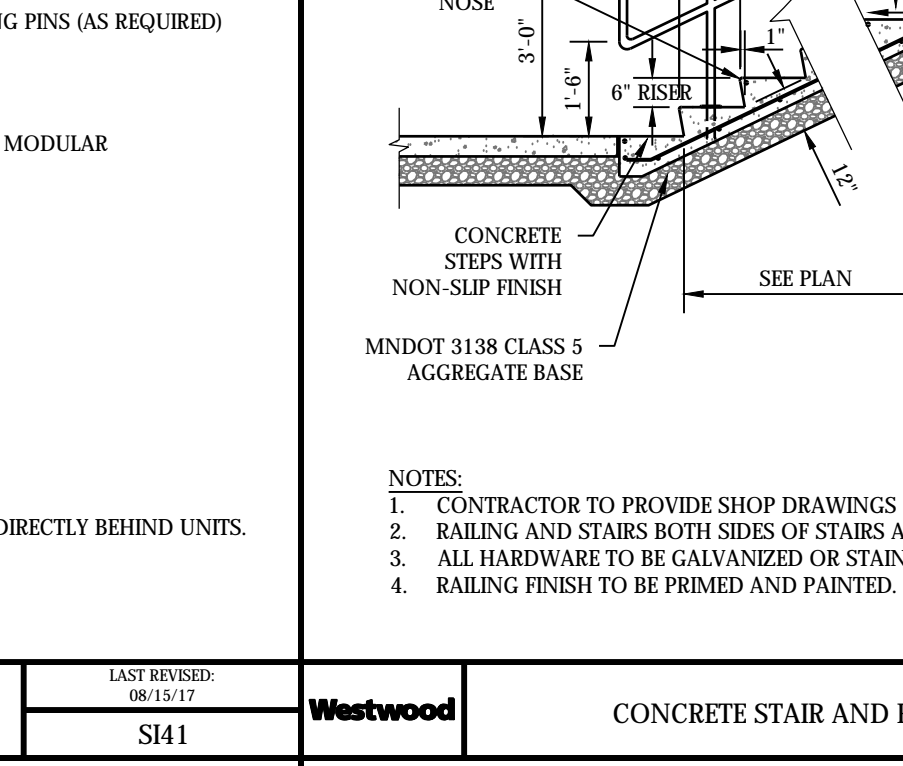
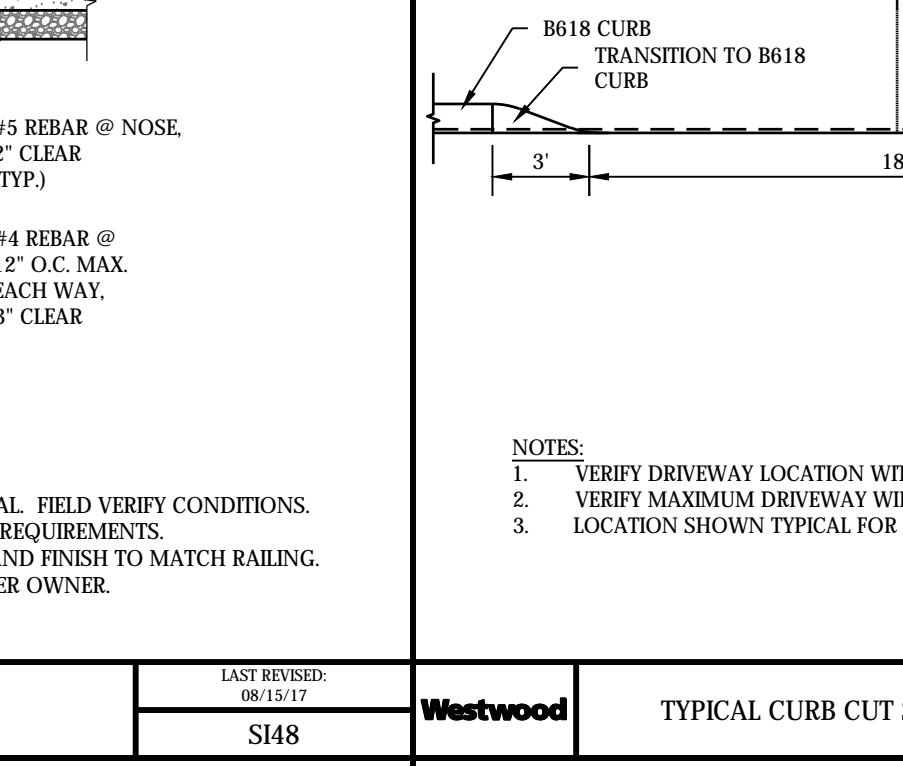
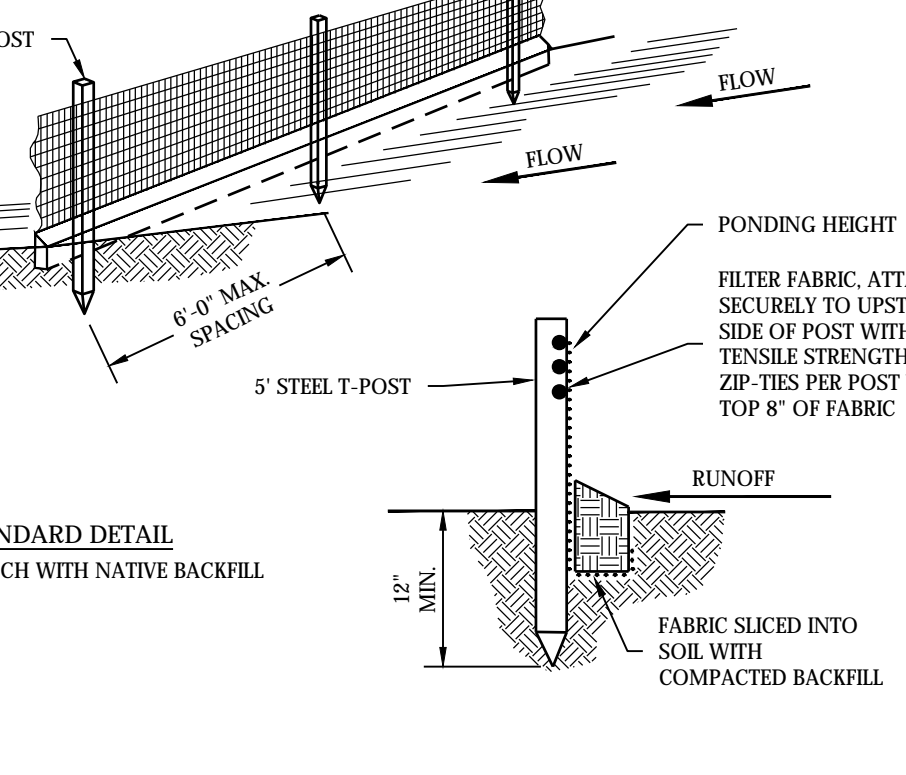
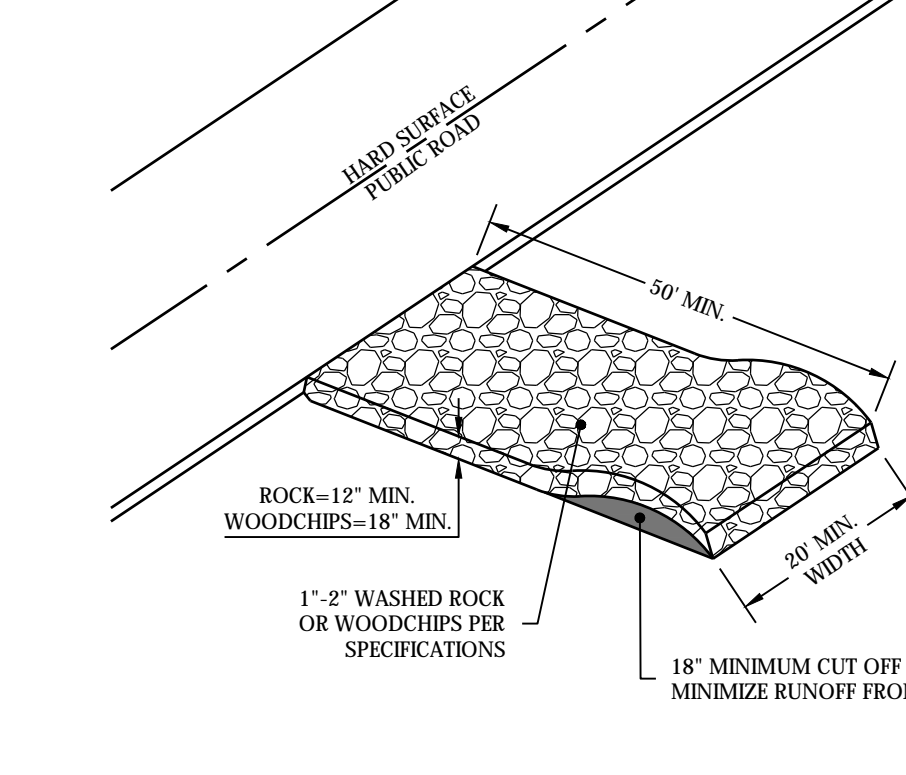
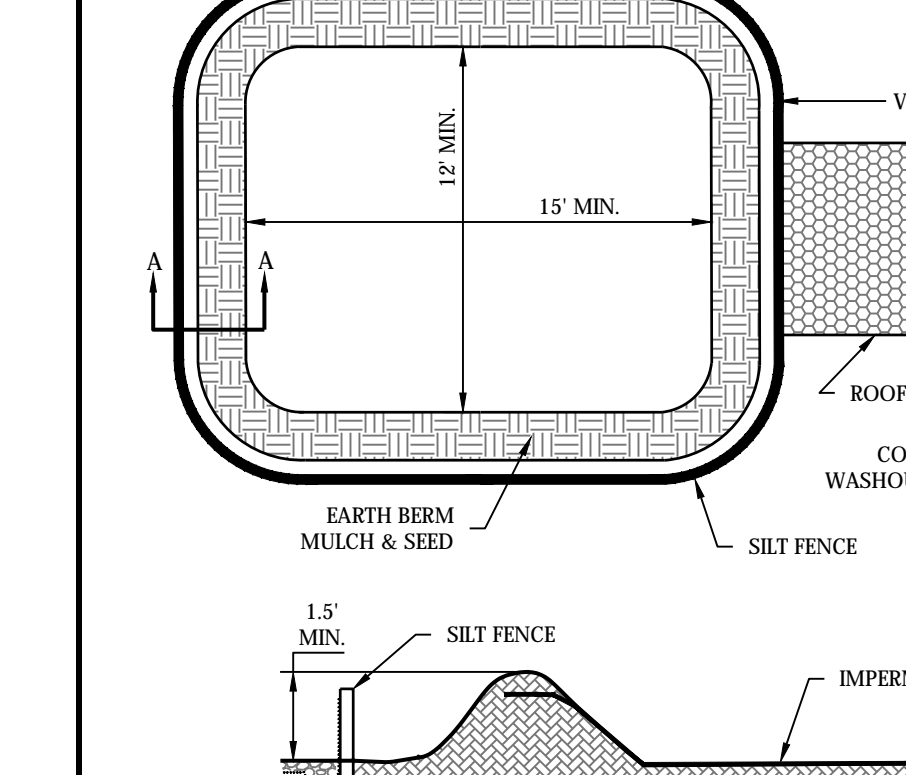
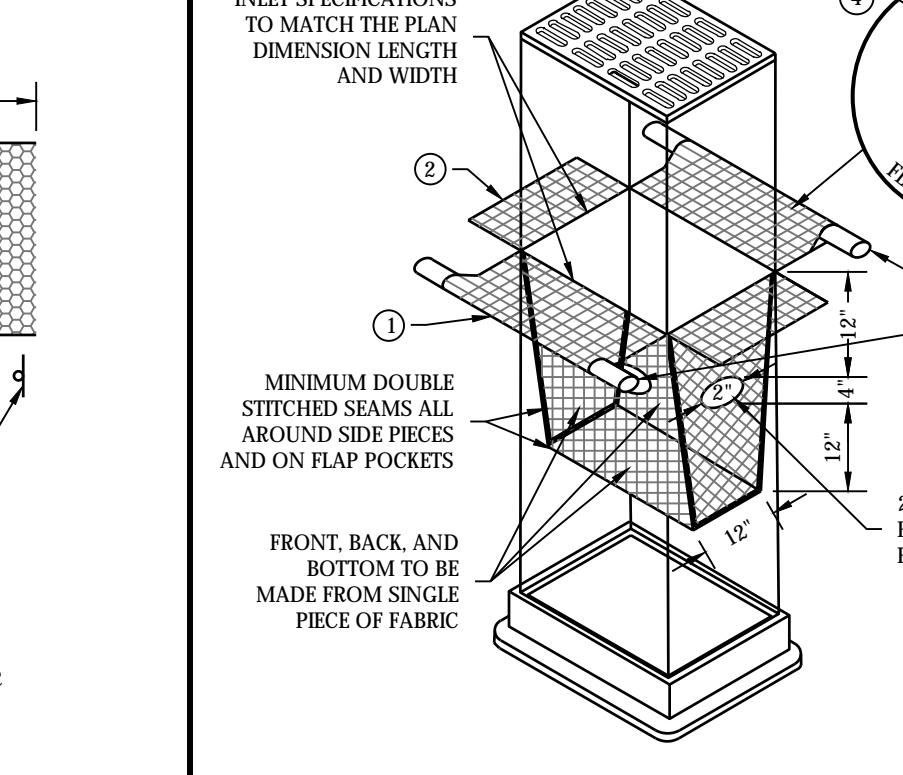
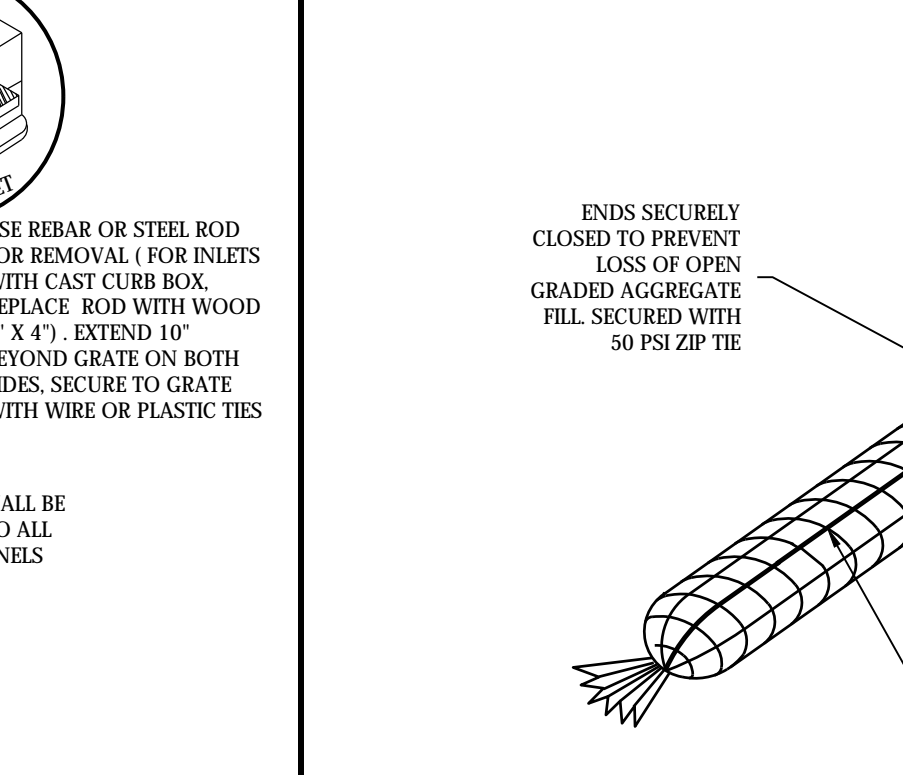
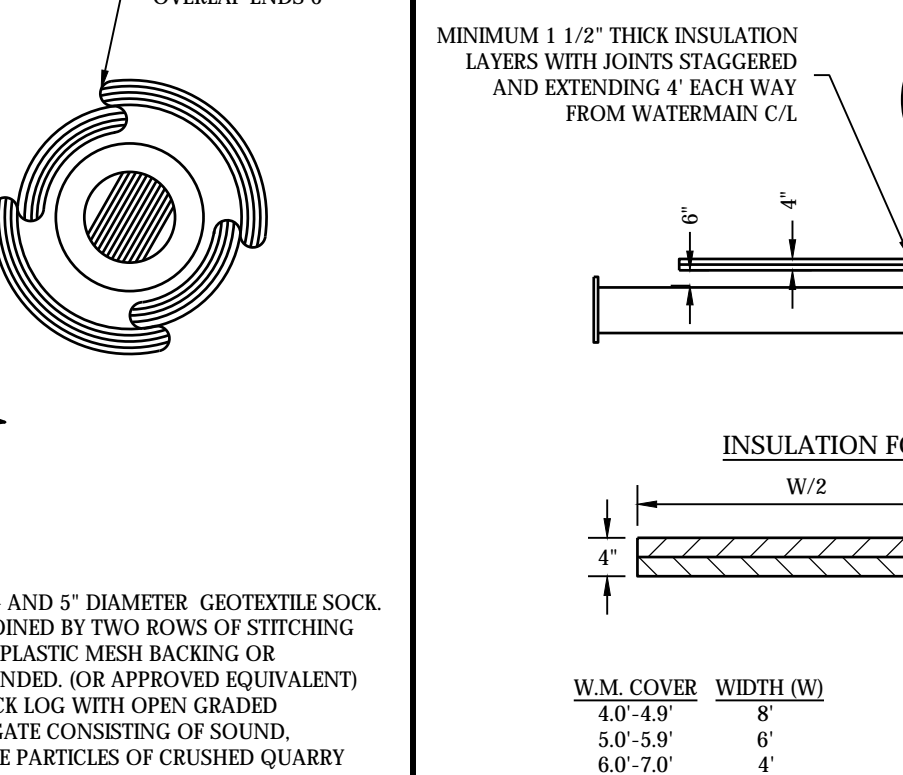
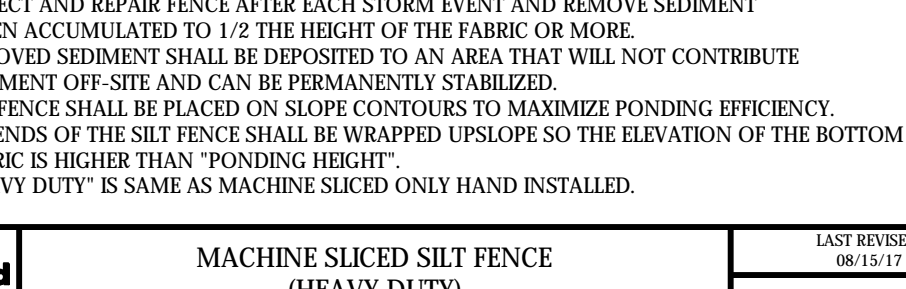
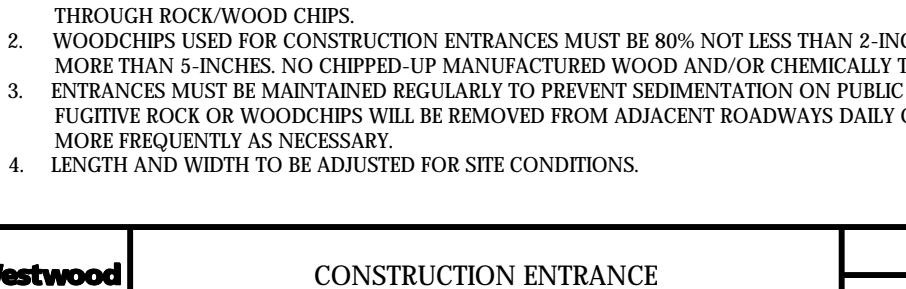
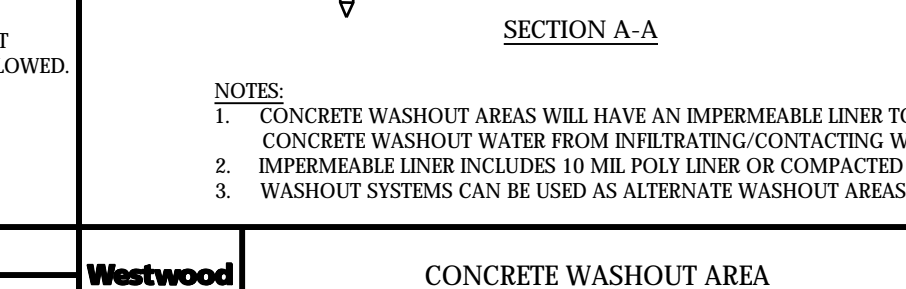
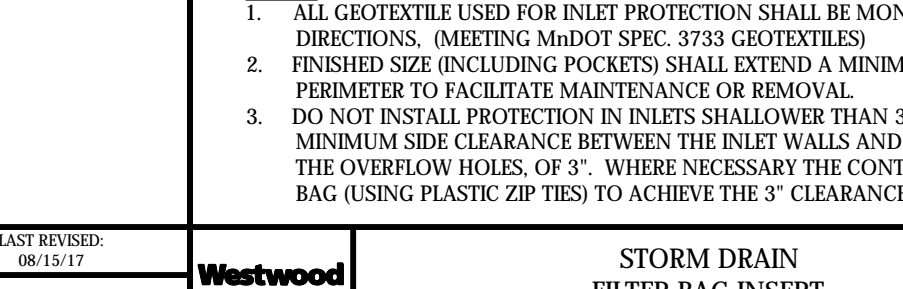
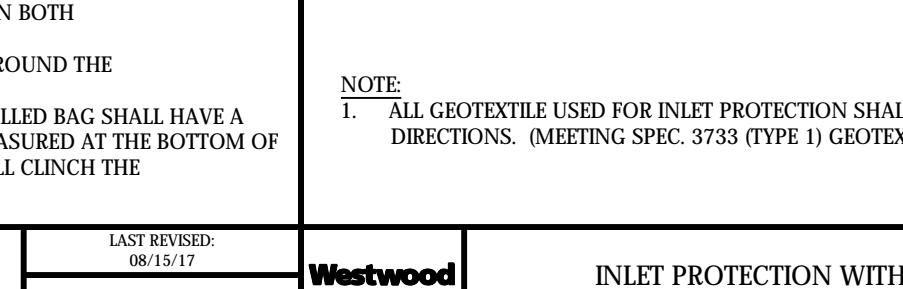
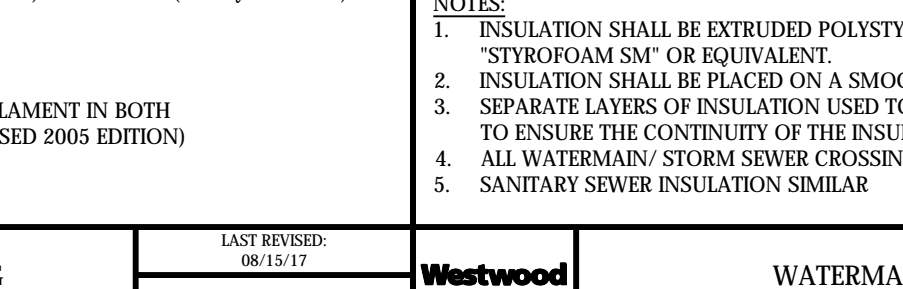
Westwood
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Website: www.westwoodmn.com

STORM SEWER PLAN

SHEET NUMBER:
C401

DATE: 05/13/2022
PROJECT NUMBER: 0029211.10



 <p>Carb Type</p> <table><tr><th></th><th>3</th><th>1</th></tr><tr><td>B012</td><td>12"</td><td>20"</td></tr><tr><td>B018</td><td>18"</td><td>26"</td></tr><tr><td>B024</td><td>24"</td><td>32"</td></tr></table> <p>NOTES:</p> <ol style="list-style-type: none">EXPANSION JOINT SPACING IS 10'MIN. 3" CL 3 UNDER C&GCURB SHALL BE PER MDOT SPEC 2531		3	1	B012	12"	20"	B018	18"	26"	B024	24"	32"	 <p>NOTES:</p> <ol style="list-style-type: none">EXPANSION JOINT SPACING IS 10'MIN. 3" CL 3 UNDER C&GCURB SHALL BE PER MDOT SPEC 2531	 <p>NOTES:</p> <ol style="list-style-type: none">1/2" PREFORMED JOINT FILLER MATERIAL - AASHTO M213CONCRETE GUTTER SHALL BE PER MDOT SPEC 2531	 <p>NOTES:</p> <ol style="list-style-type: none">1/2" PREFORMED JOINT FILLER MATERIAL - AASHTO M213CONCRETE GUTTER SHALL BE PER MDOT SPEC 2531	 <p>NOTES:</p> <ol style="list-style-type: none">PROVIDE A RELATIVELY FLAT MINIMUM 4'x4' LANDING BEHIND THE PEDESTRIAN RAMP. 2% MAXIMUM CROSS SLOPE BOTH DIRECTIONS.CURB RAMP AREA TO BE CONCRETE AND MEET LATEST ADA REQUIREMENTS. RAMP CROSS SLOPE 2% MAXIMUM. BACK TO BACK PEDESTRIAN RAMPS SHALL HAVE MINIMUM 48" LANDING BETWEEN, OR PROVIDE AT GRADE CROSSING. SIDE FLARE TO BE 10% MAXIMUM. EXISTING CURB RAMP ALTERATIONS, WITH NO LANDING, SHALL BE 8.33% MAXIMUM. PROVIDE 10% MAXIMUM SLOPE, UNLESS NOTED OTHERWISE.ANY VERTICAL UP THAT OCCURS AT THE FLOW LINE MAY NOT BE GREATER THAN 1/4" INCH.ANY REQUIRED DETECTABLE WARNING SURFACE WITH A PREPARED CAST BRON TRUNCATED DOME INSERT MEETING THE ADA DOME SIZE AND SPACING REQUIREMENTS.	 <p>NOTES:</p> <ol style="list-style-type: none">CONCRETE SHALL BE REINFORCED WITH WELDED WIRE FABRIC OR REINFORCED BARS TO ASSIST IN CONTROLLING CRACKING FROM DRYING SHRINKAGE AND THERMAL CHANGES.SAVED OR FORMED CONTROL JOINTS SHOULD BE INCLUDED FOR EACH 225 SQUARE FEET OF AREA OR LESS (15 FEET BY 15 FEET). CONTRACTOR SHALL PREPARE JOINTING PATTERN AND SUBMIT TO ENGINEER PRIOR TO CONSTRUCTION.SAW CUTS SHOULD NOT CUT THROUGH THE WELDED WIRE FABRIC OR REINFORCING STEEL AND DOWELS SHOULD BE UTILIZED AT FORMED AND/OR COLD JOINTS. DOWELS SHALL BE 30' LONG 1/2" DIAMETER SMOOTH AND GRASSED THE BASE AT 30' SPACING. MINIMUM 18" FROM PAVEMENT EDGE.																								
	3	1																																							
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B018	18"	26"																																							
B024	24"	32"																																							
<table><tr><td>Westwood</td><td>B6 STYLE CURB AND GUTTER</td><td>LAST REVISED: 01/09/25</td></tr><tr><td></td><td>SI01</td><td></td></tr></table>  <p>NOTES:</p> <ol style="list-style-type: none">TAPED AREAS TO BE CENTERED AND ALIGNED ON CENTER LINE AND LANE LINES.MAKE ADJUSTMENTS IN CENTER MEDIAN AREA.ZEBRA CROSSWALKS SHALL BE WHITE POLYMER-PREFORMED TAPE OR AN ACCEPTABLE EQUIVALENT APPROVED BY THE ENGINEER.A MINIMUM OF 1.5 FT. CLEAR DISTANCE MUST BE LEFT ADJACENT TO CURB. IF LAST STRIPED AREA FALLS INTO THIS DISTANCE, IT MUST BE OMITTED.REMOVE ALL CONSTRUCTING PAVEMENT MARKINGS AS DIRECTED BY THE ENGINEER.AT SKEWED CROSSWALKS, THE TAPED AREAS ARE TO REMAIN PARALLEL TO THE LANE LINES.WHERE PAVEMENT MARKINGS CAN NOT BE INLINED INTO THE HOT MAT, PAVEMENT SHALL BE GROOVED FOR THE INSTALLATION OF THE POLYMER-PREFORMED MARKINGS. SEE MDOT STANDARD SPECIFICATION 2564.	Westwood	B6 STYLE CURB AND GUTTER	LAST REVISED: 01/09/25		SI01		<table><tr><td>Westwood</td><td>FLUSH CURB AND GUTTER</td><td>LAST REVISED: 11/19/18</td></tr><tr><td></td><td>SI02-D</td><td></td></tr></table>  <p>NOTE: ALL TRAFFIC FLOW ARROWS TO BE SOLID WHITE REFLECTIVE TRAFFIC PAINT AS PER DIMENSIONS ABOVE</p>	Westwood	FLUSH CURB AND GUTTER	LAST REVISED: 11/19/18		SI02-D		<table><tr><td>Westwood</td><td>CONCRETE CROSS GUTTER</td><td>LAST REVISED: 06/15/17</td></tr><tr><td></td><td>SI06</td><td></td></tr></table>  <p>NOTE:</p> <ol style="list-style-type: none">SIGN TO BE 2-SIDED WHERE HANDICAP PARKING STALLS FACE ONE ANOTHER.PARKING GRADE IS DEFINED AS EITHER FLOW LINE OF CURB OR PAVEMENT SURFACE AT THE HEAD OF THE STALL.	Westwood	CONCRETE CROSS GUTTER	LAST REVISED: 06/15/17		SI06		<table><tr><td>Westwood</td><td>ENTRANCE THRU CURB AND GUTTER</td><td>LAST REVISED: 06/15/17</td></tr><tr><td></td><td>SI07</td><td></td></tr></table>  <p>NOTE: CONCRETE SLEEVE (AND/OR FOOTING) TO BE SET DURING WALL CONSTRUCTION, NOT DRILLED THROUGH GEOGRID AFTERWARDS, WHEN DIRECTLY BEHIND UNITS.</p>	Westwood	ENTRANCE THRU CURB AND GUTTER	LAST REVISED: 06/15/17		SI07		<table><tr><td>Westwood</td><td>PRIVATE PEDESTRIAN CURB RAMP</td><td>LAST REVISED: 06/15/17</td></tr><tr><td></td><td>SI09</td><td></td></tr></table>  <p>PAVEMENT SECTIONS SHOWN ARE FOR PLANNING PURPOSES ONLY. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT SECTIONS.</p>	Westwood	PRIVATE PEDESTRIAN CURB RAMP	LAST REVISED: 06/15/17		SI09		<table><tr><td>Westwood</td><td>PUBLIC PEDESTRIAN CURB RAMP</td><td>LAST REVISED: 06/15/17</td></tr><tr><td></td><td>SI09A</td><td></td></tr></table>  <p>NOTES:</p> <ol style="list-style-type: none">CONCRETE SHALL BE REINFORCED WITH WELDED WIRE FABRIC OR REINFORCED BARS TO ASSIST IN CONTROLLING CRACKING FROM DRYING SHRINKAGE AND THERMAL CHANGES.SAVED OR FORMED CONTROL JOINTS SHOULD BE INCLUDED FOR EACH 225 SQUARE FEET OF AREA OR LESS (15 FEET BY 15 FEET). CONTRACTOR SHALL PREPARE JOINTING PATTERN AND SUBMIT TO ENGINEER PRIOR TO CONSTRUCTION.SAW CUTS SHOULD NOT CUT THROUGH THE WELDED WIRE FABRIC OR REINFORCING STEEL AND DOWELS SHOULD BE UTILIZED AT FORMED AND/OR COLD JOINTS. DOWELS SHALL BE 30' LONG 1/2" DIAMETER SMOOTH AND GRASSED THE BASE AT 30' SPACING. MINIMUM 18" FROM PAVEMENT EDGE.	Westwood	PUBLIC PEDESTRIAN CURB RAMP	LAST REVISED: 06/15/17		SI09A	
Westwood	B6 STYLE CURB AND GUTTER	LAST REVISED: 01/09/25																																							
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Westwood	CROSS WALK STRIPING	LAST REVISED: 06/15/17																																							
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 <p>NOTES:</p> <ol style="list-style-type: none">RESPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN ACCUMULATED TO 1/2 THE HEIGHT OF THE FABRIC OR MORE.REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF SITE AND CAN BE PERMANENTLY STABILIZED.SILT FENCE SHALL BE PLACED ON SLOPE CONTOLURS TO MAXIMIZE PONDING EFFICIENCY.ALL ENDS OF THE SILT FENCE SHALL BE WAPPED UPSLOPE SO THE ELEVATION OF THE BOTTOM OF FABRIC IS HIGHER THAN "PONDING HEIGHT"."HEAVY DUTY" IS SAME AS MACHINE-SLICKED ONLY HAND INSTALLED.	 <p>NOTES:</p> <ol style="list-style-type: none">FILTER FABRIC SHALL BE PLACED UNDER ROCK-WOOD CHIPS TO STOP MUD MIGRATION THROUGH ROCK-WOOD CHIPS.WOODCHIPS (USED FOR CONSTRUCTION ENTRANCES MUST BE 80% NOT LESS THAN 2-INCHES AND NOT MORE THAN 5-INCHES. NO CHIPPED-UP MANUFACTURED WOOD AND/OR CHEMICALLY TREATED IS ALLOWED.ENTRANCES MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION ON PUBLIC ROADWAYS.FUGITIVE ROCK OR WOODCHIPS WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY.LENGTH AND WIDTH TO BE ADJUSTED FOR SITE CONDITIONS.	 <p>NOTES:</p> <ol style="list-style-type: none">CONCRETE WASHOUT AREAS WILL HAVE AN IMPERMEABLE LINER TO PREVENT CONCRETE WASHOUT WATER FROM INTRUDING UNDER THE WASHOUT AREA.IMPERMEABLE LINER INCLUDES 10 MIL POLY LINER OR COMPACTED CLAY LINER.WASHOUT SYSTEMS CAN BE USED AS ALTERNATE WASHOUT AREAS.	 <p>NOTES:</p> <ol style="list-style-type: none">ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOLAMINENT IN BOTH DIRECTIONS. (MEETING MDOT SPEC. 3733 (GEOTEXTILES))FRISHED SIZE (INCLUDING POCKETS) SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.DO NOT INSTALL PROTECTION IN INLETS SHALLOWER THAN 30". THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHEN NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG (USING PLASTIC ZIP TIES) TO ACHIEVE THE 3" CLEARANCE.	 <p>NOTE:</p> <ol style="list-style-type: none">ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOLAMINENT IN BOTH DIRECTIONS. (MEETING SPEC. 3733 (TYPE 1) GEOTEXTILES, PROPOSED 2006 EDITION)	 <p>NOTES:</p> <ol style="list-style-type: none">INSULATION SHALL BE EXTRUDED POLYSTYRENE (XPS) INSULATION BOARD, "CERTIFOAM 50" OR STYROFOAM SM-1 OR EQUIVALENT.INSULATION SHALL BE PLACED ON A SMOOTH LEVEL FOUNDATION WHICH HAS BEEN FIRMLY COMPACTED.SEPARATE LAYERS OF INSULATION (USED TO MAKE UP 4" THICKNESS) SHALL HAVE STAGGERED JOINTS TO ENSURE THE CONTINUITY OF THE INSULATION.ALL WATERMAIN/ STORM SEWER CROSSINGS WITH LESS THAN 36" CLEARANCE SHALL BE INSULATED.SANITARY SEWER INSULATION SIMILAR.																																				
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DESIGNED:	.
CHECKED:	.
DRAWN:	.
HORIZONTAL SCALE:	###
VERTICAL SCALE:	### or ##

FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
PO BOX 144343 KANSAS CITY, MO 64114

DAVID T. BADE

7001 FRANCE
EDINA, MN

Westwood

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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

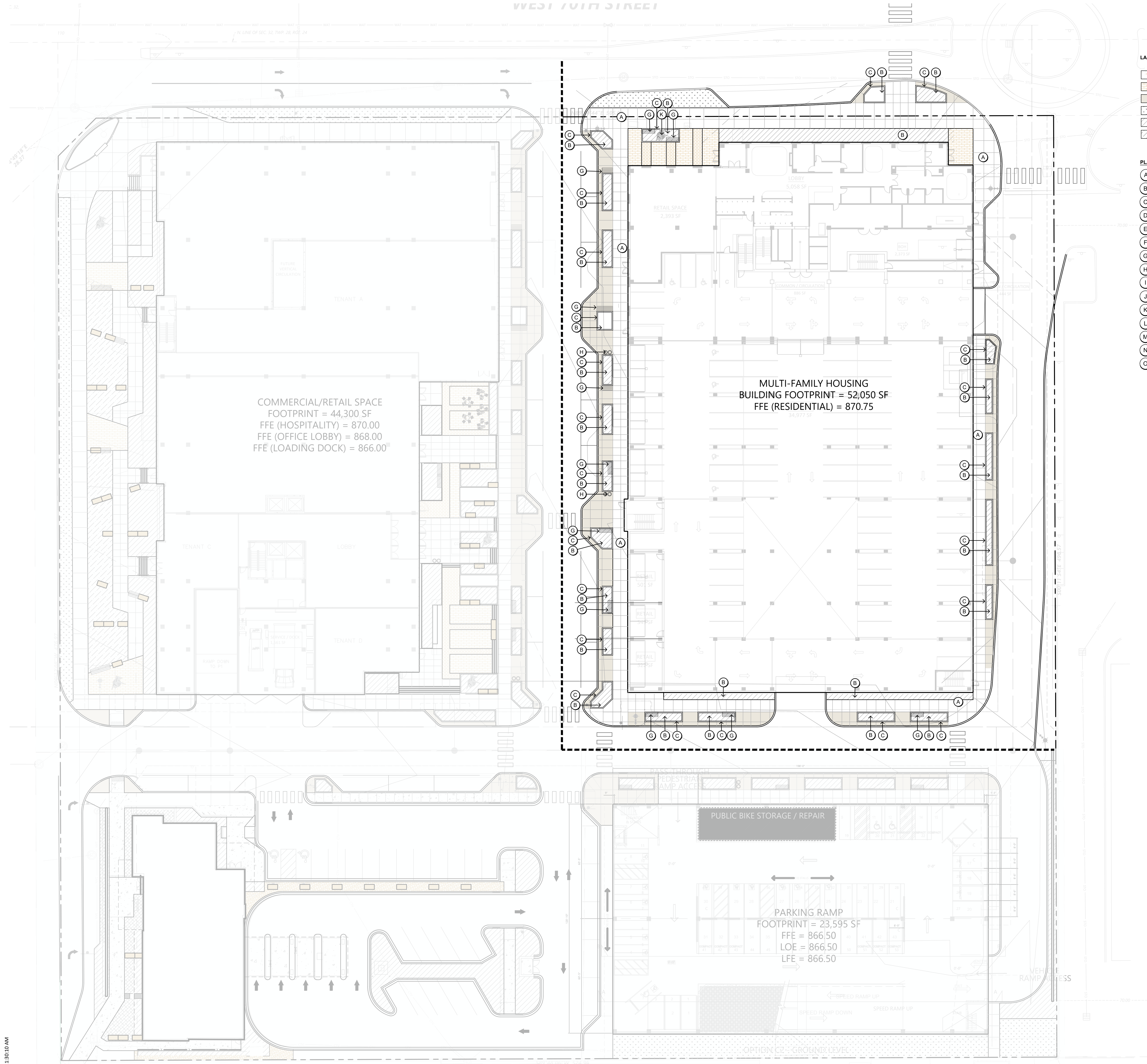
DETAILS

SHEET NUMBER

C501

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10



LANDSCAPE SITE PLAN HATCH LEGEND:

- CONCRETE PAVING
- DECORATIVE PAVING A
- DECORATIVE PAVING B
- TURF
- PLANT BED
- STORM FILTRATION FEATURE

PLAN KEYNOTES:

- WALK
- PLANTING BED
- CIP PLANT BED CURB
- CIP RETAINING WALL
- LIMESTONE FEATURES
- TREE GRATES
- BENCH FEATURES
- WASTE AND RECYCLING
- BIKE RACKS
- CANOPY/ PERGOLA FEATURE
- SCULPTURAL/ ART MOMENT
- STAIR W/HANDRAILS
- RETAINING WALL
- SIGNAGE
- TABLE AND CHAIRS

70th & France
Residential (Site A)

7001 France Avenue South, Edina, MN

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I hereby certify that this plan, specification, or
report was prepared by me or under my direct
supervision and that I am a duly licensed architect
under the laws of the State of Minnesota

Signature

Typed or Printed Name

License # Date

NOT FOR
CONSTRUCTION

SITE PLAN REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

20364
CONFLUENCE PROJECT NUMBER

JC TM
DRAWN BY CHECKED BY
KEY PLAN

70th & France
Residential (Site A)
SITE A LANDSCAPE SITE PLAN

L1.0

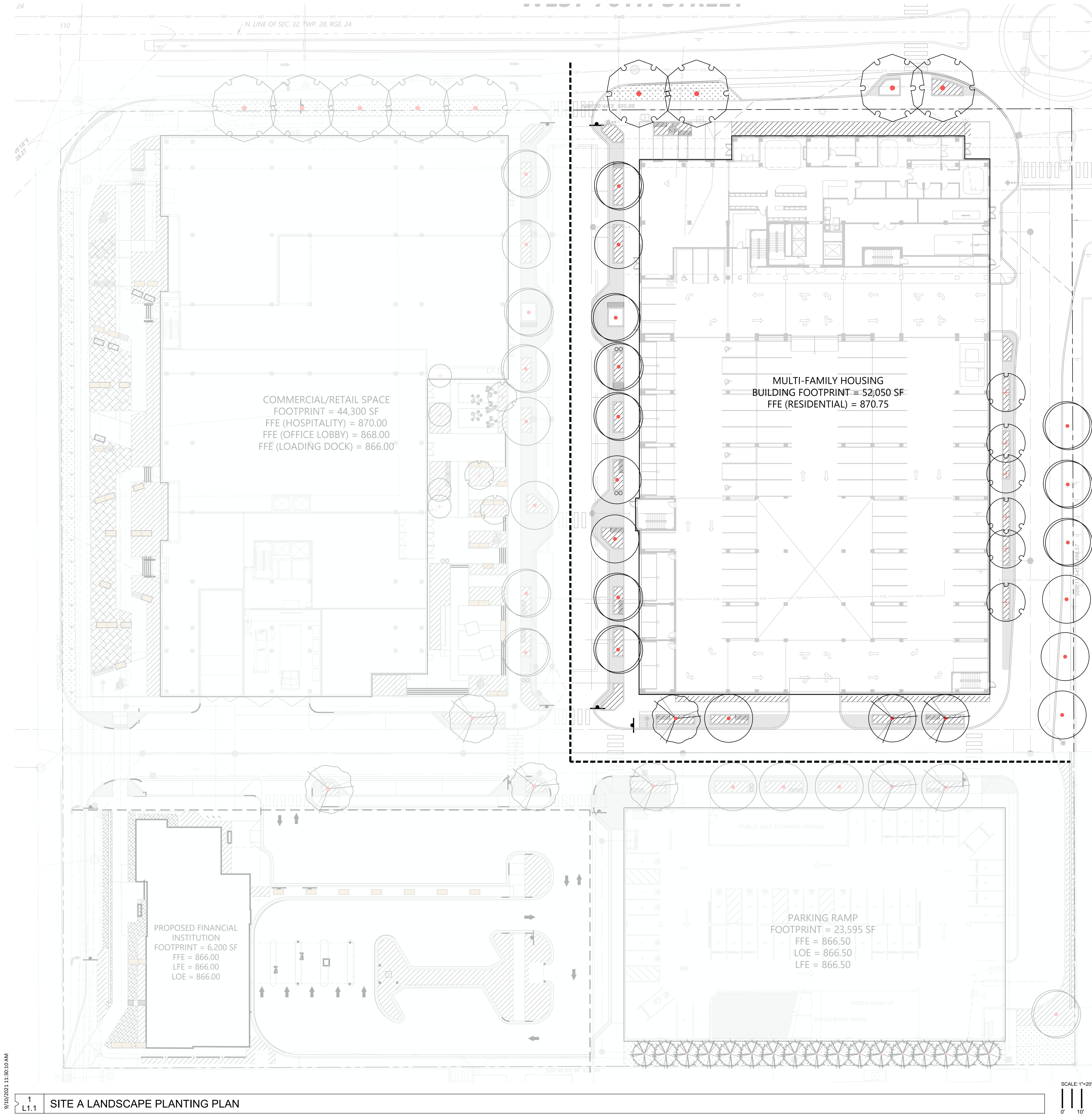
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SITE PLAN

SCALE: 1"=20'





- LANDSCAPE SITE PLAN HATCH LEGEND:
- CONCRETE PAVING
 - DECORATIVE PAVING A
 - DECORATIVE PAVING B
 - TURF
 - PLANT BED
 - STORM FILTRATION FEATURE

PLANT SCHEDULE SITE A PLANTING

TREES	COMMON / BOTANICAL NAME	CONT	CAL
As	Sienna Glen Maple / <i>Acer x freemanii</i> 'Sienna' TM	B & B	2.5"Cal
Bn	River Birch (Single Stem) / <i>Betula nigra</i>	B & B	2.5"Cal
Gs	Skyline Honey Locust / <i>Gleditsia triacanthos</i> 'Skyline'	B & B	4.5"Cal
Gc	True North Kentucky Coffeetree / <i>Gymnocladus dioica</i> 'UMNSynergy' TM	B & B	5.5"Cal
Tg	Greenspire Linden / <i>Tilia cordata</i> 'Greenspire'	B & B	4"Cal
Up	American Elm / <i>Ulmus americana</i> 'Princeton'	B & B	3.5"Cal

UNDERSTORY PLANTING PALETTE

SHRUBS - DRIP IRRIGATION	
BUD'S YELLOW DOGWOOD / <i>Cornus sericea</i> 'Bailadeline' (PPAF)	#5 CONT.
ARCTIC FIRE DOGWOOD / <i>Cornus stolonifera</i> 'Farrow'	#5 CONT.
DWARF BUSH HONEYSUCKLE / <i>Diervilla lonicera</i>	#5 CONT.
GRO-LOW FRAGRANT SUMAC / <i>Rhus aromatica</i> 'Gro-Low'	#5 CONT.
PERENNIALS - DRIP IRRIGATION	
ORNAMENTAL ONION / <i>Allium</i> 'His Excellency'	#1 CONT.
KOREAN FEATHER REED GRASS / <i>Calamagrostis brachytricha</i>	#1 CONT.
PURPLE CONEFLOWER / <i>Echinacea purpurea</i>	#1 CONT.
SHENANDOAH SWITCH GRASS / <i>Panicum virgatum</i> 'Shenandah'	#1 CONT.
PRAIRIE DROPSIDE / <i>Sporobolus heterolepis</i>	#1 CONT.
MAY NIGHT SALVIA / <i>Salvia nemerosa</i> 'May Night'	#1 CONT.
SCHIZACHYRIUM BLUE HEAVEN LITTLE BLUE STEM / <i>S. scarparium</i> 'Minnblue A'	#1 CONT.

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I hereby certify that this plan, specification, or
report was prepared by me or under my direct
supervision and that I am a duly licensed architect
under the laws of the State of Minnesota
Signature
Typed or Printed Name
License # Date

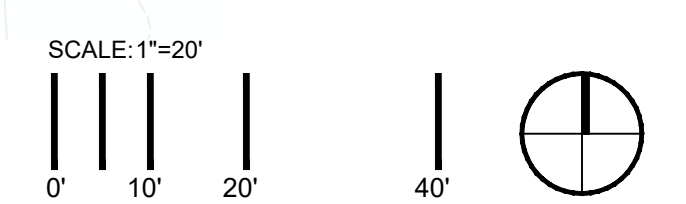
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SITE A LANDSCAPE PLANTING
PLAN
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SITE PLAN REVIEW
5/13/2022

ORIGINAL ISSUE:

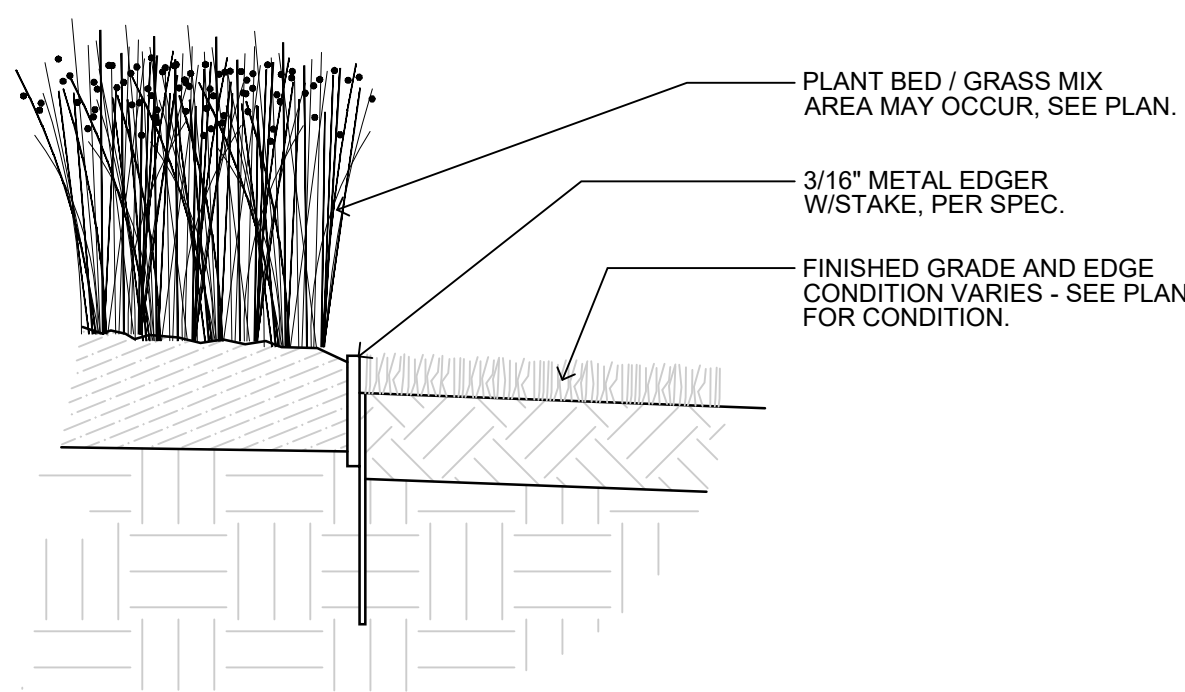
REVISIONS:
No. Description Date

20364
CONFLUENCE PROJECT NUMBER

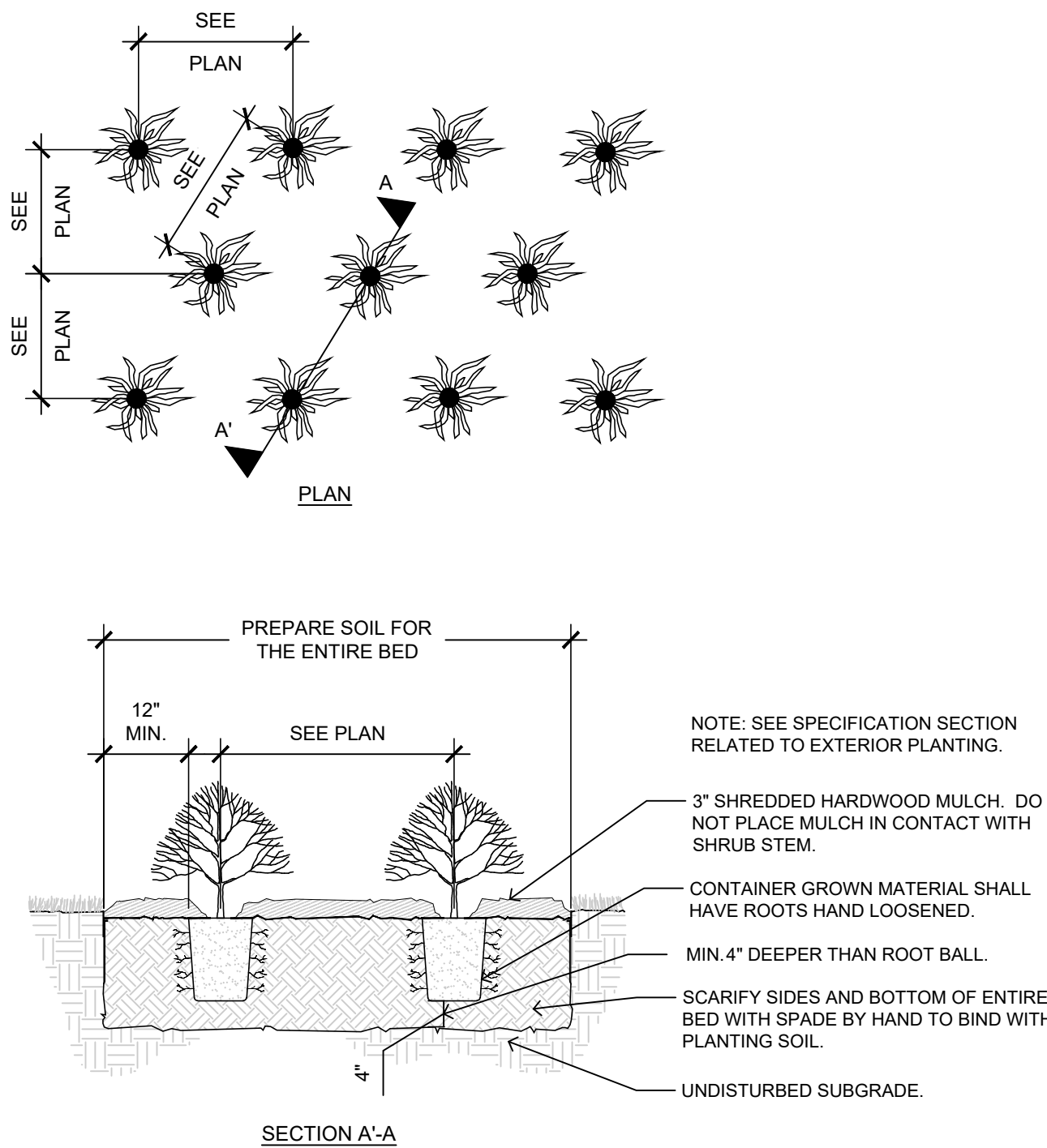
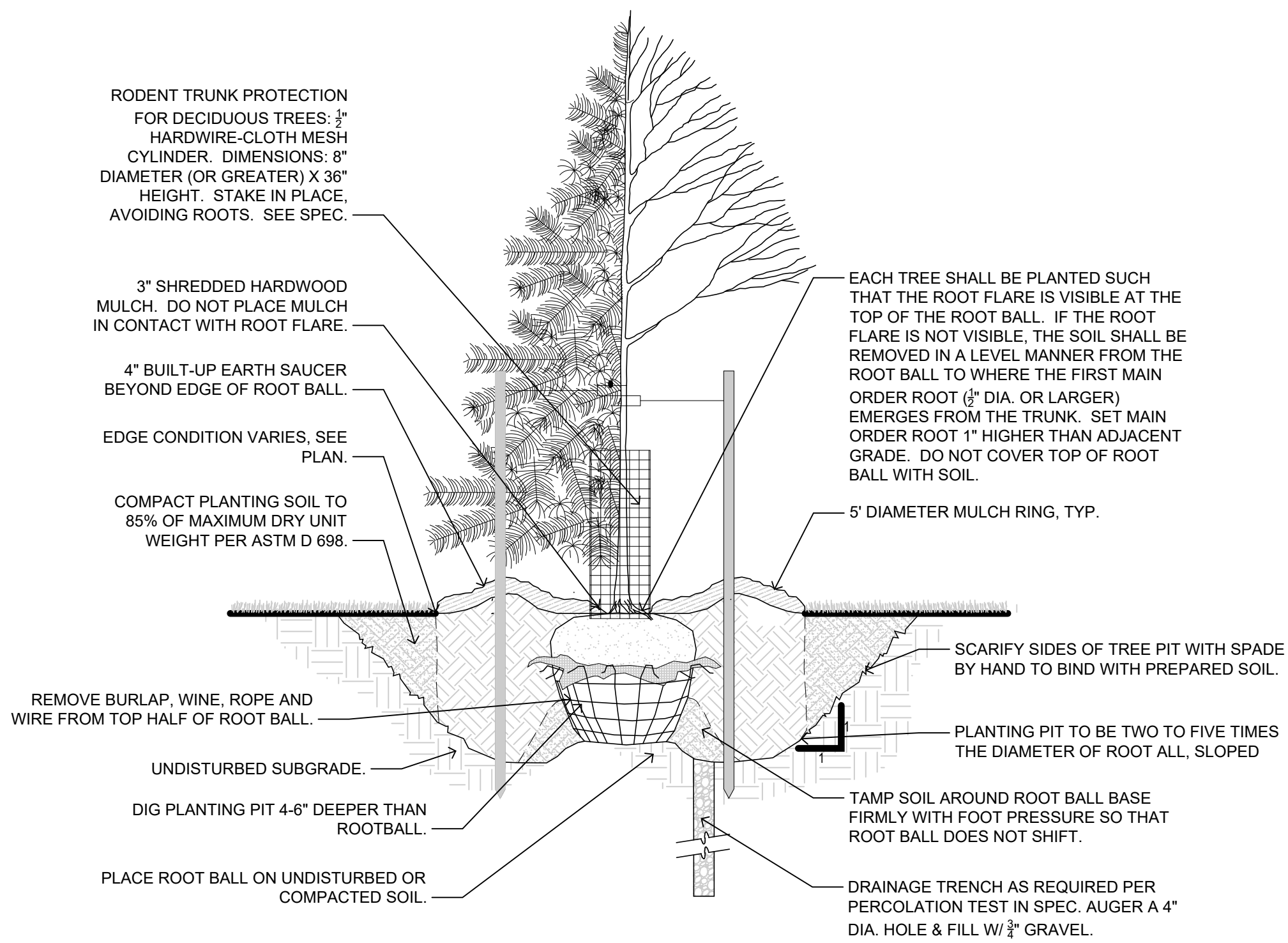
JC TM
DRAWN BY CHECKED BY
KEY PLAN

70th & France
Residential (Site A)
SITE A LANDSCAPE DETAILS

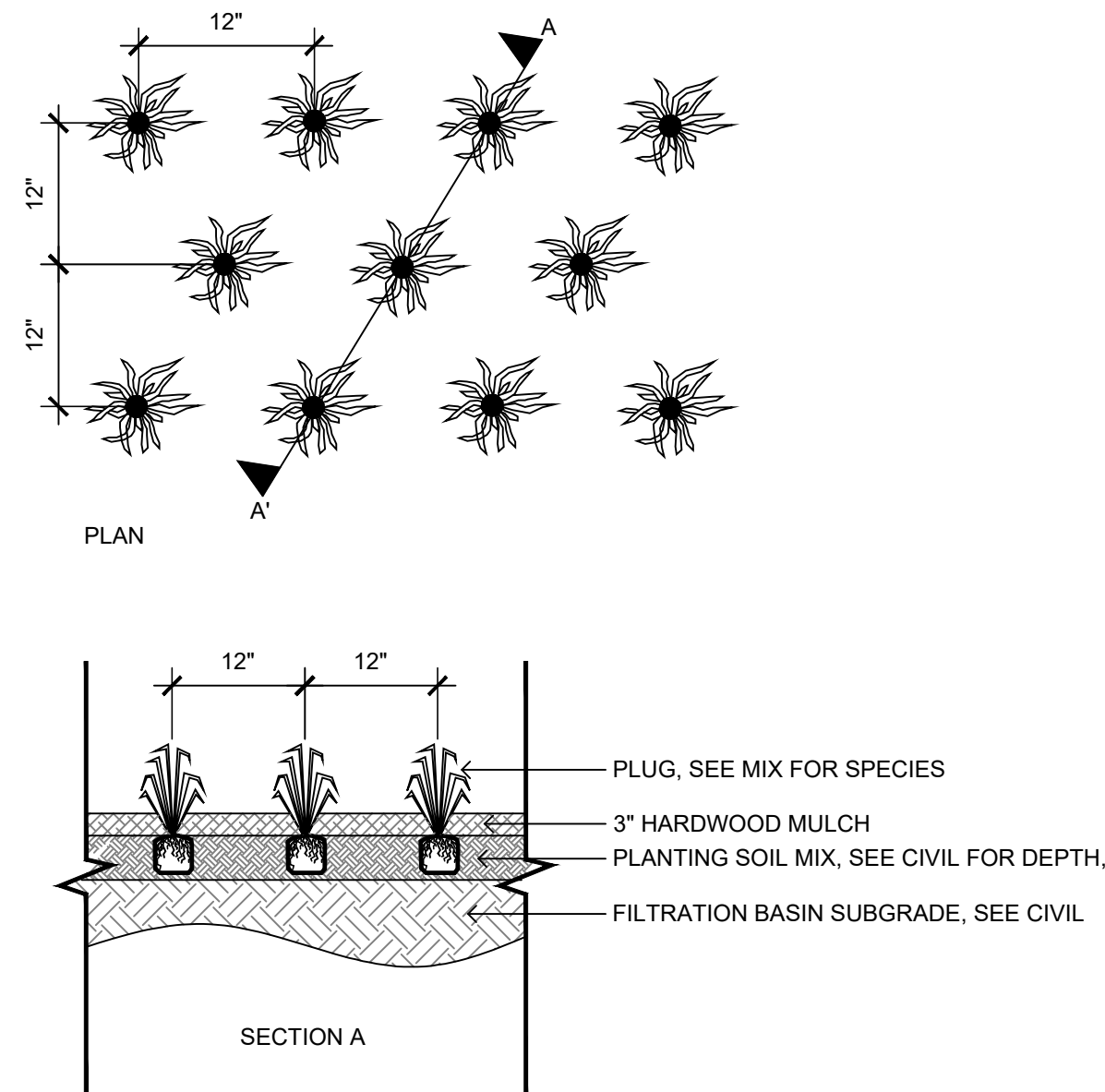
L2.0



04
L2.0 TURF @ PLANT BED 1/2\"/>



02
L2.0 PLANTING DETAIL, TYP. 1/2\"/>



03
L2.0 STORM FEATURE PLUG LAYOUT 1/2\"/>

01
L2.0 TREE PLANTING DETAIL, TYP. 1/2\"/>



VIEW FROM SOUTHWEST CORNER OF SITE



VIEW FROM NORTHEAST CORNER OF SITE LOOKING NORTH



VIEW FROM SOUTH SIDE OF SITE LOOKING SOUTHEAST



VIEW FROM EAST SIDE OF SITE LOOKING WEST



VIEW FROM NORTHEAST CORNER OF SITE LOOKING EAST



VIEW FROM SOUTHWEST SIDE OF SITE LOOKING EAST

70th & France
Residential
7001 W 70th St
Edina, MN 55435

esg
ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

I hereby certify that this plan, specification, or
report was prepared by me or under my direct
supervision and that I am a duly licensed architect
under the laws of the State of Minnesota
Signature _____
Typed or Printed Name _____
License # _____ Date _____

**NOT FOR
CONSTRUCTION**

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
05/12/22
REVISIONS:
No. Description Date

220535
PROJECT NUMBER
Author _____ Checker _____
DRAWN BY _____ CHECKED BY _____
KEY PLAN

70th & France Residential

EXISTING SITE IMAGES
A0.1

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CONSTRUCTION

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
05/07/22

REVISIONS:
No. Description Date

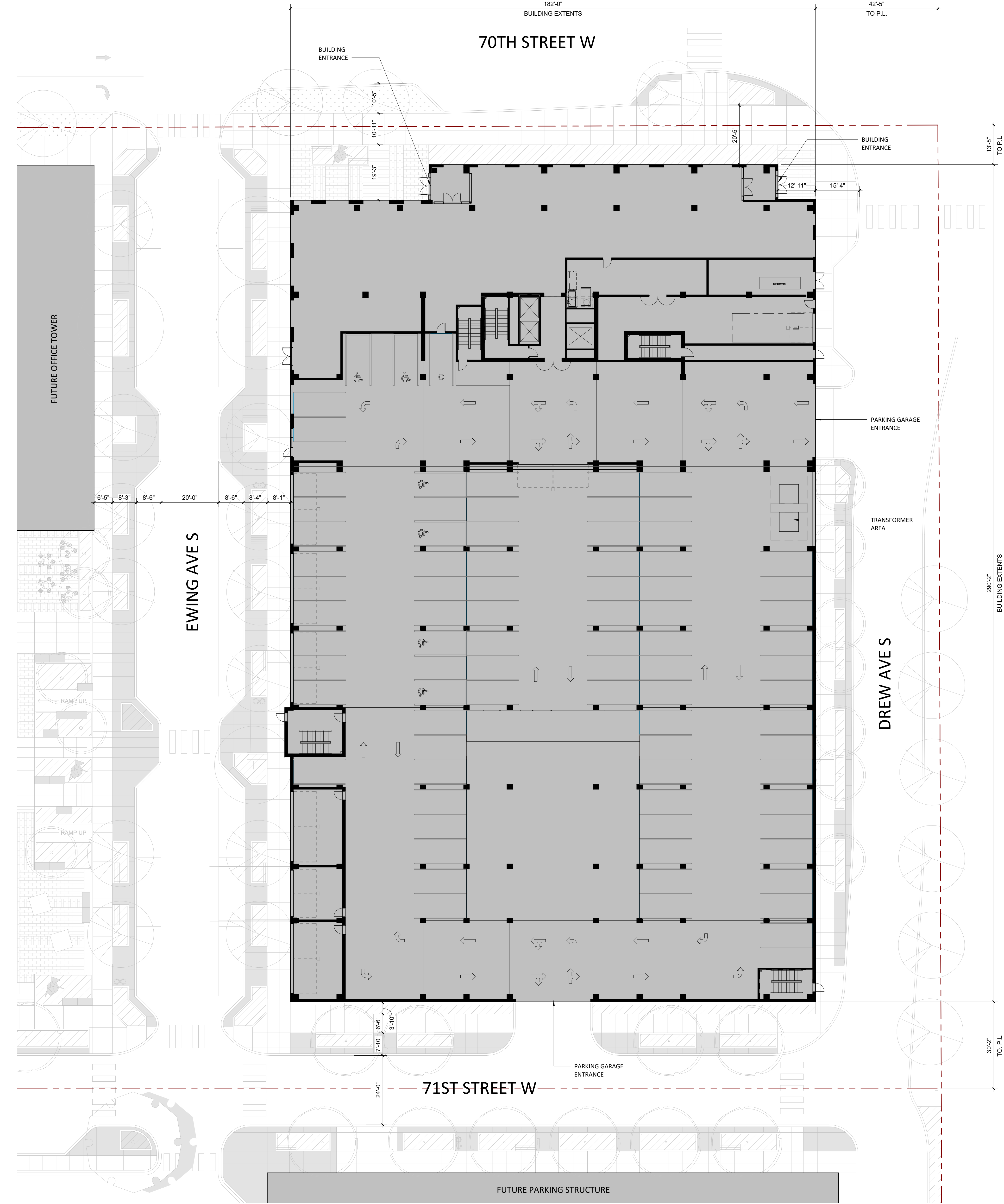
220535
PROJECT NUMBER

Author _____ Checker _____
DRAWN BY _____ CHECKED BY _____

KEY PLAN

70th & France Residential

SITE PLAN
A0.2



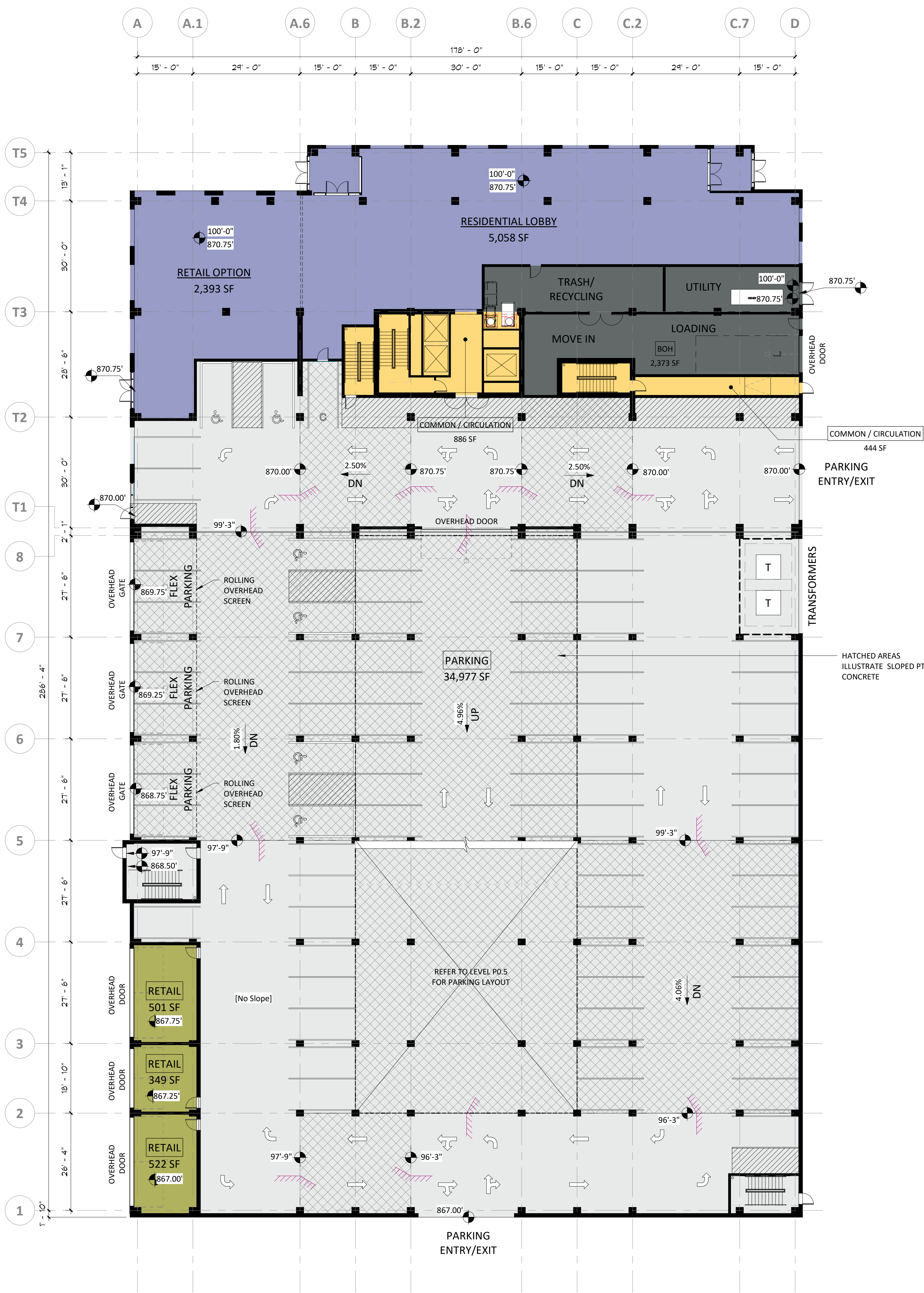
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CONSTRUCTION



2 LEVEL 1 FLOOR PLAN
A1 1/16" = 1'-0"

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

DRAWN BY _____ CHECKED BY _____
KEY PLAN

70th & France Residential

FLOOR PLAN - LEVEL 1

A1

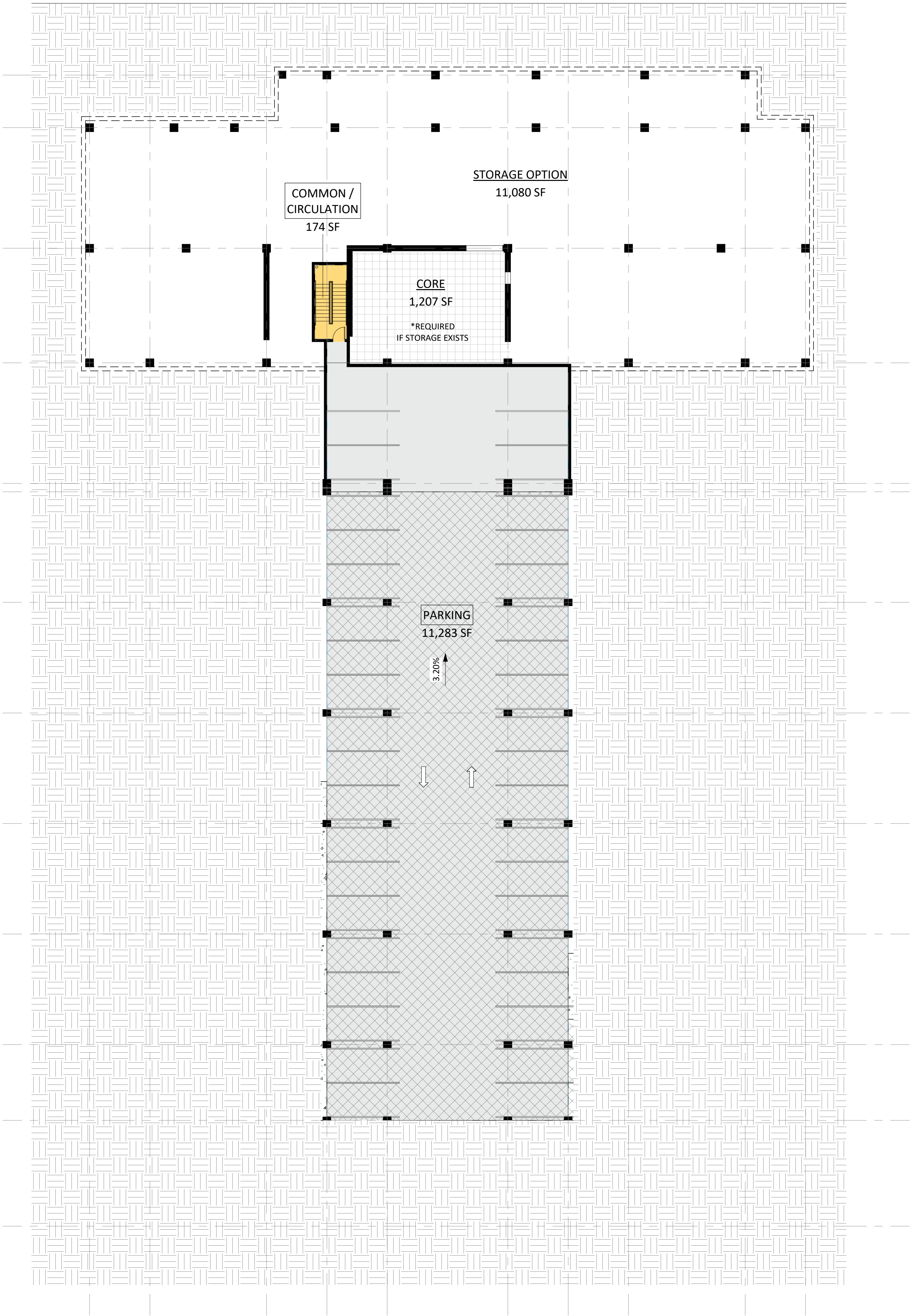
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License # _____ Date _____

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CONSTRUCTION



1 LEVEL 0.5 FLOOR PLAN STORAGE OPTION
A1.5 1/16" = 1'-0"

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
04/20/22

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

Author
DRAWN BY

Checker
CHECKED BY

KEY PLAN

70th & France Residential

FLOOR PLAN - LEVEL 0.5 / P1

A1.5

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under the laws of the State of Minnesota

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License # _____ Date _____

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CONSTRUCTION



1 LEVEL 2 FLOOR PLAN
A2 1/16" = 1'-0"

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
04/18/22

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

Author _____
DRAWN BY

Checker _____
CHECKED BY

KEY PLAN

70th & France Residential

FLOOR PLAN - LEVEL 2

A2

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Signature _____

Typed or Printed Name _____

License # _____ Date _____

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CONSTRUCTION



1 LEVEL 3 FLOOR PLAN
A3 1/16" = 1'-0"

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
08/24/21

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

DRAWN BY _____ CHECKED BY _____
KEY PLAN

70th & France Residential

FLOOR PLAN - LEVEL 3

A3

**NOT FOR
CONSTRUCTION**

SITE PLAN
REVIEW
5/13/2022

REVISIONS:

No.	Description	Date
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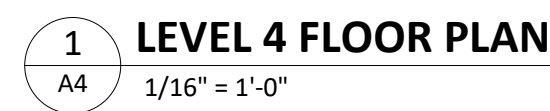
Author _____ Checker _____
 DRAWN BY _____ CHECKED BY _____

KEY PLAN

70th & France Residential

FLOOR PLAN - LEVEL 4

A4



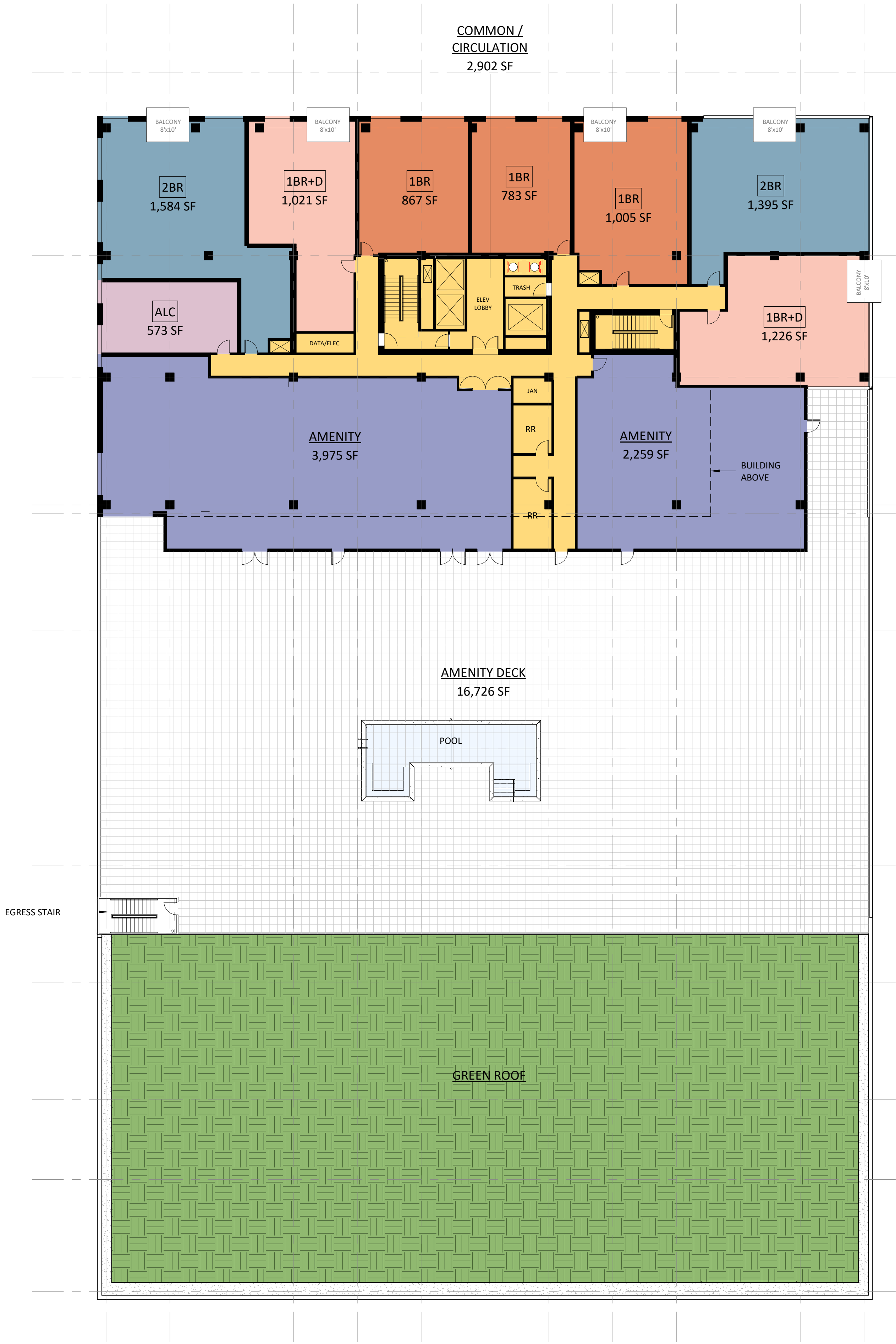
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

Signature _____

Typed or Printed Name _____

License # _____ Date _____

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CONSTRUCTION



1 LEVEL 5 FLOOR PLAN
A5 1/16" = 1'-0"

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
04/18/22

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

Author
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Checker
CHECKED BY

KEY PLAN

70th & France Residential

FLOOR PLAN - LEVEL 5
A5

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report was prepared by me or under my direct
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Signature

Typed or Printed Name

License # Date

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CONSTRUCTION

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

Author Checker
DRAWN BY CHECKED BY

KEY PLAN

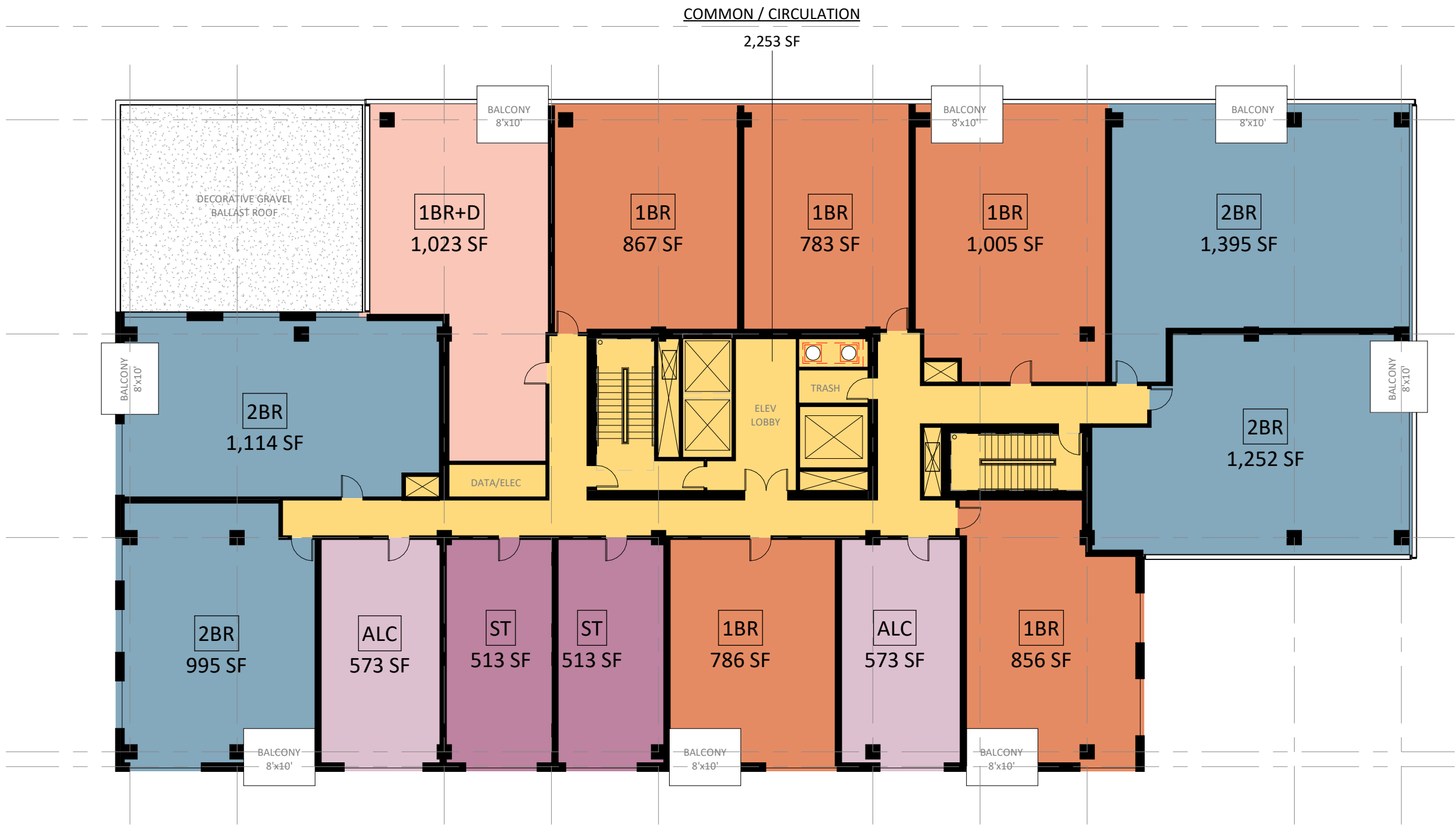
70th & France Residential

FLOOR PLAN - LEVEL 6, 7,
8-21 (TYP)

A6



1 LEVEL 8 (9-21 SIM) - TYPICAL
A6 1/16" = 1'-0"



2 LEVEL 7 FLOOR PLAN
A6 1/16" = 1'-0"



4 LEVEL 6 FLOOR PLAN
A6 1/16" = 1'-0"

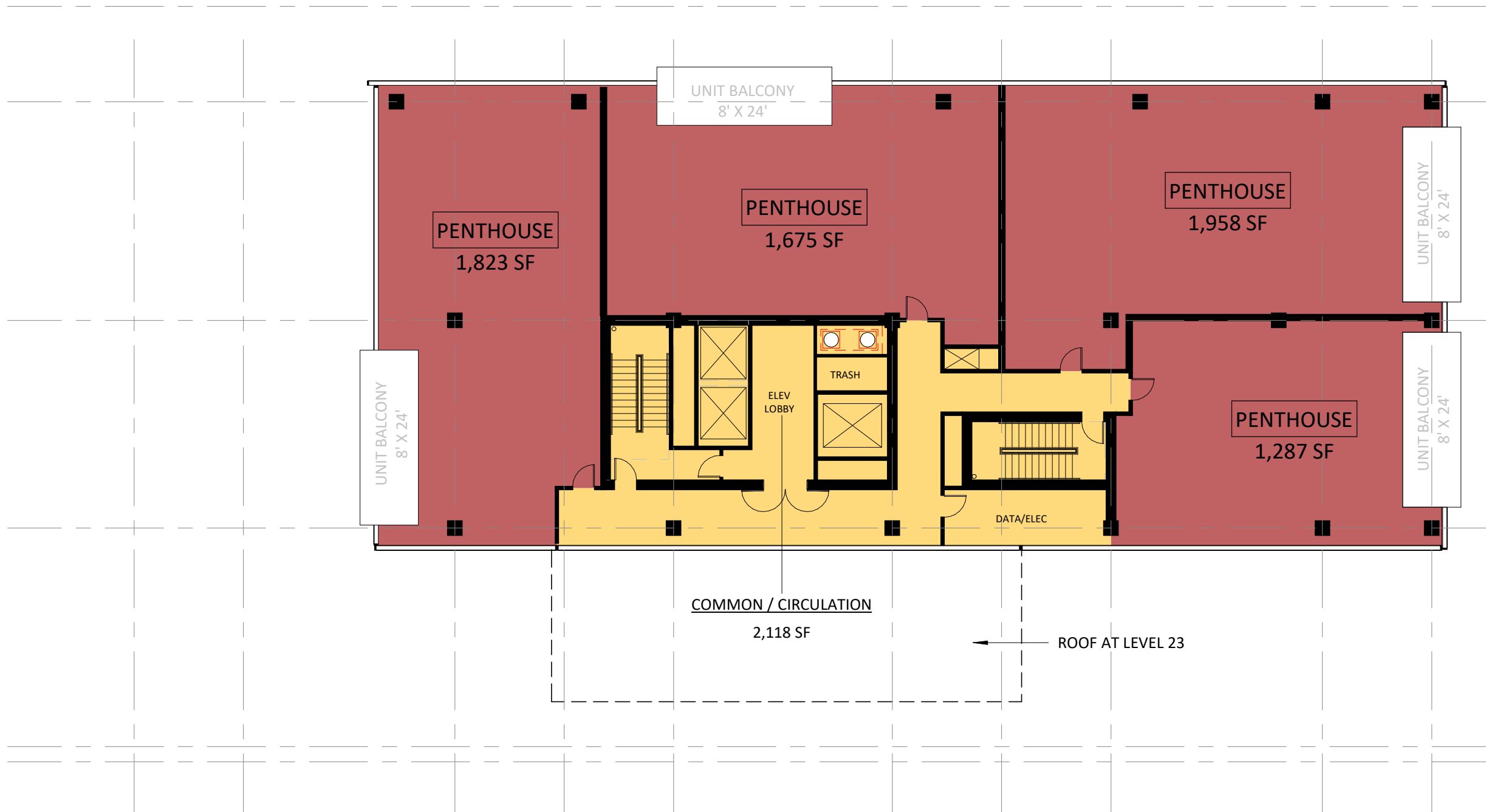
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

Signature _____

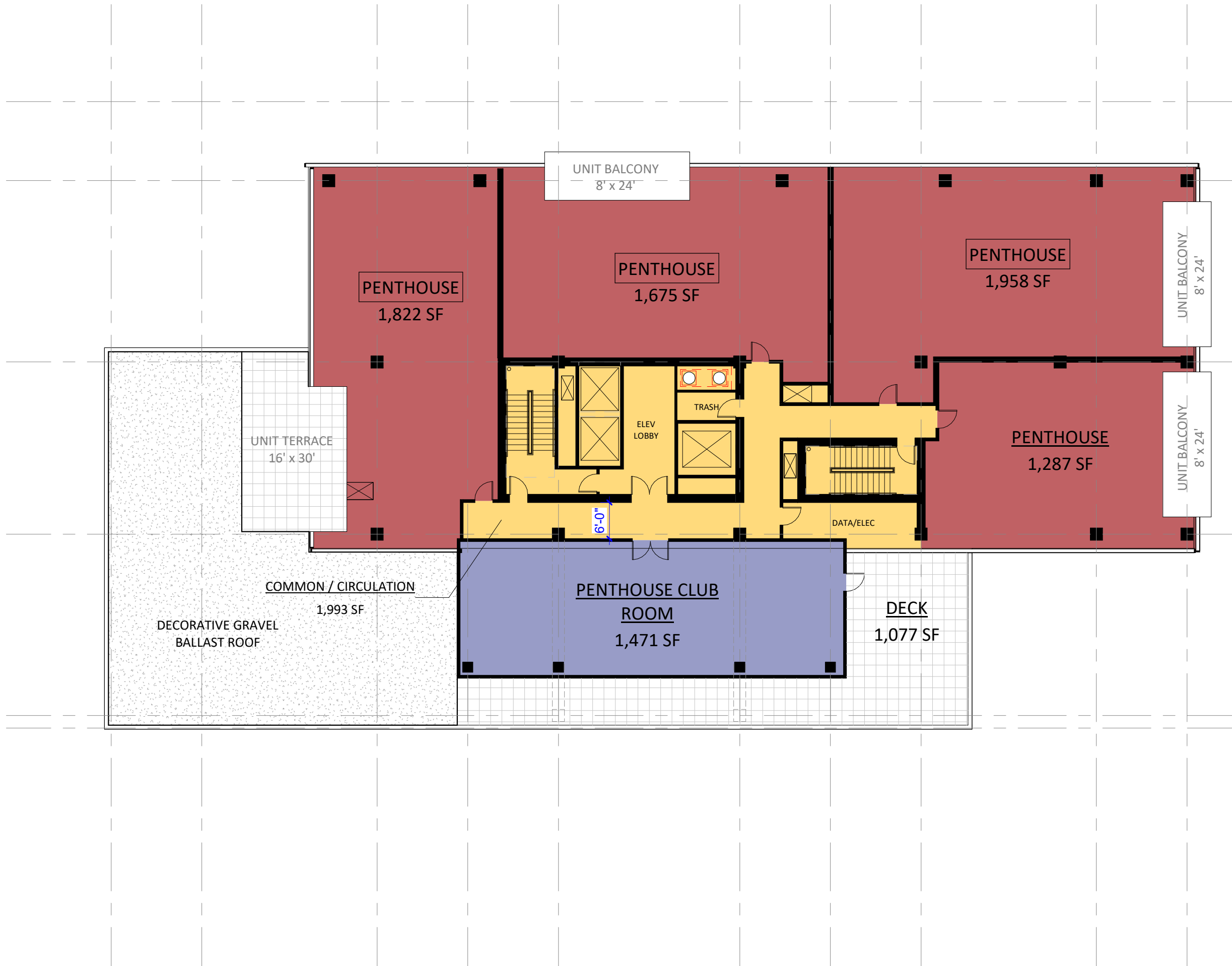
Typed or Printed Name _____

License # _____ Date _____

NOT FOR
CONSTRUCTION



2 LEVEL 23-24 FLOOR PLAN
A7 1/16" = 1'-0"



1a LEVEL 22 - (L22 OPTION 1)
A7 1/16" = 1'-0"

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
04/20/22

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

Author _____
DRAWN BY

Checker _____
CHECKED BY

KEY PLAN

70th & France Residential

FLOOR PLAN - LEVEL 22-24

A7

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report was prepared by me or under my direct
supervision and that I am a duly licensed architect
under the laws of the State of Minnesota

Signature

Typed or Printed Name

License # Date

NOT FOR
CONSTRUCTION

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:

No. Description Date

220535

PROJECT NUMBER

ESG

DRAWN BY

ESG

CHECKED BY

KEY PLAN

70th & France Residential

ELEVATIONS - NORTH &
EAST

A10

MATERIAL COUNTS - SITE A									
	NORTH		EAST		SOUTH		WEST		TOTAL
GLAZED WALL SYSTEM	36,567	77%	17,003	51%	27,749	58%	16,506	49%	97,825 60.2%
METAL PANEL	4,482	9%	3,302	10%	2,732	6%	1,668	5%	12,184 7.5%
ARCHITECTURAL STONE	6,301	13%	2,763	8%	8,823	18%	6,466	19%	24,353 15.0%
VERTICAL SCREEN AT PARKING	0	0%	10,137	31%	8,864	18%	9,017	27%	28,018 17.3%
TOTAL SF	47,350	100%	33,205	100%	48,168	100%	33,657	100%	162,380 100.00%



NOT FOR
CONSTRUCTION

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

Author Checker
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KEY PLAN

70th & France Residential

ELEVATIONS - SOUTH &
WEST

A11

MATERIAL COUNTS - SITE A									
	NORTH		EAST		SOUTH		WEST		TOTAL
GLAZED WALL SYSTEM	36,567	77%	17,003	51%	27,749	58%	16,506	49%	97,825 60.2%
METAL PANEL	4,482	9%	3,302	10%	2,732	6%	1,668	5%	12,184 7.5%
ARCHITECTURAL STONE	6,301	13%	2,763	8%	8,823	18%	6,466	19%	24,353 15.0%
VERTICAL SCREEN AT PARKING	0	0%	10,137	31%	8,864	18%	9,017	27%	28,018 17.3%
TOTAL SF	47,350	100%	33,205	100%	48,168	100%	33,657	100%	162,380 100.00%

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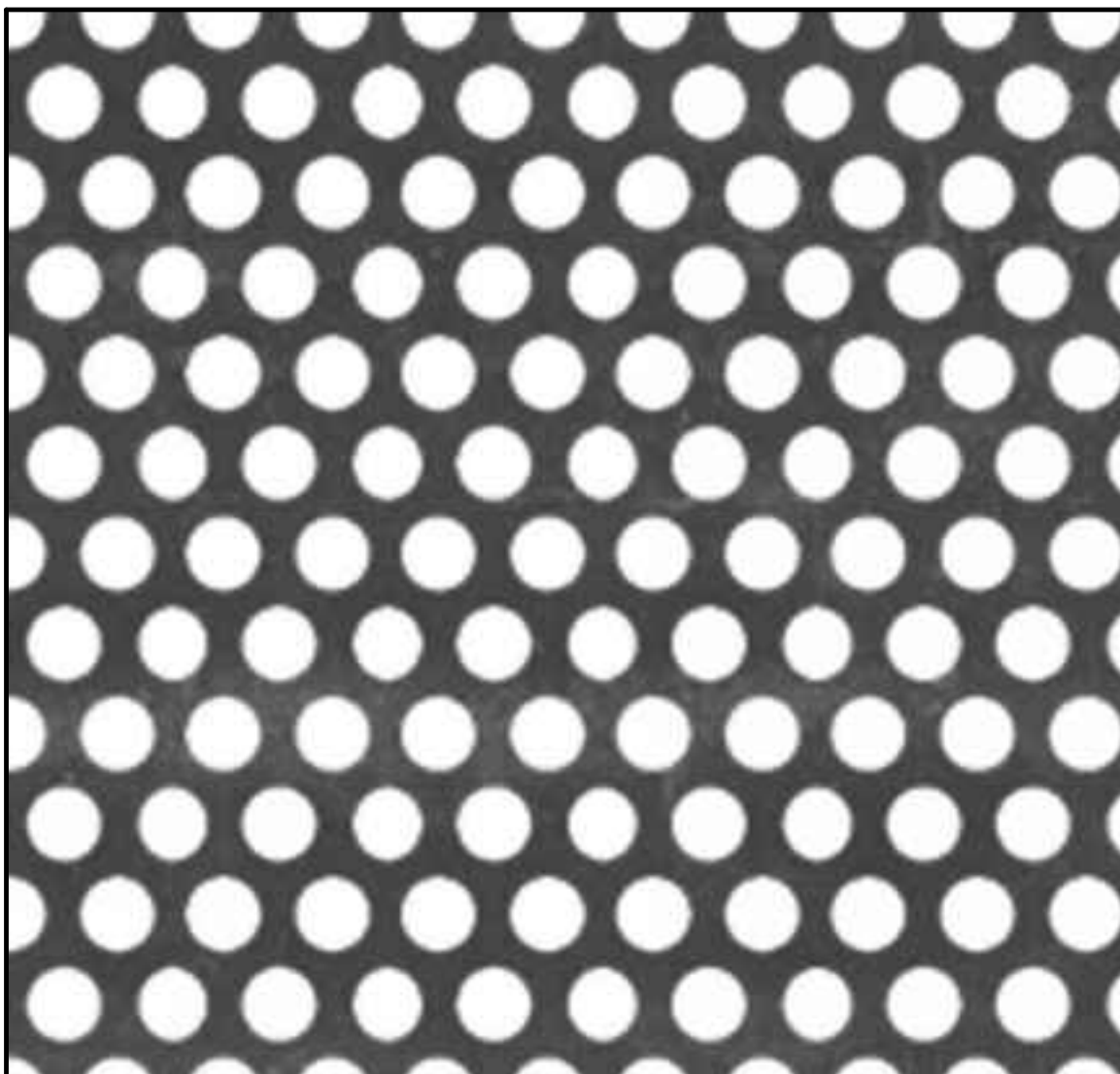
1 SOUTH ELEVATION
A11 1/16" = 1'-0"

2 WEST ELEVATION
A11 1/16" = 1'-0"

NOT FOR
CONSTRUCTION



EXTERIOR GLASS ENCLOSURE
HYBRID WINDOW WALL - SSG SYSTEM



PERFORATED METAL PANEL #2 -PARKING



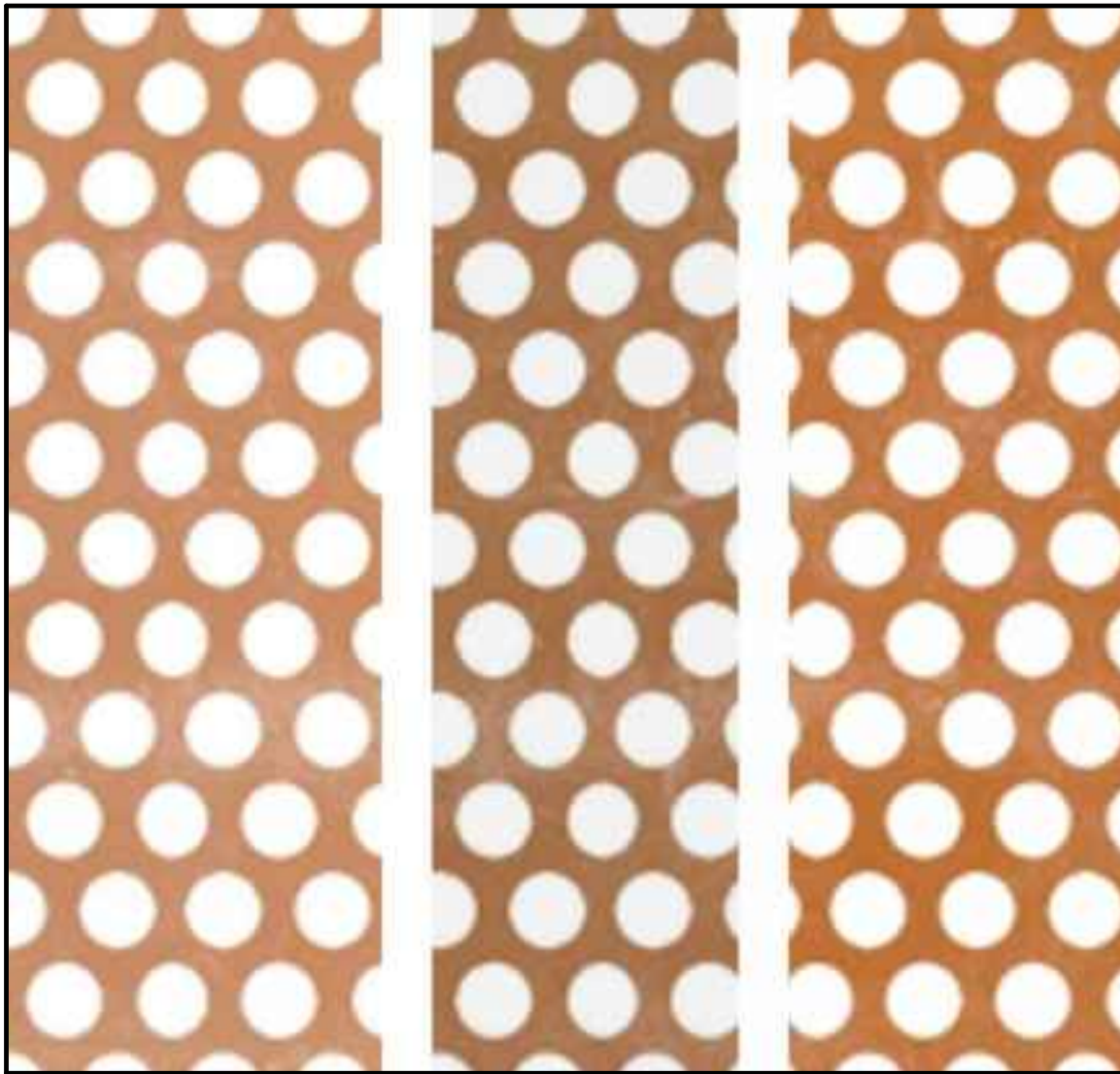
WOOD LOOK METAL PANEL



ARCHITECTURAL STONE - COLOR #3



ARCHITECTURAL STONE - COLOR #2



PERFORATED METAL PANELS #1 -PARKING



METAL PANEL



ARCHITECTURAL STONE #1 -
BASE MATERIAL

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:

No.	Description	Date
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220535
PROJECT NUMBER
Author _____
DRAWN BY CHECKED BY _____
KEY PLAN

70th & France Residential

EXTERIOR MATERIALS
A12

NOT FOR
CONSTRUCTION

SITE PLAN
REVIEW
5/13/2022

ORIGINAL ISSUE:
05/07/22
REVISIONS:
No. Description Date

220535
PROJECT NUMBER
Author _____ Checker _____
DRAWN BY _____ CHECKED BY _____
KEY PLAN

70th & France Residential

DESIGN PERSPECTIVES
A13



SW CORNER (71ST ST & EWING AVE)



SE CORNER (71ST & DREW AVE)



NE CORNER (70TH ST & DREW AVE)



NORTH (70TH ST W)

EXHIBIT C
7001 France Avenue - Site A
Initial TIF Pro Forma
Sources and Uses

SOURCES				
Debt		Amount	Percent	Per Unit
	First Mortgage	90,181,632	65.0%	337,759
	Other Loan	4,500,000	3.2%	16,854
	Subtotal	94,681,632	68.2%	354,613
Other Sources		Amount	Percent	Per Unit
Equity	Capital Partner	43,524,340	31.4%	163,013
Local_Grant	TOD	210,000	0.2%	787
Local_Grant	DEED	325,000	0.2%	1,217
	Subtotal	44,059,340	31.8%	165,016
TOTAL SOURCES		138,740,972	100.0%	519,629

USES				
		Amount	% of Cost	Per Unit
ACQUISITION COSTS		7,015,189	5.1%	26,274
	Land Cost	6,436,197	4.6%	24,106
	Sourcing Fee and Transfer Tax	308,550	0.2%	1,156
	Other - Carrying Cost	270,442	0.2%	1,013
CONSTRUCTION COSTS		103,051,279	74.3%	385,960
	Residential Building	79,044,472	57.0%	296,047
	Structured/Underground Residential Park	\$48,878 per 374 stall	11.2%	58,031
	Tenant Improvements: 1. Comm Space	\$65.00 psf	0.1%	334
	Sitework, Street Scapes and Utilities	3,283,200	2.4%	12,297
	Storm Water Management	716,800	0.5%	2,685
	Water Table Impacts	0	0.0%	0
	EV Charging Stations	635,353	0.5%	2,380
	Plaza	0	0.0%	0
	Solar	0	0.0%	0
	Artwork	0	0.0%	0
	Design Build Construction Contingency	2,987,910	2.2%	11,191
	Demolition / Environmental	800,000	0.6%	2,996
PERMITS/FEES		7,512,540	5.4%	28,137
	Park Dedication	1,335,000	1.0%	5,000
	Permits/Inspection	995,970	0.7%	3,730
	SAC/WAC Connection Fees	1,791,570	1.3%	6,710
	Affordable Payment in Lieu	3,375,000	2.4%	12,640
	Other City Fees	15,000	0.0%	56
PROFESSIONAL SERVICES		2,706,736	2.0%	10,138
	Appraisals	15,000	0.0%	56
	Studies - Market, Traffic, Blight	15,000	0.0%	56
	FF&E	830,103	0.6%	3,109
	Environmental / Geotech Civil	20,000	0.0%	75
	Legal - Development	100,000	0.1%	375
	Marketing/Leasing	534,000	0.4%	2,000
	Retail Leasing Commissions	13,720	0.0%	51
	Survey	35,000	0.0%	131
	Master Plan and Development Expense	943,913	0.7%	3,535
	Other - Professional Reimbursables	200,000	0.1%	749
FINANCING COSTS		5,095,806	3.7%	19,085
	Construction & TIF Loan Fees	527,216	0.4%	1,975
	Construction Period Interest	3,499,104	2.5%	13,105
	Inspections - Lenders	33,000	0.0%	124
	Lender Legal	75,000	0.1%	281
	Mortgage Registration Tax	253,064	0.2%	948
	Construction Disbursements	11,000	0.0%	41
	Real Estate Taxes During Construction	298,142	0.2%	1,117
	Title, Recording & Closing	199,280	0.1%	746
	Investor Legal	150,000	0.1%	562
	Joint Venture Partnership	50,000	0.0%	187
DEVELOPER FEE		4,855,934	3.5%	18,187
	Developer Fee	4,855,934	3.5%	18,187
CASH ACCOUNTS/ESCROWS/RESERVES		8,503,488	6.1%	31,848
	Management Startup/Leasing	2,417,828	1.7%	9,056
	Working Capital	214,509	0.2%	803
	Developer Contingency and Escalation Allowance	5,871,151	4.2%	21,989
TOTAL USES		138,740,972	100%	519,629

EXHIBIT C
7001 France Avenue - Site A
Initial TIF Pro Forma
Operating Pro Forma

Residential Income					
Rental Unit Income	Monthly Rent	Unit Count	Annual Revenue	Size Sq. Ft.	Rent/ Sq. Ft.
Gross Potential Rent	858,196	267	\$10,298,351	247,832	\$3.46
Other Residential Income	# of Stalls (if available)		Annual Revenue	\$ Per Stall Per Month	
Structured/Underground Res. Parking	317		\$570,600	\$150	
RUBS - Water/Sewer/Trash			\$400,500		
Other - Pet/Storage/Admin Fees			\$143,571		
Lease and Credit Loss			(\$102,984)		
Total Other Income			\$1,011,687		
Total Residential Income			\$11,310,038		
Residential Vacancy	Percent		Annual Loss		
Total Vacancy	5.0%		(\$570,651)		
Net Residential Income			\$10,739,387		
Commercial Income					
Commercial Space	Rent Per Sq/Ft		Annual Revenue	Sq/Ft	
1. Comm Space	\$20.00		\$27,440	1,372	
Total Commercial Rent			\$27,440	1,372	
Commercial Vacancy/Expenses	Percent		Annual Loss	Per Sq/Ft	
Total Commercial Vacancy/Expenses	5.0%		(\$1,372)	(1.00)	
Net Commercial Income			\$26,068		
Effective Gross Income (EGI)			\$10,765,455		
Expenses					
Apartment Operating Costs			Amount	Per Unit	
Administrative			\$113,475	\$425	
Payroll			\$560,700	\$2,100	
Leasing & Marketing			\$106,800	\$400	
Utilities			\$480,600	\$1,800	
Insurance			\$120,150	\$450	
Turnover			\$53,400	\$200	
Maintenance / Repair			\$200,250	\$750	
Other - Contracted Services			\$24,030	\$90	
Total Operating Costs			\$1,762,389	\$6,601	
Apartment Management, Taxes, & Reserves			Amount	Per Unit	
Management Fees			\$241,636	\$905	
Property Taxes			\$1,654,652	\$6,197	
Replacement Reserves			\$60,075	\$225	
Total Management and Other Costs			\$1,956,363	\$7,327	
Total Expenses			\$3,718,752		\$13,928
Net Operating Income (NOI)			\$7,046,703		
Available Tax Increment			\$637,929		
Net Operating Income (with Assistance)			\$7,684,632		
			No Assistance	With Assistance	
NOI			\$7,046,703	\$7,684,632	
Total Development Cost			138,740,972	138,740,972	
Cash on Cost Annual Return (NTE 6.0%)			5.08%	5.54%	

Exhibit D

Form of Go-Ahead Letter

[DEVELOPER LETTERHEAD]

[Date]

City Manager/City of Edina
Executive Director/ Housing and Redevelopment Authority of Edina, MN
4801 West 50th Street
Edina, Minnesota 55424

Dear []:

This letter is submitted pursuant to Section 4.5 of that certain Redevelopment Agreement (Site A) by and among the CITY OF EDINA, MINNESOTA, a Minnesota statutory city (the “City”); the HOUSING AND REDEVELOPMENT AUTHORITY OF EDINA, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”); and _____ (as successor by assignment to MDI FRANCE AVENUE, LLC, a Minnesota limited liability company) (the “Developer”), dated as of _____, 2022 (the “Redevelopment Agreement”), and is provided as the “Go-Ahead Letter” thereunder. Capitalized terms used in this letter and not defined herein have the meaning given to them in the Redevelopment Agreement.

In accordance with Section 4.5 of the Redevelopment Agreement, Developer hereby represents, warrants, and certifies to the City and the Authority that:

- (i) the debt and equity Financing Commitments have been received by Developer and true and correct copies of the same are attached hereto as Exhibit A;
- (ii) the organizational chart of Developer attached hereto as Exhibit B includes the identity (including name, city and state of each) of all equity sources with greater than a 10% direct or indirect investment in the Project;
- (iii) Developer is prepared to close on all financing required for the Minimum Improvements financing and commence construction of the Minimum Improvements, in accordance with the Redevelopment Agreement.

Attached hereto as Exhibit C is an updated TIF Pro Forma, which Developer hereby represents, warrants, and certifies to the City and the Authority is true and correct in all material respects as of the date hereof.

Sincerely,

By: _____

Name: _____

Its: _____

Exhibit A

Financing Commitments

(See attached)

Exhibit B

Organizational Chart of Developer

(See attached)

Exhibit C

Updated TIF Proforma

(See attached)

Exhibit E

Form of Certificate of Completion with Completion Checklist

CERTIFICATE OF COMPLETION
(7001 France Avenue – Site A)

A. _____ (“Developer”), pursuant to the Redevelopment Agreement by and among the CITY OF EDINA, MINNESOTA, a Minnesota statutory city (the “City”), the HOUSING AND REDEVELOPMENT AUTHORITY OF EDINA, MINNESOTA (the “Authority”) and Developer dated effective as of _____, 2022 (as the same may be amended or supplemented from time to time, the “Redevelopment Agreement”), which Redevelopment Agreement is evidenced of record by that certain Memorandum of Redevelopment Agreement dated _____, 2022 and recorded on _____, 2022 in the office of the Registrar of Titles for Hennepin County, Minnesota as Document No. _____, has agreed to complete the Minimum Improvements, as defined in and in accordance with the Redevelopment Agreement, on that certain real property (the “Property”) located in Hennepin County, Minnesota, described on the attached Exhibit A.

B. As of the date hereof, Developer has completed construction of the Minimum Improvements in accordance with the Redevelopment Agreement.

C. The issuance of this Certificate of Completion by the City and the Authority is not intended nor shall it be construed to be a warranty or representation by the City or the Authority as to the structural soundness of the Minimum Improvements, including, but not limited to, the quality of materials, workmanship or the fitness of the Minimum Improvements for their proposed use.

NOW THEREFORE, this is to certify that all construction and other physical improvements specified to be done and made by Developer with regard to the Minimum Improvements have been completed, and the provisions of the Redevelopment Agreement imposing obligations on Developer to construct the Minimum Improvements, are hereby satisfied and terminated, and the Registrar of Titles in and for the County of Hennepin, Minnesota is hereby authorized to record this instrument to be a conclusive determination of the satisfactory termination of said provisions of the Redevelopment Agreement.

Dated: _____, 20__

[Remainder of page intentionally left blank; signature pages follow]

CITY OF EDINA, MINNESOTA

By _____
_____, Mayor

By _____
_____, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____,
by _____ and _____, the Mayor and City Manager, respectively, of the City of Edina,
Minnesota, on behalf of the City of Edina.

Notary Public

**HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA**

By _____
_____, Chair

By _____
_____, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ and _____, the Chair and Secretary, respectively, of the Housing and
Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

Real property in the City of Edina, County of Hennepin, State of Minnesota, described as follows:

Lot 2, Block 1, A M N Addition, Hennepin County, Minnesota.

Certificate of Completion Checklist
(7001 France Avenue – Site A)

This is a summary of the deliverable requirements of the Redevelopment Agreement (7001 France Avenue – Site A) dated _____, 2022. This sheet is intended to be completed in connection with Developer’s request for a Certificate of Completion and prior to the issuance of the TIF Note. This sheet is provided for convenience and does not modify the terms of the Redevelopment Agreement.

PART ONE	Description of Required Minimum Improvements		Satisfactorily Completed (yes or no)	Notes
	A.	Completion* of 24-story mixed-use building at 7001 France Ave. with approximately 267 market rate units and 1,500 square feet of commercial space		
	B.	Confirmation of LEED compliance for apartment building and other required sustainability provisions		
	C.	Completion * of structured parking on Site A, including approx. 118 Public Parking stalls accessed from the street level		
	D.	Confirmation of LEED or ParkSmart compliance for parking structure		
	E.	Security cameras or other security mechanisms in strategic locations of public parking		
	F.	Confirmation of required amount of EV parking and prep for additional EV parking		5% of parking stalls to be equipped with EV chargers with additional 10% parking stalls prepared for future EV
	G.	Public parking vehicle entrance identified with signage and supplemented by wayfinding signage on site		
	H.	Completion** of all site work to establish buildable pads on Site B and Site C including utilities and underground stormwater facilities		
	I.	Completion** of 70 th Street improvements (between Ewing Ave. and Drew Ave.)		
	J.	Completion ** of Interior Street Grid (Ewing Ave. Drew Ave and 71 st St), including Sidewalks and Streetscapes		
	K.	Completion ** of Site A Public Art as part of comprehensive public art program for Sites A , B & C		Total cost of 5 public art pieces at least \$300,000 (exclusive of art consultant)
*As evidenced by CO or TCO by Building Department **As evidenced by acceptance of site and street improvements by Engineering and/or Community Development Departments				

CONTINUED ON NEXT PAGE

PART TWO	Description of Required Public Benefits on Site A		Satisfactorily Completed (yes or no)	Notes
	A.	Demolition of blighted and outdated buildings	Yes or no	
	B.	Public Access Easement for Interior Street Grid (Ewing Ave., Drew Ave., and 71 st St.) including Phase 1 Sidewalks and Streetscapes*		
	C.	Parking Easement for Street Parking stalls*		
	D.	Parking Easement for Public Parking areas in Site A parking structure*		
	E.	Transit Easement* for 70 th Street and/or portions of 71 st Street / Drew Avenue, if required by transit operator		
	F.	Receipt of Equity and Inclusion Report and confirmation of good faith efforts to achieve goals <ul style="list-style-type: none"> - % of minorities on workforce - % of female on workforce - % of subcontracted work awarded to MBE and WBE 		Aiming for: 32% minority 10% female 25% MBE / WBE
*Documents must be executed and recorded				

CONTINUED ON NEXT PAGE

PART THREE	Description of Final Costs Incurred and Gap Analysis		Confirmed Amounts	Notes
	A.	Confirmation that no Default remains uncured.	Yes or No	
	B.	Reimbursement for City's out of pocket costs related to TIF Agreement	Yes or No	
	C.	Confirmation that Developer has submitted final TIF Pro Forma to reflect actual costs	Yes or No	
	D.	Total Amount of Qualified Costs (see 3.2(a)) confirmed as expended	\$	Estimated to be at least \$5,000,000
	E.	Total Development Costs of Minimum Improvements	\$	Estimated to be \$
	F.	Confirmation that contingency funds used as required	Yes or No	
	G.	Total Amount grant funds received	\$	
	H.	Final financial gap to provide Market Return NTE 6.00%	\$	
	I.	Interest Rate of debt financing and interest rate applicable to TIF Note		NTE 4.25%
		Principal Amount of Original TIF Note	\$	lowest of \$5 million or 3.67% of Total Development Cost but NTE 6.00% return on cost

Certificate of Completion Checklist – 7001 France Avenue – Site A

Prepared by: _____
Signature and Title _____ Date _____

Approved by: _____
Signature, _____ Date _____
Edina City Manager / HRA Executive Director

Exhibit F

Form of Memorandum of Redevelopment Agreement

MEMORANDUM OF REDEVELOPMENT AGREEMENT (7001 France Avenue – Site A)

This Memorandum of Redevelopment Agreement (this “Memorandum”) is entered into as of _____, 202____, by and among the **City of Edina Minnesota**, a Minnesota statutory city (the “City”), the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“Authority”), and **MDI France Avenue, LLC**, a Minnesota limited liability company (“Developer”).

RECITALS:

A. The City, Authority, and Developer (collectively, the “Parties”) have entered into a certain Redevelopment Agreement dated as of _____, 2022 (as the same may be amended, modified, and/or supplemented from time to time, the “Redevelopment Agreement”), whereby the parties have agreed to various aspects of the redevelopment of certain real property more particularly described on the attached Exhibit A, together with all improvements, tenements, easements, rights and appurtenances pertaining to such real property, lying and being in Hennepin County, Minnesota (the “Property”).

B. The parties wish to give notice of the existence of the Redevelopment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Redevelopment Agreement.
3. The Parties have entered into the Redevelopment Agreement to set forth the terms and provisions governing the redevelopment of the Property.
4. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice that a contractual relationship for the redevelopment of the Property has been created between the Parties in accordance with the terms, covenants, and conditions of the Agreement. The Parties intend, declare and covenant, on behalf of themselves and all future owners and operators of the Property, that the Redevelopment Agreement and the covenants and restrictions set forth therein regulating and restricting the use, occupancy and transfer of the Property (a) shall be and are covenants running with the Property, encumbering the Property, binding upon the Parties’ successors in title and all subsequent owners and operators of the Property; (b) are not merely personal covenants of the Parties; and (c) shall bind the Parties and their respective successors and assigns.
5. The terms and conditions of the Agreement are incorporated by reference into this Memorandum as if fully set forth herein.

6. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

CITY OF EDINA, MINNESOTA

By: _____
James B. Hovland, Mayor

By: _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James B. Hovland and Scott H. Neal, the Mayor and City Manager, respectively, of the City of Edina, Minnesota, on behalf of the City of Edina.

Notary Public

HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

MDI France Avenue, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of MDI France Avenue, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description

Real property in the City of Edina, County of Hennepin, State of Minnesota, described as follows:

Lot 2, Block 1, A M N Addition, Hennepin County, Minnesota.

Exhibit G

Form of TIF Note

LIMITED REVENUE TAXABLE TAX INCREMENT NOTE

(7001 France Avenue – Site A)

No. R-_____

\$[5,000,000.00]

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF EDINA**

**HOUSING AND REDEVELOPMENT AUTHORITY
OF EDINA, MINNESOTA
LIMITED REVENUE TAXABLE TAX INCREMENT NOTE**

The HOUSING AND REDEVELOPMENT AUTHORITY OF EDINA, MINNESOTA (the “Authority”) acknowledges itself to be indebted and, for value received, promises to pay to the order of _____ (“Developer”), solely from the source, to the extent and in the manner hereinafter provided, up to the principal amount of this Limited Revenue Taxable Tax Increment Note (this “Note”) as provided herein, together with simple interest thereon accrued on the unpaid principal balance hereof from the date hereof, at the rate of interest of [] percent ([]%) per annum, on the Payment Dates (as hereinafter defined). This Note is executed and delivered in accordance with the terms and conditions of that certain Redevelopment Agreement dated as of _____, 2022, by and among the City of Edina, Minnesota (the “City”), the Authority and Developer (as successor to MDI FRANCE AVENUE, LLC, a Minnesota limited liability company) (as the same may be amended, modified, and/or supplemented from time to time, the “Redevelopment Agreement”), and is subject to the terms, conditions, and limitations on payment set forth therein, including, without limitation, the provisions of Section 3.4 (TIF Assistance and Potential Adjustment) of the Redevelopment Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Redevelopment Agreement.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to Developer and mailed to Developer at its postal address within the United States which shall be designated from time to time by Developer.

This Note is a special and limited obligation and not a general obligation of the Authority, which has been issued by the Authority pursuant to, and in full conformity with, the Constitution and the laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 through 469.1794 (the “TIF Act”), and the terms and conditions of the Redevelopment Agreement and a resolution of the Board of the Authority, to aid in financing a “project” (as defined in Minnesota Statutes, Section 469.174, subdivision 8) of the Authority within the 70th and France Tax Increment Financing District established by the Authority pursuant to Resolution No. 2022-05 (the “TIF District”).

Subject to the terms of the Redevelopment Agreement, principal of and interest on this Note shall be payable solely from and in the amount of Available Tax Increments (as hereinafter defined) on each **February 1** and **August 1** commencing on the later of **August 1, 2026** or the first February 1 or August 1 immediately following the date hereof (the "Payment Dates"). On each Payment Date, the Authority shall apply Available Tax Increments to the payment of principal of and interest on this Note.

To the extent that the Authority is unable to pay the total principal and interest due on this Note at or prior to **February 1, 2041** (the "Maturity Date") as a result of its having received as of such date insufficient Available Tax Increments, such failure shall not constitute a default under this Note and the Authority shall have no further obligation to pay unpaid balance of principal or accrued interest that may remain after such Maturity Date.

All payments made by the Authority on this Note shall be applied first to accrued interest and then to the principal amount of this Note. If Available Tax Increment is insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest. Interest shall be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

"Available Tax Increments" means **50%** of the tax increments derived from Site A which have been actually received and retained by the Authority from the County of Hennepin, Minnesota, pursuant to the TIF Act, for the six months before each Payment Date.

EXCEPT AS TO THE OBLIGATION TO MAKE PAYMENTS FROM THE AVAILABLE TAX INCREMENTS, THIS NOTE IS NOT A DEBT OF THE AUTHORITY, THE CITY, OR THE STATE OF MINNESOTA (THE "STATE"), AND NEITHER THE AUTHORITY, THE CITY, THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE ON THIS NOTE, NOR SHALL THIS NOTE BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN AVAILABLE TAX INCREMENTS.

Upon an Event of Default by Developer under the Redevelopment Agreement, the Authority may exercise the remedies with respect to this Note described in the Redevelopment Agreement, the terms of which are incorporated herein by reference, including, without limitation, the suspension or termination of the Authority's obligation to make any payments under this Note. For avoidance of doubt, the terms of Redevelopment Agreement incorporated herein by the foregoing reference, shall, for purposes of this Note, survive any termination of the Redevelopment Agreement occurring after the issuance of this Note.

The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the Authority without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

Developer shall never have or be deemed to have the right to compel any exercise of any taxing power of the Authority or the City or any other public body, and neither the Authority nor the City nor any director, commissioner, council member, board member, officer, employee or agent of the Authority or the City, nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration hereof or otherwise.

THE AUTHORITY MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, THAT THE AVAILABLE TAX INCREMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NO HOLDER OF THIS NOTE SHALL HAVE RIGHTS AGAINST THE AUTHORITY EXCEPT FOR DISTRIBUTION OF AVAILABLE TAX INCREMENTS.

Except as otherwise provided in the Redevelopment Agreement, this Note shall not be assignable or transferable without the prior written consent of the Authority. Any assignee or transferee must execute and deliver to the Authority a certificate, in form and substance reasonably satisfactory to the Authority, pursuant to which, among other things, such assignee or transferee acknowledges and represents: (i) the limited nature of the Authority's payment obligations under this Note, (ii) that this Note is being acquired for investment for such assignee's or transferee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, (iii) that the assignee or transferee has no present intention of selling, granting any participation in, or otherwise distributing the same, (iv) that the assignee or transferee is an "accredited investor" within the meaning of Rule 501 of the Regulation D under the Securities Act of 1933, as amended, (v) that the assignee or transferee, either alone or with such assignee's or transferee's representatives, has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment in this Note and the assignee or transferee is able to bear the economic consequences thereof, (vi) that in making its decision to acquire this Note, the assignee or transferee has relied upon independent investigations made by the assignee or transferee and, to the extent believed by such assignee or transferee to be appropriate, the assignee's or transferee's representatives, including its own professional, tax and other advisors, and has not relied upon any representation or warranty from the Authority, or any of its officers, employees, agents, affiliates or representatives, with respect to the value of this Note, (vii) that the Authority has not made any warranty, acknowledgment or covenant, in writing or otherwise, to the assignee or transferee regarding the tax consequences, if any, of the acquisition and investment in this Note, (viii) that the assignee or transferee or its representatives have been given a full opportunity to examine all documents and to ask questions of, and to receive answers from, the Authority and its representatives concerning the terms of this Note and such other information as the assignee or transferee desires in order to evaluate the acquisition of and investment in this Note, and all such questions have been answered to the full satisfaction of the assignee or transferee, (ix) that the assignee or transferee has evaluated the merits and risks of investment in this Note and has determined that this Note is a suitable investment for the assignee or transferee in light of such party's overall financial condition and prospects, (x) that this Note will be characterized as "restricted securities" under the federal securities laws because this Note is being acquired in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended, except in certain limited circumstances, and (xi) that no market for this Note exists and no market for this Note is intended to be developed.

This Note is issued pursuant to the Redevelopment Agreement and resolutions of the Board of the Authority and is entitled to the benefits thereof, which Redevelopment Agreement and resolutions are incorporated herein by reference.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Authority or the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Authority or the City to exceed any constitutional or statutory limitation thereon.

[Remainder of this page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Board of the Housing and Redevelopment Authority of Edina, Minnesota, has caused this Note to be executed by the manual signatures of the Chair and the Secretary of the Authority, and has caused this Note to be dated as of the date of original issue specified above.

Chair

Secretary

EXHIBIT H - Sample IRR Calculations and Site A TIF Adjustment Calculations
7001 France Avenue - Site A
City of Edina
267 Market Rate Apartments; 1,372 (sf) Commercial Space
Sales and Cashflow Analysis for Sample IRR Calculation

	2025	2026	2027	2028	2029	2030	2031	2032
SALE ANALYSIS END OF YEAR	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Net Operating Income End of Year	7,337,977	7,487,998	7,641,019	7,797,100	7,956,304	8,118,691	8,284,326	8,453,274
Divided By Cap Rate	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Gross Sale Price	163,066,155	166,399,949	169,800,418	173,268,897	176,806,746	180,415,351	184,096,129	187,850,522
Minus Debt A: First Mortgage	88,551,716	86,857,929	85,097,769	83,268,633	81,367,820	79,392,520	77,339,815	75,206,671
Minus Debt B: Other Loan	4,267,761	4,027,263	3,778,210	3,520,300	3,253,217	2,976,634	2,690,214	2,393,607
Net Sale Amount	70,246,677	75,514,756	80,924,439	86,479,964	92,185,709	98,046,197	104,066,100	110,250,245
Sales Expense 1.50%	(2,445,992)	(2,495,999)	(2,547,006)	(2,599,033)	(2,652,101)	(2,706,230)	(2,761,442)	(2,817,758)
SALES PROCEEDS	67,800,685	73,018,757	78,377,433	83,880,930	89,533,608	95,339,967	101,304,658	107,432,487

	2025	2026	2027	2028	2029	2030	2031	2032
IRR ANALYSIS END OF YEAR	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Year	Sales Proceeds	Cash Flow	Cash Flow	Cash Flow	Cash Flow	Cash Flow	Cash Flow	Cash Flow
Initial Investment		(43,524,340)	(43,524,340)	(43,524,340)	(43,524,340)	(43,524,340)	(43,524,340)	(43,524,340)
2023		0	0	0	0	0	0	0
2024		362,905	362,905	362,905	362,905	362,905	362,905	362,905
2025	67,800,685	70,342,980	2,542,295	2,542,295	2,542,295	2,542,295	2,542,295	2,542,295
2026	73,018,757	0	75,724,346	2,705,589	2,705,589	2,705,589	2,705,589	2,705,589
2027	78,377,433	0	0	81,249,583	2,872,150	2,872,150	2,872,150	2,872,150
2028	83,880,930	0	0	0	86,922,972	3,042,042	3,042,042	3,042,042
2029	89,533,608	0	0	0	0	92,748,940	3,215,332	3,215,332
2030	95,339,967	0	0	0	0	0	98,732,054	3,392,087
2031	101,304,658	0	0	0	0	0	0	104,877,036
2032	107,432,487	0	0	0	0	0	0	0
2033	113,728,417	0	0	0	0	0	0	0
Total		27,181,545	35,105,206	43,336,032	51,881,572	60,749,581	69,948,027	79,485,097
INTERNAL RATE OF RETURN		17.59%	16.13%	15.20%	14.52%	14.01%	13.59%	13.24%
Section 3.4(d) Excess Return IRR		20.00%	20.00%	18.00%	18.00%	18.00%	16.00%	16.00%
PROJECT RETURN EXCEEDED?	No	No	No	No	No	No	No	No
SITE A EXCESS RETURN		0	0	0	0	0	0	0
Credit: Remaining TIF Note Balance		(\$5,000,000)	(\$4,570,051)	(\$4,121,635)	(\$3,653,958)	(\$3,166,195)	(\$2,657,481)	(\$2,126,916)
A) 50% Remaining Excess Return:		\$0	\$0	\$0	\$0	\$0	\$0	\$0
B) Cum. TIF Note P&I Payments:		\$0	\$663,701	\$1,340,677	\$2,031,192	\$2,735,517	\$3,453,928	\$4,186,708
Site A TIF Adjustment (Lesser A or B):		\$0	\$0	\$0	\$0	\$0	\$0	\$0

Notes:

Analysis of Internal Rate of Return (IRR) of the Initial TIF Proforma project cashflows and potential sales through year 10. Sales proceeds assume onetime sale of the Minimum Improvements using valuation based on Initial TIF Proforma Net Operating Income. Annual cash flows include Net Operating Income less annual debt service and reserve allowance. Hypothetical sales are provided solely for purposes of providing an example of the Sale Lookback and Site A Excess Returns provisions.			
Assumptions:			
Cap Rate:	4.50%	Stabilized TIF Note:	\$5,000,000
Sales Expense:	1.50%	TIF Note Rate:	4.25%
Development Cost:	\$138,740,972	Initial Annual TIF P&I:	\$637,929
Equity Investment	\$43,524,340		
Initial First Mortgage	\$90,181,632		
Additional Debt:	\$4,500,000		

Exhibit I

Form of Parking Easement Agreement

PARKING EASEMENT AGREEMENT

(7001 France Avenue – Site A)

THIS PARKING EASEMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 202__ (“Effective Date”), by and between the **City of Edina, Minnesota**, a Minnesota statutory city (the “City”), and [to be the current owner(s) of the Property and Easement Premises] (“Owner”).

RECITALS:

A. The Housing and Redevelopment Authority of Edina, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), the City, and Owner, as “Developer”, are parties to that certain Redevelopment Agreement (7001 France Avenue – Site A) dated _____, 2022 (the “Redevelopment Agreement”).

B. The Redevelopment Agreement provides for the redevelopment by Owner of certain real property located at 7001 France Avenue, as legally described on the attached Exhibit A (the “Property”) and other property adjoining the Property, collectively, referred to herein and in the Redevelopment Agreement as the “Project Area”.

C. The Property is located within the 70th and France Tax Incremental Financing District, established by the Authority pursuant to Resolution No. 2022-05, in coordination with the Authority and with the cooperation and assistance of the City.

D. The Redevelopment Agreement provides for the expenditure of certain public funds to assist in the redevelopment of the Property with certain “Minimum Improvements” consisting generally of (i) a 24-story, mixed-use building, collectively including, without limitation, approximately 267 market-rate residential units, 1,500 square feet of retail, above ground structured parking for exclusive use of building tenants and guests, (ii) interior access roadways creating a grid street pattern in the Project Area and establishing future through-connections on adjacent properties, and (iii) related site improvements.

E. The Minimum Improvements also includes a total of 118 structured public parking stalls (the “Public Parking”), which such Public Parking is located on that portion of the Property legally described and depicted on the attached Exhibit B (the “Parking Premises”).

F. The City and Owner have agreed in the Redevelopment Agreement that Owner shall grant an easement to the City pursuant to which the Public Parking will be open and accessible to the general public for parking purposes pursuant to the terms and conditions of this Agreement.

G. Owner has agreed to own, operate, manage, and maintain the Public Parking pursuant and subject to the terms and conditions of the Redevelopment Agreement and this Agreement.

H. The City and Owner deem it to be in their interests and in furtherance of the economic development and redevelopment plan for the Property reflected in the Redevelopment Agreement to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I

RECITALS; EXHIBITS, DEFINITIONS

1.1 Recitals. The foregoing Recitals are true and correct statements of fact and are incorporated into this Amendment by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

ARTICLE II

GRANT OF EASEMENTS

2.1 Grant of Parking Easement. Owner hereby grants and conveys to the City, for the benefit of the City and the general public:

(a) a non-exclusive, perpetual public easement over, across, upon and through the Parking Premises, for the purpose of the general public utilizing the Public Parking for vehicular parking and utilizing all ancillary amenities, components, and fixtures located thereon and therein for the users of the Public Parking in general, all as required by, or reasonably inferable from, the City Approvals and/or the Redevelopment Agreement (e.g., bike racks, bike repair facilities and equipment, EV charging stations), all in accordance with and subject to the terms and conditions of this Agreement; and

(b) a non-exclusive, perpetual public easement over, across, upon and through all means of pedestrian and vehicular access to and from public rights of way, streets, alleys, public spaces, and easements appurtenant and/or used in connection with the Parking Premises located on the Property and adjoining or contiguous to the Parking Premises, all as depicted on the attached Exhibit B (collectively, the “Access Premises”, and together with the Parking Premises, collectively the “Easement Premises”), all in accordance with and subject to the terms and conditions of this Agreement.

By a written amendment to this Agreement that is mutually acceptable to the City and Owner, the City will agree to reduce the actual number of parking stalls forming part of the Public Parking, and a corresponding modification to the Parking Premises, by a maximum of 23 parking stalls if the parking within the Minimum Improvements on the street level along Drew Avenue or Ewing Avenue is converted to street level retail space.

ARTICLE III

TERM

3.1 Term. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, shall be effective as of the date hereof, shall be perpetual, and shall remain in effect until affirmatively released by the City. Such release shall be evidenced by the recording of a release or termination of this Agreement in the real estate records of Hennepin County, Minnesota, at which time this Agreement shall terminate.

ARTICLE IV

USE OF EASEMENT PREMISES

4.1 Operation and Control of Easement Premises. During the term of this Agreement, Owner shall operate the Easement Premises in accordance with this Agreement and all applicable governmental laws, ordinances, regulations and orders, at Owner's sole cost and expense. Subject to the terms of this Agreement, Owner has full authority and control over the management, operation, and use of the Easement Premises; provided, however, all parking within the Public Parking shall be free of charge and Owner shall not charge any fee for the use of the Public Parking, and the Public Parking shall be available 24 hours a day, seven days a week, 365 days a year (subject to certain limitations set forth in Section 4.4 below), and all subject only to reasonable, non-discriminatory limitation, rules and regulations governing its use adopted by Owner and approved by the City Manager in accordance with Section 4.4(d) below.

4.2 Signage. Owner shall install and maintain the following signage:

- (a) A prominent, permanent "Public Parking" sign at or near each vehicular entrance to the Public Parking areas;
- (b) Prominent, permanent Public Parking wayfinding signage at strategic locations on the Project Site which indicates the presence of and direction to the Public Parking;
- (c) Prominent, permanent signage clearly delineating "private" parking stalls from the Public Parking; and
- (d) A permanent placard (to be no smaller than approximately 8 1/2 by 11 inches) in the pedestrian access entrance/exit lobby(ies) or foyer(s) of the public parking area which states that the Public Parking is provided in partnership with the City and the Authority.

The final design and wording of each element of the foregoing signage shall be subject to the City Manager's prior written approval, not to be unreasonably, or delayed.

4.3 Waste, Nuisance, Damage, Disfigurement or Injury to Easement Premises. Neither the City nor Owner shall knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Easement Premises, or any disfigurement or injury to any improvements hereafter erected or located upon the Easement Premises, or any part thereof, or the fixtures and/or equipment thereof. Neither the City nor Owner, in its use and occupancy of the Easement Premises, shall 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."

4.4 Owner's Reservation of Certain Rights. The City's easement rights under this Agreement shall be subject to the following reservations, as well as the other applicable provisions contained in this Agreement:

(a) Owner reserves the right to close-off any portion of the Easement Premises for such reasonable period of time as may be legally necessary, in the opinion of Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing-off any portion of the Easement Premises, Owner shall give as much written notice as reasonably practicable of its intention to do so.

(b) Owner reserves the right at any time and from time to time to exclude and restrain any private party from access to the Public Parking for cause and on a non-discriminatory basis.

(c) Owner reserves the right to temporarily erect or place barriers in and around areas on the Easement Premises which are being constructed and/or repaired in order to ensure either safety of persons or protection of property.

(d) Owner reserves the right to adopt and enforce reasonable rules and regulations for the safe, efficient, and orderly use and operation of the Easement Premises, so long as such rules and regulations are applied on a non-discriminatory basis, do not adversely impact the City's or the public's rights to use of the Easement Premises as set forth in this Agreement, and are approved by the City Manager or its designee.

ARTICLE V

MAINTENANCE OF THE EASEMENT PREMISES

5.1 Maintenance. At all times during the term hereof, Owner, at its cost and expense, shall keep and maintain the Easement Premises and the other Minimum Improvements in good condition and repair in a first-class manner, similar to that of other structured parking facilities located within other first-class, multi-use projects in the Minneapolis-Saint Paul metropolitan area, which such maintenance shall include, without limitation, the following:

(a) all repairs, replacements, renewals, alterations, additions and betterments thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen, all as may be necessary to keep the Easement Premises and the other Minimum Improvements in the condition and repair required by this Agreement, and which are consistent with the requirements of the City Approvals and the Redevelopment Agreement, and which do not adversely impact the City's or the public's rights to use of the Easement Premises as set forth in this Agreement, which such requirements include, without limitation,

(i) maintaining compliances with LEED Certification or "Parksmart" certification (or equivalent as determined by the City in accordance with the Redevelopment Agreement);

(ii) maintaining electric vehicle (EV) chargers at the parking premises forming part of the Minimum Improvements such that a minimum of five percent (5%) of all parking stalls (inclusive of the Public Parking and the private stalls on the Minimum Improvements) have EV chargers, and causing a minimum of an additional ten percent (10%) of all such parking stalls to have conduits for future EV chargers;

- (iii) maintaining the security cameras, security phones, panic buttons, and other public safety features approved by and required by the City in accordance with the Redevelopment Agreement;
- (b) maintaining all drive and parking surfaces in a smooth and evenly-covered condition, which maintenance work shall include cleaning, sweeping, restriping, repairing and resurfacing the same;
- (c) maintaining in good working order (including cleaning and painting as necessary), repairing, and replacing as necessary the Access Premises;
- (d) maintaining in good working order, repairing, and replacing as necessary all ventilation and mechanical systems;
- (e) maintaining in good working order, repairing, and replacing as necessary any automated parking system;
- (f) maintaining in good working order, repairing, and replacing as necessary all domestic water, sewer, storm water, gas, electricity, power, heat, telephone, other communications service, commercially reasonable security and life safety systems, and any and all other utility or similar services used, rendered, or supplied, upon, at, from, or in connection with the Easement Premises;
- (g) periodic sweeping out and removal of all papers, debris, filth, refuse, ice and snow, provided all sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the use of the Easement Premises;
- (h) placing, keeping in repair, replacing and repainting any appropriate directional signs or markers, within or associated with the Easement Premises;
- (i) operating, keeping in repair, cleaning and replacing when necessary such Easement Premises lighting facilities as may be reasonably required, including without limitation all lighting necessary or appropriate for security of the Easement Premises;

5.2 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 Easement Premises or any part thereof, except to the extent that the Owner demonstrates that any damage to the Easement Premises was directly caused by the gross negligence or willful misconduct of the City, its employees, or agents.

ARTICLE VI

UTILITIES

6.1 Utility Charges. During the term of this Agreement, Owner shall pay, or cause to be paid, when the same become due, all charges for water, sewer usage, storm water, 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, at, from, or in connection with the Easement Premises, or any part thereof.

ARTICLE VII

TAXES AND ASSESSMENTS

7.1 Payment of Taxes and Assessments. Owner 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 during the term of this Agreement against the Easement Premises and the other Minimum Improvements. Subject to the terms of the Redevelopment Agreement, Owner shall have the right and option, at any time but solely at Owner's expense, to pay any real estate taxes or assessments in installments or under protest or in a similar manner, or to contest the levy or amount of the same in appropriate legal or administrative proceedings.

ARTICLE VIII

INDEMNIFICATION, INSURANCE

8.1 Indemnification of the City. Except to the extent caused by the willful misconduct or gross negligence of the City, its employees or agents, or the general public, or arising out of the default by the City and its officers, employees or agents, of obligations made pursuant to a contract with Owner, including this Agreement, Owner hereby covenants and agrees to indemnify and save harmless the City and its employees and agents from and against any and all claims, demands, actions, damages, costs, expenses, reasonable attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property, to the extent arising from or out of the design or initial construction, maintenance and operation of the Easement Premises, or in connection with the use or occupancy of the Easement Premises, or any part thereof, by Owner, or to the extent arising out of the breach of Owner's obligations hereunder.

8.2 Property Insurance. At all times during the term hereof, Owner, at its sole cost and expense, shall keep the Easement Premises and the other Minimum Improvements, and all alterations, extensions, and improvements thereto and replacements thereof, insured, in the amount of the full replacement cost thereof and with such deductibles as Owner deems appropriate, against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to such improvements.

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

8.4 Liability Insurance. During the term of this Agreement, Owner shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to facilities and improvements similar to those located on the Easement Premises, at commercially reasonable coverage levels, to be reviewed from time to time by Owner:

(a) insurance against liability (including passenger elevator 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 use, occupancy, or condition of the Easement Premises, or any part thereof, including insuring the indemnification obligations set forth in Section 8.1 above, which such insurance shall provide that the City is an additional insured;

(b) garage keepers' liability insurance including coverage for:

- (i) Fire and explosion;
- (ii) Theft (of entire vehicle); and
- (iii) Riot, civil commotion, malicious mischief, and vandalism.

8.5 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. Owner shall promptly following the City's request therefor, furnish the City with copies of 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 10 days before the cancellation becomes effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

8.6 No Obligation of the City for Insurance. 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 Easement Premises and/or any improvements hereafter located thereon.

ARTICLE IX

ASSIGNMENT

9.1 Assignment by the City. During the term of this Agreement, the City may not assign or transfer its interest under this Agreement without the prior written consent of Owner.

9.2 Assignment by Owner. Owner may assign or otherwise transfer its interest under this Agreement in connection with any sale or transfer of the Minimum Improvements subject to the terms and conditions of the Redevelopment Agreement. The City shall recognize and approve any successors or assigns of Owner.

ARTICLE X

CASUALTY

10.1 Destruction. In the event that all or any part of the Easement Premises and/or other portions of the Minimum Improvements are destroyed by fire or other casualty, Owner shall promptly rebuild, reconstruct and/or restore the same to the extent insurance proceeds are available or, in the event insurance proceeds are not sufficient to reconstruct and/or restore the same, to the extent insurance proceeds combined with any contributions by Owner toward reconstruction are available.

ARTICLE XI

EMINENT DOMAIN

11.1 Major Condemnation. If all of the Easement Premises is taken, acquired, or condemned by eminent domain for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of vesting of title in the condemning authority. Each party shall make its own claim in the condemnation proceeding based upon the value of its respective interest in the Easement Premises.

ARTICLE XII

DEFAULT AND REMEDIES

12.1 Default By Owner. If Owner fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days' written notice of such failure or, if such failure cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same within a reasonable period of time, not to exceed an additional 90 days, then, in such case, the City may pursue all available remedies at law and in equity, and the City may, but shall not be obligated to, cure such failure on behalf of Owner and Owner shall pay to the City all sums due and owing on account thereof. The City shall submit a statement to Owner evidencing the costs incurred to cure such failure. If Owner 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 Property as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

12.2 Copy of Notice of Default to Mortgagee. If the City delivers any notice or demand to Owner with respect to any default under this Agreement, the City will endeavor to also deliver a copy of such notice or demand to the mortgagee of any mortgage encumbering the Property at the address of such mortgagee provided to the City in a written notice from Owner or the mortgagee, provided that failure of the City to give any such notice shall not limit the City's ability to exercise any of its remedies hereunder.

ARTICLE XIII

MISCELLANEOUS

13.1 Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner:	At the address of record for real property tax assessment notices with respect to the Property, or at such other address as either party shall have specified by written notice delivered in accordance with this section.
with a copy to:	Any applicable mortgagee in accordance with <u>Section 12.2.</u>
In the case of the City:	City of Edina Attn: City Manager 4801 West 50th Street Edina, MN 55424
with a copy to:	Dorsey & Whitney LLP Attn: Jay Lindgren 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

13.2 Survival. The easements granted hereby and each reservation, covenant, condition and restriction contained in this Agreement will run with the land and will be binding upon, and inure to the benefit of, as the case may be, Owner and the City and their respective successors and assigns.

13.3 Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Premises to the general public.

13.4 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.

13.5 Private Easement and Restriction Agreement. The Project Area is subject to the terms of that certain Easement and Restriction Agreement dated March 24, 2022, originally by and between U.S. Bank National Association, a national banking association, and MDI France Avenue, LLC, a Minnesota limited liability company, recorded on March 29, 2022, with the Hennepin County Registrar of Titles as Document No. 5932919 (the “Private ERA”). The rights granted to the City, the Authority, and/or the general public hereunder, shall be subject to the provisions of the Private ERA; provided, however, Owner hereby represents, warrants, and covenants that the Private ERA does not and will not prohibit the granting of, or the use and enjoyment of, the Easement Premises and/or the other rights granted to the City, the Authority, and/or the general public hereunder.

13.6 Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, Owner represents and warrants that 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. Owner shall cause this Agreement to constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any construction lender or permanent lender and for the rights of any such lender to be subordinated to this Agreement and the City’s rights and interests hereunder.

13.7 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 either party unless in writing and signed by both parties.

13.8 Attorneys’ Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Owner to enforce the provisions of this Agreement, Owner agrees to pay the reasonable attorneys’ fees and other reasonable expenses paid or incurred by the City in connection with the action.

13.9 Governing Law. This Agreement is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

13.10 Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

13.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY:

CITY OF EDINA, MINNESOTA

By: _____
_____, Mayor

By: _____
_____, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, the Mayor and City Manager respectively, of the City of Edina, Minnesota, on behalf of the City.

Notary Public

OWNER:

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by
_____, the _____ of _____, a
_____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

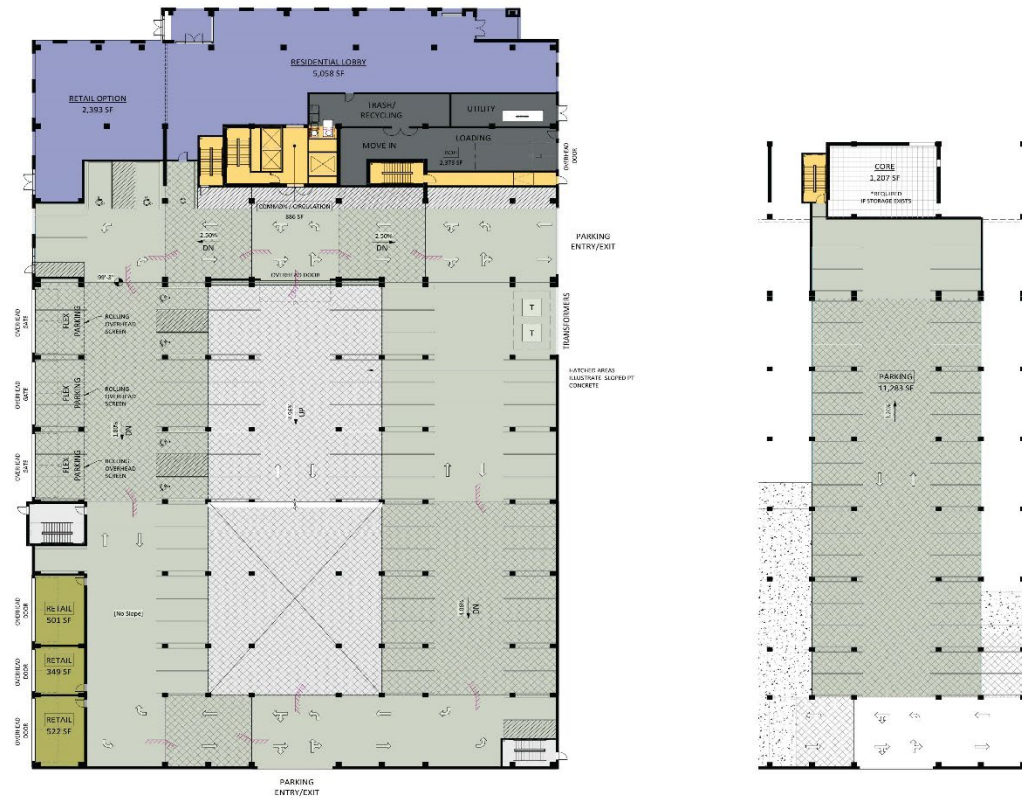
Lot 2, Block 1, A M N Addition, Hennepin County, Minnesota

Torrens Property/Certificate of Title No. 1541002

Exhibit B

Legal Description and Depiction of the Parking Premises and the Access Premises

[Depiction for illustrative purposes; final exhibit to be updated based on final plans/construction prior to easement execution.]



esg

Level 1

CONSENT AND SUBORDINATION

The undersigned, _____, a _____, holder of that certain **[Mortgage]** executed by _____, a _____, dated _____, 20____, filed _____, 20____, as Document No. _____, in the office of the County Recorder in and for Hennepin County, Minnesota, and filed _____, 20____, as Document No. _____, in the office of the Registrar of Titles in and for Hennepin County, Minnesota, in favor of _____ (the “**Mortgage**”), hereby consents to the foregoing Parking Easement Agreement (7001 France Avenue – Site A) (the “**Easement Agreement**”), and hereby subjects and subordinates the Mortgage and all of its right, title and interest in and to the Easement Agreement.

_____ ,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

Exhibit J

Equity and Inclusion Community Engagement Plan

[See attached.]



Community Participation Plan

Mortenson knows how critically important community participation is. We are committed to provide opportunities to participate in and benefit from the construction of projects to a broad and diverse membership of the community. Mortenson's community participation plan is a multi-faceted program to achieve meaningful participation in the project by the local community, including people of color; women, minority and women owned businesses, and other targeted members of the community. The main components of our plan are aimed at 1) maximizing participation and 2) ensuring that all targeted businesses that participate in the project have a successful experience which will benefit their organization for further opportunities. Our program successes are demonstrated on such projects as the Minneapolis Convention Center Expansion, Minneapolis Central Library, FedExForum, Target Field, Sprint Center, KFC YUM! Center, Salt River Fields, US Bank Stadium and numerous other projects in both public and private sectors across the country.

The major features of Mortenson's Community Participation Program include the following:

- Maximizing Local and MWBE Contracting
- Community Outreach
- Workforce Diversity
- Technical Assistance
- Internship Program

Maximizing Local and MWBE Contracting

Strengthening the minority and female business community economically contributes to the overall economic growth and expansion of our markets. Mortenson's program is designed to achieve meaningful and lasting benefits to the community through business opportunity that enable local, female and minority businesses to enhance and further develop and grow their businesses.

Initiatives for maximizing local, women and minority business participation include:

- A. Structuring bid packages to allow for maximum participation by local women and minority owned businesses, including targeting specific scopes of work for MWBE firms.

B. Collaborating with local, women and minority business organizations to identify firms for participation on the project.

National Association of Minority Contractors

Hispanic Contractor Association

Association of Women Contractors

Ethnic Chambers of Commerce

Economic Development Associations

C. Establishing aggressive goals consistent with the availability of MWBE firms in the marketplace.

D. Facilitating majority and MWBE partnerships.

E. Developing an accelerated payment process for small, minority and women owned businesses to ease the cash flow difficulties such firms may experience.

F. Developing a retention reduction plan.

Community Engagement

Mortenson believes in focused relationship-building and active, visible and sustained outreach to the community. Mortenson's outreach approach is aimed at identifying, attracting, qualifying and building interest and enthusiasm for the project to the local and MWBE contracting community. We accomplish this through the following strategies:

A. Contractor open houses to explain the bid packages, procurement schedule and process to interested bidders.

B. Conduct pre-bid informational meetings to inform and advise local and MWBE contractors of the potential opportunities on the project.

C. Communication via Internet, Radio, Newspaper, Plan Rooms.

D. Liaison with community organizations, Neighborhood Groups, Elected Officials, Community Leaders, and Agencies.

Workforce Diversity

Mortenson is committed to ensuring that the community participates in the construction through meaningful employment opportunities. We have created initiatives that have led to an infusion of

women and people of color into the construction trades. Maximizing participation opportunities for the local workforce, including women and minorities, includes:

A. Collaborating with community based organizations to assist with the recruitment and referral of workers.

- a. Urban League
- b. NAACP
- c. American Indian OIC
- d. Goodwill Industries Construction Program
- e. Etc.

B. Implementing the Community Workforce Program which provides construction entry-level employment opportunities for motivated unemployed and under-employed residents through short-term “hands on” industry experience from which participants can learn and identify a career path should they desire to pursue opportunities within the construction industry.

Mentoring/Technical Assistance

To address capacity building of small, women and minority businesses, Mortenson developed a MWBE Resource Center as a tool to strengthen and expand small, women and minority businesses in the community. The resource center provides a knowledge base and technical assistance in all facets of the construction business, with Mortenson personnel and consultants utilized as construction experts providing guidance and support. The services of the resource center are concentrated around business development, business administration, project management and technical services for MWBE firms to develop and enhance their capabilities and competencies for future growth.

Internship Program

Mortenson’s internship program offers high school and college students the opportunity to participate in paid summer internships that will expose them to the construction industry and give students the opportunity to gain experience in varied aspects of the construction business.

Program Administration

Lynn Littlejohn, Vice President of Community Affairs, provides leadership in the implementation and monitoring of the Community Participation Plan.

Exhibit K

Form of Equity and Inclusion Report

Equity and Inclusion Report
(7001 France Avenue – Site A)

Project Name & Address: 7001 France Avenue (Site A), Edina, Minnesota						
Developer: _____ (as successor to MDI FRANCE AVENUE, LLC)						
General Contractor: M.A. Mortenson Company						
Construction Trade	Total Hours Worked	Hours Worked by Under-Represented Groups			%	Names of Employers
		BIPOC Men	BIPOC Women	Non-BIPOC Women		
Demolition					__%	
Grading/Excavation					__%	
Carpentry					__%	
Concrete					__%	
Masonry					__%	
Electrical					__%	
Plumbing					__%	
Glass & Glazing					__%	
Painting & Finishes					__%	
Site Work					__%	
Other					__%	
Total					__%	NA
BIPOC includes workers whose ethnicity includes black, indigenous and other people of color						

	Target	Actual	Good Faith Efforts made?	Goal Achieved
% Hours worked by BIPOC / minority	32%		Yes or No	Yes or No

workers (men and women combined) =				
% Hours worked by women (BIPOC and Non-BIPOC combined) =	10%		Yes or No	Yes or No

Summary of Certified* Women-Owned Business Enterprises			
Name of Business (common name and dba)	City & State	Description of Trade	Value of Sub-Contract

*Certified means any business entity that is formally recognized as a disadvantaged business entity (typically women-owned or minority-owned) by the State of Minnesota or other Minnesota-based entity.

Summary of Certified* Minority-Owned Business Enterprises			
Name of Business (common name and dba)	City & State	Description of Trade	Value of Sub-Contract

*Certified means any business entity that is formally recognized as a disadvantaged business entity (typically women-owned or minority-owned) by the State of Minnesota or other Minnesota-based entity.

Total Cost of General Contractor and Subcontracted Work:	Total Subcontracted Work awarded to certified MBEs	Total Subcontracted Work awarded to certified WBEs	Combined total:
\$ _____	\$ _____	\$ _____	_____ %

	Target	Actual	Good Faith Efforts made?	Goal Achieved
% Subcontracted Work awarded to MBE	Na		Yes or No	Yes or No
% Subcontracted Work awarded to WBE	Na		Yes or No	Yes or No
Total % Subcontracted Work awarded to MBE and WBE	25%		Yes or No	Yes or No

Pursuant to and in accordance with Section 4.9 of that certain Redevelopment Agreement dated _____, 2022 by and among the **City of Edina, Minnesota**, a Minnesota statutory city (the “City”), the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and _____ (as successor to MDI France Avenue, LLC, a Minnesota limited liability company) (“Developer”), Developer hereby represents, warrants, and certifies to the City and the Authority that the information provide in or connection with this report is true and correct in all material respects.

DEVELOPER:

By: _____

Name: _____

Its: _____

Redevelopment Agreement
(7001 France Avenue – Sites B and C)

by and among

City of Edina, Minnesota,

Housing and Redevelopment Authority of Edina, Minnesota,

and

MDI France Avenue, LLC

Dated as of
June 30, 2022

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

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Exhibit D	Form of Go-Ahead Letter
Exhibit E	Form of Certificate of Completion with Completion Checklist
Exhibit F	Memorandum of Redevelopment Agreement
Exhibit G	Form of Site B/C TIF Note
Exhibit H	Sample IRR Calculations and Site B/C TIF Adjustment Calculation
Exhibit I	Form of Parking Easement Agreement
Exhibit J	Form of Plaza Easement Agreement
Exhibit K	Equity and Inclusion Community Engagement Plan
Exhibit L	Form of Equity and Inclusion Report
Exhibit M-1	Form of Commencement Default Site C Purchase Right Agreement
Exhibit M-2	Form of Future Site C Purchase Right Agreement
Exhibit N	Form of Temporary Use Restriction

REDEVELOPMENT AGREEMENT
(7001 France Avenue – Sites B and C)

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into June 30, 2022 (“Effective Date”), by and among the **City of Edina, Minnesota**, a Minnesota statutory city (the “City”), the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and **MDI France Avenue, LLC**, a Minnesota limited liability company (“Developer”).

RECITALS

A. Pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, as amended (the “TIF Act”), the Authority is authorized to finance certain eligible redevelopment costs of redevelopment projects with tax increment revenues derived from a tax increment financing district established in accordance with the TIF Act.

B. The City and the Authority previously established the “Southeast Edina Redevelopment Project Area” pursuant to Sections 469.001 through 469.047, inclusive, of the TIF Act, in an effort to encourage the development and redevelopment of such designated area within the City (the “Redevelopment Area”).

C. In accordance with the TIF Act, the Authority has analyzed the current use of that certain land within the Redevelopment Area located at 7001 France Avenue (the “Project Area”), as such Project Area is legally described as Lot 1, 2, 3, 4 (each a “Lot”), Block 1, in the plat of A M N Addition, Hennepin County, Minnesota, including a building-by-building structural analysis, and determined that the Project Area is currently underutilized, with obsolete structures and physical arrangements, substantial vacant areas, and potential contamination, with outdated and inadequate public infrastructure and circulation.

D. Having analyzed the current land use in the Project Area, consistent with the TIF Act, the Authority and the City held public hearings after appropriate notices to consider the need and desirability for adoption of a tax increment financing plan and the creation and establishment of the Project Area and certain other adjoining land as a tax increment financing district pursuant to the TIF Act, and determined that absent such authorization and the provision of certain funds to undertake various qualified redevelopment activities, the redevelopment contemplated herein would not be undertaken.

E. After such hearings, the Authority and the City, having determined that the creation and establishment of a tax increment financing district in the Project Area and such other adjoining land is in the public interest, the Authority and the City established the 70th and France Tax Increment Financing District (a renewal and renovation district) (the “TIF District”) under the TIF Act and adopted the Tax Increment Financing plan (the “TIF Plan”) for the TIF District in accordance with Minnesota Statutes, Section 469.175, pursuant to Authority Resolution No. 2022-05.

F. Developer has requested, and the City has approved, pursuant to the City Approvals (defined herein), rezoning of the Project Area to a Planned Unit Development and a final development plan for the redevelopment of Project Area.

G. As described in the City Approvals, the Project Area is to be redeveloped by demolition of the existing 66,200 square foot office and bank building and related parking and improvements located on the Project Area and the phased development and construction of the buildings and other improvements described below (collectively, the “Project”), as such Project is generally depicted on the Project Site Plan

attached as **Exhibit A**, and all to be constructed at the general scale and massing using the architectural quality, exterior finish materials and landscaping as shown in the Final Development Plan:

- (i) A high-rise residential element containing 24 stories, approximately 267 market-rate residential units with approximately 1,500 square feet of retail, and above ground structured parking for exclusive use of building tenants and guests (the “High-Rise Residential Element”), and including approximately 118 public parking stalls (the “Site A Public Parking”), located on Lot 2 (such Lot referred to herein as “Site A”). Site A will be developed by Developer or its permitted assignee under and pursuant to the Site A Redevelopment Agreement (defined below).
- (ii) A commercial element containing seven (7) stories and approximately 242,000 rentable square feet of office/retail building, and one (1) level of underground parking that is exclusively for the use of building tenants (the “Commercial Element”), and including (i) an approximately 7,500 square foot ground-level, outdoor public space and amenity area generally located in the southeast corner of Site B and (ii) an approximately 10,000 square foot ground-level, outdoor public space and amenity area generally located along France Avenue on Site B, each to be designed and constructed by Developer in accordance with the City Approvals (collectively, the “Public Plaza”), which will be subject to the Plaza Easement (as defined herein), each located on Lot 1 (such Lot referred to herein as “Site B”). It is anticipated that Site B will be developed by Orion Investments (defined below) as a permitted assignee of Developer or Orion Investments’ permitted assignee hereunder in accordance with this Agreement.
- (iii) An 8-level, approximately 170,357 gross square feet district parking facility with approximately 540 parking stalls (including public parking stalls) and an approximately 1,300 square foot bicycle facility and including the on-site solar array described in Section 4.8 (collectively, the “District Parking”) located on Lot 3 (such Lot referred to herein as “Site C”). It is anticipated that Site C will be developed by Orion Investments (defined herein) as a permitted assignee of Developer or Orion Investments’ permitted assignee hereunder in accordance with this Agreement.
- (iv) A one-story, 24-foot tall approximately 6,500 square foot US Bank branch with drive-through and surface parking for building employees and customers (the “Bank Element”) located on Lot 4 (such Lot referred to herein as “Site D”). Site D is owned by U.S. Bank and the Bank Element may be constructed and/or developed by Developer or others, but the Bank Element is not eligible for any TIF Assistance.
- (v) Interior access roadways tentatively designated as Ewing Avenue, Drew Avenue and 71st Street creating a grid street pattern between the Lots as generally depicted on the Project Site Plan and establishing future through-connections on adjacent properties and including the roundabout at 70th Street and Drew Avenue and such other related streetscape and other improvements, all as required under the terms of the City Approvals and in the areas generally depicted on the Project Site Plan (the “Interior Street Grid”). The Interior Street Grid will be constructed by Developer or its permitted assignee under and in accordance with the Site A Redevelopment Agreement.
- (vi) The sidewalk, streetscape, and landscape improvements and amenities (the “Sidewalks and Streetscapes”) along 70th Street and France Avenue adjoining the Project and along the Interior Street Grid inside the curb line, as required under the terms of the City Approvals and in the areas generally depicted on the Project Site Plan.

H. Upon completion, the Project is anticipated to deliver many benefits to the general public. In addition to the redevelopment of an underutilized building and long-term increase in the property tax base, the Project will deliver additional public benefits including, stormwater improvements, environmental remediation, streetscape improvements, permanent sustainability features and public parking, . Upon completion, the Project will also enable several improvements to the local transportation network including improvements for pedestrians, bicyclists, and motorists. These improvements are intended to benefit the Project, the adjacent properties, the surrounding neighborhoods and the general public who travel to and through this area.

I. The Authority and the City have adopted findings which include a determination that (i) the redevelopment to occur through the proposed Project would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the Project Area that could reasonably be expected to occur without the use of the tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the Project's tax increments for the 15-year duration of the TIF District, (ii) that the proposed Project conform to the general plan for the development or redevelopment of the City as a whole, and (iii) that the proposed Project affords maximum opportunity consistent with the sound needs of the City as a whole, for the development or redevelopment of the TIF District by private enterprise.

J. Upon certification of the TIF District and the satisfaction of certain conditions set forth in this Agreement, the Authority will provide Developer (or its permitted assignee) certain TIF Assistance (as defined herein) in accordance with Article III of this Agreement in connection with Developer's development and construction of the Project improvements and elements described below (collectively, referred to herein as the "Minimum Improvements"):

- (i) the Commercial Element (excluding any office, retail and/or other commercial tenant improvements therein), including the Public Plaza;
- (ii) the District Parking;
- (iii) the Phase 2 Sidewalks and Streetscapes (defined herein); and
- (iv) the Site B/C Public Art (defined herein).

K. Furthermore, upon certification of the TIF District and the satisfaction of certain conditions set forth in that certain Redevelopment Agreement (7001 France Avenue – Site A) dated as of an even date herewith (the "Site A Redevelopment Agreement"), the Authority will provide Developer (or its permitted assignee) certain "TIF Assistance" pursuant to the "Site A TIF Note" as defined and in accordance with Article III of the Site A Redevelopment Agreement (the "Site A TIF Note") in connection with Developer's development and construction of the Project improvements and elements described below (as more particularly described in the Site A Redevelopment Agreement, collectively, "Site A Minimum Improvements"):

- (i) the High-Rise Residential Element (excluding any retail and/or commercial tenant improvements in the commercial space therein), including the Site A Public Parking;
- (ii) the Interior Street Grid, including all required site preparation, soil correction, utilities and underground storm water systems necessary to establish four building pads as shown on Site Plan;

- (iii) the Phase 1 Sidewalks and Streetscapes (defined herein); and
- (iv) the Site A Public Art (as defined in the Site A Redevelopment Agreement).

NOW, THEREFORE, in consideration of foregoing Recitals, which are incorporated into the provisions of this Agreement by this reference, and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

Article I
Recitals; Exhibits, Definitions

1.1 Recitals. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. All defined terms may be used in the singular or the plural, as the context requires.

“Agreement” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented.

“Authority” means the Housing and Redevelopment Authority of Edina, Minnesota.

“Authorized Representative” means, with respect to the Authority, the Executive Director of the Authority or its designee, and, with respect to the City, the City Manager or its designee.

“Available Tax Increments” means up to **90%** of the Tax Increments received and retained by the Authority from the County during any applicable time frame, subject to and subordinate to payments of Tax Increments from Site A under the Site A TIF Note.

“Bank Element” has the meaning set forth in Recital G.

“Board” means the Board of Commissioners of the Authority.

“Certificate of Completion” means a certificate in substantially the form attached as Exhibit E, signed by the Authorized Representative for the Authority, to be issued pursuant to the terms of Section 4.12.

“City” means the City of Edina, Minnesota.

“City Approvals” means, collectively, the PUD Ordinance, the Project Approval Resolution, the Final Development Plan, and the Development Contract, and all other approvals, permits, licenses, and agreements issued by or entered into with the City, the Authority, or other governmental authority relating to the Project, the Project Area and/or Developer.

“City Consultants” means the financial, engineering, legal, TIF eligibility and other similar advisors to the City and the Authority.

“City Council” means the City Council of the City.

“City Parties” means the City and the Authority, and their respective governing body members and elected officials, officers, employees, agents, independent contractors and attorneys.

“City Easement(s)” has the meaning set forth in Section 4.6(a).

“Commencement” means (i) with respect to pre-construction activities necessary for Commencement of the vertical construction of the Minimum Improvements (e.g., demolition, environmental remediation and site preparation), actual physical activity related to such pre-construction activity and (ii) with respect to vertical construction of the Minimum Improvements, the date on which actual physical construction of the building foundation begins.

“Commencement Default Site C Purchase Right” has the meaning set forth in Section 4.13.

“Commercial Element” has the meaning set forth in Recital G.

“Completion” means (i) with respect to the Minimum Improvements, Developer’s receipt of the Certificate of Completion from the Authority and (ii) with respect to the individual aspects of the Minimum Improvements described in the Minimum Improvements timeline set forth in Section 4.1, substantial completion of such aspect or element such that Developer can proceed with Commencement of the next aspect or element in a manner consistent with normal construction practices

“County” means the County of Hennepin, Minnesota.

“Cure Rights” means the rights to cure a Default as specified in Section 9.4 before such Default is deemed to be an Event of Default.

“Default” means an act or omission by the City, the Authority or Developer which becomes an Event of Default under this Agreement if it is not cured following notice thereof from the other party pursuant to any applicable Cure Rights.

“Default Date” has the meaning set forth in Section 4.1(a).

“Developer” means **MDI France Avenue, LLC**, a Minnesota limited liability company, and its permitted successors and assigns in accordance with this Agreement.

“Development Contract” means, collectively, that certain Site Improvement Performance Agreement for Site B and that certain Site Improvement Performance Agreement for Site C, each dated on or about an even date herewith and each by and between the City and Developer, and recorded against Site B and Site C, respectively.

“District Parking” has the meaning set forth in Recital G.

“Effective Date” means the date of this Agreement set forth in the preamble above.

“Environmental Law” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (a) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“Event of Default” means any of the events by the City, the Authority or Developer described in Article IX.

“Final Development Plan” means the final development plans for the Minimum Improvements and the Project as approved by the City pursuant to the Project Approval Resolution and the PUD Ordinance, and attached hereto as **Exhibit B**.

“Financing Commitments” means financing commitments, term sheets and/or other evidence of Project financing commitments from debt and equity sources sufficient, with all other available sources of funding, to fund all costs to construct the Minimum Improvements, all in a form reasonably satisfactory to the Authority and disclosing (i) the identity of the mortgage lender(s), (ii) mortgage rate and terms, and (iii) an organizational chart of Developer with the identity of all equity sources with greater than a 10% direct or indirect investment in the Minimum Improvements. The Authority acknowledges and agrees that the Financing Commitments may be conditioned on items customarily required by institutional investors and lenders (including, without limitation, adequate financial statements, environmental review, appraisals, surveys and title).

“Future Site C Purchase Right” has the meaning set forth in Section 4.14.

“Go-Ahead Letter” means Developer’s letter to the City and the Authority, substantially in the form attached as **Exhibit D**, and including the Financing Commitments and stating that Developer is prepared to close the Minimum Improvements financing, and is prepared to proceed with the construction of the Minimum Improvements.

“High-Rise Residential Element” has the meaning set forth in Recital G.

“Hazardous Material” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“Interior Street Grid” has the meaning set forth in Recital G.

“Law” means federal, state, or local governmental or quasi-governmental laws, ordinances, rules, codes, regulations, directives, orders and/or requirements.

“Lookback Pro Forma” has the meaning set forth in Section 3.4(d)(i).

“Lot” has the meaning set forth in Recital C.

“Market Return Rate” has the meaning set forth in Section 3.4(c)(i).

“Memorandum of Agreement” means the document described in Section 10.16 and substantially in the form shown in **Exhibit F**.

“Minimum Improvements” has the meaning set forth in Recital J.

“Mortgage” has the meaning set forth in Section 5.1(a).

“Orion Investments” means **Orion 7001 France, LLC**, a Minnesota limited liability company or a Related Party thereof, in either case, in which Theodore R. Carlson of Edina, Minnesota is a principal owner and/or manager.

“Parking Easement” has the meaning set forth in Section 4.6(a)(i).

“Phase 1 Sidewalks and Streetscapes” means all (i) Sidewalks and Streetscapes and related landscaping on Site A along 70th Street, Drew Avenue, 71st Street, and Ewing Avenue and (ii) subject to Section 7.8 hereof, new sidewalks or maintenance of existing sidewalks on Site B along 70th Street, France Avenue, 71st Street, and Ewing Avenue.

“Phase 2 Sidewalks and Streetscapes” means all Sidewalks and Streetscapes and related landscaping on Site B and Site C along 70th Street, France Avenue, 71st Street, and Ewing Avenue.

“Private ERA” means that certain Easement and Restriction Agreement dated March 24, 2022, by and between U.S. Bank National Association, a national banking association, and MDI France Avenue, LLC, a Minnesota limited liability company, as Developer, recorded on March 29, 2022, with the Hennepin County Registrar of Titles as Document No. 5932919.

“Project” has the meaning set forth in Recital G.

“Project Approval Resolution” means City Council Resolution No. 2022-53.

“Project Area” has the meaning set forth in Recital C.

“Project Site Plan” means the site plan for the Project attached as Exhibit A.

“Project TIF Notes” means, collectively, the Site A TIF Note and the Site B/C TIF Note.

“Public Access Easement” has the meaning set forth in Section 4.6(a)(ii).

“Public Plaza” has the meaning set forth in Recital G.

“PUD Ordinance” means City Ordinance No. 2021-13.

“Qualified Redevelopment Costs” has the meaning set forth in Section 3.2(a).

“Redevelopment Area” has the meaning set forth in Recital B.

“Related Party” means with respect to any person or entity (i) any other person or entity controlling, controlled by or under common control with such person or entity; or (ii) any other person or other entity in which the majority equity interest of such other person or entity is owned by the same parties that have a majority equity interest in the first person or entity.

“Sidewalks and Streetscapes” has the meaning set forth in Recital G.

“Site A” has the meaning set forth in Recital G.

“Site A Minimum Improvements” has the meaning set forth in Recital K.

“Site A Public Parking” has the meaning set forth in Recital G.

“Site A Redevelopment Agreement” has the meaning set forth in Recital K.

“Site A TIF Note” has the meaning set forth in Section 3.3(a).

“Site B” has the meaning set forth in Recital G.

“Site B Commencement Default” has the meaning set forth in Section 4.1(b).

“Site B/C Excess Return” has the meaning set forth in Section 3.4(d)(iii).

“Site B/C Public Art” has the meaning set forth in Section 4.7.

“Site B/C TIF Adjustment” has the meaning set forth in Section 3.4(d)(iii).

“Site B/C TIF Note” has the meaning set forth in Recital K.

“Site C” has the meaning set forth in Recital G.

“Site D” has the meaning set forth in Recital G.

“State” means the state of Minnesota.

“Tax Increments” means the tax increment (as defined in the TIF Act) derived from the Project Area which have been actually received and retained by the Authority in accordance with the provisions of the TIF Act, including without limitation Minnesota Statutes, Section 469.177.

“TIF” means tax increment financing pursuant to the TIF Act.

“TIF Act” has the meaning set forth in Recital A.

“TIF Assistance” means reimbursement of Qualified Redevelopment Costs through payments from the Authority to Developer of Available Tax Increments under the Site B/C TIF Note, pursuant to the terms and conditions of Article III of this Agreement, the Site B/C TIF Note, and the TIF Act.

“TIF District” has the meaning set forth in Recital E.

“TIF Plan” has the meaning set forth in Recital E.

“TIF Pro Forma” means a detailed financial pro forma for the Minimum Improvements, including total Minimum Improvements costs, sources and uses of financing, return calculations based on projected and/or actual (as applicable) income and expenses for the Minimum Improvements, in substantially the form attached hereto as Exhibit C, and all as updated by Developer from time to time in accordance with this Agreement based on actual and/or projected Minimum Improvements information, as the same becomes available during the development of the Minimum Improvements.

“Unavoidable Delays” means actual delays in the Commencement and Completion of the Minimum Improvements or any element thereof, outside the reasonable control of Developer, to extent such actual delays are a result of (i) unusually severe or prolonged bad weather, (ii) acts of God, acts of war, civil unrest, terrorism, criminal conduct of third parties, fire or other casualty to the Minimum Improvements, (iii) litigation commenced by third parties, (iv) actions or inactions of any federal, State, or local government unit which directly result in delays, including, but not limited to, a declared emergency under Minnesota Statutes, Chapter 12 or due to pandemic or quarantine restrictions imposed by applicable Law, (v) strikes, or other labor trouble, industry-wide material shortages and delays in delivery, labor shortages; (vi) concealed or unknown site conditions not revealed and not reasonably anticipated prior to the Effective Date; (vii) pandemic and outbreaks of Covid-19 and variants thereof; and/or (viii) other events beyond Developer’s reasonable control which Developer could not reasonably foresee would occur and which Developer would have been reasonably expected to take measures to avoid or minimize, in each

case, not resulting from the act or omission of Developer (or its contractors, subcontractors, agents, or employees), and in each instance to the extent Developer gives written notice to the Authority and City within 30 days after either the occurrence of such event giving rise to each Unavoidable Delay or Developer's reasonable realization that the occurrence will cause an Unavoidable Delay.

Article II

Representations and Warranties

2.1 **Representations and Warranties of the City.** The City makes the following representations and warranties:

(a) The City is a Minnesota municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder. The City has duly authorized the execution, delivery and performance of this Agreement.

(b) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that may materially and adversely affect the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder or as contemplated hereby, or the validity or enforceability of this Agreement.

(c) To the best of the City's knowledge and belief, no member of the City Council or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any City Councilmember or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009, as amended.

(d) The execution, delivery and performance of this Agreement, and any other documents, instruments or actions required or contemplated pursuant to this Agreement by the City does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not conflict with or constitute on the part of the City a breach of or default under any existing agreement or instrument to which the City is a party or violate any law, charter or other proceeding or action establishing or relating to the establishment and powers of the City or its officers, officials or resolutions.

2.2 **Representations and Warranties of the Authority.** The Authority makes the following representations and warranties:

(a) The Authority is a public body corporate and politic and a governmental subdivision of the State, duly organized and existing under State law and the Authority has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) Except as provided in this Agreement, and provided that the Authority will fund fiscal disparities from within the TIF District, in accordance with Minnesota Statutes, Section 469.177, subdivision 3, the Authority agrees to retain all of the captured net tax capacity of the Project Area to finance the Qualified Redevelopment Costs as provided in this Agreement, and will elect that the duration of the TIF District will be the maximum duration permitted by the TIF Act. The Authority will not voluntarily take any action to reduce the amount of captured tax capacity retained to finance the Qualified Redevelopment Costs or to further reduce the duration of the District until the amount paid to Developer from Available Tax Increments reaches the maximum amount specified in Article III.

(c) The execution, delivery and performance of this Agreement and any other documents or instruments required pursuant to this Agreement by the Authority does not, and

consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not, conflict with or constitute on the part of the Authority a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which the Authority or any of its property is or may be bound, (ii) legislative act, constitution or other proceeding establishing or relating to the establishment of the Authority or its officers or its resolutions, or (iii) any Minnesota statute or any provisions of any bond, debenture, loan agreement, regulation or order of the United States of America or the State, or any agency or political subdivisions thereof or any court order or judgment in any proceeding to which the Authority is or was a party by which it is bound.

(d) There is not pending, nor to the best of the Authority's knowledge is there threatened, any suit, action or proceeding against the Authority before any court, arbitrator, administrative agency or other governmental authority that may materially and adversely affect the validity of any of the transactions contemplated hereby, the ability of the Authority to perform its obligations hereunder or as contemplated hereby, or the validity or enforceability of this Agreement.

(e) To the best of the Authority's knowledge and belief, no member of the Board of the Authority or officer of the Authority, has either a direct or indirect financial interest in this Agreement, nor will any Commissioner of the Authority or officer of the Authority, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009, as amended.

2.3 Representations and Warranties of Developer. Developer represents and warrants that:

(a) Developer is a limited liability company organized and in good standing under the laws of the state of Minnesota, is not in violation of any provisions of its operating agreement or other organizational documents or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) Developer currently owns marketable fee title to Sites A, B, and C.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any material terms or conditions of Developer's organizational documents, any restriction or any agreement or instrument to which Developer is now a party or by which it is bound or to which any property of Developer is subject, and do not and will not constitute a default under any of the foregoing or to the best of Developer's knowledge be a violation of any order, decree, statute, rule or regulation of any court or of any state or Federal regulatory body having jurisdiction over Developer or its properties, including its interest in the Minimum Improvements, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Developer contrary to the terms of any instrument or agreement to which Developer is a party or by which it is bound.

(d) To the best of Developer's knowledge and belief, the execution and delivery of this Agreement will not create a conflict of interest prohibited by Minnesota Statutes, Section 469.009, as amended.

(e) Developer would not construct the Minimum Improvements, but for the execution of this Agreement and the TIF Assistance for the Qualified Redevelopment Costs and other public assistance contemplated to be made available hereunder.

(f) There are no pending or to the best of Developer's knowledge, threatened legal proceedings, of which Developer has notice, contemplating the liquidation or dissolution of Developer or

threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of Developer to execute and deliver this Agreement or the validity of this Agreement.

(g) Neither Developer nor any Related Party of Developer is currently delinquent in the payment of any business, occupation, sales, use, gross receipts, rental, real and personal property and other similar taxes imposed with respect to any real property owned or leased by any of such parties in the State.

(h) Developer has not received any notice from any local, state or federal official that the activities of Developer or the Authority with respect to the Project Area may or will be in violation of any Environmental Law, except as has been identified in any report, audit, inspection or survey, undertaken by or provided to the City and the Authority. Developer represents that to the best of Developer's knowledge: (i) it is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal Environmental Law, regulation or review procedure, and (ii) it is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any Environmental Law, including the Minnesota Environmental Rights Act or the Minnesota Environmental Policy Act.

(i) Developer reasonably expects that it will be able to obtain private financing in an amount sufficient, together with funds provided by the Authority and any other public agencies, to enable Developer to successfully construct the Minimum Improvements, as provided herein.

Article III **TIF Assistance**

3.1 Creation of TIF District; Certification. The Authority and City have taken all necessary actions to create and establish the TIF District as of the Effective Date. The TIF District has been created and established as a "renewal and revocation" district under the TIF Act. The Authority will cause the TIF District to be certified prior to **June 30, 2022**, such that Tax Increments will be available commencing in the calendar year **2026**. Developer acknowledges and agrees that the Authority and the City may take appropriate steps to modify the TIF District in the future, including, without limitation, incorporating additional land into the TIF District. Developer shall cooperate with the Authority and the City with any such future modification, including to execute and deliver any supplements or modifications to this Agreement that are reasonably required in connection therewith, provided that no such modification or supplement shall (a) increase any obligation of Developer hereunder or (b) adversely affect any right of or benefit of Developer hereunder.

3.2 Qualified Redevelopment Costs.

(a) Costs and expense for the items described below, initially paid by Developer from Developer's own sources and incurred in furtherance of the construction and development of the Minimum Improvements, shall be eligible for TIF Assistance under the terms and conditions of this Agreement (collectively, "Qualified Redevelopment Costs"):

Phase 2 Sidewalks and Streetscapes and a pro rata share of following site work reasonably allocated to Site B or Site C: site preparation, utilities, driveways, sidewalks, landscaping, streetscaping, on-site stormwater management, and related dewatering	\$3,816,272
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The Public Plaza on Site B	\$1,133,005
The District Parking on Site C	\$12,050,722
Total	\$17,000,000

(b) The actual amount of Qualified Redevelopment Costs within each of the foregoing categories may be allocated among such categories, subject to reasonable review and approval by the Authority, and provided that Developer must provide reasonable evidence of the actual amounts of Qualified Redevelopment Cost actually incurred or committed in each such category.

3.3 TIF Note.

(a) TIF Note. In order for Developer to obtain the TIF Assistance contemplated by this Agreement, the Authority shall issue, subject to the terms and conditions of this Agreement, one “pay-as-you-go” TIF note (“Site B/C TIF Note”) in substantially the form attached as Exhibit G, with a maximum term of 15 years, and in the aggregate maximum principal amount of not to exceed **\$17,000,000.00**, subject to adjustment pursuant to Section 3.4. In no event shall the cumulative principal amount of the Project TIF Notes collectively exceed **10.0%** of the actual, documented costs of the combined costs of the Minimum Improvements and the Site A Minimum Improvements, as determined in accordance with this Agreement and the Site A Redevelopment Agreement, as applicable.

(b) Interest. The Site B/C TIF Note shall bear simple interest on the unpaid principal balance thereof at a fixed rate equal to the lesser of:

(i) the rate of interest charged by the lender providing the initial permanent financing (including any mini-perm loan used to pay-off the initial construction financing) in place following Completion of the Minimum Improvements which is secured by a first priority Mortgage on Site B, which rate shall be calculated once as of the date of the issuance of the Site B/C TIF Note if permanent financing is in place as of such date; and

(ii) **4.25%** per annum (which shall also be the applicable rate of interest if such permanent financing referenced in clause (i) above is not in place at the time of issuance of the Site B/C TIF Note).

(c) Payments and Interest. Semi-annual payments on the Site B/C TIF Note from Available Tax Increment and accrual of interest on the unpaid principal balance of the Site B/C TIF Note will commence upon the Authority’s issuance of the Site B/C TIF Note, all in accordance with terms and condition set forth in the Site B/C TIF Note.

(d) Condition of Issuance. The Authority’s obligation to issue the Site B/C TIF Note to Developer is subject to satisfaction of each of the following conditions:

(i) Developer shall have provided evidence satisfactory to the Authority that Developer has actually incurred (A) Qualified Redevelopment Costs in an amount equal to at least the amount of the requested Site B/C TIF Note and (B) total Minimum Improvements costs corresponding to the line item detail shown in the initial TIF Pro Forma attached as Exhibit C;

(ii) Developer shall have provided evidence satisfactory to the Authority that all parties have been paid for work related to the completion of the Minimum Improvements (e.g., lien waivers or similar);

(iii) Developer shall have provided the updated TIF Pro Forma to the Authority, and the Authority shall have completed their review, analysis, and audit of the same as necessary to determine the original principal amount of the Site B/C TIF Note in accordance with Section 3.4(c);

(iv) Developer shall have submitted documentation necessary to secure all grant payments as well as other documents to administer the closing of all grant agreements.

(v) Developer shall have granted, and/or shall have caused the then-current owner of the applicable portion of Project Area to grant, to the City and/or the Authority, as applicable, each of the City Easements and each Site C Purchase Right agreement; Developer shall have obtained all applicable mortgagee consents to such City Easements and each Site C Purchase Right agreement; and each of the City Easements, Site C Purchase Right agreements, and mortgagee consents shall have been recorded against the applicable portion of the Project Area; and the District Parking, the Public Plaza, and the Phase 2 Sidewalks and Streetscapes shall have been opened pursuant to the terms of each applicable City Easement agreement;

(vi) Developer shall have satisfied the Environmental Sustainability requirements set forth in Section 4.8 and Developer has delivered such reasonable and relevant information and documentation as the Authority requires in order to confirm the same;

(vii) Developer has delivered to the Authority a final report and certificate detailing and certifying as to Developer's activities and final outcomes of Developer's efforts to achieve the Equity and Inclusion goals under Section 4.9 of this Agreement;

(viii) No Developer Default or Developer Event of Default exist under this Agreement and no Developer default shall exist under any of the City Approvals, City Easements, the Site C Purchase Right agreements, the Private ERA, or any other agreement pertaining to the Minimum Improvements;

(ix) Developer has met all requirements of the City corresponding to any other development and or site improvement agreement for the Minimum Improvements;

(x) Neither Developer nor any other applicable owner of a portion of the Project Area shall not be have requested or received a waiver or reduction of any required park dedication fees or any required contribution to the City's Affordable Housing Trust Fund for any portion of the Project Area;

(xi) the Certificate of Completion for the Minimum Improvements shall have been issued by the Authority in accordance with the terms and conditions of this Agreement; and

(xii) a certificate of occupancy has been issued by the City for the Bank Element on Site D.

(e) No Representation or Warranty. Payments of principal and interest under the Site B/C TIF Note shall be payable solely from Available Tax Increments. The Authority does not represent or warrant the amounts of Available Tax Increments that will be available for payment principal and interest under the Site B/C TIF Note. The Authority will not reimburse Developer for Qualified Redevelopment Costs from Authority revenues, other than from Available Tax Increments, nor guaranty the amount of money which Developer will receive as a reimbursement, such amount being payable solely from the Available Tax Increments in accordance with this section, unless the Authority elects, in its sole and absolute discretion, with no obligation to do so, to pay down the Site B/C TIF Note from other funds.

3.4 TIF Assistance and Potential Adjustment.

(a) Generally. The financial assistance to Developer under this Agreement is based on certain assumptions regarding anticipated costs and expenses associated with constructing the Minimum Improvements. Specifically, the maximum aggregate principal amount of the Site B/C TIF Note has been determined based on the amount of assistance needed to make the Minimum Improvements financially feasible, as shown in the initial TIF Pro Forma attached as Exhibit C. The Authority and Developer agree that those assumptions will be reviewed at the times described in this section, and that the amount of TIF Assistance provided herein shall be adjusted in accordance with this Section 3.4.

(b) Definitions. For the purposes of this section, the following terms have the following meanings:

(i) “Cash Flow” means Net Operating Income less debt service (principal and interest) with respect to the Mortgage loan(s) encumbering the Minimum Improvements.

(ii) “Cash-on-Cost Return” means Net Operating Income divided by the sum of the total actual cost of the Minimum Improvements (less any grants, forgivable loans, or City, Authority, federal or State funds received by Developer) as set forth in an updated TIF Pro Forma. For purposes of clarity, an example calculations of the Cash-On-Cost Return is included in the initial TIF Pro Forma attached as Exhibit C.

(iii) “Closing Date” means March 24, 2022, the date on which Developer acquired possession of Site B.

(iv) “IRR” means the internal rate of return for the Minimum Improvements, where the IRR is calculated as the annualized return of the annual cash flow over the applicable period on Developer’s actual utilization of equity for Minimum Improvements costs. For purposes of clarity, example calculations of IRR are attached hereto in Exhibit H.

(v) “Net Operating Income” means total income and other project-derived revenue, including payments under the Site B/C TIF Note, less Operating Expenses.

(vi) “Operating Expenses” means reasonable and customary expenses incurred in operating the Minimum Improvements, including, but not limited to all management and related expenses, all real estate taxes and special assessments for Site B.

(c) Confirmation of TIF Assistance Upon Completion.

(i) Market Rate Return. After substantial completion of the Minimum Improvements, but before, and as a condition to, issuance of the Certificate of Completion

and issuance of the Site B/C TIF Note, Developer shall provide to the Authority an updated TIF Pro Forma based on actual, documented costs of the Minimum Improvements and any reasonable and relevant information and documentation as the Authority requires in order to calculate the reasonably anticipated Cash-on-Cost Return for the Minimum Improvements and to otherwise confirm that the “but for” finding adopted by the City and the Authority continues to be satisfied. The Authority may retain a financial advisor, accountant, and/or other professional with similar expertise to audit the submitted updated TIF Pro Forma, at Developer’s cost. If the updated TIF Pro Forma demonstrates that the reasonably anticipated Cash-on-Cost Return for the Minimum Improvements exceeds **8.00%** (the “Market Return Rate”), then the amount of TIF Assistance provided herein, as reflected in the principal amount of the Site B/C TIF Note, shall be reduced based on the actual TIF Assistance that is sufficient to assist the Minimum Improvements to achieve the Market Return Rate based on the updated TIF Pro Forma.

(ii) Contingency Funds and Allowances. The maximum principal amount of the Site B/C TIF Note is currently calculated using the contingency funds and escalation allowances set forth in the initial TIF Pro Forma attached as Exhibit C. Developer shall provide the Authority documentation identifying the actual use of all contingency funds and escalation allowances and the same shall be identified in detail in the updated TIF Pro Forma delivered in accordance with Section 3.4(c)(i). For purposes of the TIF Assistance provided herein and the final principal amount of the Site B/C TIF Note, all contingency funds and escalation allowances shall be used only for costs related to actual, documented increased costs for the Minimum Improvements, and the principal amount of the Site B/C TIF Note may be reduced if any such contingency funds and/or escalation allowances have been used by Developer (A) for material changes to the Minimum Improvements not approved by the Authority hereunder, (B) in a manner that enhances the private commercial amenities and private spaces of the Minimum Improvements with no benefit to the public, and/or (C) for costs or expenses unrelated to the Minimum Improvements.

(iii) Developer Fee. In no case shall the developer fee exceed 3.5% of the total actual costs of the Project related to Site B, Site C, and the Minimum Improvements incurred by Developer as shown in an updated TIF Pro Forma prepared after substantial completion of the Minimum Improvements.

(d) Sale Lookback and Determination of Site B/C Excess Returns.

(i) Upon the earlier of (A) the tenth (10th) anniversary of the date of issuance of the Site B/C TIF Note and (B) thirty (30) days after each sale of all or part of the Minimum Improvements to any party other than a Related Party of Developer occurring prior to the date upon which the Site B/C TIF Note is paid in full or terminated hereunder, Developer shall submit to the Authority an updated TIF Pro Forma and any other reasonable and relevant information and documentation as the Authority requires in order to calculate the IRR for the Minimum Improvements as of such 10-year anniversary of the issuance of the Site B/C TIF Note or the date of the applicable sale all or part of the Minimum Improvements (as applicable, the “Lookback Date”), including, without limitation, a certified cost and revenue analysis, including for any applicable sale, in each case, prepared in accordance with generally accepted accounting principles (each a “Lookback Pro Forma”). This analysis will include, without limitation, all acquisition costs, Qualified Redevelopment Costs, and all other improvement and redevelopment costs incurred by Developer for the Minimum Improvements identified within the updated TIF Pro Forma, as well as historical Net Operating Income, debt service, and Site B/C TIF Note

payments. The Authority may retain a financial advisor, accountant, and/or other professional with similar expertise to audit the submitted Lookback Pro Forma, at Developer's cost

(ii) The Lookback Pro Forma and related information shall be used by the Authority to determine whether the Minimum Improvements as of the applicable Lookback Date yielded a Site B/C Excess Return (defined below) to Developer. The IRR shall be used to measure any Site B/C Excess Return in accordance with the following sliding scale:

Lookback Date	IRR beyond which Site B/C Excess Return is created
Before the fourth (4 th) anniversary of the Closing Date	22.0%
From fourth (4 th) anniversary of the Closing Date to the seventh (7 th) anniversary of the Closing Date	19.0%
After the seventh (7 th) anniversary of the Closing Date	16.0%

(iii) If Developer's actual IRR on the Minimum Improvements as of the applicable Lookback Date (including any applicable sale proceeds) exceeds the applicable IRR listed in the table above, then the dollar value of the proceeds and other cash flow received by Developer to cause Developer's actual IRR to exceed the applicable IRR shall be Developer's "Site B/C Excess Return". If any Site B/C Excess Return exists, then the outstanding principal balance of the Site B/C TIF Note will be reduced to eliminate such Site B/C Excess Return. If Developer's Site B/C Excess Return exceeds the then outstanding principal balance of the Site B/C TIF Note, then payments on the Site B/C TIF Note shall immediately cease, the outstanding balance forgiven, and the Site B/C TIF Note shall automatically terminate. and Developer shall pay 50% of such Site B/C Excess Return (the "Site B/C TIF Adjustment") in lawful money of the United States within 30 days from the date on which the Authority gives Developer notice of the amount of the Site B/C TIF Adjustment due to the Authority; provided, however, in no event shall the Site B/C TIF Adjustment exceed the aggregate sum of all payments (both principal and interest) actually made by the Authority to Developer under the Site B/C TIF Note. Until the Authority is paid the Site B/C TIF Adjustment in full, the Authority shall have a lien in its favor upon the Minimum Improvements and the Lots on which they are located to secure the amount of the Site B/C TIF Adjustment. Such lien shall attach and take effect from the date of the sale of the Minimum Improvements contemplated by this section. Any such lien may be foreclosed as a mortgage on real estate if the Site B/C TIF Adjustment is not paid by the date required by this section. A lien under this section is prior to all other liens and encumbrances on the Minimum Improvements except (1) the first priority Mortgage on Site B and Site C; (2) liens for real estate taxes and other governmental assessments or charges against the Minimum Improvements; and (3) all leases executed prior to the date that the lien attaches and takes effect. The parties will reasonably cooperate with the sale process and work in good faith to promptly determine any Site B/C TIF Adjustment related to a sale of all or part of the Minimum Improvements such that any Site B/C TIF

Adjustment is paid by Developer at or before the closing of the sale of the Minimum Improvements so as to avoid any unreasonable delay to the closing of such sale.

(iv) If the Minimum Improvements have not yielded a Site B/C Excess Return to Developer as of the applicable Lookback Date, then payments on the Site B/C TIF Note shall continue pursuant to the terms of the existing Site B/C TIF Note.

(v) For purposes of clarity, example calculations of the Site B/C TIF Adjustment pursuant to this Section 3.4(e) are attached hereto in **Exhibit H**.

3.5 Assignment of Note. Subject to Developer's compliance with the terms and conditions of this Section 3.5, the Site B/C TIF Note will transfer to Developer's successor at the time of any assignment of this Agreement by Developer made in accordance with Section 8.2. Except for such assignments, the Site B/C TIF Note shall not be assignable or transferable without the prior written consent of the Authority, which consent shall not be unreasonably withheld (subject to, without limitation, the provisions of Section 8.2(b)); provided, however, Developer may, without the City's or the Authority's consent, but upon prior written notice to the Authority (a) assign the Site B/C TIF Note, together with Developer's rights and obligations under this Agreement to a Related Party, Orion Investments, or a joint venture entity pursuant to Section 8.2(a)(iv) hereof and/or (b) collaterally assign Developer's rights and obligations under this Agreement and the Site B/C TIF Note to the holder of any Mortgage that is permitted under the terms of Section 5.1. Notwithstanding anything herein to the contrary, as a condition to any transfer or assignment of the Site B/C TIF Note, any assignee or transferee must execute and deliver to the Authority a certificate, in form and substance reasonably satisfactory to the Authority, pursuant to which, among other things, such assignee or transferee acknowledges and represents:

(i) the limited nature of the Authority's payment obligations under the Site B/C TIF Note;

(ii) that the Site B/C TIF Note is being acquired for investment for such assignee's or transferee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof;

(iii) that the assignee or transferee has no present intention of selling, granting any participation in, or otherwise distributing the same;

(iv) that the assignee or transferee, either alone or with such assignee's or transferee's representatives, has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment in the Site B/C TIF Note and the assignee or transferee is able to bear the economic consequences thereof;

(v) that in making its decision to acquire the Site B/C TIF Note, the assignee or transferee has relied upon independent investigations made by the assignee or transferee and, to the extent believed by such assignee or transferee to be appropriate, the assignee's or transferee's representatives, including its own professional, tax and other advisors, and has not relied upon any representation or warranty from the Authority, or any of its officers, employees, agents, affiliates or representatives, with respect to the value of the Site B/C TIF Note;

(vi) that the Authority has not made any warranty, acknowledgment or covenant, in writing or otherwise, to the assignee or transferee regarding the tax consequences, if any, of the acquisition and investment in the Site B/C TIF Note;

(vii) that the assignee or transferee or its representatives have been given a full opportunity to examine all documents and to ask questions of, and to receive answers from, the Authority and its representatives concerning the terms of the Site B/C TIF Note and such other information as the assignee or transferee desires in order to evaluate the acquisition of and investment in the Site B/C TIF Note, and all such questions have been answered to the full satisfaction of the assignee or transferee;

(viii) that the assignee or transferee has evaluated the merits and risks of investment in the Site B/C TIF Note and has determined that the Site B/C TIF Note is a suitable investment for the assignee or transferee in light of such party's overall financial condition and prospects;

(ix) that the Site B/C TIF Note will be characterized as "restricted securities" under the federal securities laws because the Site B/C TIF Note is being acquired in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended, except in certain limited circumstances; and

(x) for purposes of federal securities laws, that no market for the Site B/C TIF Note exists and no market for the Site B/C TIF Note is intended to be developed.

3.6 Action to Reduce Taxes. Throughout the term of this Agreement, Developer shall take no action, and suffer no circumstances to exist or action to be taken by others (to the extent Developer may prevent the same), the effect of which would be to render Site B and Site C, or any portion thereof, to be no longer generally subject to real property taxation. Before the expiration or termination of this Agreement, Developer shall not:

(a) seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of Site B and Site C determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(b) seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of Site B and Site C determined by any tax official, or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(c) seek any tax deferral or abatement, either presently or prospectively authorized under any state or federal law, of the taxation of Site B and Site C.

Article IV

Project Requirements

4.1 Commencement and Completion of Minimum Improvements.

(a) Minimum Improvements Timeline. The timeline for the Commencement and Completion of the Minimum Improvements is identified in this Section 4.1. Following Commencement, construction or other activity must continue in a sequence consistent with normal redevelopment and

construction practices. Failure to meet any of the dates identified as “Default Date” shall be considered a Default, unless mutually determined to be the result of Unavoidable Delay. Commencement and Completion timeline for the Minimum Improvements is as follows:

<u>Description of Work</u>	<u>Commencement Date</u>		<u>Completion Date</u>	
	<u>Anticipated</u>	<u>Default Date</u>	<u>Anticipated</u>	<u>Default Date</u>
Commercial Element Foundation	5/1/2023	3/23/2025*	6/30/2023	3/20/2025
Commercial Element Shell Construction (including the Public Plaza)	7/3/2023	3/23/2025	10/4/2024	6/24/2026
Tenant Improvements	7/3/2024	Not applicable	10/4/2025	Not applicable
District Parking	7/3/2023	3/23/2025	10/4/2024	6/24/2026
Specific Site Preparation (including Streetscaping) (Sites B and C)	7/3/2023	3/23/2025	10/4/2024	6/24/2026
Certificate of Occupancy for Commercial Element and District Parking Structure**	Not applicable	Not applicable	10/4/2024	6/24/2026

*Also subject to a Site B Commencement Default as described in Section 4.1(b).

**While the final certificate of occupancy is preferred, temporary certificate of occupancy will be acceptable and will not result in a Default provided that all of the commercial areas are capable of being occupied, subject to the completion of commercial tenant build-out and leasing.

(b) Site B Commencement Default. Notwithstanding anything herein to the contrary, if Developer has failed to cause Commencement of the Commercial Element by **March 23, 2025** (a “Site B Commencement Default”), then the Authority shall have the right to give Developer notice of the occurrence of such Site B Commencement Default (“Site B Commencement Default Notice”) and if Developer has not cured such Site B Commencement Default by the date this **60 days** after delivery of the Site B Commencement Default Notice, the Authority shall be entitled to immediately exercise its applicable rights under the Commencement Default Site C Purchase Right (as defined in Section 4.13) pursuant to the applicable Site C Purchase Right agreement.

(c) Anticipated Market Value of Minimum Improvements. It is anticipated that upon completion, the total market value of the Minimum Improvements for tax assessments will be approximately **\$74,660,000.00**.

4.2 Zoning and Land Use Approvals. Nothing in this Agreement shall limit the authority of the City with respect to zoning and land use approvals. Subject to the foregoing, the staff of the Authority shall cooperate with Developer and assist Developer in the processing and obtaining of zoning and land use

approvals. Developer shall be responsible for applying for and obtaining all land use and zoning approvals necessary for the Minimum Improvements, including, without limitation, any conditions contained in the City Approvals. All zoning and land use approvals shall be by the City Council or the City Planning Commission in accordance with the ordinances of the City. Notwithstanding the foregoing and for avoidance of doubt, in addition to the Authority's other rights and remedies hereunder, the Authority's consent shall be required for any material changes to the Minimum Improvements, specifically including, without limitation, changes to the scale, massing or exterior finish materials set forth in the original City Approvals that could reduce the taxable value of the Project Area

4.3 Building and Construction Permits. Nothing in this Agreement shall limit the governmental authority of the City with respect to its building and construction permitting process for the Project. Developer shall comply with all applicable City building codes and construction requirements and shall be responsible for obtaining all building permits prior to construction.

4.4 Restrictions on Development. Developer may not construct or permit construction of any of the Minimum Improvements until Developer satisfies the following conditions:

(a) Developer executes and records the Development Contract against Site B and Site C, and causes any lien holder affecting any of the property to subject its interest as provided in this Agreement and in the Development Contract;

(b) Developer satisfies all of the conditions precedent to construction of the Minimum Improvements established by the City in the City Approvals; and

(c) Developer executes and records a Memorandum of Agreement in accordance with Section 10.16 hereof.

4.5 Submission and Approval of Evidence of Financing. No later than the issuance of the applicable construction or building permit for the Minimum Improvements (but excluding demolition permits), Developer shall provide the Authority with the Go-Ahead Letter, including the Financing Commitments for both debt and equity. If Developer fails to submit the Go-Ahead Letter and the foregoing information acceptable to the Authority within said period of time or any additional period to which the Authority may agree, the Authority may notify Developer of its failure to comply with the requirement of this Section 4.5, such failure being a Default hereunder.

4.6 Public Easements

(a) Prior to the issuance of the Certificate of Completion (or such earlier date set forth herein) and as a condition to issuance of the Site B/C TIF Note, Developer shall grant, and/or shall have caused the then-current owner of the applicable portion of Project Area to grant, to the City or the Authority (at City and Authority's discretion) the following easements with respect to the Minimum Improvements (each a "City Easement", and collectively the "City Easements"):

(i) A permanent, public easement for access and use of the District Parking (the "Parking Easement"). The Parking Easement shall be granted pursuant to an easement agreement in the form attached as Exhibit I and which shall include the following terms and conditions (the "Parking Easement Agreement")

(1) The District Parking shall be available for public use as follows:
(A) approximately 43 stalls on the street level of the District Parking shall be available for public use 24 hours a day, seven days a week, 365 days a year and

(B) approximately 497 stalls located on the upper levels of the District Parking shall only be available for public use Monday through Friday from 4:00 PM to 7:00 AM and 24 hours a day on weekends and holidays and shall otherwise be reserved for the exclusive use of office and retail employees on Site B, in each case, subject to reasonable, nondiscriminatory limitations, rules and regulations governing its use adopted by Developer and approved by City Manager or its designee. Access to such stalls on the upper levels shall be controlled by gate access during the hours when public parking is not permitted.

(2) The public use hours described in clause (1) above will be mutually reviewed and reconsidered by Developer and the City approximately every 10 years or as determined by termination date of existing commercial leases for space in the Commercial Element. If less office business parking is required in the Commercial Element, then additional spaces may be added to the approximately 43 stalls available for 24/7/365 public usage under clause (1) above.

(3) The District Parking shall include an approximately 1,300 square foot bike storage and a bike repair facility on the street level, which shall be available for public use 24 hours a day, seven days a week, 365 days a year, subject to reasonable, nondiscriminatory limitations, rules and regulations governing its use adopted by Developer and approved by City Manager or its designee.

(4) The District Parking will comply with “Parksmart” certification (or equivalent as determined by the City) as required under Section 4.8.

(5) The District Parking shall include, in a manner readily visible before vehicles enter, a car counting system on the upper levels to measure usage.

(6) The interior of the stairwell and elevator lobby serving the upper levels of the District Parking shall include a mural or similar public art or other above-standard finish set forth in the City Approvals. Signage on the District Parking facility shall be limited to the name of the Project. Signage shall not include names of tenants, investors or people. The Authority shall be given the opportunity to review these items prior to submission by Developer to the City of plans for construction permits. The Authority may withhold or delay issuance of the Site B/C TIF Note if Developer fails to satisfy these requirements.

(7) The District Parking shall include typical signage that reads “public parking” and that identifies the same as being available for public parking. In addition, public parking wayfinding signage must be provided at strategic locations on the Project Area.

(8) Developer shall be responsible for all maintenance of the District Parking at no cost or expense to the City or Authority.

(9) A minimum of five percent (5%) of each of the approximately 43 stalls available for 24/7/365 public usage under clause (1) above and the approximately 497 other stalls within the District Parking must have electric vehicle (EV) chargers (Level 2 or higher), with a minimum of another 10% of each such category of stalls provided conduit for future EV chargers.

(10) The District Parking shall be designed to incorporate a high level of public safety features, potentially including: security cameras in strategic locations, security phones and/or panic buttons in strategic locations. The Authority shall be given the opportunity to review and confirm these safety features prior to submission by Developer to the City of plans for construction permits. The Authority may withhold or delay issuance of the Site B/C TIF Note if Developer fails to satisfy these requirements.

(ii) A permanent, public easement for access and use of the Public Plaza (the “Plaza Easement”). The Plaza Easement shall be granted pursuant to an easement agreement in the form attached as **Exhibit J**.

(iii) A permanent, public easement for access and use of the Interior Street Grid and Phase 2 Sidewalks and Streetscapes (the “Public Access Easement”), subject to reasonable, nondiscriminatory limitations, rules and regulations governing its use adopted by Developer and subject to the approval of the City Manager or its designee. The Public Access Easement shall be granted pursuant to an easement agreement in a form reasonably required by the City attorney and reasonably approved by the Authority.

(b) Other Terms of City Easements. Neither the City nor the Authority will pay an acquisition cost to Developer for any of the City Easements. Each City Easement must be recorded by Developer as a condition to issuance of the Site B/C TIF Note. Developer shall, at Developer’s sole cost and expense, cause a licensed surveyor to determine the final, actual legal description of the District Parking, the Public Plaza, and the Phase 2 Sidewalks and Streetscapes for the purpose of the granting the City Easements with respect to such elements. Such legal descriptions will be consistent with the areas and boundaries of such areas as described and depicted in the City Approvals and the exhibits to this Agreement.

(c) Relationship to Private ERA. The City Easements and the rights granted to the City, the Authority, and/or the general public thereunder, including, without limitation, the District Parking, shall be subject to the provisions of the Private ERA; provided, however, Developer hereby represents, warrants, and covenants that the Private ERA does not and will not prohibit the granting of, or the use and enjoyment of, the City Easements and/or the rights granted to the City, the Authority, and/or the general public thereunder. It shall be a material Default hereunder if any such City Easements and/or rights granted to the City, the Authority, and/or the general public thereunder are disturbed or impaired by Private ERA or the enforcement of any provisions of the Private ERA by a party thereto.

(d) Future Transit Easements. Developer agrees to grant future easements for future mass transit (e.g., bus) stops in open areas of Site B and Site C adjoining public rights-of-way and Public Access Easements on the Interior Street Grid at no cost to the City, the Authority, or the responsible transit agency(ies), subject only to the responsible transit agency(ies) being responsible for initial construction and maintenance of the surface improvements in any future easement area.

(e) Drew Avenue Extension. Developer will reasonably accommodate the future reconstruction of a Drew Avenue extension for the creation of a wider access road that connects Site B, Site C, and the Project Area to adjacent properties or extends from Hazelton to 70th St., and Developer further agrees not to protest such future reconstruction, provided such reconstruction does not have a negative material impact on the Minimum Improvements after construction (agreeing specifically that normal disruption during the construction process is not a material impact).

4.7 Public Art. The Minimum Improvements shall include at least four (4) installations of public art in the applicable areas generally depicted on the Final Development Plans (the “Site B/C Public”).

Art”), such Site B/C Public Art shall be permanent sculptures, fountains, murals and/or equivalent art installations. Developer shall engage a professional art consultant or a landscape architect experienced in public art visioning, commissioning, and implementation in connection with the creation of the Site B/C Public Art, subject to a public engagement process approved by the City within 30 days after identification of the art consultant. Within such 30-day period, the City Manager may also designate up to three people to provide input and guidance to the art consultant. The Site B/C Public Art shall have a value of no less than **\$240,000.00**, in the aggregate (exclusive of fees paid to such professional art consultant and exclusive of costs for other aspects of the Minimum Improvements which are installed in connection with or ancillary to such Site B/C Public Art, but which do not directly form a part of such Site B/C Public Art). Developer shall at all times maintain Site B/C Public Art in good, first class condition, at no cost to the City or the Authority.

4.8 Environmental Sustainability.

(a) The Commercial Element must be designed and certified with appropriate standards that provide a greater degree of sustainability than Minnesota building code, all in accordance with the requirements of the City Approvals (e.g. Energy Star certification).

(b) The District Parking must be equipped with EV chargers and conduit for future EV chargers in accordance with the Section 4.6(a)(i) and as more particularly described in the Parking Easement Agreement.

(c) The District Parking must be designed and certified to comply with “Parksmart” bronze certification or greater, as prepared by Green Business Certification Inc. (GBCI) (or equivalent as determined by the City). Developer shall cause the District Parking to maintain such “Parksmart” certification or City-approved equivalent.

(d) As part of the Minimum Improvements, Developer shall install an on-site minimum 39.96 kw DC solar array on Site C in accordance with the requirements of the City Approvals and applicable Laws.

4.9 Equity and Inclusion.

(a) Generally; Workforce Goals. Developer shall, and shall cause its general contractor to, use good faith efforts as defined by Minnesota Department of Human Rights to include businesses that are majority owned by under-represented groups including minorities, women, veterans and people with disabilities in the development and construction of the Minimum Improvements. For avoidance of doubt, the terms, conditions, and requirements of this Section 4.9 do not apply to any office, retail and/or other commercial tenant improvements in the Commercial Element, which such tenant improvements are not part of the “Minimum Improvements” hereunder. Developer shall, and shall cause its general contractor to, use, good faith efforts to employ under-represented people on the construction site for the Minimum Improvements. Developer commits to use good faith efforts to try to achieve the following workforce goals to maximize participation opportunities for the local workforce, including women and minorities:

(i) Minority – 32% of the total labor hours for the Minimum Improvements.

(ii) Female – 10% of the total labor hours for the Minimum Improvements.

(iii) 25% of the total subcontracted work will be awarded to businesses that qualify as minority and women owned business enterprises.

These goals are expressed as a percentage of the total craft hours on the Minimum Improvements. Minorities includes African American (not of Hispanic origin), Hispanics, Asians, Pacific Islanders, Native Americans and Alaskan Natives.

(b) Good Faith Efforts. For the purpose of this section, “good faith efforts” shall be defined by compliance with the following:

(i) At the Project site

- Post EEO policy and anti-harassment policies prominently on employee bulletin boards and job sites. Update at least once a year with new contact information and signature of the contractor’s chief executive officer.
- Post all government-mandated posters (Minnesota, federal, local) in areas available to employees and applicants and on all job sites.
- All job sites to the extent possible should be accessible to people with disabilities, specifically people with mobility impairments (restrooms, break-rooms, etc.). If all restrooms are not accessible, provide comparable facilities for people with disabilities.
- Check employee locker rooms, break rooms, restrooms, and work areas (job sites) for potentially offensive cartoons, etc.

(ii) Recruiting

- All personnel involved in hiring, selection, promotion, disciplinary and related processes should be trained to ensure the elimination of bias (implicit bias training) in personnel actions
- Include an EEO tagline or similar statement in all want ads or other external job announcements. If you post jobs on your web site, include an EEO tagline.
- Communicate to the union to ensure that the union accepts people for membership in a nondiscriminatory way and that they refer people to jobs fairly.
- Make formal and informal contact with community organizations, apprenticeship training organizations, and unions, and other recruitment organizations (specifically those organizations that focus on women, people of color, Indigenous people, and people with disabilities) that may be able to refer qualified applicants for jobs you have available.
- Provide training, preparation and workplace accommodations so that people with disabilities can have rewarding careers.
- Contact the Department of Employment and Economic Development (DEED) Vocational Rehabilitation Services unit for the purpose of forming partnerships to help prepare people with disabilities for meaningful employment opportunities.

- Participate in construction community job fairs or other construction-related events.
- When using paid advertising, include news media or websites geared toward women, communities of color, and/or people with disabilities.

(iii) Selection and Hiring

- Review your application form and remove any questions that are not job-related. Include an EEO statement on the form itself. Review the application to make sure no illegal/potentially illegal information is requested.
- Review EEO/Applicant tracking surveys: they should ask for necessary tracking information only and should be clearly marked as voluntary. Remove the forms from the application itself before the selection process begins.
- Make sure supervisors are using legal criteria in their hiring decisions.
- If you use any pre-employment tests (math tests, typing tests, skill tests, “personality” or “integrity” tests), these tests should directly relate to the jobs for which they’re used.

(iv) Termination of Employment

- Develop a written termination policy and/or progressive discipline policy. All supervisors should implement your process consistently.
- If appropriate, conduct exit interviews or administer exit surveys.

(v) Employee Files and Record-Keeping

- Retain all information that could reveal age, race, disability, religion, etc. as confidentially as possible. (I-9 forms, insurance forms, medical leave requests, etc.)
- An employee’s file should tell the complete story of this employee’s history with your company: orientation, training, performance evaluations, wage increases, promotion information, disciplinary notices, etc. All pay increases should be documented, and nondiscriminatory reasons for pay should be obvious. (Some companies create a checklist for each employee file so that they can be certain that all important documentation is retained.)
- Retain applications for at least a year. Develop an applicant flow log or similar tracking system. Make sure that you can track each applicant back to their EEO survey or affirmative action data page,

if completed. (You cannot conduct a meaningful analysis of your selection process without this information.)

- All files of terminated employees should show the reason for termination, whether voluntary or involuntary.

(vi) Other

- Conduct training for all employees of your EEO and anti-harassment policies in safety meetings at the beginning of each project and additionally throughout the year for new hires. Emphasize reporting procedures.
- Make reasonable efforts to solicit people of color, Indigenous, and female-owned businesses to participate in subcontracts or vendor contracts.

(c) Developer shall, and shall cause its general contractor to, implement the equity and inclusion community engagement plan attached as **Exhibit K**, (the “Community Engagement Plan”) as may be modified with the Authority’s prior written consent, which consent shall not be unreasonably withheld or delayed.

(d) Upon Completion, and as a condition to issuance of the Certificate of Completion and Site B/C TIF Note, Developer shall submit the Equity and Inclusion Report in substantially the form attached as **Exhibit L**. This report shall summarize the actual percentages attained after implementation of the Community Engagement Plan. This report shall include, without limitation:

- (i) business name, trade category, contact name and business address of each MBE, WBE, or VBE firm engaged in the Project;
- (ii) total hours worked for each construction trade;
- (iii) hours worked for each construction trade by minority workers including women workers, and workers considered BIPOC;
- (iv) employer of the BIPOC and women workers; and
- (v) calculation of percentage.

(e) In the event that the Authority reasonably determines that Developer has not used good faith effort to achieve these goals (by failing to cause its contractor to comply with the approved Community Engagement Plan), a penalty shall be assessed by the Authority. The penalty shall be a cash payment made to a workforce training organization that actively trains underrepresented people in the construction trades in the Twin Cities region. The penalty shall be no more than **\$250,000.00**.

4.10 Effect of Delay. Developer acknowledges that if construction of the Minimum Improvements is delayed due to Unavoidable Delays or for any other reason, this could affect the amount of Available Tax Increments and thus the total amount which may be available to pay the Site B/C TIF Note. Developer acknowledges that if the Completion of the Minimum Improvements is delayed due to Unavoidable Delays or for any other reason, there will be no compensation to Developer or any other party for any reduction in the amount available to pay or refund the Site B/C TIF Note.

4.11 Additional Responsibilities of Developer.

(a) Developer shall cause the Minimum Improvements to be constructed, operated and maintained in substantial accordance with the terms of this Agreement, the Final Development Plans and Development Contract, and all applicable Law (including, without limitation, zoning, building code and public health laws and regulations).

(b) Developer shall obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable Law that must be obtained or met before the Minimum Improvements may be lawfully constructed.

(c) Developer shall not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement, approved by the utility involved, or approved by the City if no utility is then utilizing the easement area.

(d) Prior to delivery of a Certificate of Completion to Developer, upon the request of the Authority, Developer shall, after reasonable advance notice from the Authority, provide the Authority and the City with reasonable access to Site B and Site C to inspect the Minimum Improvements for compliance with this Agreement.

(e) Prior to delivery of the Certificate of Completion, upon the request of the Authority from time to time, but not more than quarterly, Developer shall deliver progress reports to the Authority. The progress reports shall include: summary of progress to date, percent construction completion, identification of any Unavoidable Delays, and projected occupancy date.

(f) Developer shall comply and cause its contractors to comply with all applicable Environmental Law as it relates to Site B and Site C and the Minimum Improvements.

4.12 Certificate of Completion. Developer may notify the Authority and request a Certificate of Completion in accordance with this section. Developer may request a Certificate of Completion for the Minimum Improvements at any time after substantial completion of the Minimum Improvements; provided, however, it will be a condition to the Authority's obligation to issue the Certificate of Completion hereunder that the City will have issued of a certificate of occupancy covering all elements of the Minimum Improvements. Within 30 days after receipt of such request, the Authority shall inspect the Minimum Improvements to determine if such Minimum Improvements have been completed in accordance with the terms and conditions of this Agreement. An example of the Authority's Completion checklist is included as part of the form of Certificate of Completion attached as **Exhibit E**. Following such inspection the Authority shall either furnish Developer with (a) an appropriate, recordable Certificate of Completion or (b) a written statement, indicating in adequate detail in what respects Developer has failed to complete the relevant portion of the Minimum Improvements and what measures or acts will be necessary, in the opinion of the Authority, for Developer to take or perform in order to obtain such certification. If the Authority issues a written statement in accordance with clause (b) above, Developer shall thereafter take such actions necessary to cure such deficiencies in the applicable Minimum Improvements. After such deficiencies have been cured, Developer shall notify the Authority and the Authority will re-inspect the applicable Minimum Improvements and take one of the actions described in clauses (a) and (b) hereof, and such process will continue until the Authority issues the applicable recordable Certificate of Completion. Issuance of a Certificate of Completion by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer to construct, or cause to be constructed, the Minimum Improvements.

4.13 Commencement Default Site C Purchase Right. Upon the occurrence of an uncured Site B Commencement Default in accordance with Section 4.1(b) or earlier termination of this Agreement prior to Commencement of the Commercial Element (the “Trigger Event”), the Authority shall have the right to acquire fee title to Site C from Developer (the “Commencement Default Site C Purchase Right”) pursuant to a Site C Purchase Option agreement in the form attached as Exhibit M-1, which shall include, without limitation, the following terms and conditions:

(a) The purchase price for Site C under the Commencement Default Site C Purchase Right shall be the sum of following three (3) cost components (acquisition costs, site preparation costs, and holding costs) incurred by Developer:

(i) An acquisition costs component of the purchase price for Site C shall be **31.5%** of Developer’s total documented acquisition costs of Site B and Site C, not to exceed **\$2,286,512.00**.

(ii) A site preparation costs component of the purchase price for Site C shall be **15.6%** of Developer’s total documented site preparation costs for the Project Area that are not reimbursed by TIF or grant funds, and which in any event, shall not exceed **\$1,090,452.00**.

(iii) The holding costs component of the purchase price for Site C shall be **31.5%** of Developer’s total documented property taxes, insurance, and the customary and ordinary interest and financing costs incurred by Developer for Site B and Site C from **January 1, 2023** to the date of transfer of Site C to the Authority.

(b) All such costs components that contribute to the purchase price for Site C are subject to review and confirmation by the Authority, and Developer shall promptly provide all such documentation reasonably requested by the Authority to confirm the same.

(c) The Authority may exercise the Commencement Default Site C Purchase Right upon the occurrence of the Trigger Event until **July 1, 2028**, and the Commencement Default Site C Purchase Right shall automatically expire if not exercised by the Authority by such date.

(d) The Authority will release the Commencement Default Site C Purchase Right upon Commencement of the Commercial Element.

(e) At financial closing for the Commercial Element, the Authority will deliver an executed and recordable release of the Commencement Default Site C Purchase Right into escrow with the title company administering such closing and authorize the recording of such release upon the occurrence of such Commencement.

(f) Developer shall cause a memorandum of such Site C Purchase Option agreement to be recorded or filed in the form attached as part of Exhibit M-1. At the time of execution of this Agreement, the parties hereto will also execute such Site C Purchase Option agreement and such memorandum thereof and Developer shall promptly thereafter cause the same to be recorded and provide evidence thereof to the Authority.

4.14 Future Site C Purchase Right. From and after Commencement of the District Parking, the Authority shall have a perpetual right to acquire Site C and the improvements thereon (including the District Parking to the extent then constructed) for a purchase price of **\$1.00** (the “Future Site C Purchase Right”) pursuant to a Site C Purchase Right agreement in the form attached as Exhibit M-2 and which shall include,

without limitation, the following terms and conditions: the Authority shall have the right to exercise the Future Site C Purchase Right upon the occurrence of any of the following events: (a) the owner of Site C determines to no longer provide parking on Site C to benefit Site B and the Commercial Element at the levels described in this Agreement or (b) Developer fails to maintain the District Parking in a manner that allows safe public parking in accordance with the terms of this Agreement, the Parking Easement Agreement, and such Site C Purchase Right agreement, and all applicable notice and cure periods have expired. Developer shall cause a memorandum of such Site C Purchase Right agreement to be recorded or filed in the form attached as part of **Exhibit M-2**. At the time of execution of this Agreement, the parties hereto will also execute such Site C Purchase Right agreement and such memorandum thereof and Developer shall promptly thereafter cause the same to be recorded and provide evidence thereof to the Authority.

4.15 Temporary Restrictive Covenants. Developer shall execute a restrictive covenant burdening Site B and Site C, respectively, with the following temporary use restrictions in favor of the Authority (each a “Temporary Use Restriction”): (a) with respect to Site B, limiting the use of Site B to professional office, medical office and/or other commercial uses with at least 150,000 square feet of leasable space on at least five (5) stories (above ground) with outdoor public plaza and no drive-thru facilities and (b) with respect to Site C, limiting the primary use of Site C to a multi-level parking structure including at least 400 stalls that are available for public parking in a manner consistent with the District Parking. Each Temporary Use Restrictions shall be in the form attached as **Exhibit N** and include the following terms and conditions:

(a) Each Temporary Use Restriction will be released upon Commencement of the corresponding Minimum Improvements on Site B or Site C, as applicable.

(b) At financial closing for the Minimum Improvements on Site B or Site C, as applicable, the Authority will deliver an executed and recordable release of the corresponding Temporary Use Restriction into escrow with the title company administering such closing and authorize the recording of such release upon the occurrence of such Commencement.

(c) The Temporary Use Restriction applicable to Site B shall also be released by the Authority no later than 60 days after the Authority exercise its Commencement Default Site C Purchase Right.

(d) Each Temporary Use Restriction shall automatically expire on **December 31, 2028**.

At the time of execution of this Agreement, Developer shall also execute each Temporary Use Restriction and promptly thereafter cause the same to be recorded and provide evidence thereof to the Authority.

Article V

Encumbrance of Site B and Site C

5.1 Mortgage of the Minimum Improvements Area.

(a) Until the Completion of the Minimum Improvements, Developer shall not engage in any financing or any other transaction creating any mortgage or other security interest in or lien upon Site B and/or Site C, or portion thereof, whether by express agreement or operation of law (a “Mortgage”), or suffer any Mortgage to be made on or attach to Site B and/or Site C except for the purpose of obtaining funds necessary for constructing the Minimum Improvements and paying other Project costs whether or not set forth in the TIF Pro Forma.

(b) This restriction on encumbrance shall terminate upon Completion of the Minimum Improvements. Developer or any successor in interest to the Minimum Improvements or portion thereof, may sell or engage in financing or any other transaction creating a mortgage or encumbrance or lien on the Minimum Improvements or portion thereof after the Certificate of Completion has been obtained with respect to the Minimum Improvements, without obtaining the prior written approval of the Authority.

(c) Notwithstanding anything in this Agreement to the contrary, Developer is authorized, without the approval of the Authority, to obtain construction financing to cover the costs of construction of the Minimum Improvements and other Project costs whether or not set forth in the TIF Pro Forma and to mortgage Site B and/or Site C to provide security for construction financing.

5.2 Copy of Notice of Default to Mortgagee. If the City or the Authority delivers any notice or demand to Developer with respect to any Default under this Agreement, the City or the Authority, as applicable, will endeavor to also deliver a copy of such notice or demand to the mortgagee of any Mortgage at the address of such mortgagee provided in the recorded Mortgage or any other address thereafter provided to the Authority in a written notice from Developer or the mortgagee, provided that failure of the City or the Authority to give any such notice shall not limit the City's or the Authority's ability to exercise any of its remedies hereunder.

5.3 Mortgagee's Option to Cure Events of Default. Upon the occurrence of an Event of Default, the mortgagee under any Mortgage will have the right at its option, to cure or remedy such Event of Default within the cure periods set forth herein.

5.4 Rights of a Foreclosing Mortgagee. Except as provided in Section 5.6, an individual or entity who acquires title to all or a portion of the Minimum Improvements through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of Site B and/or Site C remains subject to each of the restrictions set forth in this Agreement and remains subject to all of the obligations of Developer, or any successor in interest to Developer, under the terms of this Agreement, but neither the purchaser at a foreclosure sale, the grantee under a deed in lieu of foreclosure, nor any subsequent transferee from a mortgagee shall have any personal liability for a breach of such obligations under this Agreement so long as:

(a) The party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Agreement;

(b) The party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Minimum Improvements on the portion of Site B and/or Site C it owns;

(c) The City has no obligation to approve any plans for Minimum Improvements or a portion of the Minimum Improvements the foreclosing mortgagee (or mortgagee obtaining a deed in lieu of foreclosure) owns or to issue any related building permits.

The purpose of this section is to permit a foreclosing lender (or mortgagee or purchaser obtaining a deed in lieu of foreclosure or a subsequent transferee) to hold title to the portion of Site B and/or Site C it acquires through foreclosure or deed in lieu of foreclosure, subject to, but without personal liability for the obligations under this Agreement, until it can sell the portion it holds to a third party who will assume the obligations of Developer under the terms of this Agreement and proceed with the construction of the Minimum Improvements pursuant to the terms of this Agreement. If, rather than passively holding title to the portion of Site B and/or Site C it acquires through foreclosure or deed in lieu of foreclosure, the foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure or subsequent transferee) or other

purchaser at a foreclosure sale desires to construct the Minimum Improvements, the purchaser at the foreclosure sale must assume and perform each of the obligations of Developer, or the applicable successor to the interest of Developer, under this Agreement as to the portion of the Minimum Improvements subject to foreclosure. This section does not restrict the authority of the Authority to pursue its rights under any outstanding security, exercise remedies otherwise available under this Agreement or suspend the performance of the obligations of the Authority or Developer under this Agreement as otherwise allowed. The Authority agrees to reasonably cooperate with any foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) or other purchaser at a foreclosure sale in pursuing the Minimum Improvements in accordance with this Agreement.

5.5 Events of Default Under Mortgage. Developer shall use commercially reasonable efforts to obtain an agreement from any mortgagee under a Mortgage that in the event Developer is in default under any Mortgage, the mortgagee will use commercially reasonable efforts, within 30 days after it becomes aware of any such default and prior to exercising any remedy available to it due to such default, to notify the Authority in writing of (i) the fact of default; (ii) the elements of default; and (iii) the actions required to cure the default. Developer shall use its commercially reasonable efforts to obtain an agreement in any such Mortgage, that if, within the time period required by the Mortgage, the Authority cures any default under the Mortgage, the mortgagee will pursue none of its remedies under the Mortgage based on such default, provided that failure of Developer to obtain such an agreement from any such mortgagee shall not constitute a breach of this Agreement.

5.6 Subordination of Agreement. The City and the Authority will, upon the request of the holder of a Mortgage, execute and record a subordination agreement pursuant to which the City and the Authority agree that, upon a default by Developer under a Mortgage, the holder of the Mortgage may elect, in an instrument to be recorded in the Hennepin County land records and delivered to the City and the Authority before the commencement of proceedings to foreclose the Mortgage, to either (1) treat this Agreement as being subordinate to the lien of the Mortgage such that the foreclosure of the Mortgage and the failure to redeem from such foreclosure will extinguish and terminate this Agreement and the Site B/C TIF Note will automatically be cancelled and rescinded; or (2) to treat this Agreement as having priority over the Mortgage in which case this Agreement and the Site B/C TIF Note will survive the foreclosure of the Mortgage and this Agreement will be binding upon the holder of the Sheriff's Certificate issued in conjunction with the foreclosure of the Mortgage, subject to the terms and conditions of Section 5.4. If the holder of the Mortgage fails to notify the City and the Authority of its election under this Section 5.6 on or before the commencement of foreclosure proceedings, the holder of the Mortgage shall be deemed to have elected to treat this Agreement as being subordinate to the lien of the Mortgage such that the foreclosure of the Mortgage and the failure to redeem from such foreclosure will extinguish and terminate this Agreement and the Site B/C TIF Note will automatically terminate. The City and Authority each further agree that if the holder of a Mortgage elects to treat this Agreement as having priority over the Mortgage, the City and Authority, upon the completion of the foreclosure without redemption, agree that the time for the completion of the Minimum Improvements is extended to a date 12 months following the expiration of all applicable redemption periods or such later date the City and Authority approve in writing.

Article VI

Insurance and Indemnification

6.1 Insurance.

(a) Developer shall obtain and continuously maintain insurance on the Minimum Improvements and, from time to time at the request of the Authority, furnish proof to the Authority that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that Developer must obtain and continuously maintain,

provided that Developer shall obtain the insurance described in clause (i) below with respect to the Minimum Improvements prior to the Commencement of construction thereof and is only obligated to maintain the insurance described in clause (i) until Developer receives a Certificate of Completion:

(i) Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to 100% of the insurable value of the Minimum Improvements at the date of Completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Authority, and the City as an additional insured, with limits against bodily injury and property damage of not less than \$5,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(iii) Workers compensation insurance, for employees of Developer if and to the extent required by Law.

(b) All insurance required in this Article shall be obtained and continuously maintained by responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered by such policies. If available on commercially reasonable terms, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least 30 days before the cancellation or modification becomes effective. Not less than 15 days prior to the expiration of any policy, Developer must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

6.2 Indemnification.

(a) Developer releases and covenants and agrees that the City Parties shall not be liable for and agrees to indemnify and hold harmless the City Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in the Minimum Improvements constructed by Developer, except to the extent attributable to the negligence or intentional misconduct of any City Party.

(b) Except to the extent of the negligence or intentional misconduct of any City Party, Developer shall indemnify the City Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer, or any of its owners, agents, contractors, or employees, under this Agreement or the transactions contemplated hereby, including, without limitation, the construction, installation, ownership, and operation of the Minimum Improvements

Article VII **Other Developer Covenants**

7.1 Developer Reimbursement Obligations. Developer shall pay all reasonable out of pocket costs of the City and the Authority in connection with the Minimum Improvements and the TIF Assistance provided to Developer, including, but not limited, the costs and expenses of the City Consultants, the costs

of the development and negotiation of this Agreement and any amendments or modifications to this Agreement, the development of the TIF Plan, the creation of the TIF District, the blight study of the existing buildings, fiscal analysis, legal fees, and all other costs and expenses related thereto. Sufficient monies must be provided to the Authority along with the request for TIF Assistance. These monies shall be held in escrow. Any unused monies shall be returned to Developer. These monies shall not bear interest. After the escrowed monies have been used, Developer shall pay such costs monthly upon presentation of invoices and other documentation of such costs, not more than 30 days after the request for payment is delivered to Developer. All such costs will be Qualified Redevelopment Costs pursuant to the TIF Pro Forma.

7.2 Maintenance and Operation of the Improvements. Developer shall, at all times during the term of this Agreement, maintain and operate the Minimum Improvements in a safe and secure way and in compliance with this Agreement and applicable Law. Developer shall pay all of the reasonable and necessary expenses of the operation and maintenance of the Minimum Improvements, including all premiums for insurance insuring against loss or damage thereto and adequate insurance against liability for injury to persons or property arising from the construction of the Minimum Improvements as required pursuant to this Agreement. During construction of the Minimum Improvements, Developer shall not knowingly cause any person working in or attending the Minimum Improvements for any purpose, or any tenant of the Minimum Improvements, to be exposed to any hazardous or unsafe condition; provided that such party shall not be in Default hereunder if it has required the contractors employed to perform work on the Minimum Improvements to take such precautions as may be available to protect the persons in and around the Minimum Improvements from hazards arising from the work, and has further required each such contractor to obtain and maintain liability insurance protecting against liability to persons for injury arising from the work. The expenses of operation and maintenance of the Minimum Improvements shall be borne solely by Developer.

7.3 Cooperation with Litigation. Developer shall reasonably cooperate with the Authority with respect to any litigation commenced by third parties with respect to Site B and/or Site C; however, this provision does not obligate Developer to incur costs, except as otherwise provided in this Agreement or elsewhere.

7.4 Condemnation, Damage, or Destruction. In the event that title to and possession of the Minimum Improvements or any material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the Authority or the City) or the Minimum Improvements is damaged or destroyed, Developer shall, with reasonable promptness after such taking, notify the Authority as to the nature and extent of such damage or taking, as applicable. Upon receipt of any condemnation award or insurance proceeds Developer shall elect to either: (a) use the entire condemnation award or insurance proceeds to reconstruct the Minimum Improvements (or, in the event only a part of the Minimum Improvements has been taken or damaged, then to reconstruct such part) upon the remaining property to the extent necessary to maintain and continue operations of Minimum Improvements for its intended purpose; or (b) in the event that the condemnation affects or taking or damage or destruction affects Site B and/or Site C but not the Minimum Improvements thereon, retain, for the account of Developer, all of the condemnation award or insurance proceeds.

7.5 Business Subsidy Agreement. The Authority and Developer have determined that a business subsidy agreement within the meaning of the Minnesota Business Subsidy Act, Minnesota Statutes, Sections 116J.993 through 116J.995 is not required in accordance with the exception contained in the Minnesota Business Subsidy Act, Minnesota Statutes, Section 116J.993, subd. 3(17), because Developer's investment in the purchase of the Minimum Improvements Area and site preparation thereon is 70% or more of the assessor's current year's estimated market value for the Minimum Improvements Area.

7.6 Developer/Authority Grant Applications. Developer and the Authority will cooperate in efforts to obtain available public grant funding to undertake the Minimum Improvements, including but not limited to grants from the Hennepin County Environmental Response Fund (ERF), Hennepin County Transit Oriented Development (TOD), Met Council Tax Base Revitalization Account (TBRA), Met Council Livable Communities Demonstration Account (LCDA), DEED Contamination Cleanup Grant, DEED Redevelopment Grant, and any other funding from metropolitan, state, county, and federal sources identified by the Authority or Developer as reasonably available. Costs of preparing the grant applications and preparing required reports shall be borne by Developer. City staff shall have the final authority to review and submit the grant applications to the applicable agency. To the extent additional grant funds not reflected in the TIF Pro Forma are obtained, any such amounts shall be taken into consideration by the Authority when the Authority reviews the updated TIF Pro Forms and other information under Article III prior to issuing the Site B/C TIF Note. Developer shall reasonably cooperate with the City and the Authority with respect to the administration of any grants received from Hennepin County, Metropolitan Council, or State of Minnesota to support the construction of the Minimum Improvements.

7.7 Mitigation of Construction Disruption. Developer shall comply with directions set and regulations enforced by the City Engineering and Building Inspection Departments regarding on site construction activities. All construction work shall be limited to the standard hours determined by the City. Deliveries to and from the jobsite shall also occur within allowable hours. Heavy trucks must follow routes established by the City. Provision shall be made for on-site or dedicated off-site parking on private property for all workers employed on the jobsite. Employee parking is prohibited on local streets and elsewhere where prohibited by lawfully installed regulatory signs. Developer shall make best efforts to mitigate construction disruption to surrounding properties.

7.8 Temporary Landscaping; Screening of Site B and C, and Sidewalks.

(a) Temporary Landscaping. In the event that a “Go-Ahead Letter” for Sites B and C has not been received by the Authority in accordance with this Agreement by 30 days before the Certificate of Completion for the Site A Minimum Improvements under the Site A Redevelopment Agreement, Developer shall prepare Sites B and C, or cause the same to be prepared, in rough graded condition with top soil and grass seed and with barriers erected around Sites B and C to prevent vehicles from accessing these unfinished pads and to prevent unlawful access to and use of Sites B and C (e.g., illegal dumping). Developer shall maintain, or cause to be maintained, the unfinished Sites B and C building pads in a presentable condition and free of garbage and weeds until commencement of the Minimum Improvements on the applicable Lot. Developer’s failure to initially satisfy these requirements shall be a Default hereunder and the City and Authority shall have all rights and remedies hereunder with respect to such Default, including, without limitation, the remedies set forth in Section 7.8(d) below.

(b) Temporary Screening. In the event that a “Go-Ahead Letter” for Sites B and C has not been received in accordance with this Agreement within 180 days after the Certificate of Completion for the Site A Minimum Improvements under the Site A Redevelopment Agreement, Developer shall install, and continuously maintain in good condition, trees, shrubs and/or decorative screening around the perimeter of each unfinished Sites B and C building pads in a manner reasonably approved by the Authority. Developer’s failure to satisfy these requirements shall be a Default hereunder, and the City and Authority shall have all rights and remedies hereunder with respect to such Default, including, without limitation, the remedies set forth in Section 7.8(d) below.

(c) Temporary Sidewalks. Developer shall maintain, or cause to be maintained, at all times, pedestrian sidewalks on Site B along France Avenue and 70th Street West and along 71st Street and along Ewing Avenue, in each case, in good condition, except Developer may temporarily remove and/or barricade such sidewalks as reasonably required for pedestrian protection and/or completion of construction

work, in each case, during periods of active construction on the corresponding portion of the Project Area. Developer shall use reasonable efforts to minimize any such temporary sidewalk removals and closures. If any such sidewalks are required to be removed before the installation of the applicable, permanent Sidewalks and Streetscapes, Developer shall promptly install and maintain, or cause to be installed and maintained, slightly temporary sidewalks that comply with applicable City code and other applicable Law. If Developer fails to timely install or maintain the required pedestrian sidewalks under this Section, it shall be a Default hereunder and the City and Authority shall have all rights and remedies hereunder with respect to such Default, including, without limitation, the remedies set forth in Section 7.8(d) below.

(d) Self-Help. If Developer fails to timely complete or maintain the site conditions required under Sections 7.8(a) through (c) and such failure continues for 30 days after notice thereof from the Authority, then, notwithstanding anything to the contrary herein regarding the remedies afforded to the City and the Authority under this Agreement, the City and the Authority (and/or its agents, employees, and/or contractors) shall have the immediate right and license, but not the obligation, to enter upon the applicable Lot to cure such failure on behalf of Developer and Developer shall pay to the City and/or Authority, as applicable, all costs and expenses incurred on account thereof, and if Developer fails to make payment in accordance with a statement of such costs and expenses within 30 days after receipt thereof, the City shall have the right to assess the costs incurred by the City and/or the Authority to all or any portion of Site B and/or Site C as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

(e) City Manager Discretion to Modify Requirements and Deadlines for Temporary Conditions. Notwithstanding anything to contrary in this Section 7.8, but subject to applicable Law, the parties hereto acknowledge and agree that the City Manager is hereby, and shall be, authorized to grant to Developer exceptions and/or extensions of the above temporary condition requirements and deadlines if strict compliance with the above requirements and/or deadlines is impractical and/or inefficient given the anticipated timing of construction activities on Site B and/or Site C, which such exceptions and/or extensions may be granted by the City Manager in his or her sole, but reasonable, discretion following written request from Developer with reasonable information supporting such request.

7.9 Project Information.

(a) Project Ownership. Developer shall provide the City and Authority with the final organizational structure for the ownership of Site B, Site C, and the Minimum Improvements, and the identity of all parties with an ownership interest in the Minimum Improvements of 10% or greater as required to be disclosed in the Financing Commitments. Developer shall confirm such organizational and ownership information at the time Developer submits the Go-Ahead Letter, and periodically thereafter in accordance with clause (b) below. Prior to delivery of information regarding firm financing commitment or delivery of a Go-Ahead Letter, Developer will provide additional financing updates as requested by the Authority, whether by oral or written request, within two (2) business days after the request.

(b) Other Information. In addition to the other Project information required to be provided by Developer hereunder, Developer shall provide or make available for review at Developer's offices to the City and/or Authority such information regarding Developer and the Project as the City and/or Authority may reasonably request in writing from time to time in order for the City and Authority to monitor Developer's progress on the Minimum Improvements and the financing thereof, the prospects of the Minimum Improvements, and/or the status of Developer's obligations hereunder, including without limitation the follow: (i) market studies and/or market data used by Developer to make decision regarding the financing, design, and development of the Minimum Improvements promptly upon request in writing and in no event later than two business days following such request and (ii) the status of Minimum Improvements ownership, organizational structure, financing, leasing, and sales, no more frequently than

monthly, but otherwise promptly upon request in writing and in no event later than two business days following such request. The City and Authority will treat all such information which Developer includes a caption stating that the same is proprietary or trade secret information as nonpublic data under and in accordance with the Minnesota Data Practices Act, Minnesota Statutes chapter 13.

Article VIII **Transfer Limitations**

8.1 Representation as to the Minimum Improvements. Developer represents to the City and the Authority that its undertakings under this Agreement are for the purpose of developing the Minimum Improvements and not for the purpose of speculation in land holding. Developer acknowledges that, in view of the importance of the Minimum Improvements to the general welfare of the City and the Authority, and the substantial financing and other public aids that have been made available by the City and the Authority for the purpose of making such Minimum Improvements possible, the qualifications and identity of Developer are of particular concern to the Authority. Developer further acknowledges that the City and the Authority are willing to enter into this Agreement with Developer because of the qualifications and identity of Developer.

8.2 Limitation on Transfers.

(a) Until the Authority's issuance of the Certificate of Completion, Developer shall not sell, assign, convey, lease or transfer in any other mode or manner any of its right, title, and interest in and to this Agreement, all or any part of Site B, Site C, and/or the Minimum Improvements, without the express written approval of the Authority, provided that the consent of the Authority shall not be required for any of the following:

(i) granting of a mortgage or other security interests in Site B, Site C, and/or the Minimum Improvements as provided in Article V hereof;

(ii) collaterally assigning Developer's rights and obligations under this Agreement and the Site B/C TIF Note to the holder of any Mortgage that is permitted under the terms of Section 5.1;

(iii) leasing the Minimum Improvements in the normal course of business in a manner consistent with this Agreement and the City Approvals; or

(iv) assigning this Agreement (in full, but not in part) to: (A) a Related Party of Developer, (B) Orion Investments, or (C) a joint venture entity in which Developer or a Related Party thereof will hold at least a ten percent (10%) ownership interest and be responsible for the day-to-day management of the Minimum Improvements, and a reputable, institutional investor will hold up to a ninety percent (90%) ownership interest; provided, in any case: (1) such permitted assignee party executes an agreement in a form reasonably approved by the Authority pursuant to which such permitted assignee party, as applicable, assumes and agrees to perform the obligations of Developer under this Agreement, and (2) Developer provides the Authority with such information and documentation required by the Authority to confirm the completion of such transfer and that the such transfer meets the requirements of this subsection.

(b) If the Authority's consent to a transfer of the Site B/C TIF Note or this Agreement, pursuant to Section 3.5 and/or Section 8.2, as applicable, is required, then the Authority shall be entitled to require, as conditions to its approval of any sale, assignment, conveyance, use or transfer of any rights, title,

and interest in and to this Agreement, the Site B/C TIF Note, Site B, Site C, or the Minimum Improvements that:

(i) Any proposed transferee shall not be exempt from the payment of real estate taxes and shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer;

(ii) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the Authority have expressly assumed all of the obligations of Developer (or such obligations of Developer as are applicable to the portion of the Minimum Improvements acquired) under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject;

(iii) Developer must submit all instruments and other legal documents involved in effecting transfer to the Authority; and

(iv) Developer and the transferee must comply with such other reasonable conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the TIF Act, the Authority, this Agreement, the Minimum Improvements, and/or the Project; and

(v) The transferee must demonstrate, in a manner satisfactory to the Authority, its ability to perform all assumed obligations in this Agreement.

(c) In the absence of specific written agreement by the City and the Authority to the contrary, neither the transfer of the Minimum Improvements, or any portion thereof, prior to the issuance of the Certificate of Completion for the Minimum Improvements or the City's or the Authority's consent to such a transfer will relieve Developer of its obligations under this Agreement; provided, however, in the event of a transfer to a permitted assignee party under Section 8.2(a)(iii), the Authority and the City will release Developer of its obligations under this Agreement accruing after the date of such permitted transfer.

(d) After the Authority's issuance of the Certificate of Completion, Developer may freely assign or transfer this Agreement (and the Site B/C TIF Note, subject to the requirements of Section 3.5) without the Authority's or the City's consent; provided, however, Developer must promptly notify the Authority and the City in writing of the name and contact information of the successor Developer under this Agreement and the effective date of such assignment or transfer.

Article IX

Events of Default and Remedies

9.1 Events of Default Defined. "Events of Default" under this Agreement include any one or more of the events listed in Sections 9.2 and 9.3.

9.2 Developer Events of Default. The following shall be Events of Default for Developer:

(a) subject to Unavoidable Delays and Cure Rights, Developer's failure to achieve Commencement and Completion of any aspect of the Minimum Improvements by the applicable "Default Date" set forth in Section 4.1, provided that if the Authority issues a Certificate of Completion, such failure shall no longer be an Event of Default;

(b) subject to Unavoidable Delays and Cure Rights, Developer shall Default in its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion of the various elements thereof), or shall abandon or substantially suspend construction work on the Minimum Improvements, and any such Default, violation, abandonment or suspension is not cured, ended or remedied within 30 days after written notice to do so, provided that if the Authority issues a Certificate of Completion, such failure shall no longer be an Event of Default;

(c) there is, in violation of this Agreement, any conveyance or other transfer of Site B, Site C, and/or the Minimum Improvements or any part thereof, and such violation is not cured within 30 days after written notice to do so;

(d) subject to Unavoidable Delay and Cure Rights, failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, any of the City Easements, the City Approvals, or any other agreements regarding the Minimum Improvements, and the continuation of such failure for a period of 30 days after written notice of such failure from any party hereto;

(e) if, prior to the delivery of the Certificate of Completion, Developer shall (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or State law; or (ii) make an assignment for the benefit of its creditors; or (iii) become insolvent or adjudicated a bankrupt; or if a petition or answer proposing the adjudication of Developer, as a bankrupt or its reorganization under any present or future Federal bankruptcy act or any similar Federal or State law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of Developer, or of the Minimum Improvements, or part thereof, shall be appointed in any proceeding brought against Developer, and shall not be discharged within 90 days after such appointed, or if Developer shall consent to or acquiesce in such appointment.

9.3 City and Authority Events of Default. Subject to Cure Rights and events beyond the City's and/or the Authority's control, the failure of the City or the Authority to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of 30 days after written notice of such failure from any party hereto shall be an Event of Default for the City or the Authority.

9.4 Cure Rights. If a Default occurs under this Agreement which reasonably requires more than 30 days to cure, such Default shall not constitute an Event of Default, provided that the curing of the Default is promptly commenced upon receipt by the defaulting party of the written notice of the Default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that the defaulting party keeps the non-defaulting party informed at all times of its progress in curing the Default; provided, however in no event shall such additional cure period for any Default extend beyond 180 days.

9.5 Authority Remedies on Developer Events of Default. Whenever any Event of Default occurs by Developer, the Authority may take any one or more of the following actions:

(a) terminate this Agreement (but not the Site B/C TIF Note if then issued by the Authority);

(b) only for any uncured material Event of Default, the Authority may suspend interest accrual and/or withhold payments due under the Site B/C TIF Note until Developer has cured any Default which gave rise to such Event of Default;

(c) suspend performance under this Agreement until it receives assurances from Developer or the holder of any Mortgage, deemed adequate by the Authority, that Developer or the holder of any Mortgage will cure the Event of Default and continue its performance under this Agreement,

(d) withhold the Certificate of Completion where such Event of Default relates to Completion of the Minimum Improvements or the issuance of the Certificate of Completion;

(e) take whatever action at law or in equity may appear necessary or desirable to the Authority to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; and

(f) the Authority shall have all remedies available at law and in equity to enforce performance of this Agreement including a right to specific performance.

9.6 City Remedies on Developer Events of Default. Whenever any Event of Default of Developer occurs, the City may suspend performance of its obligations under this Agreement and take whatever action at law or in equity may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement, including an action for specific performance.

9.7 Developer Remedies on City or Authority Events of Default. Whenever any Event of Default of the City or the Authority occurs, Developer, may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the City or the Authority under this Agreement, including, without limitation, an action for specific performance.

9.8 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, the Authority or Developer is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the City or Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

9.9 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.10 Reimbursement of Attorneys' Fees. Whenever a Default occurs and the non-defaulting party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement under this Agreement, the defaulting party shall, within 10 days of written demand by the non-defaulting party pay to such non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party. In the event of any enforcement action hereunder following a Default, the prevailing party,

in addition to other relief, shall be entitled to an award of attorney's fees and costs. The City, Authority and Developer waive their right to a jury trial on the issues of who is the prevailing party and the reasonable amount of attorneys' fees and costs to be awarded to the prevailing party. Those issues will be decided by the trial judge upon motion by one or both parties, such motion to be decided based on the record as of the end of the jury trial augmented only by the testimony and/or affidavits from the attorneys and their staff. The parties agree that, subject to the trial judge's discretion, the intent of this clause is to have all issues related to the award of attorneys' fees and costs decided by the trial judge as quickly as practicable.

Article X
Additional Provisions

10.1 **Conflicts of Interest.** No member of the Board or other official of the Authority shall have any financial interest, direct or indirect, in this Agreement, the TIF District or the Minimum Improvements, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the Authority shall be personally liable to the City or the Authority in the event of any Default or breach by Developer of any obligations under the terms of this Agreement.

10.2 **Titles of Articles and Sections.** Any titles of the several parts, Articles and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10.3 **Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be in writing and shall be sufficiently given or delivered if it is dispatched by reputable overnight courier, sent registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and addressed to:

Developer at: c/o Mortenson Development, Inc.
Attn: Robert J. Solfelt
700 Meadow Lane North
Minneapolis, MN 55422

with a copy to: Mortenson Development, Inc.
Attention: Stacey Braybrook
700 Meadow Lane North
Minneapolis, MN 55422

and copy to: Orion Investments
Attention: Ted Carlson
6550 York Avenue South, Suite 207
Edina, MN 55435

The Authority at: Housing and Redevelopment Authority of Edina, Minnesota
Attention: Executive Director
4801 West 50th Street
Edina, MN 55424

with a copy to: Dorsey & Whitney LLP
Attention: Jay R. Lindgren

50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

The City at: City of Edina
Attention: City Manager
4801 West 50th Street
Edina, MN 55424

with a copy to: Dorsey & Whitney LLP
Attention: Jay R. Lindgren
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

10.4 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Hennepin County District Court, Fourth Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The Authority and Developer hereby consent to personal jurisdiction and venue in the foregoing court. The Authority and Developer hereby waive trial by jury for any litigation arising out of this Agreement.

10.5 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable under applicable Law, the remainder of this Agreement shall not be affected thereby, and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law.

10.6 Consents and Approvals. Whenever the terms “consent,” “approve,” or “approval” are used herein, they shall mean consent or approval in a party’s sole discretion, unless specifically provided otherwise. All consents or approvals must be delivered in writing in order to be effective.

10.7 Additional Documents. When reasonably requested to do so by another party, each party shall execute or cause to be executed any further documents as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

10.8 Limitation. All covenants, stipulations, promises, agreements and obligations of the Authority or Developer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and Developer, and not of any governing body member, officer, agent, servant, manager or employee of the Authority or Developer in the individual capacity thereof.

10.9 City/Authority Approval. Unless the City Council or the Board, as applicable, determines otherwise in its discretion, all approvals and other actions required of or taken by the Authority or the City shall be effective upon action by the Authorized Representative of the Authority or City, as applicable (or in either case his/her designee), unless (a) this Agreement explicitly provides for approval by the City Council or the Board of the Authority, (b) approval by the Council or Board is required by law or (c) the

approval, in the opinion of the City Manager or the Executive Director, would result in a material change in the terms of this Agreement.

10.10 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the items covered by this Agreement, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the items covered by this Agreement.

10.11 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

10.12 Survival of Terms. The following Sections will survive the expiration or earlier termination of this Agreement: Section 6.1 [Insurance]; Section 6.2 [Indemnification]; Section 7.1 [Developer Reimbursement Obligations]; Section 7.8 [Temporary Landscaping; Screening of Site B and C, and Sidewalks]; Sections 9.5 through 9.10 [Remedies on Default, etc.] to the extent of any Event of Default arising prior to such termination or expiration; Section 10.3 [Notices and Demands]; Section 10.4 [Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury]; Section 10.14 [No Waiver of Governmental Immunity and Limitations on Liability]; and Section 10.17 [Limited Liability].

10.13 Data Practices Act. Developer acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Developer with regard to the performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes.

10.14 No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's or Authority's immunity or the immunity of the City's and Authority's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's or Authority's liability or the liability of the City's and Authority's employees, consultants and independent contractors. By entering into this Agreement, the Authority does not waive any rights, protections, or limitations as provided under law and equity for the Authority, or of their respective employees, consultants and contractors.

10.15 City and Authority Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's or Authority's regulatory authority.

10.16 Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of the County. However, Developer shall cause a memorandum of this Agreement to be so recorded or filed in the form attached as **Exhibit F**, and hereby incorporated herein by reference upon execution of this Agreement upon Site B and Site C. At the time of execution of this Agreement the parties hereto will also execute and acknowledge the Memorandum of Agreement.

10.17 Limited Liability. Notwithstanding anything to contrary provided in this Agreement, it is specifically understood and agreed, such agreement being the primary consideration for the execution of this Agreement by Developer, that (a) there should be absolutely no personal liability on the part of any director, officer, manager, member, employee or agent of Developer or the City or Authority with respect to any terms, covenants and conditions in this Agreement; (b) Developer and the Authority waive all claims, demands and causes of action against the other parties' directors, officers, managers, members, employees and agents in any Event of Default, by either party, as the case may be, of any of the terms, covenants and conditions of this Agreement to be performed by either party; and (c) Developer and the Authority, as the case may be, shall look solely to the assets of the other party for the satisfaction of each and every applicable remedy in the Event of Default by any party, as the case may be, of any of the terms, covenants and

conditions of this Agreement such exculpation of liability to be absolute and without any exception whatsoever.

10.18 Time is of the Essence. Time is of the essence of this Agreement and each and every term and condition hereof; provided, however, that if any date herein set forth for the performance of any obligations by Developer or the Authority or for the delivery of any instrument or notice as herein provided should not be on a business day, the compliance with such obligations or delivery shall be deemed acceptable on the next following business day.

10.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

10.20 Amendments. This Agreement shall not be amended unless in writing and executed by the parties hereto. Developer shall be responsible for obtaining any necessary consent to an amendment to this Agreement from the Construction Lender or Permanent Lender, as applicable.

10.21 Term. The term of this Agreement shall be effective from the Effective Date above written until the earlier of (a) the date this Agreement is terminated pursuant to the terms and conditions hereof, (b) payment in full of the Site B/C TIF Note, or (c) the date of termination of the TIF District. Upon termination, the parties agree to execute and record a document terminating this Agreement and providing for the release of the obligations under this Agreement.

10.22 Estoppel Certificate. Each party shall, within fifteen (15) days after request from the other party hereto, deliver a written statement which may be relied upon by the requesting party, or any lender or transferee of the requesting party, setting forth (a) whether, to the best knowledge of the party providing the written statement, that the requesting party is not in default and there exists no circumstance which with the giving of notice or lapse of time, or both, would constitute a default (or if such party is aware of any such default or circumstance specifying the same); and (b) such other factual certifications as may be reasonably requested by the requesting party.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City, the Authority and Developer have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

City of Edina, Minnesota

By: _____
James B. Hovland, Mayor

By: _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by James B. Hovland and Scott H. Neal, the Mayor and City Manager, respectively, of the City of Edina, Minnesota, on behalf of the City of Edina.

Notary Public

**Housing and Redevelopment Authority of
Edina, Minnesota**

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

MDI France Avenue, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

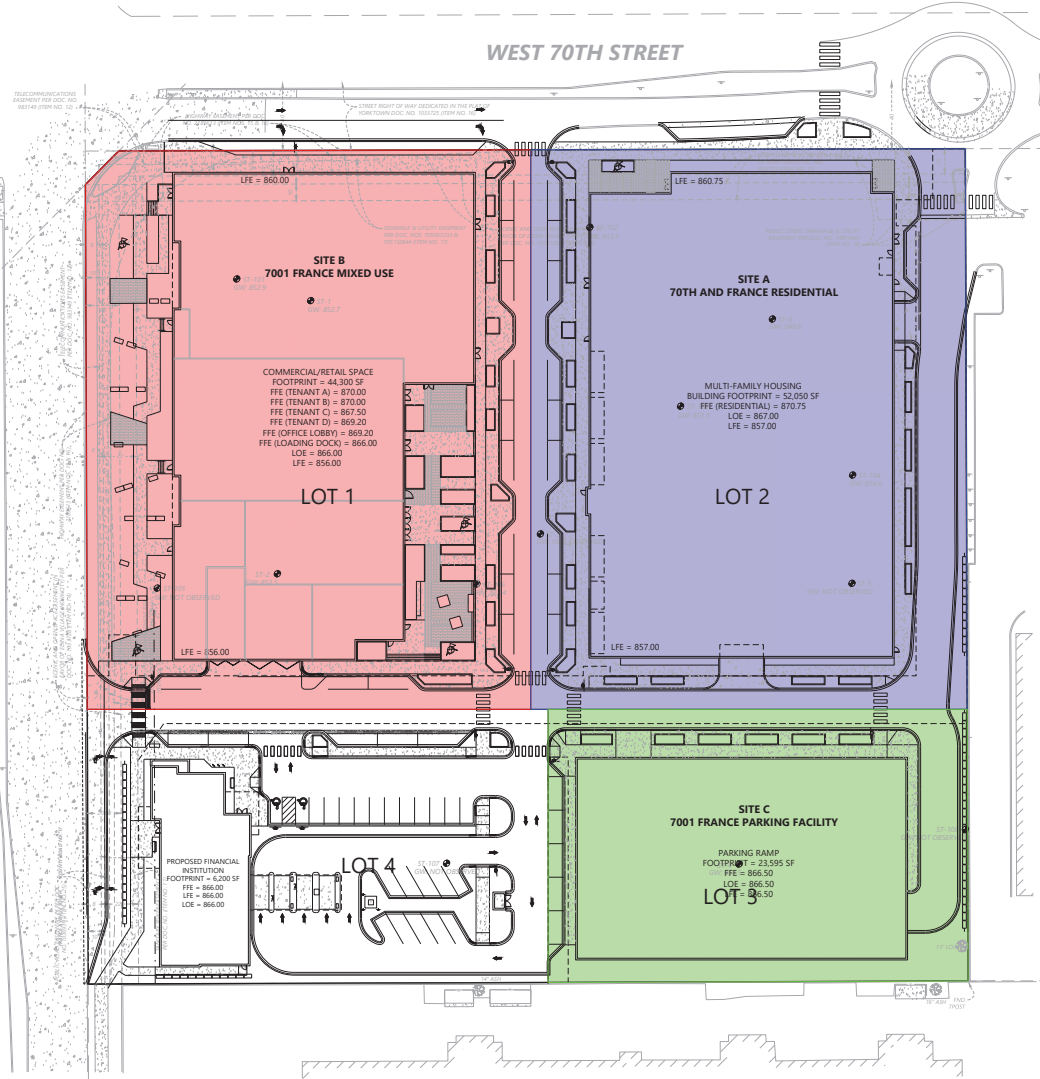
The foregoing instrument was acknowledged before me this ____ day of June, 2022, by _____, the _____ of MDI France Avenue, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

Exhibit A

Project Site Plan

[See attached.]



SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

SITE DATA CHART

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRES)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/RETAIL	2.03 AC.	51,600
LOT 2	MULTI-FAMILY RESIDENTIAL	1.99 AC.	44,300
LOT 3	PARKING FACILITY	0.93 AC.	23,595
LOT 4	FINANCIAL	1.02 AC.	6,200
TOTAL		5.98 AC.	125,695

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

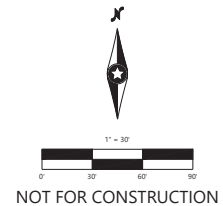


Exhibit B

Final Development Plan

[See attached.]

EXHIBIT C
7001 France Avenue - Site B/C
Initial TIF Pro Forma
Sources and Uses

SOURCES			
Debt		Amount	Percent
	First Mortgage	74,919,127	65.0%
	Other Loan	15,300,000	13.3%
	Subtotal	90,219,127	78.3%
Other Sources		Amount	Percent
Equity	Capital Partner	24,506,068	21.3%
Local_Grant	TOD or Other	210,000	0.2%
Local_Grant	DEED	325,000	0.3%
	Subtotal	25,041,068	21.7%
TOTAL SOURCES		115,260,195	100.0%

USES			
		Amount	% of Cost
ACQUISITION COSTS		7,252,913	6.3%
	Land Cost	6,436,197	5.6%
	Sourcing Fee and Transfer Tax	424,958	0.4%
	Other - Carrying Cost	391,758	0.3%
CONSTRUCTION COSTS		83,073,750	72.1%
	Commercial Building	41,701,971	36.2%
	District Parking and Elevated Screening	\$30,013 per 540 stall	14.1%
	Tenant Improvements: 1. Comm Space	\$75.00 psf	14.7%
	Sitework, Street Scapes and Utilities	1,927,841	1.7%
	Storm Water Management	709,325	0.6%
	Water Table Impacts	1,179,781	1.0%
	EV Charging Stations	745,849	0.6%
	Plaza	1,133,005	1.0%
	Solar	280,000	0.2%
	Artwork	300,000	0.3%
	Construction Contingency	1,930,862	1.7%
	Demolition / Environmental	0	0.0%
PERMITS/FEES		1,443,691	1.3%
	Park Dedication	0	0.0%
	Permits/Inspection	643,621	0.6%
	SAC/WAC Connection Fees	785,070	0.7%
	Other City Fees	15,000	0.0%
PROFESSIONAL SERVICES		5,046,251	4.4%
	Appraisals	20,000	0.0%
	Environmental / Geotech Civil	20,000	0.0%
	Legal - Development	100,000	0.1%
	Legal - Leasing	100,000	0.1%
	Marketing/Leasing	100,000	0.1%
	Leasing Commissions	3,557,419	3.1%
	Survey	35,000	0.0%
	Master Plan and Development Expense	1,113,832	1.0%
FINANCING COSTS		3,729,532	3.2%
	Construction & TIF Loan Fees	548,783	0.5%
	Construction Period Interest	2,252,444	2.0%
	Inspections - Lenders	30,000	0.0%
	Lender Legal	75,000	0.1%
	Lender Expenses	75,000	0.1%
	Mortgage Registration Tax	179,416	0.2%
	Construction Disbursements	10,000	0.0%
	Real Estate Taxes During Construction	295,000	0.3%
	Hedging - Rate Cap	50,000	0.0%
	Title, Recording & Closing	163,889	0.1%
	Joint Venture Partnership	50,000	0.0%
DEVELOPER FEE		4,025,357	3.5%
	Developer Fee	4,025,357	3.5%
CASH ACCOUNTS/ESCROWS/RESERVES		10,688,701	9.3%
	Working Capital / Operating Reserves	6,088,599	5.3%
	Developer Contingency and Escalation Allowance	4,600,102	4.0%
TOTAL USES		115,260,195	100%

EXHIBIT C
7001 France Avenue - Site B/C
Initial TIF Pro Forma
Operating Pro Forma

Commercial Income			
		Annual Revenue	Bldg Sq. Ft
Retail		\$1,810,935	40,243
Office		\$6,133,512	185,864
Parking		\$341,640	146 stalls
Gross Revenue		\$8,286,087	226,107
Vacancy Loss	5.00%	(\$414,304)	
Expense on Commercial Vacancy (CAM & Taxes)	5.00%	(\$185,996)	
Effective Gross Income		\$7,685,787	
Expense			
Management and Other Costs		Amt.	Per Sq/Ft
Non-Reimbursable		\$11,305	\$0.05
Total Expenses		\$11,305	\$0.05
Net Operating Income (NOI)		\$7,674,481	
Available Tax Increment		\$1,546,335	
Net Operating Income (with Assistance)		\$9,220,816	
		No Assistance	With Assistance
NOI		\$7,674,481	\$9,220,816
Total Development Cost		115,260,195	115,260,195
Cash on Cost Annual Return (NTE 8.0%)		6.66%	8.00%

Exhibit D

Form of Go-Ahead Letter

[DEVELOPER LETTERHEAD]

[Date]

City Manager/City of Edina
Executive Director/ Housing and Redevelopment Authority of Edina, MN
4801 West 50th Street
Edina, Minnesota 55424

Dear []:

This letter is submitted pursuant to Section 4.5 of that certain Redevelopment Agreement (Sites B and C) by and among the CITY OF EDINA, MINNESOTA, a Minnesota statutory city (the “City”); the HOUSING AND REDEVELOPMENT AUTHORITY OF EDINA, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”); and _____ (as successor by assignment to MDI FRANCE AVENUE, LLC, a Minnesota limited liability company) (the “Developer”), dated as of _____, 2022 (the “Redevelopment Agreement”), and is provided as the “Go-Ahead Letter” thereunder. Capitalized terms used in this letter and not defined herein have the meaning given to them in the Redevelopment Agreement.

In accordance with Section 4.5 of the Redevelopment Agreement, Developer hereby represents, warrants, and certifies to the City and the Authority that:

- (i) the debt and equity Financing Commitments have been received by Developer and true and correct copies of the same are attached hereto as Exhibit A;
- (ii) the organizational chart of Developer attached hereto as Exhibit B includes the identity (including name, city and state of each) of all equity sources with greater than a 10% direct or indirect investment in the Project;
- (iii) Developer is prepared to close on all financing required for the Minimum Improvements financing and commence construction of the Minimum Improvements, in accordance with the Redevelopment Agreement.

Sincerely,

By: _____

Name: _____

Its: _____

Exhibit A

Financing Commitments

(See attached)

Exhibit B

Organizational Chart of Developer

(See attached)

Exhibit E

Form of Certificate of Completion with Completion Checklist

CERTIFICATE OF COMPLETION
(7001 France Avenue – Sites B and C)

A. _____ (“Developer”), pursuant to the Redevelopment Agreement by and among the CITY OF EDINA, MINNESOTA, a Minnesota statutory city (the “City”), the HOUSING AND REDEVELOPMENT AUTHORITY OF EDINA, MINNESOTA (the “Authority”) and Developer dated effective as of _____, 2022 (as the same may be amended or supplemented from time to time, the “Redevelopment Agreement”), which Redevelopment Agreement is evidenced of record by that certain Memorandum of Redevelopment Agreement dated _____, 2022 and recorded on _____, 2022 in the office of the Registrar of Titles for Hennepin County, Minnesota as Document No. _____, has agreed to complete the Minimum Improvements, as defined in and in accordance with the Redevelopment Agreement, on that certain real property (the “Property”) located in Hennepin County, Minnesota, described on the attached Exhibit A.

B. As of the date hereof, Developer has completed construction of the Minimum Improvements in accordance with the Redevelopment Agreement.

C. The issuance of this Certificate of Completion by the City and the Authority is not intended nor shall it be construed to be a warranty or representation by the City or the Authority as to the structural soundness of the Minimum Improvements, including, but not limited to, the quality of materials, workmanship or the fitness of the Minimum Improvements for their proposed use.

NOW THEREFORE, this is to certify that all construction and other physical improvements specified to be done and made by Developer with regard to the Minimum Improvements have been completed, and the provisions of the Redevelopment Agreement imposing obligations on Developer to construct the Minimum Improvements, are hereby satisfied and terminated, and the Registrar of Titles in and for the County of Hennepin, Minnesota is hereby authorized to record this instrument to be a conclusive determination of the satisfactory termination of said provisions of the Redevelopment Agreement.

Dated: _____, 20__

[Remainder of page intentionally left blank; signature pages follow]

CITY OF EDINA, MINNESOTA

By _____
_____, Mayor

By _____
_____, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____,
by _____ and _____, the Mayor and City Manager, respectively, of the City of Edina,
Minnesota, on behalf of the City of Edina.

Notary Public

**HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA**

By _____
_____, Chair

By _____
_____, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ and _____, the Chair and Secretary, respectively, of the Housing and
Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

Real property in the City of Edina, County of Hennepin, State of Minnesota, described as follows:

Lots 1 and 3, Block 1, A M N Addition, Hennepin County, Minnesota.

Certificate of Completion Checklist
(7001 France Avenue – Sites B and C)

This is a summary of the deliverable requirements of the Redevelopment Agreement (7001 France Avenue – Sites B and C) dated June 30, 2022. This sheet is intended to be completed in connection with Developer’s request for a Certificate of Completion and prior to the issuance of the TIF Note. This sheet is provided for convenience and does not modify the terms of the Redevelopment Agreement.

PART ONE	Description of Required Minimum Improvements		Satisfactorily Completed (yes or no)	Notes
	A.	Completion* of 7-story mixed-use commercial building on Site B with approximately 242,000 square feet of rentable commercial space		
	B.	Confirmation of Energy Star compliance for commercial building and other required sustainability provisions on Site B		
	C.	Completion** of the approximately 7,500 sq ft and 10,000 sq ft public plazas on Site B		
	D.	Completion ** of Site B Public Art as part of comprehensive public art program for Sites A , B & C (4.7)		Total cost of four (4) public art pieces on Site B at least \$240,000 (exclusive of art consultant)
	E.	Completion** of landscaping and final site work on Site B and Site C		
	F.	Completion * of 8-level structured parking on Site C, including approx. 540 Public Parking stalls and indoor bicycle facility		
	G.	Confirmation of ParkSmart compliance for parking structure		
	H.	Confirmation of 39.96 kw DC solar array on Site C (4.8)		
	I.	Security cameras or other security mechanisms in strategic locations of public parking and public plazas (4.6(a)i(10))		
	J.	Confirmation of required amount of EV parking and prep for additional EV parking in Site B and Site C		5% of parking stalls to be equipped with EV chargers with additional 10% parking stalls prepared for future EV
	K.	Public parking vehicle entrance identified with signage and supplemented by wayfinding signage on site (4.6(a)i(7))		
	L.	Car counting system for parking structure on Site C (4.6(a)i(5))		
	M.	Interior mural or similar in stairwell and lobby of Site C and appropriate exterior building signage (4.6(a)i(6))		

	<p>*As evidenced by CO or TCO by Building Department</p> <p>**As evidenced by acceptance of site and street improvements by Engineering and/or Community Development Departments</p>
--	--

CONTINUED ON NEXT PAGE

PART TWO	Description of Required Public Benefits on Sites B and C		Satisfactorily Completed (yes or no)	Notes
	A.	Temporary Landscaping, Screening and Public Sidewalk access if construction delayed (Section 7.8)	Yes or no	
	B.	Go-Ahead Letter received with complete information	Yes or no	
	C.	Demolition of blighted and outdated buildings	Yes or no	
	D.	Construction disruption mitigated as required (7.7)	Yes or no	
	E.	Public Access Easement for Public Plazas on Site B including strategy for activation and programming* (4.6(a)ii & J)	Yes or no	
	F.	Parking Easement for Site C parking structure, including bicycle facility* (4.6(a)I & Exhibit I)	Yes or no	
	G.	Future Purchase Right of Site C documented* (4.14 & M-2)	Yes or no	
	H.	Receipt of Equity and Inclusion Report and confirmation of good faith efforts to achieve goals (4.9, K & L)) - % of minorities on workforce - % of female on workforce % of subcontracted work awarded to MBE and WBE	___% ___% ___%	Aiming for: 32% minority 10% female 25% MBE / WBE
	I.	Temporary Restrictive Land Use Covenants executed and released appropriately (4.15)	Yes or no	
*Documents must be executed and recorded				

CONTINUED ON NEXT PAGE

PART THREE	Description of Final Costs Incurred and Gap Analysis		Confirmed Amounts	Notes
	A.	Confirmation that no Default remains uncured.	Yes or No	
	B.	Reimbursement for City's out of pocket costs related to TIF Agreement	Yes or No	
	C.	Confirmation that Developer has submitted final TIF Pro Forma to reflect actual costs	Yes or No	
	D.	Total Amount of Qualified Costs (see 3.2(a)) confirmed as expended	\$	Estimated to be at least \$17,000,000 including: \$3,816,272 (site work) \$1,133,005 (plaza) \$12,050,722 (Site C parking)
	E.	Total Development Costs of Minimum Improvements	\$	Estimated to be \$115,260, 195
	F.	Confirmation that contingency funds used appropriately (3.4c(ii))	Yes or No	
	G.	Confirmation that developer fee does not exceed 3.5% of the total actual costs of the Project (3.4c(iii))	Yes or No	
	H.	Total Amount grant funds received (7.6)	\$	
	I.	Final financial gap to provide Market Return NTE 8.00% (Section 3.4)	\$	
	J.	Interest Rate of debt financing and interest rate applicable to TIF Note (Section 3.3b)		NTE 4.25%
		Principal Amount of Original TIF Note	\$	lowest of \$17 million or 10.00% of Total Development Cost for Sites A, B & C but NTE 8.00% return on cost

Certificate of Completion Checklist – 7001 France Avenue – Sites B and C

Prepared by: _____
Signature and Title _____ Date _____

Approved by: _____
Signature, _____ Date _____
Edina City Manager / HRA Executive Director

Exhibit F

Form of Memorandum of Redevelopment Agreement

MEMORANDUM OF REDEVELOPMENT AGREEMENT

(7001 France Avenue – Sites B and C)

This Memorandum of Redevelopment Agreement (this “Memorandum”) is entered into as of _____, 202____, by and among the **City of Edina Minnesota**, a Minnesota statutory city (the “City”), the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“Authority”), and **MDI France Avenue, LLC**, a Minnesota limited liability company (“Developer”).

RECITALS:

A. The City, Authority, and Developer (collectively, the “Parties”) have entered into a certain Redevelopment Agreement dated as of _____, 2022 (as the same may be amended, modified, and/or supplemented from time to time, the “Redevelopment Agreement”), whereby the parties have agreed to various aspects of the redevelopment of certain real property more particularly described on the attached Exhibit A, together with all improvements, tenements, easements, rights and appurtenances pertaining to such real property, lying and being in Hennepin County, Minnesota (the “Property”).

B. The parties wish to give notice of the existence of the Redevelopment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Redevelopment Agreement.
3. The Parties have entered into the Redevelopment Agreement to set forth the terms and provisions governing the redevelopment of the Property.
4. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice that a contractual relationship for the redevelopment of the Property has been created between the Parties in accordance with the terms, covenants, and conditions of the Agreement. The Parties intend, declare and covenant, on behalf of themselves and all future owners and operators of the Property, that the Redevelopment Agreement and the covenants and restrictions set forth therein regulating and restricting the use, occupancy and transfer of the Property (a) shall be and are covenants running with the Property, encumbering the Property, binding upon the Parties’ successors in title and all subsequent owners and operators of the Property; (b) are not merely personal covenants of the Parties; and (c) shall bind the Parties and their respective successors and assigns.
5. The terms and conditions of the Agreement are incorporated by reference into this Memorandum as if fully set forth herein.

6. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

CITY OF EDINA, MINNESOTA

By: _____
James B. Hovland, Mayor

By: _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James B. Hovland and Scott H. Neal, the Mayor and City Manager, respectively, of the City of Edina, Minnesota, on behalf of the City of Edina.

Notary Public

HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

MDI France Avenue, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of MDI France Avenue, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description

Real property in the City of Edina, County of Hennepin, State of Minnesota, described as follows:

Lots 1 and 3, Block 1, A M N Addition, Hennepin County, Minnesota.

Exhibit G

Form of TIF Note

LIMITED REVENUE TAXABLE TAX INCREMENT NOTE

(7001 France Avenue – Sites B and C)

No. R-_____

\$[17,000,000.00]

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF EDINA**

**HOUSING AND REDEVELOPMENT AUTHORITY
OF EDINA, MINNESOTA
LIMITED REVENUE TAXABLE TAX INCREMENT NOTE**

The HOUSING AND REDEVELOPMENT AUTHORITY OF EDINA, MINNESOTA (the “Authority”) acknowledges itself to be indebted and, for value received, promises to pay to the order of _____ (“Developer”), solely from the source, to the extent and in the manner hereinafter provided, up to the principal amount of this Limited Revenue Taxable Tax Increment Note (this “Note”) as provided herein, together with simple interest thereon accrued on the unpaid principal balance hereof from the date hereof, at the rate of interest of [] percent ([]%) per annum, on the Payment Dates (as hereinafter defined). This Note is executed and delivered in accordance with the terms and conditions of that certain Redevelopment Agreement dated as of _____, 2022, by and among the City of Edina, Minnesota (the “City”), the Authority and Developer (as successor to MDI FRANCE AVENUE, LLC, a Minnesota limited liability company) (as the same may be amended, modified, and/or supplemented from time to time, the “Redevelopment Agreement”), and is subject to the terms, conditions, and limitations on payment set forth therein, including, without limitation, the provisions of Section 3.4 (TIF Assistance and Potential Adjustment) of the Redevelopment Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Redevelopment Agreement.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to Developer and mailed to Developer at its postal address within the United States which shall be designated from time to time by Developer.

This Note is a special and limited obligation and not a general obligation of the Authority, which has been issued by the Authority pursuant to, and in full conformity with, the Constitution and the laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 through 469.1794 (the “TIF Act”), and the terms and conditions of the Redevelopment Agreement and a resolution of the Board of the Authority, to aid in financing a “project” (as defined in Minnesota Statutes, Section 469.174, subdivision 8) of the Authority within the 70th and France Tax Increment Financing District established by the Authority pursuant to Resolution No. 2022-05 (the “TIF District”).

Subject to the terms of the Redevelopment Agreement, principal of and interest on this Note shall be payable solely from and in the amount of Available Tax Increments (as hereinafter defined) on each **February 1** and **August 1** commencing on the later of **August 1, 2026** or the first February 1 or August 1 immediately following the date hereof (the “Payment Dates”). On each Payment Date, the Authority shall apply Available Tax Increments to the payment of principal of and interest on this Note.

To the extent that the Authority is unable to pay the total principal and interest due on this Note at or prior to **February 1, 2041** (the “Maturity Date”) as a result of its having received as of such date insufficient Available Tax Increments, such failure shall not constitute a default under this Note and the Authority shall have no further obligation to pay unpaid balance of principal or accrued interest that may remain after such Maturity Date.

All payments made by the Authority on this Note shall be applied first to accrued interest and then to the principal amount of this Note. If Available Tax Increment is insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest. Interest shall be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

“Available Tax Increments” means up to **90%** of the tax increments derived from the property within the TIF District which have been actually received and retained by the Authority from the County of Hennepin, Minnesota, pursuant to the TIF Act, for the six months before each Payment Date, subject, however, to any applicable Parity Allocation of any such Available Tax Increments with payments under the Site A TIF Note pursuant to the terms and conditions of the Redevelopment Agreement.

EXCEPT AS TO THE OBLIGATION TO MAKE PAYMENTS FROM THE AVAILABLE TAX INCREMENTS, THIS NOTE IS NOT A DEBT OF THE AUTHORITY, THE CITY, OR THE STATE OF MINNESOTA (THE “STATE”), AND NEITHER THE AUTHORITY, THE CITY, THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE ON THIS NOTE, NOR SHALL THIS NOTE BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN AVAILABLE TAX INCREMENTS.

Upon an Event of Default by Developer under the Redevelopment Agreement, the Authority may exercise the remedies with respect to this Note described in the Redevelopment Agreement, the terms of which are incorporated herein by reference, including, without limitation, the suspension or termination of the Authority’s obligation to make any payments under this Note. For avoidance of doubt, the terms of Redevelopment Agreement incorporated herein by the foregoing reference, shall, for purposes of this Note, survive any termination of the Redevelopment Agreement occurring after the issuance of this Note.

The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the Authority without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

Developer shall never have or be deemed to have the right to compel any exercise of any taxing power of the Authority or the City or any other public body, and neither the Authority nor the City nor any director, commissioner, council member, board member, officer, employee or agent of the Authority or the City, nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration hereof or otherwise.

THE AUTHORITY MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, THAT THE AVAILABLE TAX INCREMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NO HOLDER

OF THIS NOTE SHALL HAVE RIGHTS AGAINST THE AUTHORITY EXCEPT FOR DISTRIBUTION OF AVAILABLE TAX INCREMENTS.

Except as otherwise provided in the Redevelopment Agreement, this Note shall not be assignable or transferable without the prior written consent of the Authority. Any assignee or transferee must execute and deliver to the Authority a certificate, in form and substance reasonably satisfactory to the Authority, pursuant to which, among other things, such assignee or transferee acknowledges and represents: (i) the limited nature of the Authority's payment obligations under this Note, (ii) that this Note is being acquired for investment for such assignee's or transferee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, (iii) that the assignee or transferee has no present intention of selling, granting any participation in, or otherwise distributing the same, (iv) that the assignee or transferee is an "accredited investor" within the meaning of Rule 501 of the Regulation D under the Securities Act of 1933, as amended, (v) that the assignee or transferee, either alone or with such assignee's or transferee's representatives, has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment in this Note and the assignee or transferee is able to bear the economic consequences thereof, (vi) that in making its decision to acquire this Note, the assignee or transferee has relied upon independent investigations made by the assignee or transferee and, to the extent believed by such assignee or transferee to be appropriate, the assignee's or transferee's representatives, including its own professional, tax and other advisors, and has not relied upon any representation or warranty from the Authority, or any of its officers, employees, agents, affiliates or representatives, with respect to the value of this Note, (vii) that the Authority has not made any warranty, acknowledgment or covenant, in writing or otherwise, to the assignee or transferee regarding the tax consequences, if any, of the acquisition and investment in this Note, (viii) that the assignee or transferee or its representatives have been given a full opportunity to examine all documents and to ask questions of, and to receive answers from, the Authority and its representatives concerning the terms of this Note and such other information as the assignee or transferee desires in order to evaluate the acquisition of and investment in this Note, and all such questions have been answered to the full satisfaction of the assignee or transferee, (ix) that the assignee or transferee has evaluated the merits and risks of investment in this Note and has determined that this Note is a suitable investment for the assignee or transferee in light of such party's overall financial condition and prospects, (x) that this Note will be characterized as "restricted securities" under the federal securities laws because this Note is being acquired in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended, except in certain limited circumstances, and (xi) that no market for this Note exists and no market for this Note is intended to be developed.

This Note is issued pursuant to the Redevelopment Agreement and resolutions of the Board of the Authority and is entitled to the benefits thereof, which Redevelopment Agreement and resolutions are incorporated herein by reference.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Authority or the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Authority or the City to exceed any constitutional or statutory limitation thereon.

[Remainder of this page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Board of the Housing and Redevelopment Authority of Edina, Minnesota, has caused this Note to be executed by the manual signatures of the Chair and the Secretary of the Authority, and has caused this Note to be dated as of the date of original issue specified above.

Chair

Secretary

EXHIBIT H - Sample IRR Calculations and Site B/C TIF Adjustment Calculations
7001 France Avenue - Site B/C
City of Edina
Sales and Cashflow Analysis for Sample IRR Calculation

	2025	2026	2027	2028	2029	2030	2031	2032
SALE ANALYSIS END OF YEAR	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Net Operating Income End of Year	6,467,611	7,685,787	7,685,787	7,839,502	7,839,502	7,839,502	7,839,502	7,839,502
Divided By Cap Rate	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%
Gross Sale Price	103,481,779	122,972,585	122,972,585	125,432,037	125,432,037	125,432,037	125,432,037	125,432,037
Minus Debt A: First Mortgage	70,797,620	69,310,351	67,762,487	66,151,562	64,475,004	62,730,142	60,914,190	59,024,254
Minus Debt B: Other Loan	12,845,916	11,969,020	11,060,936	10,120,555	9,146,727	8,138,262	7,093,930	6,012,454
Net Sale Amount	19,838,244	41,693,214	44,149,161	49,159,920	51,810,306	54,563,633	57,423,916	60,395,328
Sales Expense 1.50%	(1,552,227)	(1,844,589)	(1,844,589)	(1,881,481)	(1,881,481)	(1,881,481)	(1,881,481)	(1,881,481)
SALES PROCEEDS	18,286,017	39,848,625	42,304,573	47,278,440	49,928,825	52,682,152	55,542,436	58,513,848

	2025	2026	2027	2028	2029	2030	2031	2032
IRR ANALYSIS END OF YEAR	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Year	Sales Proceeds	Cash Flow	Cash Flow	Cash Flow	Cash Flow	Cash Flow	Cash Flow	Cash Flow
Initial Investment	(24,506,068)	(24,506,068)	(24,506,068)	(24,506,068)	(24,506,068)	(24,506,068)	(24,506,068)	(24,506,068)
2023	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0
2025	18,286,017	20,695,334	2,409,317	2,409,317	2,409,317	2,409,317	2,409,317	2,409,317
2026	39,848,625	0	43,476,118	3,627,493	3,627,493	3,627,493	3,627,493	3,627,493
2027	42,304,573	0	0	45,932,065	3,627,493	3,627,493	3,627,493	3,627,493
2028	47,278,440	0	0	0	51,059,648	3,781,208	3,781,208	3,781,208
2029	49,928,825	0	0	0	0	53,710,034	3,781,208	3,781,208
2030	52,682,152	0	0	0	0	0	56,463,361	3,781,208
2031	55,542,436	0	0	0	0	0	0	59,323,644
2032	58,513,848	0	0	0	0	0	0	0
2033	64,071,734	0	0	0	0	0	0	0
Total	(3,810,734)	21,379,368	27,462,808	36,217,883	42,649,477	49,184,013	55,825,505	62,578,125
INTERNAL RATE OF RETURN	-5.48%	17.24%	16.88%	17.42%	16.97%	16.59%	16.25%	15.96%
Section 3.4(d) Excess Return IRR	22.00%	22.00%	19.00%	19.00%	19.00%	16.00%	16.00%	16.00%
PROJECT RETURN EXCEEDED?	No	No	No	No	No	Yes	Yes	No
A) SITE B EXCESS RETURN	0	0	0	0	0	2,887,161	1,561,444	0
B) Remaining TIF Note Balance:	\$17,000,000	\$16,167,412	\$15,299,063	\$14,393,416	\$13,448,871	\$12,463,757	\$11,436,330	\$10,364,773
C) Adjusted TIF Note Balance (B less A):	\$17,000,000	\$16,167,412	\$15,299,063	\$14,393,416	\$13,448,871	\$9,576,596	\$9,874,885	\$10,364,773
D) Remaining Excess Return (A less B):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E) 50% of Remaining Site B/C Excess Return:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F) Cumulative TIF Note P&I Payments:	\$0	\$1,546,335	\$3,092,670	\$4,639,005	\$6,185,340	\$7,731,675	\$9,278,010	\$10,824,345
Site B/C TIF Adjustment (Lesser E or F):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Notes:

Analysis of Internal Rate of Return (IRR) of the Initial TIF Proforma project cashflows and potential sales through year 10. Sales proceeds assume onetime sale of the Minimum Improvements using valuation based on Initial TIF Proforma Net Operating Income. Annual cash flows include Net Operating Income less annual debt service and reserve allowance. Hypothetical sales are provided solely for purposes of providing an example of the Sale Lookback and Site B/C Excess Return provisions.			
Assumptions:			
Cap Rate:	6.25%	Stabilized TIF Note:	\$17,000,000
Sales Expense:	1.50%	TIF Note Rate:	4.25%
Development Cost:	\$115,260,195	Initial Annual TIF P&I:	\$1,546,335
Equity Investment	\$24,506,068		
Initial First Mortgage	\$74,919,127		
Additional Debt:	\$15,300,000		

Exhibit I

Form of Parking Easement Agreement

PARKING EASEMENT AGREEMENT

(7001 France Avenue – Sites B and C)

THIS PARKING EASEMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 202__ (“Effective Date”), by and between the **City of Edina, Minnesota**, a Minnesota statutory city (the “City”), and [to be the current owner(s) of the Property and Easement Premises] (“Owner”).

RECITALS:

A. The Housing and Redevelopment Authority of Edina, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), the City, and Owner, as “Developer”, are parties to that certain Redevelopment Agreement (7001 France Avenue – Sites B & C) dated June 30, 2022 (the “Redevelopment Agreement”).

B. The Redevelopment Agreement provides for the redevelopment by Owner of certain real property located at 7001 France Avenue, as legally described on the attached **Exhibit A** (the “Property”) and other property adjoining the Property, collectively, referred to herein and in the Redevelopment Agreement as the “Project Area”.

C. The Property is located within the 70th and France Tax Incremental Financing District, established by the Authority pursuant to Resolution No. 2022-05, in coordination with the Authority and with the cooperation and assistance of the City.

D. The Redevelopment Agreement provides for the expenditure of certain public funds to assist in the redevelopment of the Property and Site B of the Project Area with certain “Minimum Improvements” consisting generally of:

- (i) a commercial element containing seven (7) stories and approximately 242,000 rentable square feet of office/retail space, and one (1) level of underground parking that is exclusively for the use of building tenants (the “Commercial Element”);
- (ii) an approximately 7,500 square foot ground-level, outdoor public space and amenity area generally located in the southeast corner of Site B and an approximately 10,000 square foot ground-level, outdoor public space and amenity area generally located along France Avenue on Site B, each to be designed and constructed by Developer in accordance with the City Approvals (collectively, the “Public Plaza”); and
- (iii) an 8-level, approximately 170,357 gross square feet district parking facility with approximately 540 parking stalls (including public parking stalls described herein) (collectively, the “District Parking Facility”), and including, without limitation, an approximately 1,300 square foot bike storage and a bike repair facility on the street level of the District Parking Facility (the “Bike Facility”)

E. The City and Owner have agreed in the Redevelopment Agreement that Owner shall grant an easement to the City pursuant to which the District Parking Facility will be open and accessible to the general public for parking purposes pursuant to the terms and conditions of this Agreement.

F. Owner has agreed to own, operate, manage, and maintain the District Parking Facility pursuant and subject to the terms and conditions of the Redevelopment Agreement and this Agreement.

G. The City and Owner deem it to be in their interests and in furtherance of the economic development and redevelopment plan for the Property reflected in the Redevelopment Agreement to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I

RECITALS; EXHIBITS, DEFINITIONS

1.1 Recitals. The foregoing Recitals are true and correct statements of fact and are incorporated into this Amendment by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

ARTICLE II

GRANT OF EASEMENTS

2.1 Grant of Parking Easement. Subject to the terms and conditions of this Agreement, the Owner hereby grants and conveys to the City, for the benefit of the City and the general public:

(a) a non-exclusive, perpetual public easement over, across, upon and through all vehicular parking areas located in the District Parking Facility (the “Parking Premises”), for the purpose of the general public utilizing the Parking Premises for vehicular parking and utilizing all ancillary amenities, components, and fixtures located thereon and therein for the users of the District Parking Facility in general, including, without limitation, the Bike Facility, all as required by, or reasonably inferable from, the City Approvals and/or the Redevelopment Agreement (e.g., bike racks, bike repair facilities and equipment, EV charging stations), all in accordance with and subject to the terms and conditions of this Agreement; and

(b) a non-exclusive, perpetual public easement over, across, upon and through all means of pedestrian and vehicular access to and from public rights of way, streets, alleys, public spaces, and easements appurtenant and/or used in connection with the Parking Premises located on the Property and adjoining or contiguous to the Parking Premises (collectively, the “Access Premises”, and together with the Parking Premises, collectively the “Easement Premises”), all in accordance with and subject to the terms and conditions of this Agreement.

The Parking Premises, Bike Facility, and the Access Premises are all legally described and/or depicted on the attached **Exhibit B**.

2.2 **Locations and Hours for Public Use.** The Parking Premises will be open and available to the public for utilizing the Parking Premises for vehicular parking and as otherwise provided herein as follows:

(a) At least 43 parking stalls on the street level of the District Parking Facility in the area generally depicted on **Exhibit B** shall be available for public use as provided herein 24 hours a day, seven days a week, 365 days a year (collectively, the “**Dedicated Public Stalls**”).

(b) The remainder of the parking stalls in the District Parking Facility, consisting of approximately 497 stalls located on the upper levels of the District Parking Facility (collectively, the “**Limited Public Stalls**”), shall only be available for public use as provided herein as follows: (i) on Mondays through Fridays (other than holidays) from 4:00 PM to 7:00 AM and (ii) 24 hours a day on Saturdays, Sundays, and holidays (collectively “**Off Hours**”). As used herein, the term “holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. At all times other than Off Hours (collectively, “**Business Hours**”), Owner may reserve the Limited Public Stalls for the exclusive use by the commercial tenants and other commercial occupants of the Commercial Element and their respective employees, agents, and contractors (collectively, “**Site B Commercial Users**”).

(c) The Bike Facility shall be available for public use as provided herein 24 hours a day, seven days a week, 365 days a year in the area.

2.3 **Future Increases to Dedicated Public Parking.** Representatives of the Owner and the City shall, from time-to-time, and not less frequently than every 10 years, and upon any termination or expiration of any material commercial lease for space in the Commercial Element on Site B, meet and confer to evaluate the current use of, and reasonably anticipated future demand for, the Limited Public Stalls by the Site B Commercial Users. If, and to the extent, the then-current amount of Limited Public Stalls and/or Business Hours reasonably required to be dedicated to Site B Commercial Users has decreased and is reasonably anticipated to be similarly decreased in the future (e.g., due to changing office/hybrid office working patterns, transportation use patterns, and/or legal requirements for parking capacity), then the Owner and the City shall engage in good faith discussions and negotiations regarding amending this Agreement to increase the number of Dedicated Public Stalls and/or Off Hours and reduce the number of Limited Public Stalls and/or Business Hours to the extent such then-current Limited Public Stalls and/or Business Hours are no longer reasonably necessary for dedicated use by the Site B Commercial Users.

ARTICLE III

TERM

3.1 **Term.** The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, shall be effective as of the date hereof, shall be perpetual, and shall remain in effect until affirmatively released by the City. Such release shall be evidenced by the recording

of a release or termination of this Agreement in the real estate records of Hennepin County, Minnesota, at which time this Agreement shall terminate.

ARTICLE IV

USE OF EASEMENT PREMISES

4.1 Operation and Control of Easement Premises. During the term of this Agreement, Owner shall operate the Easement Premises in accordance with this Agreement and all applicable governmental laws, ordinances, regulations and orders, at Owner's sole cost and expense. Subject to the terms of this Agreement, Owner has full authority and control over the management, operation, and use of the Easement Premises; provided, however, notwithstanding anything herein to the contrary, (a) the use of the Dedicated Public Stalls, the Limited Public Stalls during Off Hours, and the Bike Facility, in each case, pursuant to this Agreement and (b) any use of the Limited Public Stalls for vehicular parking purposes made available to the City and/or the general public during Business Hours, shall, in each case, be free of any charge and Owner shall not charge any fee for the use of the same by the City and/or members of the general public.

4.2 Signage. Owner shall install and maintain the following signage:

(a) A prominent, permanent "Public Parking" sign at or near each vehicular entrance to the District Parking Facility areas;

(b) Prominent, permanent "Public Parking" wayfinding signage at strategic locations on the Project Site which indicates the presence of and direction to the District Parking Facility;

(c) Prominent, permanent signage clearly delineating the Dedicated Public Stalls;

(d) a car counting system and a readily visible electronic display at each of the vehicular entrances of the District Parking Facility to measure and communicate real-time usage and capacity levels in the District Parking Facility; and

(e) A permanent placard (to be no smaller than approximately 8 1/2 by 11 inches) in the pedestrian access entrance/exit lobby(ies) or foyer(s) of the District Parking Facility which states that the public parking provided hereunder in the District Parking Facility is provided in partnership with the City and the Authority.

The final design and wording of each element of the foregoing signage shall be subject to the City Manager's prior written approval, not to be unreasonably, or delayed.

4.3 Waste, Nuisance, Damage, Disfigurement or Injury to Easement Premises. Neither the City nor Owner shall knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Easement Premises, or any disfigurement or injury to any improvements hereafter erected or located upon the Easement Premises, or any part thereof, or the fixtures and/or equipment thereof. Neither the City nor Owner, in its use and occupancy of the Easement Premises, shall 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."

4.4 Owner's Reservation of Certain Rights. The City's easement rights under this Agreement shall be subject to the following reservations, as well as the other applicable provisions contained in this Agreement:

(a) Owner reserves the right to close-off any portion of the Easement Premises for such reasonable period of time as may be legally necessary, in the opinion of Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing-off any portion of the Easement Premises, Owner shall give as much written notice as reasonably practicable of its intention to do so.

(b) Owner reserves the right at any time and from time to time to exclude and restrain any private party from access to the Easement Premises for cause and on a non-discriminatory basis.

(c) Owner reserves the right to temporarily erect or place barriers in and around areas on the Easement Premises which are being constructed and/or repaired in order to ensure either safety of persons or protection of property.

(d) Owner reserves the right to adopt and enforce reasonable rules and regulations for the safe, efficient, and orderly use and operation of the Easement Premises, so long as such rules and regulations are applied on a non-discriminatory basis, do not adversely impact the City's or the public's rights to use of the Easement Premises as set forth in this Agreement, and are approved by the City Manager or its designee.

ARTICLE V

MAINTENANCE OF THE EASEMENT PREMISES

5.1 Maintenance. At all times during the term hereof, Owner, at its cost and expense, shall keep and maintain the Easement Premises and the other Minimum Improvements in good condition and repair in a first-class manner, similar to that of other structured parking facilities located within other first-class, multi-use projects in the Minneapolis-Saint Paul metropolitan area, which such maintenance shall include, without limitation, the following:

(a) all repairs, replacements, renewals, alterations, additions and betterments thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen, all as may be necessary to keep the Easement Premises and the other Minimum Improvements in the condition and repair required by this Agreement, and which are consistent with the requirements of the City Approvals and the Redevelopment Agreement, and which do not adversely impact the City's or the public's rights to use of the Easement Premises as set forth in this Agreement, which such requirements include, without limitation,

(i) maintaining compliances with "Parksmart" bronze certification or greater, as prepared by Green Business Certification Inc. (GBCI) (or equivalent as determined by the City in accordance with the City Approvals);

(ii) maintaining electric vehicle (EV) chargers for at least five percent (5%) of the Dedicated Parking Stalls and at least five percent (5%) of the Limited Public Stalls;

(iii) causing a minimum of an additional ten percent (10%) of the Dedicated Parking Stalls and an additional ten percent (10%) of the Limited Public Stalls to be constructed with conduits in place for the installation of additional EV chargers at these stalls in the future.

(iv) maintaining the security cameras, security phones, panic buttons, and other public safety features approved by and required by the City in accordance with the Redevelopment Agreement and the City Approvals;

(v) maintaining the interior of the stairwell and elevator lobby serving the upper levels of the District Parking Facility with such finishes and enhancement as set forth in and required by the City Approvals;

(b) maintaining all drive and parking surfaces in a smooth and evenly-covered condition, which maintenance work shall include cleaning, sweeping, restriping, repairing and resurfacing the same;

(c) maintaining in good working order (including cleaning and painting as necessary), repairing, and replacing as necessary the Access Premises;

(d) maintaining in good working order, repairing, and replacing as necessary all ventilation and mechanical systems;

(e) maintaining in good working order, repairing, and replacing as necessary any automated parking system;

(f) maintaining in good working order, repairing, and replacing as necessary all domestic water, sewer, storm water, gas, electricity, power, heat, telephone, other communications service, commercially reasonable security and life safety systems, and any and all other utility or similar services used, rendered, or supplied, upon, at, from, or in connection with the Easement Premises;

(g) periodic sweeping out and removal of all papers, debris, filth, refuse, ice and snow, provided all sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the use of the Easement Premises;

(h) placing, keeping in repair, replacing and repainting any appropriate directional signs or markers, within or associated with the Easement Premises;

(i) operating, keeping in repair, cleaning and replacing when necessary such Easement Premises lighting facilities as may be reasonably required, including without limitation all lighting necessary or appropriate for security of the Easement Premises;

5.2 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 Easement Premises or any part thereof, except to the extent that the Owner demonstrates that any damage to the Easement Premises was directly caused by the gross negligence or willful misconduct of the City, its employees, or agents.

ARTICLE VI

UTILITIES

6.1 Utility Charges. During the term of this Agreement, Owner shall pay, or cause to be paid, when the same become due, all charges for water, sewer usage, storm water, 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, at, from, or in connection with the Easement Premises, or any part thereof.

ARTICLE VII

TAXES AND ASSESSMENTS

7.1 Payment of Taxes and Assessments. Owner 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 during the term of this Agreement against the Easement Premises and the other Minimum Improvements. Subject to the terms of the Redevelopment Agreement, Owner shall have the right and option, at any time but solely at Owner's expense, to pay any real estate taxes or assessments in installments or under protest or in a similar manner, or to contest the levy or amount of the same in appropriate legal or administrative proceedings.

ARTICLE VIII

INDEMNIFICATION, INSURANCE

8.1 Indemnification of the City. Except to the extent caused by the willful misconduct or gross negligence of the City, its employees or agents, or the general public, or arising out of the default by the City and its officers, employees or agents, of obligations made pursuant to a contract with Owner, including this Agreement, Owner hereby covenants and agrees to indemnify and save harmless the City and its employees and agents from and against any and all claims, demands, actions, damages, costs, expenses, reasonable attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property, to the extent arising from or out of the design or initial construction, maintenance and operation of the Easement Premises, or in connection with the use or occupancy of the Easement Premises, or any part thereof, by Owner, or to the extent arising out of the breach of Owner's obligations hereunder.

8.2 Property Insurance. At all times during the term hereof, Owner, at its sole cost and expense, shall keep the Easement Premises and the other Minimum Improvements, and all alterations, extensions, and improvements thereto and replacements thereof, insured, in the amount of the full replacement cost thereof and with such deductibles as Owner deems appropriate, against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to such improvements.

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

8.4 Liability Insurance. During the term of this Agreement, Owner shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to facilities and improvements similar to those located on the Easement Premises, at commercially reasonable coverage levels, to be reviewed from time to time by Owner:

- (a) insurance against liability (including passenger elevator 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 use, occupancy, or condition of the Easement Premises, or any part thereof, including insuring the

indemnification obligations set forth in Section 8.1 above, which such insurance shall provide that the City is an additional insured;

(b) garage keepers' liability insurance including coverage for:

- (i) Fire and explosion;
- (ii) Theft (of entire vehicle); and
- (iii) Riot, civil commotion, malicious mischief, and vandalism.

8.5 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. Owner shall promptly following the City's request therefor, furnish the City with copies of 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 10 days before the cancellation becomes effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

8.6 No Obligation of the City for Insurance. 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 Easement Premises and/or any improvements hereafter located thereon.

ARTICLE IX

ASSIGNMENT

9.1 Assignment by the City. During the term of this Agreement, the City may not assign or transfer its interest under this Agreement without the prior written consent of Owner.

9.2 Assignment by Owner. Owner may assign or otherwise transfer its interest under this Agreement in connection with any sale or transfer of the Minimum Improvements subject to the terms and conditions of the Redevelopment Agreement. The City shall recognize and approve any successors or assigns of Owner.

ARTICLE X

CASUALTY

10.1 Destruction. In the event that all or any part of the Easement Premises and/or other portions of the Minimum Improvements are destroyed by fire or other casualty, Owner shall promptly rebuild, reconstruct and/or restore the same to the extent insurance proceeds are available or, in the event insurance proceeds are not sufficient to reconstruct and/or restore the same, to the extent insurance proceeds combined with any contributions by Owner toward reconstruction are available.

ARTICLE XI

EMINENT DOMAIN

11.1 Major Condemnation. If all of the Easement Premises is taken, acquired, or condemned by eminent domain for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of vesting of title in the condemning authority. Each party shall make its own claim in the condemnation proceeding based upon the value of its respective interest in the Easement Premises.

ARTICLE XII

DEFAULT AND REMEDIES

12.1 Default By Owner. If Owner fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days' written notice of such failure or, if such failure cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same within a reasonable period of time, not to exceed an additional 90 days, then, in such case, the City may pursue all available remedies at law and in equity, and the City may, but shall not be obligated to, cure such failure on behalf of Owner and Owner shall pay to the City all sums due and owing on account thereof. The City shall submit a statement to Owner evidencing the costs incurred to cure such failure. If Owner 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 Property as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

12.2 Copy of Notice of Default to Mortgagee. If the City delivers any notice or demand to Owner with respect to any default under this Agreement, the City will endeavor to also deliver a copy of such notice or demand to the mortgagee of any mortgage encumbering the Property at the address of such mortgagee provided to the City in a written notice from Owner or the mortgagee, provided that failure of the City to give any such notice shall not limit the City's ability to exercise any of its remedies hereunder.

ARTICLE XIII

MISCELLANEOUS

13.1 Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner:	At the address of record for real property tax assessment notices with respect to the Property, or at such other address as either party shall have specified by written notice delivered in accordance with this section.
with a copy to:	Any applicable mortgagee in accordance with <u>Section 12.2.</u>
In the case of the City:	City of Edina Attn: City Manager 4801 West 50th Street Edina, MN 55424
with a copy to:	Dorsey & Whitney LLP Attn: Jay Lindgren

50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

13.2 Survival. The easements granted hereby and each reservation, covenant, condition and restriction contained in this Agreement will run with the land and will be binding upon, and inure to the benefit of, as the case may be, Owner and the City and their respective successors and assigns.

13.3 Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Premises to the general public.

13.4 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.

13.5 Private Easement and Restriction Agreement. The Project Area is subject to the terms of that certain Easement and Restriction Agreement dated March 24, 2022, originally by and between U.S. Bank National Association, a national banking association, and MDI France Avenue, LLC, a Minnesota limited liability company, recorded on March 29, 2022, with the Hennepin County Registrar of Titles as Document No. 5932919 (the “Private ERA”). The rights granted to the City, the Authority, and/or the general public hereunder, shall be subject to the provisions of the Private ERA; provided, however, Owner hereby represents, warrants, and covenants that the Private ERA does not and will not prohibit the granting of, or the use and enjoyment of, the Easement Premises and/or the other rights granted to the City, the Authority, and/or the general public hereunder.

13.6 Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, Owner represents and warrants that 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. Owner shall cause this Agreement to constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any construction lender or permanent lender and for the rights of any such lender to be subordinated to this Agreement and the City’s rights and interests hereunder.

13.7 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 either party unless in writing and signed by both parties.

13.8 Attorneys’ Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Owner to enforce the provisions of this Agreement, Owner agrees to pay the reasonable attorneys’ fees and other reasonable expenses paid or incurred by the City in connection with the action.

13.9 Governing Law. This Agreement is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

13.10 Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

13.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY:

CITY OF EDINA, MINNESOTA

By: _____
_____, Mayor

By: _____
_____, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, the Mayor and City Manager respectively, of the City of Edina, Minnesota, on behalf of the City.

Notary Public

OWNER:

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by
_____, the _____ of _____, a
_____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

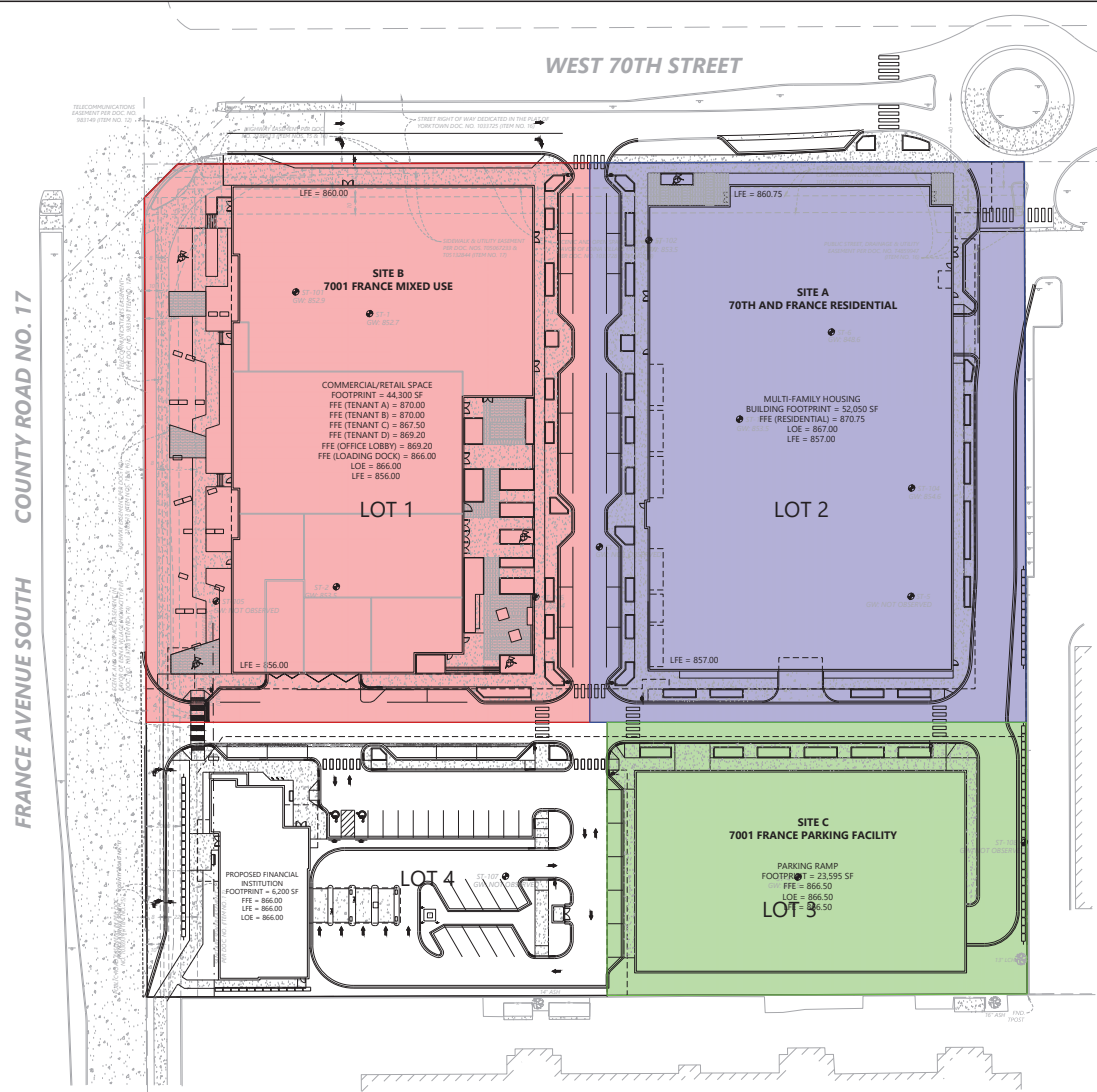
Lot 3, Block 1, A M N Addition, Hennepin County, Minnesota

Torrens Property/Certificate of Title No. 1541002

Exhibit B

Legal Description and/or Depiction of the Parking Premises, Bike Facility, the Access Premises, and the
Dedicated Public Stalls

***[Attached depiction for illustrative purposes; final exhibit to be updated based on final
plans/construction prior to easement execution.]***



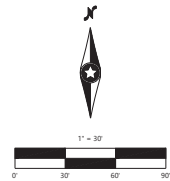
SITE LEGEND

EXISTING	PROPOSED	
_____	_____	PROPERTY LINE
_____	_____	LOT LINE
_____	_____	SEWER/LINE
_____	_____	BASEMENT LINE
_____	_____	CURB AND GUTTER
_____	_____	TIP-OUT CURB AND GUTTER
_____	_____	POND NORMAL WATER LEVEL
_____	_____	RETAINING WALL
_____	_____	FENCE
_____	_____	CONCRETE PAVEMENT
_____	_____	CONCRETE SIDEWALK
_____	_____	HEAVY DUTY BITUMINOUS PAVEMENT
_____	_____	NORMAL DUTY BITUMINOUS PAVEMENT
_____	_____	NUMBER OF PARKING STALLS
_____	_____	TRANSFORMER
_____	_____	SITE LIGHTING
_____	_____	TRAFFIC SIGN
_____	_____	POWER POLE
_____	_____	BOLLARD / POST

SITE DATA CHART

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRE)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/GROCERY	2.02 AC	51,600
LOT 2	MULTI-FAMILY RESIDENTIAL	1.99 AC	44,300
LOT 3	PARKING FACILITY	0.93 AC	21,050
LOT 4	BANK	1.03 AC	6,100
TOTAL	-	5.98 AC	123,050

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



NOT FOR CONSTRUCTION

STUDY IN CASE REPORTS	10/16/2020	DESIGNED
001/1/2021 PRELIMINARY DEVELOPMENT PLAN (PDL)		CHECKED
01/2/2022 UNTHESSED COMMENTS		CHANGED
02/8/2022 COLLECT & METTL	30	LAUNCHING SCALE
05/6/2022 CITY STORANTAN COMMENTS		VERTICAL SCALE
001/1/2022 SITE IN RE DESIGN		0 P. 2

ORION/MORTENSON
4530 WEST 77TH STREET SUITE # 366
EDINA, MN 55435

7001 FRANCE
EDINA, MN

Westwood

Phone (632) 933-6150 12701 W. Limestone Dr. Apt. 301, Elm #300
Fax (632) 933-6822 84 Westwood, 985 50343
Web Site (632) 933-6150 www.westwoodco.com
Westwood Professional Systems, Inc.

SITE PROJECT AREA PLAN

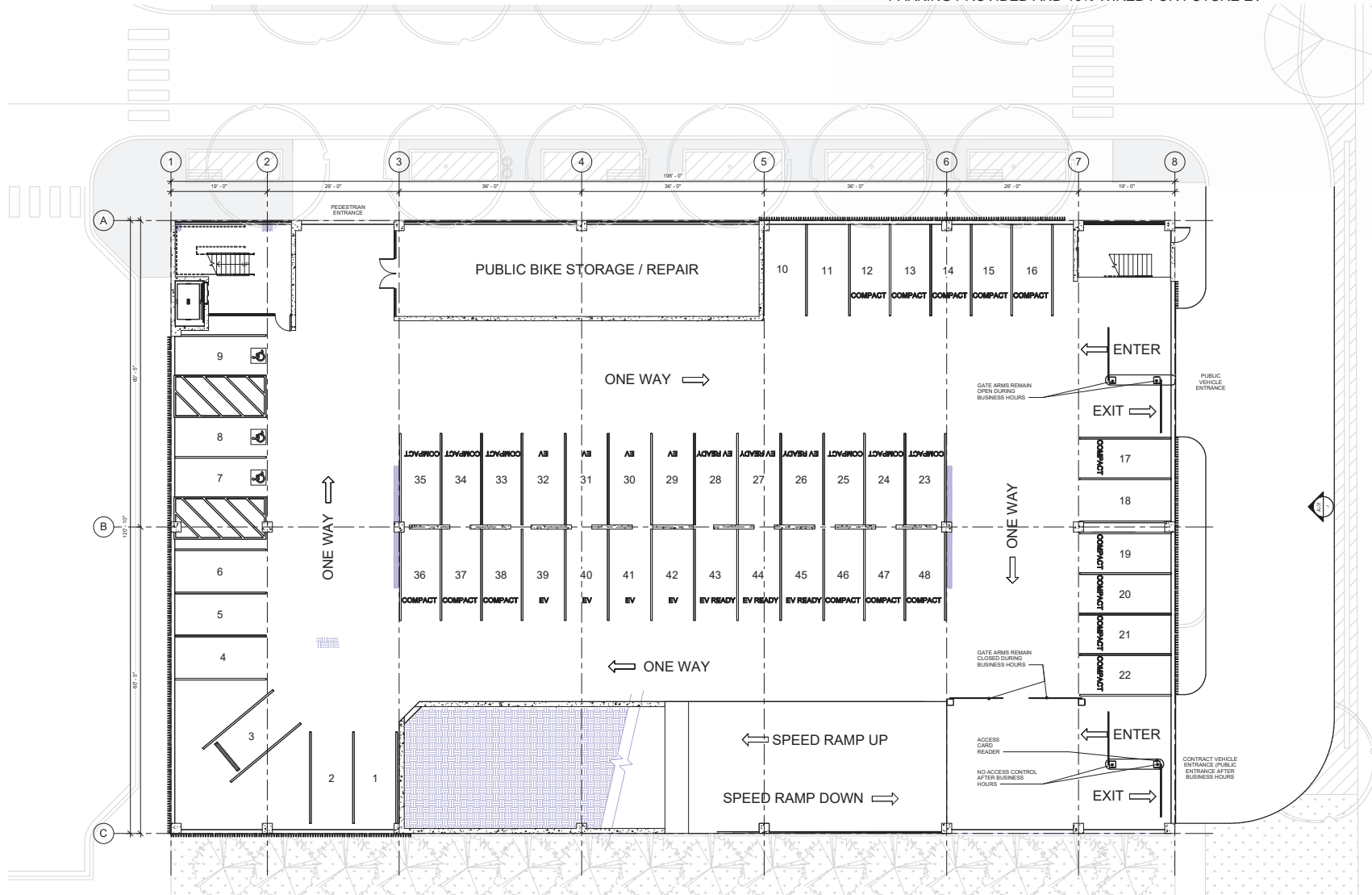
SHEET NUMBER:
C200
DATE: 05/13/2022
NUMBER: 0029211 10

BUILDING METRIC SUMMARY

Floor	Total Stalls 8'6" x 18' Standard	Accessible Stalls HC Stalls	Compact Stalls 8'-0" x 18'	EV Stalls 8'-0" x 18'	EV Ready Stalls 8'-0" x 18'	Area
1	48	3	22	8	6	23,948 SF
2	67	2	20	6	4	23,531 SF
3	80	2	26	4	11	23,531 SF
4	80	2	26	3	11	23,531 SF
5	80	2	26	3	11	23,531 SF
6	80	0	26	3	11	23,531 SF
7	80	0	26	0	0	23,531 SF
8	22	0	6	0	0	5,223 SF
Totals	537	11	178	27	54	170,357 SF

Required Accessible 11
Required EV (5%) 27
Required EV Ready (10%) 54

NOTE: PARKING STRUCTURE IS COMPLIANT WITH 5% EV
PARKING PROVIDED AND 10% WIRED FOR FUTURE EV



REVISIONS
NO. DATE DESCRIPTION

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Signed:

Name:

License No.:

PRELIMINARY - NOT
FOR CONSTRUCTION

phase SITE PLAN REVIEW
date 05/13/2022
PIC MES
drawn by SA
project number 21-008
project name

7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

FLOOR PLANS - 1ST FLOOR

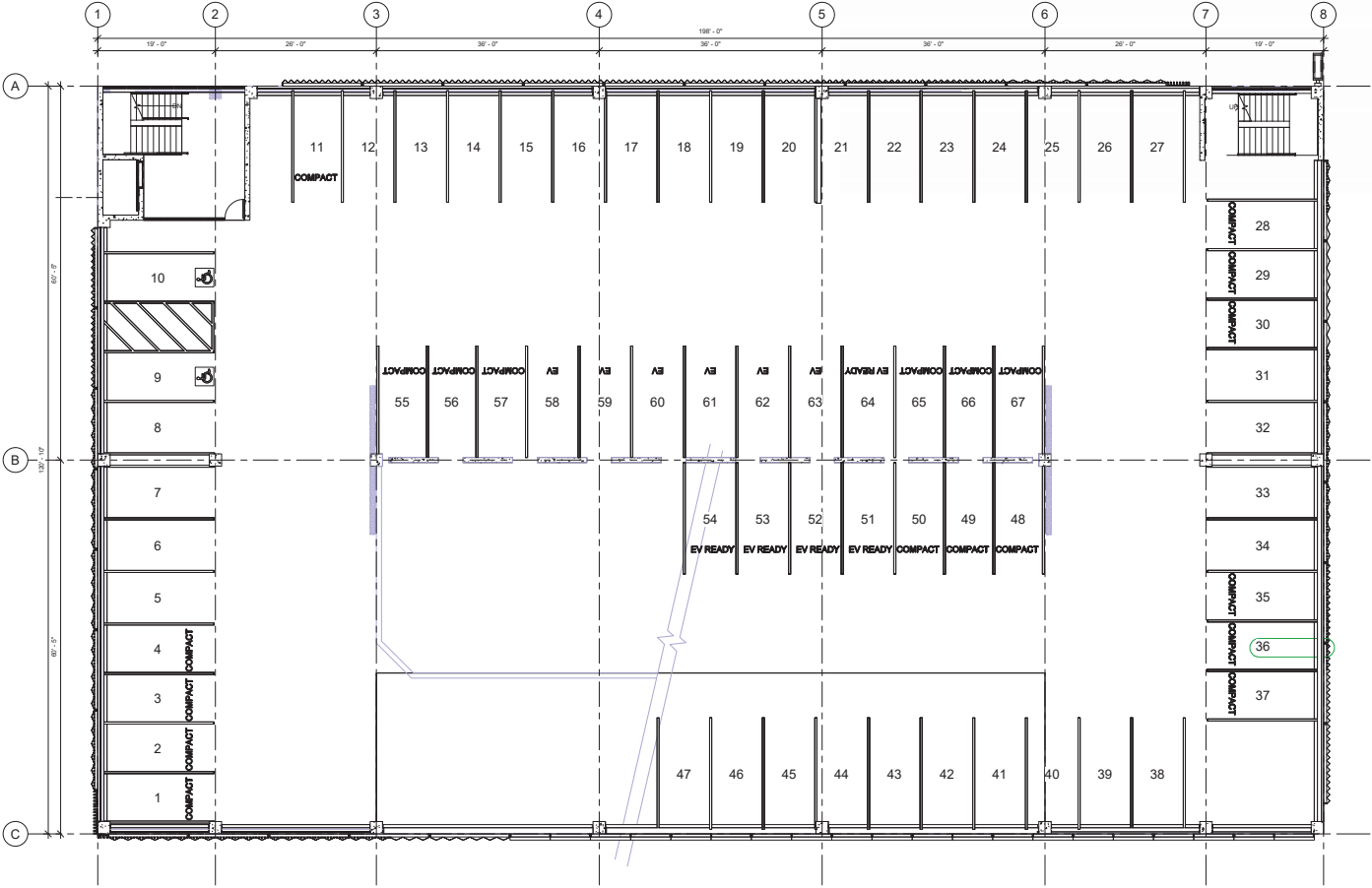
Sheet Number

A100

BUILDING METRIC SUMMARY

Floor	Total Stalls 8'6" x 18" Standard	Accessible Stalls HC Stalls	Compact Stalls 8'-0" x 18"	EV Stalls 8'-0" x 18"	EV Ready Stalls 8'-0" x 18"	Area
1	48	3	22	8	6	23,948 SF
2	67	2	20	6	4	23,531 SF
3	80	2	26	4	11	23,531 SF
4	80	2	26	3	11	23,531 SF
5	80	2	26	3	11	23,531 SF
6	80	0	26	3	11	23,531 SF
7	80	0	26	0	0	23,531 SF
8	22	0	6	0	0	5,223 SF
Totals	537	11	178	27	54	170,357 SF
Required Accessible				11		
Required EV (5%)				27		
Required EV Ready (10%)				54		

NOTE: PARKING STRUCTURE IS COMPLIANT WITH 5% EV
PARKING PROVIDED AND 10% WIRED FOR FUTURE EV



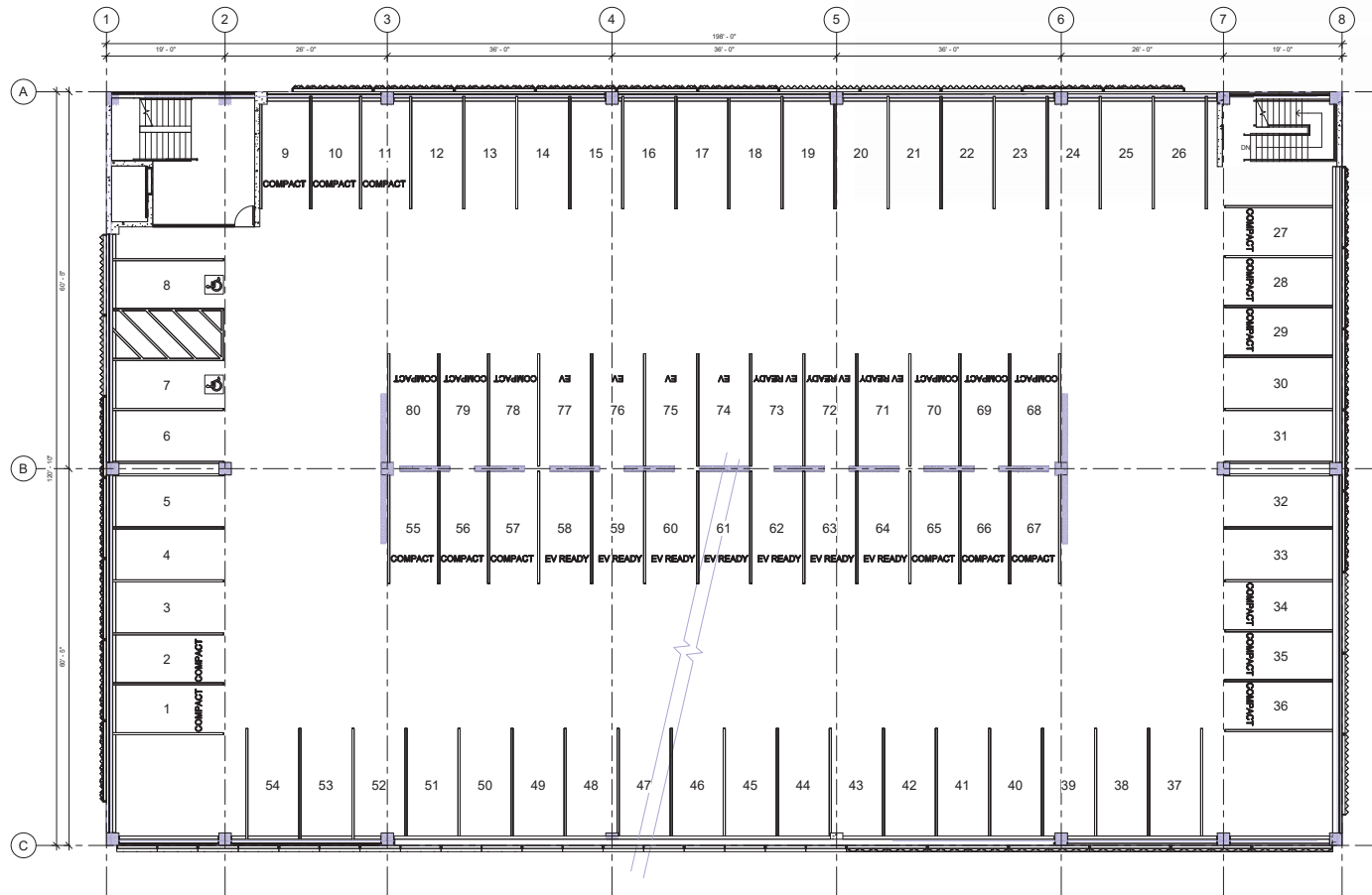
1 LEVEL 2
1/8" = 1'-0"

BUILDING METRIC SUMMARY

Floor	Total Stalls 8'6" x 18" Standard	Accessible Stalls HC Stalls	Compact Stalls 8'-0" x 18"	EV Stalls 8'-0" x 18"	EV Ready Stalls 8'-0" x 18"	Area
1	48	3	22	8	6	23,948 SF
2	67	2	20	6	4	23,531 SF
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 Required EV Ready (10%) 54

NOTE: PARKING STRUCTURE IS COMPLIANT WITH 5% EV
 PARKING PROVIDED AND 10% WIRED FOR FUTURE EV



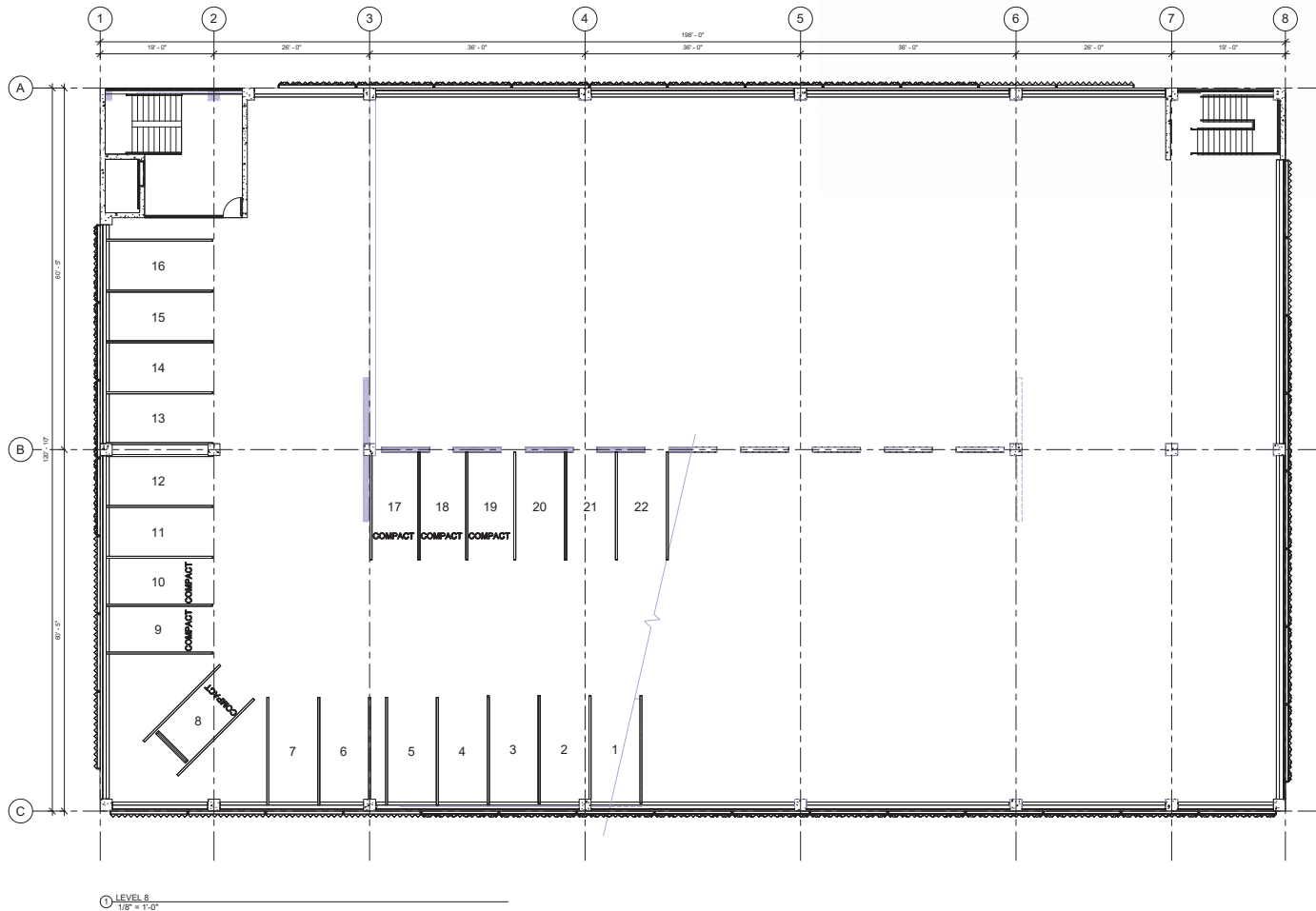
LEVEL 3
 1/8" = 1'-0"

BUILDING METRIC SUMMARY

Floor	Total Stalls 8'6" x 18' Standard	Accessible Stalls HC Stalls	Compact Stalls 8'-0" x 18'	EV Stalls 8'-0" x 18'	EV Ready Stalls 8'-0" x 18'	Area
1	48	3	22	8	6	23,948 SF
2	67	2	20	6	4	23,531 SF
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4	80	2	26	3	11	23,531 SF
5	80	2	26	3	11	23,531 SF
6	80	0	26	3	11	23,531 SF
7	80	0	26	0	0	23,531 SF
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Required Accessible 11
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Required EV Ready (10%) 54

NOTE: PARKING STRUCTURE IS COMPLIANT WITH 5% EV
PARKING PROVIDED AND 10% WIRED FOR FUTURE EV



REVISIONS
NO. DATE DESCRIPTION

I hereby certify that this plan specification, or
report was prepared by me or under my direct
supervision and that I am a duly Licensed
Architect under the laws of the state of
Minnesota.

Signed:

Name:

License No.:

PRELIMINARY - NOT
FOR CONSTRUCTION

phase SITE PLAN REVIEW
date 05/13/2022
PIC MES
drawn by SA
project number 21-008
project name

7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

FLOOR PLANS - 8TH FLOOR

CONSENT AND SUBORDINATION

The undersigned, _____, a _____, holder of that certain **[Mortgage]** executed by _____, a _____, dated _____, 20____, filed _____, 20____, as Document No. _____, in the office of the County Recorder in and for Hennepin County, Minnesota, and filed _____, 20____, as Document No. _____, in the office of the Registrar of Titles in and for Hennepin County, Minnesota, in favor of _____ (the “**Mortgage**”), hereby consents to the foregoing Parking Easement Agreement (7001 France Avenue – Sites B and C) (the “**Easement Agreement**”), and hereby subjects and subordinates the Mortgage and all of its right, title and interest in and to the Easement Agreement.

_____ ,
a _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

Exhibit J

Form of Plaza Easement Agreement

PLAZA EASEMENT AGREEMENT (7001 France Avenue – Sites B and C)

THIS PLAZA EASEMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 202__ (“Effective Date”), by and between the **City of Edina, Minnesota**, a Minnesota statutory city (the “City”), and [to be the current owner(s) of the Property and Easement Premises] (“Owner”).

RECITALS:

A. The Housing and Redevelopment Authority of Edina, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), the City, and Owner, as “Developer”, are parties to that certain Redevelopment Agreement (7001 France Avenue – Sites B and C) dated June 30, 2022 (the “Redevelopment Agreement”).

B. The Redevelopment Agreement provides for the redevelopment by Owner of certain real property located at or about 7001 France Avenue, as legally described on the attached Exhibit A (the “Property”) and other property adjoining the Property, collectively, referred to herein and in the Redevelopment Agreement as the “Project Area”.

C. The Property is located within the 70th and France Tax Incremental Financing District, established by the Authority pursuant to Resolution No. 2022-05, in coordination with the Authority and with the cooperation and assistance of the City.

D. The Redevelopment Agreement provides for the expenditure of certain public funds to assist in the redevelopment of the Property with certain “Minimum Improvements” which include an office/retail building containing seven (7) stories and approximately 242,000 rentable square feet of leasable space, one level of underground parking that is exclusively for the use of building tenants, and related site improvements.

E. The Minimum Improvements also include (i) an approximately 7,500 square foot ground-level, outdoor public space and amenity area generally located in the southeast corner of Site B and (ii) an approximately 10,000 square foot ground-level, outdoor public space and amenity area generally located along France Avenue on Site B (as more particularly described herein, and, collectively, referred to herein and in the Redevelopment Agreement as the “Public Plaza”), which such Public Plaza is located on that portion of the Property legally described on the attached Exhibit B-1 and depicted on the attached Exhibit B-2 (the “Plaza Property”).

F. The City and Owner have agreed in the Redevelopment Agreement that Owner shall grant an easement to the City pursuant to which the Public Plaza will be permanently open to the general public for its use and enjoyment pursuant to the terms and conditions of this Agreement.

G. Owner has agreed to own, operate, manage, and maintain the Public Plaza pursuant and subject to the terms and conditions of the Redevelopment Agreement and this Agreement.

H. The City and Owner deem it to be in their interests and in furtherance of the economic development and redevelopment plan for the Property reflected in the Redevelopment Agreement to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I.

RECITALS; EXHIBITS, DEFINITIONS

1.1. Recitals. The foregoing Recitals are true and correct statements of fact and are incorporated into this Amendment by this reference, including the definitions set forth therein.

1.2. Exhibits. All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3. Definitions. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

ARTICLE II.

GRANT OF EASEMENTS

2.1. Grant of Plaza Easement. Owner hereby grants and conveys to the City, for the benefit of the City and the general public:

(a) a non-exclusive, perpetual public easement over, across, upon and through the Plaza Property, together with and including all (i) surface improvements now or hereafter located thereon, including, without limitation, all paving, sidewalks, and pathways, and (ii) all amenities, components, and fixtures now or hereafter located thereon, including, without limitation, all benches, tables, chairs, and trash receptacles, all as required by, or reasonably inferable from, the City Approvals and/or the Redevelopment Agreement (collectively, the “Public Plaza”) for the purpose of the general public utilizing the Public Plaza and its components as a public plaza, all in accordance with and subject to the terms and conditions of this Agreement; and

(b) a non-exclusive, perpetual public easement over, across, upon and through all means of pedestrian and vehicular access to and from public rights of way, streets, alleys, public spaces, and easements appurtenant and/or used in connection with the Public Plaza located on the Property and adjoining or contiguous to the Public Plaza, all as depicted on the attached Exhibit C (collectively, the “Access Premises”, and together with the Public Plaza, collectively the “Easement Premises”), all in accordance with and subject to the terms and conditions of this Agreement.

ARTICLE III.

TERM

3.1. Term. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, shall be effective as of the date hereof, shall be perpetual, and shall remain in effect until affirmatively released by the City. Such release shall be evidenced by the recording

of a release or termination of this Agreement in the real estate records of Hennepin County, Minnesota, at which time this Agreement shall terminate.

ARTICLE IV.

USE OF EASEMENT PREMISES

4.1. Operation and Control of Easement Premises. During the term of this Agreement, Owner shall operate the Easement Premises in accordance with this Agreement and all applicable governmental laws, ordinances, regulations and orders, at Owner's sole cost and expense. Subject to the terms of this Agreement, Owner has full authority and control over the management, operation, and use of the Easement Premises. Owner is entitled to keep and retain as its own property all income and revenue produced from the use and operation of the Easement Premises during the term of this Agreement and shall have no obligation to report to or account to the City for any such income or revenue or with respect to expenses incurred by Owner in its use and operation of the Easement Premises; provided, however, all use of the Public Plaza by the general public shall be free of charge and Owner shall not charge any fee for the use of the Public Plaza pursuant to this Agreement.

4.2. Programming. From and after initial occupancy of the Minimum Improvements and during the term of this Agreement, Owner shall engage a reputable, professional firm with expertise and experience in activating and programming public spaces and cause such firm to develop, promote, and implement a placemaking vision, process, and programs designed and intended to activate and enliven pedestrian use of the Public Plaza in a first-class manner, similar to that of other public spaces located within other first-class, multi-use projects in the Minneapolis-Saint Paul metropolitan area.

4.3. Special Events. The easement rights granted hereunder include the right for the City and/or members of the general public (including organizations not affiliated with the City) to reserve and use the Public Plaza for periodic community special events (e.g., fundraising walks/runs, art fairs, holiday events, community celebrations, etc.), provided that Owner may establish an application and permit process for such special events and require that the sponsor of such special event enter into a standard form license or similar agreement with Owner for the use of the Public Plaza containing certain conditions, requirements, and restrictions which must be met by the special event's sponsor (e.g., insurance requirements, clean-up responsibilities, etc.). The terms and conditions of any such permit/application process and all such license/use agreements shall be commercially reasonable and applied to all users and special event sponsors on a non-discriminatory basis.

4.4. Security. Owner shall install and maintain as part of the Public Plaza security cameras and other reasonable public safety precautions in strategic locations on the or around the Plaza Property in a manner designed and intended to promote and maintain the safety of the lawful users of the Public Plaza.

4.5. Waste, Nuisance, Damage, Disfigurement or Injury to Easement Premises. Neither the City nor Owner shall knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Easement Premises, or any disfigurement or injury to any improvements hereafter erected or located upon the Easement Premises, or any part thereof, or the fixtures and/or equipment thereof. Owner, in its use and occupancy of the 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."

4.6. Owner's Reservation of Certain Rights. The City's easement rights under this Agreement shall be subject to the following reservations, as well as the other applicable provisions contained in this

Agreement:

(a) Owner reserves and retains the right from time to time to exclude and restrain any person or entity who is using the Public Plaza to engage in disruptive activities, including, without limitation, (i) exhibiting any placard, sign or notice, (ii) distributing any circular, handbill, placard or booklet, (iii) soliciting memberships, signatures or contributions for private, civic, public, charitable or political purposes, (iv) parading, picketing or demonstrating, or (v) failing to follow the reasonable rules and regulation promulgated by Owner in accordance with Section 4.6(e) below relating to the use and operation of the Public Plaza.

(b) Owner reserves the right to close-off any portion of the Easement Premises for such reasonable period of time as may be legally necessary, in the opinion of Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing-off any portion of the Easement Premises, Owner shall give as much written notice as reasonably practicable of its intention to do so.

(c) Owner reserves the right at any time and from time to time to exclude and restrain any private party from access to the Public Plaza for cause and on a non-discriminatory basis.

(d) Owner reserves the right to temporarily erect or place barriers in and around areas on the Easement Premises which are being constructed and/or repaired in order to ensure either safety of persons or protection of property.

(e) Owner reserves the right to adopt and enforce reasonable rules and regulations for the safe, efficient, and orderly use and operation of the Easement Premises, so long as such rules and regulations are applied on a non-discriminatory basis, do not adversely impact the City's or the public's rights to use of the Easement Premises as set forth in this Agreement, and are approved by the City Manager or its designee. By way of example and not limitation, Owner may establish the following hours of operation: from April 15 to October 31, 7:00 a.m. – 10:00 p.m. and from November 1 to April 14, 7:00 a.m. – 8:00 p.m.

ARTICLE V.

MAINTENANCE OF THE EASEMENT PREMISES

5.1. Maintenance. At all times during the term hereof, Owner, at its cost and expense, shall keep and maintain the Easement Premises and the other Minimum Improvements in good condition and repair in a first-class manner, similar to that of other public plazas located within other first-class, multi-use projects in the Minneapolis-Saint Paul metropolitan area, which such maintenance shall include, without limitation, the following:

(a) all repairs, replacements, renewals, alterations, additions and betterments thereto, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen, all as may be necessary to keep the Easement Premises and the other Minimum Improvements in the condition and repair required by this Agreement, and which are consistent with the requirements of the City Approvals and the Redevelopment Agreement, and which do not adversely impact the City's or the public's rights to use of the Easement Premises as set forth in this Agreement, and, for avoidance of doubt, such maintenance obligations shall include maintenance of the Public Art located on the Public Plaza in accordance with the Redevelopment Agreement;

(b) the inspection, repair, replacement, and maintenance of all pedestrian surfaces to a smooth and evenly-covered condition, which obligation includes, without limitation, the cleaning, sweeping, repairing and resurfacing of such pedestrian surfaces;

(c) maintaining in good working order, repairing, and replacing as necessary all domestic water, sewer, storm water, gas, electricity, power, heat, telephone, other communications service and any and all other utility or similar services used, rendered, or supplied, upon, at, from, or in connection with the Easement Premises.

(d) periodic removal of all papers, debris, filth, refuse, ice and snow, provided all sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the use of the Easement Premises;

(e) maintaining and replacing all landscaping and other vegetation;

(f) placing, keeping in repair, replacing and repainting any appropriate directional signs or markers within or associated with the Easement Premises;

(g) operating, keeping in repair, cleaning and replacing when necessary such lighting facilities as may be reasonably required, including, without limitation, all lighting necessary or appropriate for security of the Easement Premises; and

5.2. 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 Easement Premises or any part thereof, except to the extent that the Owner demonstrates that any damage to the Easement Premises was directly caused by the gross negligence or willful misconduct of the City, its employees, or agents.

ARTICLE VI.

UTILITIES

6.1. Utility Charges. During the term of this Agreement, Owner shall pay, or cause to be paid, when the same become due, all charges for water, sewer usage, storm water, 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, at, from, or in connection with the Easement Premises, or any part thereof.

TAXES AND ASSESSMENTS

7.1. Payment of Taxes and Assessments. Owner 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 during the term of this Agreement against the Easement Premises and the other Minimum Improvements. Subject to the terms of the Redevelopment Agreement, Owner shall have the right and option, at any time but solely at Owner's expense, to pay any real estate taxes or assessments in installments

or under protest or in a similar manner, or to contest the levy or amount of the same in appropriate legal or administrative proceedings.

ARTICLE VIII.

INDEMNIFICATION, INSURANCE

8.1. Indemnification of the City. Except to the extent caused by the willful misconduct or gross negligence of the City, its employees or agents, or the general public, or arising out of the default by the City and its officers, employees or agents of obligations made pursuant to a contract with Owner, including this Agreement, Owner hereby covenants and agrees to assume and to permanently indemnify and save harmless the City and its employees and agents from and against any and all claims, demands, actions, damages, costs, expenses, reasonable attorneys' fees, and liability in connection with the loss of life, personal injury and/or damage to property, to the extent arising from or out of the design or initial construction, maintenance and operation of the Easement Premises, or in connection with the use or occupancy of the Easement Premises, or any part thereof, by Owner, or to the extent arising out of the breach of Owner's obligations hereunder.

8.2. Property Insurance. At all times during the term hereof, Owner, at its sole cost and expense, shall keep the Easement Premises and the other Minimum Improvements, and all alterations, extensions, and improvements thereto and replacements thereof, insured, in the amount of the full replacement cost thereof and with such deductibles as Owner deems appropriate, against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to such improvements.

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

8.4. Liability Insurance. During the term of this Agreement, Owner shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to facilities and improvements similar to those located on the Easement Premises, at commercially reasonable coverage levels, to be reviewed from time to time by Owner: 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 use, occupancy, or condition of the Easement Premises, or any part thereof, including insuring the indemnification obligations set forth in Section 8.1 above. Such insurance shall provide that the City is an additional insured.

8.5. 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. Owner shall promptly following the City's request therefor, furnish the City with copies of 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 10 days before the cancellation becomes effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

8.6. No Obligation of the City for Insurance. 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 Easement Premises and/or any improvements hereafter located thereon.

ARTICLE IX.

ASSIGNMENT

9.1. Assignment by the City. During the term of this Agreement, the City may not assign or transfer its interest under this Agreement without the prior written consent of Owner.

9.2. Assignment by Owner. Owner may assign or otherwise transfer its interest under this Agreement in connection with any sale or transfer of the Minimum Improvements subject to the terms and conditions of the Redevelopment Agreement. The City shall recognize and approve any successors or assigns of Owner.

ARTICLE X.

CASUALTY

10.1. Destruction. In the event that all or any part of the Easement Premises and/or other portions of the Minimum Improvements are destroyed by fire or other casualty, Owner shall promptly rebuild, reconstruct and/or restore the same to the extent insurance proceeds are available or, in the event insurance proceeds are not sufficient to reconstruct and/or restore the same, to the extent insurance proceeds combined with any contributions by Owner toward reconstruction are available.

ARTICLE XI.

EMINENT DOMAIN

11.1. Major Condemnation. If all of the Easement Premises is taken, acquired, or condemned by eminent domain for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of vesting of title in the condemning authority. Each party shall make its own claim in the condemnation proceeding based upon the value of its respective interest in the Easement Premises.

ARTICLE XII.

DEFAULT AND REMEDIES

12.1. Default By Owner. If Owner fails to perform any of its obligations under this Agreement, and fails to cure such default after 30 days' written notice of such failure or, if such failure cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same, then, in such case, the City may pursue all available remedies at law and in equity, and the City may, but shall not be obligated to, cure such failure on behalf of Owner and Owner shall pay to the City all sums due and owing on account thereof. The City shall submit a statement to Owner evidencing the costs incurred to cure such failure. If Owner 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 Property as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

ARTICLE XIII.

MISCELLANEOUS

13.1. Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner:	At the address of record for real property tax assessment notices with respect to the Property, or at such other address as either party shall have specified by written notice delivered in accordance with this section.
-----------------------	--

In the case of the City:	City of Edina Attn: City Manager 4801 West 50th Street Edina, MN 55424
--------------------------	---

with a copy to:	Dorsey & Whitney LLP Attn: Jay Lindgren 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402
-----------------	--

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

13.2. Survival. The easements granted hereby and each reservation, covenant, condition and restriction contained in this Agreement will run with the land and will be binding upon, and inure to the benefit of, as the case may be, Owner and the City and their respective successors and assigns.

13.3. Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Premises to the general public.

13.4. 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.

13.5. Private Easement and Restriction Agreement. The Project Area is subject to the terms of that certain Easement and Restriction Agreement dated March 24, 2022, originally by and between U.S. Bank National Association, a national banking association, and MDI France Avenue, LLC, a Minnesota limited liability company, recorded on March 29, 2022, with the Hennepin County Registrar of Titles as Document No. 5932919 (the "Private ERA"). The rights granted to the City, the Authority, and/or the general public hereunder, shall be subject to the provisions of the Private ERA; provided, however, Owner hereby represents, warrants, and covenants that the Private ERA does not and will not prohibit the granting of, or the use and enjoyment of, the Easement Premises and/or the other rights granted to the City, the Authority, and/or the general public hereunder.

13.6. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, Owner represents and warrants that 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. Owner shall cause this Agreement to constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any construction lender or permanent lender and for the rights of any such lender to be subordinated to this Agreement and the City's rights and interests hereunder.

13.7. 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 either party unless in writing and signed by both parties.

13.8. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Owner to enforce the provisions of this Agreement, Owner agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City in connection with the action.

13.9. Governing Law. This Agreement is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

13.10. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

13.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY:

CITY OF EDINA, MINNESOTA

By: _____
_____, Mayor

By: _____
_____, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, the Mayor and City Manager respectively, of the City of Edina, Minnesota, on behalf of the City.

Notary Public

OWNER:

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by
_____, the _____ of _____, a
_____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

Lot 1, Block 1, A M N Addition, Hennepin County, Minnesota

Exhibit B-1

Legal Description of Plaza Property

Exhibit B-2

Depiction of the Plaza Property

INSERT THE L1.0 and L1.1 sheets here (or other final documents that illustrate the plaza(s))

Exhibit C

Legal Description/Depiction of Access Premises

CONSENT AND SUBORDINATION

The undersigned, _____, a _____, holder of that certain **[Mortgage]** executed by _____, a _____, dated _____, 20____, filed _____, 20____, as Document No. _____, in the office of the County Recorder in and for Hennepin County, Minnesota, and filed _____, 20____, as Document No. _____, in the office of the Registrar of Titles in and for Hennepin County, Minnesota, in favor of _____ (the “**Mortgage**”), hereby consents to the foregoing Plaza Easement Agreement (7001 France Avenue – Sites B and C) (the “**Easement Agreement**”), and hereby subjects and subordinates the Mortgage and all of its right, title and interest in and to the Easement Agreement.

_____ ,
a _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

Exhibit K

Equity and Inclusion Community Engagement Plan

[See attached.]



Community Participation Plan

Mortenson knows how critically important community participation is. We are committed to provide opportunities to participate in and benefit from the construction of projects to a broad and diverse membership of the community. Mortenson's community participation plan is a multi-faceted program to achieve meaningful participation in the project by the local community, including people of color; women, minority and women owned businesses, and other targeted members of the community. The main components of our plan are aimed at 1) maximizing participation and 2) ensuring that all targeted businesses that participate in the project have a successful experience which will benefit their organization for further opportunities. Our program successes are demonstrated on such projects as the Minneapolis Convention Center Expansion, Minneapolis Central Library, FedExForum, Target Field, Sprint Center, KFC YUM! Center, Salt River Fields, US Bank Stadium and numerous other projects in both public and private sectors across the country.

The major features of Mortenson's Community Participation Program include the following:

- Maximizing Local and MWBE Contracting
- Community Outreach
- Workforce Diversity
- Technical Assistance
- Internship Program

Maximizing Local and MWBE Contracting

Strengthening the minority and female business community economically contributes to the overall economic growth and expansion of our markets. Mortenson's program is designed to achieve meaningful and lasting benefits to the community through business opportunity that enable local, female and minority businesses to enhance and further develop and grow their businesses.

Initiatives for maximizing local, women and minority business participation include:

- A. Structuring bid packages to allow for maximum participation by local women and minority owned businesses, including targeting specific scopes of work for MWBE firms.

B. Collaborating with local, women and minority business organizations to identify firms for participation on the project.

National Association of Minority Contractors

Hispanic Contractor Association

Association of Women Contractors

Ethnic Chambers of Commerce

Economic Development Associations

C. Establishing aggressive goals consistent with the availability of MWBE firms in the marketplace.

D. Facilitating majority and MWBE partnerships.

E. Developing an accelerated payment process for small, minority and women owned businesses to ease the cash flow difficulties such firms may experience.

F. Developing a retention reduction plan.

Community Engagement

Mortenson believes in focused relationship-building and active, visible and sustained outreach to the community. Mortenson's outreach approach is aimed at identifying, attracting, qualifying and building interest and enthusiasm for the project to the local and MWBE contracting community. We accomplish this through the following strategies:

A. Contractor open houses to explain the bid packages, procurement schedule and process to interested bidders.

B. Conduct pre-bid informational meetings to inform and advise local and MWBE contractors of the potential opportunities on the project.

C. Communication via Internet, Radio, Newspaper, Plan Rooms.

D. Liaison with community organizations, Neighborhood Groups, Elected Officials, Community Leaders, and Agencies.

Workforce Diversity

Mortenson is committed to ensuring that the community participates in the construction through meaningful employment opportunities. We have created initiatives that have led to an infusion of

women and people of color into the construction trades. Maximizing participation opportunities for the local workforce, including women and minorities, includes:

A. Collaborating with community based organizations to assist with the recruitment and referral of workers.

- a. Urban League
- b. NAACP
- c. American Indian OIC
- d. Goodwill Industries Construction Program
- e. Etc.

B. Implementing the Community Workforce Program which provides construction entry-level employment opportunities for motivated unemployed and under-employed residents through short-term “hands on” industry experience from which participants can learn and identify a career path should they desire to pursue opportunities within the construction industry.

Mentoring/Technical Assistance

To address capacity building of small, women and minority businesses, Mortenson developed a MWBE Resource Center as a tool to strengthen and expand small, women and minority businesses in the community. The resource center provides a knowledge base and technical assistance in all facets of the construction business, with Mortenson personnel and consultants utilized as construction experts providing guidance and support. The services of the resource center are concentrated around business development, business administration, project management and technical services for MWBE firms to develop and enhance their capabilities and competencies for future growth.

Internship Program

Mortenson’s internship program offers high school and college students the opportunity to participate in paid summer internships that will expose them to the construction industry and give students the opportunity to gain experience in varied aspects of the construction business.

Program Administration

Lynn Littlejohn, Vice President of Community Affairs, provides leadership in the implementation and monitoring of the Community Participation Plan.

Exhibit L

Form of Equity and Inclusion Report

Equity and Inclusion Report
(7001 France Avenue – Sites B and C)

<u>Project Name & Address:</u> 7001 France Avenue (Sites B and C), Edina, Minnesota						
<u>Developer:</u> _____ (as successor to MDI FRANCE AVENUE, LLC)						
<u>General Contractor:</u> M.A. Mortenson Company						
Construction Trade	Total Hours Worked	Hours Worked by Under-Represented Groups			%	Names of Employers
		BIPOC Men	BIPOC Women	Non-BIPOC Women		
Demolition					__%	
Grading/Excavation					__%	
Carpentry					__%	
Concrete					__%	
Masonry					__%	
Electrical					__%	
Plumbing					__%	
Glass & Glazing					__%	
Painting & Finishes					__%	
Site Work					__%	
Other					__%	
Total					__%	NA
BIPOC includes workers whose ethnicity includes black, indigenous and other people of color						

	Target	Actual	Good Faith Efforts made?	Goal Achieved
% Hours worked by BIPOC / minority	32%		Yes or No	Yes or No

workers (men and women combined) =				
% Hours worked by women (BIPOC and Non-BIPOC combined) =	10%		Yes or No	Yes or No

Summary of Certified* Women-Owned Business Enterprises			
Name of Business (common name and dba)	City & State	Description of Trade	Value of Sub-Contract

*Certified means any business entity that is formally recognized as a disadvantaged business entity (typically women-owned or minority-owned) by the State of Minnesota or other Minnesota-based entity.

Summary of Certified* Minority-Owned Business Enterprises			
Name of Business (common name and dba)	City & State	Description of Trade	Value of Sub-Contract

*Certified means any business entity that is formally recognized as a disadvantaged business entity (typically women-owned or minority-owned) by the State of Minnesota or other Minnesota-based entity.

Total Cost of General Contractor and Subcontracted Work:	Total Subcontracted Work awarded to certified MBEs	Total Subcontracted Work awarded to certified WBEs	Combined total:
\$ _____	\$ _____	\$ _____	_____ %

	Target	Actual	Good Faith Efforts made?	Goal Achieved
% Subcontracted Work awarded to MBE	Na		Yes or No	Yes or No
% Subcontracted Work awarded to WBE	Na		Yes or No	Yes or No
Total % Subcontracted Work awarded to MBE and WBE	25%		Yes or No	Yes or No

Pursuant to and in accordance with Section 4.9 of that certain Redevelopment Agreement dated _____, 2022 by and among the **City of Edina, Minnesota**, a Minnesota statutory city (the “City”), the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and _____ (as successor to MDI France Avenue, LLC, a Minnesota limited liability company) (“Developer”), Developer hereby represents, warrants, and certifies to the City and the Authority that the information provide in or connection with this report is true and correct in all material respects.

DEVELOPER:

By: _____

Name: _____

Its: _____

Exhibit M-1

Form of Commencement Default Site C Purchase Right Agreement

**PURCHASE RIGHT AGREEMENT
(Commencement Default)
(7001 France Avenue – Sites B and C)**

THIS PURCHASE RIGHT AGREEMENT (this “Agreement”) is made and entered into this 30th day of June, 2022_ (“Effective Date”), by and among the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and **MDI France Avenue, LLC**, a Minnesota limited liability company (“Owner”).

RECITALS:

A. Owner is the current fee owner of that certain real property located at or about the intersection of France Avenue and 70th Street West, in Edina, Minnesota and legally described as (i) Lot 1, Block 1, A M N Addition, Hennepin County, Minnesota (referred to herein as “Site B”) and (ii) Lot 3, Block 1, A M N Addition, Hennepin County, Minnesota (referred to herein as “Site C”, together with Site B, collectively, the “Property”).

B. The Property is located within the 70th and France Tax Incremental Financing District, established by the Authority pursuant to Resolution No. 2022-05 (the “TIF District”).

C. The Authority, the City of Edina, Minnesota, a Minnesota municipal corporation (the “City”), and Owner, as “Developer”, are parties to that certain Redevelopment Agreement (7001 France Avenue – Site B and C) dated June 30, 2022 (the “Redevelopment Agreement”), which Redevelopment Agreement provides for the redevelopment by Owner of the Property with certain “Minimum Improvements” which are anticipated to consist of (i) a office/retail containing seven (7) stories and approximately 242,000 rentable square feet of leasable space, one level of underground parking that is exclusively for the use of building tenants, and related site improvements (collectively, the “Commercial Element”) all to be located on Site B, and (ii) an 8-level, approximately 170,357 gross square feet district parking facility with approximately 540 parking stalls (including public parking stalls) and an approximately 1,300 square foot bicycle facility and including an on-site solar array (collectively, the “District Parking Facility”) all to be located on Site C.

D. The Redevelopment Agreement further sets forth the terms and conditions upon which the City and Authority will provide Owner with certain tax increment financing from the TIF District to assist in the redevelopment of the Property with the Minimum Improvements.

E. The City, Authority and Owner have agreed in the Redevelopment Agreement that the Authority shall have a right to purchase Site C upon the occurrence of certain conditions more particularly described herein.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. Recitals; Definitions. The Recitals are true and correct statements of fact and are incorporated into this Agreement by this reference, including the definitions set forth therein. Each capitalized term used herein and the Recitals, unless otherwise defined, shall have the respective meaning ascribed to such term in the Redevelopment Agreement.

2. Purchase Right. Upon and subject to the terms hereof, Owner hereby grants to the Authority, and the Authority hereby accepts, the right (the "Purchase Right") to acquire Owner's fee title interest in Site C, together with all improvements thereon and easements and other rights benefiting or appurtenant thereto (collectively, the "Option Property"). The Authority may exercise the Purchase Right by the Authority giving written notice to Owner of the Authority's election to exercise the Purchase Right (the "Election Notice") at any time after the occurrence of either of the following events, but in no event later than **December 31, 2028** (the "Option Deadline"):

(a) an uncured Site B Commencement Default in accordance with Section 4.1(b) of the Redevelopment Agreement, or

(b) the earlier termination of the Redevelopment Agreement prior to Commencement of the Commercial Element.

3. Purchase Price. The purchase price to be paid by the Authority for the Option Property upon the Authority's exercise of the Purchase Right (the "Purchase Price") shall be the sum of following three (3) cost components (acquisition costs, site preparation costs, and holding costs) incurred by Owner:

(a) An acquisition costs component of the purchase price for Site C in the amount of **31.5%** of Owner's total documented acquisition costs of Site B and Site C, not to exceed **\$2,286,512.00**.

(b) A site preparation costs component of the purchase price for Site C in the amount of **15.6%** of Owner's total documented site preparation costs for the Project Area that are not reimbursed by TIF or grant funds, and which in any event, shall not exceed **\$1,090,452.00**.

(c) The holding costs component of the purchase price for Site C in the amount of **31.5%** of Owner's total documented property taxes, insurance, and the customary and ordinary interest and financing costs incurred by Owner for Site B and Site C from **January 1, 2023** to the date of Closing.

All such costs components that contribute to the Purchase Price are subject to review and confirmation by the Authority, and Owner shall promptly provide all such documentation reasonably requested by the Authority to confirm the same.

4. Owner Obligations. In connection with the Purchase Right, Owner shall:

(a) within 15 days after receipt of the Election Notice, deliver to the Authority a current commitment (the "Commitment") for an ALTA Form Owner's Policy of Title Insurance ("Title Policy") insuring title to the Option Property issued by a reputable title company (the "Title Company"), legible copies of all documents cited, raised as exceptions or noted in the title commitment and Owner's most recent survey of the Option Property;

(b) at Closing, deliver the Option Property free and clear of all liens, tenancies, encumbrances, and other interests except those approved by the Authority in its sole and absolute discretion (the "Permitted Encumbrances") (provided, if necessary, at Closing, the City, the

Authority, and Owner, as applicable, shall join in a partial release of the Redevelopment Agreement). Notwithstanding the foregoing, the Parking Easement Agreement will be a Permitted Encumbrance.

5. Closing. The closing of the Purchase Right (the “Closing”) shall occur on a date mutually acceptable to the Authority and Owner, but no later than 120 days after the Authority delivers its Election Notice to Owner (the “Closing Date”). Owner shall deliver exclusive possession of the Option Property to the Authority on the Closing Date, subject only to Permitted Encumbrances.

6. Closing Deliveries.

(a) Owner’s Closing Deliveries. On the Closing Date, Owner shall execute and deliver to the Authority the following, all in form and content reasonably satisfactory to the Authority: (i) a limited warranty deed (the “Deed”) conveying the Option Property to the Authority subject only to the Permitted Encumbrances; (ii) a non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations; and (iii) such affidavits, certificates or other documents as may be reasonably required by the Title Company in order to record the Deed and issue the Title Policy, subject only to Permitted Encumbrances.

(b) The Authority’s Closing Deliveries. On the Closing Date, the Authority will execute and/or deliver to Owner the following: (i) Purchase Price; and (ii) such affidavits, certificates or other documents as may be reasonably required by Title Company in order to record the Deed and issue the Title Policy.

7. Prorations. Owner and the Authority agree to the following prorations and allocation of costs regarding this Agreement and Option Property acquired by the Authority:

(a) Title Charges and Closing Fee. Owner shall pay the cost of the Title Commitment and removing any title defects or encumbrances which are not Permitted Encumbrances. The Authority will pay all title insurance premiums required for the issuance of the Title Policy, including the cost of all additional endorsements thereto. Owner will pay any closing fee or charge imposed by Title Company.

(b) Taxes. Owner shall pay all state deed tax or transfer tax or fee payable in connection with this transaction. Special assessments, if any, shall be paid in full by Owner on or before the Closing Date. Real estate taxes shall be prorated as of the Closing Date. Accordingly, Owner shall pay all real estate taxes due and payable up to the Closing Date and the Authority shall pay all real estate taxes due and payable on and after the Closing Date.

(c) Other Income and Expenses. All income (including, without limitation, rents) and other expenses shall be prorated and adjusted as of the Closing Date.

(d) Attorney’s Fees. Each of the parties will pay its own attorney’s fees.

8. Warranties and Representations by Owner. Owner warrants and represents to the Authority as follows:

(a) Owner has the requisite power and authority (including all necessary approvals and authorizations) to enter into and perform this Agreement and those closing documents to be signed by it; such documents have been duly authorized by all necessary action on the part of Owner

and have been or will be duly executed and delivered; such execution, delivery and performance by Owner of such documents does not and will not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which Owner is a party, or any law, statute, rule or regulation by which Owner is bound; such documents are and will be valid and binding obligations of Owner, and are and will be enforceable in accordance with their terms.

(b) As of the Closing Date, the Option Property is free and clear of all encumbrances, except the Permitted Encumbrances.

9. Condemnation; Casualty. If eminent domain proceedings are commenced against all or a part of the Option Property, or if all or a substantial part of the Option Property is damaged by fire or other casualty, on or before the Closing Date, Owner shall immediately give written notice to the Authority, and the Authority shall have the right to terminate any exercised Purchase Right by giving written notice of such termination to Owner within 30 days after Owner's notice of such proceedings is given to the Authority. If the Authority shall fail to give such notice, then the parties shall proceed to Closing, and Owner shall assign to the Authority all rights to appear in and receive any award from such proceedings and/or any insurance proceeds, as applicable.

10. Remedies. If the Authority defaults in performance of its obligations under the Purchase Right, Owner shall have the right to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21 (inclusive of a minimum 30-day notice and right to cure) as its sole and exclusive remedy. In no event shall Owner shall have any right to assert any claim for monetary or other compensatory damages against the Authority with respect to any alleged breach of this Agreement by the Authority and Owner will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages arising from any such breach. If Owner defaults in performance of its obligations under this Agreement, the Authority may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Owner under this Agreement.

11. Term. The rights and other interests granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, shall be effective as of the date hereof, shall remain in effect until the earlier to occur of the following events:

(a) the Closing;

(b) the Authority affirmatively terminates this Agreement in writing in its sole and absolute discretion, which such termination shall be evidenced by the recording of a release or termination of this Agreement in the real estate records of Hennepin County, Minnesota, at which time this Agreement shall terminate;

(c) this Agreement is terminated by Owner as a result of an uncured default by the Authority under Section 10 hereof;

(d) the Option Deadline, if, and only if, as of the Option Deadline the Authority has not yet delivered its Election Notice and it is entitled to do so hereunder, in which event, this Agreement shall automatically terminate and be of no further force and effect without the necessity of further action or instrument;

(e) the Commencement of the Commercial Element on Site B, in which event, this Agreement shall automatically terminate and be of no further force and effect without the necessity of further action or instrument; provided, however, at financial closing for the Commercial

Element, the Authority will deliver an executed and recordable release of this Agreement into escrow with the title company administering such closing and authorize the recording of such release upon the occurrence of such Commencement.

12. Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner: At the address of record for real property tax assessment notices with respect to the applicable parcel(s) of the Property

In the case of the Authority: Housing and Redevelopment Authority of Edina,
Minnesota
Attention: Executive Director
4801 West 50th Street
Edina, MN 55424

with a copy to: Dorsey & Whitney LLP
Attn: Jay Lindgren
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

13. Successors and Assigns. The rights and other interests granted hereby and each reservation, covenant, condition and restriction contained in this Agreement will run with the land and will be binding upon, and inure to the benefit of, as the case may be, Owner and the Authority and their respective successors and assigns. The Authority, its successors and assigns, may assign or otherwise transfer its interest under this Agreement to any other public entity (including, without limitation, the Authority) without the consent of Owner. Owner may transfer the Property and assign its interest under this Agreement to a transferee subject to the terms and conditions of the Redevelopment Agreement. Except as provided in this Section 12, neither party may assign or otherwise transfer its interest under this Agreement without the other parties' prior written consent.

14. 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.

15. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, Owner represents and warrants that 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. Owner shall cause this Agreement to constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any construction lender or permanent lender and for the rights of any such lender to be subordinated to this Agreement and the Authority's rights and interests hereunder.

16. 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 either party unless in writing and signed by both parties.

17. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Owner to enforce the provisions of this Agreement, Owner agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the Authority in connection with the action.

18. Governing Law. This Agreement is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

19. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

21. Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of Hennepin County. However, Owner shall cause a memorandum of this Agreement to be so recorded or filed in the form attached as Exhibit A. At the time of execution of this Agreement the parties hereto will also execute and acknowledge such memorandum of this Agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AUTHORITY:

**HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA**

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

OWNER:

MDI France Avenue, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by _____, the _____ of MDI France Avenue, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Memorandum of Agreement

**MEMORANDUM OF PURCHASE RIGHT AGREEMENT
(Commencement Default)**

(7001 France Avenue – Sites B and C)

This Memorandum of Purchase Right Agreement (Commencement Default) (this “Memorandum”) is entered into as of June 30, 2022, by and between the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“Authority”), and **MDI France Avenue, LLC**, a Minnesota limited liability company (“Owner”).

RECITALS:

A. The Authority, Developer, and the City of Edina, Minnesota (the “City”) have entered into a certain Redevelopment Agreement dated as of an even date herewith (as the same may be amended, modified, and/or supplemented from time to time, the “Redevelopment Agreement”), whereby the parties have agreed to various aspects of the redevelopment of certain real property more particularly described on the attached Exhibit A (the “Property”) and certain adjoining property.

B. Pursuant to the Redevelopment Agreement, the Authority and Owner have entered into a certain Purchase Right Agreement (Commencement Default) dated as of an even date herewith (as the same may be amended, modified, and/or supplemented from time to time, the “Purchase Right Agreement”), whereby the Authority and Owner have agreed to that the Authority would have the right to purchase Property upon the occurrence of certain conditions more particularly described in the Purchase Right Agreement.

C. The parties wish to give notice of the existence of the Purchase Right Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are incorporated by reference as if fully set forth herein. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Purchase Right Agreement.

2. This Memorandum has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship relating to the Property has been created between the parties in accordance with the terms, covenants, and conditions of the Purchase Right Agreement. The parties intend, declare and covenant, on behalf of themselves and all future owners and operators of the Property, that the Purchase Right Agreement and the covenants and restrictions set forth therein (a) shall be and are covenants running with the Property, encumbering the Property, binding upon the parties’ successors in title and all subsequent owners and operators of the Property; (b) are not merely personal covenants of the parties; and (c) shall bind the parties and their respective successors and assigns.

3. The terms and conditions of the Purchase Right Agreement are incorporated by reference into this Memorandum as if fully set forth herein, including, without limitation, that the Purchase Right

Agreement shall automatically terminate and be of no further force and effect without the necessity of further action or instrument:

(a) if, as of **December 31, 2028**, the Authority has not yet delivered its Election Notice and it is entitled to do so under the Purchase Right Agreement; or

(b) upon the Commencement of the Commercial Element on Site B, in accordance with the Redevelopment Agreement.

4. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

MDI France Avenue, LLC,
a Minnesota limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of MDI France Avenue, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description

Real property in the City of Edina, County of Hennepin, State of Minnesota, described as follows:

Lot 3, Block 1, A M N Addition, Hennepin County, Minnesota.

CONSENT AND SUBORDINATION

The undersigned, _____, a _____, holder of that certain [Mortgage] executed by _____, a _____, dated _____, 20____, filed _____, 20____, as Document No. _____, in the office of the County Recorder in and for Hennepin County, Minnesota, and filed _____, 20____, as Document No. _____, in the office of the Registrar of Titles in and for Hennepin County, Minnesota, in favor of _____ (the "Mortgage"), hereby consents to the foregoing Purchase Right Agreement (7001 France Avenue – Site B and C) (the "Easement Agreement"), and hereby subjects and subordinates the Mortgage and all of its right, title and interest in and to the Easement Agreement.

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

Exhibit M-2

Form of Future Site C Purchase Right Agreement

PURCHASE RIGHT AGREEMENT (Future) (7001 France Avenue – Site B and C)

THIS PURCHASE RIGHT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 202__ (“Effective Date”), by and among the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and [to be the current owner(s) of the Property] (“Owner”).

RECITALS:

A. Owner is the current fee owner of that certain real property located at or about the intersection of France Avenue and 70th Street West, in Edina, Minnesota and legally described as (i) Lot 1, Block 1, A M N Addition, Hennepin County, Minnesota (referred to herein as “Site B”) and (ii) Lot 3, Block 1, A M N Addition, Hennepin County, Minnesota (referred to herein as “Site C”, together with Site B, collectively, the “Property”).

B. The Property is located within the 70th and France Tax Incremental Financing District, established by the Authority pursuant to Resolution No. 2022-05 (the “TIF District”).

C. The Authority, the City of Edina, Minnesota, a Minnesota municipal corporation (the “City”), and Owner, as “Developer”, are parties to that certain Redevelopment Agreement (7001 France Avenue – Site B and C) dated June 30, 2022 (the “Redevelopment Agreement”), which Redevelopment Agreement provides for the redevelopment by Owner of the Property with certain “Minimum Improvements” which are anticipated to consist of (i) a office/retail containing seven (7) stories and approximately 242,000 rentable square feet of leasable space, one level of underground parking that is exclusively for the use of building tenants, and related site improvements (collectively, the “Commercial Element”) all to be located on Site B, and (ii) an 8-level, approximately 170,357 gross square feet district parking facility with approximately 540 parking stalls (including public parking stalls) and an approximately 1,300 square foot bicycle facility and including an on-site solar array (collectively, the “District Parking Facility”) all to be located on Site C.

D. The Redevelopment Agreement further sets forth the terms and conditions upon which the City and Authority will provide Owner with certain tax increment financing from the TIF District to assist in the redevelopment of the Property with the Minimum Improvements.

A. The City, Authority and Owner have agreed in the Redevelopment Agreement that the Authority shall have a future right to purchase Site C and the improvements thereon (including the District Parking Facility if then constructed) upon the occurrence of certain conditions more particularly described herein.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. Recitals; Definitions. The Recitals are true and correct statements of fact and are incorporated into this Agreement by this reference, including the definitions set forth therein. Each capitalized term used herein and the Recitals, unless otherwise defined, shall have the respective meaning ascribed to such term in the Redevelopment Agreement.

2. Purchase Right. Upon and subject to the terms hereof, Owner hereby grants to the Authority, and the Authority hereby accepts, the right (the "Purchase Right") to acquire Owner's fee title interest in Site C, together with all improvements thereon and easements and other rights benefiting or appurtenant thereto (collectively, the "Option Property"), for a purchase price of \$1.00 (the "Purchase Price"). The Authority may exercise the Purchase Right by the Authority giving written notice to Owner of the Authority's election to exercise the Purchase Right (the "Election Notice") at any time after the occurrence of any of the following events:

(a) Owner determines to no longer provide parking on Site C to benefit Site B and the Commercial Element at the levels described in the Redevelopment Agreement; or

(b) Owner fails to maintain the District Parking Facility in a manner that allows ongoing safe use and occupancy of the District Parking Facility in accordance with the terms of the Parking Easement Agreement and such failure continues beyond the applicable notice and cure period set forth in the Parking Easement Agreement. The determination of safe occupancy shall be made by the Chief Building Official or other authority having jurisdiction based upon building, fire and safety codes and related law applicable to the Option Property.

3. Owner Obligations. In connection with the Purchase Right, Owner shall:

(a) within 15 days after receipt of the Election Notice, deliver to the Authority a current commitment (the "Commitment") for an ALTA Form Owner's Policy of Title Insurance ("Title Policy") insuring title to the Option Property issued by a reputable title company (the "Title Company"), legible copies of all documents cited, raised as exceptions or noted in the title commitment and Owner's most recent survey of the Option Property;

(b) at Closing, deliver the Option Property free and clear of all liens, tenancies, encumbrances, and other interests except those approved by the Authority in its sole and absolute discretion (the "Permitted Encumbrances") (provided, if necessary, at Closing, the City, the Authority, and Owner, as applicable, shall join in a partial release of the Redevelopment Agreement). Notwithstanding the foregoing, the Parking Easement Agreement will be a Permitted Encumbrance.

4. Closing. The closing of the Purchase Right (the "Closing") shall occur on a date mutually acceptable to the Authority and Owner, but no later than 120 days after the Authority delivers its Election Notice to Owner (the "Closing Date"). Owner shall deliver exclusive possession of the Option Property to the Authority on the Closing Date, subject only to Permitted Encumbrances.

5. Closing Deliveries.

(a) Owner's Closing Deliveries. On the Closing Date, Owner shall execute and deliver to the Authority the following, all in form and content reasonably satisfactory to the Authority: (i) a limited warranty deed (the "Deed") conveying the Option Property to the Authority subject only to the Permitted Encumbrances; (ii) a non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations; and (iii) such affidavits, certificates or other documents as may be reasonably required by the Title

Company in order to record the Deed and issue the Title Policy, subject only to Permitted Encumbrances.

(b) The Authority's Closing Deliveries. On the Closing Date, the Authority will execute and/or deliver to Owner the following: (i) Purchase Price; and (ii) such affidavits, certificates or other documents as may be reasonably required by Title Company in order to record the Deed and issue the Title Policy.

6. Prorations. Owner and the Authority agree to the following prorations and allocation of costs regarding this Agreement and Option Property acquired by the Authority:

(a) Title Charges and Closing Fee. Owner shall pay the cost of the Title Commitment and removing any title defects or encumbrances which are not Permitted Encumbrances. The Authority will pay all title insurance premiums required for the issuance of the Title Policy, including the cost of all additional endorsements thereto. Owner will pay any closing fee or charge imposed by Title Company.

(b) Taxes. Owner shall pay all state deed tax or transfer tax or fee payable in connection with this transaction. Special assessments, if any, shall be paid in full by Owner on or before the Closing Date. Real estate taxes shall be prorated as of the Closing Date. Accordingly, Owner shall pay all real estate taxes due and payable up to the Closing Date and the Authority shall pay all real estate taxes due and payable on and after the Closing Date.

(c) Other Income and Expenses. All income (including, without limitation, rents) and other expenses shall be prorated and adjusted as of the Closing Date.

(d) Attorney's Fees. Each of the parties will pay its own attorney's fees.

7. Warranties and Representations by Owner. Owner warrants and represents to the Authority as follows:

(a) Owner has the requisite power and authority (including all necessary approvals and authorizations) to enter into and perform this Agreement and those closing documents to be signed by it; such documents have been duly authorized by all necessary action on the part of Owner and have been or will be duly executed and delivered; such execution, delivery and performance by Owner of such documents does not and will not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which Owner is a party, or any law, statute, rule or regulation by which Owner is bound; such documents are and will be valid and binding obligations of Owner, and are and will be enforceable in accordance with their terms.

(b) As of the Closing Date, the Option Property is free and clear of all encumbrances, except the Permitted Encumbrances.

8. Condemnation; Casualty. If eminent domain proceedings are commenced against all or a part of the Option Property, or if all or a substantial part of the Option Property is damaged by fire or other casualty, on or before the Closing Date, Owner shall immediately give written notice to the Authority, and the Authority shall have the right to terminate any exercised Purchase Right by giving written notice of such termination to Owner within 30 days after Owner's notice of such proceedings is given to the Authority. If the Authority shall fail to give such notice, then the parties shall proceed to Closing, and Owner shall assign to the Authority all rights to appear in and receive any award from such proceedings and/or any insurance proceeds, as applicable.

9. Remedies. If the Authority defaults in performance of its obligations under the Purchase Right, Owner shall have the right to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21 (inclusive of a minimum 30-day notice and right to cure) as its sole and exclusive remedy. In no event shall Owner shall have any right to assert any claim for monetary or other compensatory damages against the Authority with respect to any alleged breach of this Agreement by the Authority and Owner will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages arising from any such breach. If Owner defaults in performance of its obligations under this Agreement, the Authority may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Owner under this Agreement.

10. Term. The rights and other interests granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, shall be effective as of the date hereof, shall be perpetual, and shall remain in effect until Closing, until affirmatively released by the Authority in writing, or if this Agreement is terminated by Owner as a result of an uncured default by the Authority under Section 9 hereof. Any release of this Agreement by the Authority shall be evidenced by the recording of a release or termination of this Agreement in the real estate records of Hennepin County, Minnesota, at which time this Agreement shall terminate.

11. Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner:	At the address of record for real property tax assessment notices with respect to the applicable parcel(s) of the Property
-----------------------	--

In the case of the Authority:	Housing and Redevelopment Authority of Edina, Minnesota Attention: Executive Director 4801 West 50th Street Edina, MN 55424
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with a copy to:	Dorsey & Whitney LLP Attn: Jay Lindgren 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402
-----------------	--

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

12. Successors and Assigns. The rights and other interests granted hereby and each reservation, covenant, condition and restriction contained in this Agreement will run with the land and will be binding upon, and inure to the benefit of, as the case may be, Owner and the Authority and their respective successors and assigns. The Authority, its successors and assigns, may assign or otherwise transfer its interest under this Agreement to any other public entity (including, without limitation, the Authority) without the consent of Owner. Owner may transfer the Property and assign its interest under this Agreement to a transferee subject to the terms and conditions of the Redevelopment Agreement. Except as provided in this Section 12, neither party may assign or otherwise transfer its interest under this Agreement without the other parties' prior written consent.

13. 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.

14. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, Owner represents and warrants that 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. Owner shall cause this Agreement to constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any construction lender or permanent lender and for the rights of any such lender to be subordinated to this Agreement and the Authority's rights and interests hereunder.

15. 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 either party unless in writing and signed by both parties.

16. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Owner to enforce the provisions of this Agreement, Owner agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the Authority in connection with the action.

17. Governing Law. This Agreement is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

18. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

20. Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of Hennepin County. However, Owner shall cause a memorandum of this Agreement to be so recorded or filed in the form attached as **Exhibit A**. At the time of execution of this Agreement the parties hereto will also execute and acknowledge such memorandum of this Agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AUTHORITY:

**HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA**

By: _____
_____, Chair

By: _____
_____, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____,
by _____ and _____, the Chair and Secretary, respectively, of the
Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

OWNER:

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by
_____, the _____ of _____, a
_____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Memorandum of Agreement

**MEMORANDUM OF PURCHASE RIGHT AGREEMENT
(Future)**

(7001 France Avenue – Site B and C)

This Memorandum of Purchase Right Agreement (Commencement Default) (this “Memorandum”) is entered into as of _____, 202____, by and between the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“Authority”), and [to be the current owner(s) of the Property] (“Owner”).

RECITALS:

A. The Authority, Developer, and the City of Edina, Minnesota (the “City”) have entered into a certain Redevelopment Agreement dated as of an even date herewith (as the same may be amended, modified, and/or supplemented from time to time, the “Redevelopment Agreement”), whereby the parties have agreed to various aspects of the redevelopment of certain real property more particularly described on the attached Exhibit A (the “Property”) and certain adjoining property.

B. Pursuant to the Redevelopment Agreement, the Authority and Owner have entered into a certain Purchase Right Agreement (Future) dated as of an even date herewith (as the same may be amended, modified, and/or supplemented from time to time, the “Purchase Right Agreement”), whereby the Authority and Owner have agreed to that the Authority would have the right to purchase Property upon the occurrence of certain conditions more particularly described in the Purchase Right Agreement.

C. The parties wish to give notice of the existence of the Purchase Right Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are incorporated by reference as if fully set forth herein. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Purchase Right Agreement.

2. This Memorandum has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship relating to the Property has been created between the parties in accordance with the terms, covenants, and conditions of the Purchase Right Agreement. The parties intend, declare and covenant, on behalf of themselves and all future owners and operators of the Property, that the Purchase Right Agreement and the covenants and restrictions set forth therein (a) shall be and are covenants running with the Property, encumbering the Property, binding upon the parties’ successors in title and all subsequent owners and operators of the Property; (b) are not merely personal covenants of the parties; and (c) shall bind the parties and their respective successors and assigns.

3. The terms and conditions of the Purchase Right Agreement are incorporated by reference into this Memorandum as if fully set forth herein.

4. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

HOUSING AND REDEVELOPMENT
AUTHORITY OF EDINA, MINNESOTA

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

OWNER:

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by
_____, the _____ of _____, a
_____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street
Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description

Real property in the City of Edina, County of Hennepin, State of Minnesota, described as follows:

Lot 3, Block 1, A M N Addition, Hennepin County, Minnesota.

CONSENT AND SUBORDINATION

The undersigned, _____, a _____, holder of that certain **[Mortgage]** executed by _____, a _____, dated _____, 20____, filed _____, 20____, as Document No. _____, in the office of the County Recorder in and for Hennepin County, Minnesota, and filed _____, 20____, as Document No. _____, in the office of the Registrar of Titles in and for Hennepin County, Minnesota, in favor of _____ (the “Mortgage”), hereby consents to the foregoing Purchase Right Agreement (7001 France Avenue – Site B and C) (Future) (the “Easement Agreement”), and hereby subjects and subordinates the Mortgage and all of its right, title and interest in and to the Easement Agreement.

_____ ,
a _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

Exhibit N

Form of Temporary Use Restriction

DECLARATION OF RESTRICTIVE COVENANTS (7001 France Avenue - Sites B and C)

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “Declaration”) is made and entered into as of this _____ day of _____, 2022, by **MDI France Avenue, LLC**, a Minnesota limited liability company (“Developer”), in favor of the **Housing and Redevelopment Authority of Edina, Minnesota**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”).

RECITALS:

A. Developer is the fee owner of the real property legally described as: (i) Lot 1, Block 1, A M N Addition, Hennepin County, Minnesota (referred to herein as “Site B”) and (ii) Lot 3, Block 1, A M N Addition, Hennepin County, Minnesota (referred to herein as “Site C”, and, together with Site B, collectively, the “Property”).

B. Developer, the Authority, and the **City of Edina, Minnesota** (the “City”), are parties to that certain Redevelopment Agreement (7001 France Avenue - Sites B and C) dated June 30, 2022 (as may be amended, modified, and/or supplemented from time-to-time, the “Redevelopment Agreement”).

C. The Property is located within the 70th and France Tax Incremental Financing District, established by the Authority pursuant to Resolution No. 2022-05, in coordination with the Authority and with the cooperation and assistance of the City.

D. The Redevelopment Agreement provides for the expenditure of certain public funds to assist in the redevelopment of the Property with certain “Minimum Improvements” consisting generally of the following and more particularly described in the Redevelopment Agreement:

- (i) on Site B, a commercial element containing seven (7) stories and approximately 242,000 rentable square feet of office/retail space, and one (1) level of underground parking that is exclusively for the use of building tenants (the “Commercial Element”), and including an approximately 7,500 square foot ground-level, outdoor public space and amenity area generally located in the southeast corner of Site B and an approximately 10,000 square foot ground-level, outdoor public space and amenity area generally located along France Avenue on Site B; and
- (ii) on Site C, an 8-level, approximately 170,357 gross square feet district parking facility with approximately 540 parking and related amenities (collectively, the “District Parking Facility”).

E. Developer desires to comply with the Redevelopment Agreement by entering into the restrictive covenants set forth in this Declaration, each and all of which is and are for the benefit of the Authority.

NOW, THEREFORE, Developer hereby declares that that Property is and shall be held, subject to and together with the restrictions hereinafter set forth.

1. Recitals; Definitions. The foregoing Recitals are true and correct statements of fact and are incorporated into this Amendment by this reference, including the definitions set forth therein. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

2. Site B Temporary Use Restriction. During the term of this Declaration, Site B may only be developed and improved with a first-class office, medical office and/or other commercial building containing at least 150,000 square feet of leasable space and being at least five (5) stories tall (above ground) (a “Site B Permitted Development”). Any Site B Permitted Development must include outdoor plaza(s) containing at least 10,000 square feet, to be constructed and maintained by Developer and open to the general public. No Site B Permitted Development may include a drive-thru facility. Any Site B Permitted Development is subject to the review and approval of the City Council in accordance with the ordinances of the City. The restrictions on Site B set forth in this Section shall automatically terminate and be of no further force and effect without the necessity of further action or instrument upon the earlier to occur of (a) actual physical construction of building footings and foundations begins on a Site B Permitted Development (which may include, without limitation, the Commercial Element), (b) the Authority takes fee title to Site C pursuant to its Site C Purchase Right, and (c) the Outside Termination Date (defined below). At financial closing for a Site B Permitted Development, the Authority will deliver an executed and recordable release of the restrictions on Site B set forth in this Section into escrow with the title company administering such closing and authorize the recording of such release upon the occurrence of such actual physical construction described above.

3. Site C Temporary Use Restriction. During the term of this Declaration, Site C may only be developed and improved with a first-class multi-level parking structure including at least 400 parking stalls that are available for public parking in a manner consistent with the District Parking under the Redevelopment Agreement (a “Site C Permitted Development”). Any Site C Permitted Development is subject to the review and approval of the City Council in accordance with the ordinances of the City. The restrictions on Site C set forth in this Section shall automatically terminate and be of no further force and effect without the necessity of further action or instrument upon the earlier to occur of (a) actual physical construction of building footings and foundations begins on a Site C Permitted Development (including, without limitation, the District Parking Facility) and (b) the Outside Termination Date (defined below). At financial closing for a Site C Permitted Development, the Authority will deliver an executed and recordable release of the restrictions on Site B set forth in this Section into escrow with the title company administering such closing and authorize the recording of such release upon the occurrence of such actual physical construction described above.

4. Other Projects. For avoidance of doubt, the Authority shall have no obligation to terminate this Declaration and/or waive any restrictions set forth herein if Developer seeks to develop and improve either Site B or Site C in a manner which does not meet the requirements of a Site B Permitted Development or a Site C Permitted Development, as applicable hereunder, even if such other project is approved by the City Council in accordance with the ordinances of the City.

5. Conditions to TIF Assistance. Nothing herein shall be deemed a waiver or modification of any of the terms, requirements, and/or conditions to the Authority providing TIF Assistance under the Redevelopment Agreement, including, without limitation, the Developer must construct the Minimum Improvements in order to obtain the TIF Assistance contemplated in the Redevelopment Agreement.

6. Outside Termination Date. This Declaration and the restrictions set forth herein shall automatically expire and be of no further force and effect without the necessity of further action or instrument on **December 31, 2028** (the “Outside Termination Date”).

7. Authority Waiver of Restrictive Covenant. If neither the Minimum Improvements nor a Site B Permitted Development and Site C Permitted Development are constructed during the term of this Declaration, the Authority may, in its sole discretion, but shall have no obligation to, affirmatively release, in whole or in part, this Declaration and/or the restrictions set forth herein, by the recording a release or partial release of this Declaration in the real estate records of Hennepin County, Minnesota.

8. Run with the Land. The terms and covenants contained in this Declaration shall run with the land and shall burden the Property and all present and future owners or occupants of the Property, for the benefit of the Authority.

9. Remedies. The Authority and its successors and assigns shall have all remedies available to the Authority at law or in equity if Developer breaches any provision of this Declaration including, without limitation, the right to damages, specific performance, and injunctive relief.

10. Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

11. Non-Waiver. The failure of a party to insist upon the strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have under this Declaration or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants or conditions. No breach of this Declaration shall entitle a party to cancel, rescind or otherwise terminate this Declaration; provided, however such limitation shall not affect in any manner any other right or remedies which such party may have by reason of any such breach.

12. Modification of Declaration. Except as provide in Section 7, this Declaration may be modified, rescinded or amended in whole or in part only by an agreement in writing and in recordable form, executed by the then owner(s) of the Property and the Authority.

13. Notices. A notice, demand or other communication under this Declaration shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

In the case of Owner:	At the address of record for real property tax assessment notices with respect to the Property, or at such other address as either party shall have specified by written notice delivered in accordance with this section.
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In the case of the Authority:	Housing and Redevelopment Authority of Edina, Minnesota Attention: Executive Director 4801 West 50th Street Edina, MN 55424
-------------------------------	--

with a copy to:

Dorsey & Whitney LLP
Attn: Jay Lindgren
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

14. Attorneys' Fees and Legal Costs. In any proceeding to enforce this Declaration, all reasonable attorneys' fees, paralegal costs and legal expenses and costs of the prevailing party or parties in such proceeding shall be paid by the non-prevailing party or parties, and the non-prevailing parties shall be jointly and severally liable therefor.

15. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, Owner represents and warrants that this Declaration 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 Declaration for the term and upon the provisions herein recited and for the use and purposes hereinabove set forth. Owner shall cause this Declaration to constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any construction lender or permanent lender and for the rights of any such lender to be subordinated to this Declaration and the Authority's rights and interests hereunder.

16. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws.

17. Counterparts. This Declaration may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

**Housing and Redevelopment Authority of Edina,
Minnesota**

By: _____
James B. Hovland, Chair

By: _____
James Pierce, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of June, 2022, by James B. Hovland and James Pierce, the Chair and Secretary, respectively, of the Housing and Redevelopment Authority of Edina, Minnesota, on behalf of said Authority.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

7001 France Office Mixed Use (Site B)

7001 France
Office Mixed Use
7001 France Avenue South
Edina, MN 55435

esg

ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

Signature _____

Typed or Printed Name _____

License # _____ Date _____

NOT FOR
CONSTRUCTION

7001 France Avenue South Edina, MN 55435



DRAWING INDEX

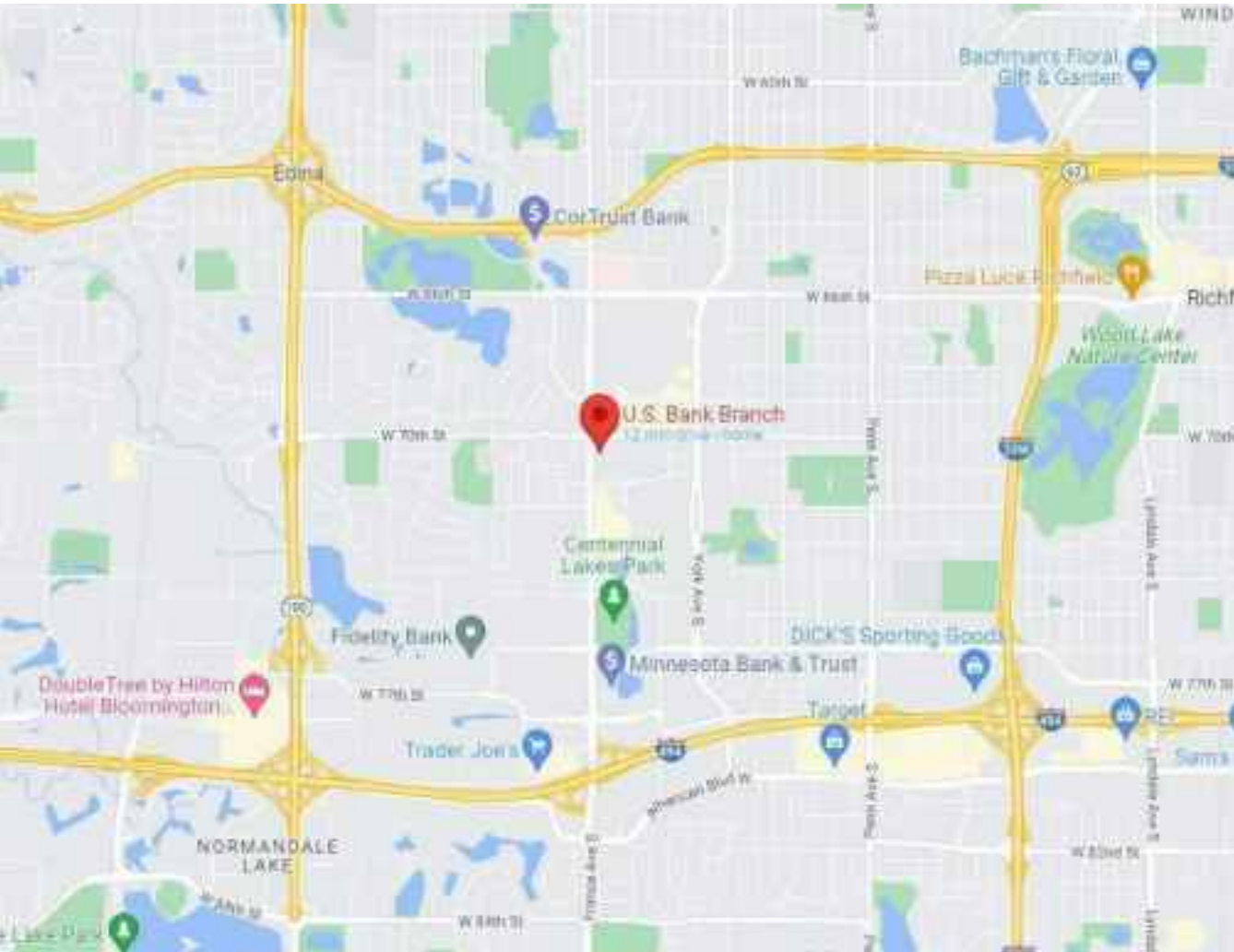
DRAWING INDEX	
DRAWING NUMBER	DRAWING NAME
GENERAL INFORMATION	
T1	TITLE SHEET
CIVIL	
C100	EXISTING CONDITIONS AND REMOVALS PLAN
C101	SITE PLAN OVERLAY
C200	SITE PROJECT AREA PLAN
C201	SITE PLAN
C300	GRADING PLAN
C301	EROSION CONTROL PLAN
C400	SANITARY AND WATERMAIN PLAN
C401	STORM SEWER PLAN
C500	CITY DETAILS
C501	DETAILS
LANDSCAPE	
L1.0	LANDSCAPE SITE PLAN
L1.1	LANDSCAPE PLANTING PLAN
L2.0	LANDSCAPE DETAILS

DRAWING INDEX	
DRAWING NUMBER	DRAWING NAME
ARCHITECTURAL	
A0	EXISTING SITE PHOTOS
A1	FLOOR PLANS - LEVEL P1 & 1 / ARCHITECTURAL SITE PLAN
A2	FLOOR PLANS - LEVEL 2 & 3
A3	FLOOR PLANS - LEVEL 4 & 5
A4	FLOOR PLANS - LEVEL 6 & 7
A5	ROOF PLAN
A10	EAST ELEVATION
A11	NORTH & SOUTH ELEVATION
A12	WEST ELEVATION
A13	EXTERIOR RENDERINGS
A14	EXTERIOR MATERIAL PALETTE

PROJECT LOCATION



Vicinity



Site Location

PROJECT TEAM

OWNER/DEVELOPER: Orion Investments
6550 York Avenue South, Suite 207
Edina, MN 55435

ARCHITECT: Elness Swenson Graham Architects, Inc.
500 Washington Ave. South, Suite 1080
Minneapolis, MN 55415
Ph: 612-339-5508
Fx: 612-339-5382

CONTRACTOR: Mortenson Construction
700 Meadow Lane North
Minneapolis, MN 55422
Ph: 763-522-2100

CIVIL ENGINEER: Westwood Engineering
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
Ph: 952-937-5150

LANDSCAPE ARCHITECT: Confluence
530 N Third Street, Suite 120
Minneapolis, MN 55401
Ph: 612-333-3702

BUILDING METRICS

PARKING SCHEDULE - OFFICE			
Type	Level	Count	
LEVEL P1			
8'-6" x 18' - ADA	LEVEL P1	7	
8'-6" x 18' - STANDARD	LEVEL P1	120	
TOTAL STALLS:		127	

RSF SCHEDULE						
Levels		RSF (Blue Cells)	Commerical	Office GSF	Office Amenity	Office Lobby
P1	Parking	0				
1	L1 - Commercial	40,243	36,617			3,626
2	L2 - Office	32,987		32,987		
3	L3 - Office	32,987		32,987		
4	L4 - Office	32,874		32,874		
5	L5 - Office	32,874		32,874		
6	L6 - Office	32,874		32,874		
7	L7 - Office	21,268		15,426	5,842	
Totals		226,107	36,617	180,022	5,842	3,626

GREEN ROOF SCHEDULE		
Levels		Green Roof Area
P1	Parking	
1	L1 - Commercial	
2	L2 - Office	5,652
3	L3 - Office	
4	L4 - Office	
5	L5 - Office	4,623
6	L6 - Office	
7	L7 - Office	3,147
Totals		13,422

SITE PLAN REVIEW 5/17/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

222710
PROJECT NUMBER

ESG
DRAWN BY

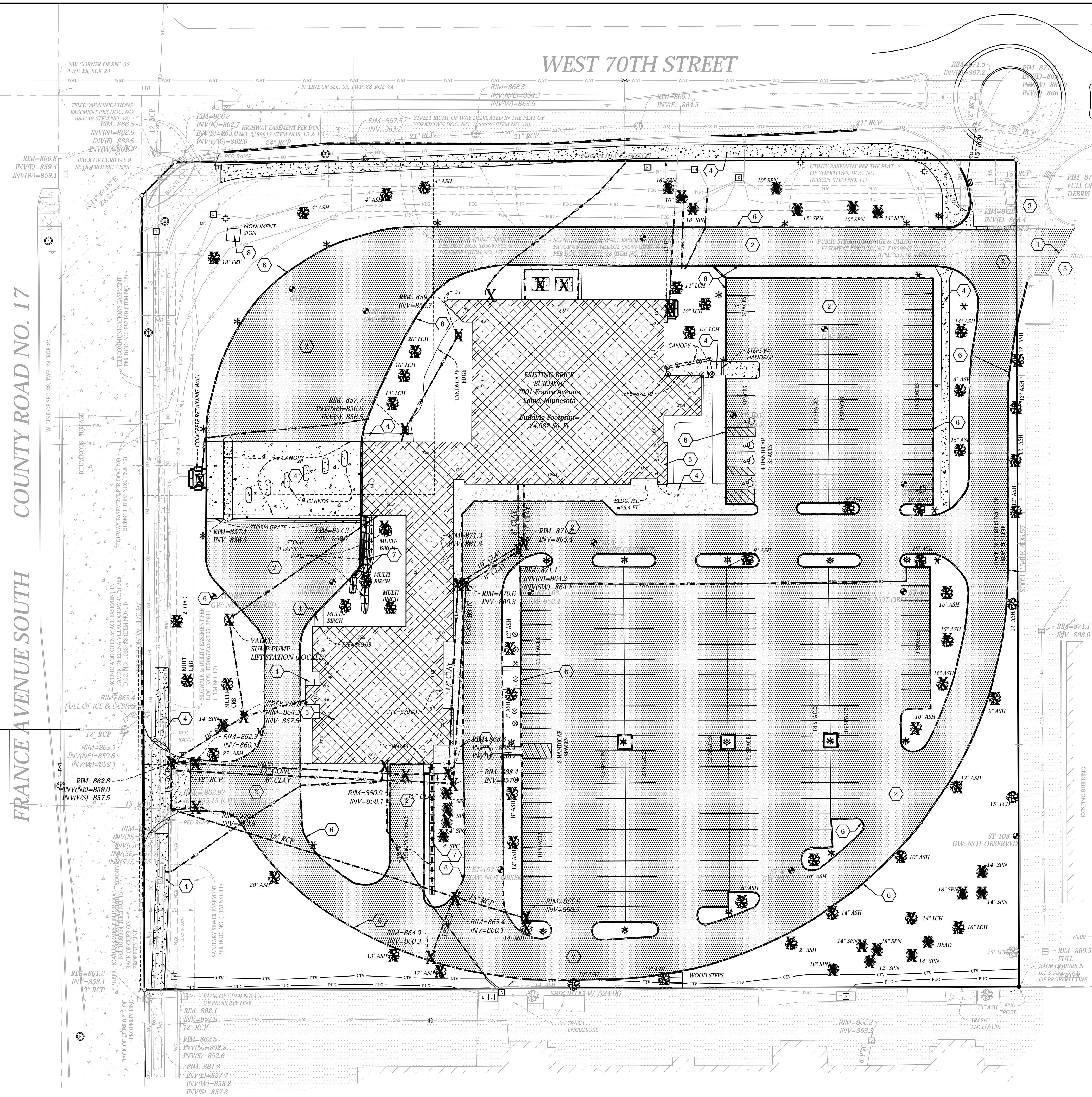
ESG
CHECKED BY

KEY PLAN




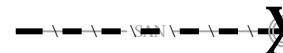

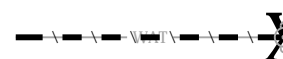



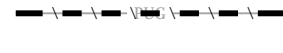







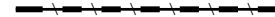












7001 France Office Mixed Use (Site B)

TITLE SHEET

T1



REMOVAL LEGEND

EXISTING	PROPOSED	
<u>EXISTING</u>	<u>REMOVALS</u>	PROPERTY LINE
		SAW CUT PAVEMENT
SDN 		CURB & GUTTER
WBT 		SANITARY SEWER
WBT 		WATER MAIN
SFO 		HYDRANT
GAS 		STORM SEWER
PGG 		GAS
PGG 		UNDERGROUND ELECTRIC
PGG 		OVERHEAD ELECTRIC
TDH 		UNDERGROUND TELEPHONE
FO 		OVERHEAD TELEPHONE
CTV 		TELEPHONE FIBER OPTIC
		CABLE TELEVISION
		RETAINING WALL
		FENCE
		CONCRETE
		BITUMINOUS
		BUILDING
		TREE
		LIGHT POLE
		TRAFFIC SIGN
		CONSTRUCTION BARRICADE
		SOIL BORING LOCATION

REMOVAL NOTES

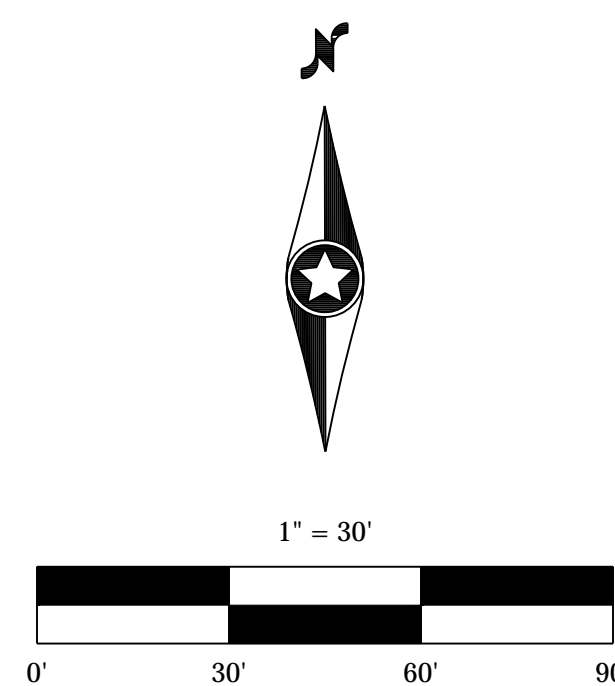
1. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPEARANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING ADJACENT UTILITIES AND ITEMS SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
3. CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

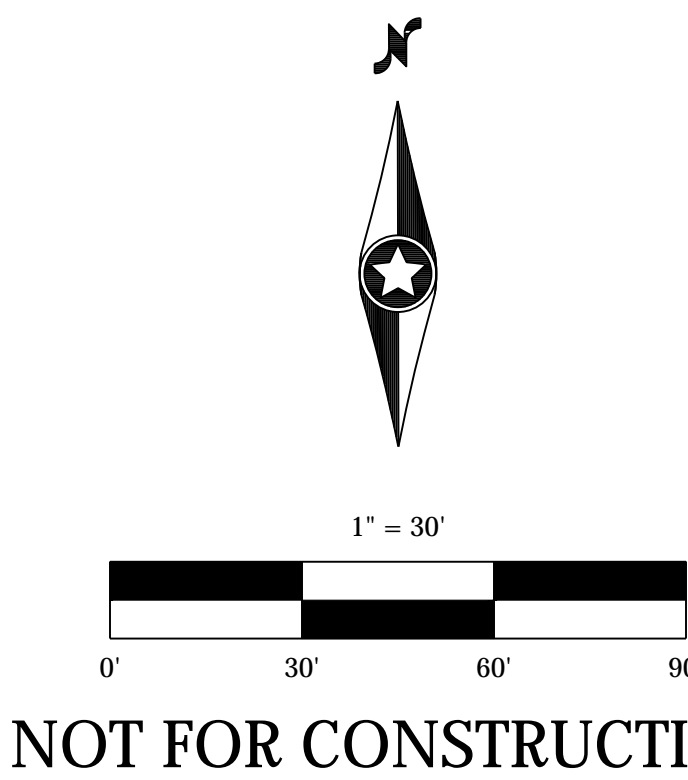
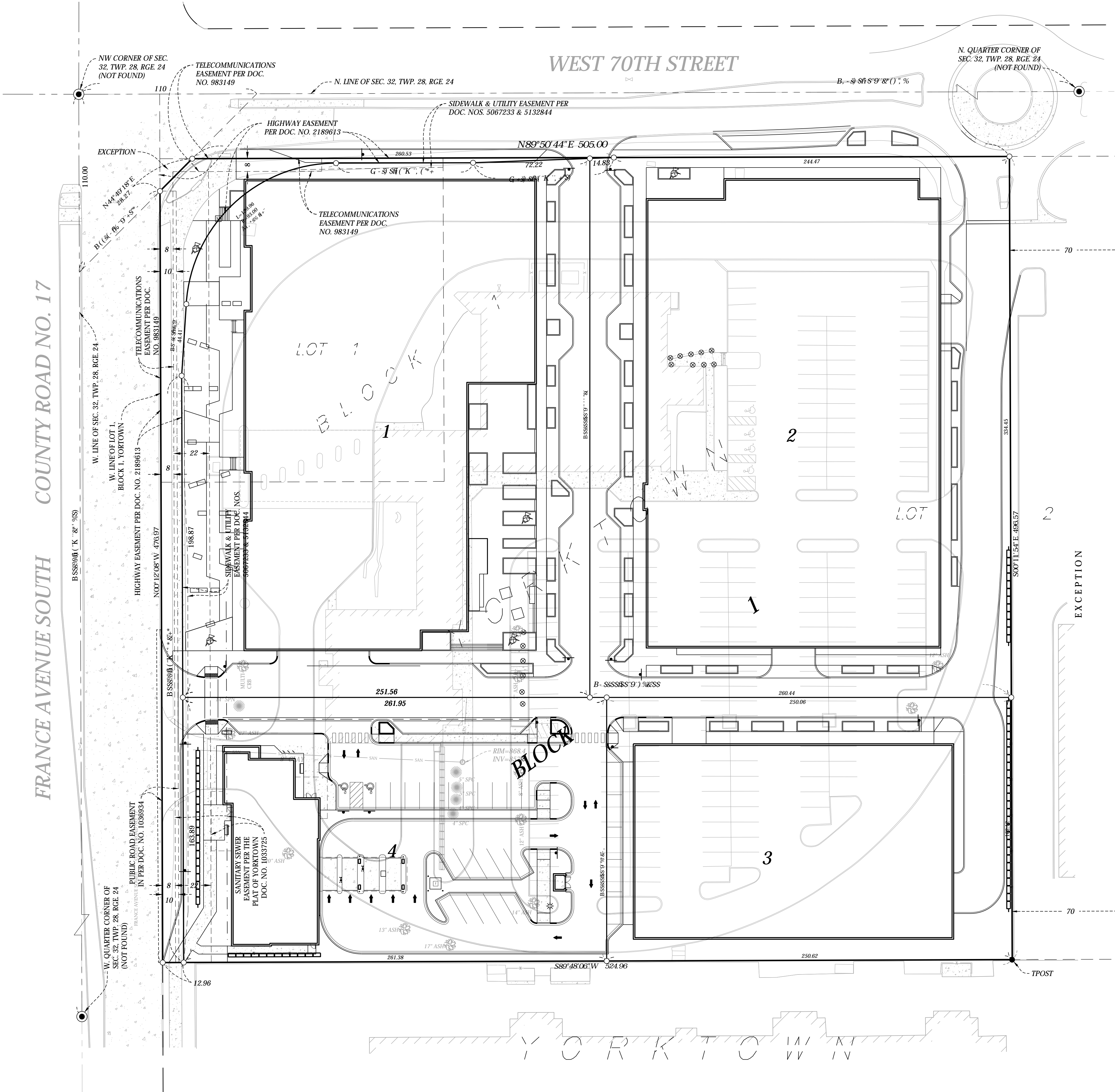
TREE REMOVAL QUANTITIES

TREES TO BE REMOVED: 72
TREES TO REMAIN: 4
TOTAL TREES: 76

1 REMOVAL KEYNOTES

1. SAW CUT LINE
2. REMOVE BITUMINOUS
3. EXISTING BITUMINOUS TO REMAIN
4. REMOVE CONCRETE
5. REMOVE EXISTING BUILDING
6. REMOVE CURB
7. REMOVE RETAINING WALL
8. REMOVE MONUMENT SIGN





Call 48 Hours before digging:
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Common Ground Alliance

INITIAL ISSUE	10/16/20																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55445

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
DAVID T. BUD
DATE: 10/16/2020 LICENSE NO. 1000000000

7001 FRANCE
EDINA, MN

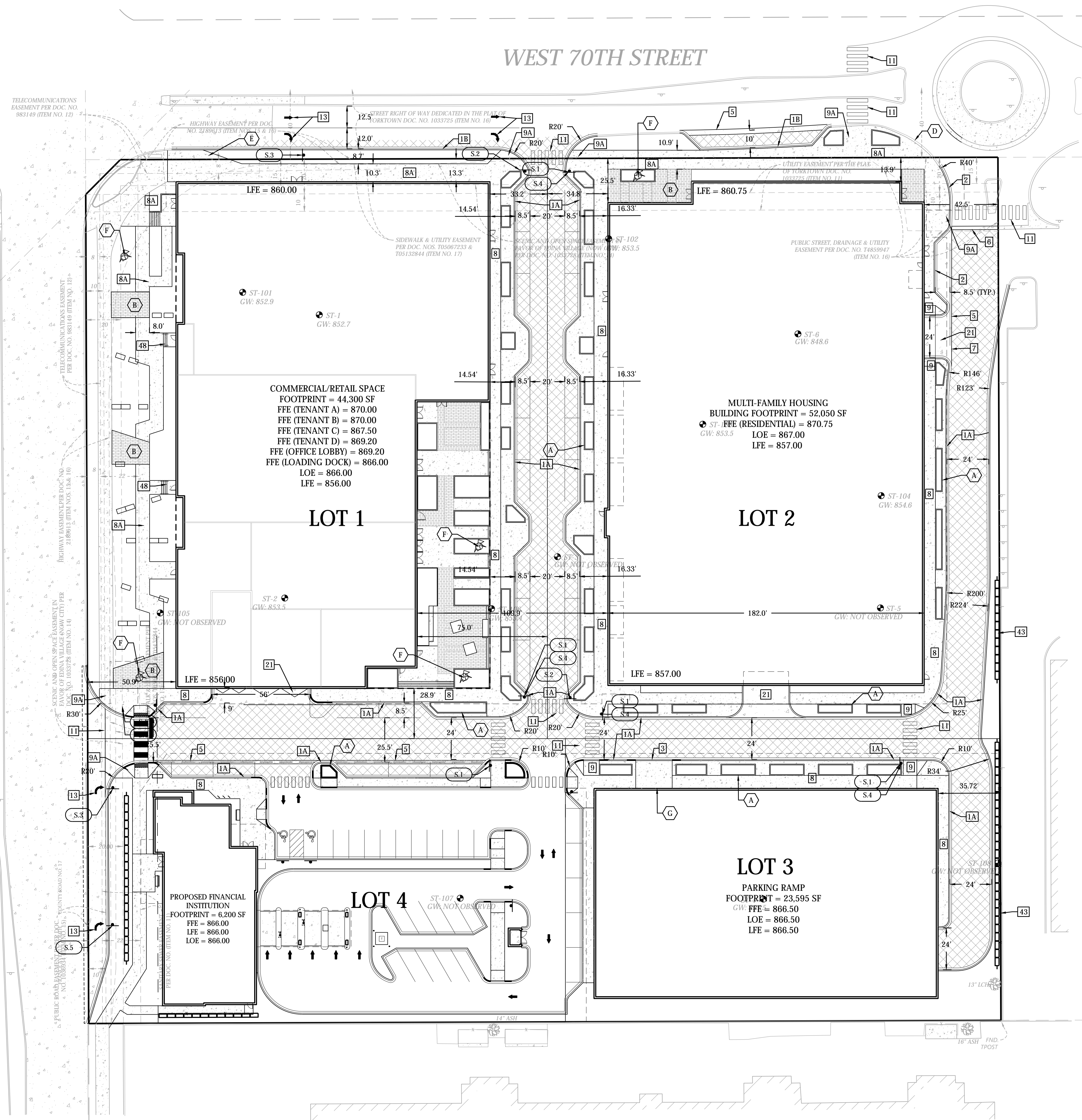
Westwood
Phone: (612) 337-5150 12701 Whitewater Drive, Suite #200
Fax: (612) 337-5150 Minneapolis, MN 55443
Email: info@westwoodmn.com
Westwood Professional Services, Inc.

SITE PLAN OVERLAY

SHEET NUMBER:
C101
DATE: 10/16/20
PROJECT NUMBER: 0029211.10

N:\0029211\DWG\CIVIL\0029211.DWG PROJECT NUMBER: 0029211.00 PROJECT: 7001 FRANCE

FRANCE AVENUE SOUTH COUNTY ROAD NO. 17



SITE LEGEND

EXISTING	PROPOSED	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TIP-OUT CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	NORMAL DUTY BITUMINOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNETONKA, MN, 2020.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 5.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

SITE DEVELOPMENT SUMMARY

EXISTING ZONING:	PDC-3, PLANNED COMMERCIAL
PROPOSED ZONING:	PUD - PLANNED UNIT DEVELOPMENT
PARCEL DESCRIPTION:	LOT 1, BLOCK 1, YORKTOWN, HENNEPIN COUNTY, MINNESOTA
PROPERTY AREA:	260,594 SF (5.98 AC)
PERVIOUS SURFACE:	71,861 SF (27.6%)
IMPERVIOUS SURFACE(RATIO):	188,733 SF (72.4%)
FLOOR-AREA-RATIO(FAR):	SEE ARCH PLANS
BUILDING SETBACK PER CODE:	XX'-FRONT XX'-SIDE / XX'-SIDE TO ROW XX'-REAR

SITE DATA CHART

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRE)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/GROcery	2.02 AC.	51,600
LOT 2	MULTI-FAMILY RESIDENTIAL	1.99 AC.	44,300
LOT 3	SENIOR HOUSING	0.93 AC.	21,050
LOT 4	BANK	1.03 AC.	6,100
TOTAL		5.98 AC.	123,050

1 SITE DETAILS (SI-0XX)

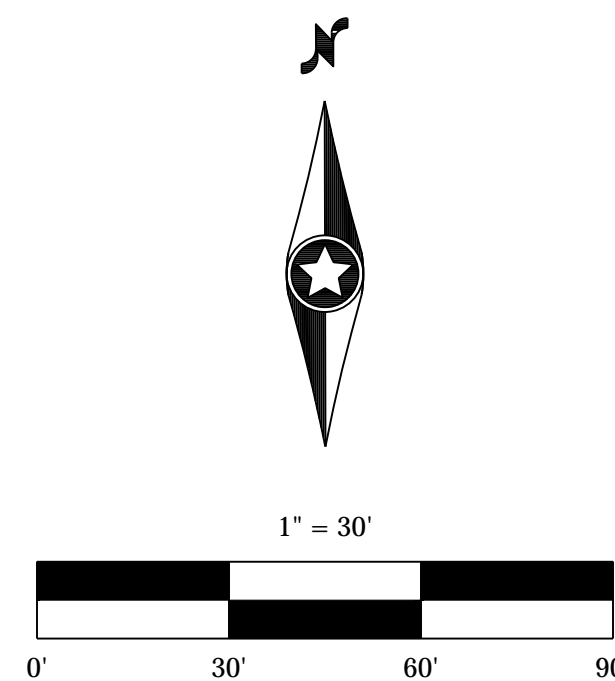
- B612 CURB AND GUTTER
- B618 CURB AND GUTTER
- SURMOUNTABLE CURB AND GUTTER
- FLUSH CURB AND GUTTER
- VALLEY GUTTER
- CONCRETE CROSS GUTTER
- ENTRANCE THRU CURB AND GUTTER
- PRIVATE CONCRETE SIDEWALK
- PUBLIC CONCRETE SIDEWALK
- PRIVATE PEDESTRIAN CURB RAMP
- PUBLIC PEDESTRIAN CURB RAMP
- CROSS WALK STRIPING
- TRAFFIC ARROW
- SIGN INSTALLATION
- PAVEMENT SECTIONS
- HEAVY DUTY CONCRETE SECTION
- SAW CUT CONTROL JOINT
- CONCRETE CURB AT SIDEWALK
- TRANSITION CURB (B612)
- RETAINING WALL WITH FENCE USING SLEEVE-IT SYSTEM
- B612 AND SURMOUNTABLE CURB TRANSITION
- CONCRETE STAIR AND RAILING DETAIL

(X) SITE KEYNOTES

- PLANTER CURB (TYP)
- CONCRETE PAVERS (TYP)
- GENERATOR
- EXISTING SURMOUNTABLE CURB IN ROUNDABOUT
- BIKE LANE EXIT RAMP ONTO SHARED SIDEWALK
- PUBLIC ART - SEE LANDSCAPE PLAN
- PEDESTRIAN ENTRANCE TO PARKING RAMP

(S-10) SIGN LEGEND

- REFERENCE
- STOP SIGN
 - NO TRUCKS
 - RIGHT LANE MUST TURN RIGHT
 - PEDESTRIAN CROSSING
 - RIGHT TURN LANE



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811 or call811.com
Common Ground Alliance

DISCUSS:	10/16/2020
DESIGN:	10/16/2020
PERMANENT DEVELOPMENT PLAN / PUD	10/16/2020
WATERSHED COMMENTS	10/16/2020
COUNTY SUBMITTAL	10/16/2020
CITY STORMWATER COMMENTS	10/16/2020
SITE PLAN REVIEW	10/16/2020

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #385
EDINA, MN 55445

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
DAVID T. BADE
DATE: 05/13/2022 (REUSE NO.)

7001 FRANCE
EDINA, MN

Westwood
12701 Whitewater Drive, Suite #200
Minnetonka, MN 55343
Phone: (952) 337-2510
Fax: (952) 337-2522
Email: info@westwoodmn.com
Westwood Professional Services, Inc.

SITE PLAN

SHEET NUMBER:

C201

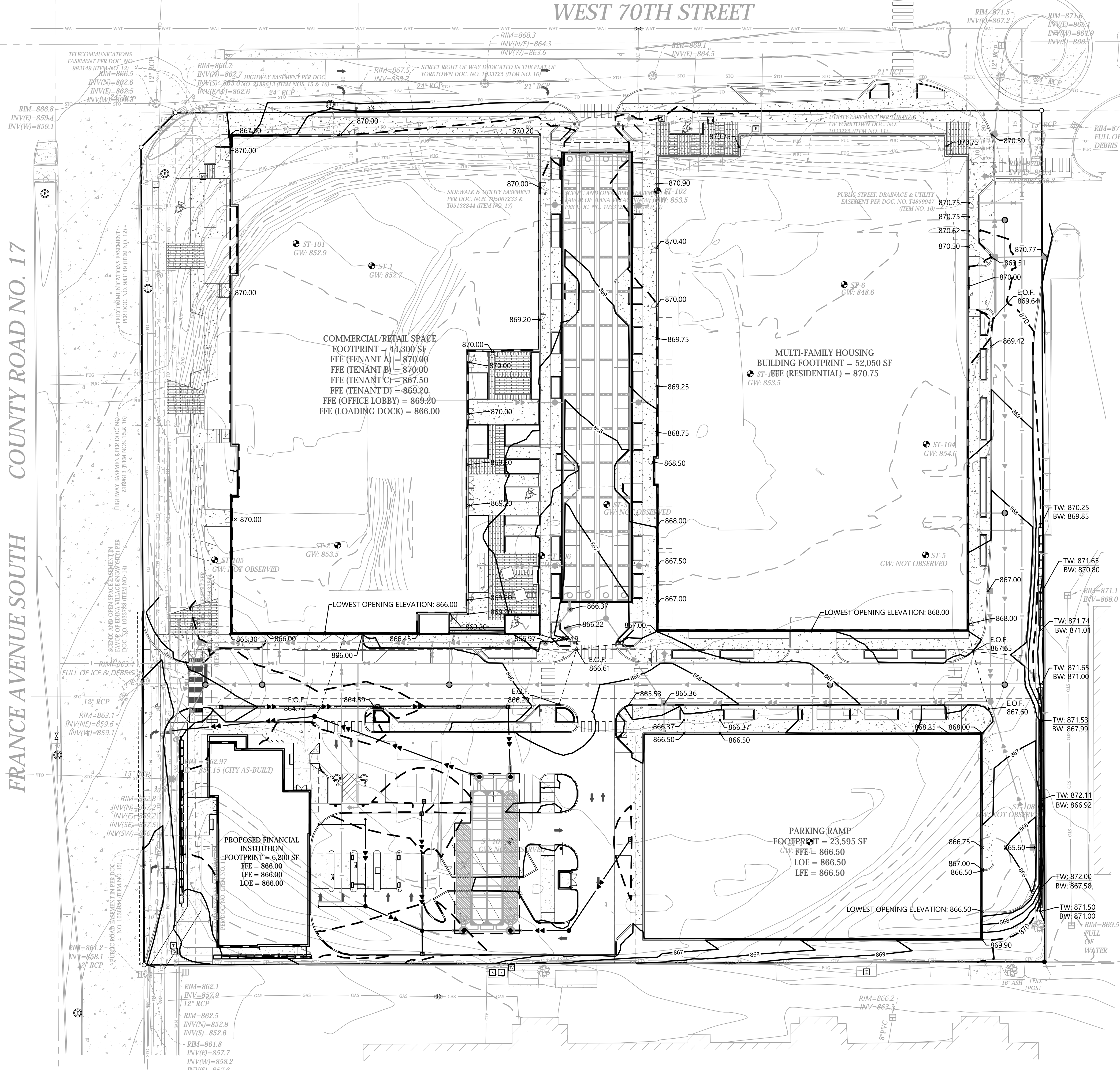
DATE: 05/13/2022

PROJECT NUMBER: 0029211.00

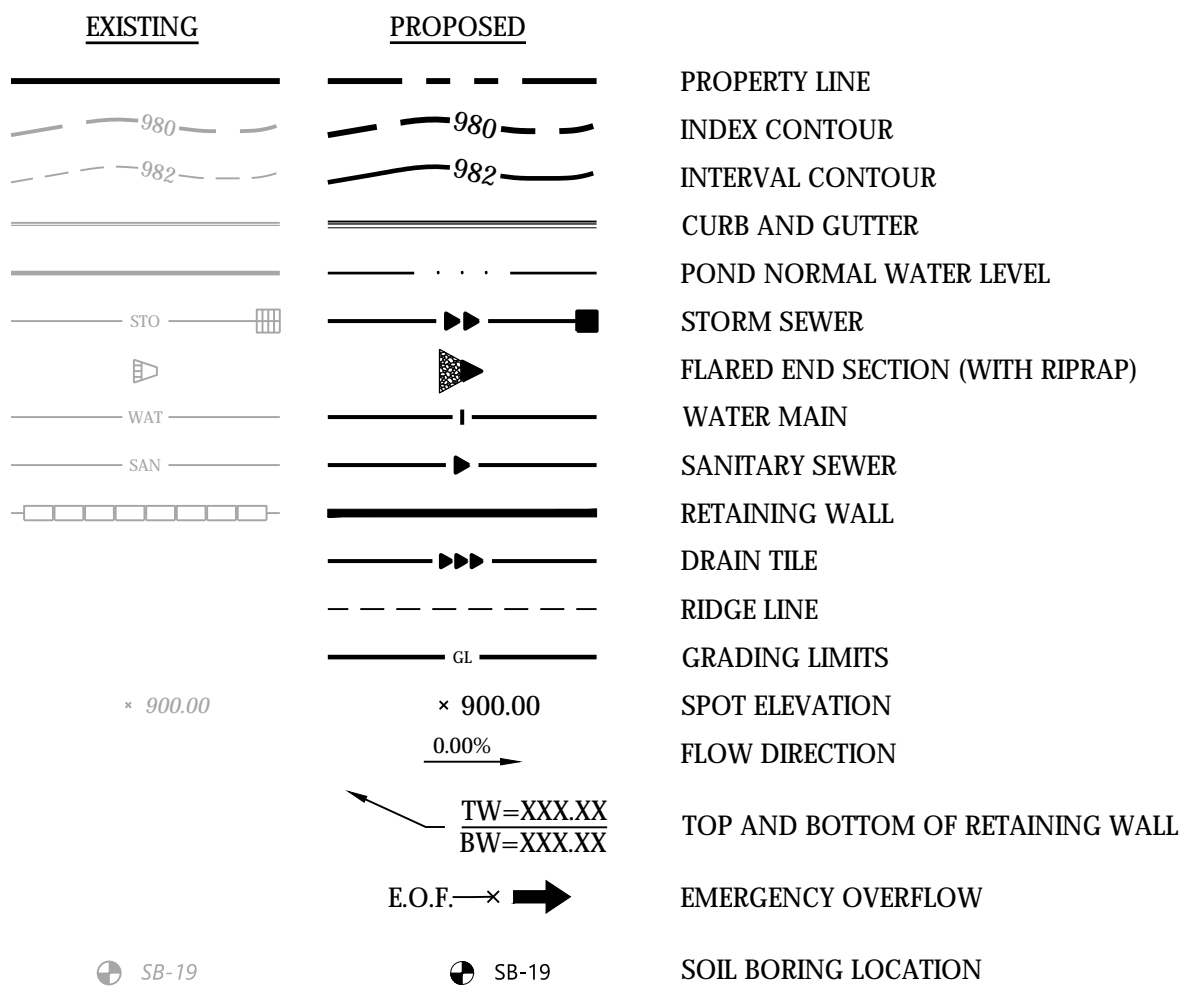
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FRANCE AVENUE SOUTH COUNTY ROAD NO. 17

WEST 70TH STREET



GRADING LEGEND



GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

FILTRATION/INFILTRATION BASIN NOTES

- BASIN EXCAVATION AND PIPE INSTALLATION MAY TAKE PLACE BEFORE CURB INSTALLATION. ALL OTHER BASIN CONSTRUCTION MUST WAIT UNTIL FINAL SITE LANDSCAPING. REMOVE SEDIMENT FROM EXCAVATED BASIN PRIOR TO PLACEMENT OF FILTER MEDIA. PLACE SAND BAGS OR SIMILAR ITEM IN CURB CUTS TO PRE-FILTER STORM WATER UNTIL PLANTS ARE ESTABLISHED IN BASINS. MAINTAIN INLET PROTECTION ON DOWN STREAM INLETS UNTIL BASINS ARE ON-LINE.
- BASIN EXCAVATION SHALL BE WITH TOOTHED-BUCKETS TO SCARIFY THE BOTTOM.
- PLACE SILT FENCE AROUND BASINS AS SHOWN IMMEDIATELY AFTER BASIN CONSTRUCTION.
- BASINS MUST BE TESTED FOR INFILTRATION RATE AFTER TOTAL SITE STABILIZATION. A DUAL RING INFILTROMETER SHALL BE USED FOR TESTING. MINIMUM INFILTRATION RATE IS 1-INCH PER HOUR. IF BASIN DOES NOT MEET INFILTRATION RATE, CONTRACTOR MUST TAKE CORRECTIVE ACTION UNTIL MINIMUM INFILTRATION RATE IS MET. CORRECTIVE ACTION MAY INCLUDE REMOVING PLUG IN DRAIN TILE. ALL TESTING AND CORRECTIVE ACTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE INCIDENTAL TO THE CONTRACT, WITH NO DIRECT COMPENSATION MADE.

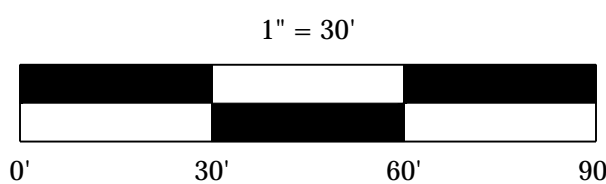
SOIL REPLACEMENT NOTE

GEOTECHNICAL EVALUATIONS FOUND A LAYER OF CLAYEY SAND APPROXIMATELY 4 FEET BELOW THE BOTTOM OF THE PROPOSED INFILTRATION CHAMBERS. SHOULD THIS MATERIAL BE ENCOUNTERED DURING CONSTRUCTION, THE EXISTING CLAYEY SAND MUST BE REMOVED AND REPLACED WITH MATERIAL HAVING AN INFILTRATION RATE COMPARABLE WITH THE POORLY-GRADED SAND LOCATED AT THE BOTTOM OF THE SYSTEM.

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

NINE MILE CREEK WATERSHED
DISTRICT GENERAL PROVISIONS

- ALL TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE EROSION AND SEDIMENTATION CONTROL PLANS MUST BE INSTALLED PRIOR TO COMMENCEMENT OF SURFACE OR VEGETATION ALTERATION AND BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED AS DETERMINED BY NMCWD. IF SILT FENCE IS USED, THE BOTTOM FLAP MUST BE BURIED AND THE MAXIMUM ALLOWABLE SPACING BETWEEN POSTS IS 4-FOOT ON CENTER. ALL POSTS MUST BE EITHER 2-INCH X 2-INCH PINE, HARDWOOD, OR STEEL FENCE POSTS. IF HAY BALES ARE USED, ALL BALES MUST BE STAKED IN PLACE AND REINFORCED ON THE DOWNSTREAM SIDE WITH SNOW FENCE.
- ALL AREAS ALTERED BECAUSE OF CONSTRUCTION MUST BE RESTORED WITH SEED AND DISCED MULCH, SOD, WOOD FIBER BLANKET, OR BE HARD SURFACED WITHIN TWO WEEKS AFTER COMPLETION OF LAND ALTERATION AND NO LATER THAN THE END OF THE PERMIT PERIOD.
- UPON FINAL STABILIZATION, THE PERMIT APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES INSTALLED THROUGHOUT THE PROJECT SITE.
- AT THE ENTRYWAY ONTO THE SITE, A ROCK FILTER DIKE BEING A MINIMUM OF TWO FEET IN HEIGHT AND HAVING MAXIMUM SIDE SLOPES OF 4:1 MUST BE CONSTRUCTED. THIS ROCK FILTER DIKE WILL ENABLE CONSTRUCTION TRAFFIC TO ENTER THE SITE AND ALSO PROVIDE AN EROSION CONTROL FACILITY.
- IF DEWATERING IS REQUIRED AND SUMP PUMPS ARE USED, ALL PUMPED WATER MUST BE DISCHARGED THROUGH AN EROSION CONTROL FACILITY PRIOR TO LEAVING THE CONSTRUCTION SITE. PROPER ENERGY DISSIPATION MUST BE PROVIDED AT THE OUTLET OF THE PUMP SYSTEM.
- THE NMCWD MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE NMCWD, ITS OFFICERS, EMPLOYEES AND AGENTS REVIEW, COMMENT UPON, AND APPROVE PLANS AND SPECIFICATIONS PREPARED BY PERMIT APPLICANTS AND THEIR CONSULTANTS FOR THE LIMITED ADMINISTRATIVE PURPOSE OF DETERMINING WHETHER THERE IS REASONABLE ASSURANCE THAT THE PROPOSED PROJECT WILL COMPLY WITH THE REGULATIONS AND CRITERIA OF THE NMCWD. THE DETERMINATION OF THE NMCWD THAT ISSUANCE OF THIS PERMIT IS APPROPRIATE WAS MADE IN RELIANCE ON THE INFORMATION PROVIDED BY THE APPLICANT.
- THE GRANT OF THIS PERMIT SHALL NOT IN ANY WAY RELIEVE THE PERMITTEE, ITS ENGINEER, OR OTHER PROFESSIONAL CONSULTANTS OF RESPONSIBILITY, NOR SHALL IT MAKE THE NMCWD RESPONSIBLE FOR THE LIMITED ADMINISTRATIVE PURPOSE OF DETERMINING WHETHER THERE IS REASONABLE ASSURANCE THAT THE PROPOSED PROJECT WILL COMPLY WITH THE REGULATIONS AND CRITERIA OF THE NMCWD. THE DETERMINATION OF THE NMCWD THAT ISSUANCE OF THIS PERMIT IS APPROPRIATE WAS MADE IN RELIANCE ON THE INFORMATION PROVIDED BY THE APPLICANT.
- THE ISSUE OF THIS PERMIT DOES NOT CONVEY ANY PROPERTY RIGHTS IN EITHER REAL OR PERSONAL PROPERTY, OR ANY EXCLUSIVE PRIVILEGES, NOR DOES IT AUTHORIZE ANY INJURY TO PRIVATE PROPERTY OR ANY INVASION OF PERSONAL RIGHTS, NOR ANY INFRINGEMENT OF FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS.



NOT FOR CONSTRUCTION

DISCUSS:	10/16/2020
DESIGNED:	10/16/2020
CHECKED:	10/16/2020
DRAWN:	10/16/2020
DATE:	10/16/2020
SCALE:	1" = 30'
SCALE:	1" = 30'

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE 4365
EDINA, MN 55445

1. I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
DAVID T. BADE
DATE: 05/13/2022 LICENSE NO. .

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Westwood Professional Services, Inc.

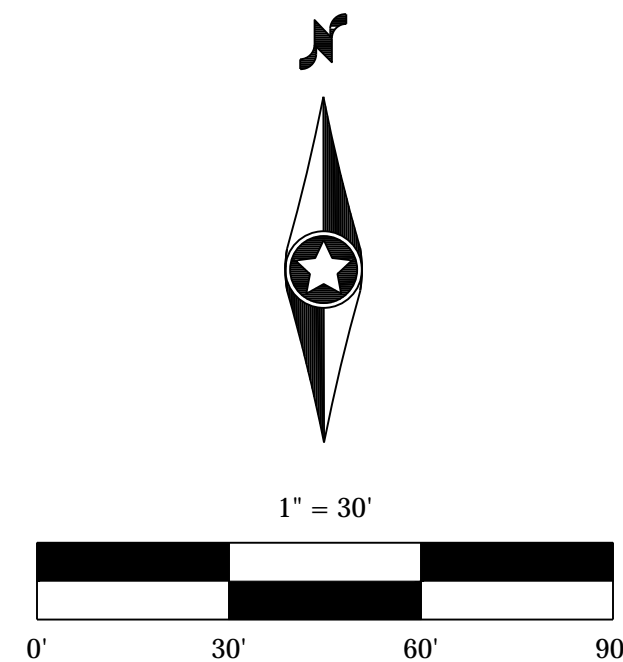
GRADING PLAN

SHEET NUMBER:

C300

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10



DATE: 05/13/2022
NUMBER: 0029211.10

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHOWN WILL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL Viable TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND/OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAYBALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
3. EROSION AND SILTATION CONTROL (ESC): THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION. SLOPES SHALL BE PROTECTED WITH EROSION BASIN INSERTS. CONSTRUCTION ENTRANCES, EROSION CONTROL, BLANKET, AND SILT FENCE SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS NECESSARY TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEARED TO THE SATISFACTION OF THE OWNER. ALL AT THE EXPENSE OF THE CONTRACTOR, ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
4. ALL STREETS DISTURBED THROUGH WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
5. PROPOSED PONDS SHALL BE EXCAVATED FIRST AND USED AS TEMPORARY PONDING DURING CONSTRUCTION.
6. WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FENCE BLANKET INSTALLED ON THE DISTURBED SOILS.
7. ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH. SOIL, EROSION CONTROL BLANKET OR BE HARD SURFACE WITHIN 2 WEEKS OF COMPLETION OF CONSTRUCTION.
8. THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES, MNDOT, AND CITY.
 - A. TEMPORARY (GREATER THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 22-111 AT 30.5-POUNDS PER ACRE.
 - B. TEMPORARY (LESS THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 21-112 (FALL) OR 21-111 (SPRING/SUMMER) AT 100-POUNDS PER ACRE.
 - C. INFILTRATION/FILTRATION BASIN SHALL BE MNDOT SEED MIX 34-262 AT 14.5-POUNDS PER ACRE.
 - D. POND SLOPES SHALL BE MNDOT SEED MIX 33-261 AT 35-POUNDS PER ACRE.
 - E. GENERAL SEEDING SHALL BE MNDOT SEED MIX 25-151 AT 70-POUNDS PER ACRE.
 - F. MULCH SHALL BE MNDOT TYPE 1 APPLIED AT 2-TONS PER ACRE.
9. FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOIL OR EROSION CONTROL BLANKET IS REQUIRED.
10. ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
11. ALL PERMANENT PONDS USED AS TEMPORARY SEDIMENT BASINS DURING CONSTRUCTION SHALL BE DREGED AFTER THE SITE HAS BEEN STABILIZED TO RESTORE THE POND TO THE PROPOSED BOTTOM ELEVATION.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PIPING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADDS MUST BE PROVIDED WITH A POSITIVE OUTFLOW.
14. PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE CONCURRENT WITH SITE WORK.

1. ALL TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE EROSION AND SEDIMENTATION CONTROL PLANS MUST BE INSTALLED PRIOR TO COMMENCEMENT OF SURFACE OR VEGETATION ALTERATION AND BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED AS DETERMINED BY NACMVD. IF SUE FENCE IS USED, THE BOTTOM FLAP MUST BE BURIED AND THE MAXIMUM ALLOWABLE SPACING BETWEEN POSTS IS 4 FOOT ON CENTER. ALL POSTS MUST BE EITHER 2 INCH X 2 INCH PINE OR 2 INCH X 4 INCH STEEL PIPE. THE SUE FENCE MUST BE MAINTAINED TO BE MAINTAINED IN PLACE AND REINFORCED ON THE DOWNSTREAM SIDE WITH SNOW FENCE.
2. ALL AREAS AFFECTED BECAUSE OF CONSTRUCTION MUST BE RESTORED WITH SEED AND DISCED MULCH, SOIL, WOOD FIBER BLANKET, OR BE HARD SURFACED WITH TWO WEEKS AFTER COMPLETION OF LAND ALTERATION AND NO LATER THAN THE END OF THE PERMIT PERIOD.
3. UPON FINAL STABILIZATION, THE PERMIT APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES INSTALLED THROUGHOUT THE PROJECT SITE.
4. AT THE ENTRWAY ONTO THE SITE, A ROCK FILTER DIKE BEING A MINIMUM OF TWO FEET IN HEIGHT AND HAVING MAXIMUM SIDE SLOPES OF 4:1 MUST BE CONSTRUCTED. THIS ROCK FILTER DIKE WILL ENABLE CONSTRUCTION TRAFFIC TO ENTER THE SITE AND ALSO PROVIDE AN EROSION CONTROL FACILITY.
5. IF DEWATERING IS REQUIRED AND SUMP PUMPS ARE USED, ALL PUMPED WATER MUST BE DISCHARGED THROUGH AN EROSION CONTROL FACILITY PRIOR TO LEAVING THE CONSTRUCTION SITE. PROPER ENERGY DISSIPATION MUST BE PROVIDED AT THE OUTLET OF THE PUMP SYSTEM.
6. THE NACMVD MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

VERTICAL SCALE	10/16/2020	DISKEND	DPE
VERTICAL SCALE	06/12/2021	CHECKED	DPE
VERTICAL SCALE	01/26/2022	DRAWN	TDI
VERTICAL SCALE	02/08/2022	COUNTY SUBMITTAL	###
VERTICAL SCALE	05/05/2022	CITY STORMWATER COMMENTS	###
VERTICAL SCALE	05/12/2022	SITE PLAN REVIEW	###

ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

DAVID T. BAIDE

DATE 05/13/2022 LICENSE NO. _____

7001 FRANCE
EDINA, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnesota, MN 55343
Toll Free (888) 937-5150 westwoodpr.com

EROSION CONTROL PLAN

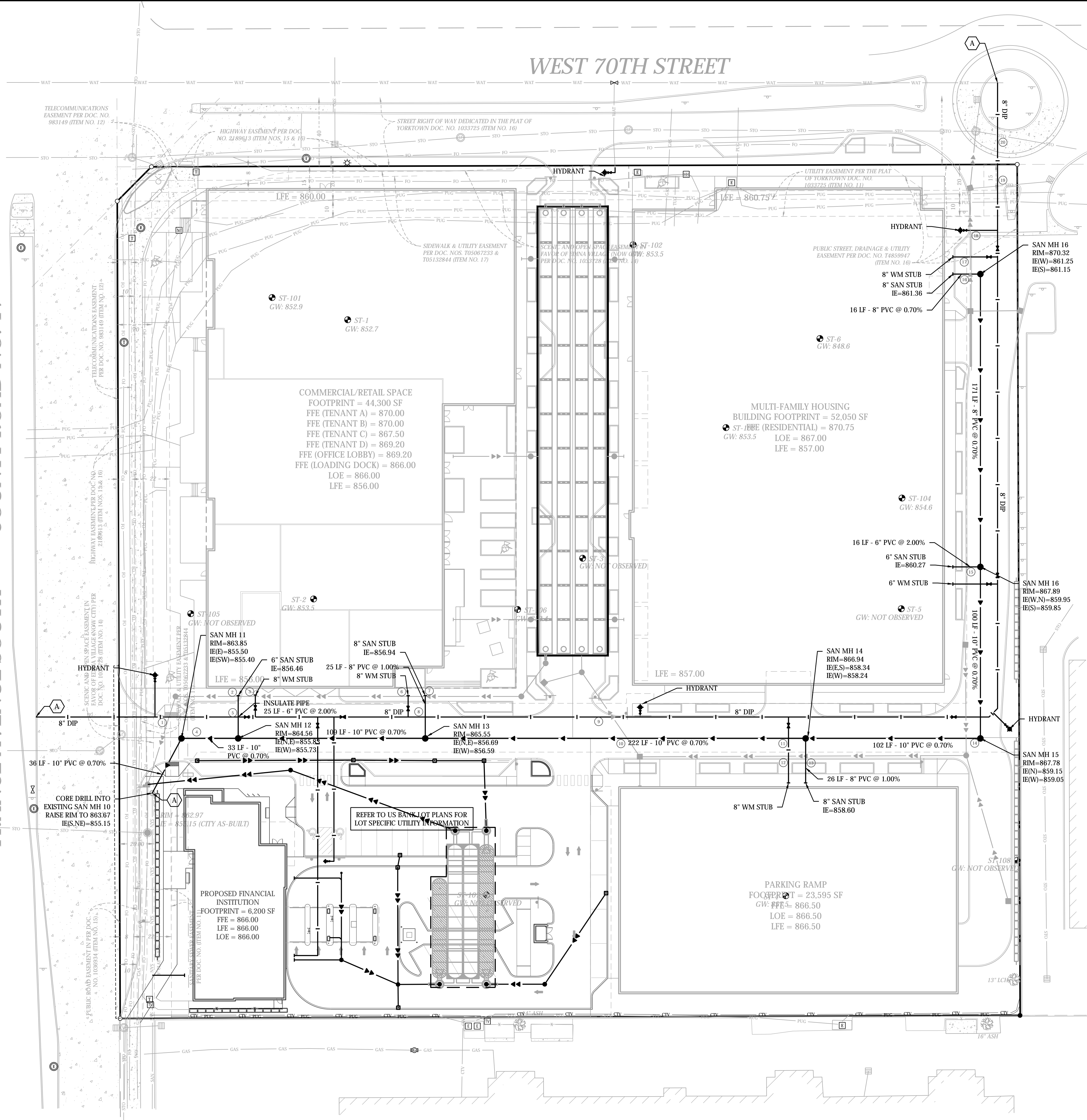
SHEET NUMBER:

C301

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10

FRANCE AVENUE SOUTH COUNTY ROAD NO. 17



UTILITY LEGEND

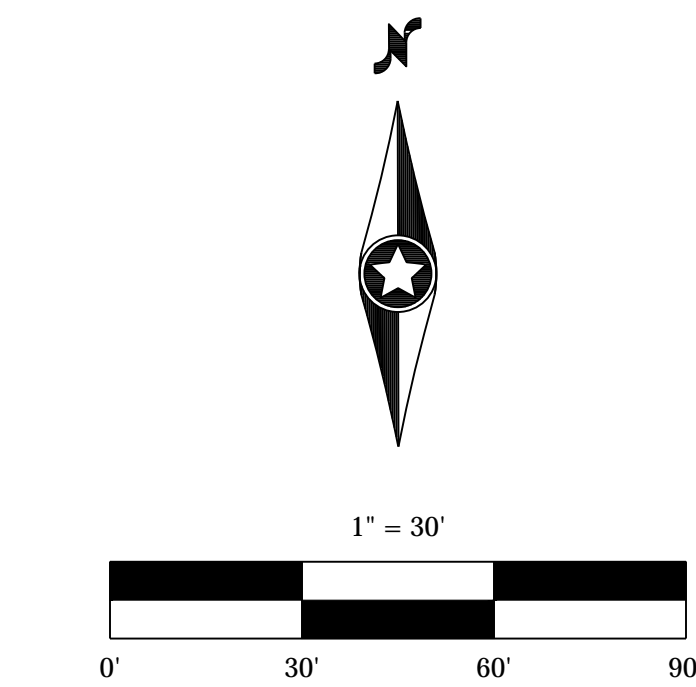
EXISTING	PROPOSED	
SAN	SAN	PROPERTY LINE
WM	WM	EASEMENT LINE
STO	STO	CURB AND GUTTER
WAT	WAT	SANITARY SEWER
WAT	WAT	SANITARY SEWER FORCE MAIN
WAT	WAT	STORM SEWER
WAT	WAT	WATER MAIN
WAT	WAT	HYDRANT
GAS	GAS	GAS
PUC	PUC	UNDERGROUND ELECTRIC
POH	POH	OVERHEAD ELECTRIC
TOH	TOH	UNDERGROUND TELEPHONE
TOH	TOH	OVERHEAD TELEPHONE
FO	FO	TELEPHONE FIBER OPTIC
CTV	CTV	CABLE TELEVISION
D-T	D-T	DRAIN TILE
D-T	D-T	GATE VALVE
D-T	D-T	FLARED END SECTION (WITH RIPRAP)
D-T	D-T	LIGHT POLE

GENERAL UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10-FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. DUCTILE IRON WATER LINES SHALL BE CLASS 52, PER AWWA C115 OR C151. COPPER WATER LINES SHALL BE TYPE K PER ASTM B88. PVC WATER LINES SHALL BE PER AWWA C900 AND INSTALLED PER AWWA C605 IF ALLOWED BY CITY.
12. ALL WATER LINES SHALL HAVE 7.5' MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 8' OF COVER. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
13. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF THE BUILDING AND UNDER FOOTINGS SHALL BE SCHEDULE 40 PER ASTM D2665. ALL PLASTIC SANITARY SEWER SHALL BE INSTALLED PER D2321. SOLVENT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE, PART 712.0.
14. STORM SEWER PIPE
 - A. RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - B. REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED. PER ASTM C76 WITH R-4 GASKETS.
 - C. HDPE STORM PIPE 4- TO 10- INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HDPE STORM PIPE 12- TO 60- INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D2321.
 - D. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2665 AND INSTALLED PER ASTM D2321.
 - E. CORRUGATED METAL PIPE (CMP) FOR SIZES 18- TO 120- INCH AND MUST MEET ASTM A760 OR ASTM A796 AND BE INSTALLED PER ASTM A798. CMP MAY NOT BE INSTALLED WITHIN 10- FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
 - F. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE CASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10- FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
15. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA RULES, PART 7560.0150.
16. POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCVS2 (OR EQUIVALENT).
17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
18. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.
19. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

UTILITY KEYNOTE

- A. CONNECT TO EXISTING. COORDINATE CONNECTION WITH THE CITY.



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DISCUSS	10/16/2020
CHECKED	09/12/2021
DRAWN	01/25/2022
REVISIONS	05/09/2022
DATE	05/12/2022

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE 5365
EDINA, MN 55445

1. I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
DAVID T. BADE
DATE: 05/13/2022 (REUSE NO.)

7001 FRANCE
EDINA, MN

Westwood
Phone (952) 337-5159
Fax (952) 337-5222
12701 Whitewater Drive, Suite #200
Minneapolis, MN 55434
Westwood Professional Services, Inc.

SANITARY AND
WATERMAIN PLAN

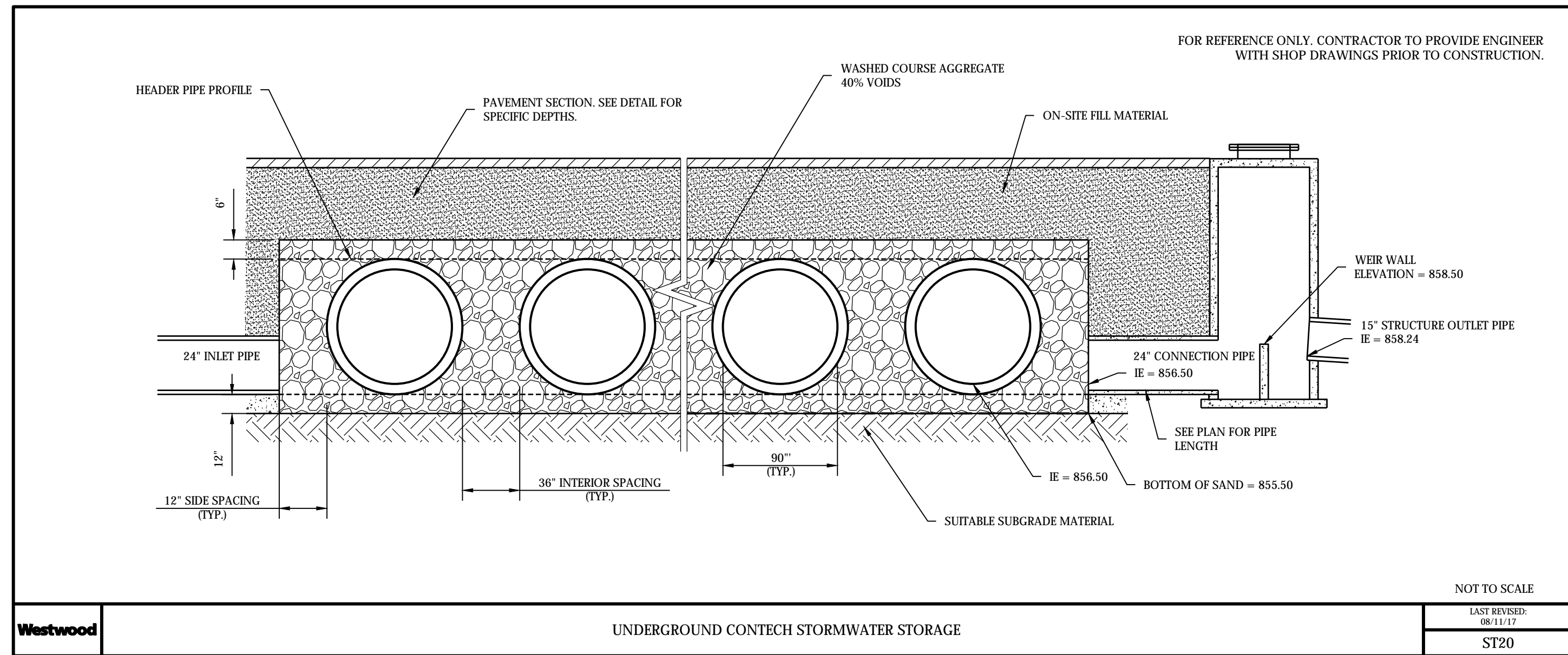
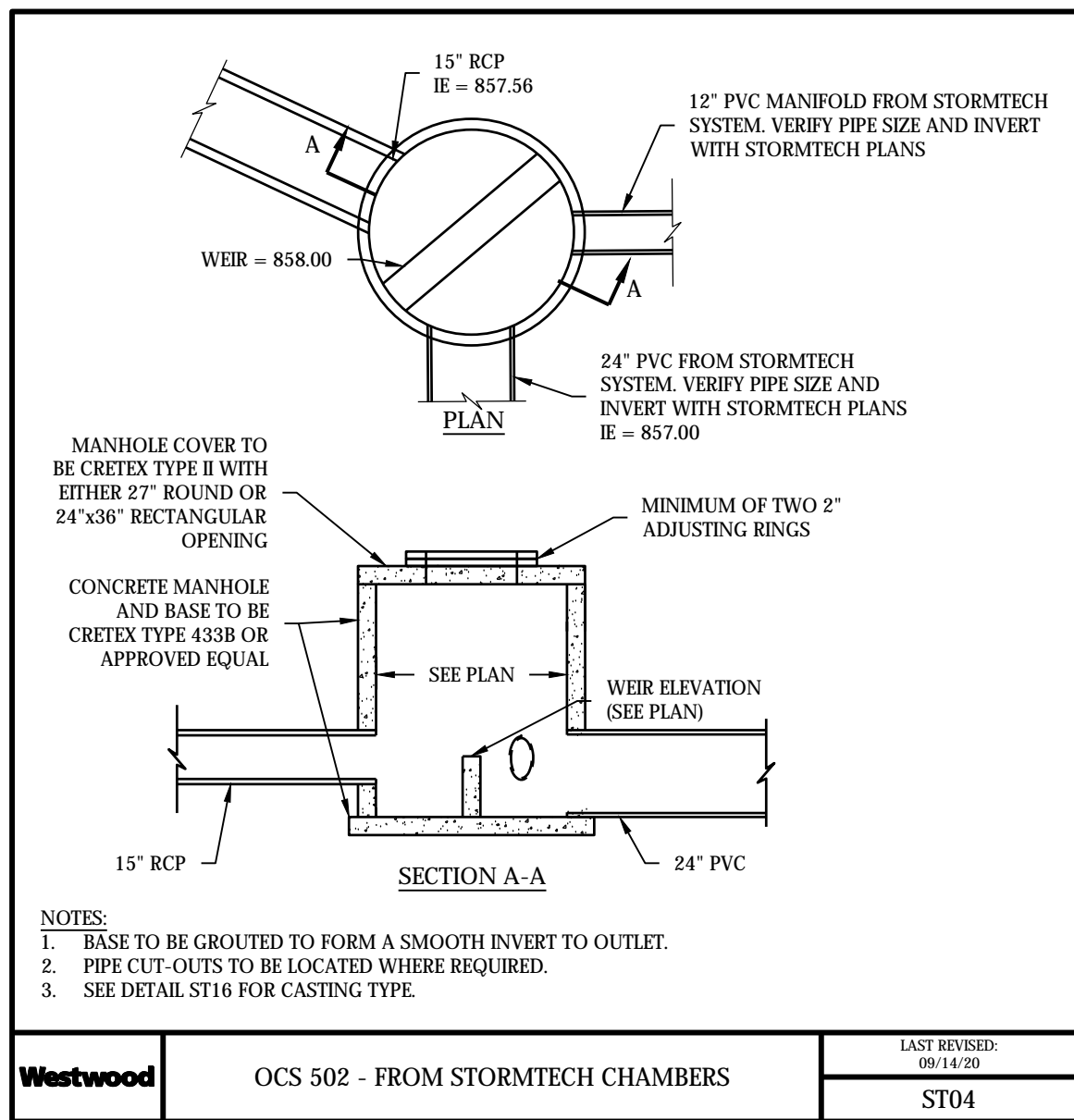
SHEET NUMBER:

C400

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10

7001 FRANCE



EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
		SANITARY SEWER
		SANITARY SEWER FORCE MAIN
		STORM SEWER
		WATER MAIN
		HYDRANT
		GAS
		UNDERGROUND ELECTRIC
		OVERHEAD ELECTRIC
		UNDERGROUND TELEPHONE
		OVERHEAD TELEPHONE
		TELEPHONE FIBER OPTIC
		CABLE TELEVISION
		DRAIN TILE
		GATE VALVE
		FLARED END SECTION (WITH RIPRAP)
		LIGHT POLE

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SEWER LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10- FEET OF THE CROSSING. INSULATE CROSSINGS WITH UTILITY SERVICE.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. DUCTILE IRON WATER LINES SHALL BE CLASS 52. PER AWWA C115 OR C151. COPPER WATER LINES SHALL BE TYPE K PER ASTM B88. PVC WATER LINES SHALL BE PER AWWA C900 AND INSTALLED PER AWWA C605 IF ALLOWED BY CITY.
12. ALL WATER LINES SHALL HAVE 7.5" MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 7.5' OF COVER. INSULATION SHALL BE DOW STYROFOAM HR BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
13. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF THE BUILDING AND UNDER FOOTINGS SHALL BE SCHEDULE 40 PIPE. DOWNS. ALL PLASTIC SANITARY SEWER SHALL BE INSTALLED PER D291. SOLVENT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE, PART 712.0.
14. STORM SEWER PIPE:
 - A. RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - B. REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED, PER ASTM C76 WITH R-4 GASKETS.
 - C. HDPE STORM PIPE 4" TO 10- INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASHOTO M252. HDPE STORM PIPE 12" TO 60- INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D3231.
 - D. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2965 AND INSTALLED PER ASTM D3231.
 - E. CORRUGATED METAL PIPE (CMP) FOR SIZES 18" TO 120- INCH AND MUST MEET ASTM A790 OR ASTM A796 AND BE INSTALLED PER ASTM A798. CMP MAY NOT BE INSTALLED WITHIN 10- FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
 - F. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10- FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
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17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS- BUILT RECORD OF UTILITY CONSTRUCTION, THE AS- BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST- CONSTRUCTION ELEVATIONS IS REQUIRED.
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INITIAL ISSUE REVISIONS	10/16/2020				
△	06/12/2021	PRELIMINARY DEVELOPMENT PLAN / PID		DISIGNED	-
△	01/02/2022	WATERSHED COMMENTS		CHECKED	-
△	02/08/2022	COUNTY SUBMITTAL		DRAWN	-
△	05/06/2022	CITY STORMWATER COMMENTS		HORIZONTAL SCALE	###
△	05/12/2022	SITE PLAN REVIEW		VERTICAL SCALE	### @ 1" = 1'

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

DAVID T. BADE

DATE: 05/13/2022 LICENSE NO. _____

7001 FRANCE
EDINA, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #500
Fax (952) 937-5822 Minneapolis, MN 55343
Toll Free (888) 937-5150 westwoodpl.com
Westwood Professional Services, Inc.

STORM SEWER PLAN

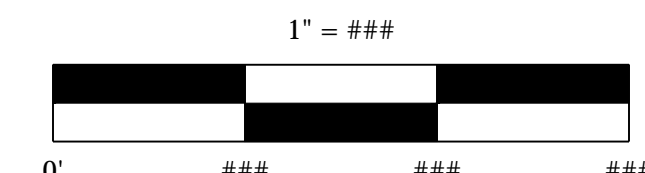
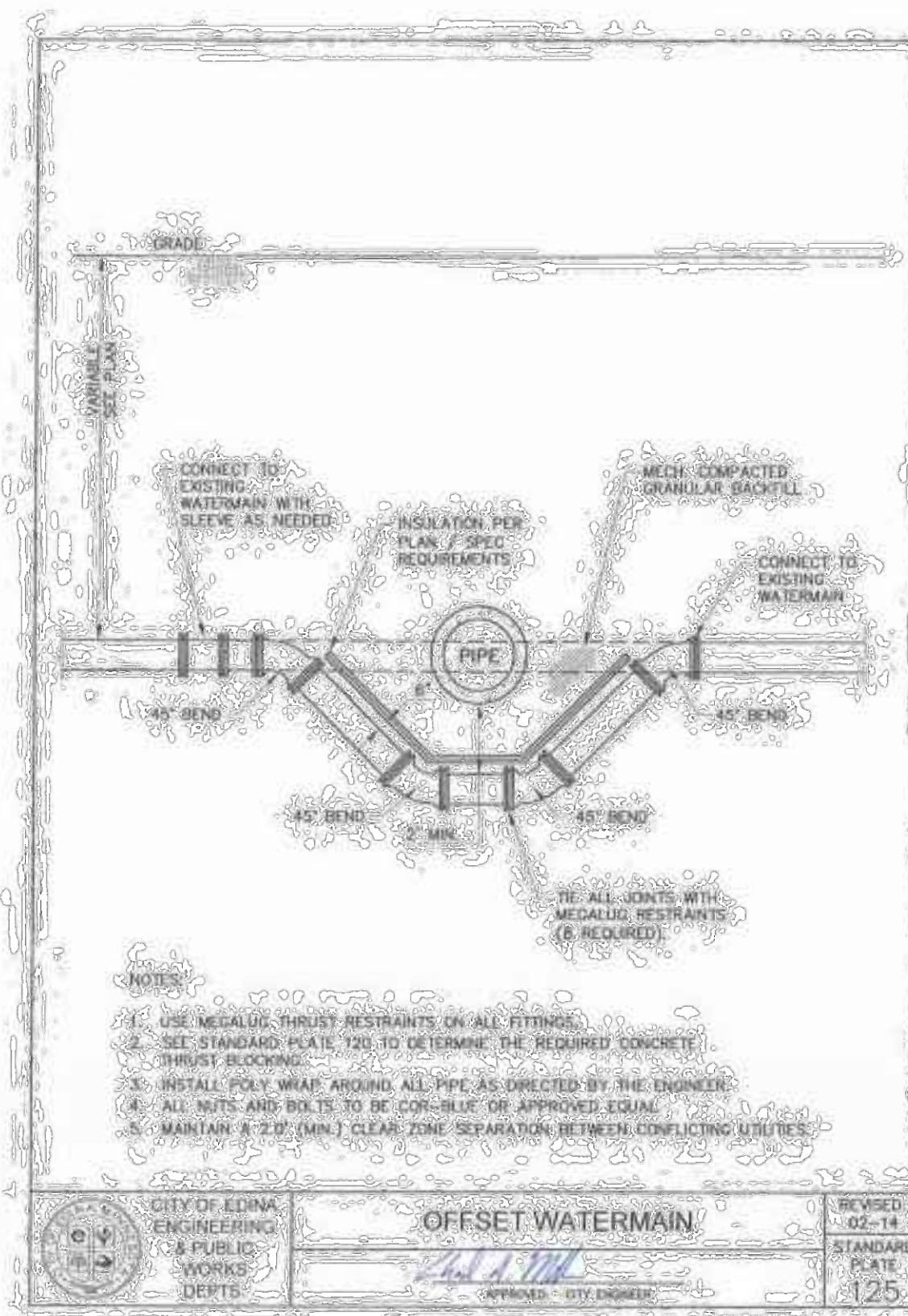
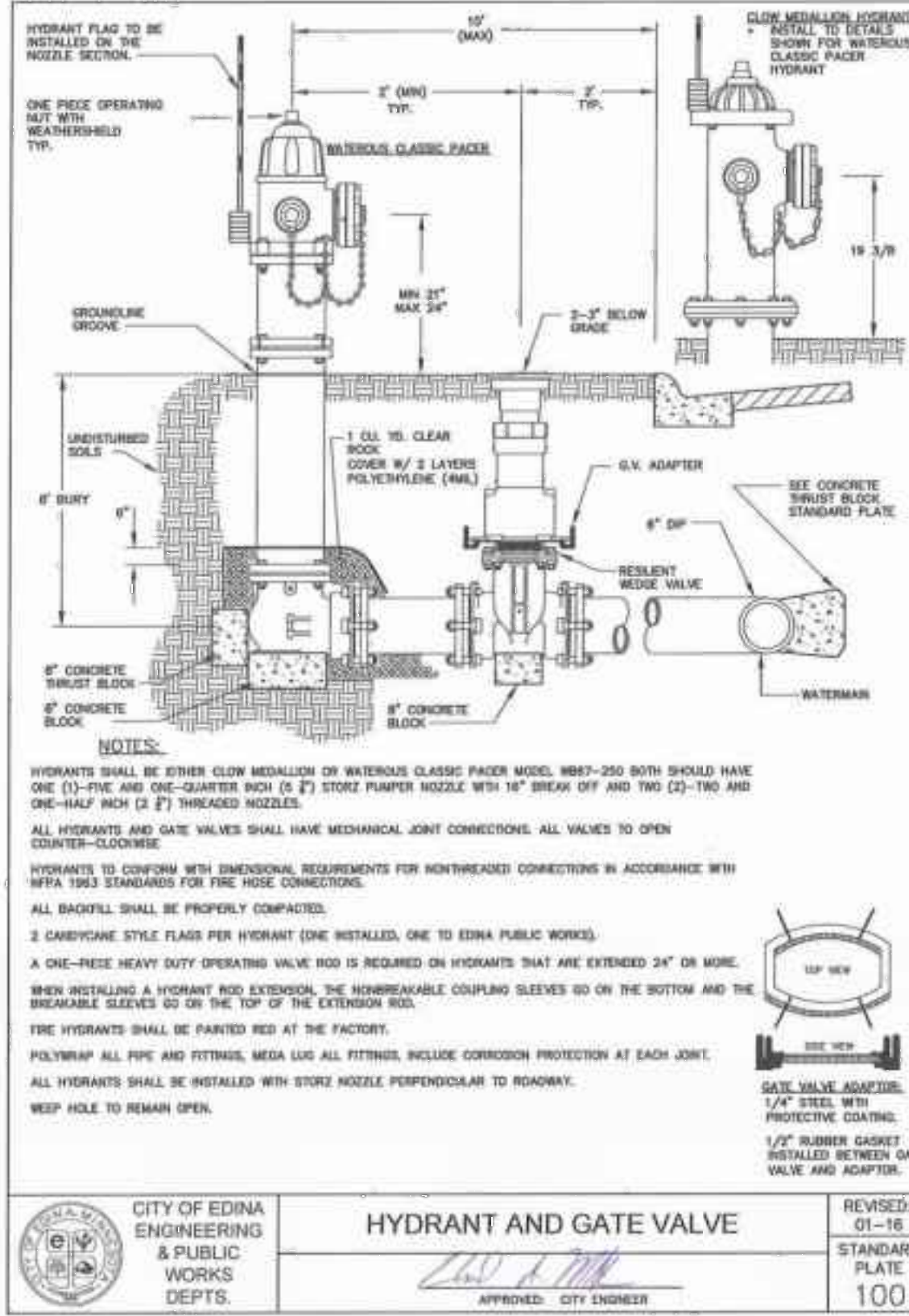
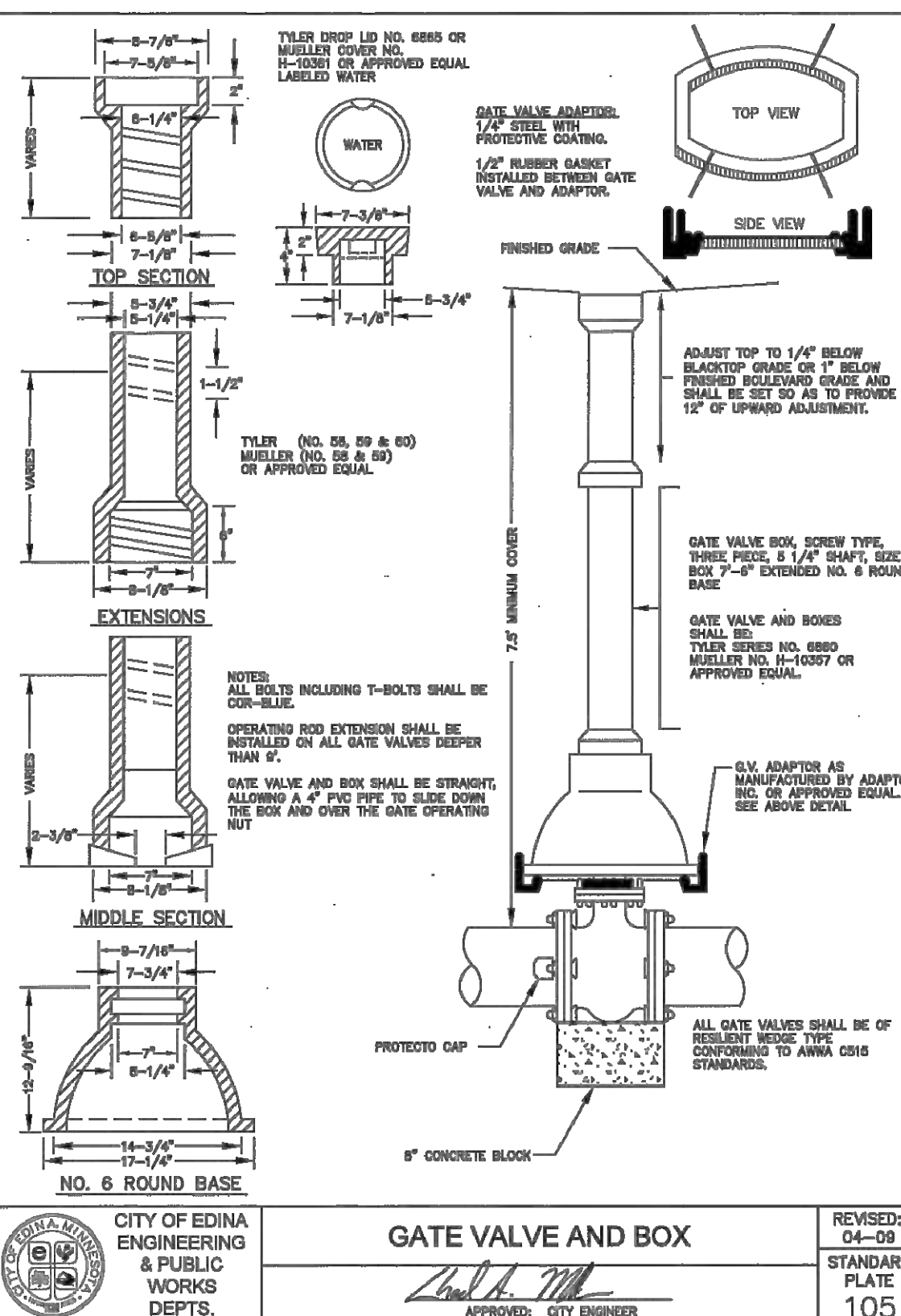
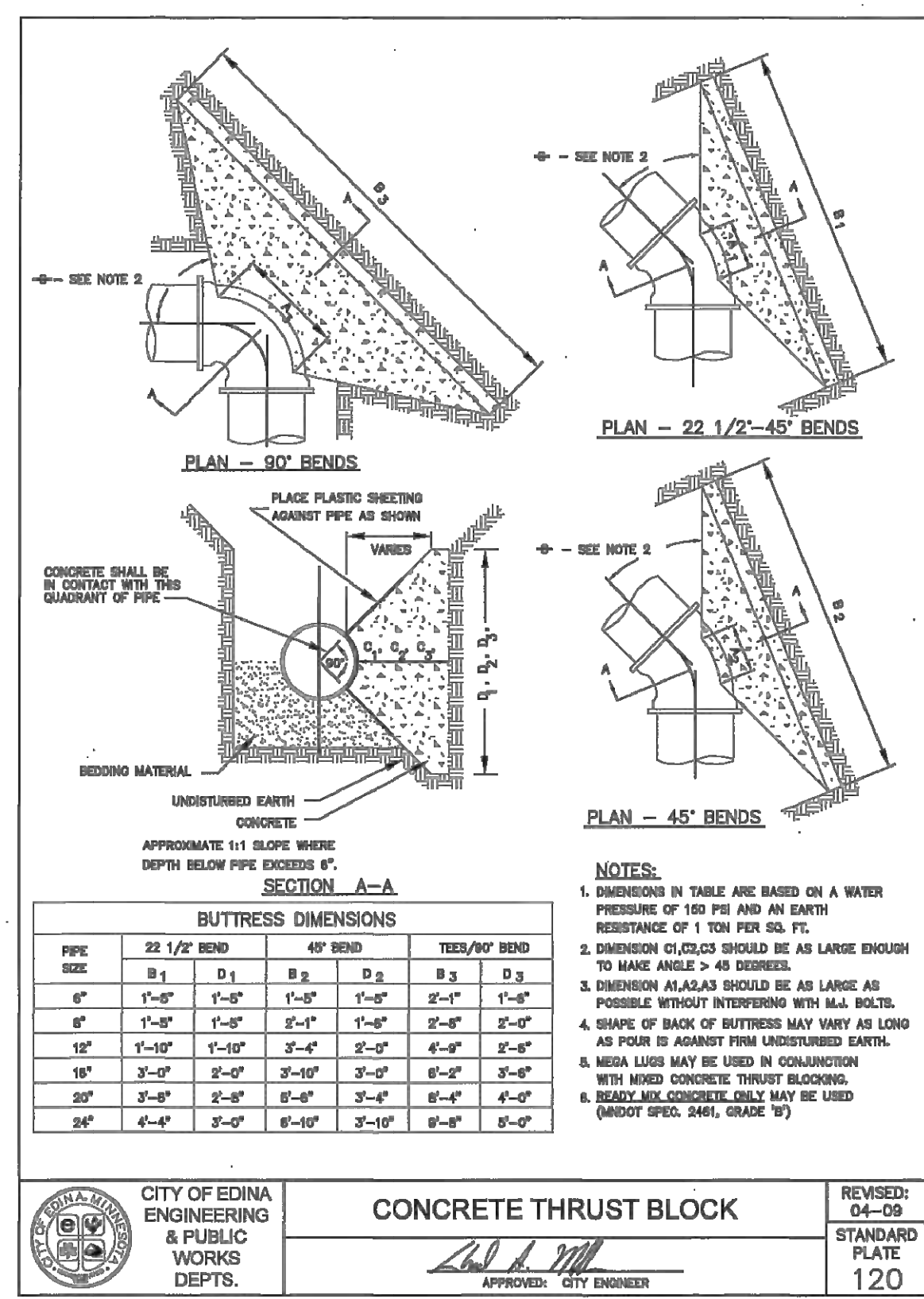
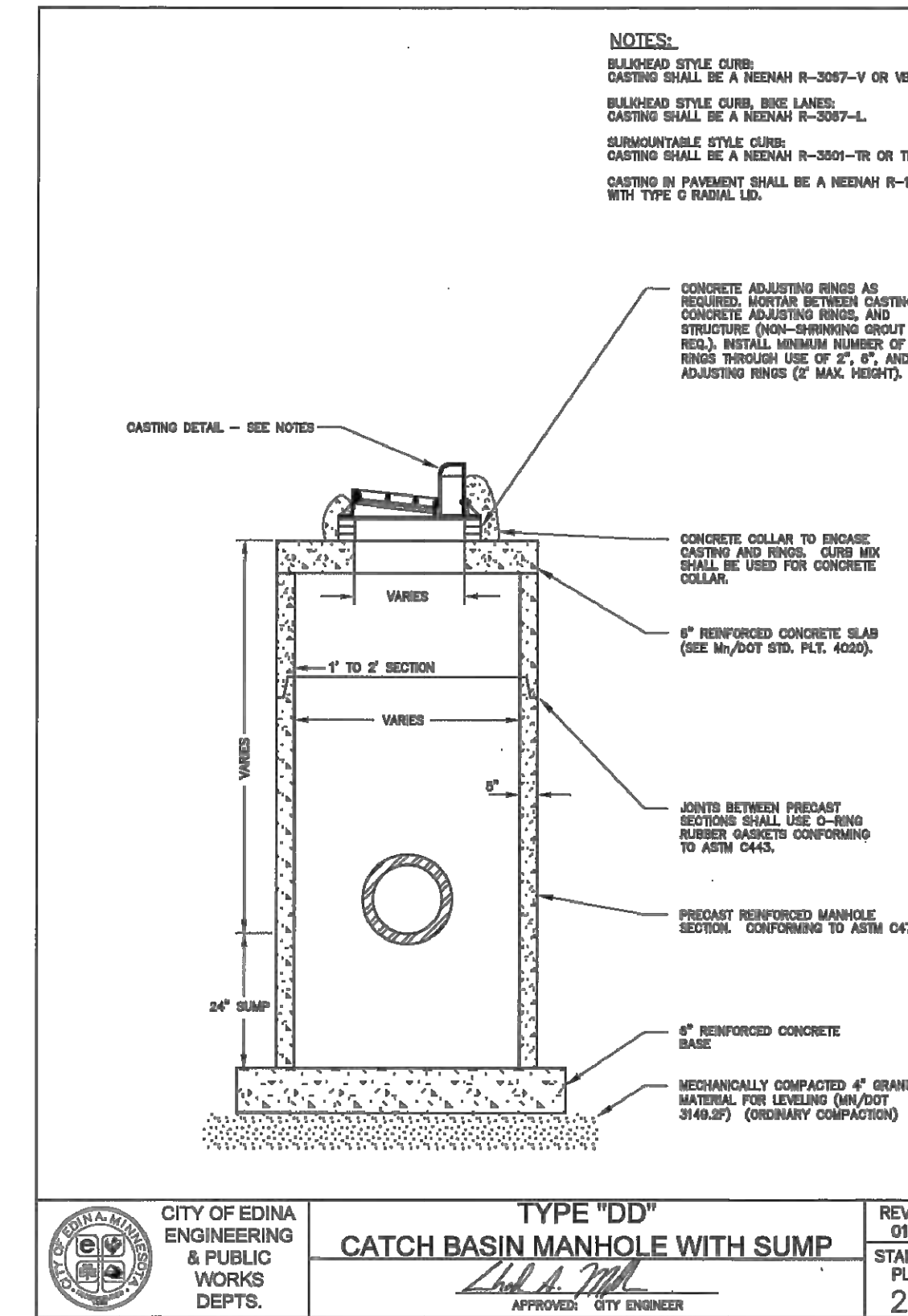
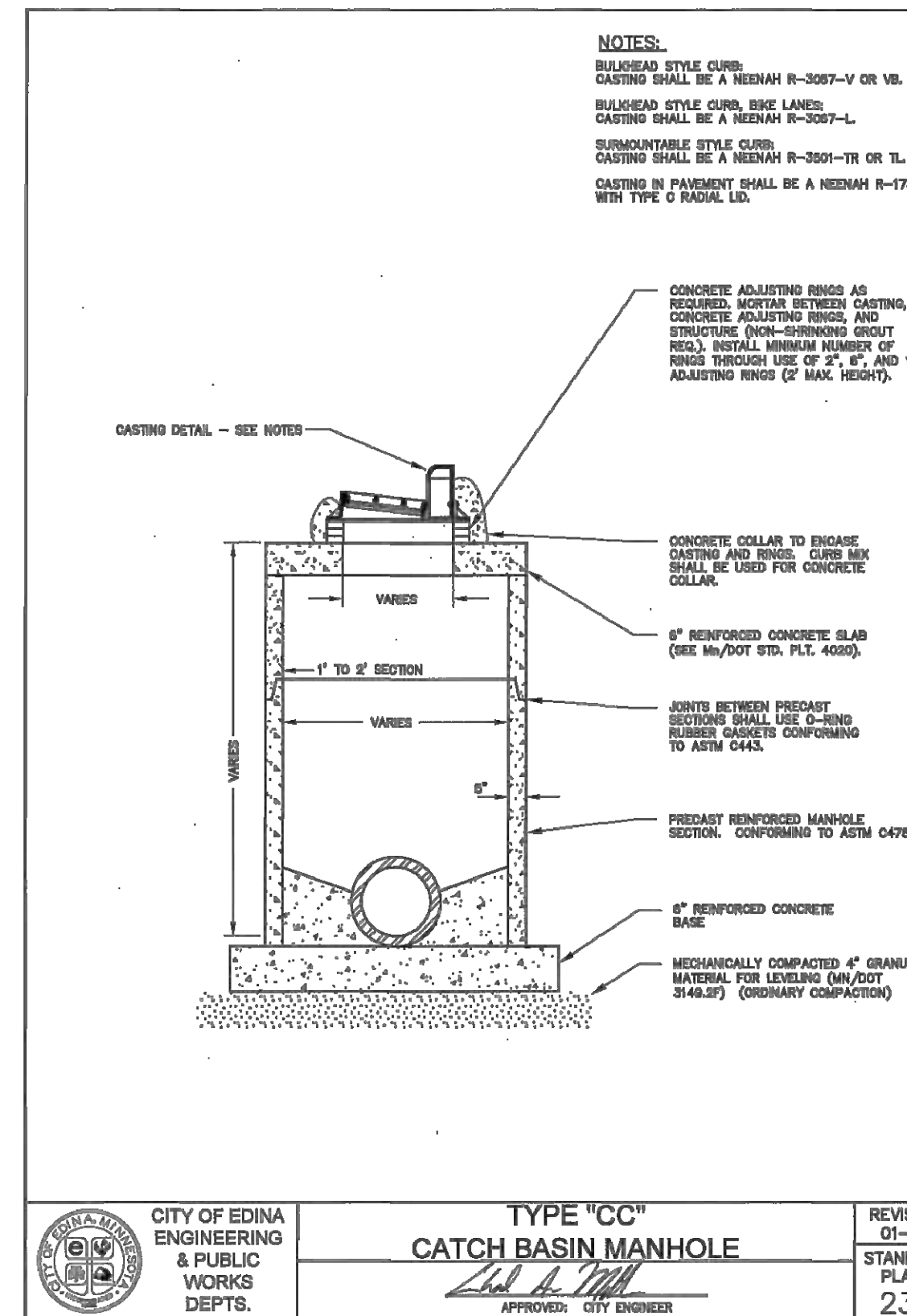
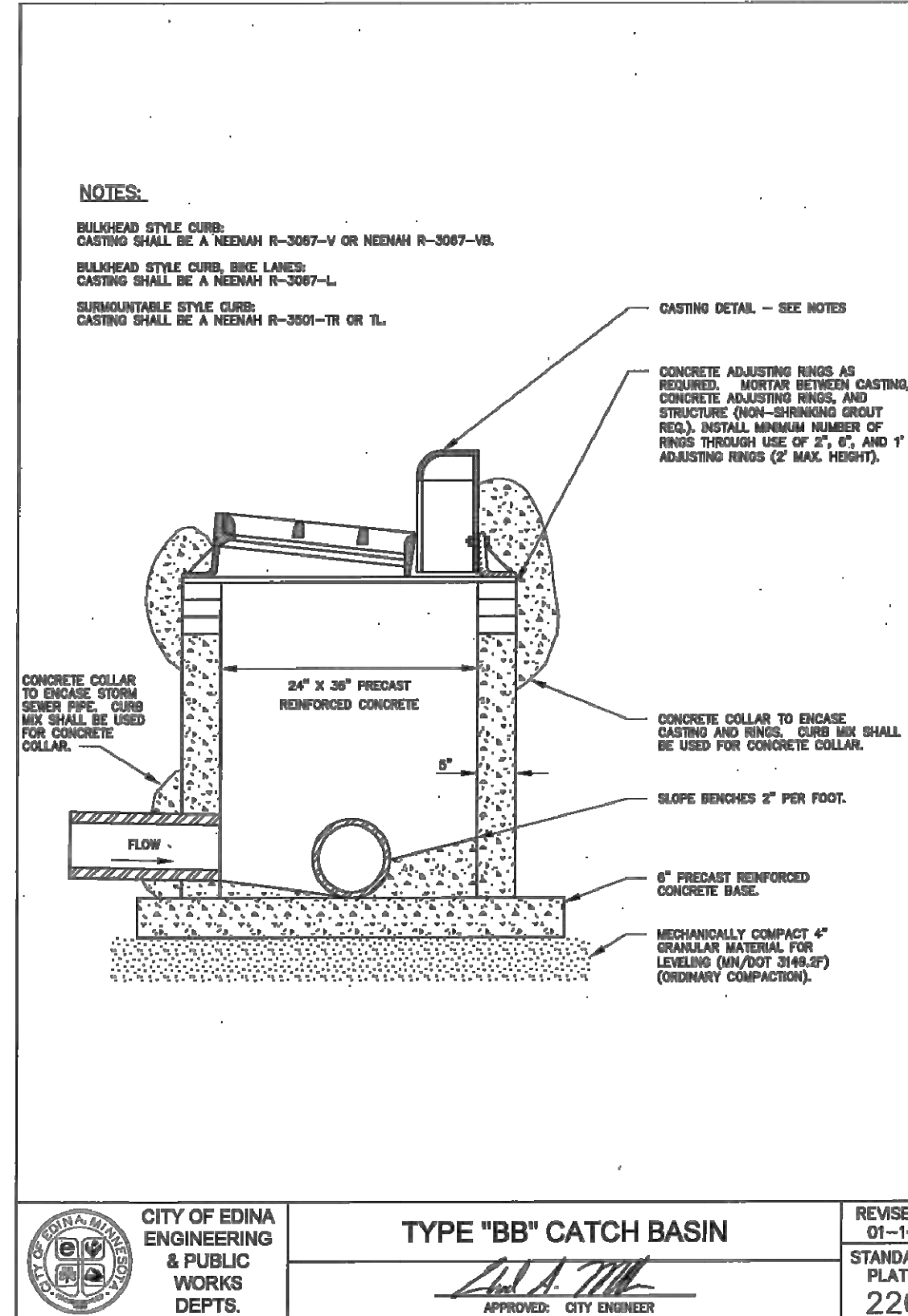
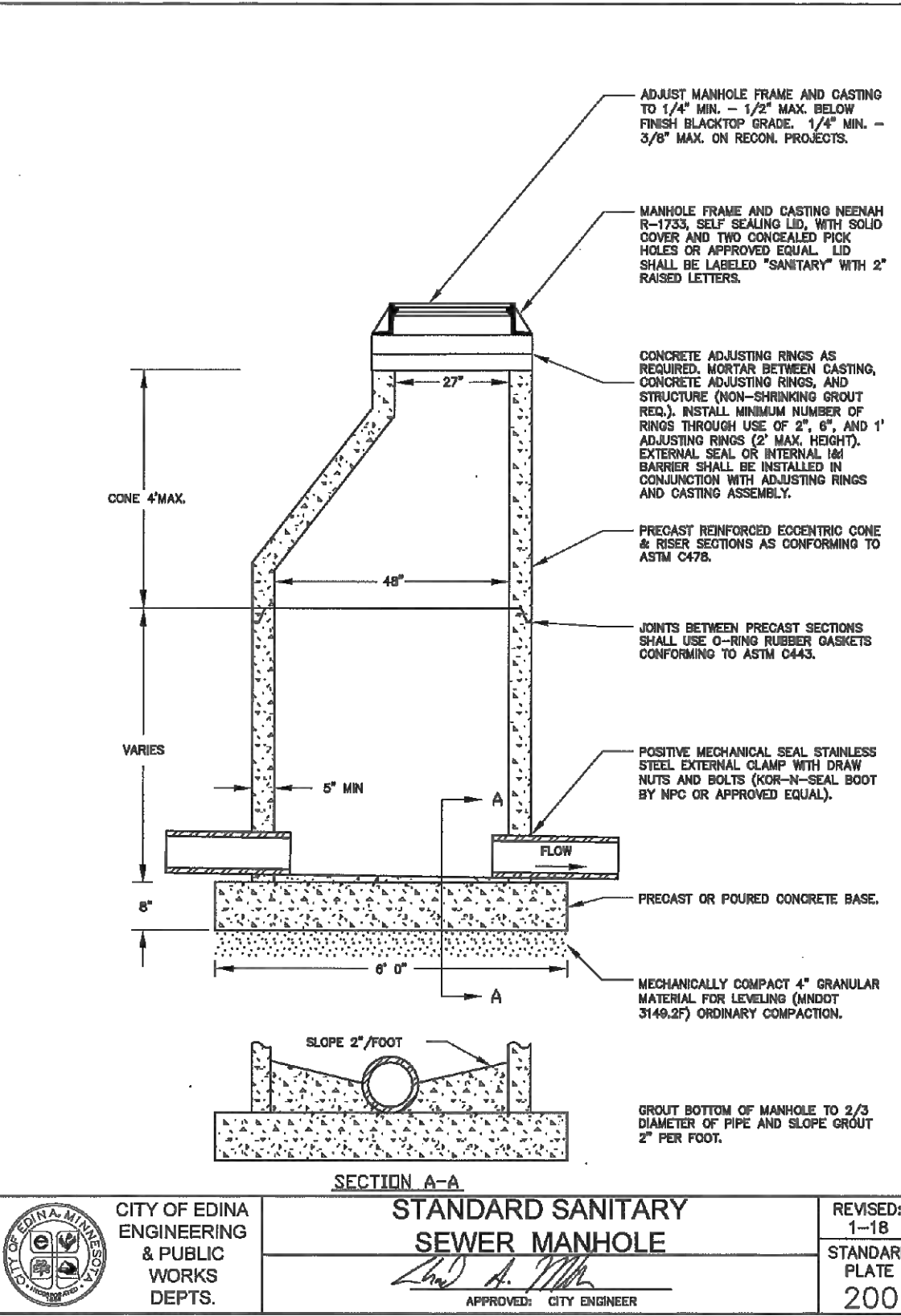
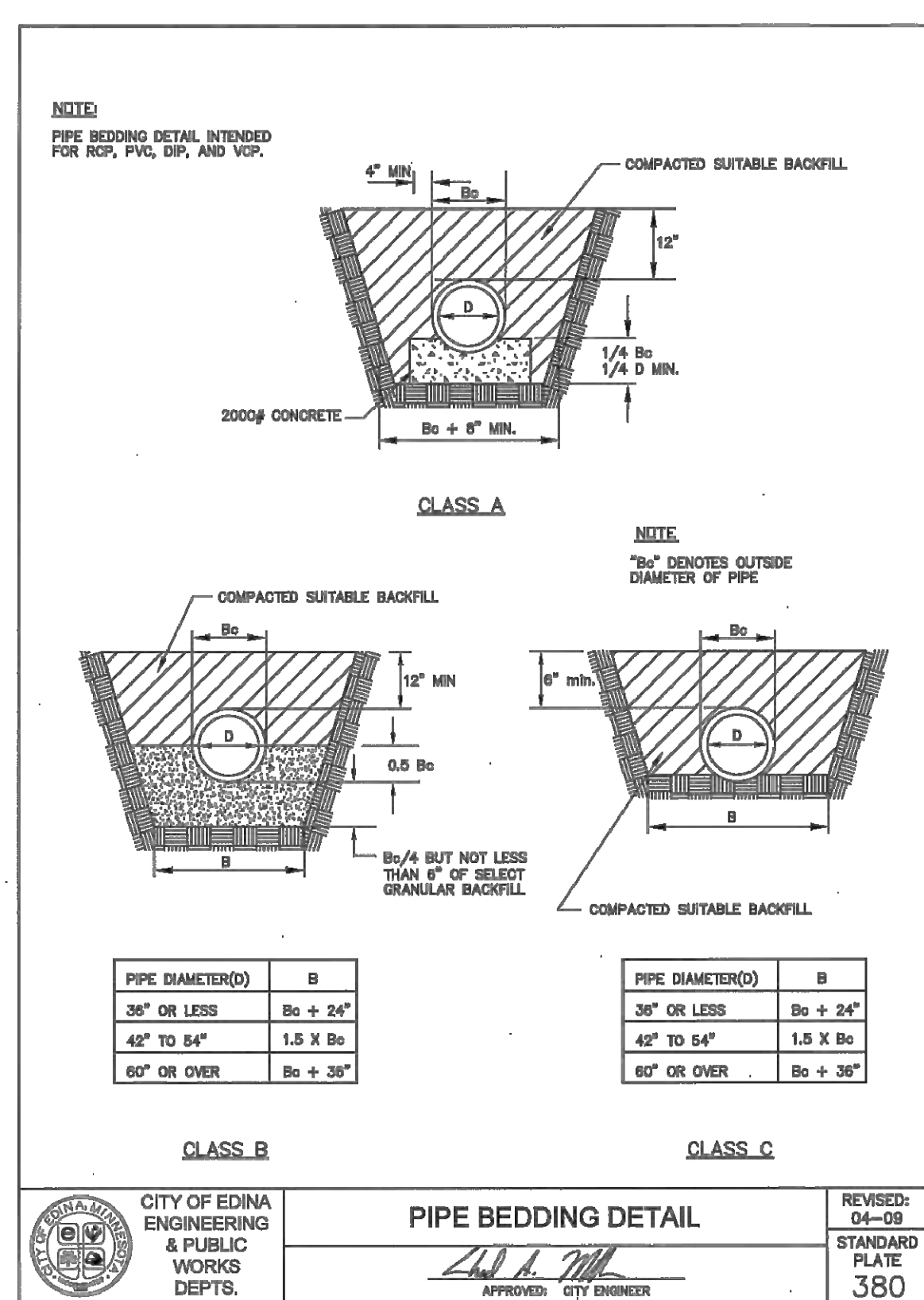
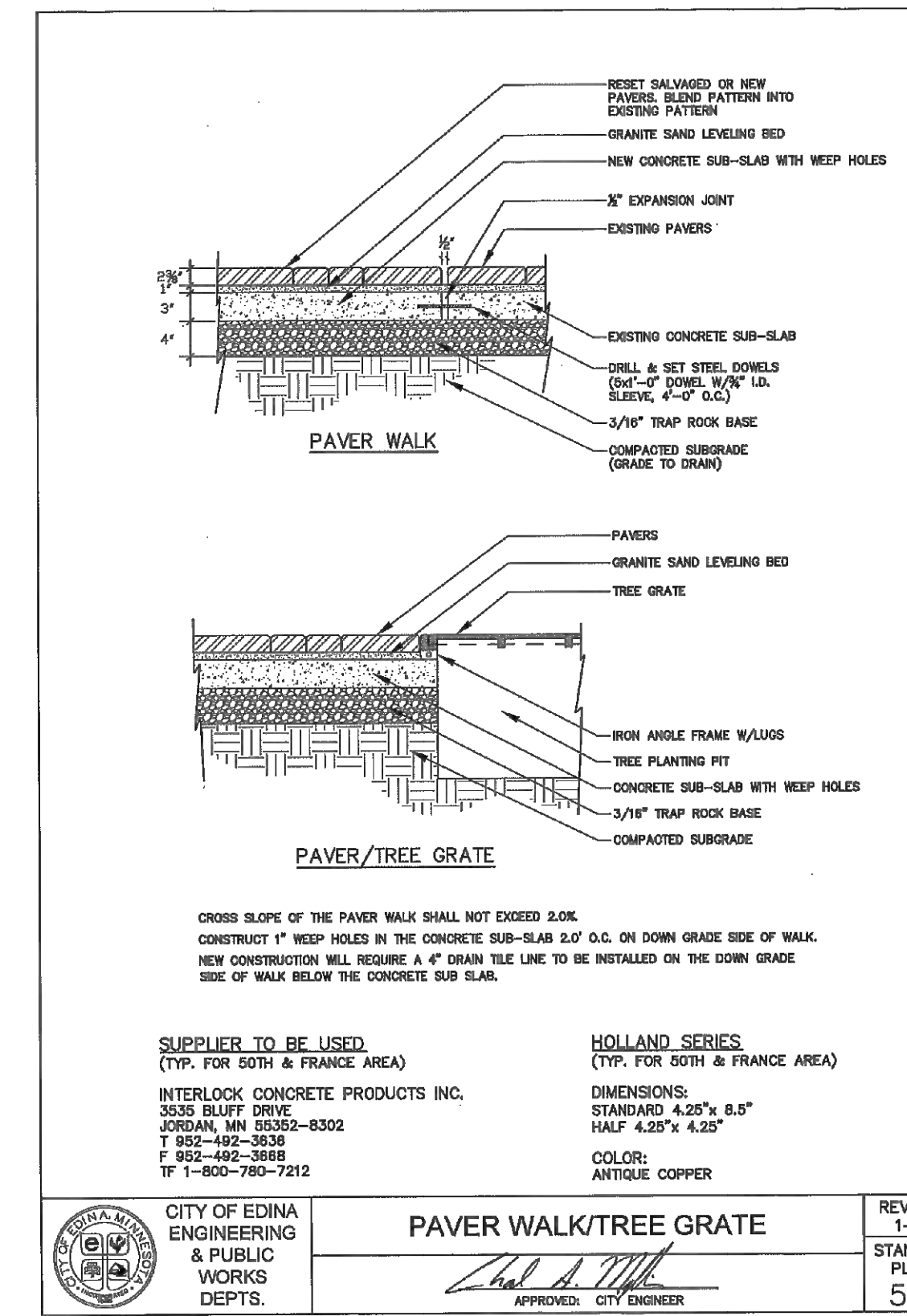
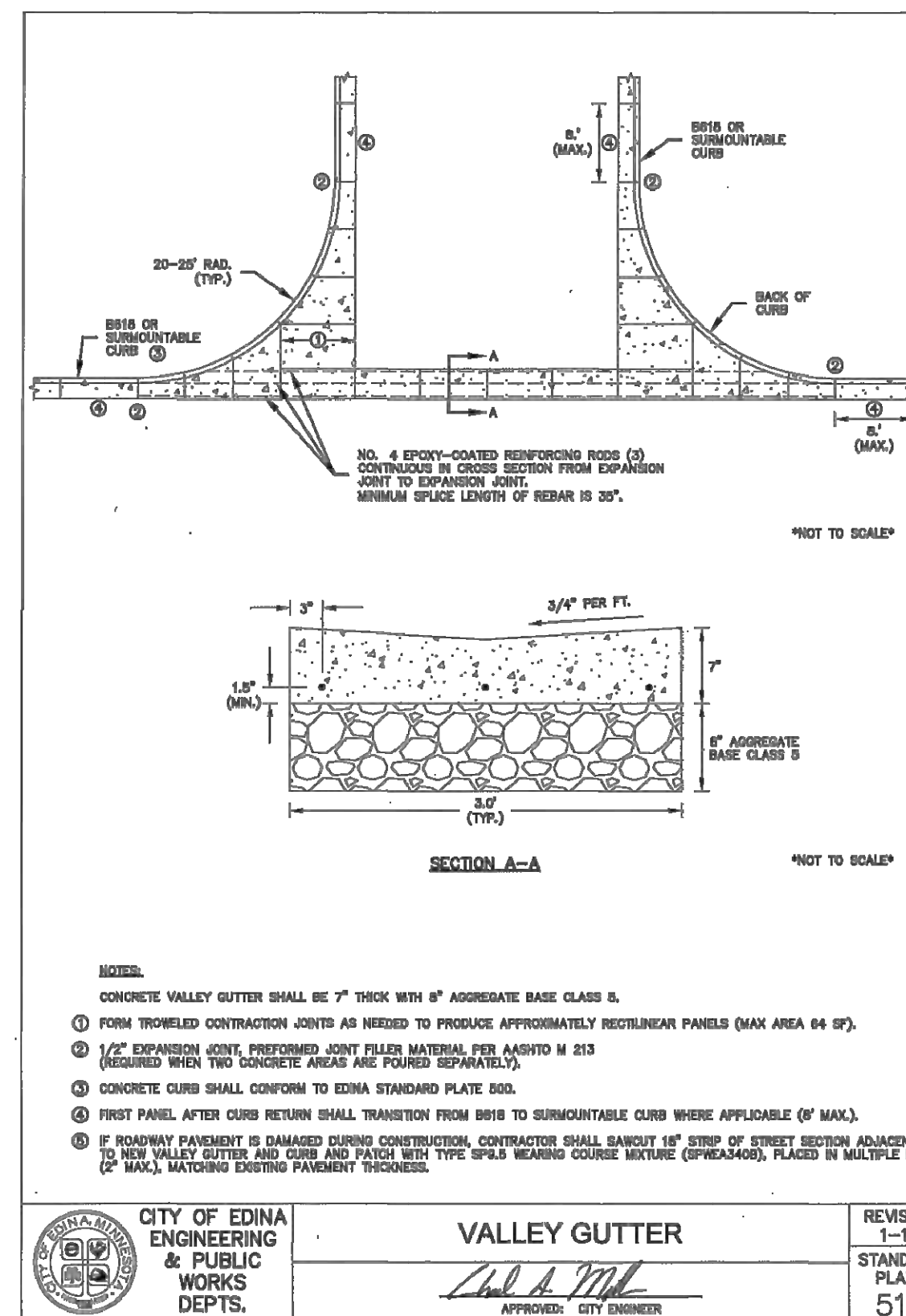
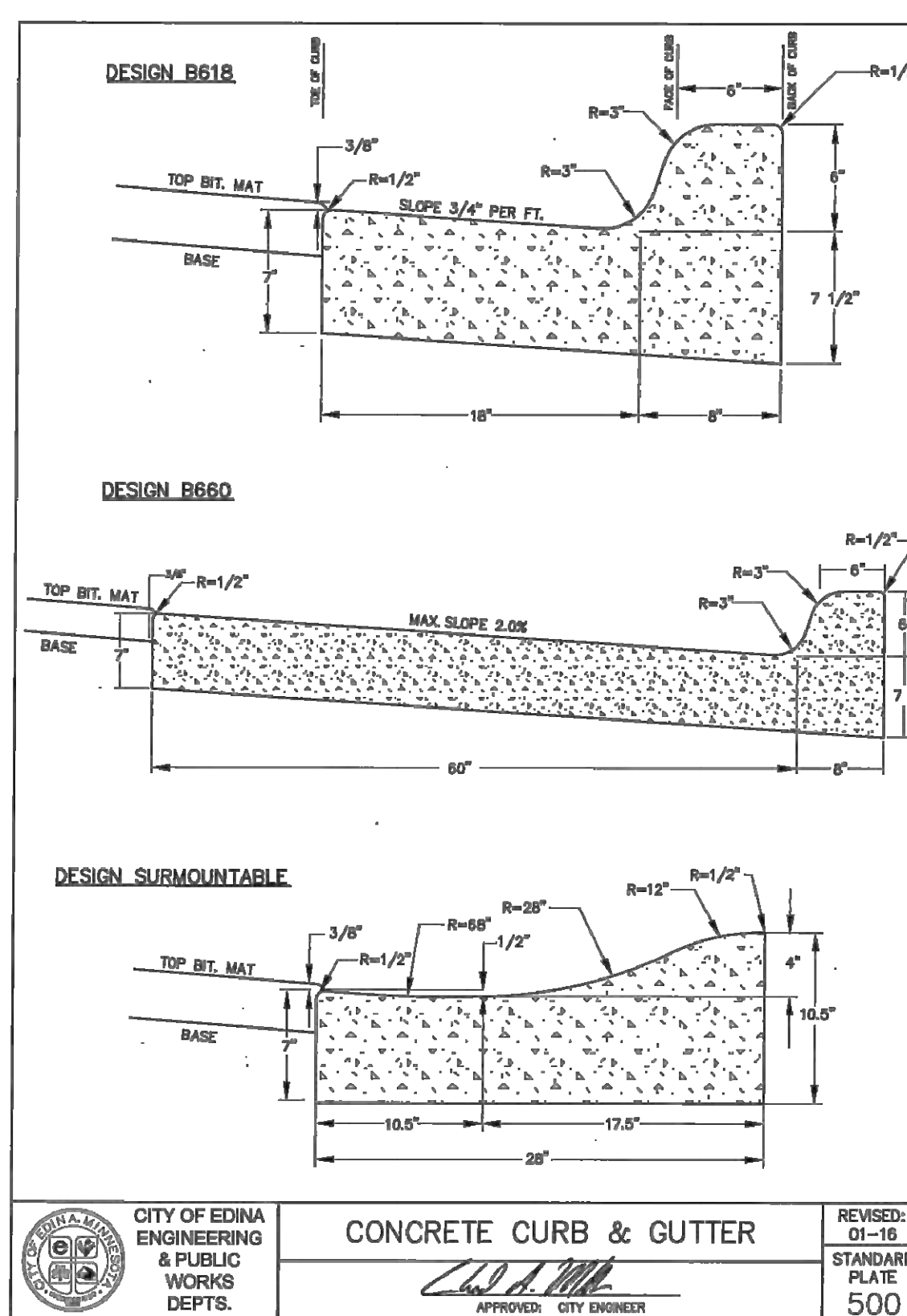
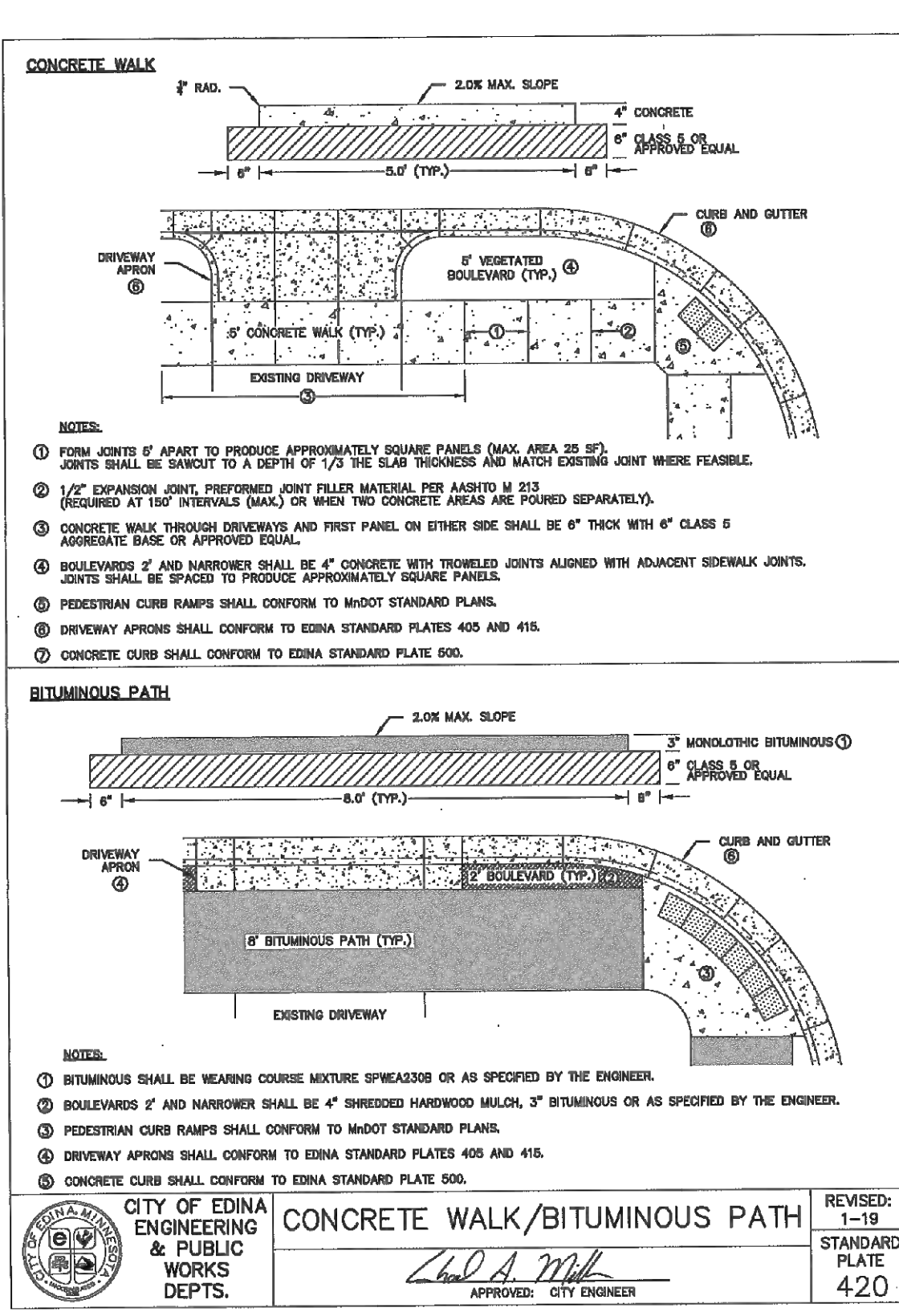
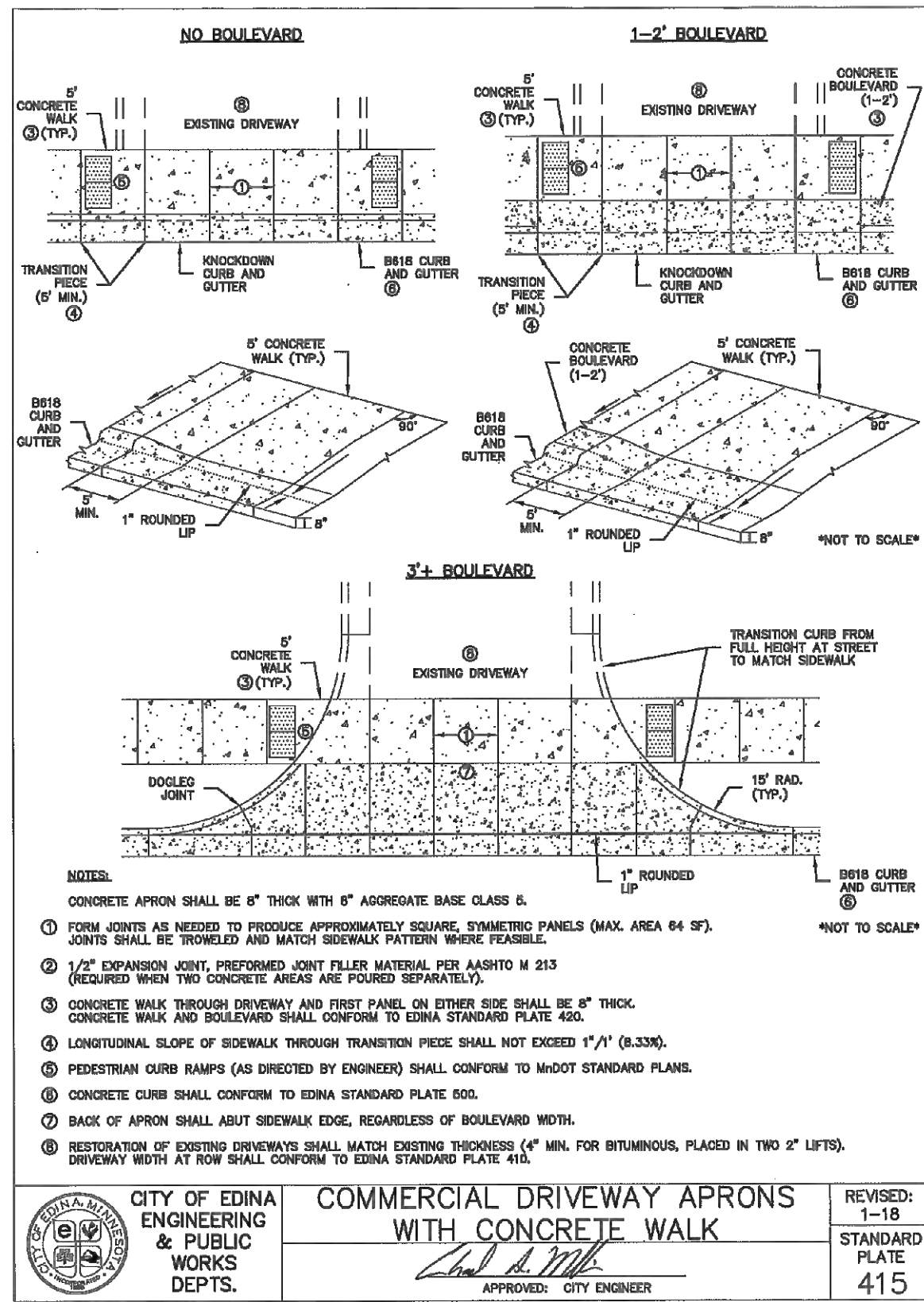
SHEET NUMBER:

C401

DATE: 05/13/2022

7001 FRANCE

N:\029211\DWG\CIVIL\029211.10.DWG



NOT FOR CONSTRUCTION

N:\002921\1\DDWG\CIVIL\002921\1\DDWG.DWG

<p>NOTES: 1. EXPANSION JOINT SPACING IS 100' 2. MIN. 3" CL. UNDER C&G. 3. CURB SHALL BE PER MDOT SPEC 2531</p>		<p>NOTES: 1. 1/2" PREFORMED JOINT FILLER MATERIAL- ASHTO M213 2. CONCRETE GUTTER SHALL BE PER MDOT SPEC 2531</p>		<p>NOTES: 1. 1/2" PREFORMED JOINT FILLER MATERIAL- ASHTO M213 2. CONCRETE GUTTER SHALL BE PER MDOT SPEC 2531</p>		<p>NOTES: 1. 1/2" PREFORMED JOINT FILLER MATERIAL- ASHTO M213 2. CONCRETE GUTTER SHALL BE PER MDOT SPEC 2531</p>		<p>NOTES: 1. PROVIDE A RELATIVELY FLAT MINIMUM 1/4" LANDING BEHIND THE PEDIESTRIAN RAMP. 2% MAXIMUM CROSS SLOPE BOTH DIRECTIONS. 2. CURB RAMP AREA TO BE CONCRETE AND MEET LATEST ADA REQUIREMENTS. RAMP CROSS SLOPE 2% MAXIMUM. BACK TO BACK PEDIESTRIAN RAMP SHALL HAVE MINIMUM 48" LANDING BETWEEN, OR PROVIDE AT GRADE CROSSING. 3. SIDE FLARE TO BE CONCRETE AND IMPLEMENTED WHERE ADJACENT TO PAVED AREA. FLARED SLOPE TO BE 10% MAXIMUM. EXISTING CURB RAMP ALTERATIONS, WITH NO LANDING, SHALL BE 8.33% MAXIMUM. PROVIDE 10% MAXIMUM SLOPE UNLESS NOTED OTHERWISE. 4. ANY VERTICAL UP THAT OCCURS AT THE FLOW LINE MAY NOT BE GREATER THAN 1/4" INCH. 5. ADA REQUIRED DETECTABLE WARNING SURF (TRUNCATED DOME) SHALL BE 2" MIN. IN DIRECTION OF LANDING AT CURB AND SHALL EXTEND THE FULL WIDTH OF THE LANDING. AREA SHALL BE CONTRASTING COLOR TO THE ADJACENT WALKING SURFACE WITH A PREPARED CAST IRON TRUNCATED DOME INSERT MEETING THE AIN DOME SIZE AND SPACING REQUIREMENTS.</p>		<p>NOTES: 1. CONCRETE SHALL BE REINFORCED WITH WELDED WIRE FABRIC OR REINFORCED BARS TO ASSIST IN CONTROLLING CRACKING FROM DRYING, SHRINKAGE AND THERMAL CHANGES. 2. SAW/CUT FORWARD CONTROL JOINTS SHOULD BE INCLUDED FOR EACH 225-SQUARE FEET OF AREA OR LESS (15 FEET BY 15 FEET). CONTRACTOR SHALL PREPARE JOINTING PATTERN AND SUBMIT TO ENGINEER PRIOR TO CONSTRUCTION. 3. SAW CUTS SHOULD NOT CUT THROUGH THE WELDED WIRE FABRIC OR REINFORCING STEEL AND DOWELS SHOULD BE UTILIZED AT FORMED AND OR COLD JOINTS. 4. DOWELS SHALL BE UTILIZED AT FORMED AND/OR COLD JOINTS. DOWELS SHALL BE 30" LONG 1/2" DIAMETER SMOOTH AND GREASED THE BARS AT 30" SPACING. MINIMUM 18" FROM PAVEMENT EDGE.</p>	
<p>NOTES: 1. TAPED AREAS TO BE CENTERED AND ALIGNED ON CENTER LINE AND LANE LINES. MAKE ADJUSTMENTS IN CENTER MEDIAN AREA. 2. ZEBRA CROSSWALKS SHALL BE WHITE POLYMER-PREFORMED TAPE OR AN ACCEPTABLE EQUIVALENT APPROVED BY THE ENGINEER. 3. A MINIMUM OF 1.5 FT. CLEAR DISTANCE MUST BE LEFT ADJACENT TO CURB. IF LAST STRIPED AREA FALLS INTO THIS DISTANCE, IT MUST BE OMITTED. 4. REMOVE ALL CONFLICTING PAVEMENT MARKINGS AS DIRECTED BY THE ENGINEER. 5. AT SKEWED CROSSWALKS, THE TAPED AREAS ARE TO REMAIN PARALLEL TO THE LANE LINES. 6. WHERE PAVEMENT MARKINGS CAN NOT BE INLAYED INTO THE HOT MAT, PAVEMENT SHALL BE GROOVED FOR THE INSTALLATION OF THE POLYMER-PREFORMED MARKINGS. SEE MDOT STANDARD SPECIFICATION 2544.</p>		<p>NOTE: 1. ALL TRAFFIC FLOW ARROWS TO BE SOLID WHITE REFLECTIVE TRAFFIC PAINT AS PER DIMENSIONS ABOVE</p>		<p>NOTE: 1. SIGN TO BE 2- SIDED WHERE HANDICAP PARKING STALLS FACE ONE ANOTHER. 2. PARKING GRADE IS DEFINED AS EITHER FLOW LINE OF CURB OR PAVEMENT SURFACE AT THE HEAD OF THE STALL.</p>		<p>NOTE: 1. SIGN TO BE 2- SIDED WHERE HANDICAP PARKING STALLS FACE ONE ANOTHER. 2. PARKING GRADE IS DEFINED AS EITHER FLOW LINE OF CURB OR PAVEMENT SURFACE AT THE HEAD OF THE STALL.</p>		<p>PAVEMENT SECTIONS SHOWN ARE FOR PLANNING PURPOSES ONLY. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT SECTIONS.</p>		<p>NOTES: 1. VERIFY DRIVEWAY LOCATION WITH DEVELOPER 2. VERIFY MAXIMUM DRIVEWAY WIDTH WITH CITY 3. LOCATION SHOWN TYPICAL FOR GARAGE RIGHT ON TANGENT OF THE ROAD</p>	
<p>NOTE: MOUNTABLE CURB & GUTTER TO BE FORMED INTO A B&H TYPE AT CATCH BASIN</p>											
<p>NOTES: 1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN ACCUMULATED TO 1/2 THE HEIGHT OF THE FABRIC OR MORE. 2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF SITE AND CAN BE PERMANENTLY STABILIZED. 3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY. 4. ALL ENDS OF THE SILT FENCE SHALL BE WRAPPED UPSLOPE SO THE ELEVATION OF THE BOTTOM OF FABRIC IS HIGHER THAN "PONDING HEIGHT". 5. "HEAVY DUTY" IS SAME AS MACHINE SLICED ONLY HAND INSTALLED.</p>		<p>NOTES: 1. FILTER FABRIC SHALL BE PLACED UNDER ROCK/WOOD CHIPS TO STOP MUD MIGRATION THROUGH ROCK/WOOD CHIPS. 2. WOODCHIPS USED FOR CONSTRUCTION ENTRANCES MUST BE 80% NOT LESS THAN 2-INCHES AND NOT MORE THAN 5-INCHES. NO CHIPPED-UP MANUFACTURED WOOD AND/OR CHEMICALLY TREATED IS ALLOWED. 3. ENTRANCES MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION ON PUBLIC ROADWAYS. FLUTING ROCK OR WOODCHIPS WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY. 4. LENGTH AND WIDTH TO BE ADJUSTED FOR SITE CONDITIONS.</p>		<p>NOTES: 1. CONCRETE WASHOUT AREAS WILL HAVE AN IMPERMEABLE LINER TO PREVENT CONCRETE WASHOUT WATER FROM INFILTRATING/CONTACTING WITH SOIL. 2. IMPERMEABLE LINER INCLUDES 10 MIL POLY LINER OR COMPACTED CLAY LINER. 3. WASHOUT SYSTEMS CAN BE USED AS ALTERNATE WASHOUT AREAS.</p>		<p>NOTES: 1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS. (MEETING MDOT SPEC. 3735 GEOTEXTILES) 2. FINISHED SIZE (INCLUDING POCKETS) SHALL EXTEND A MINIMUM OF 10' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL. 3. DO NOT INSTALL PROTECTION IN INLETS SHALLOWER THAN 30". THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE BETWEEN THE INLET WALLS AND THE BAG. MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES. OF 3" WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG (USING PLASTIC ZIP TIES) TO ACHIEVE THE 3" CLEARANCE.</p>		<p>NOTES: 1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS. (MEETING SPEC. 3735 (TYPE I) GEOTEXTILES, PROPOSED 2005 EDITION)</p>		<p>NOTES: 1. INSULATION SHALL BE EXTRUDED POLYSTYRENE (XEPS) INSULATION BOARD, "CERTIFOAM SE" OR "STYROFOAM SM" OR EQUIVALENT. 2. INSULATION SHALL BE PLACED ON A SMOOTH LEVEL FOUNDATION WHICH HAS BEEN FIRMLY COMPACTED. 3. SEPARATE LAYERS OF INSULATION USED TO MAKE UP THE 4" THICKNESS SHALL HAVE STAGGERED JOINTS TO ENSURE THE CONTINUITY OF THE INSULATION. 4. ALL WATERMAIN/ STORM SEWER CROSSINGS WITH LESS THAN 36" CLEARANCE SHALL BE INSULATED. 5. SANITARY SEWER INSULATION SIMILAR</p>	

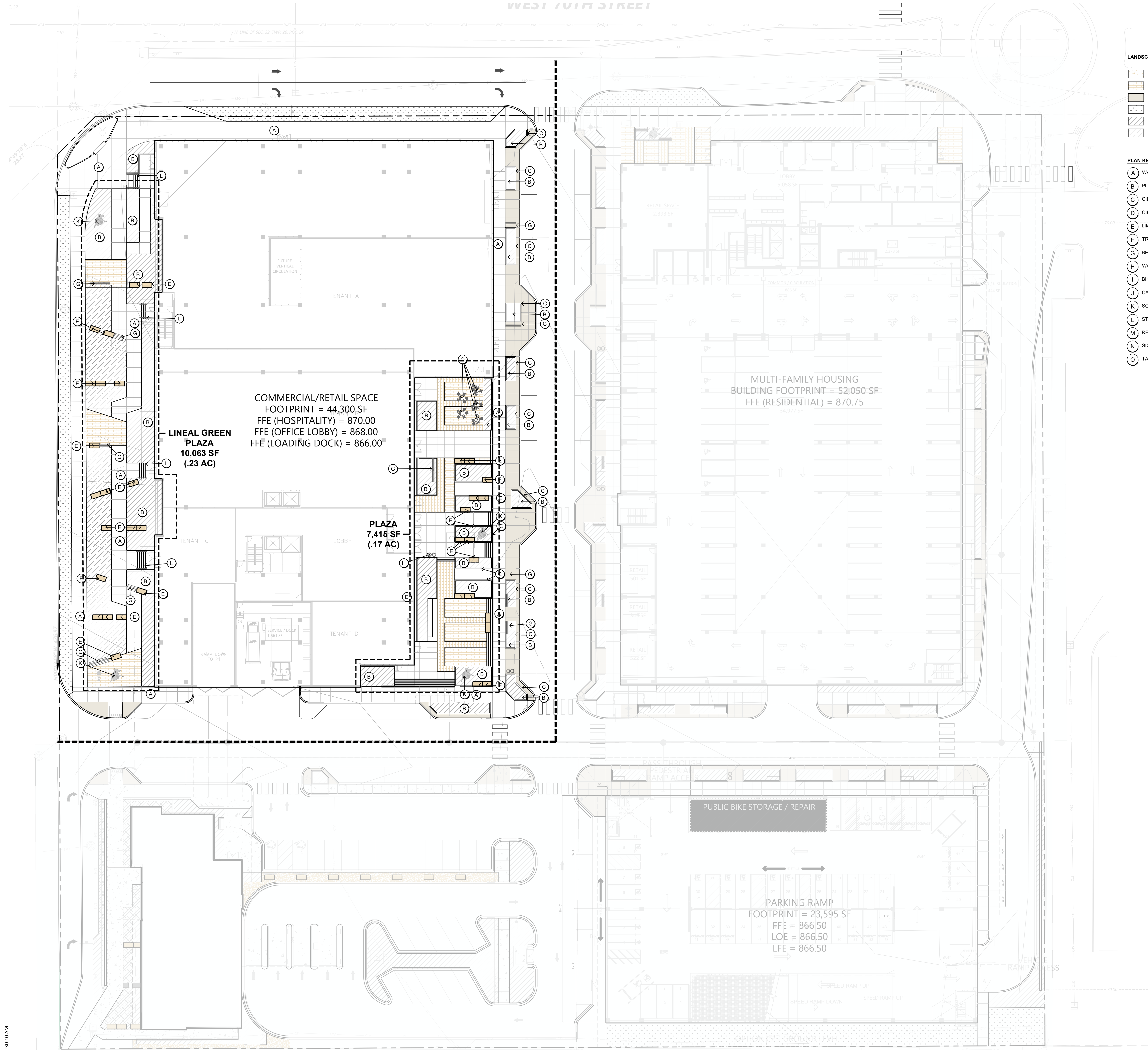
Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DISCRED:
CHECKED:
DRAWN:
DATE: 10/16/2020
PREPARED FOR: ORION/MORTENSON
4530 WEST 77TH STREET SUITE 4365
EDINA, MN 55445

7001 FRANCE
EDINA, MN

DETAILS

SHEET NUMBER:
C501
DATE: 05/13/2022
PROJECT NUMBER: 0029211.10



LANDSCAPE SITE PLAN HATCH LEGEND:

- CONCRETE PAVING
- DECORATIVE PAVING A
- DECORATIVE PAVING B
- TURF
- PLANT BED
- STORM FILTRATION FEATURE

PLAN KEYNOTES:

- A WALK
- B PLANTING BED
- C CIP PLANT BED CURB
- D CIP RETAINING WALL
- E LIMESTONE FEATURES
- F TREE GRATES
- G BENCH FEATURES
- H WASTE AND RECYCLING
- I BIKE RACKS
- J CANOPY/ PERGOLA FEATURE
- K SCULPTURAL/ ART MOMENT
- L STAIR W/ HANDRAILS
- M RETAINING WALL
- N SIGNAGE
- O TABLE AND CHAIRS

7001 France Office Mixed Use (Site B)

7001 France Avenue South, Edina, MN

CONFLUENCE

LANDSCAPE ARCHITECT
530 N THIRD ST, SUITE 120,
MINNEAPOLIS, MN 55102
PH: 612.339.3702 FAX: 515.288.8359
www.thinkconfluence.com

esg
ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

Signature

Typed or Printed Name

License # Date

NOT FOR
CONSTRUCTION

SITE PLAN REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

220535

PROJECT NUMBER

JC

DRAWN BY

KEY PLAN

TM

CHECKED BY

7001 France Office Mixed Use (Site B)
SITE B LANDSCAPE SITE PLAN

L1.0

9/10/2021 11:30:10 AM

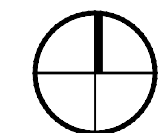
01
L1.0

SITE PLAN

SCALE: 1"=20'

0' 10' 20'

40'



NOT FOR
CONSTRUCTION

SITE PLAN REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

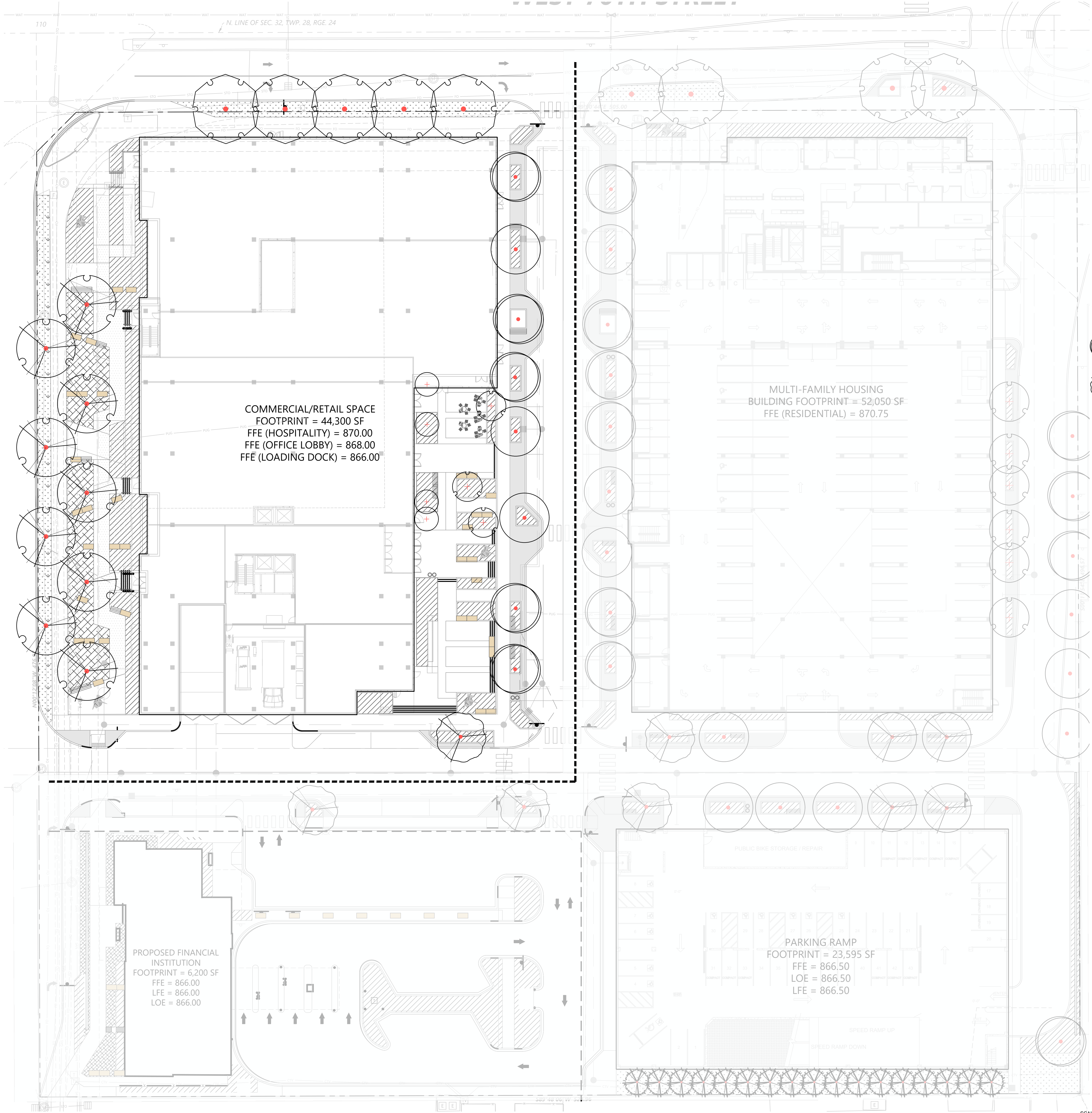
220535
PROJECT NUMBER

JC TM
DRAWN BY CHECKED BY

KEY PLAN

7001 France Office Mixed
Use (Site B)
SITE B LANDSCAPE PLANTING
PLAN

L1.1



LANDSCAPE SITE PLAN HATCH LEGEND:

- CONCRETE PAVING
- DECORATIVE PAVING A
- DECORATIVE PAVING B
- TURF
- PLANT BED
- STORM FILTRATION FEATURE

PLANT SCHEDULE SITE B PLANTING

TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL
	As	3	Sienna Glen Maple / Acer x freemanii 'Sienna' TM	B & B	2.5"Cal
	Bn	3	River Birch (Single Stem) / Betula nigra	B & B	2.5"Cal
	Gi	9	Northern Acclaim Honey Locust / Gleditsia triacanthos inermis 'Harve' TM	B & B	8"
	Gc	5	True North Kentucky Coffeetree / Gymnocladus dioica 'UMNSynergy' TM	B & B	5.5"Cal
	Pp	4	Prairie Gold Aspen / Populus tremuloides 'NE Arb'	B & B	2.5"Cal
	Tg	1	Greenspire Linden / Tilia cordata 'Greenspire'	B & B	4"Cal
	Up	5	American Elm / Ulmus americana 'Princeton'	B & B	3.5"Cal
GROUND COVERS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	
	S5	1,750 sf	SOD x	sod	
	Sf	2,938 sf	STORM FILTRATION PLANTINGS Perennial Plugs - Dip Irrigation Panicum Shenandoah (Red Switch Grass) P. virgatum 'Shenandoah' Blue-Eyed Grass Sisyrinchium angustifolium	flat	

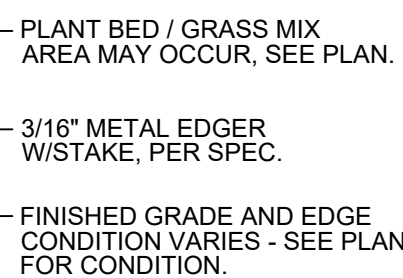
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Typed or Printed Name
License # Date

Signature _____

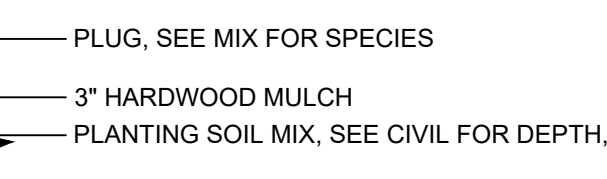
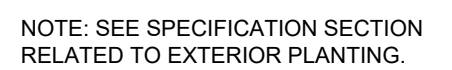
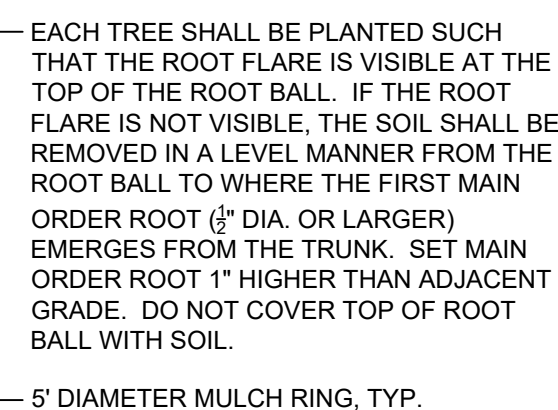
Typed or Printed Name

License #	Date
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1-1/2" - 1'-0"



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REVISIONS:		
No.	Description	Date

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PROJECT NUMBER

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KEY PLAN

7001 France Office Mixed
Use (Site B)
SITE B LANDSCAPE DETAILS

L2.0

$$1/2^\circ = 1'-0''$$
$$1/2^{\circ} = 1'-0''$$
$$1/2^{\circ} = 1'-0''$$



VIEW FROM SOUTHWEST CORNER OF SITE



VIEW FROM NORTHEAST CORNER OF SITE LOOKING NORTH



VIEW FROM SOUTH SIDE OF SITE LOOKING SOUTHEAST



VIEW FROM EAST SIDE OF SITE LOOKING WEST



VIEW FROM NORTHEAST CORNER OF SITE LOOKING EAST



VIEW FROM SOUTHWEST SIDE OF SITE LOOKING EAST

7001 France
Office Mixed Use
(Site B)

7001 France Avenue South
Edina, MN 55435

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ARCHITECTURE & DESIGN
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Minneapolis, MN 55415
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SITE PLAN REVIEW
5/17/2022

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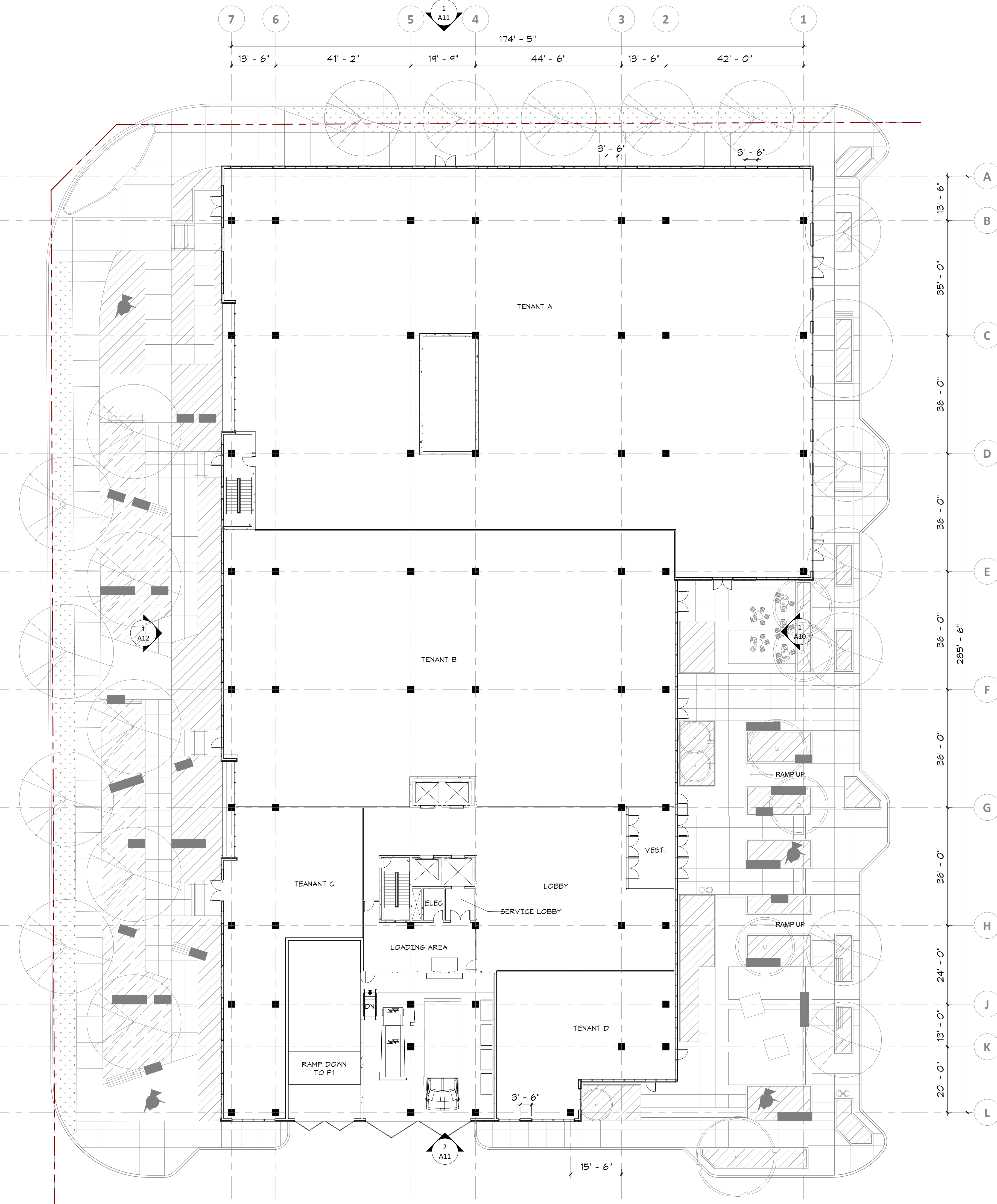
REVISIONS:
No. Description Date

222710
PROJECT NUMBER
JCG ESG
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KEY PLAN

7001 France Office Mixed
Use (Site B)

EXISTING SITE PHOTOS

A0



SITE PLAN REVIEW
5/17/2022

ORIGINAL ISSUE:
05/05/22

REVISIONS:
No. Description Date

222710
PROJECT NUMBER

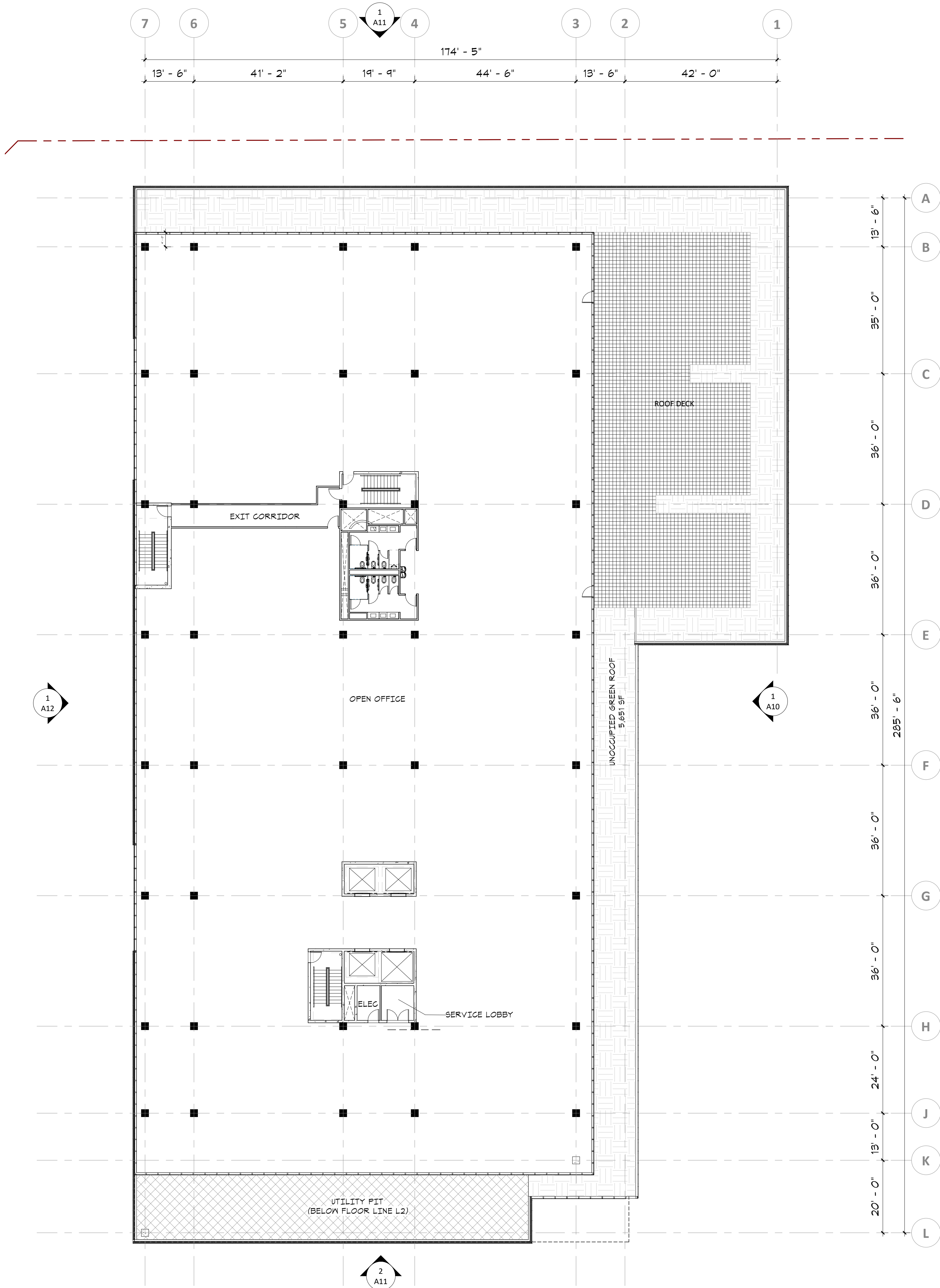
ESG ESG
DRAWN BY CHECKED BY

KEY PLAN

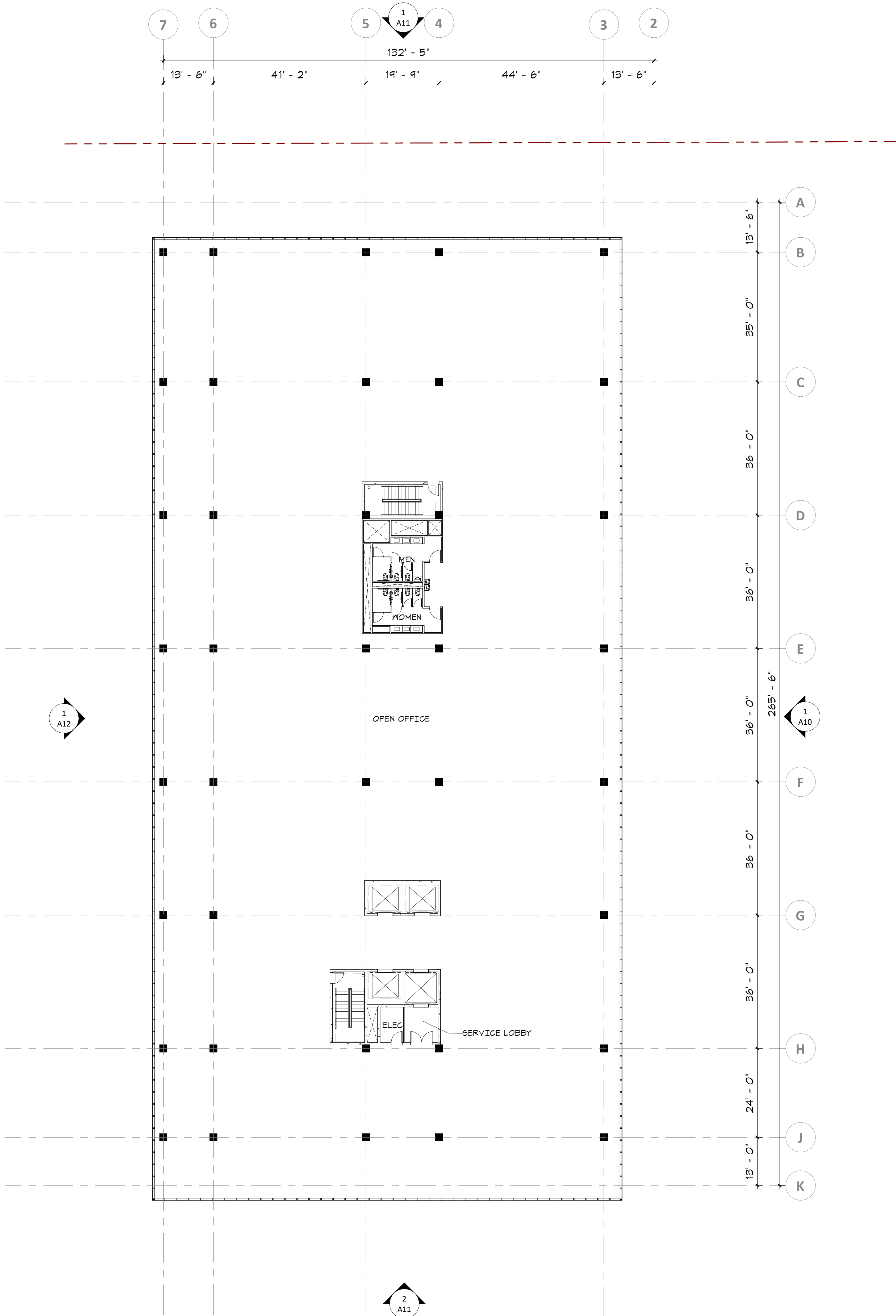
7001 France Office Mixed
Use (Site B)

FLOOR PLANS - LEVEL 2 & 3

A2



1
A2
LEVEL 2 PLAN
1/16" = 1'-0"



2
A2
LEVEL 3 PLAN
1/16" = 1'-0"

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5/17/2022

ORIGINAL ISSUE:
05/05/22

REVISIONS:
No. Description Date

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PROJECT NUMBER

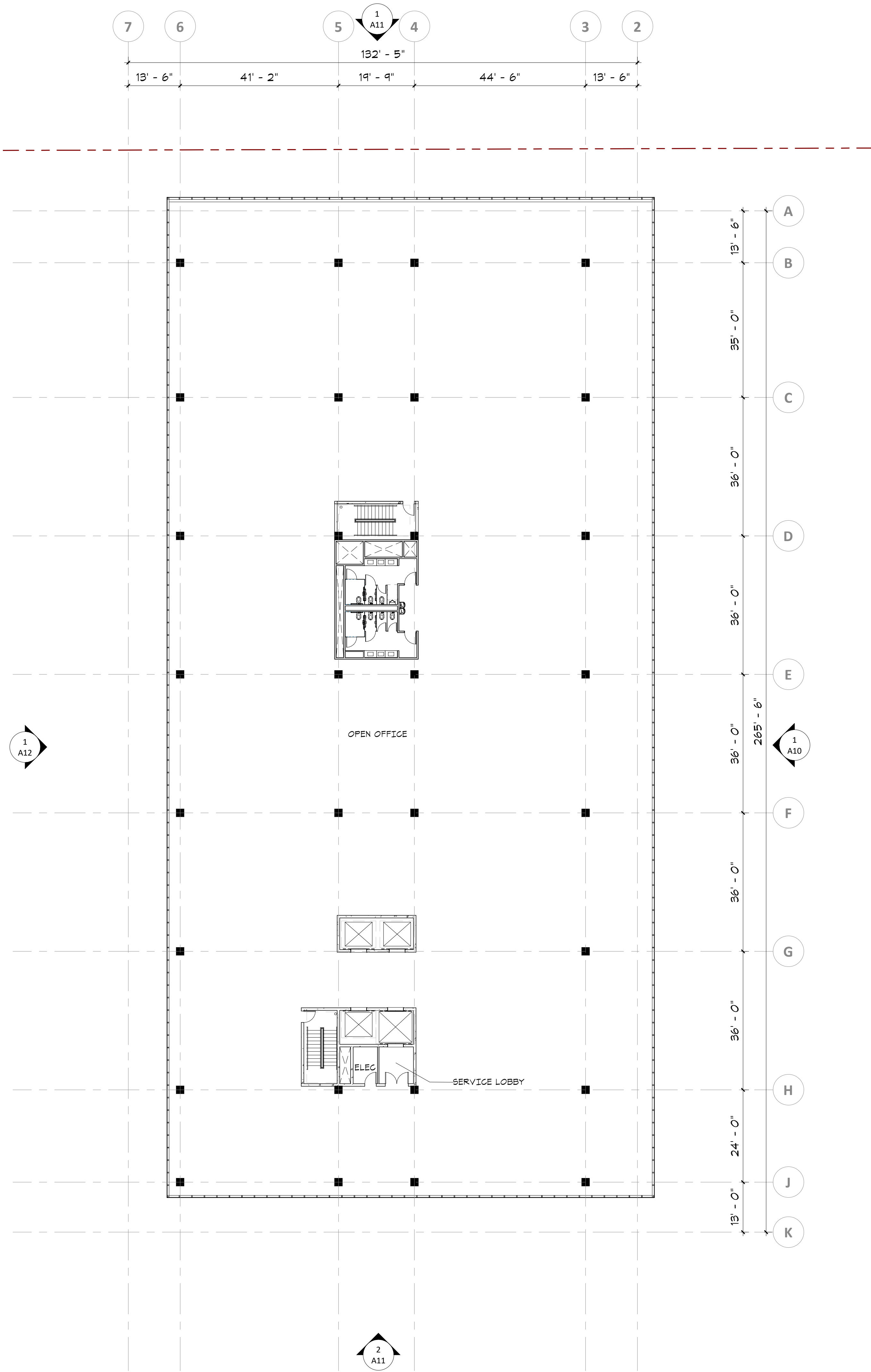
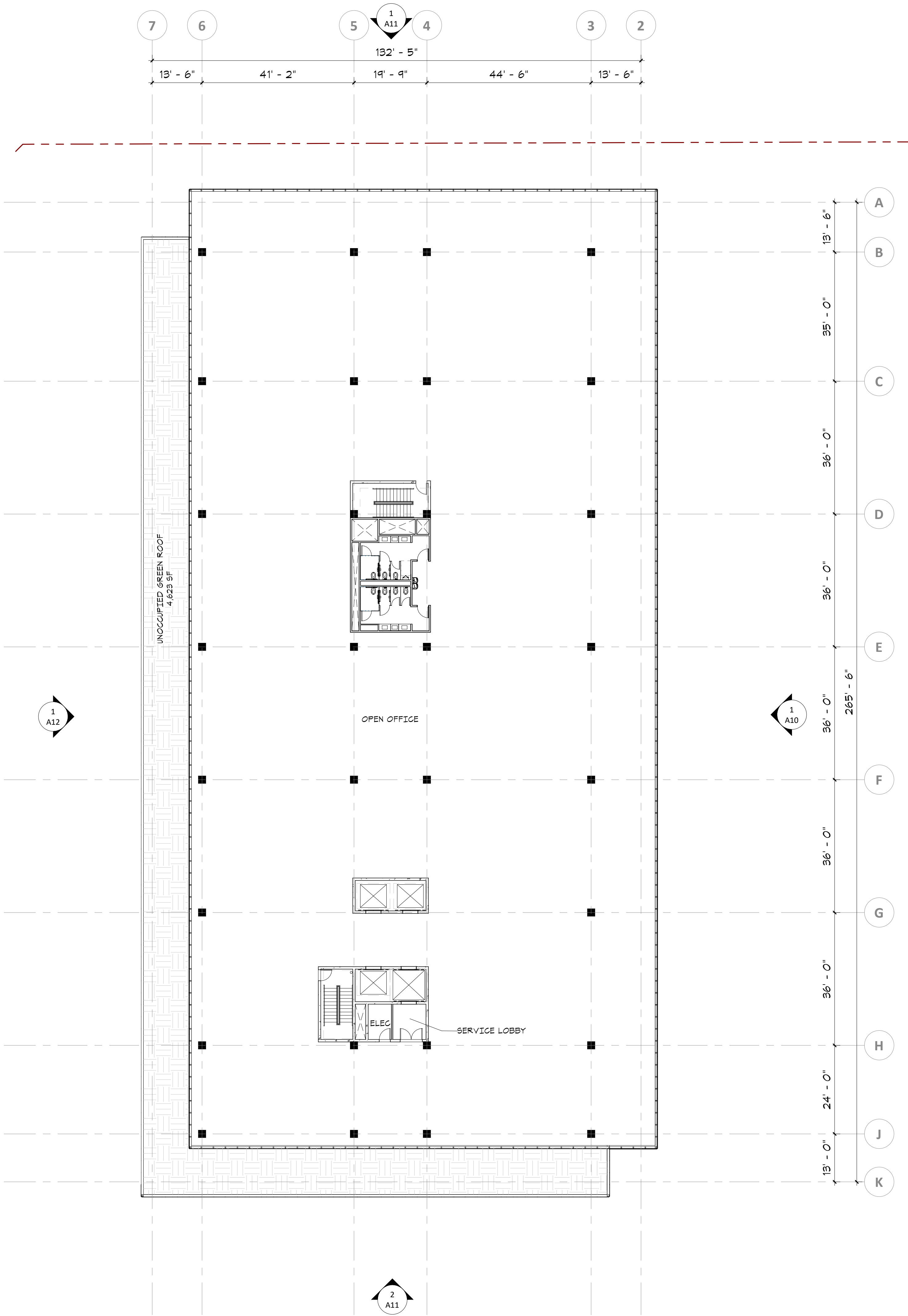
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DRAWN BY CHECKED BY

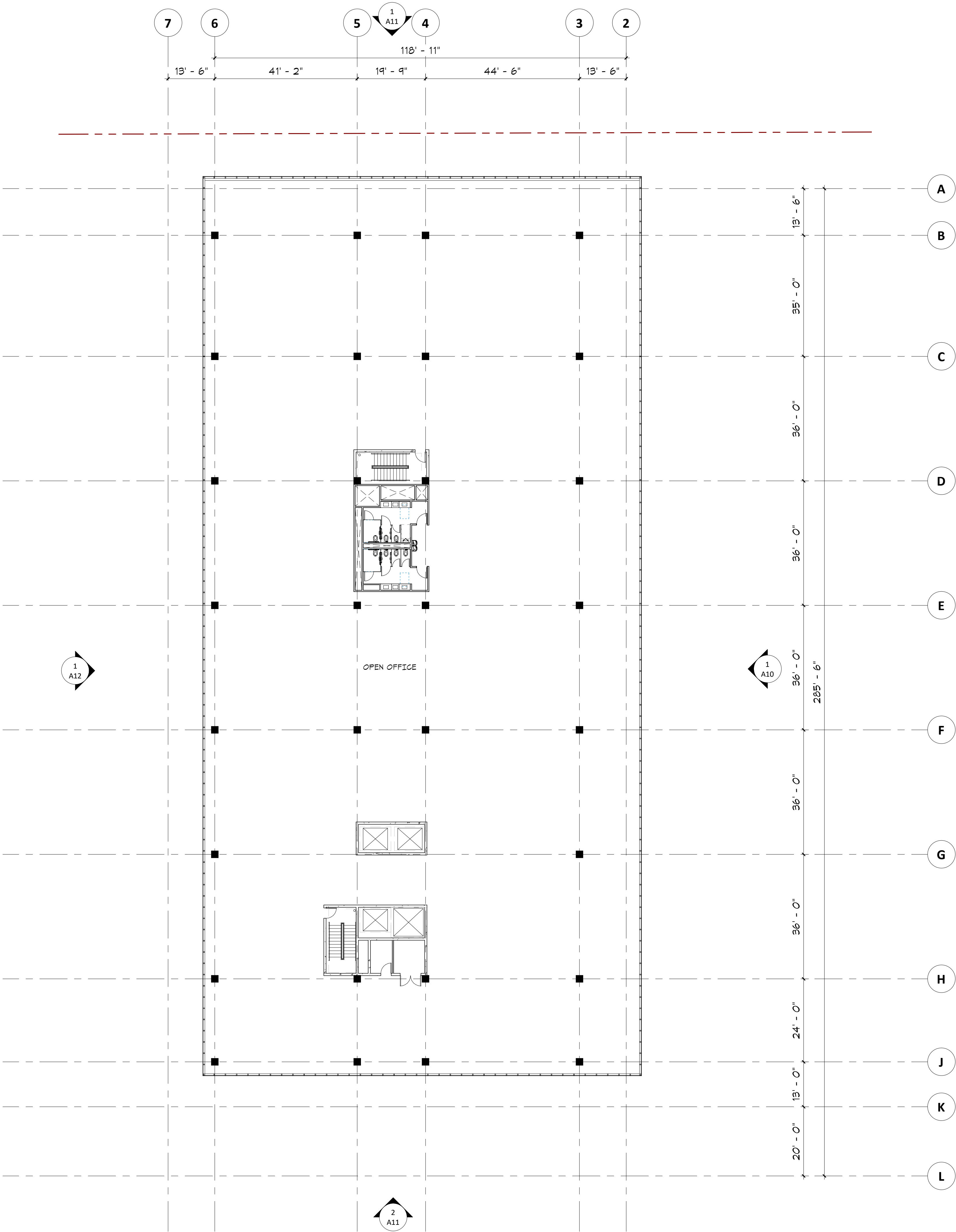
KEY PLAN

7001 France Office Mixed
Use (Site B)

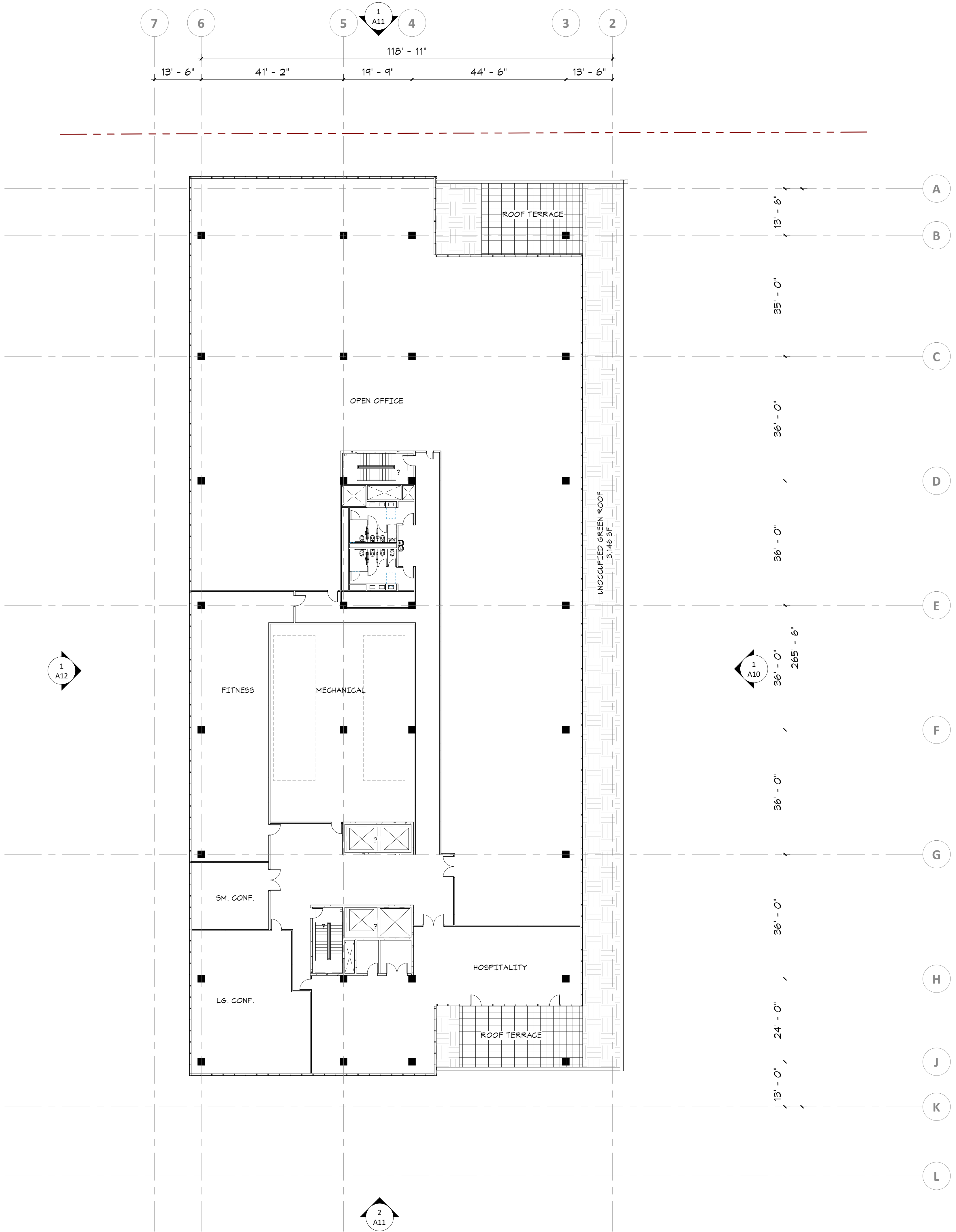
FLOOR PLANS - LEVEL 4 & 5

A3





1 LEVEL 6 PLAN
A4 1/16" = 1'-0"



2 LEVEL 7 AMENITY
A4 1/16" = 1'-0"



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5/17/2022

ORIGINAL ISSUE:
04/14/22

REVISIONS:
No. Description Date

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PROJECT NUMBER

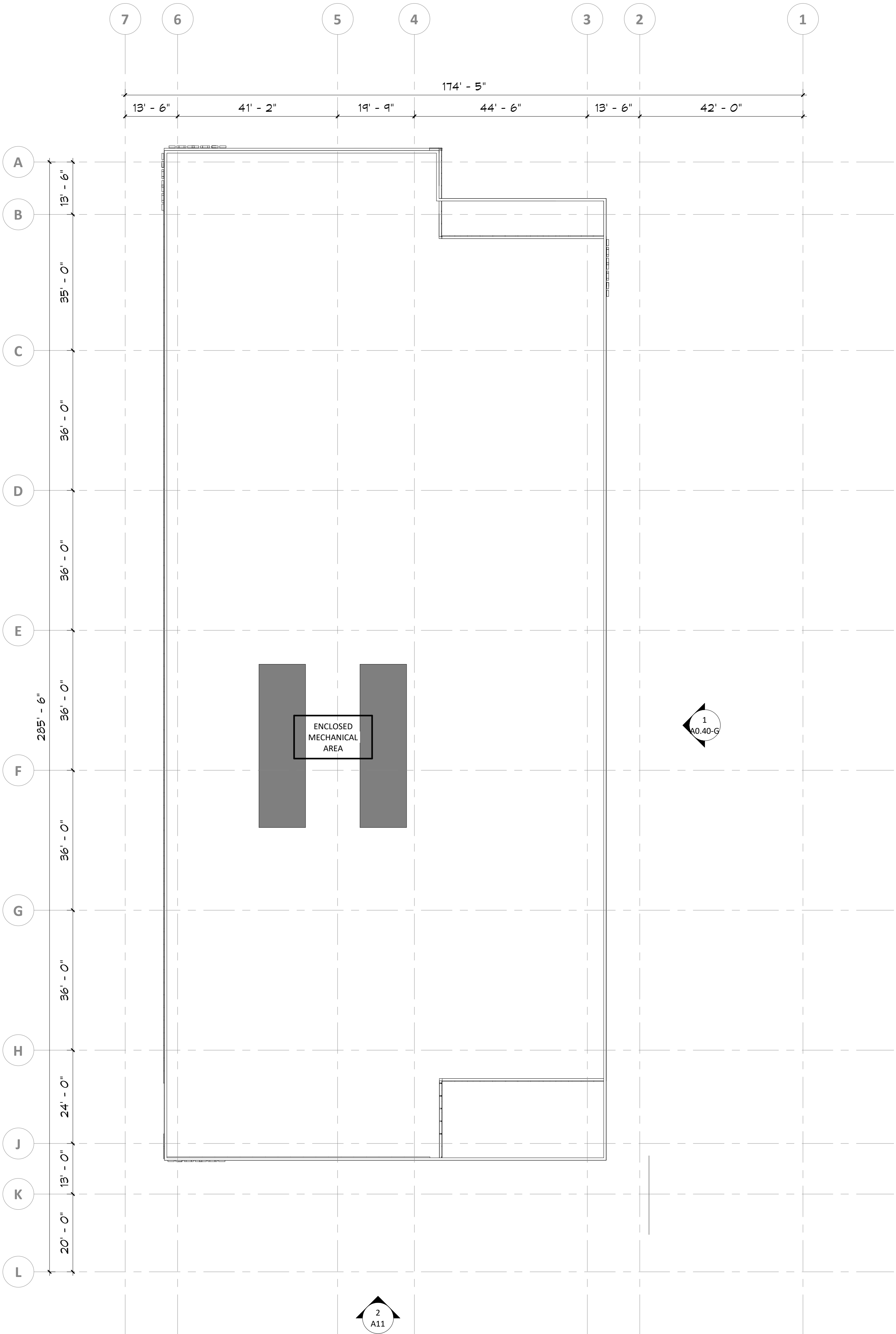
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KEY PLAN

7001 France Office Mixed
Use (Site B)

ROOF PLAN

A5



7001 France
Office Mixed Use
(Site B)

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ARCHITECTURE & DESIGN

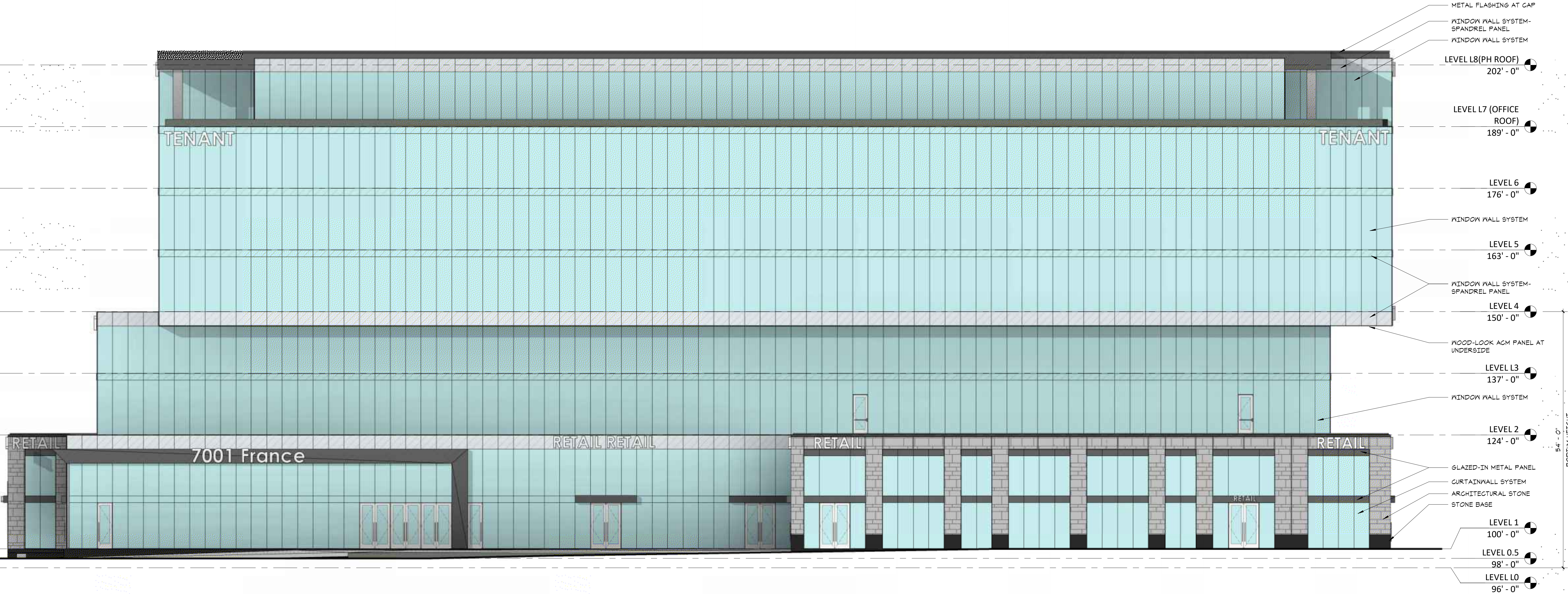
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Minneapolis, MN 55415
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MATERIAL COUNTS - SITE B								
	NORTH		EAST		SOUTH		WEST	
GLAZED WALL SYSTEM	12,377 SF	82%	26,250 SF	88%	13,931 SF	81%	26,015 SF	86%
METAL PANEL	879 SF	6%	1,425 SF	5%	595 SF	4%	783 SF	3%
ARCHITECTURAL PRECAST	1,342 SF	9%	1,161 SF	4%	1,769 SF	12%	2,068 SF	7%
STONE BASE	492 SF	3%	1,012 SF	3%	448 SF	3%	1,211 SF	4%
TOTAL SF	15,090 SF	100%	29,848 SF	100%	14,743 SF	100%	30,077 SF	100%



BOMA METRICS
5.20.22

ORIGINAL ISSUE:
05/05/22

REVISIONS:
No. Description Date

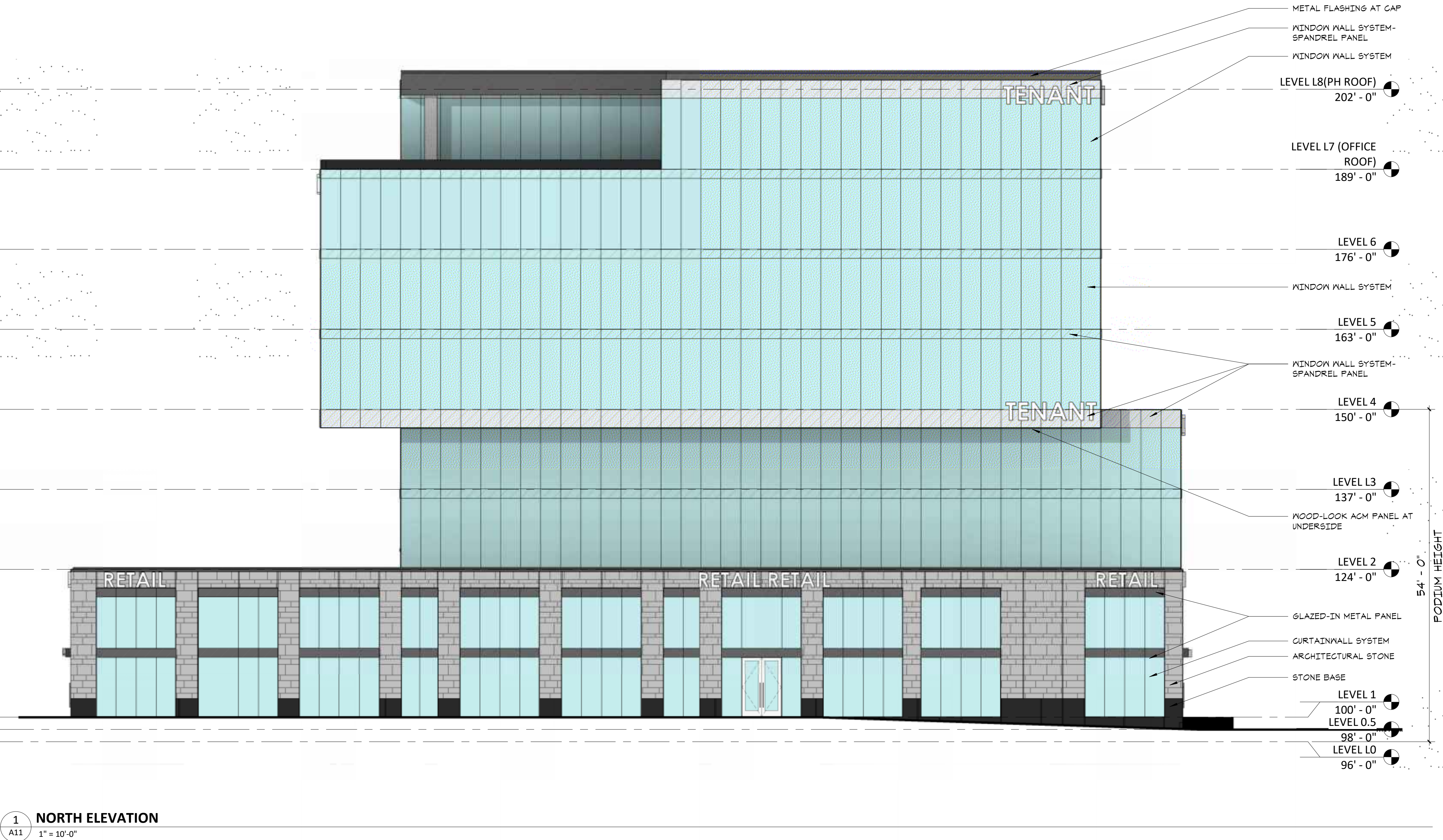
222710
PROJECT NUMBER
ESG ESG
DRAWN BY CHECKED BY
KEY PLAN

7001 France Office Mixed Use (Site B)

EAST ELEVATION

A10

MATERIAL COUNTS - SOUTH							
	NORTH	EAST	SOUTH	WEST	TOTAL		
GLAZED WALL SYSTEM	12,377 SF	26,250 SF	11,431 SF	26,015 SF	75,573 SF	86%	
METAL PANEL	879 SF	1,425 SF	595 SF	783 SF	3,682 SF	4%	
ARCHITECTURAL PRECAST	1,362 SF	1,163 SF	1,269 SF	2,068 SF	5,862 SF	7%	
STONE BASE	482 SF	1,012 SF	334,448 SF	1,211 SF	3,163 SF	3%	
TOTAL SF	15,298 SF	29,848 SF	14,743 SF	30,077 SF	89,966 SF	100%	



7001 France
Office Mixed Use
(Site B)

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BOMA METRICS
5.20.22

ORIGINAL ISSUE:
05/05/22

REVISIONS:
No. Description Date

222710
PROJECT NUMBER
ESG
DRAWN BY
ESG
CHECKED BY
KEY PLAN

7001 France Office Mixed
Use (Site B)
NORTH & SOUTH
ELEVATION

A11

7001 France
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(Site B)

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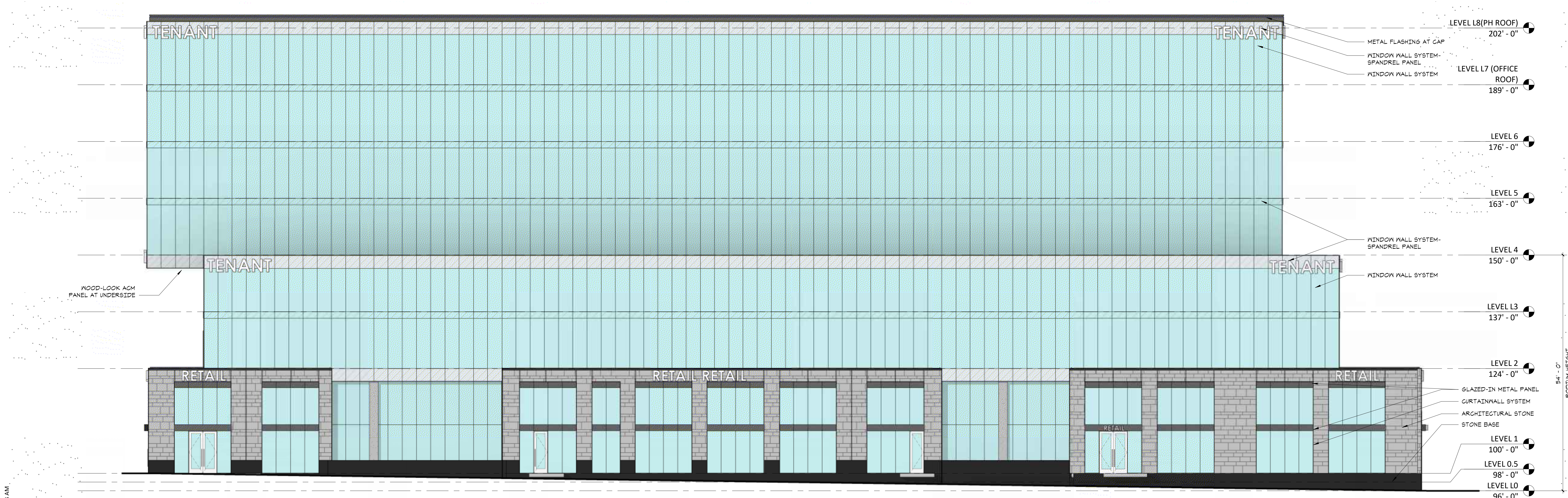
Signature _____

Typed or Printed Name _____

License # _____ Date _____

NOT FOR
CONSTRUCTION

MATERIAL COUNTS - SITE B									
	NORTH		EAST		SOUTH		WEST		TOTAL
GLAZED WALL SYSTEM	12,377 SF	82%	26,250 SF	88%	11,931 SF	81%	26,015 SF	86%	79,573 SF 86%
METAL PANEL	879 SF	6%	1,425 SF	5%	595 SF	4%	783 SF	3%	3,682 SF 4%
ARCHITECTURAL PRECAST	1,342 SF	9%	1,161 SF	4%	1,769 SF	12%	2,068 SF	7%	6,340 SF 7%
STONE BASE	492 SF	3%	1,012 SF	3%	448 sf	3%	1,211 SF	4%	3,163 SF 3%
TOTAL SF	15,090 SF	100%	29,848 SF	100%	14,743 SF	100%	30,077 SF	100%	92,758 SF 100%



BOMA METRICS
5.20.22

ORIGINAL ISSUE:
05/05/22

REVISIONS:
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PROJECT NUMBER

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KEY PLAN

7001 France Office Mixed Use (Site B)

WEST ELEVATION
A12



VIEW FROM NW



VIEW FROM SW



VIEW FROM NE



VIEW FROM SE

SITE PLAN REVIEW
5/17/2022

ORIGINAL ISSUE:
05/05/22
REVISIONS:
No. Description Date

222710
PROJECT NUMBER
ESG
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KEY PLAN

7001 France Office Mixed
Use (Site B)

EXTERIOR RENDERINGS
A13

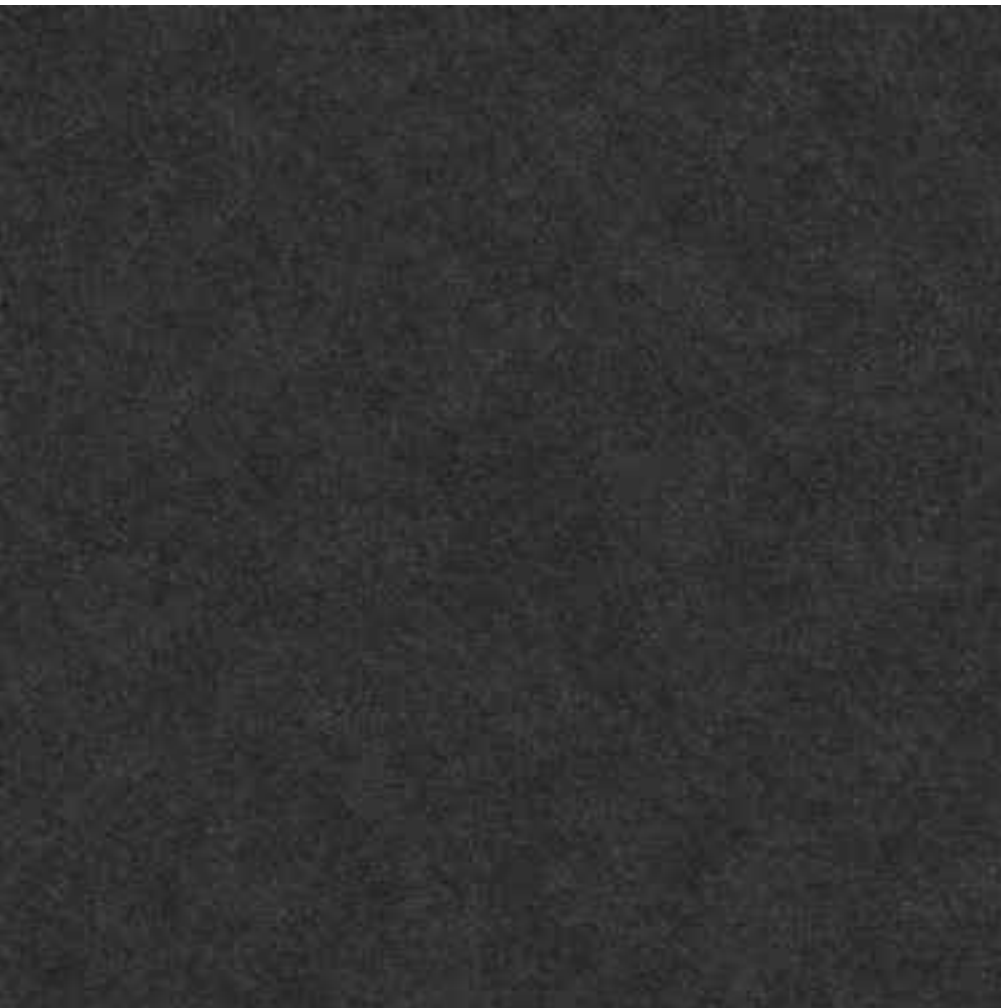
EXTERIOR MATERIALS - LEVEL 1



CURTAINWAL SYSTEM;
SSG MULLIONS



ARCHITECTURAL STONE



STONE BASE



GLAZED-IN METAL PANEL

EXTERIOR MATERIALS - LEVELS 2-7



WINDOW WALL SYSTEM;
SSG MULLIONS



WOOD-LOOK ACM PANEL @
UNDERSIDE OF SOFFITS



METAL FLASHING AT ROOF

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(Site B)

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CONSTRUCTION

SITE PLAN REVIEW
5/17/2022

ORIGINAL ISSUE:
05/05/22
REVISIONS:
No. Description Date

222710
PROJECT NUMBER
ESG ESG
DRAWN BY CHECKED BY
KEY PLAN

7001 France Office Mixed
Use (Site B)
EXTERIOR MATERIAL
PALETTE
A14

7001 PARKING FACILITY (SITE C)

7001 FRANCE AVE SOUTH
EDINA MN 55435

REVISIONS		
NO.	DATE	DESCRIPTION

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Signed:

Name:

License No.:

PRELIMINARY - NOT
FOR CONSTRUCTION

phase	SITE PLAN REVIEW
date	05/13/2022
PIC	MEB
drawn by	Author
project number	21-008
project name	

7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

sheet title
General Information & Sheet List

sheet number
G001



ARCHITECTURAL SHEET LIST		
16/5/2022, Site Plan Review	SHEET NUMBER	SHEET NAME
General Information		
x	G001	General Information & Sheet List
Architecture		
x	A100	FLOOR PLANS - 1ST FLOOR
x	A101	FLOOR PLANS - 2ND FLOOR
x	A102	FLOOR PLANS - 3RD-7TH FLOORS TYP
x	A103	FLOOR PLANS - 8TH FLOOR
x	A110	SITE PLAN
x	A300	AXONOMETRIC VIEWS
x	A301	BUILDING ELEVATIONS
x	A302	BUILDING ELEVATIONS
x	A303	PROJECT IMAGES
x	A350	RENDERERS
x	A375	EXISTING SITE PHOTOS

CIVIL SHEET LIST	
Sheet Number	Sheet Title
C100	Existing Conditions and Removals Plan
C101	Site Plan Overlay
C200	Site Project Area Plan
C201	Site Plan
C300	Grading Plan
C301	Erosion Control Plan
C400	Sanitary and Watermain Plan
C401	Storm Sewer Plan
C500	City Details
C501	Details

LANDSCAPE SHEET LIST	
SHEET #	SHEET NAME
L1.0	Landscape Site Plan
L2.0	Landscape Planting Plan
L5.0	Landscape Planting Details

FRANCE AVENUE SOUTH COUNTY ROAD NO. 17

WEST 70TH STREET

REMOVAL LEGEND

EXISTING	PROPOSED	PROPERTY LINE
EXISTING	REMOVALS	SAW CUT PAVEMENT
SAW	---	CURB & GUTTER
WAT	---	SANITARY SEWER
STO	---	WATER MAIN
GAS	---	HYDRANT
PUG	---	STORM SEWER
POH	---	GAS
TUG	---	UNDERGROUND ELECTRIC
TOH	---	OVERHEAD ELECTRIC
FO	---	UNDERGROUND TELEPHONE
CTV	---	OVERHEAD TELEPHONE
	---	TELEPHONE FIBER OPTIC
	---	CABLE TELEVISION
	---	RETAINING WALL
	---	FENCE
	---	CONCRETE
	---	BITUMINOUS
	---	BUILDING
	---	TREE
	---	LIGHT POLE
	---	TRAFFIC SIGN
	---	CONSTRUCTION BARRICADE
	---	SOIL BORING LOCATION
	---	TREE LINE

REMOVAL NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPURTENANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPLACING MISCELLANEOUS ITEMS (SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
- CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

TREE REMOVAL QUANTITIES

TREES TO BE REMOVED: 72
TREES TO REMAIN: 4
TOTAL TREES: 76

REMOVAL KEYNOTES

- SAW CUT LINE
- REMOVE BITUMINOUS
- EXISTING BITUMINOUS TO REMAIN
- REMOVE CONCRETE
- REMOVE EXISTING BUILDING
- REMOVE CURB
- REMOVE RETAINING WALL
- REMOVE MONUMENT SIGN

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DESIGNED:	10/16/2020
CHECKED:	10/16/2021
DRAWN:	10/16/2021
APPROVED:	10/16/2021
DATE:	10/16/2021
SCALE:	1" = 30'
VERTICAL SCALE:	1" = 10'
DATE:	10/16/2021
SCALE:	1" = 30'
VERTICAL SCALE:	1" = 10'

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
DAVID T. BLADE
DATE: 05/13/2022 LICENSE NO. 1000000000

7001 FRANCE
EDINA, MN

Westwood
Professional Services, Inc.
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
Phone: (952) 337-5159
Fax: (952) 337-5159
Email: info@westwoodps.com

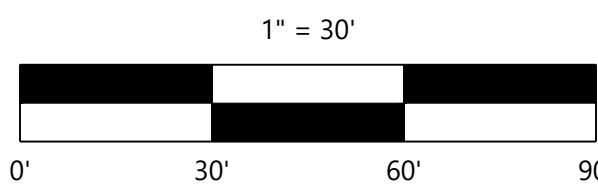
EXISTING CONDITIONS
AND REMOVALS PLAN

SHEET NUMBER:

C100

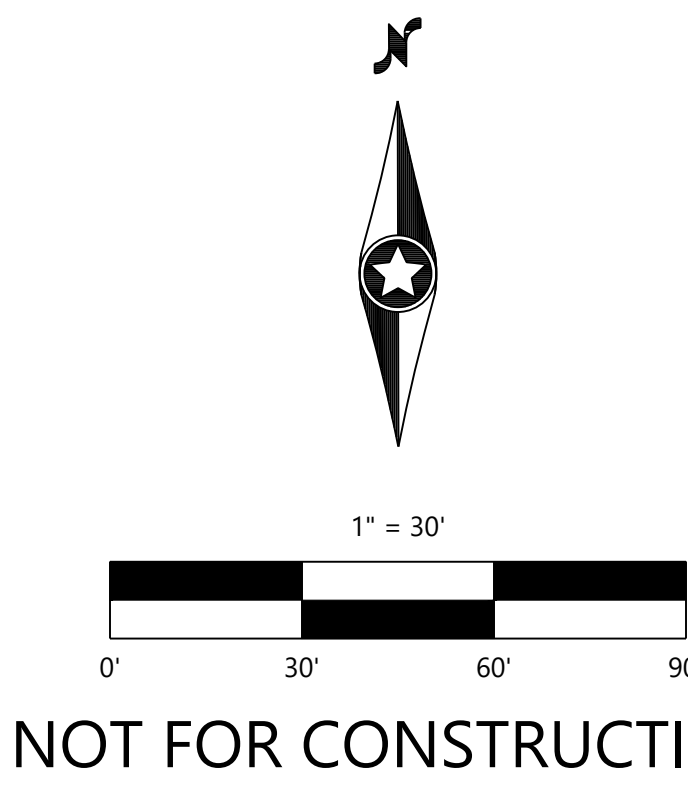
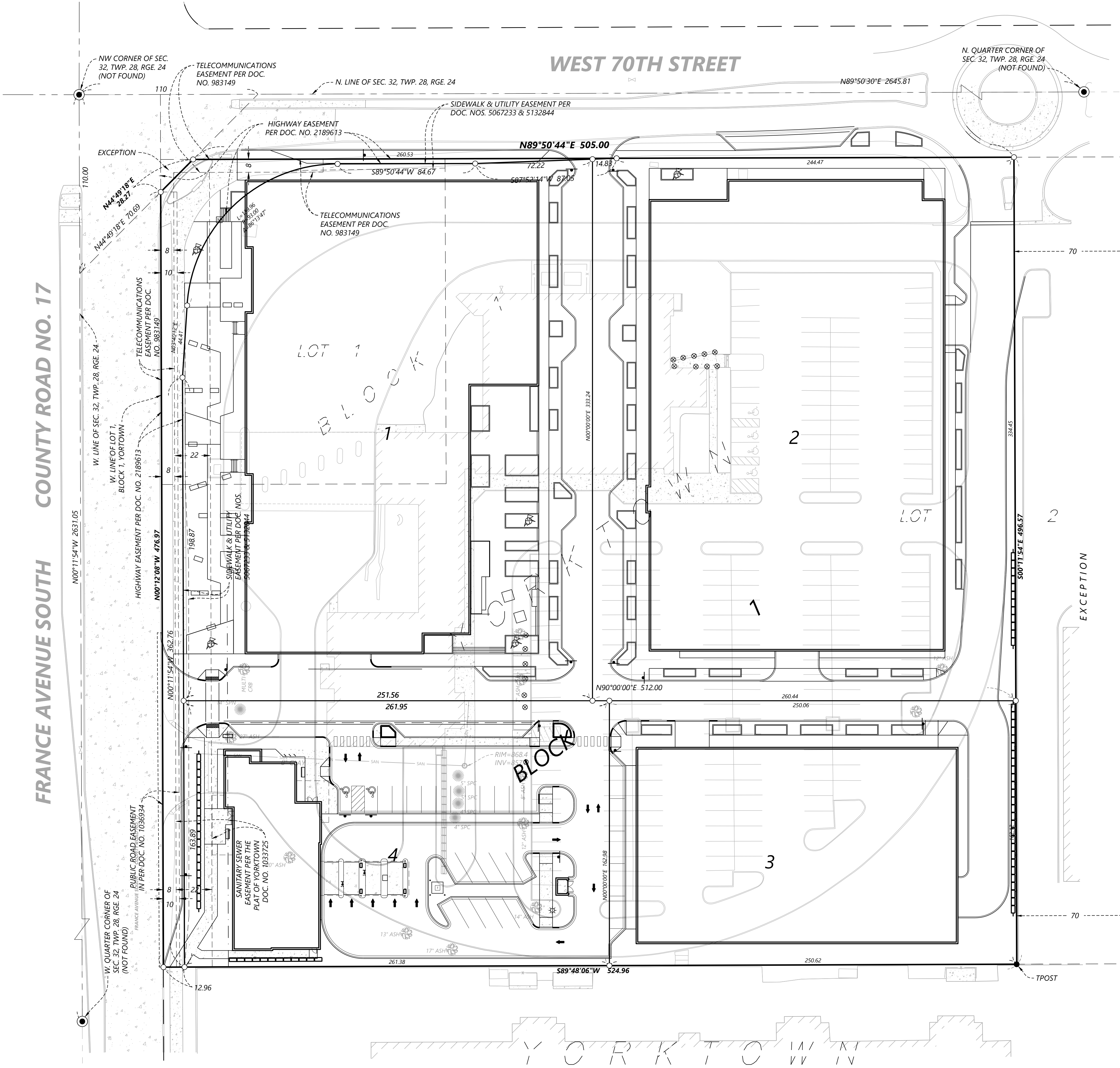
DATE: 05/13/2022

PROJECT NUMBER: 0029211.10



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7001 FRANCE



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DESIGNED:	10/16/20	PRELIMINARY DEVELOPMENT PLAN / FUD
CHECKED:	10/16/2021	WATERSHED COMMENTS
DRAWN:	10/16/2022	COUNTY SUBMITTAL
APPROVED:	10/16/2022	CITY STORMWATER COMMENTS
DATE:	10/16/2022	SITE PLAN REVIEW

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

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DAVID T. BLIDE
DATE: 09/13/2022 LICENSE NO. 1000000000

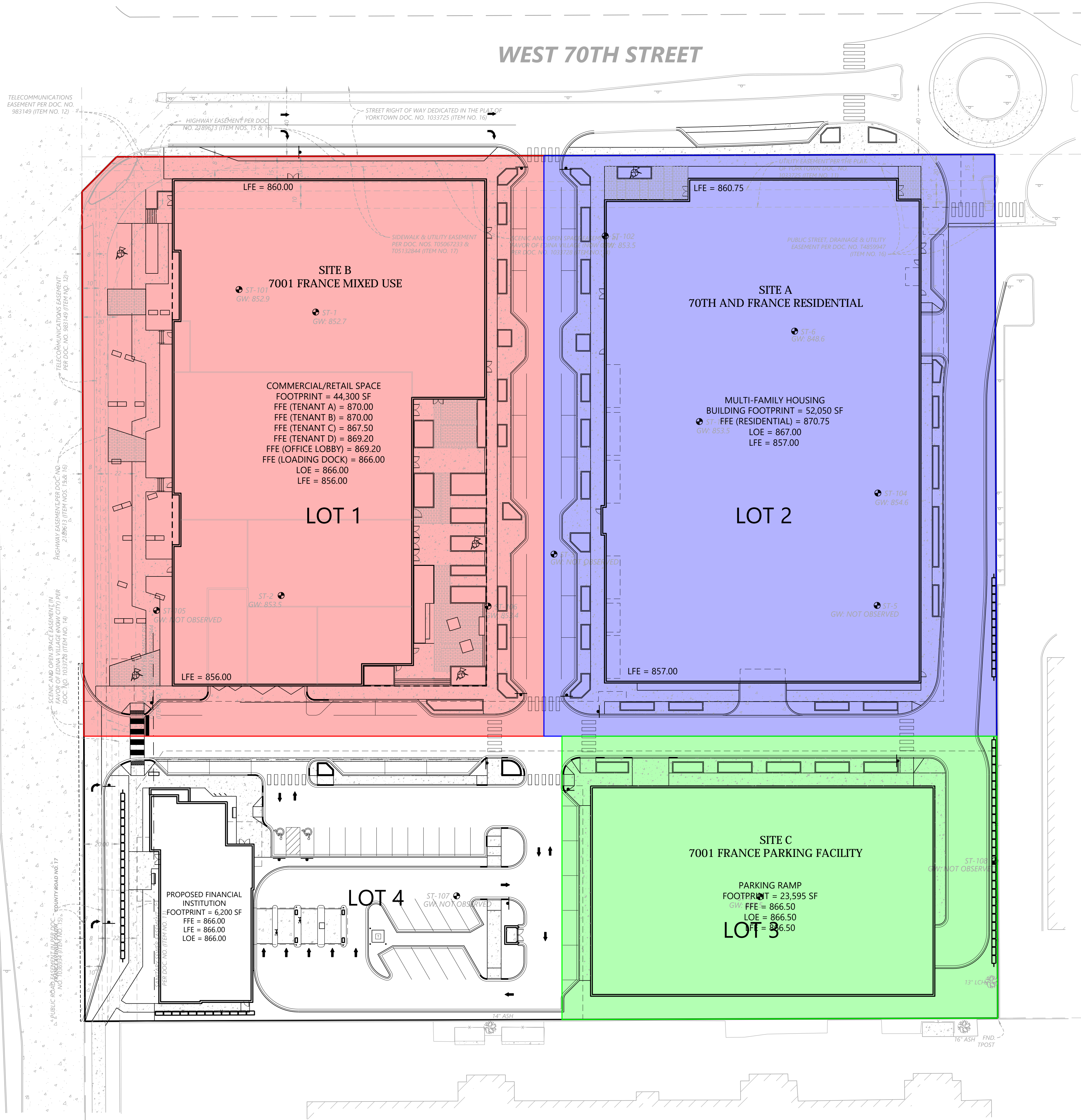
7001 FRANCE
EDINA, MN

Westwood
Phone (952) 337-5150 12701 Whitewater Drive, Suite #200
Fax (952) 337-5152 Minneapolis, MN 55434
Email info@westwoodmn.com
Westwood Professional Services, Inc.

SITE PLAN OVERLAY

SHEET NUMBER:
C101
DATE: 10/16/20
PROJECT NUMBER: 0029211.10

FRANCE AVENUE SOUTH COUNTY ROAD NO. 17



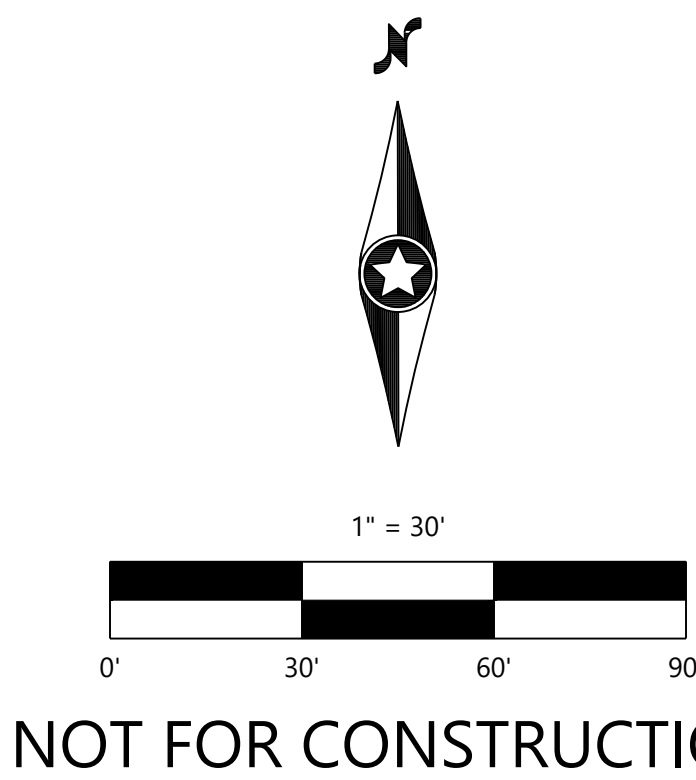
SITE LEGEND

EXISTING	PROPOSED	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TIP-OUT CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	NORMAL DUTY BITUMINOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

SITE DATA CHART

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRE)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/GROCERY	2.02 AC.	51,600
LOT 2	MULTI-FAMILY RESIDENTIAL	1.99 AC.	44,300
LOT 3	PARKING FACILITY	0.93 AC.	21,050
LOT 4	BANK	1.03 AC.	6,100
TOTAL	-	5.98 AC.	123,050

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DESIGNED	10/16/2020
DESIGNED	10/16/2020
CHECKED	10/16/2020
DATE	10/16/2020
SCALE	1" = 30'
VERTICAL SCALE	6" = 1'

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA
DAVID T. BLADE
DATE 05/13/2022 LICENSE NO. 1

7001 FRANCE
EDINA, MN

Westwood
Phone (952) 337-5169 12701 Whitewater Drive, Suite #300
Fax (952) 337-5622 Minneapolis, MN 55443
Email info@westwoodmn.com
Westwood Professional Services, Inc.

SITE PROJECT AREA PLAN

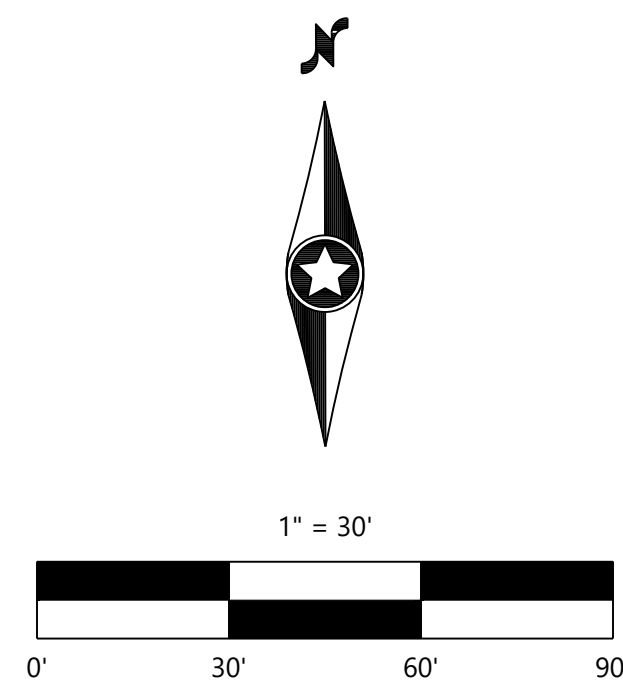
SHEET NUMBER:

C200

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10

7001 FRANCE



NOT FOR CONSTRUCTION

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING SPACES
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

1. BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNETONKA, MN, 2020.
2. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
3. REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
4. ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
6. ALL CURB RADI ARE SHALL BE 5.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
7. ALL CURB AND GUTTER SHALL BE 36" UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
9. BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
10. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
11. SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

EXISTING ZONING:	PDC-3, PLANNED COMMERCIAL
PROPOSED ZONING:	LUD - PLANNED UNIT DEVELOPMENT
PARCEL DESCRIPTION:	LOT 1, BLOCK 1, YORKTOWN, HENNEPIN COUNTY, MINNESOTA
PROPERTY AREA:	260,594 SF (5.98 AC)
PERVIOUS SURFACE:	71,861 SF (27.6%)
IMPERVIOUS SURFACE(RATIO):	188,733 SF (72.4%)
FLOOR-AREA-RATIO(FAR):	SEE ARCH PLANS
BUILDING SETBACK PER CODE:	$XX = \text{FRONT}$ $XX = \text{SIDE} / XX = \text{SIDE TO ROW}$ $XX = \text{REAR}$

LEGAL DESCRIPTION	PROPOSED USE	LOT AREA (ACRE)	BLDG FOOTPRINT AREA (SF)
LOT 1	OFFICE/GROCERY	2.02 AC.	51,600
LOT 2	MULTI-FAMILY RESIDENTIAL	1.99 AC.	44,300
LOT 3	SENIOR HOUSING	0.93 AC.	21,050
LOT 4	BANK	1.03 AC.	6,100
TOTAL	-	5.98 AC.	123,050

1A	B612 CURB AND GUTTER
1B	B618 CURB AND GUTTER
2	SURMOUNTABLE CURB AND GUTTER
3	FLUSH CURB AND GUTTER
5	VALLEY GUTTER
6	CONCRETE CROSS GUTTER
7	ENTRANCE THRU CURB AND GUTTER
8	PRIVATE CONCRETE SIDEWALK
8A	PUBLIC CONCRETE SIDEWALK
9	PRIVATE PEDESTRIAN CURB RAMP
9A	PUBLIC PEDESTRIAN CURB RAMP
11	CROSS WALK STRIPING
13	TRAFFIC ARROW
14	SIGN INSTALLATION
19	PAVEMENT SECTIONS
21	HEAVY DUTY CONCRETE SECTION
22	SAW CUT CONTROL JOINT
24	CONCRETE CURB AT SIDEWALK
31	TRANSITION CURB (B612)
43	RETAINING WALL WITH FENCE USING SLEEVE-IT SYSTEM
45	B612 AND SURMOUNTABLE CURB TRANSITION
48	CONCRETE STAIR AND RAILING DETAIL

- A. PLANTER CURB (TYP.)
- B. CONCRETE PAVERS (TYP.)
- C. GENERATOR
- D. EXISTING SURMOUNTABLE CURB IN ROUNDABOUT
- E. BIKE LANE EXIT RAMP ONTO SHARED SIDEWALK
- F. PUBLIC ART - SEE LANDSCAPE PLAN
- G. PEDESTRIAN ENTRANCE TO PARKING RAMP

REFERENCE	
5.1	STOP SIGN
5.2	NO TRUCKS
5.3	RIGHT LANE MUST TURN RIGHT
5.4	PEDESTRIAN CROSSING
5.5	RIGHT TURN LANE

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

INITIAL ISSUE: REVISIONS	10/16/2020	
△	09/11/2021	PRELIMINARY DEVELOPMENT PLAN / PUD
△	01/28/2022	WATERSHED COMMENTS
△	02/08/2022	COUNTY SUBMITTAL
△	05/06/2022	CITY STORMWATER COMMENTS
△	05/13/2022	SITE PLAN REVIEW
		DESIGNED
		CHECKED
		DRAWN
		HORIZONTAL SCALE 30'
		VERTICAL SCALE 6" = 3'

ORION/MORTENSON
4530 WEST 77TH STREET SUITE #365
EDINA, MN 55435

DATE 05/13/2022 LICENSE NO. _____

7001 FRANCE
EDINA, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodpx.com

SITE PLAN

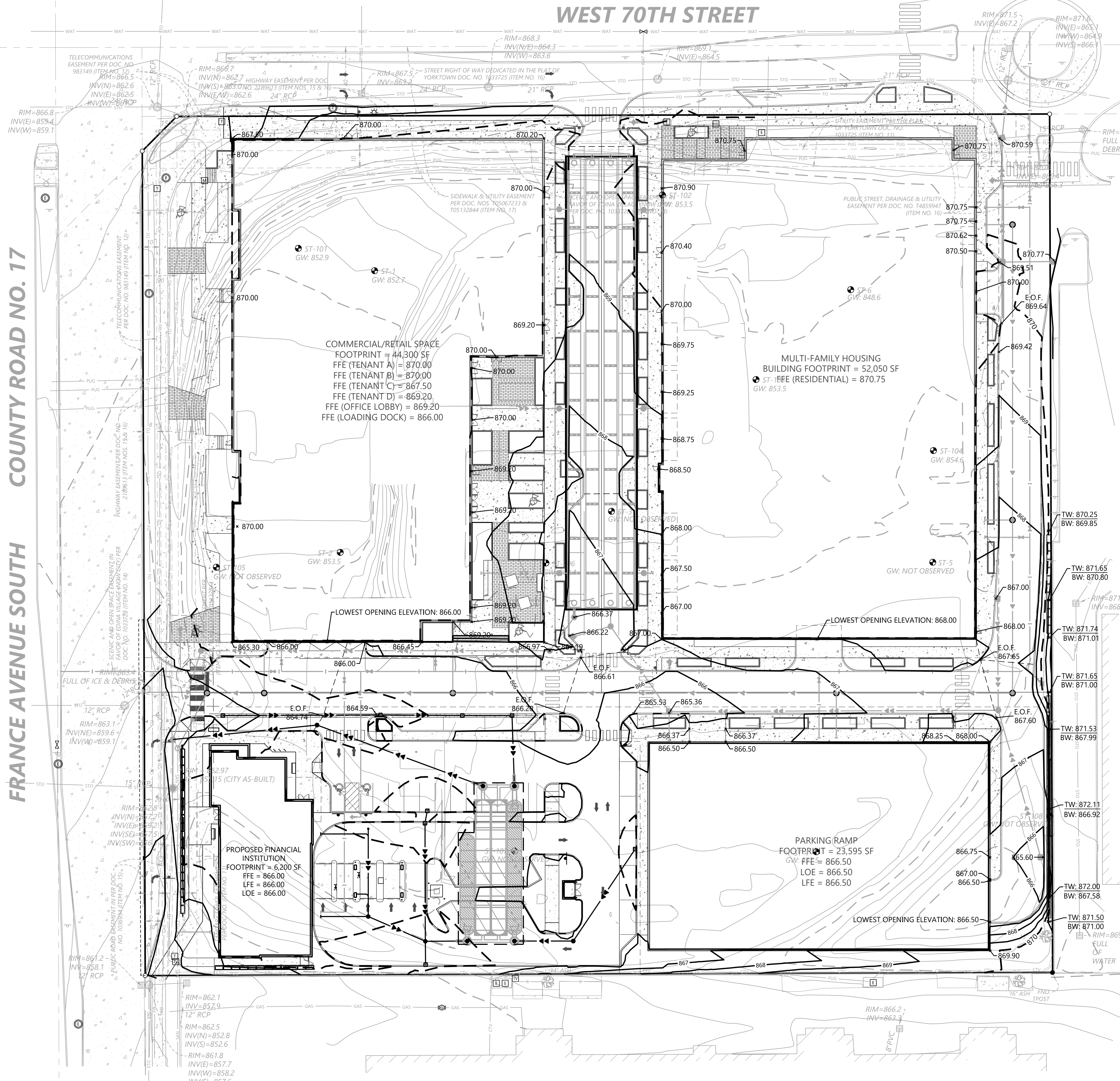
SHEET NUMBER:

C201

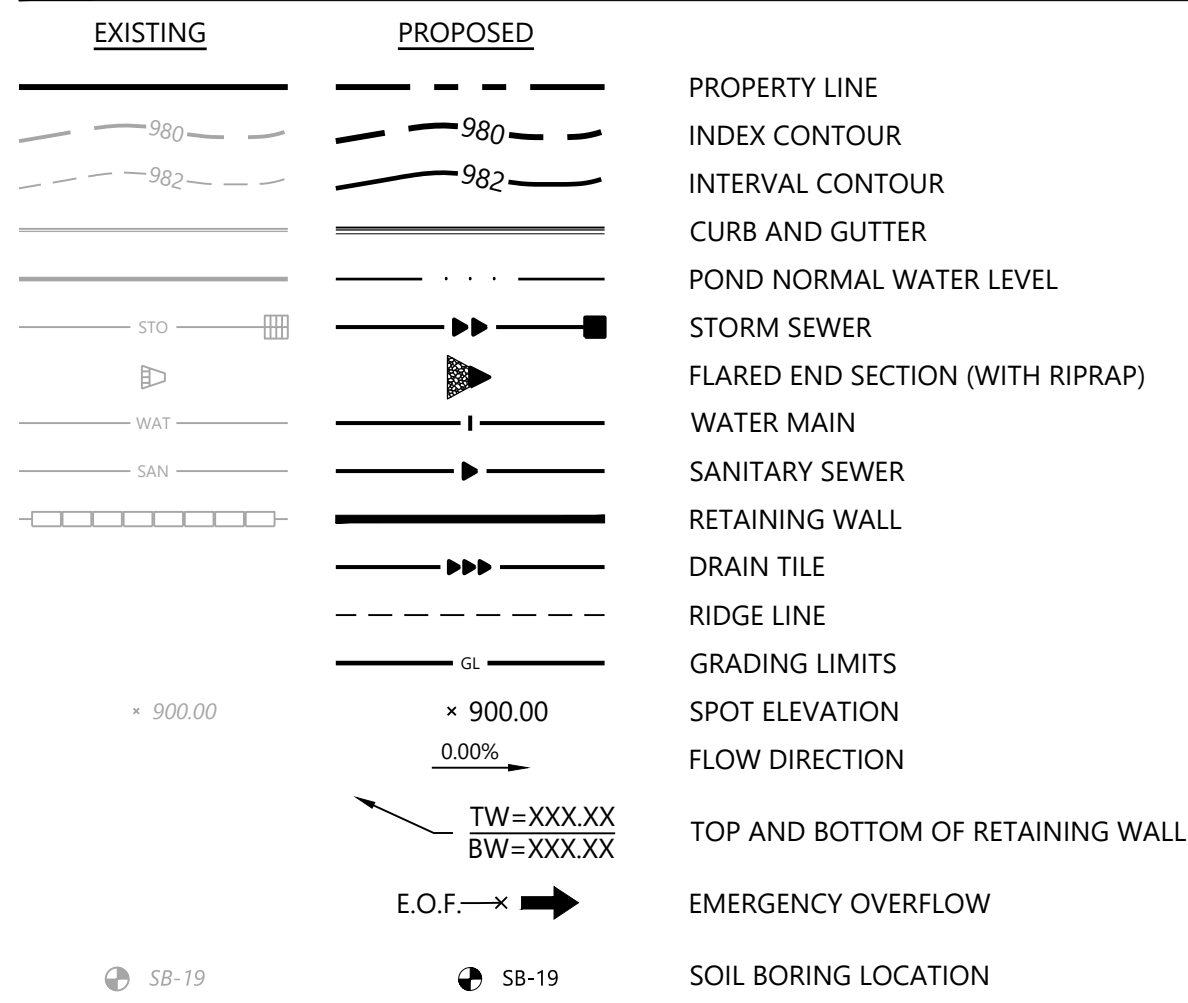
DATE: 05/13/2022

7001 FRANCE

FRANCE AVENUE SOUTH
COUNTY ROAD NO. 17



GRADING LEGEND



GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

FILTRATION/INFILTRATION BASIN NOTES

- BASIN EXCAVATION AND PIPE INSTALLATION MAY TAKE PLACE BEFORE CURB INSTALLATION. ALL OTHER BASIN CONSTRUCTION MUST WAIT UNTIL FINAL SITE LANDSCAPING. REMOVE SEDIMENT FROM EXCAVATED BASIN PRIOR TO PLACEMENT OF FILTER MEDIA. PLACE SAND BAGS OR SIMILAR ITEM IN CURB CUTS TO PRE-FILTER STORM WATER UNTIL PLANTS ARE ESTABLISHED IN BASINS. MAINTAIN INLET PROTECTION ON DOWN STREAM INLETS UNTIL BASINS ARE ON-LINE.
- BASIN EXCAVATION SHALL BE WITH TOOTHED-BUCKETS TO SCARIFY THE BOTTOM.
- PLACE SILT FENCE AROUND BASINS AS SHOWN IMMEDIATELY AFTER BASIN CONSTRUCTION.
- BASINS MUST BE TESTED FOR INFILTRATION RATE AFTER TOTAL SITE STABILIZATION. A DUAL RING INFILTROMETER SHALL BE USED FOR TESTING. MINIMUM INFILTRATION RATE IS 1-INCH PER HOUR. IF BASIN DOES NOT MEET INFILTRATION RATE, CONTRACTOR MUST TAKE CORRECTIVE ACTION UNTIL MINIMUM INFILTRATION RATE IS MET. CORRECTIVE ACTION MAY INCLUDE REMOVING PLUG IN DRAIN TILE. ALL TESTING AND CORRECTIVE ACTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE INCIDENTAL TO THE CONTRACT, WITH NO DIRECT COMPENSATION MADE.

SOIL REPLACEMENT NOTE

GEOTECHNICAL EVALUATIONS FOUND A LAYER OF CLAYEY SAND APPROXIMATELY 4 FEET BELOW THE BOTTOM OF THE PROPOSED INFILTRATION CHAMBERS. SHOULD THIS MATERIAL BE ENCOUNTERED DURING CONSTRUCTION, THE EXISTING CLAYEY SAND MUST BE REMOVED AND REPLACED WITH MATERIAL HAVING AN INFILTRATION RATE COMPARABLE WITH THE POORLY-GRADED SAND LOCATED AT THE BOTTOM OF THE SYSTEM.

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Common Ground Alliance

NINE MILE CREEK WATERSHED DISTRICT GENERAL PROVISIONS

- ALL TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE EROSION AND SEDIMENTATION CONTROL PLANS MUST BE INSTALLED PRIOR TO COMMENCEMENT OF SURFACE OR VEGETATION ALTERATION AND BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED AS DETERMINED BY NMCWD. IF SILT FENCE IS USED, THE BOTTOM FLAP MUST BE BURIED AND THE MAXIMUM ALLOWABLE SPACING BETWEEN POSTS IS 4-FOOT ON CENTER. ALL POSTS MUST BE EITHER 2-INCH X 2-INCH PINE, HARDWOOD, OR STEEL FENCE POSTS. IF HAY BALES ARE USED, ALL BALES MUST BE STAKED IN PLACE AND REINFORCED ON THE DOWNSTREAM SIDE WITH SNOW FENCE.
- ALL AREAS ALTERED BECAUSE OF CONSTRUCTION MUST BE RESTORED WITH SEED AND DISCED MULCH, SOD, WOOD FIBER BLANKET, OR BE HARD SURFACED WITHIN TWO WEEKS AFTER COMPLETION OF LAND ALTERATION AND NO LATER THAN THE END OF THE PERMIT PERIOD.
- UPON FINAL STABILIZATION, THE PERMIT APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES INSTALLED THROUGHOUT THE PROJECT SITE.
- AT THE ENTRYWAY ONTO THE SITE, A ROCK FILTER DIKE BEING A MINIMUM OF TWO FEET IN HEIGHT AND HAVING MAXIMUM SIDE SLOPES OF 4:1 MUST BE CONSTRUCTED. THIS ROCK FILTER DIKE WILL ENABLE CONSTRUCTION TRAFFIC TO ENTER THE SITE AND ALSO PROVIDE AN EROSION CONTROL FACILITY.
- IF DEWATERING IS REQUIRED AND SUMP PUMPS ARE USED, ALL PUMPED WATER MUST BE DISCHARGED THROUGH AN EROSION CONTROL FACILITY PRIOR TO LEAVING THE CONSTRUCTION SITE. PROPER ENERGY DISSIPATION MUST BE PROVIDED AT THE OUTLET OF THE PUMP SYSTEM.
- THE NMCWD MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE NMCWD, ITS OFFICERS, EMPLOYEES AND AGENTS REVIEW, COMMENT UPON, AND APPROVE PLANS AND SPECIFICATIONS PREPARED BY PERMIT APPLICANTS AND THEIR CONSULTANTS FOR THE LIMITED ADMINISTRATIVE PURPOSE OF DETERMINING WHETHER THERE IS REASONABLE ASSURANCE THAT THE PROPOSED PROJECT WILL COMPLY WITH THE REGULATIONS AND CRITERIA OF THE NMCWD. THE DETERMINATION OF THE NMCWD THAT ISSUANCE OF THIS PERMIT IS APPROPRIATE WAS MADE IN RELIANCE ON THE INFORMATION PROVIDED BY THE APPLICANT.
- THE GRANT OF THIS PERMIT SHALL NOT IN ANY WAY RELIEVE THE PERMITTEE, ITS ENGINEER, OR OTHER PROFESSIONAL CONSULTANTS OF RESPONSIBILITY, NOR SHALL IT MAKE THE NMCWD RESPONSIBLE FOR THE TECHNICAL ADEQUACY OF THE ENGINEER'S OR CONSULTANT'S WORK. THE GRANT OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE FROM COMPLYING WITH ALL CONDITIONS AND REQUIREMENTS OF THE PERMIT WHICH SHALL BE RETAINED BY THE PERMITTEE WITH THE PERMIT.
- THE ISSUE OF THIS PERMIT DOES NOT CONVEY ANY PROPERTY RIGHTS IN EITHER REAL OR PERSONAL PROPERTY, OR ANY EXCLUSIVE PRIVILEGES, NOR DOES IT AUTHORIZE ANY INJURY TO PRIVATE PROPERTY OR ANY INVASION OF PERSONAL RIGHTS, NOR ANY INFRINGEMENT OF FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS.

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE 9365
EDINA, MN 55445

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.
DAVID T. BLADE
DATE: 05/13/2022 LICENSE NO. .

7001 FRANCE
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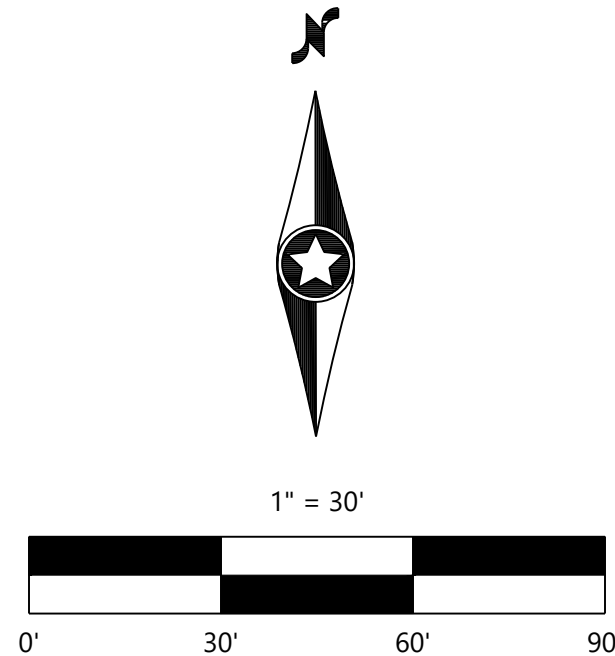
Westwood
12701 Whitewater Drive, Suite E300
Edina, MN 55445
(952) 937-2169
(952) 937-2162
Fax: (952) 937-2162
www.westwoodpro.com
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GRADING PLAN

SHEET NUMBER:

C300

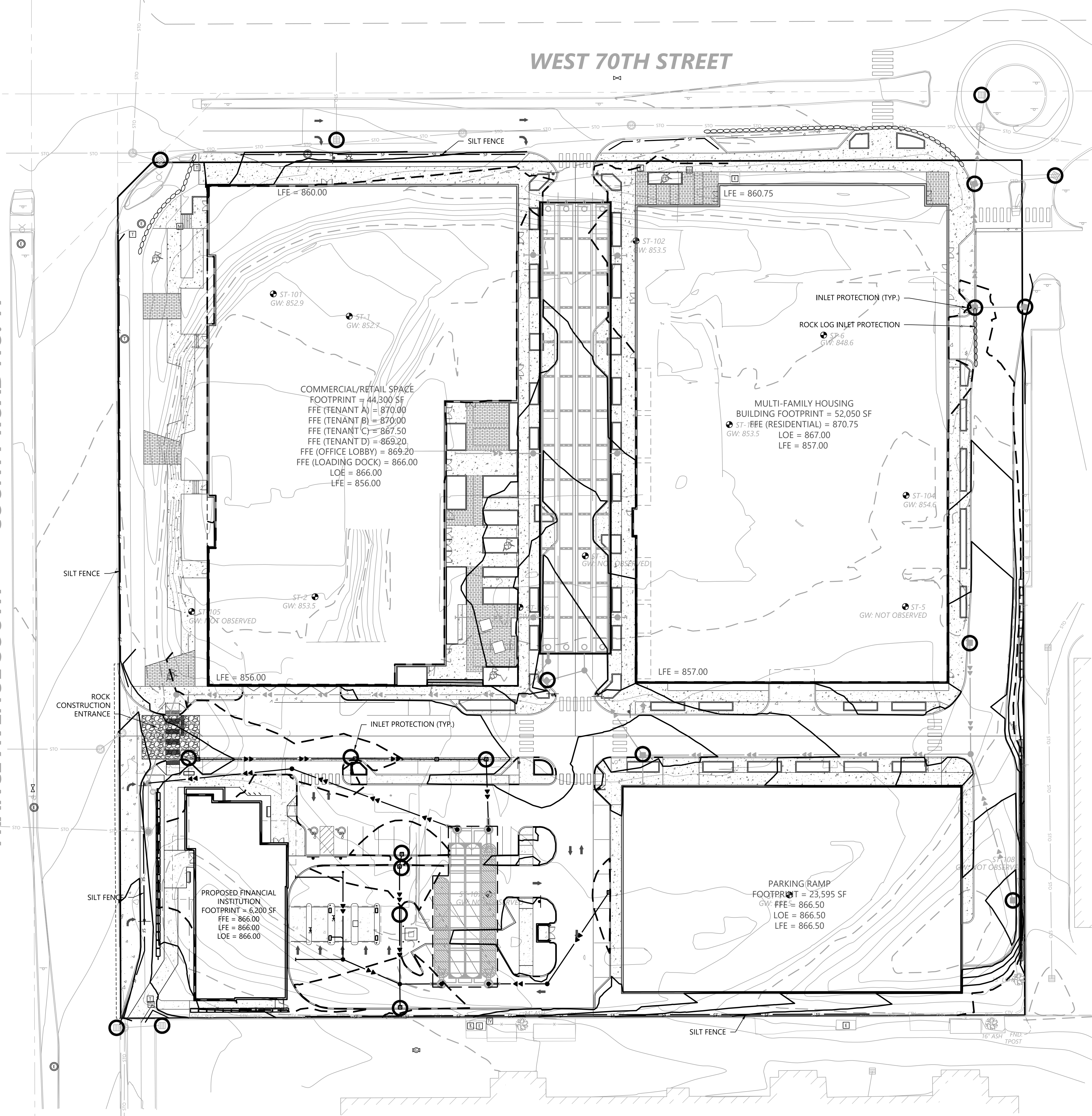
DATE: 05/13/2022 PROJECT NUMBER: 0029211.10



NOT FOR CONSTRUCTION

FRANCE AVENUE SOUTH COUNTY ROAD NO. 17

WEST 70TH STREET



EROSION CONTROL LEGEND

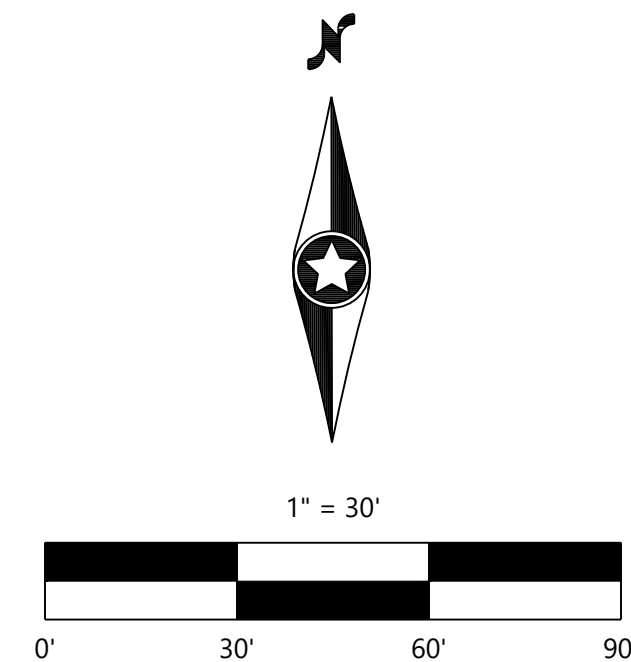
EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		HEAVY DUTY SILT FENCE
		ROCK LOG
		BIOREOLL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION

GENERAL EROSION CONTROL NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL Viable TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAYBALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- EROSION AND SILTATION CONTROL (ESC): THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED TO: CATCH BASIN INSERTS, CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. ESC SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER. ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
- PROPOSED PONDS SHALL BE EXCAVATED FIRST AND USED AS TEMPORARY PONDING DURING CONSTRUCTION.
- WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTION & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FIBER BLANKET INSTALLED ON THE DISTURBED SOILS.
- ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH, SOD, EROSION CONTROL FACILITY PRIOR TO LEAVING THE CONSTRUCTION SITE. PROPER ENERGY DISSIPATION MUST BE PROVIDED AT THE OUTLET OF THE PUMP SYSTEM.
- THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES, MNDOT, AND CITY.
 - TEMPORARY (GREATER THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 22-111 AT 30.5-POUNDS PER ACRE.
 - TEMPORARY (LESS THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 21-112 (FALL) OR 21-111 (SPRING/SUMMER) AT 100-POUNDS PER ACRE.
 - INFILTRATION/FILTRATION BASIN SHALL BE MNDOT SEED MIX 34-262 AT 14.5-POUNDS PER ACRE.
 - POND SLOPES SHALL BE MNDOT SEED MIX 33-261 AT 35-POUNDS PER ACRE.
 - GENERAL SEEDING SHALL BE MNDOT SEED MIX 25-151 AT 70-POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT TYPE 1 APPLIED AT 2-TONS PER ACRE.
- FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOD OR EROSION CONTROL BLANKET IS REQUIRED.
- ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
- ALL PERMANENT PONDS USED AS TEMPORARY SEDIMENT BASINS DURING CONSTRUCTION SHALL BE DREDGED AFTER THE SITE HAS BEEN STABILIZED TO RESTORE THE POND TO THE PROPOSED BOTTOM ELEVATION.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PIPING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADS MUST BE PROVIDED WITH A POSITIVE OUTFLOW.
- PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE CONCURRENT WITH SITE WORK.

NINE MILE CREEK WATERSHED DISTRICT GENERAL PROVISIONS

- ALL TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE EROSION AND SEDIMENTATION CONTROL PLANS MUST BE INSTALLED PRIOR TO COMMENCEMENT OF SURFACE OR VEGETATION ALTERATION AND BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED AS DETERMINED BY NMCWD. IF SILT FENCE IS USED, THE BOTTOM FLAP MUST BE BURIED AND THE MAXIMUM ALLOWABLE SPACING BETWEEN POSTS IS 4-FOOT ON CENTER. ALL POSTS MUST BE EITHER 2-INCH X 2-INCH PINE, HARDWOOD, OR STEEL FENCE POSTS. IF HAY BALES ARE USED, ALL BALES MUST BE STAKED IN PLACE AND REINFORCED ON THE DOWNSTREAM SIDE WITH SNOW FENCE.
- ALL AREAS ALTERED BECAUSE OF CONSTRUCTION MUST BE RESTORED WITH SEED AND DISCED MULCH, SOD, WOOD FIBER BLANKET, OR BE HARD SURFACED WITHIN TWO WEEKS AFTER COMPLETION OF LAND ALTERATION AND NO LATER THAN THE END OF THE PERMIT PERIOD.
- UPON FINAL STABILIZATION, THE PERMIT APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES INSTALLED THROUGHOUT THE PROJECT SITE.
- AT THE ENTRYWAY ONTO THE SITE, A ROCK FILTER DIKE BEING A MINIMUM OF TWO FEET IN HEIGHT AND HAVING MAXIMUM SIDE SLOPES OF 4:1 MUST BE CONSTRUCTED. THIS ROCK FILTER DIKE WILL ENABLE CONSTRUCTION TRAFFIC TO ENTER THE SITE AND ALSO PROVIDE AN EROSION CONTROL FACILITY.
- IF DEWATERING IS REQUIRED AND SUMP PUMPS ARE USED, ALL PUMPED WATER MUST BE DISCHARGED THROUGH AN EROSION CONTROL FACILITY PRIOR TO LEAVING THE CONSTRUCTION SITE. PROPER ENERGY DISSIPATION MUST BE PROVIDED AT THE OUTLET OF THE PUMP SYSTEM.
- THE NMCWD MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.



NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DESIGNED:	DTE
CHECKED:	DTE
DRAWN:	TDM
DATE:	05/13/2022
PROJECT:	0029211.10EQ1.DWG
SCALE:	AS SHOWN
DATE:	05/13/2022
SCALE:	AS SHOWN
DATE:	05/13/2022
SCALE:	AS SHOWN

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.
DAVID T. BLADE
DATE: 05/13/2022 LICENSE NO. .

7001 FRANCE
EDINA, MN

Westwood
12780 Whitewater Drive, Suite #100
Edina, MN 55435
Phone: (952) 337-5169
Fax: (952) 337-5822
www.westwoodps.com
Westwood Professional Services, Inc.

EROSION CONTROL PLAN

SHEET NUMBER:

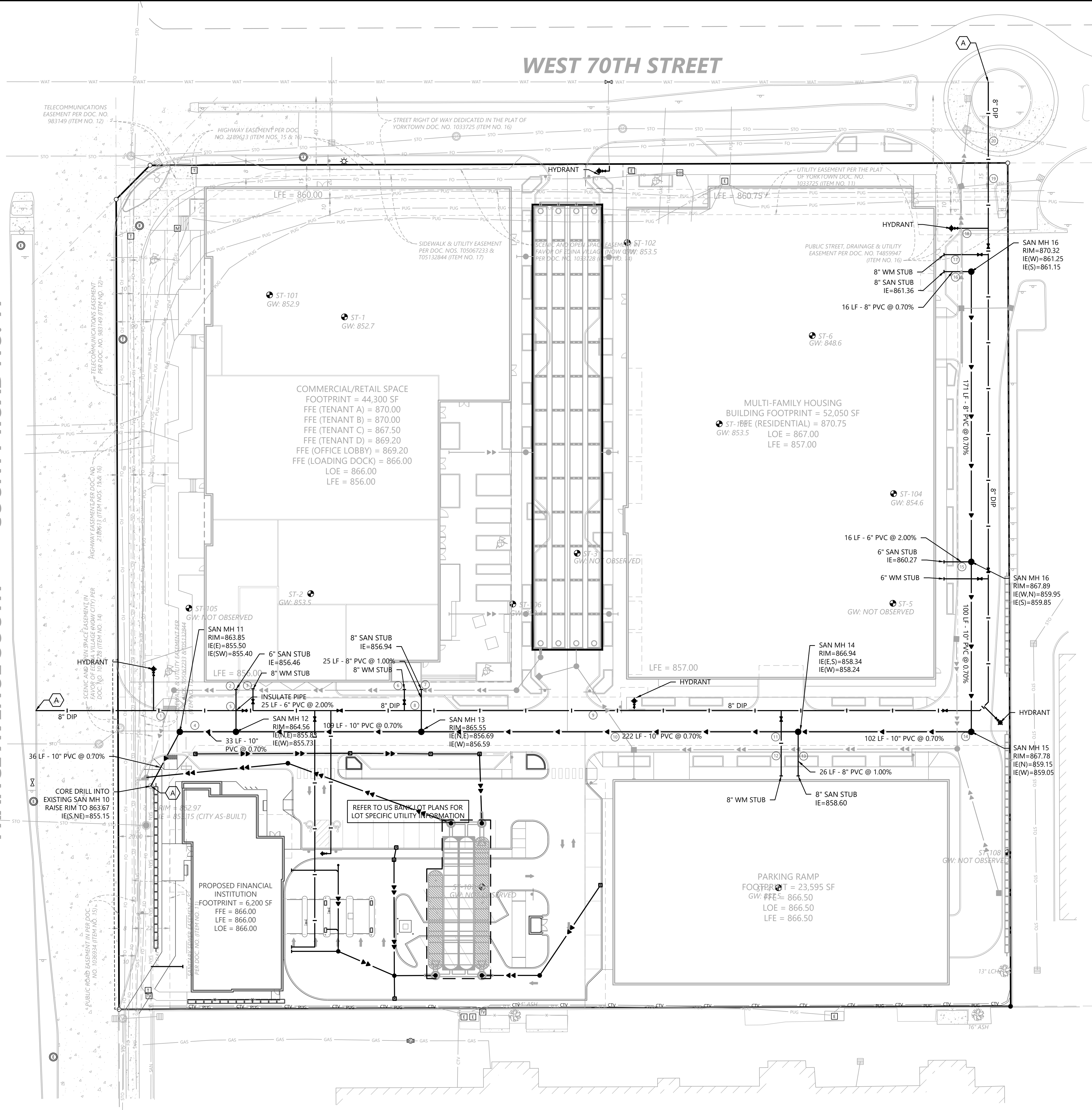
C301

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10

7001 FRANCE

FRANCE AVENUE SOUTH COUNTY ROAD NO. 17



UTILITY LEGEND

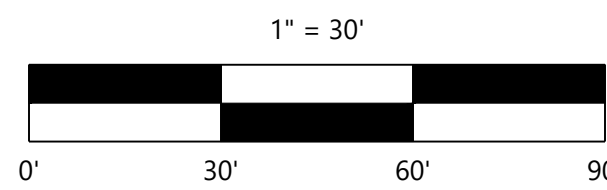
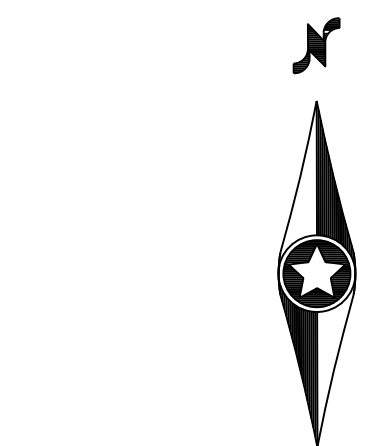
EXISTING	PROPOSED	
SAN	SAN	PROPERTY LINE
FM	FM	EASEMENT LINE
STO	STO	CURB AND GUTTER
WAT	WAT	SANITARY SEWER
WAT	WAT	SANITARY SEWER FORCE MAIN
GAS	GAS	STORM SEWER
PUG	PUG	WATER MAIN
POH	POH	HYDRANT
TUG	TUG	GAS
TOH	TOH	UNDERGROUND ELECTRIC
FO	FO	OVERHEAD ELECTRIC
CTV	CTV	UNDERGROUND TELEPHONE
D=3	D=3	OVERHEAD TELEPHONE
☆	☆	TELEPHONE FIBER OPTIC
		CABLE TELEVISION
		DRAIN TILE
		GATE VALVE
		FLARED END SECTION (WITH RIPRAP)
		LIGHT POLE

GENERAL UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10-FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. DUCTILE IRON WATER LINES SHALL BE CLASS 52, PER AWWA C115 OR C151. COPPER WATER LINES SHALL BE TYPE K PER ASTM B88. PVC WATER LINES SHALL BE PER AWWA C900 AND INSTALLED PER AWWA C605 IF ALLOWED BY CITY.
12. ALL WATER LINES SHALL HAVE 7.5' MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 8' OF COVER. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
13. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF THE BUILDING AND UNDER FOOTINGS SHALL BE SCHEDULE 40 PER ASTM D2665. ALL PLASTIC SANITARY SEWER SHALL BE INSTALLED PER D2321. SOLVENT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE, PART 712.0.
14. STORM SEWER PIPE:
 - A. RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - B. REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED. PER ASTM C76 WITH R-4 GASKETS.
 - C. HDPE STORM PIPE 4- TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HDPE STORM PIPE 12- TO 60-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D2321.
 - D. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2665 AND INSTALLED PER ASTM D2321.
 - E. CORRUGATED METAL PIPE (CMP) FOR SIZES 18- TO 120-INCH AND MUST MEET ASTM A760 OR ASTM A796 AND BE INSTALLED PER ASTM A796. CMP MAY NOT BE INSTALLED WITHIN 10-FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
 - F. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10-FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
15. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA RULES, PART 7560.0150.
16. POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCVS2 (OR EQUIVALENT).
17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
18. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.
19. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

A UTILITY KEYNOTE

- A. CONNECT TO EXISTING. COORDINATE CONNECTION WITH THE CITY.



NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call 811.com
Common Ground Alliance

DESIGNED:	10/16/2020
CHECKED:	09/17/2021
DRAWN:	07/26/2022
DATE:	07/26/2022
SCALE:	COUNT SUBMITTAL
SCALE:	CITY STORMWATER COMMENTS
SCALE:	CITY STORMWATER COMMENTS
SCALE:	SITE PLAN REVIEW

PREPARED FOR:
ORION/MORTENSON
4530 WEST 77TH STREET SUITE 2365
EDINA, MN 55445

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL ENGINEERS OF THE STATE OF MINNESOTA.
DAVID T. BIDE
DATE: 05/13/2022 LICENSE NO. .

7001 FRANCE
EDINA, MN

Westwood
12701 Whitewater Drive, Suite #200
Edina, MN 55443
Phone: (952) 337-5150
Fax: (952) 337-5522
Email: info@westwoodps.com
Westwood Professional Services, Inc.

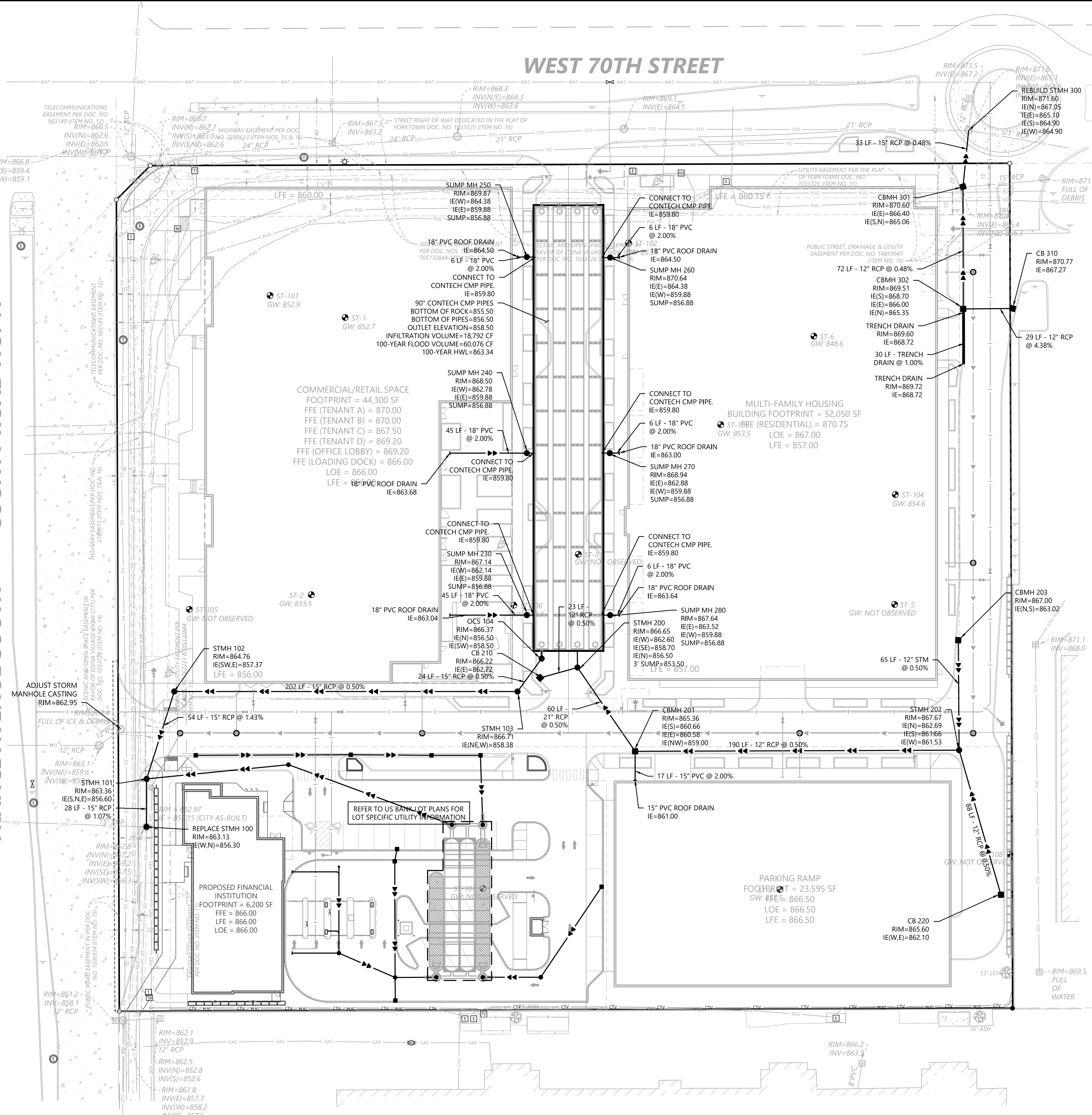
SANITARY AND
WATERMAIN PLAN

SHEET NUMBER:

C400

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10

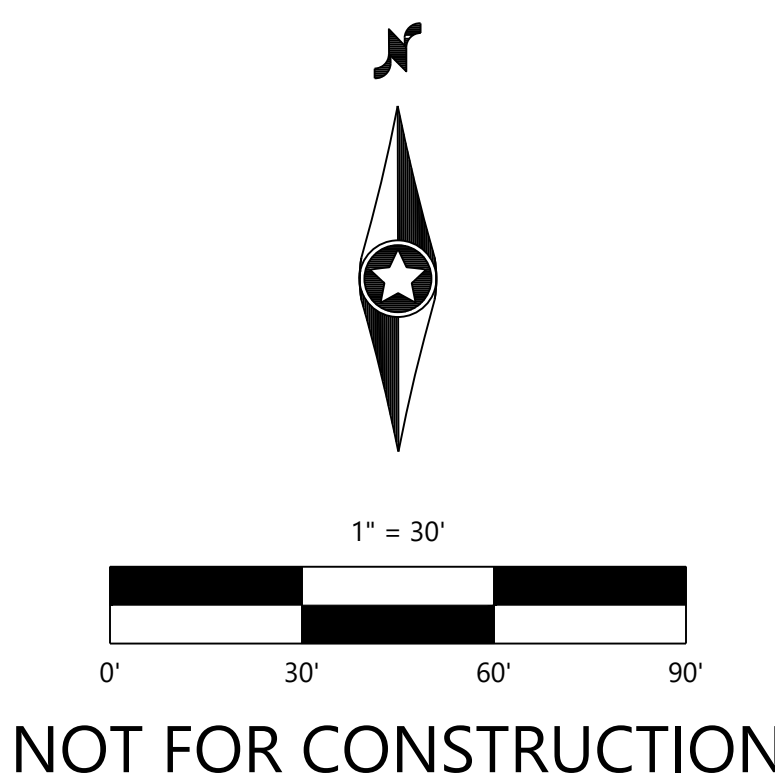
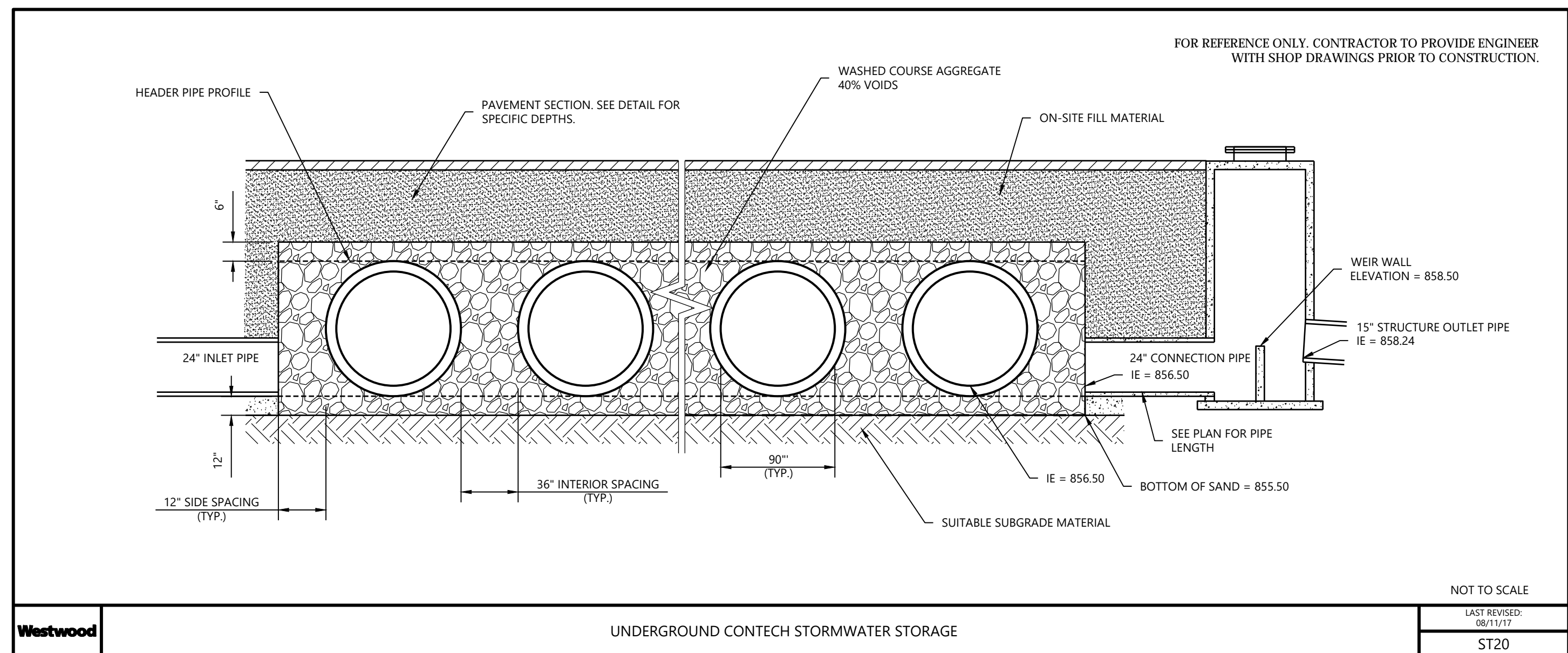
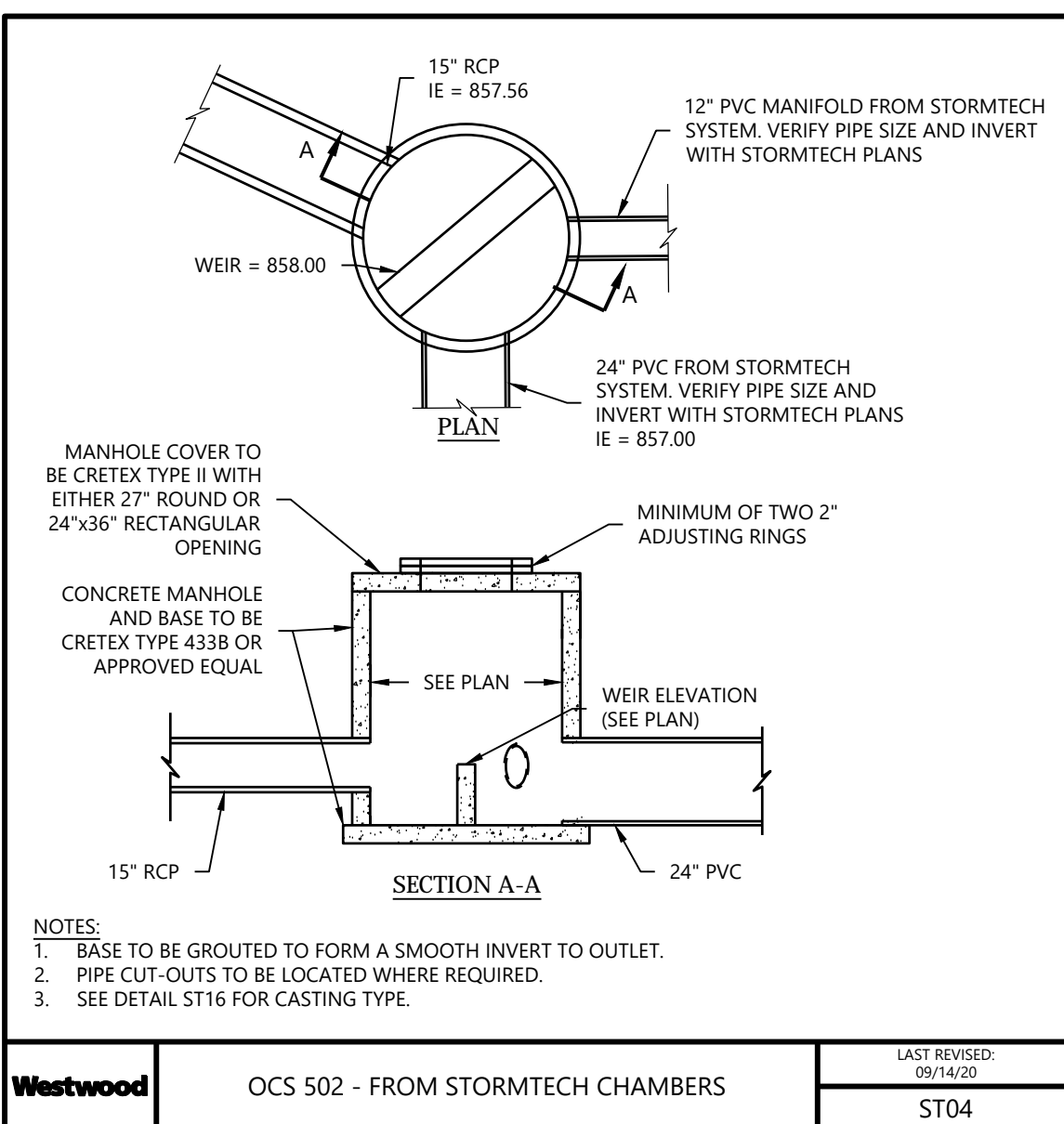


UTILITY LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
		SANITARY SEWER
		SANITARY SEWER FORCE MAIN
		STORM SEWER
		WATER MAIN
		HYDRANT
		GAS
		UNDERGROUND ELECTRIC
		OVERHEAD ELECTRIC
		UNDERGROUND TELEPHONE
		OVERHEAD TELEPHONE
		TELEPHONE FIBER OPTIC
		CABLE TELEVISION
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		GATE VALVE
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811 or call 811.com
Common Ground Alliance

INITIAL ISSUE: 10/16/2020

REVISIONS:

1. 09/17/2021 PRELIMINARY DEVELOPMENT PLAN / PUD

2. 07/26/2022 WATERSHED COMMENTS

3. 02/08/2022 COUNTY SUBMITTAL

4. 05/06/2022 CITY STORMWATER COMMENTS

5. 05/12/2022 SITE PLAN REVIEW

PREPARED FOR:

ORION/MORTENSON

4530 WEST 77TH STREET SUITE 2365

EDINA, MN 55435

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.

DAVID T. BLADE

DATE: 05/13/2022 LICENSE NO. .

7001 FRANCE

EDINA, MN

Westwood

12780 Whitewater Drive, Suite #200

(952) 337-2169

(952) 337-2169

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Westwood Professional Services, Inc.

STORM SEWER PLAN

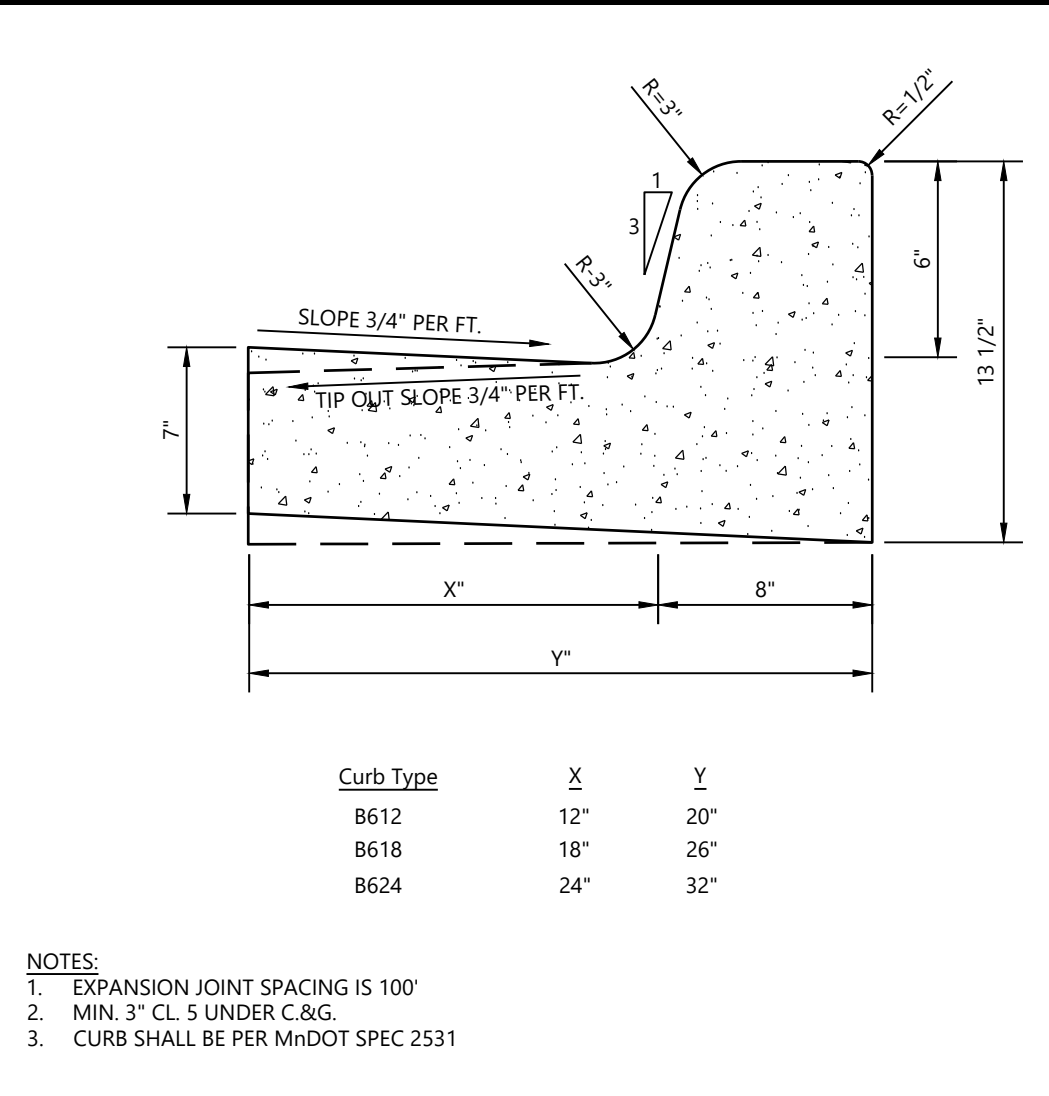
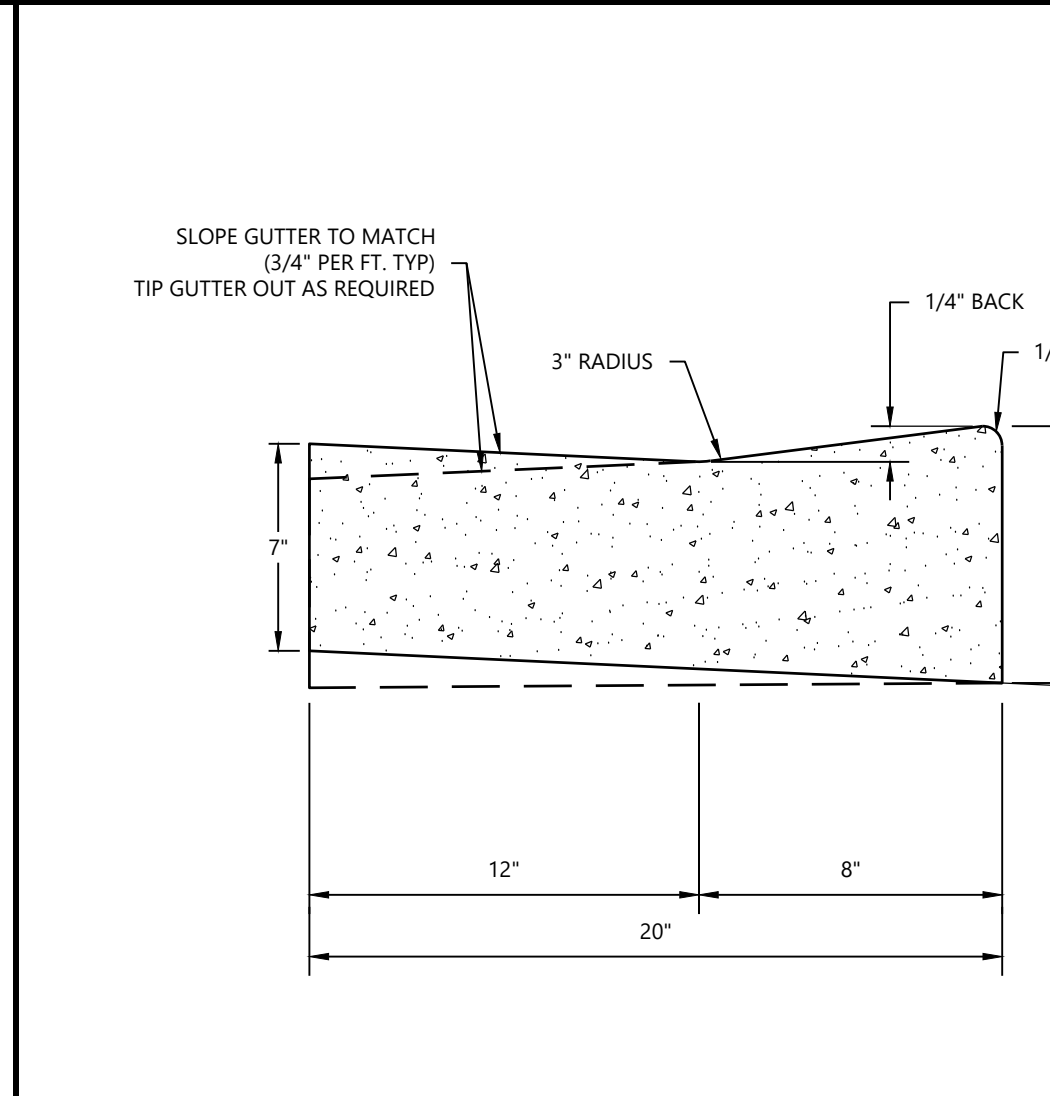
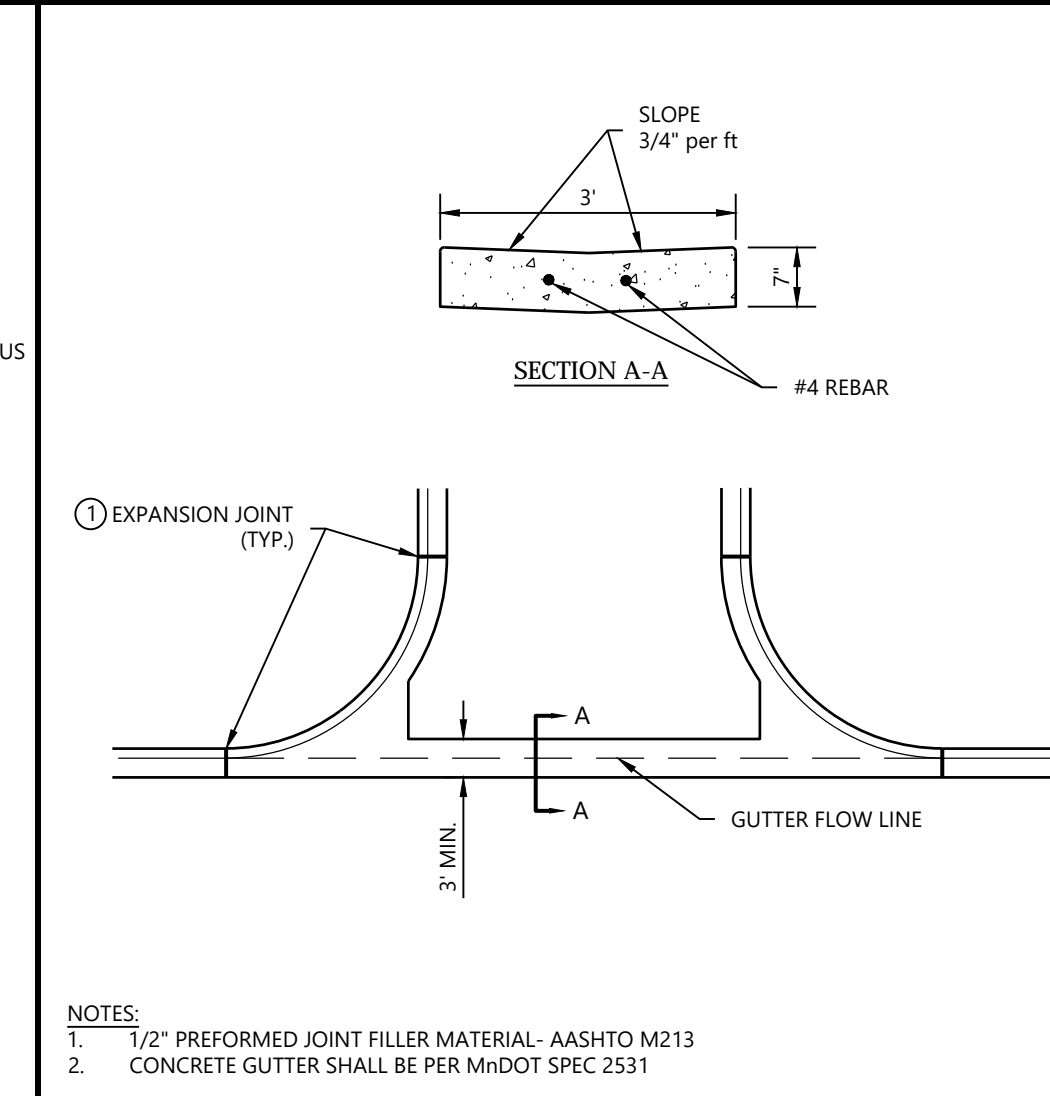
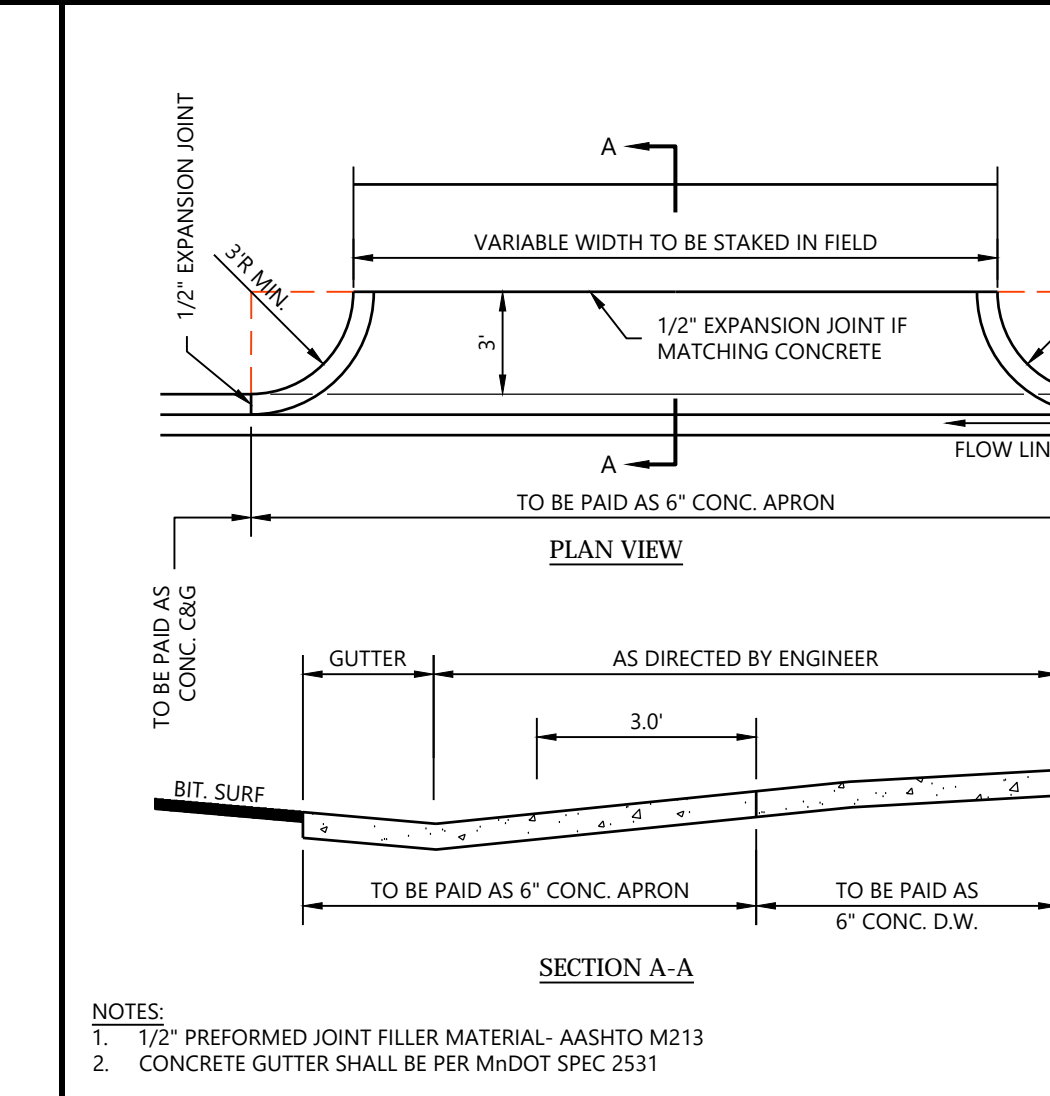
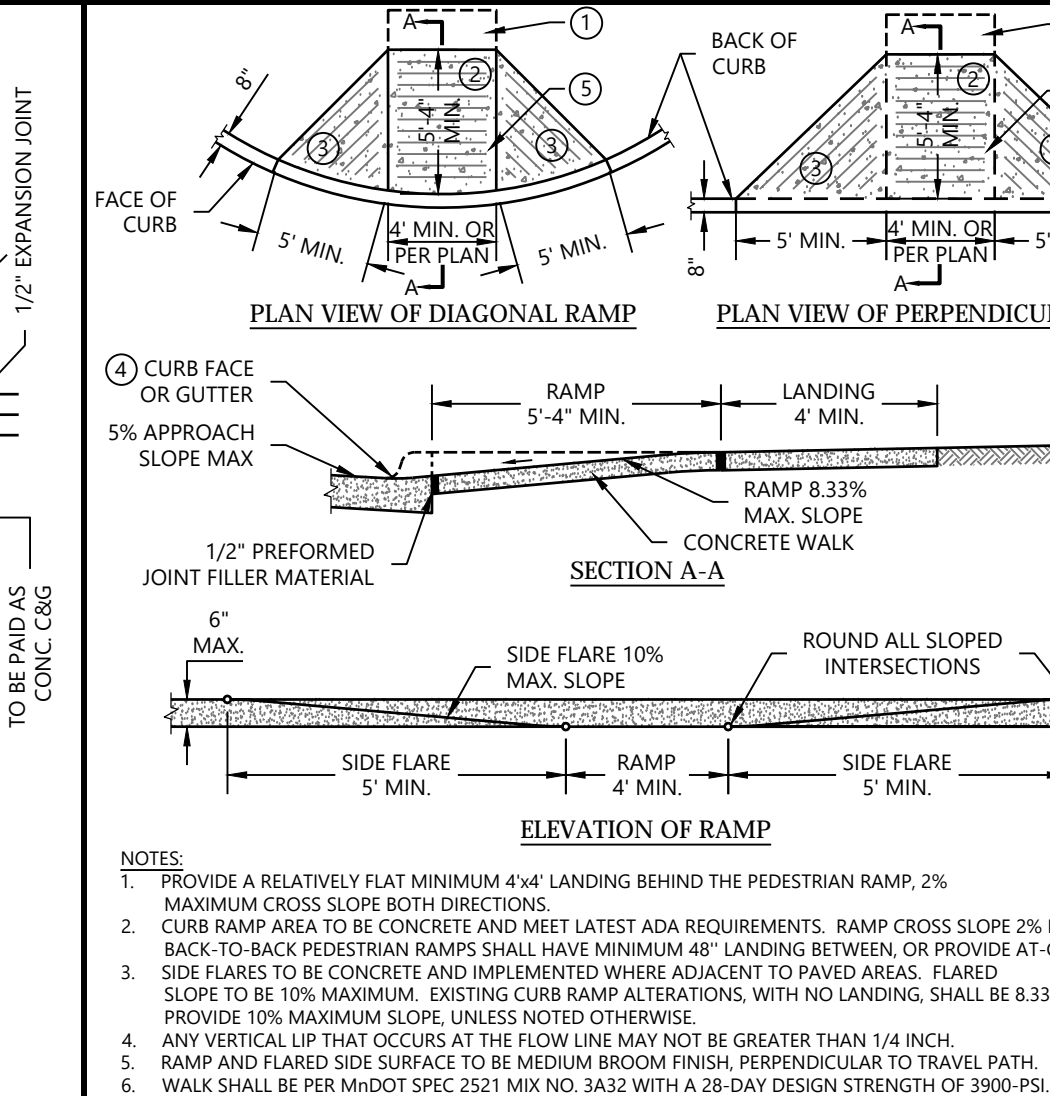
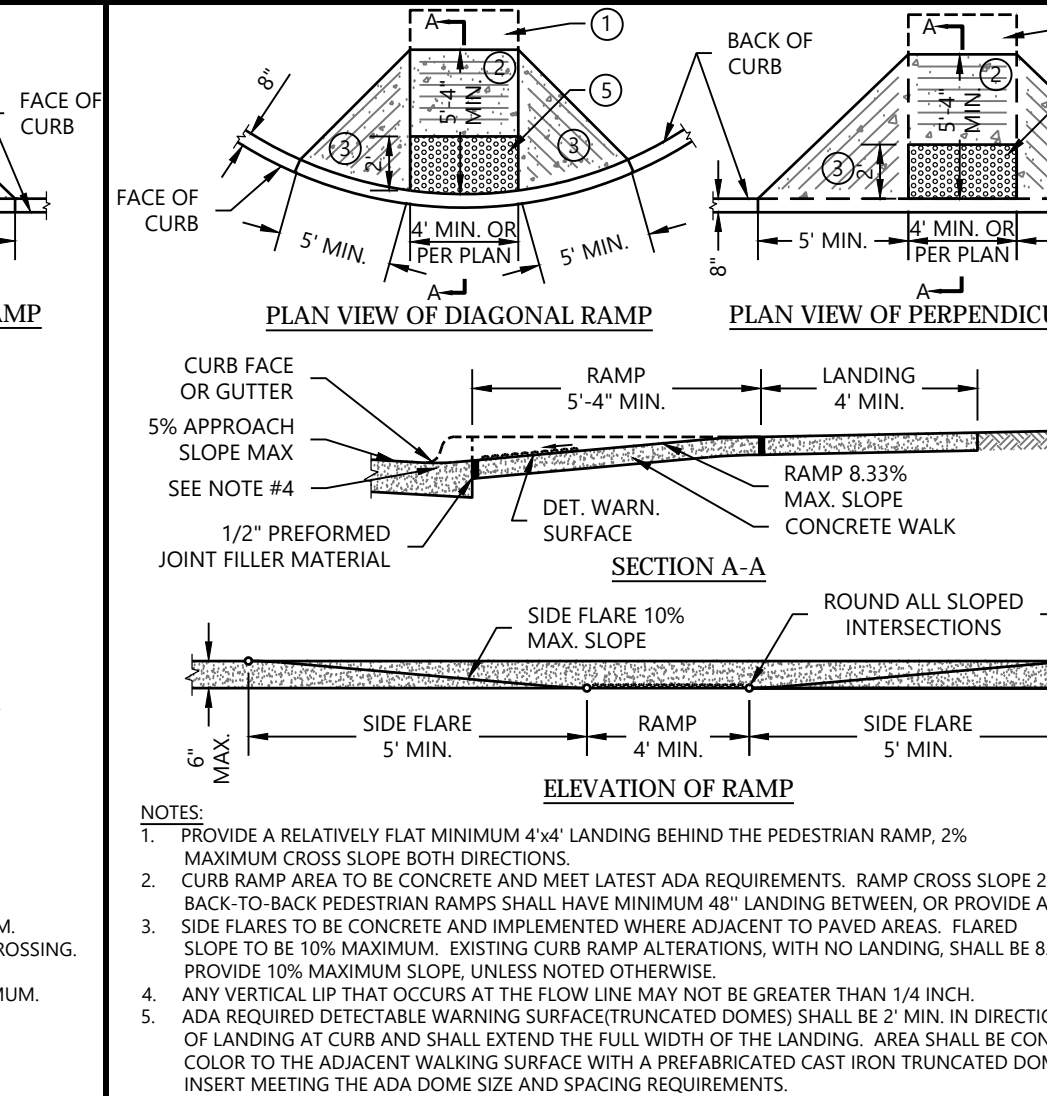
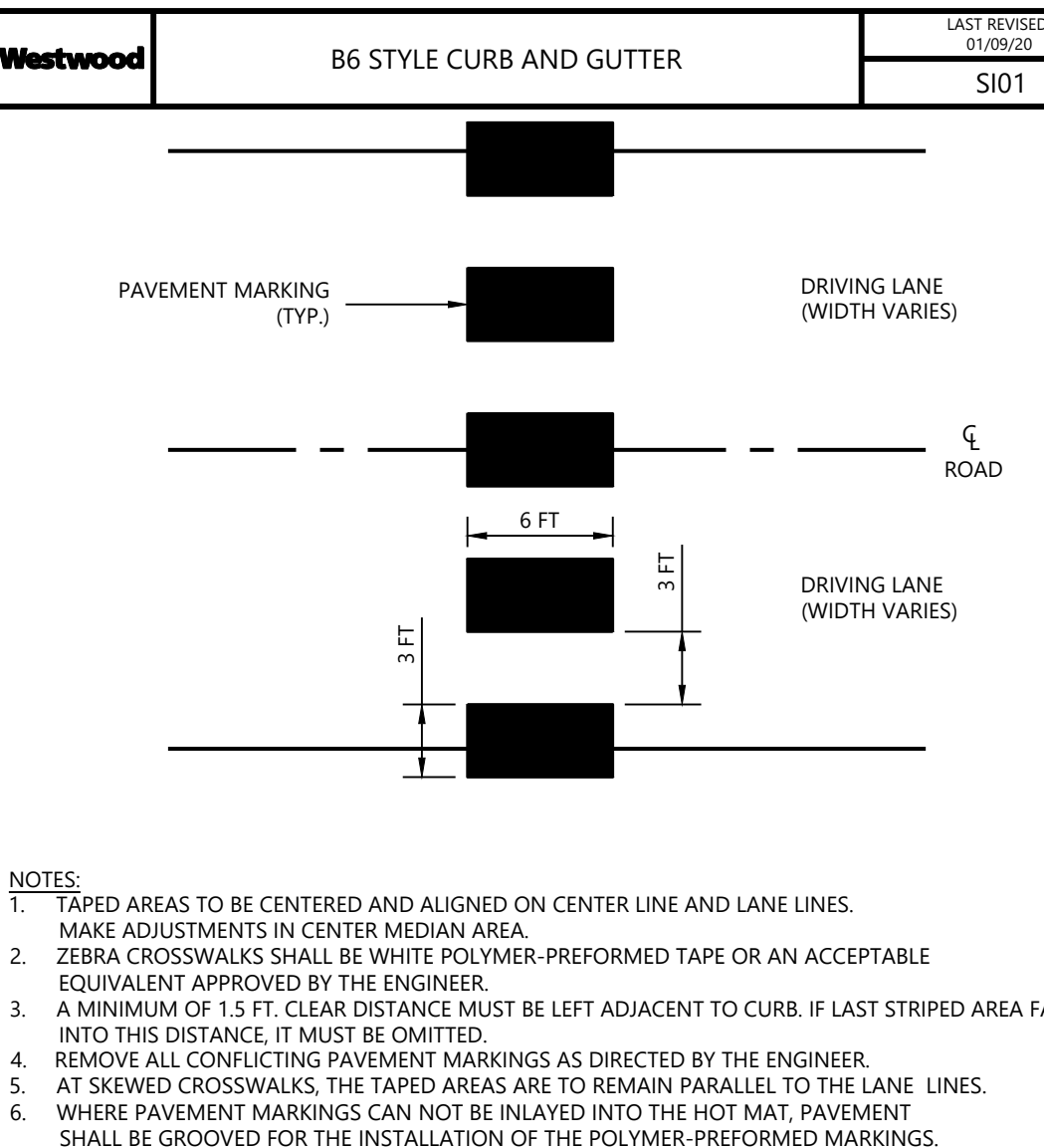
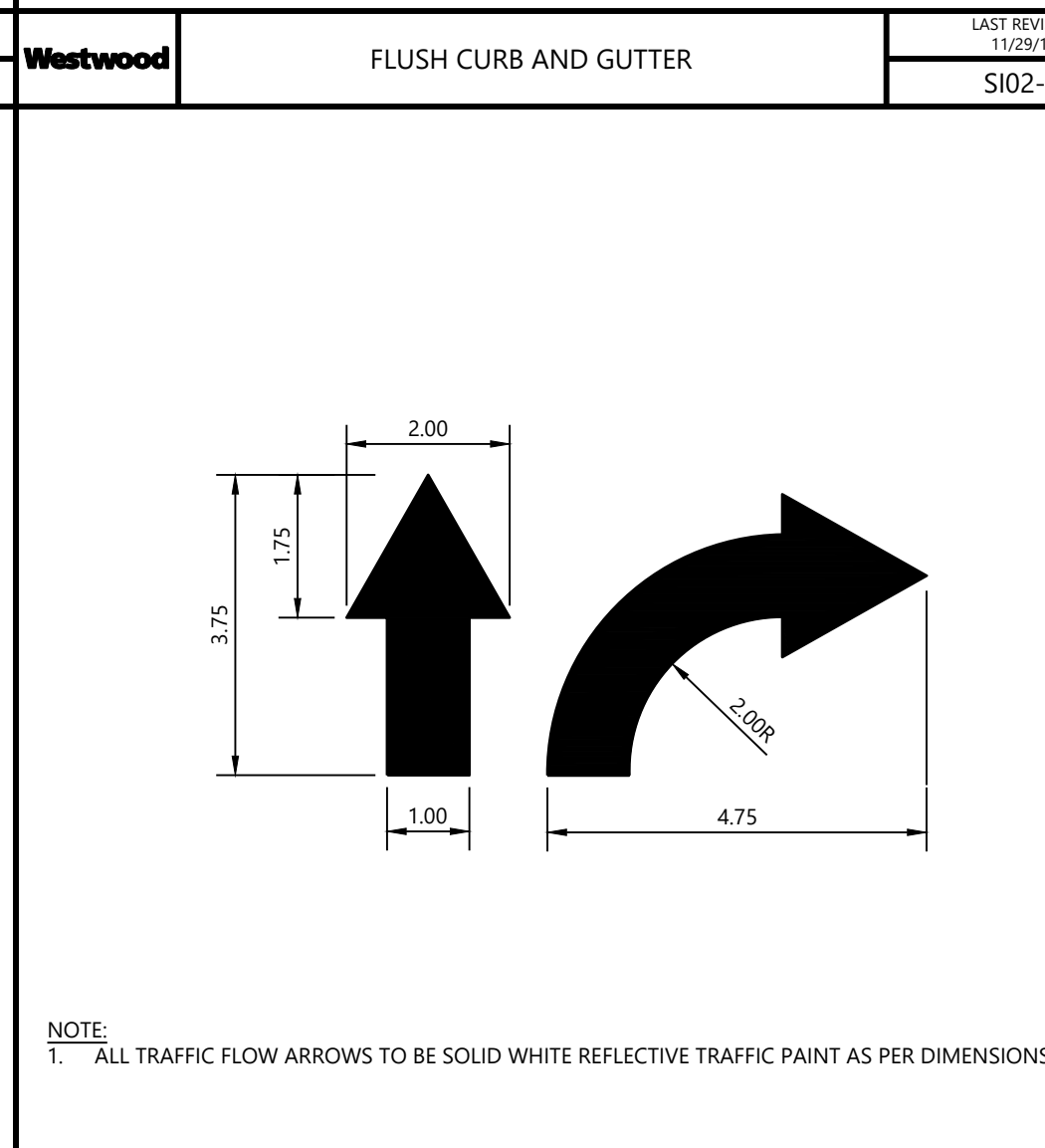
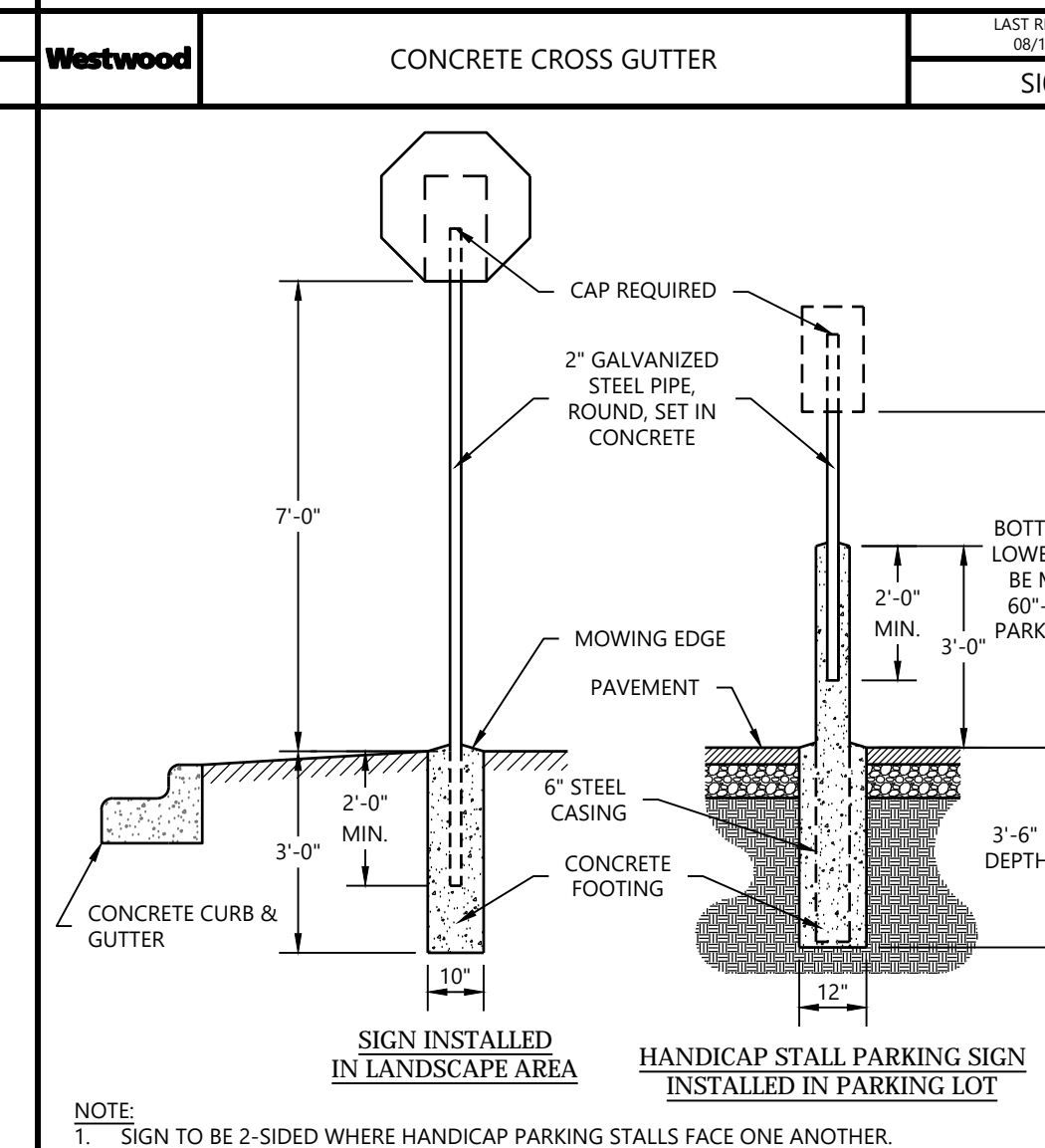
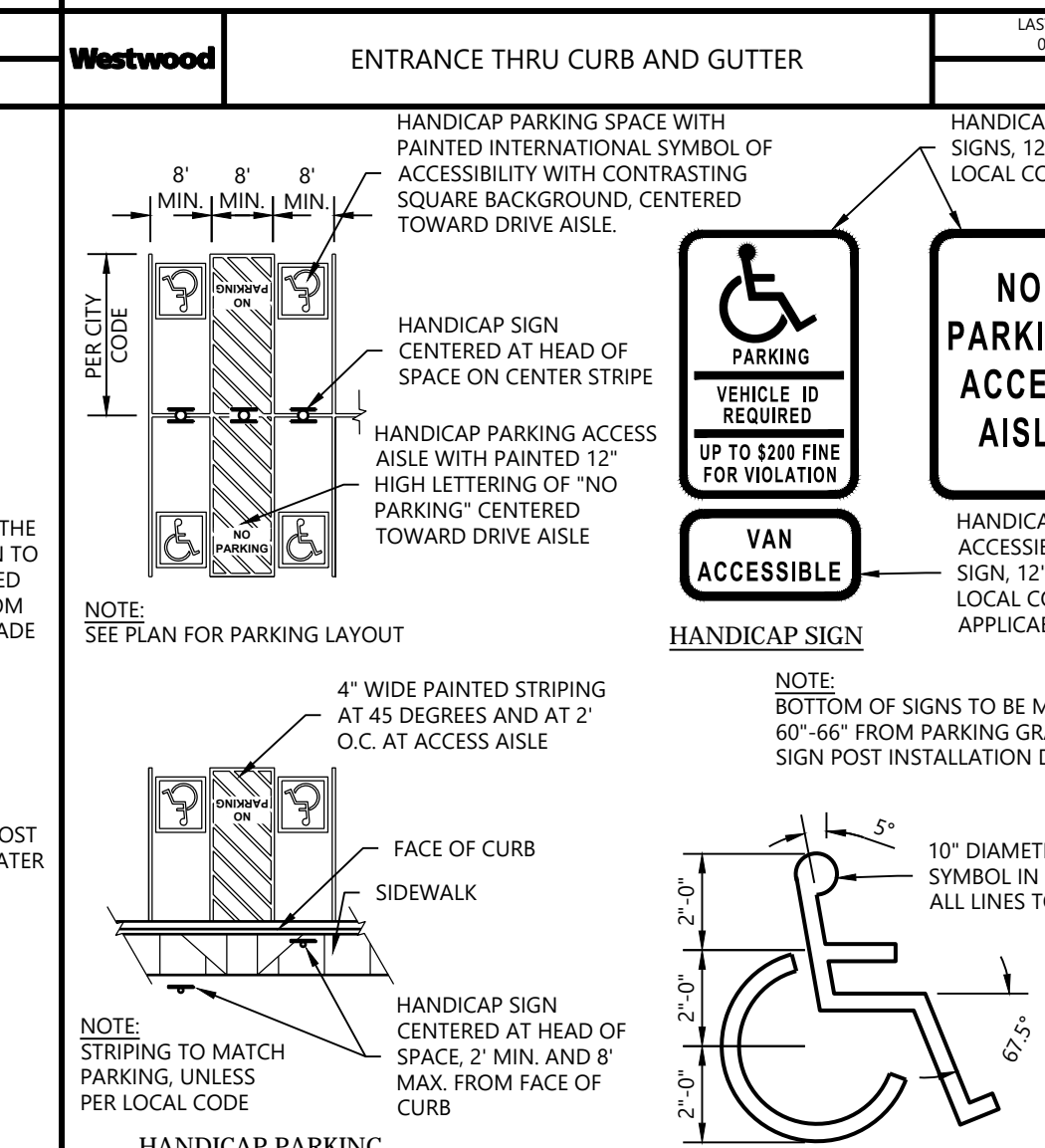
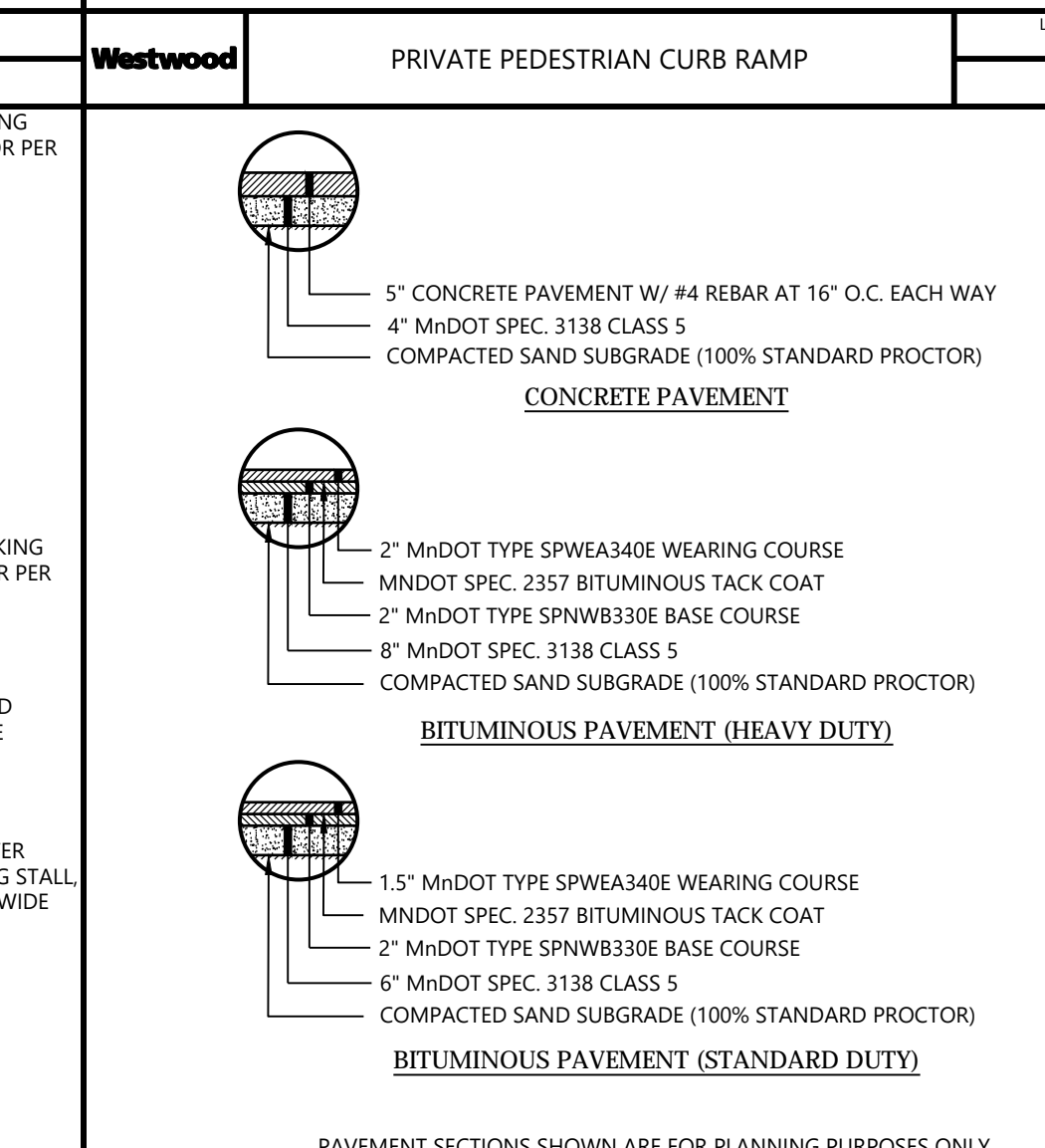
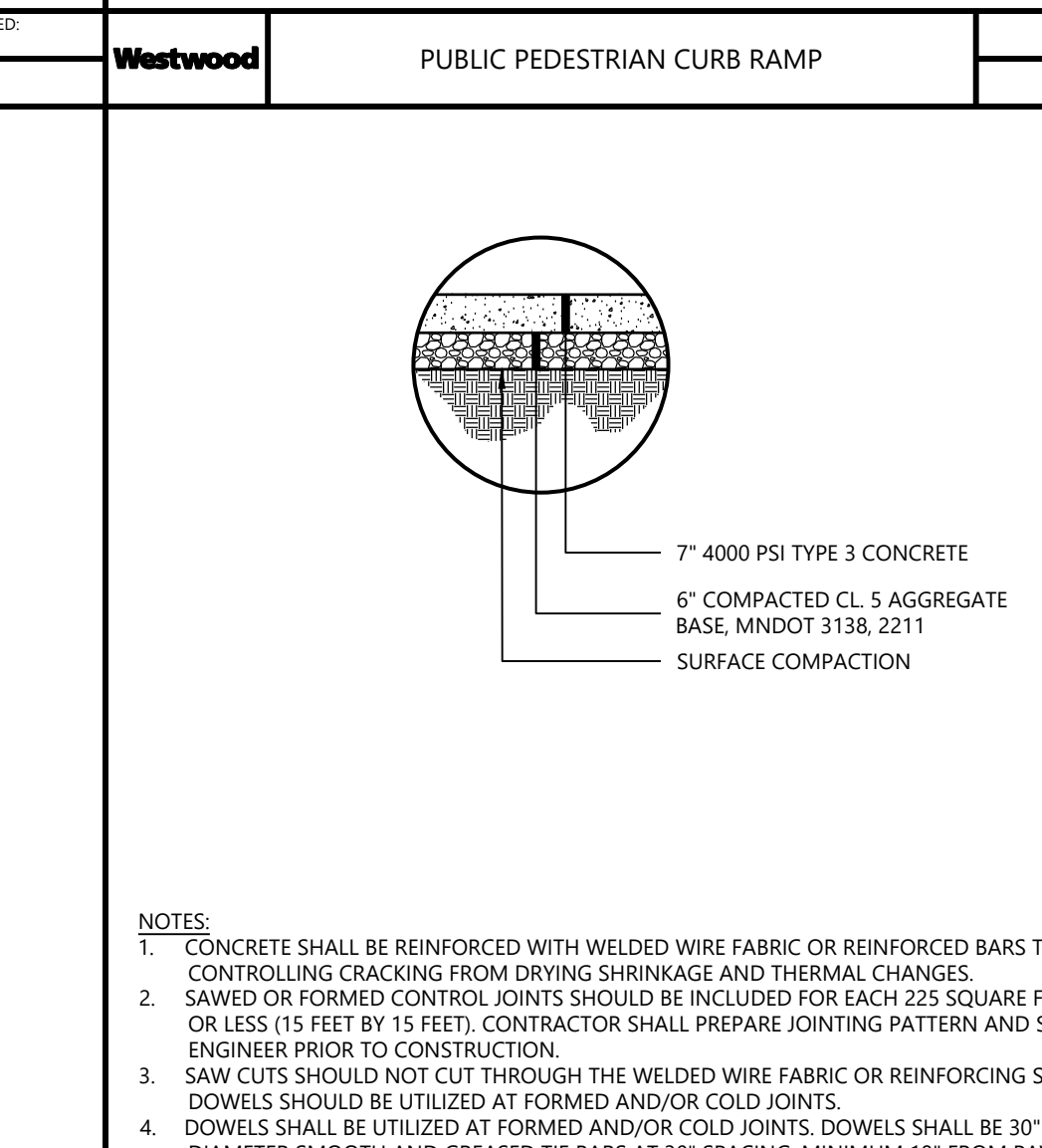
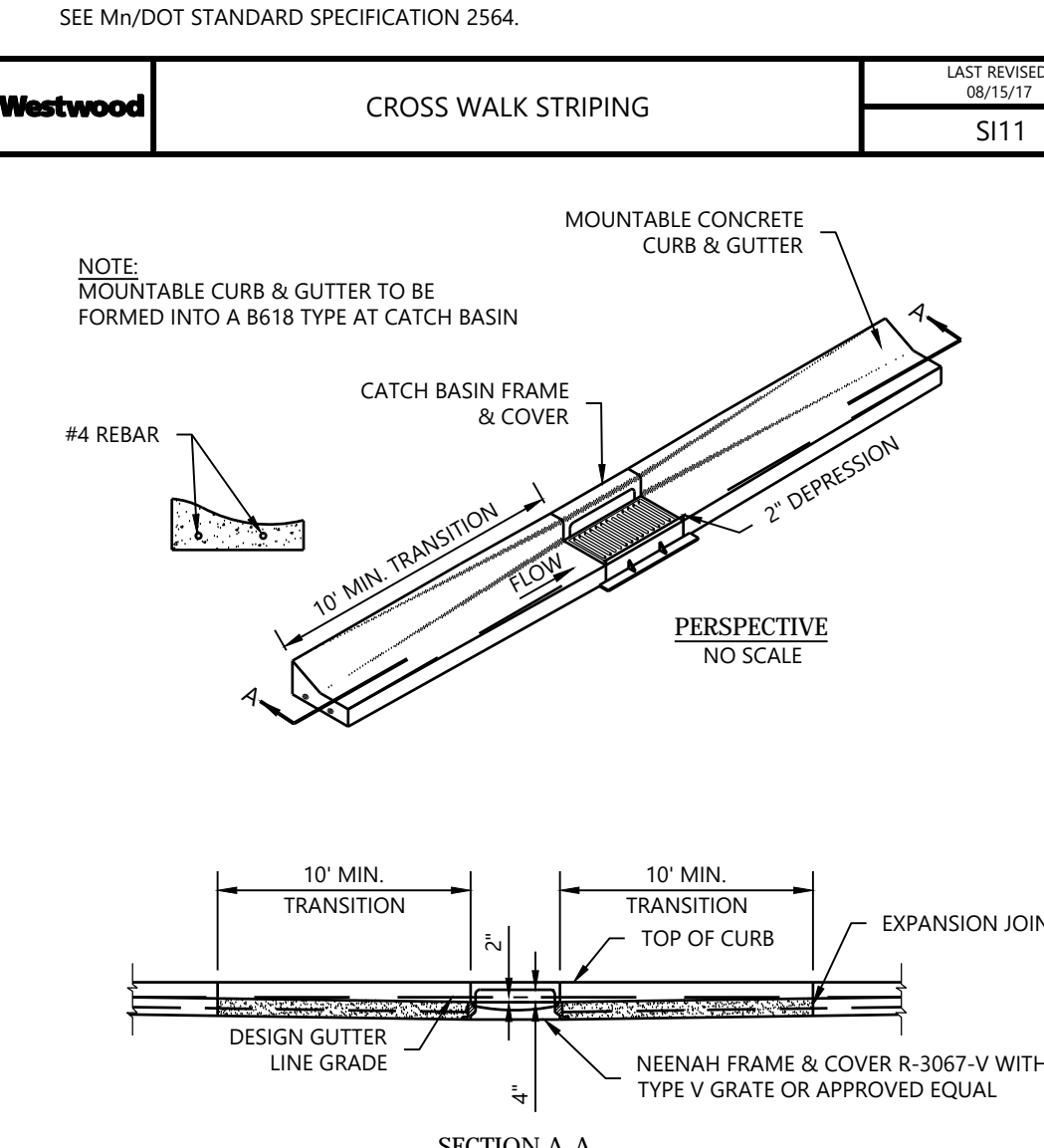
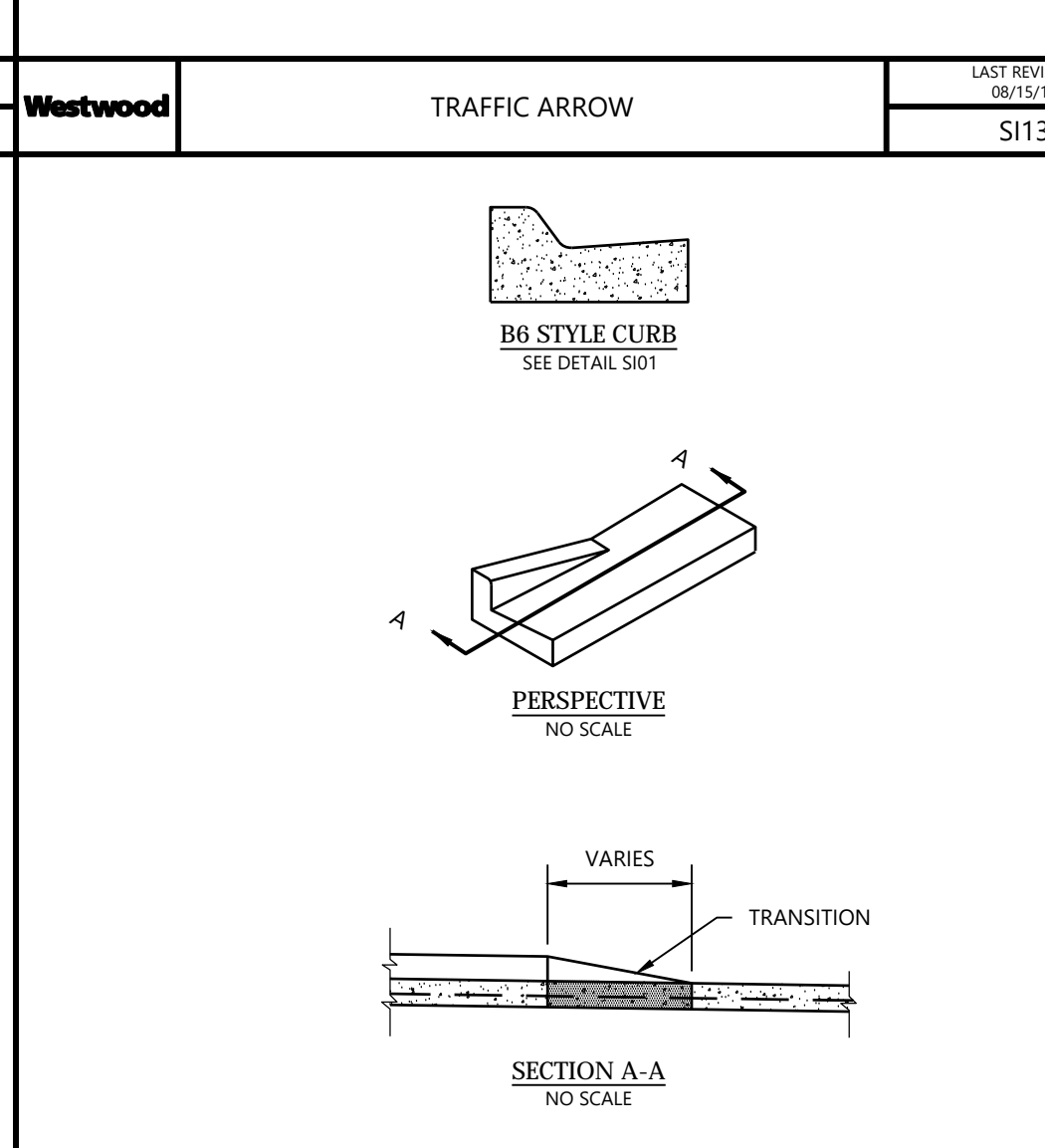
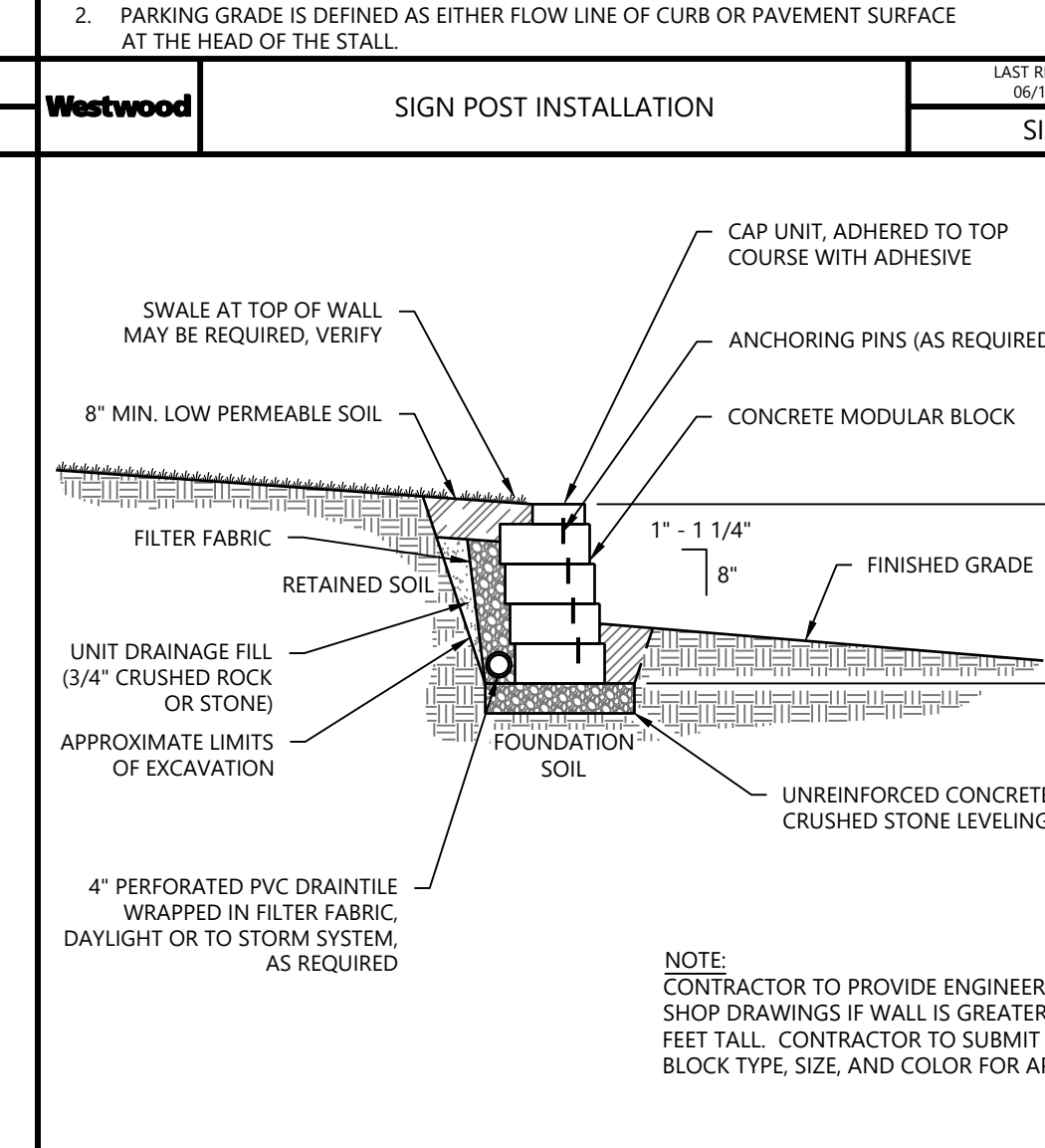
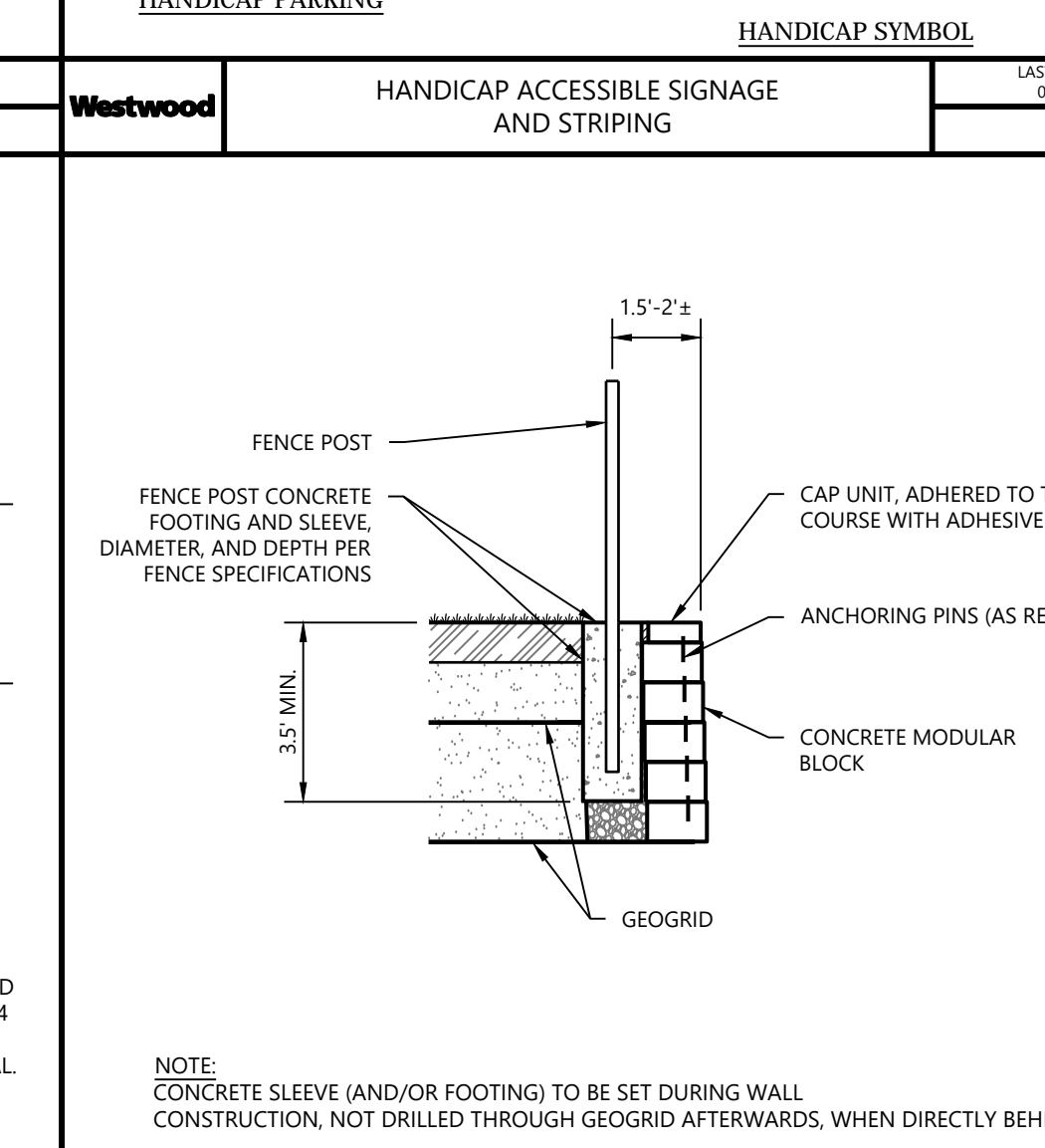
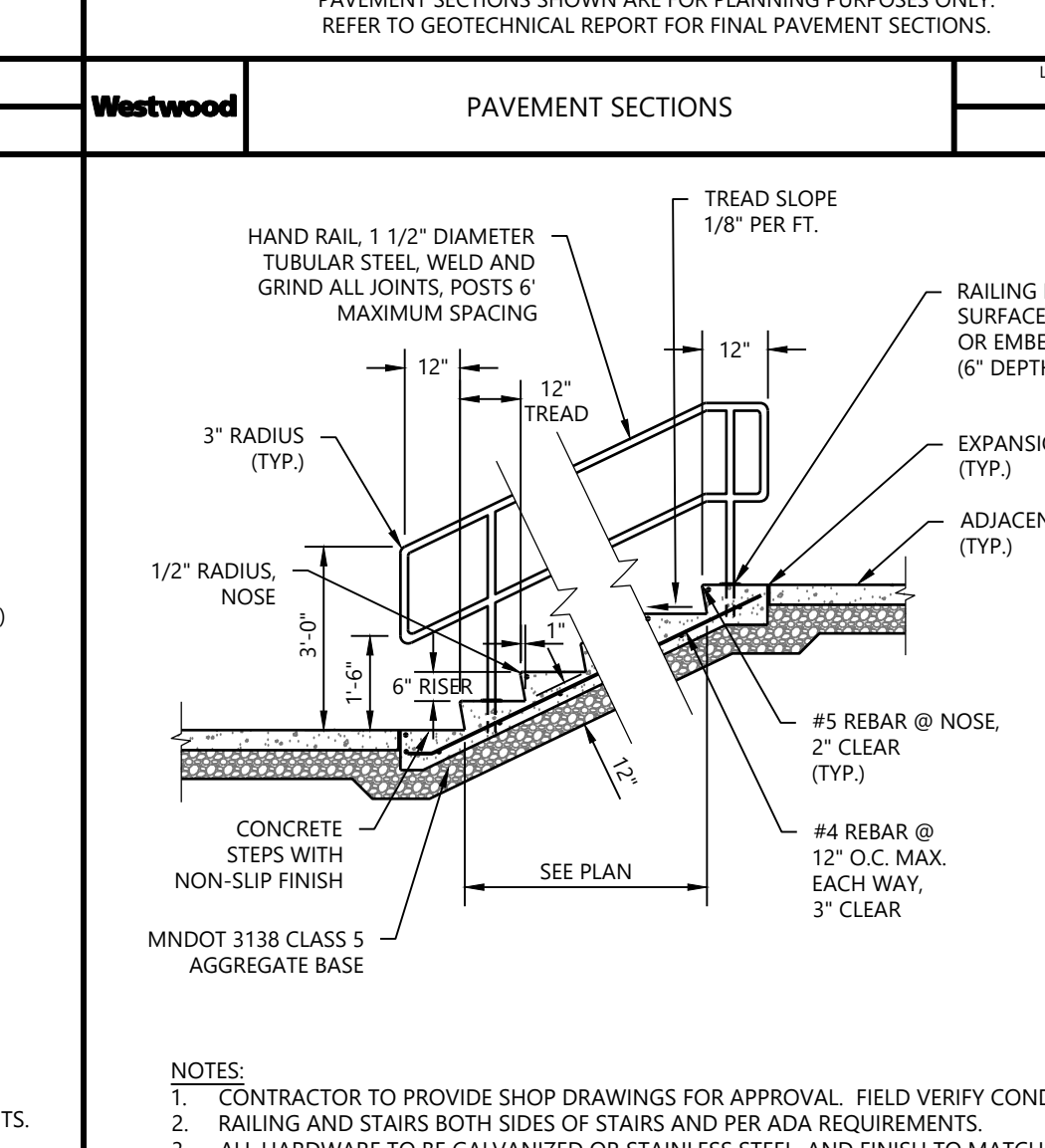
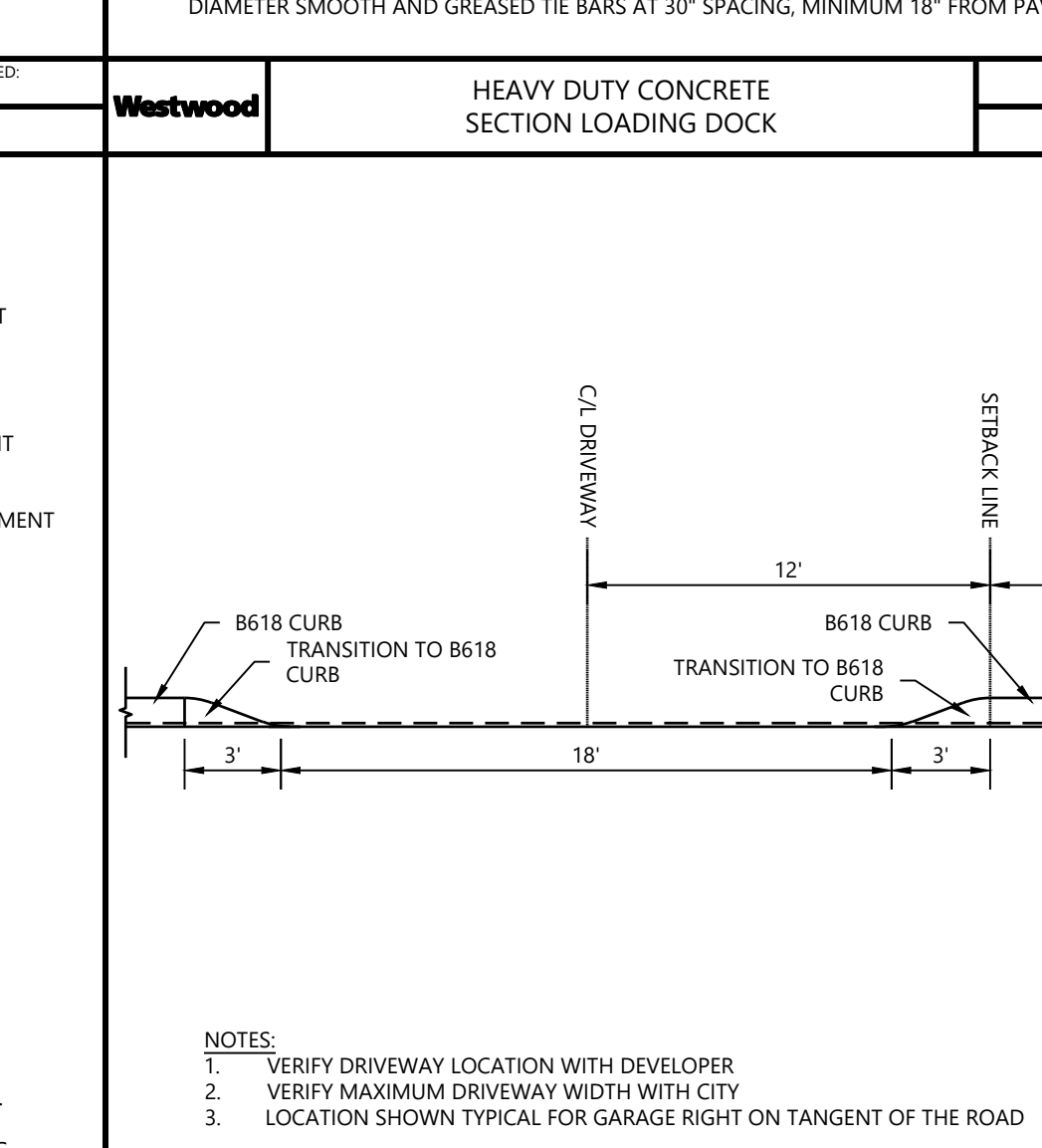
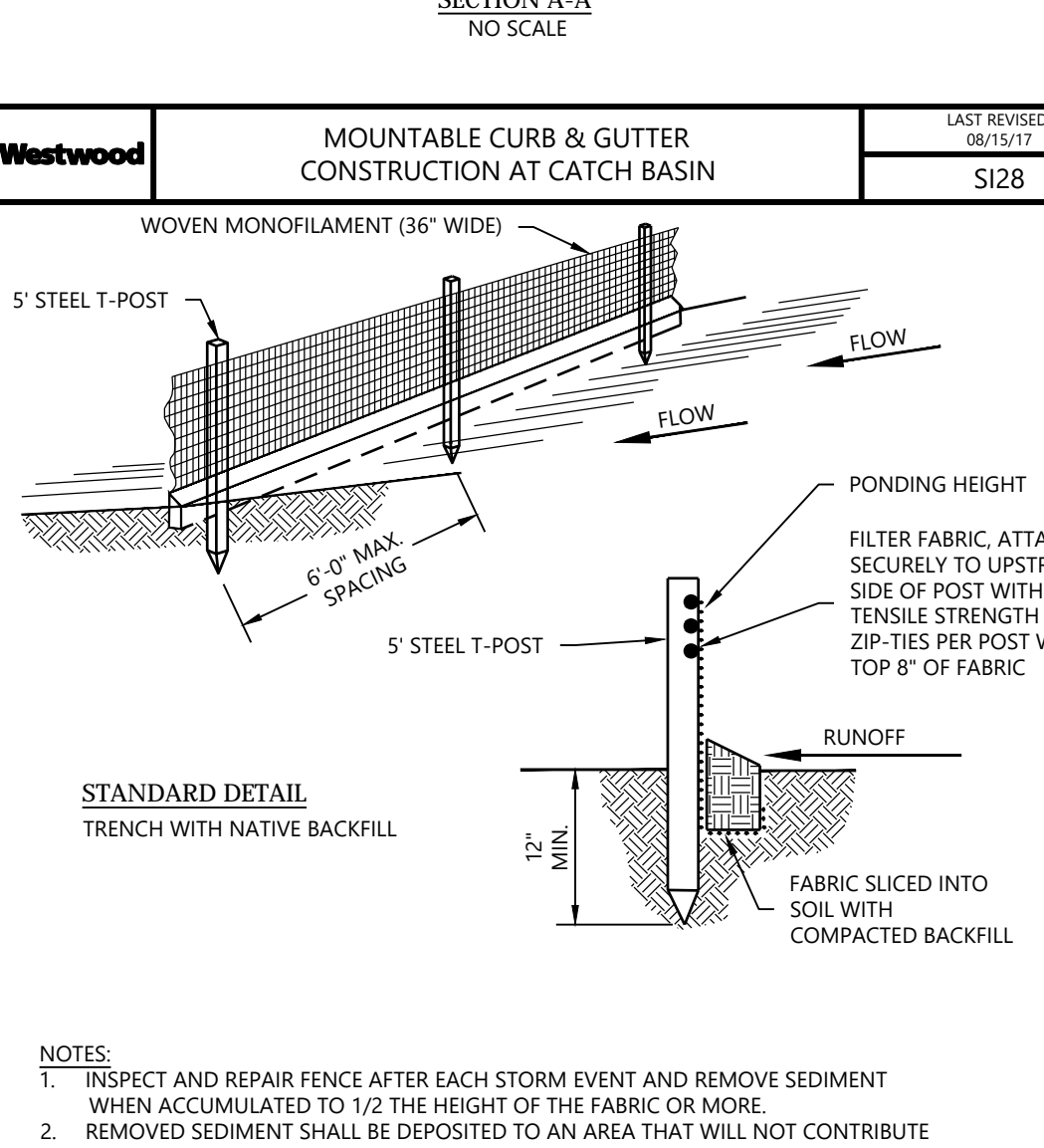
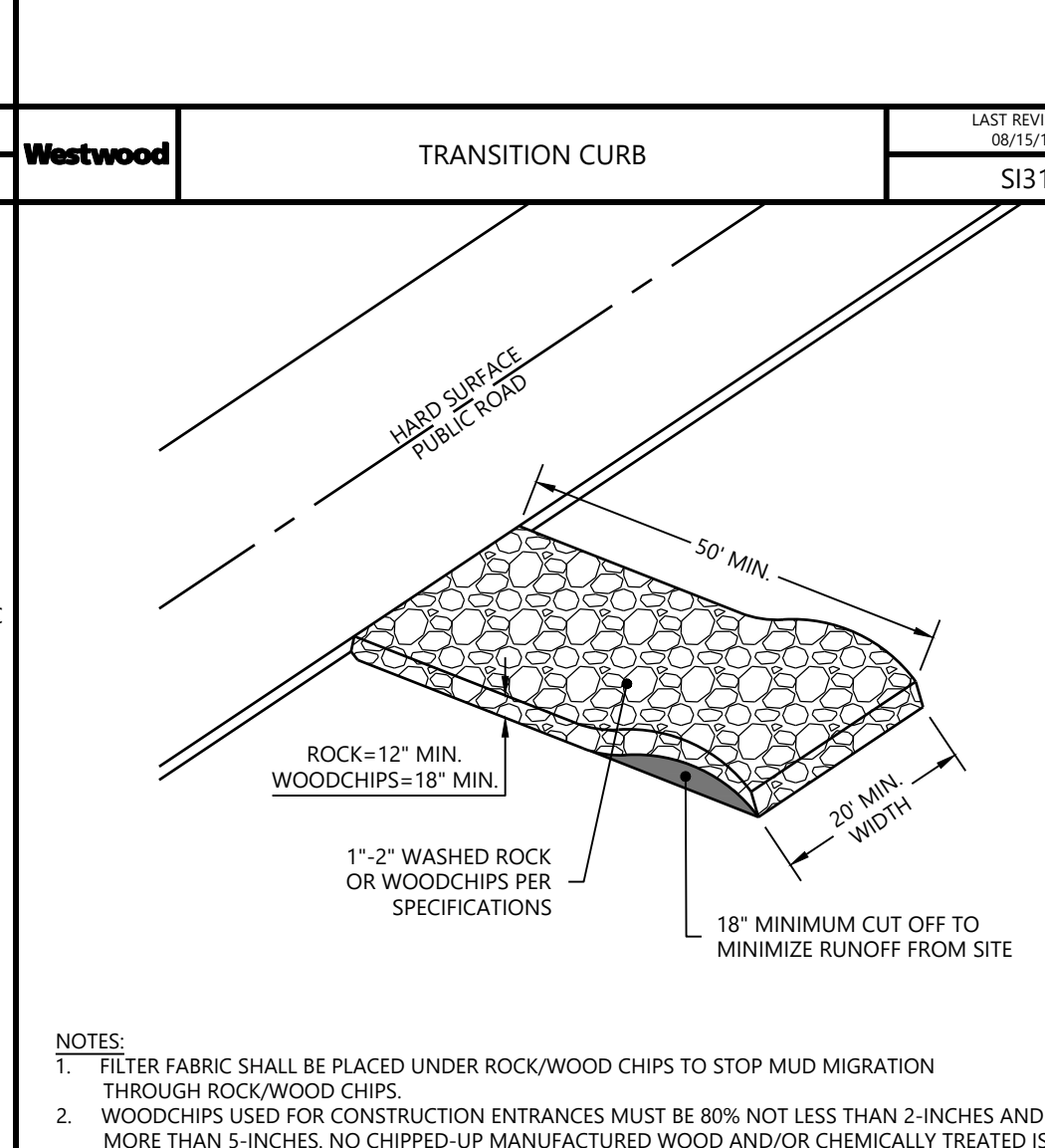
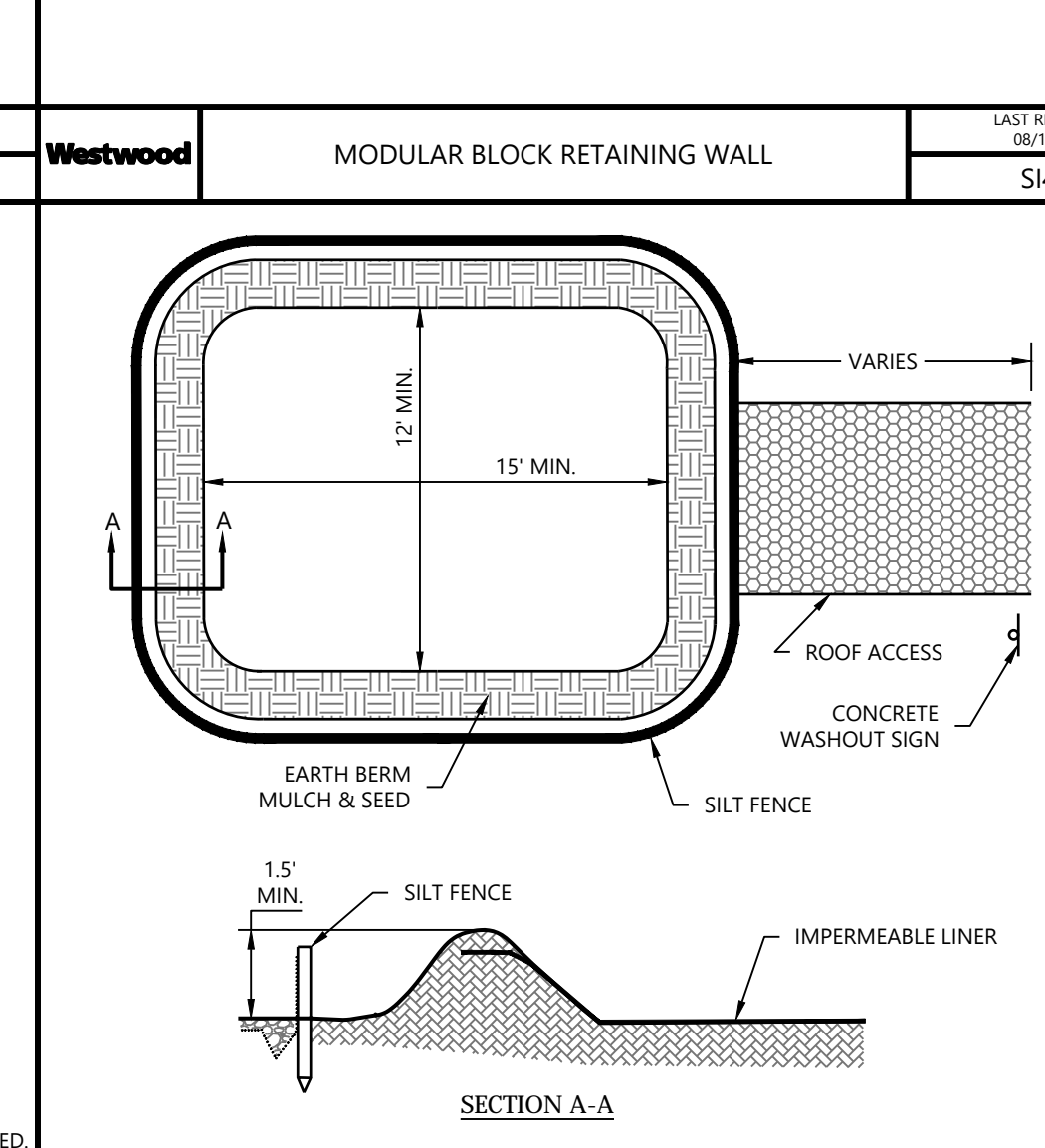
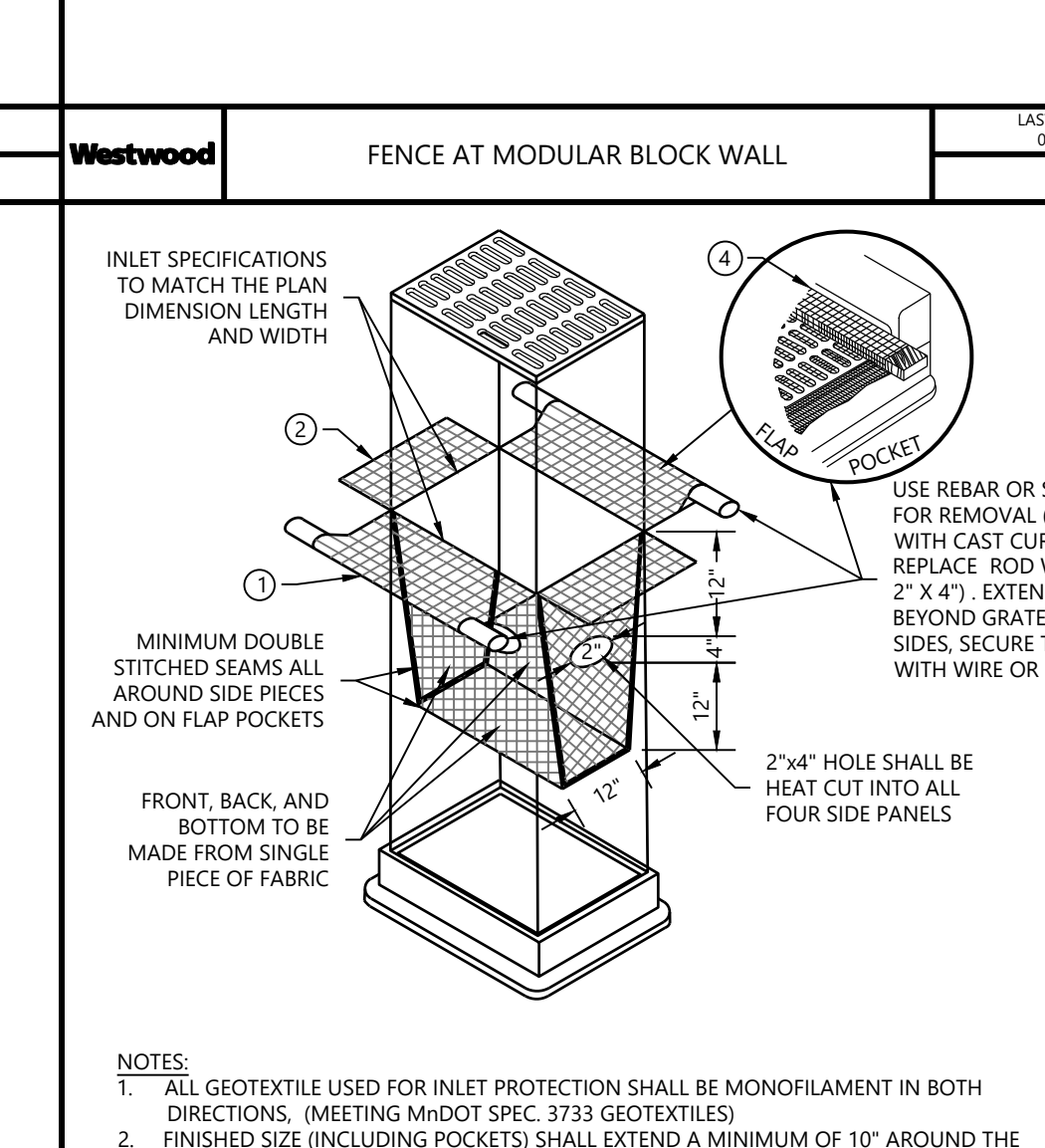
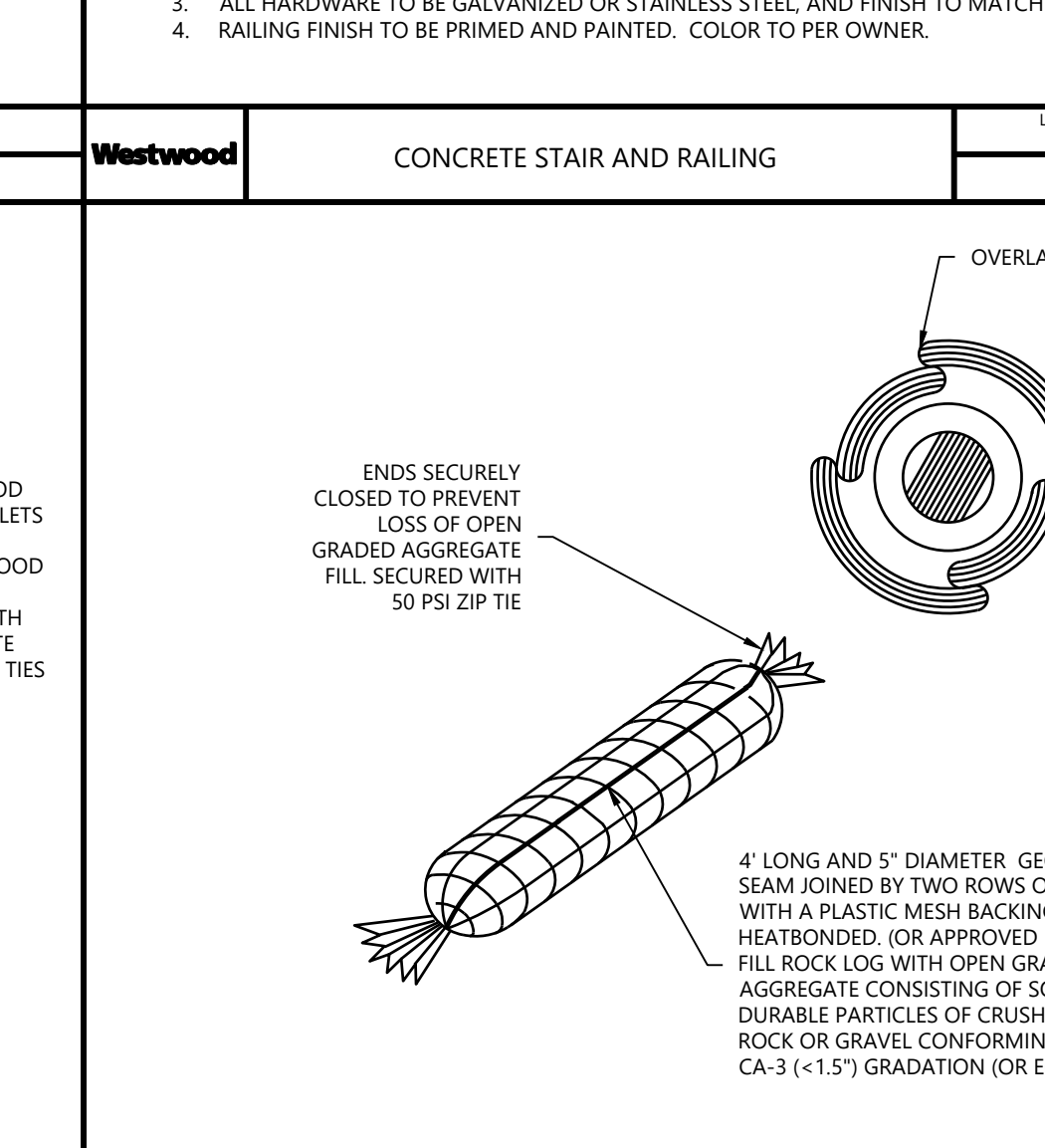
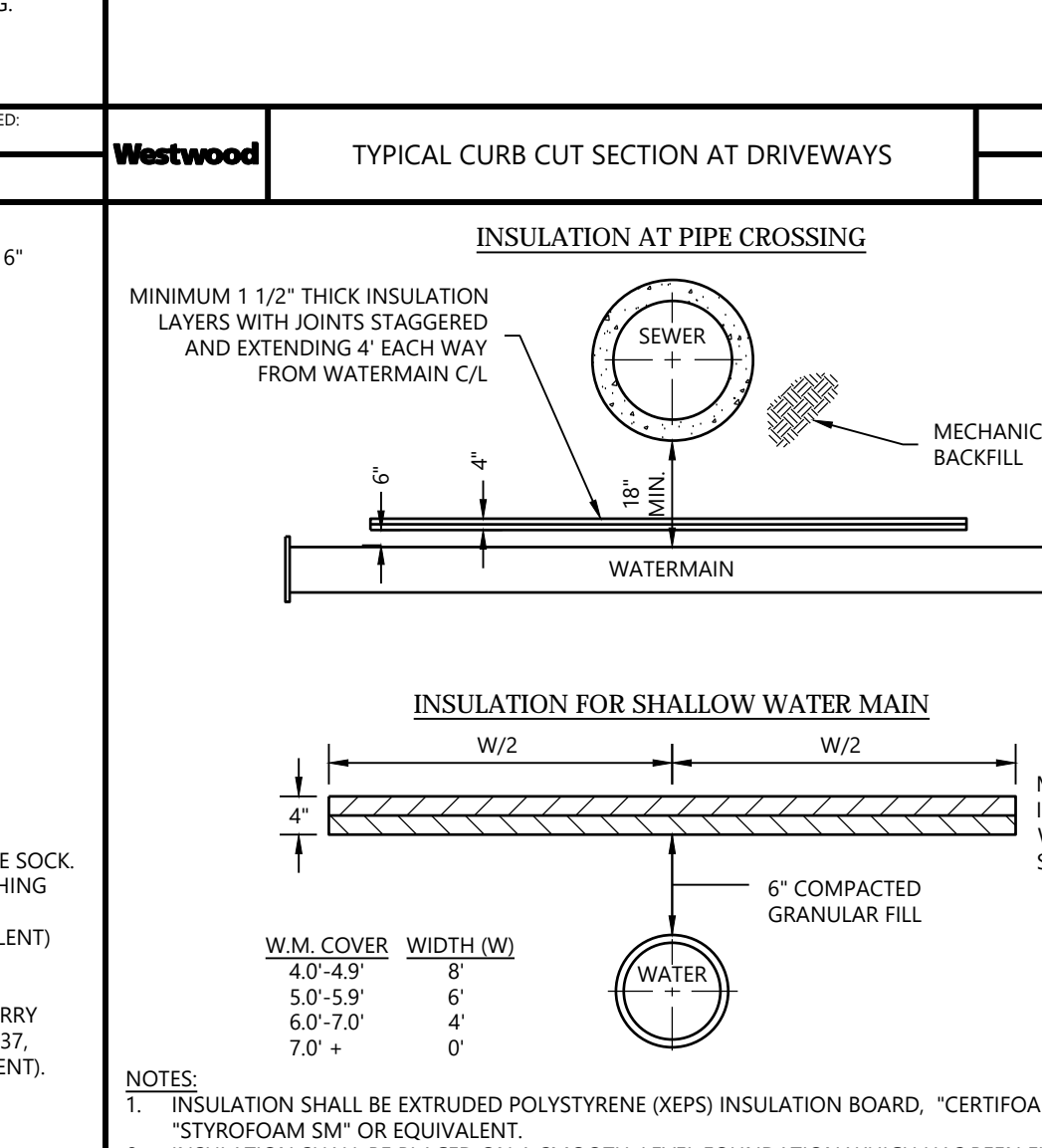
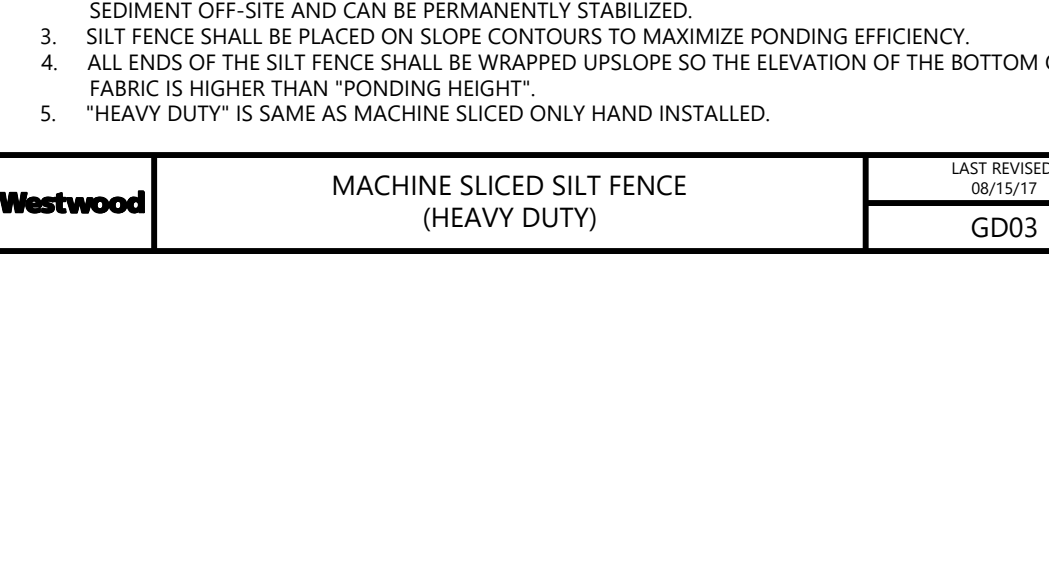
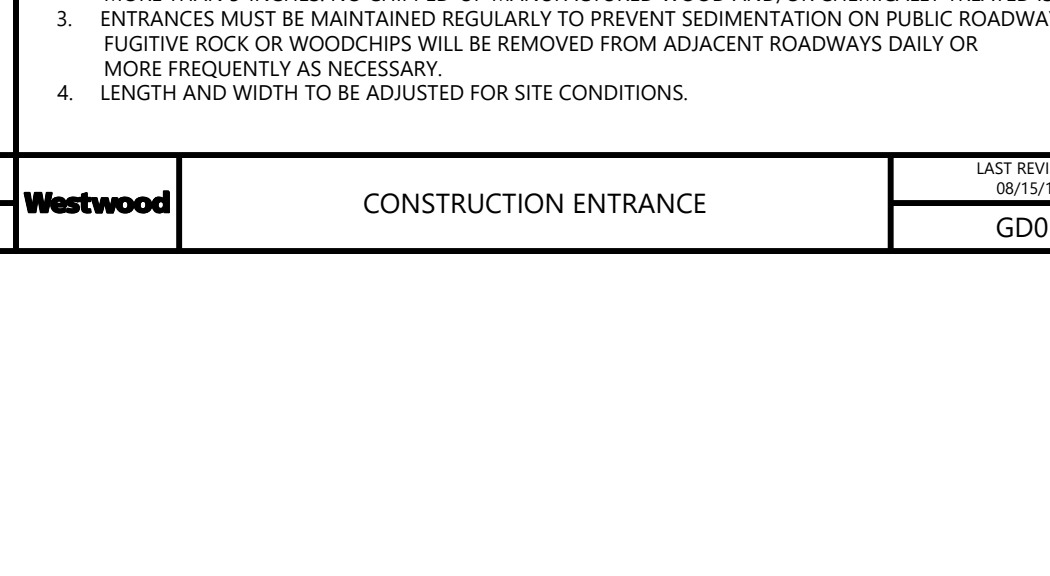
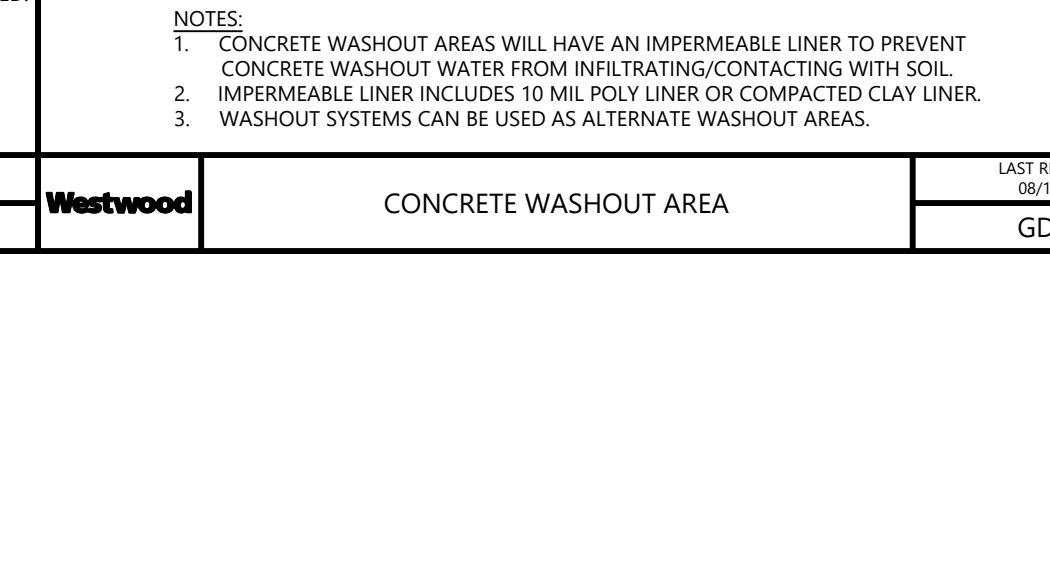
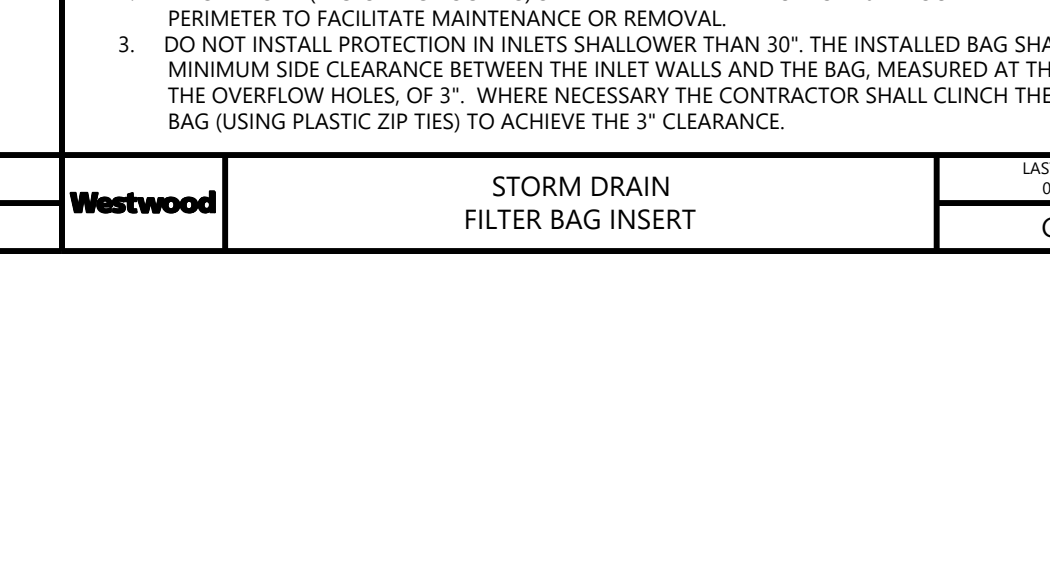
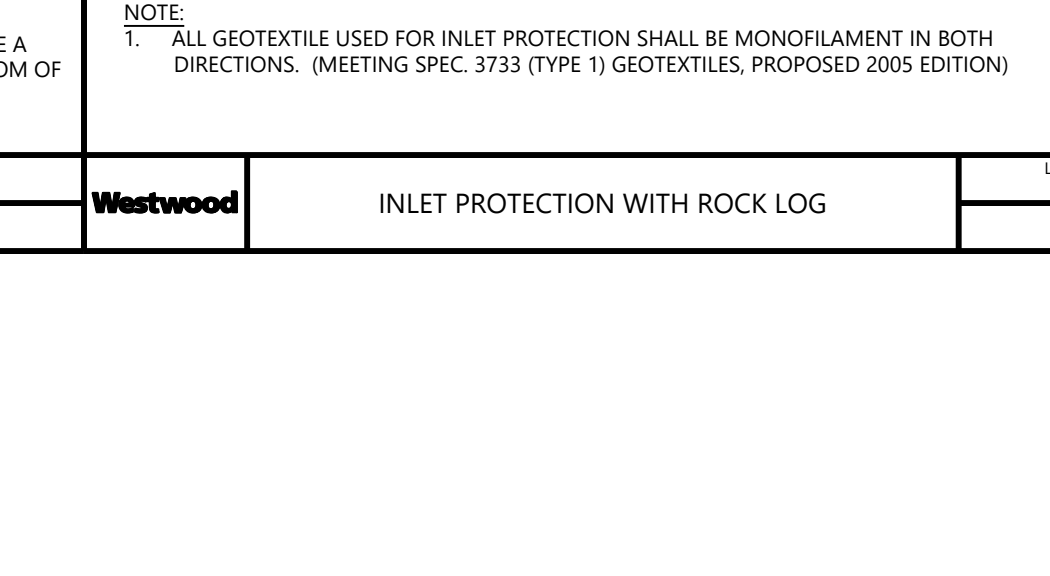
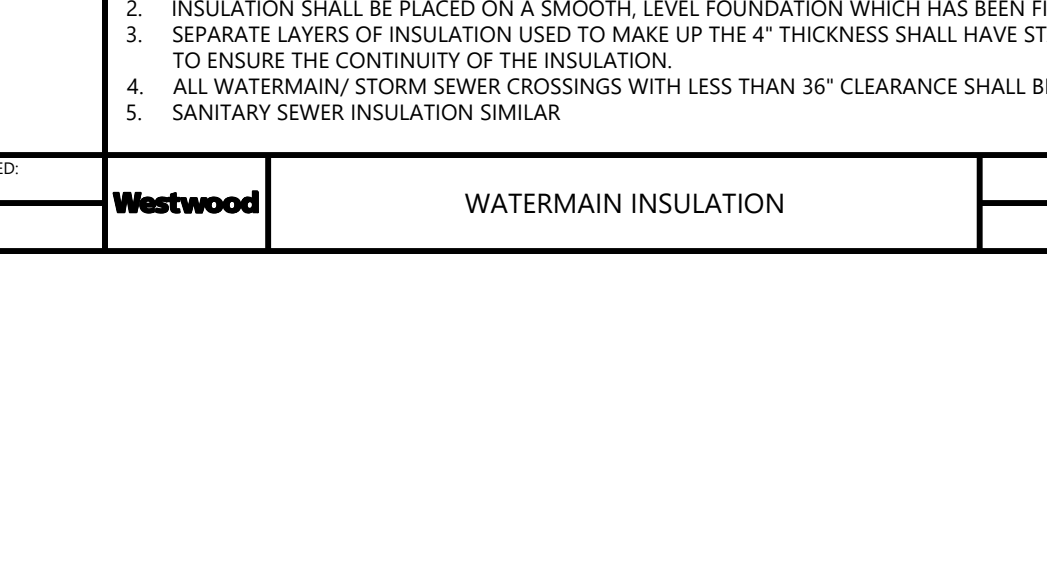
SHEET NUMBER:

C401

DATE: 05/13/2022

PROJECT NUMBER: 0029211.10

N:\002921\1\DDWG\GVL\002921_1.DWG
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 <p>NOTES: 1. EXPANSION JOINT SPACING IS 100' 2. MIN. 3" C.L.S. UNDER C&G. 3. CURB SHALL BE PER MHDOT SPEC 2531</p>		 <p>NOTES: 1. ALL TRAFFIC FLOW ARROWS TO BE SOLID WHITE REFLECTIVE TRAFFIC PAINT AS PER DIMENSIONS ABOVE</p>		 <p>NOTES: 1. 1/2" PREFORMED JOINT FILLER MATERIAL- AASHTO M213 2. CONCRETE GUTTER SHALL BE PER MHDOT SPEC 2531</p>		 <p>NOTES: 1. 1/2" PREFORMED JOINT FILLER MATERIAL- AASHTO M213 2. CONCRETE GUTTER SHALL BE PER MHDOT SPEC 2531</p>		 <p>NOTES: 1. PROVIDE A RELATIVELY FLAT MINIMUM 4% LANDING BEHIND THE PEDESTRIAN RAMP. 2% MAXIMUM CROSS SLOPE BOTH DIRECTIONS. 2. CURB RAMP AREA TO BE CONCRETE AND MEET LATEST ADA REQUIREMENTS. RAMP CROSS SLOPE 2% MAXIMUM BACK TO BACK PEDESTRIAN RAMPS SHALL HAVE MINIMUM 48" LANDING BETWEEN, OR PROVIDE AT GRADE CROSSING. 3. SIDE FLARE TO BE CONCRETE AND IMPLEMENTED WHERE ADJACENT TO PAVED AREAS. FLARED SLOPE TO BE 10% MAXIMUM. EXISTING CURB RAMP ALTERATIONS WITH NO LANDING SHALL BE 8.33% MAXIMUM. PROVIDE 10% MAXIMUM SLOPE UNLESS NOTED OTHERWISE. 4. ANY VERTICAL UP THAT OCCURS AT THE FLOW LINE MAY NOT BE GREATER THAN 1/4 INCH. 5. ADA REQUIRED DETECTABLE WARNING SURFACE (TRUNCATED CONES) SHALL BE 2' MIN. IN DIRECTION OF LANDING AT CURB AND SHALL EXTEND THE FULL WIDTH OF THE LANDING. AREA SHALL BE CONTRASTING COLOR TO THE ADJACENT WALKING SURFACE WITH A PREPARED CAST IRON TRUNCATED CONE INSERTS MEETING THE ADA DOME SIZE AND SPACING REQUIREMENTS.</p>		 <p>NOTES: 1. CONCRETE SHALL BE REINFORCED WITH WELDED WIRE FABRIC OR REINFORCED BARS TO ASSIST IN CONTROLLING CRACKING FROM DRYING SHRINKAGE AND THERMAL CHANGES. 2. SAWCUTS OR FORMED CONTROL JOINTS SHOULD BE INCLUDED FOR EACH 225 SQUARE FEET OF AREA OR LESS (15 FEET BY 15 FEET). CONTRACTOR SHALL PREPARE JOINTING PATTERN AND SUBMIT TO ENGINEER PRIOR TO CONSTRUCTION. 3. SAW CUTS SHOULD NOT CUT THROUGH THE WELDED WIRE FABRIC OR REINFORCING STEEL AND DOWELS SHOULD BE UTILIZED AT FORMED AND/OR COLD JOINTS. 4. DOWELS SHALL BE UTILIZED AT FORMED AND/OR COLD JOINTS. DOWELS SHALL BE 30" LONG 1/2" DIAMETER SMOOTH AND GREASED THE BARS AT 30" SPACING. MINIMUM 18" FROM PAVEMENT EDGE.</p>	
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 <p>NOTES: 1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN ACCUMULATED TO 1/2 THE HEIGHT OF THE FABRIC OR MORE. 2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED. 3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY. 4. ALL ENDS OF THE SILT FENCE SHALL BE WRAPPED UPSLOPE SO THE ELEVATION OF THE BOTTOM OF FABRIC IS HIGHER THAN "PONDING HEIGHT". 5. "HEAVY DUTY" IS SAME AS MACHINE SUECED ONLY HAND INSTALLED.</p>		 <p>NOTES: 1. FILTER FABRIC SHALL BE PLACED UNDER ROCK/WOOD CHIPS TO STOP MUD MIGRATION THROUGH ROCK/WOOD CHIPS. 2. WOODCHIPS USED FOR CONSTRUCTION ENTRANCES MUST BE 80% NOT LESS THAN 2-INCHES AND NOT MORE THAN 5-INCHES. NO CHIPPED-UP MANUFACTURED WOOD AND/OR CHEMICALLY TREATED IS ALLOWED. 3. ENTRANCES MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION ON PUBLIC ROADWAYS. FUGITIVE ROCK OR WOODCHIPS WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY. 4. LENGTH AND WIDTH TO BE ADJUSTED FOR SITE CONDITIONS.</p>		 <p>NOTES: 1. CONCRETE WASHOUT AREAS WILL HAVE AN IMPERMEABLE LINER TO PREVENT CONCRETE WASHOUT WATER FROM INFILTRATING/CONTACTING WITH SOIL. 2. IMPERMEABLE LINER INCLUDES 10 MIL POLY LINER OR COMPACTED CLAY LINER. 3. WASHOUT SYSTEMS CAN BE USED AS ALTERNATE WASHOUT AREAS.</p>		 <p>NOTES: 1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS. (MEETING MHDOT SPEC. 3733 GEOTEXTILES) 2. FINISHED SIDE (INCLUDING POCKETS) SHALL EXTEND A MINIMUM OF 10' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL. 3. DO NOT INSTALL PROTECTION IN INLETS SHALLower THAN 30". THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG (USING PLASTIC ZIP TIES) TO ACHIEVE THE 3" CLEARANCE.</p>		 <p>NOTES: 1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS. (MEETING SPEC. 3733 (TYPE I) GEOTEXTILES, PROPOSED 2005 EDITION)</p>		 <p>NOTES: 1. INSULATION SHALL BE EXTRUDED POLYSTYRENE (XEPS) INSULATION BOARD, "CERTIFOAM SE" OR "STYROFOAM SM" OR EQUIVALENT. 2. INSULATION SHALL BE PLACED ON A SMOOTH LEVEL FOUNDATION WHICH HAS BEEN FIRMLY COMPACTED. 3. SEPARATE LAYERS OF INSULATION USED TO MAKE UP THE 4" THICKNESS SHALL HAVE STAGGERED JOINTS TO ENSURE THE CONTINUITY OF THE INSULATION. 4. ALL WATERMAIN/STORM SEWER CROSSINGS WITH LESS THAN 36" CLEARANCE SHALL BE INSULATED. 5. SANITARY SEWER INSULATION SIMILAR.</p>	
 <p>NOTES: 1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN ACCUMULATED TO 1/2 THE HEIGHT OF THE FABRIC OR MORE. 2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED. 3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY. 4. ALL ENDS OF THE SILT FENCE SHALL BE WRAPPED UPSLOPE SO THE ELEVATION OF THE BOTTOM OF FABRIC IS HIGHER THAN "PONDING HEIGHT". 5. "HEAVY DUTY" IS SAME AS MACHINE SUECED ONLY HAND INSTALLED.</p>		 <p>NOTES: 1. FILTER FABRIC SHALL BE PLACED UNDER ROCK/WOOD CHIPS TO STOP MUD MIGRATION THROUGH ROCK/WOOD CHIPS. 2. WOODCHIPS USED FOR CONSTRUCTION ENTRANCES MUST BE 80% NOT LESS THAN 2-INCHES AND NOT MORE THAN 5-INCHES. NO CHIPPED-UP MANUFACTURED WOOD AND/OR CHEMICALLY TREATED IS ALLOWED. 3. ENTRANCES MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION ON PUBLIC ROADWAYS. FUGITIVE ROCK OR WOODCHIPS WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY. 4. LENGTH AND WIDTH TO BE ADJUSTED FOR SITE CONDITIONS.</p>		 <p>NOTES: 1. CONCRETE WASHOUT AREAS WILL HAVE AN IMPERMEABLE LINER TO PREVENT CONCRETE WASHOUT WATER FROM INFILTRATING/CONTACTING WITH SOIL. 2. IMPERMEABLE LINER INCLUDES 10 MIL POLY LINER OR COMPACTED CLAY LINER. 3. WASHOUT SYSTEMS CAN BE USED AS ALTERNATE WASHOUT AREAS.</p>		 <p>NOTES: 1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS. (MEETING SPEC. 3733 (TYPE I) GEOTEXTILES, PROPOSED 2005 EDITION)</p>		 <p>NOTES: 1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS. (MEETING SPEC. 3733 (TYPE I) GEOTEXTILES, PROPOSED 2005 EDITION)</p>		 <p>NOTES: 1. INSULATION SHALL BE EXTRUDED POLYSTYRENE (XEPS) INSULATION BOARD, "CERTIFOAM SE" OR "STYROFOAM SM" OR EQUIVALENT. 2. INSULATION SHALL BE PLACED ON A SMOOTH LEVEL FOUNDATION WHICH HAS BEEN FIRMLY COMPACTED. 3. SEPARATE LAYERS OF INSULATION USED TO MAKE UP THE 4" THICKNESS SHALL HAVE STAGGERED JOINTS TO ENSURE THE CONTINUITY OF THE INSULATION. 4. ALL WATERMAIN/STORM SEWER CROSSINGS WITH LESS THAN 36" CLEARANCE SHALL BE INSULATED. 5. SANITARY SEWER INSULATION SIMILAR.</p>	

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CHECKED: 10/16/2021
DRAWN: 10/16/2021
SCALE: 1/8" = 1'-0"

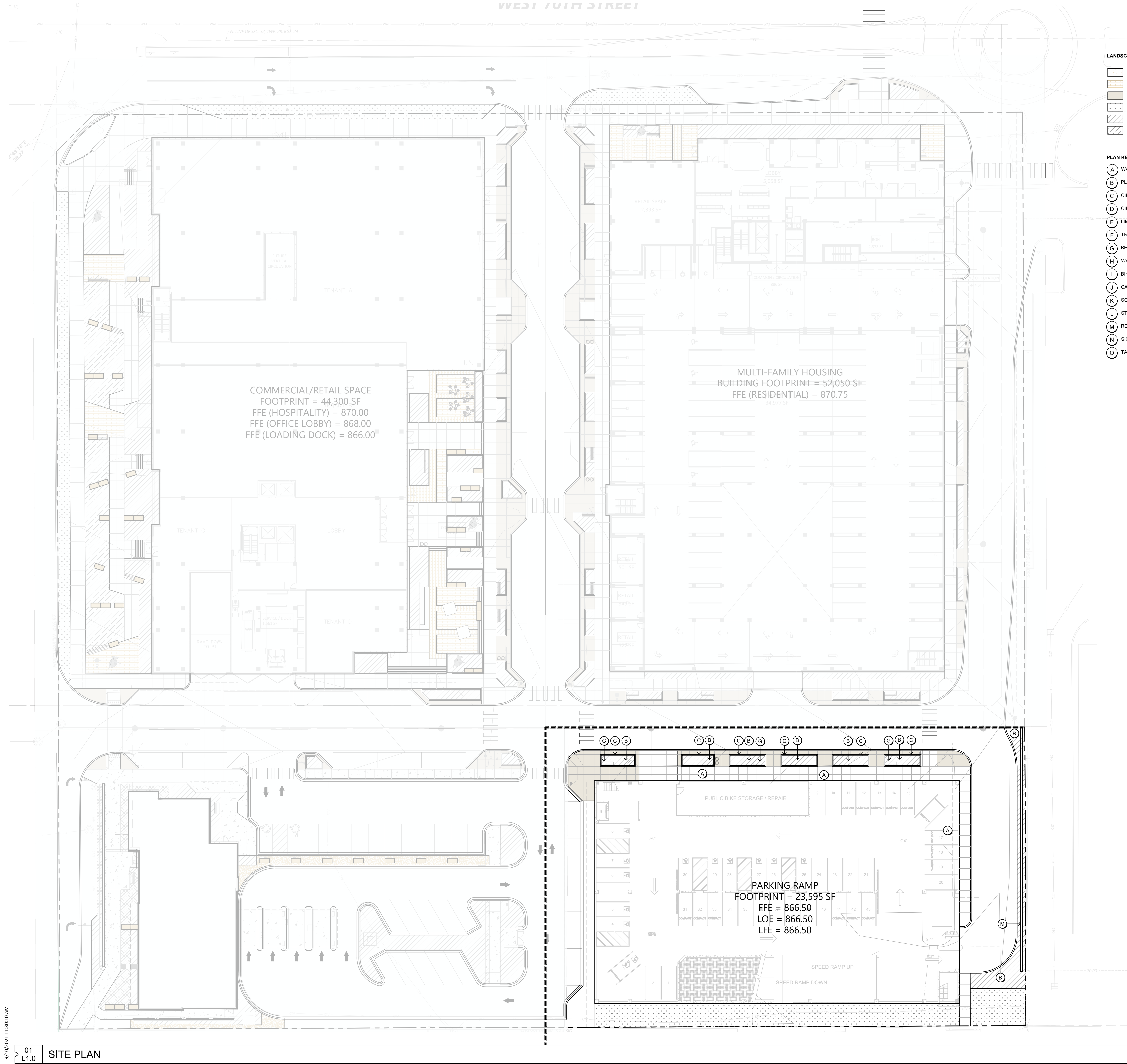
PREPARED FOR: ORION/MORTENSON
4530 WEST 77TH STREET SUITE 2365
EDINA, MN 55435

7001 FRANCE
EDINA, MN

Westwood
12701 Whitehaven Drive, Suite 8200
Minneapolis, MN 55433
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DETAILS

SHEET NUMBER: C501
DATE: 05/13/2022
PROJECT NUMBER: 0029211.10



LANDSCAPE SITE PLAN HATCH LEGEND:

- CONCRETE PAVING
- DECORATIVE PAVING A
- DECORATIVE PAVING B
- TURF
- PLANT BED
- STORM FILTRATION FEATURE

PLAN KEYNOTES:

- WALK
- PLANTING BED
- CIP PLANT BED CURB
- CIP RETAINING WALL
- LIMESTONE FEATURES
- TREE GRATES
- BENCH FEATURES
- WASTE AND RECYCLING
- BIKE RACKS
- CANOPY/ PERGOLA FEATURE
- SCULPTURAL/ ART MOMENT
- STAIR W/HANDRAILS
- RETAINING WALL
- SIGNAGE
- TABLE AND CHAIRS

7001 Parking Facility (Site C)

7001 France Avenue South, Edina, MN

CONFLUENCE

LANDSCAPE ARCHITECT
530 N THIRD ST, SUITE 120,
MINNEAPOLIS, MN 55102
PH: 612.339.3702 FAX: 515.288.8359
www.thinkconfluence.com

esg
ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

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report was prepared by me or under my direct
supervision and that I am a duly licensed architect
under the laws of the State of Minnesota

Signature

Typed or Printed Name

License # Date

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CONSTRUCTION

SITE PLAN REVIEW
5/13/2022

ORIGINAL ISSUE:

REVISIONS:
No. Description Date

220535
PROJECT NUMBER

JC TM
DRAWN BY CHECKED BY

KEY PLAN

7001 Parking Facility (Site C)
SITE C LANDSCAPE SITE PLAN

L1.0

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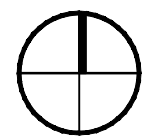
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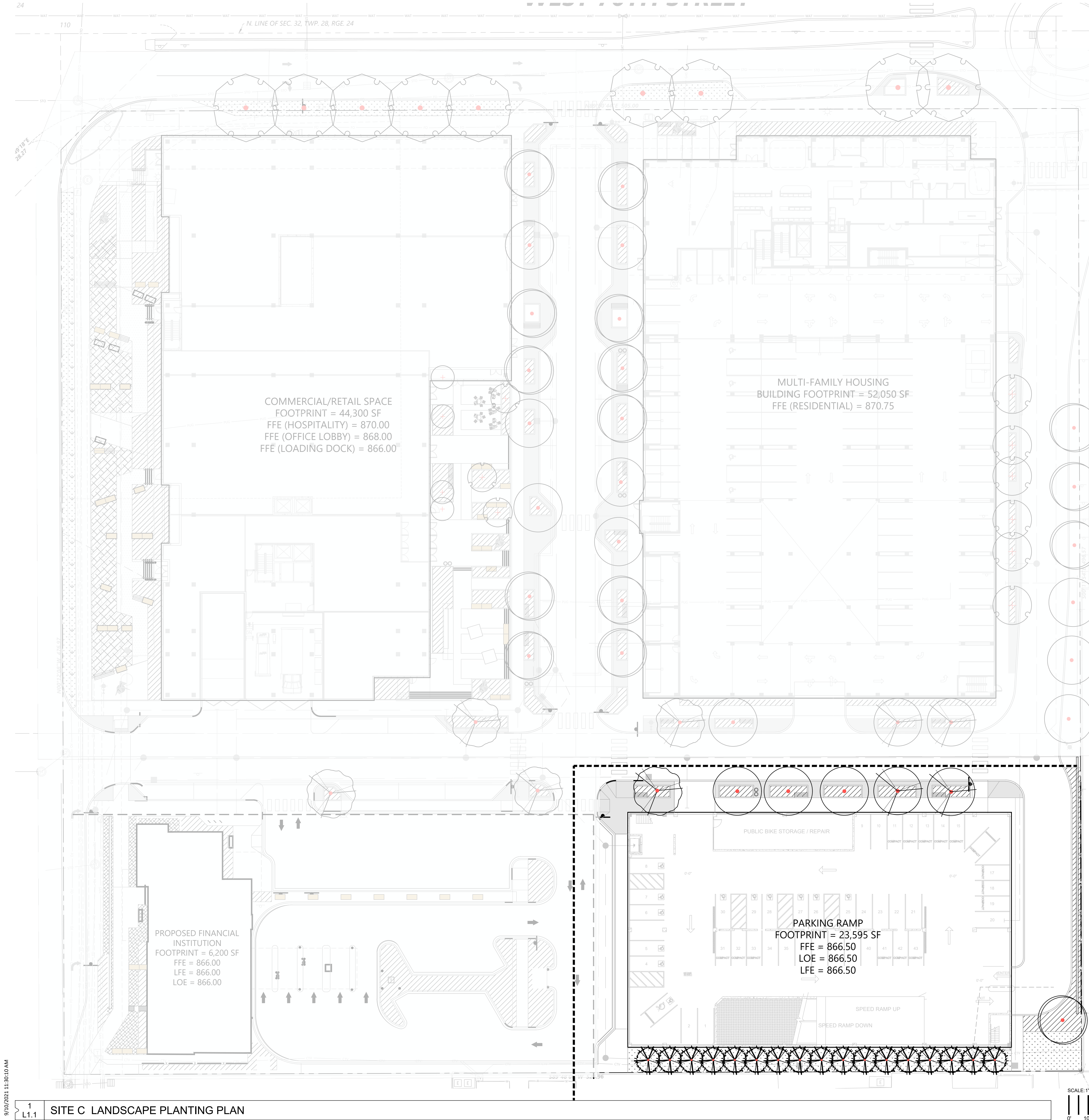
SITE PLAN

SCALE: 1"=20'

0' 10' 20'

40'





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Signature _____

Typed or Printed Name _____

License # _____ Date _____

UNDERSTORY PLANTING PALETTE

SHRUBS - DRIP IRRIGATION	
BUD'S YELLOW DOGWOOD / <i>Cornus sericea</i> 'Bailadeline' (PPAF)	#5 CONT.
ARCTIC FIRE DOGWOOD / <i>Cornus stolonifera</i> 'Farrow'	#5 CONT.
DWARF BUSH HONEYSUCKLE / <i>Diervilla lonicera</i>	#5 CONT.
GRO-LOW FRAGRANT SUMAC / <i>Rhus aromatica</i> 'Gro-Low'	#5 CONT.
PERENNIALS - DRIP IRRIGATION	
ORNAMENTAL ONION / <i>Allium</i> 'His Excellency'	#1 CONT.
KOREAN FEATHER REED GRASS / <i>Calamagrostis brachytricha</i>	#1 CONT.
PURPLE CONEFLOWER / <i>Echinacea purpurea</i>	#1 CONT.
SHENANDOAH SWITCH GRASS / <i>Panicum virgatum</i> 'Shenandoah'	#1 CONT.
PRAIRIE DROPSSEED / <i>Sporobolus heterolepis</i>	#1 CONT.
MAY NIGHT SALVIA / <i>Salvia nemerosa</i> 'May Night'	#1 CONT.
SCHIZACHYRIUM BLUE HEAVEN LITTLE BLUE STEM / <i>S. scarparium</i> 'Minnblue A'	#1 CONT.

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5/13/2022

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7001 Parking Facility (Site C)
SITE C LANDSCAPE PLANTING
PLAN

L1.1

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SITE PLAN REVIEW
5/13/2022

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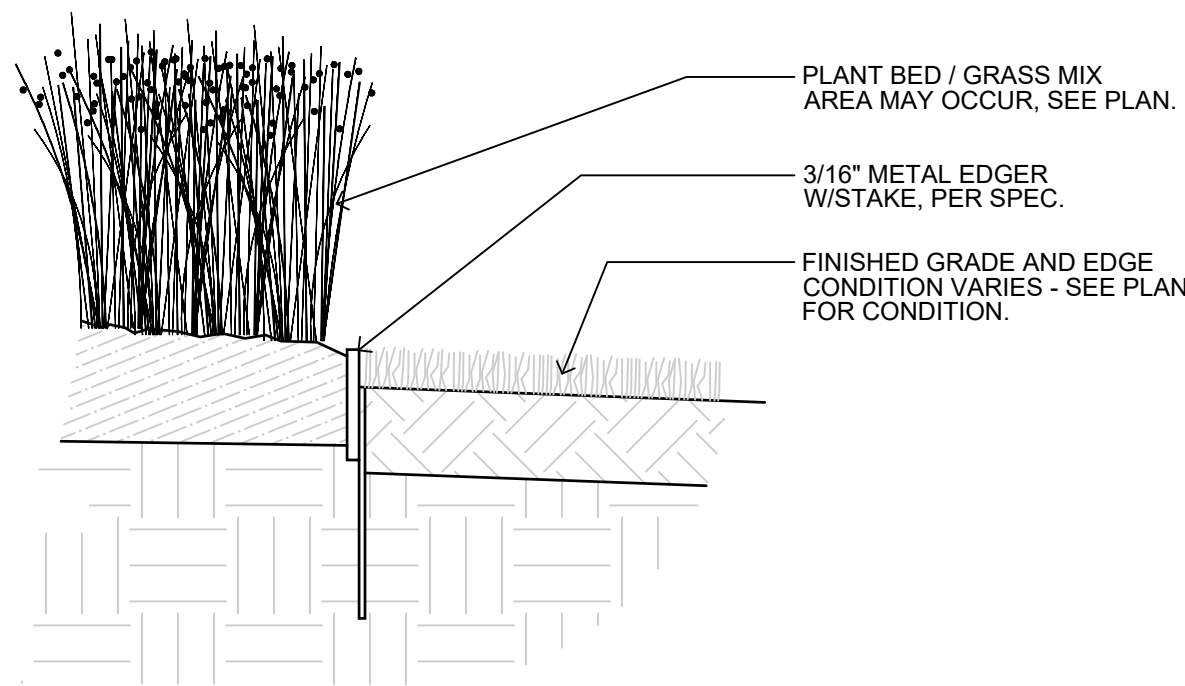
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220535
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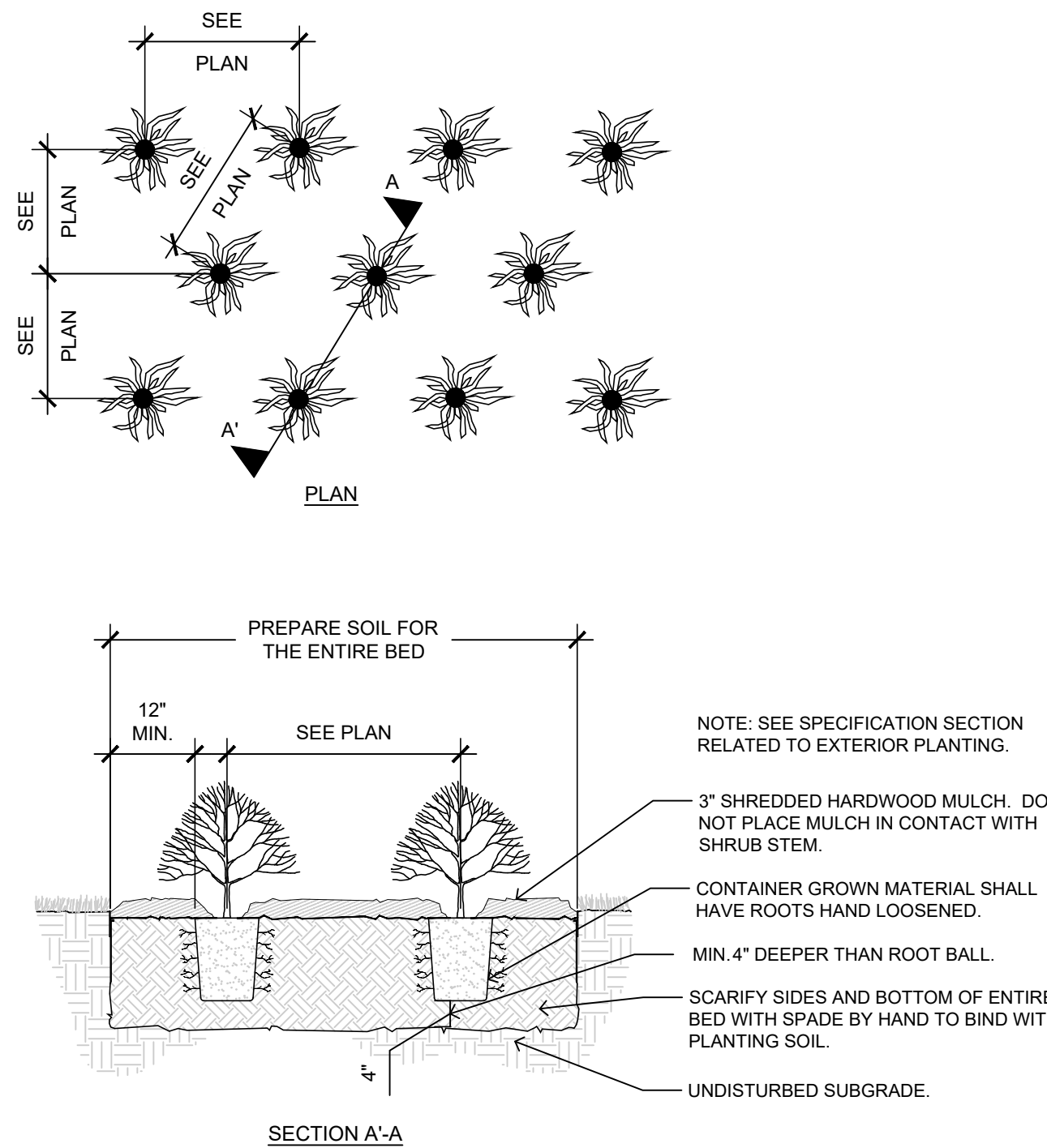
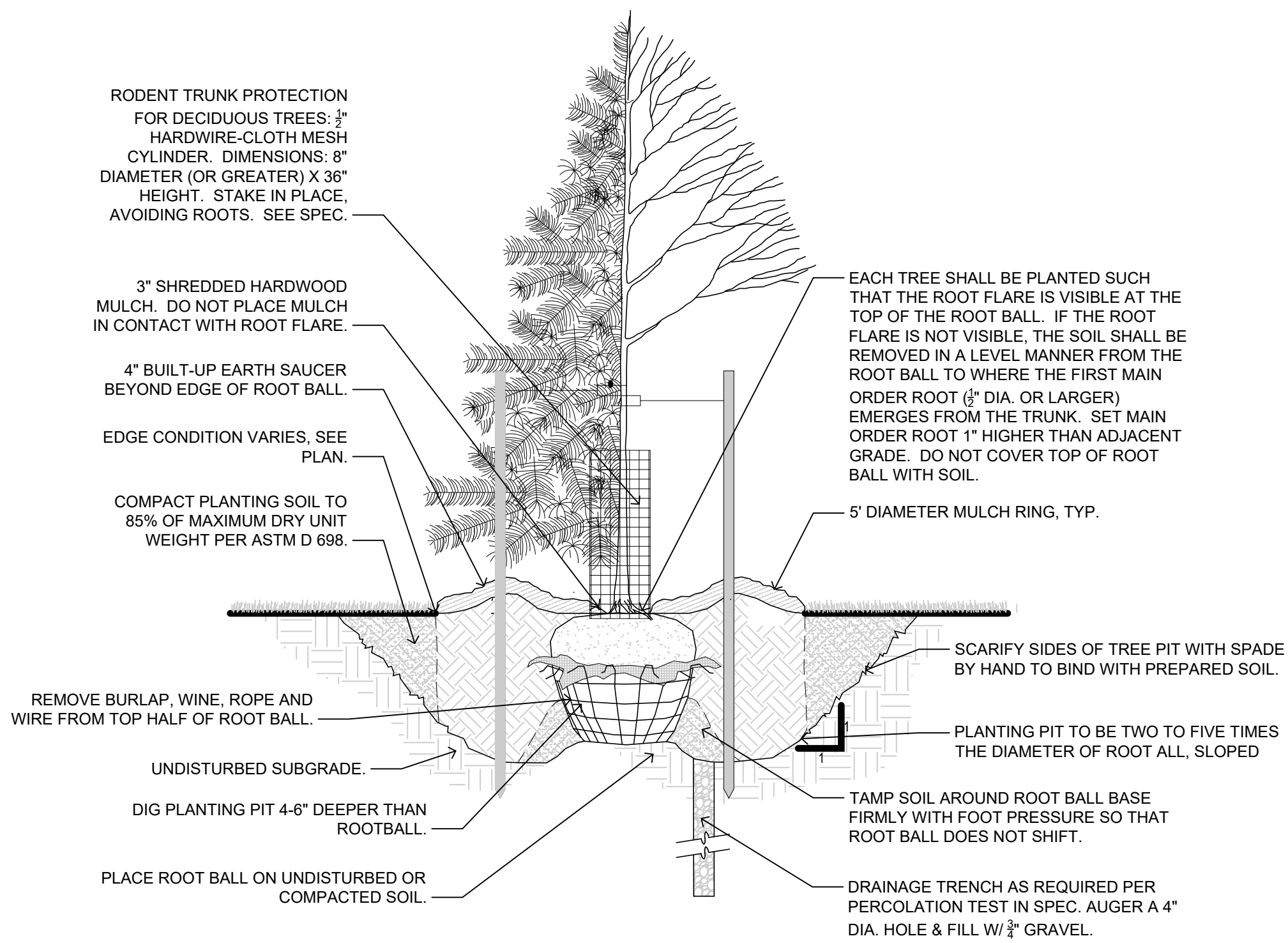
JC TM
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KEY PLAN

7001 Parking Facility (Site C)
SITE C LANDSCAPE DETAILS

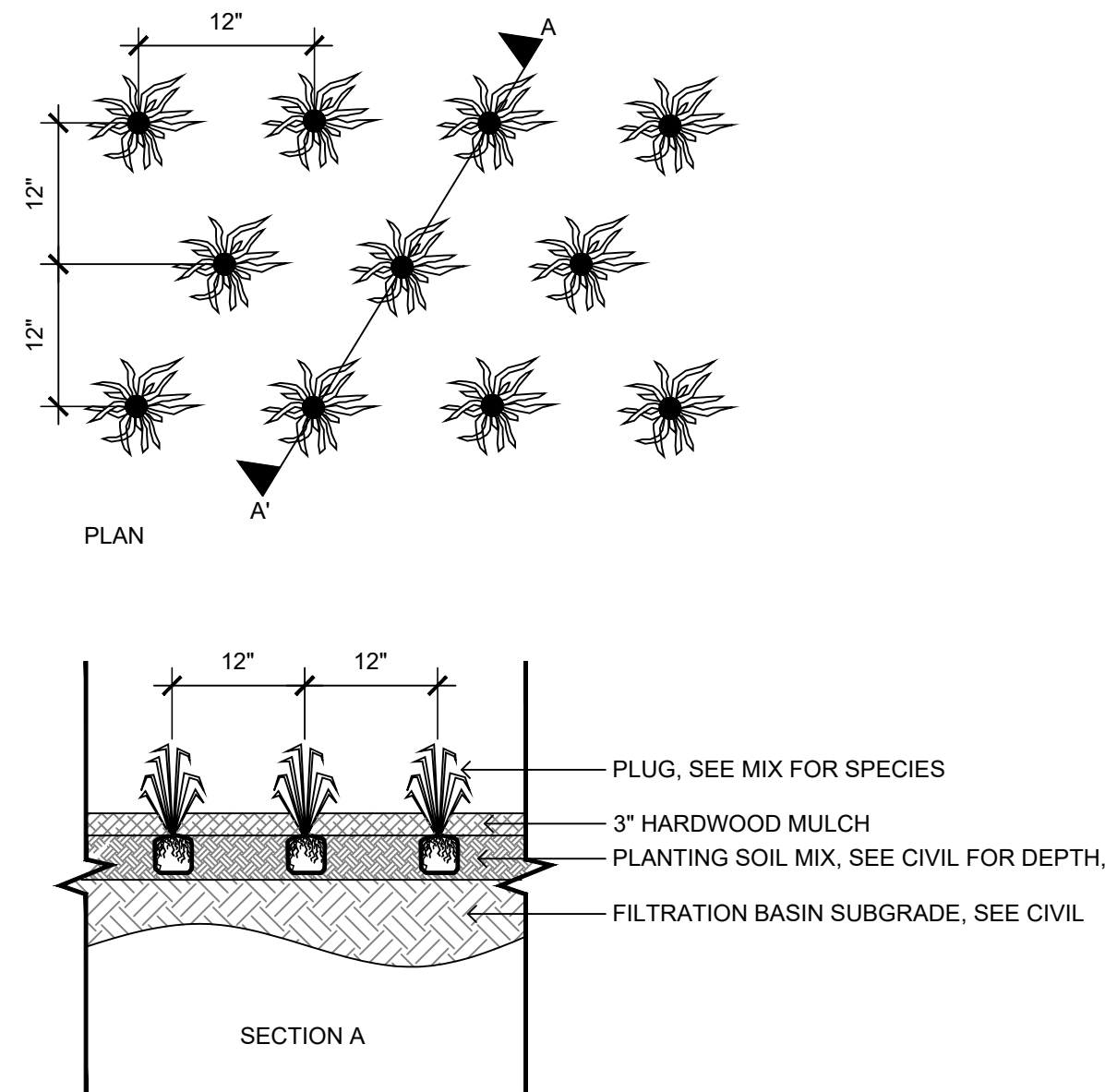
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04
L2.0 TURF @ PLANT BED 1-1/2" = 1'-0"



02
L2.0 PLANTING DETAIL, TYP. 1/2" = 1'-0"



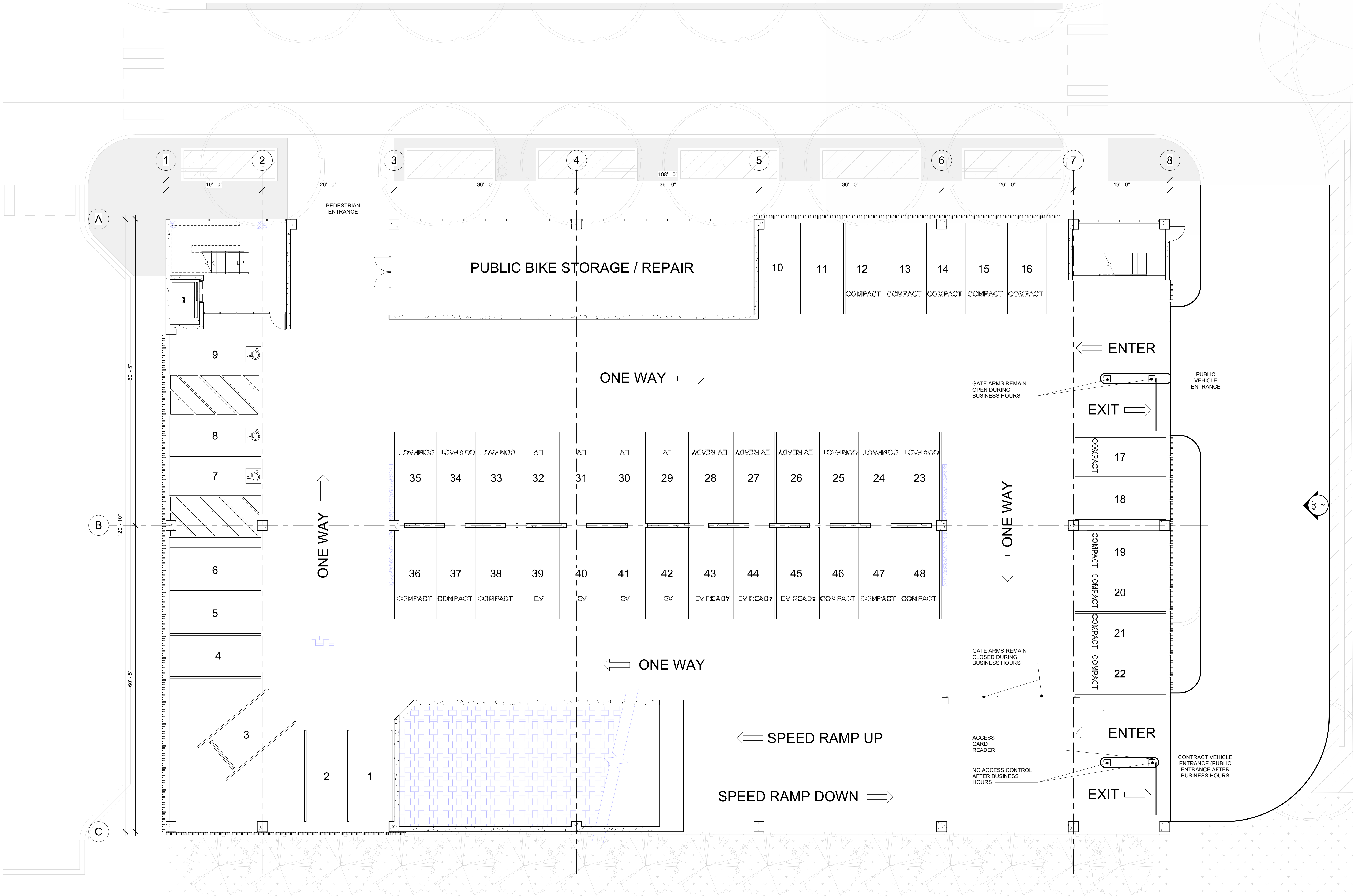
03
L2.0 STORM FEATURE PLUG LAYOUT 1/2" = 1'-0"

01
L2.0 TREE PLANTING DETAIL, TYP. 1/2" = 1'-0"

BUILDING METRIC SUMMARY

Floor	Total Stalls	Accessible Stalls	Compact Stalls	EV Stalls	EV Ready Stalls	Area
	8'6" x 18' Standard	HC Stalls	8'-0" x 18'	8'-0" x 18'	8'-0" x 18'	
1	48	3	22	8	6	23,948 SF
2	67	2	20	6	4	23,531 SF
3	80	2	26	4	11	23,531 SF
4	80	2	26	3	11	23,531 SF
5	80	2	26	3	11	23,531 SF
6	80	0	26	3	11	23,531 SF
7	80	0	26	0	0	23,531 SF
8	22	0	6	0	0	5,223 SF
Totals	537	11	178	27	54	170,357 SF
Required Accessible				11		
Required EV (5%)				27		
Required EV Ready (10%)				54		

NOTE: PARKING STRUCTURE IS COMPLIANT WITH 5% EV
PARKING PROVIDED AND 10% WIRED FOR FUTURE EV



REVISIONS	NO.	DATE	DESCRIPTION
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Signed:
Name:
License No.:

PRELIMINARY - NOT
FOR CONSTRUCTION

phase	SITE PLAN REVIEW
date	05/13/2022
PIC	MEB
drawn by	SA
project number	21-008
project name	

7001 PARKING
FACILITY (SITE C)

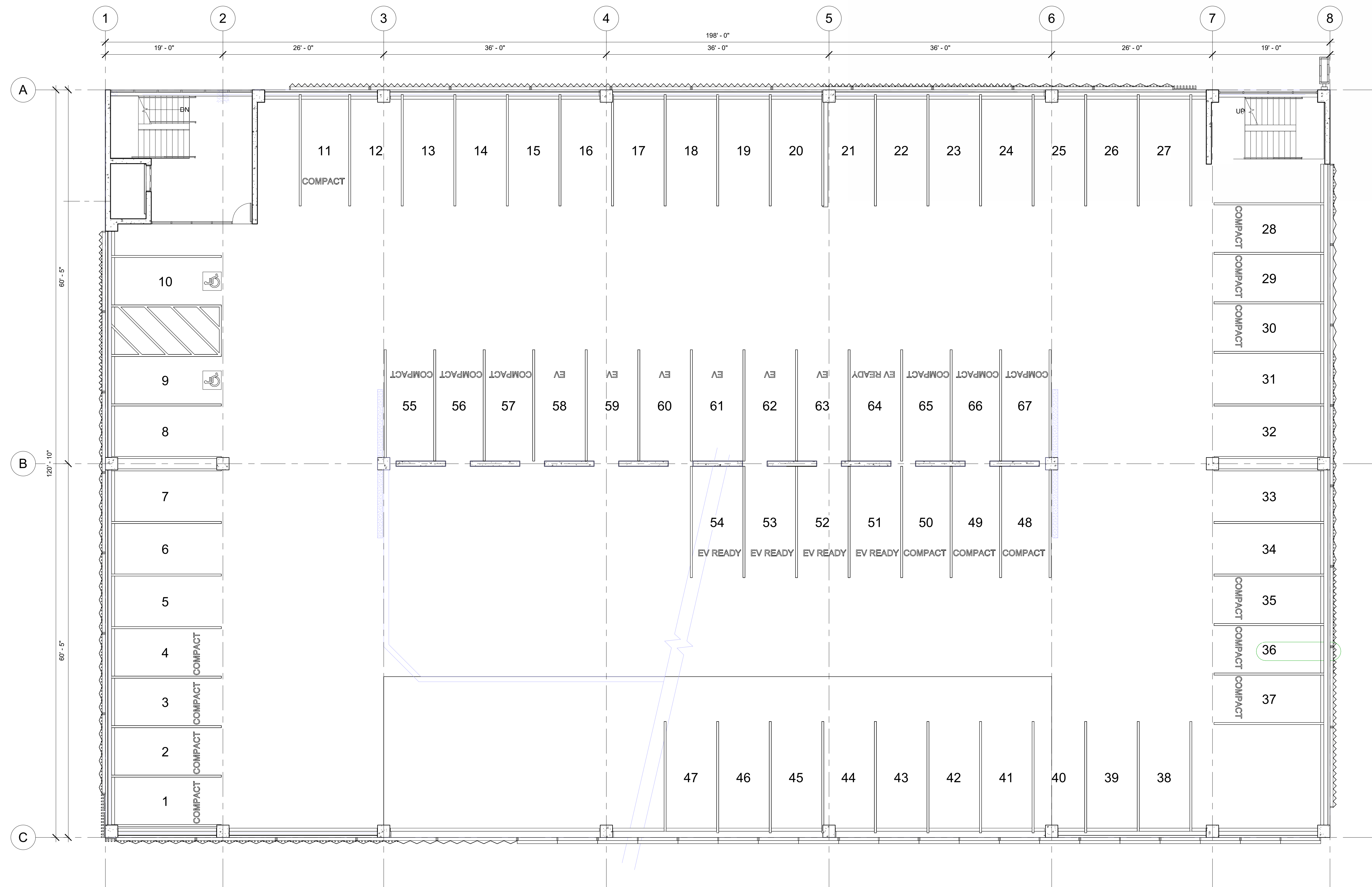
7001 France Avenue
South
Edina, MN 55435

sheet title
FLOOR PLANS - 1ST FLOOR

sheet number
A100

Autoback Docs://USB Parking Structure/21 008_USB Parking
Structure_mbergP&A.rvt

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1 LEVEL 2
1/8" = 1'-0"

BUILDING METRIC SUMMARY

Floor	Total Stalls	Accessible Stalls	Compact Stalls	EV Stalls	EV Ready Stalls	Area
	8'6" x 18' Standard	HC Stalls	8'-0" x 18'	8'-0" x 18'	8'-0" x 18'	
1	48	3	22	8	6	23,948 SF
2	67	2	20	6	4	23,531 SF
3	80	2	26	4	11	23,531 SF
4	80	2	26	3	11	23,531 SF
5	80	2	26	3	11	23,531 SF
6	80	0	26	3	11	23,531 SF
7	80	0	26	0	0	23,531 SF
8	22	0	6	0	0	5,223 SF
Totals	537	11	178	27	54	170,357 SF

Required Accessible 11
Required EV (5%) 27
Required EV Ready (10%) 54

NOTE: PARKING STRUCTURE IS COMPLIANT WITH 5% EV
PARKING PROVIDED AND 10% WIRED FOR FUTURE EV

consultants

REVISIONS
NO. DATE DESCRIPTION

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report was prepared by me or under my direct
supervision and that I am a duly Licensed
Architect under the laws of the state of
Minnesota

Signed:

Name:

License No.:

PRELIMINARY - NOT
FOR CONSTRUCTION

phase SITE PLAN REVIEW
date 05/13/2022
PIC MEB
drawn by SA
project number 21-008
project name

7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

sheet title
FLOOR PLANS - 2ND FLOOR

sheet number
A101

CLOW BERG
101 N. 3rd Street, Suite 100, Minneapolis, MN 55401 612-345-2559

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Phase	SITE PLAN REVIEW
Date	05/13/2022
IC	ME
Drawn by	S.
Project number	21-00
Project name	

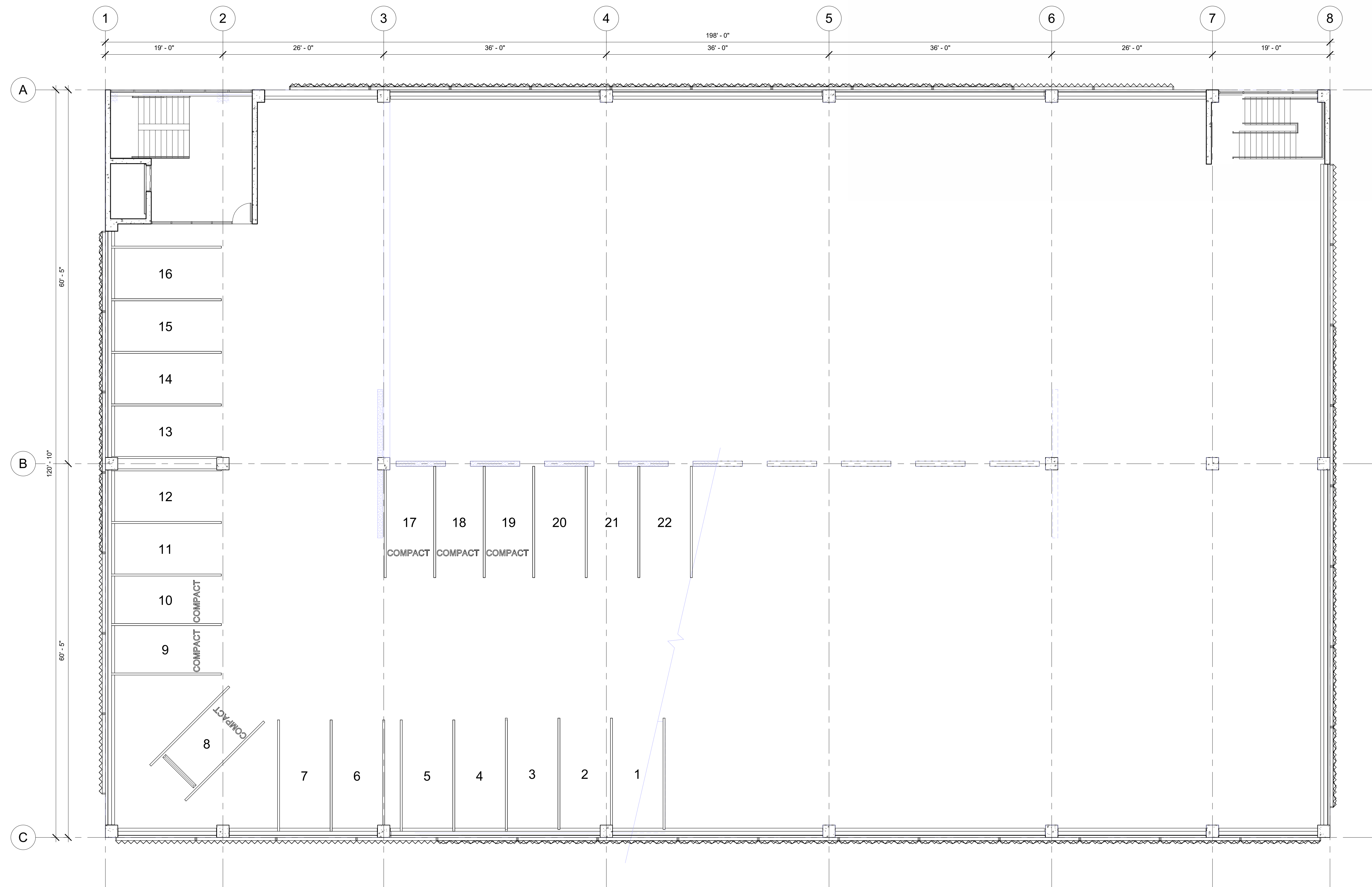
7001 France Avenue
South
Edina, MN 55435

est number

① LEVEL 3
1/8" = 1'-0"

Autoback Docs://US8 Parking Structure/21-008_US8 Parking
Structure_mbergP&A.rvt

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1 LEVEL 8
1/8" = 1'-0"

BUILDING METRIC SUMMARY

Floor	Total Stalls	Accessible Stalls	Compact Stalls	EV Stalls	EV Ready Stalls	Area
	8'6" x 18' Standard	HC Stalls	8'-0" x 18'	8'-0" x 18'	8'-0" x 18'	
1	48	3	22	8	6	23,948 SF
2	67	2	20	6	4	23,531 SF
3	80	2	26	4	11	23,531 SF
4	80	2	26	3	11	23,531 SF
5	80	2	26	3	11	23,531 SF
6	80	0	26	3	11	23,531 SF
7	80	0	26	0	0	23,531 SF
8	22	0	6	0	0	5,223 SF
Totals	537	11	178	27	54	170,357 SF

Required Accessible 11
Required EV (5%) 27
Required EV Ready (10%) 54

NOTE: PARKING STRUCTURE IS COMPLIANT WITH 5% EV
PARKING PROVIDED AND 10% WIRED FOR FUTURE EV

consultants

REVISIONS
NO. DATE DESCRIPTION

I hereby certify that this plan, specification, or
report was prepared by me or under my direct
supervision and that I am a duly Licensed
Architect under the laws of the state of
Minnesota

Signed:

Name:

License No.:

PRELIMINARY - NOT
FOR CONSTRUCTION

phase SITE PLAN REVIEW
date 05/13/2022
PIC MEB
drawn by SA
project number 21-008
project name

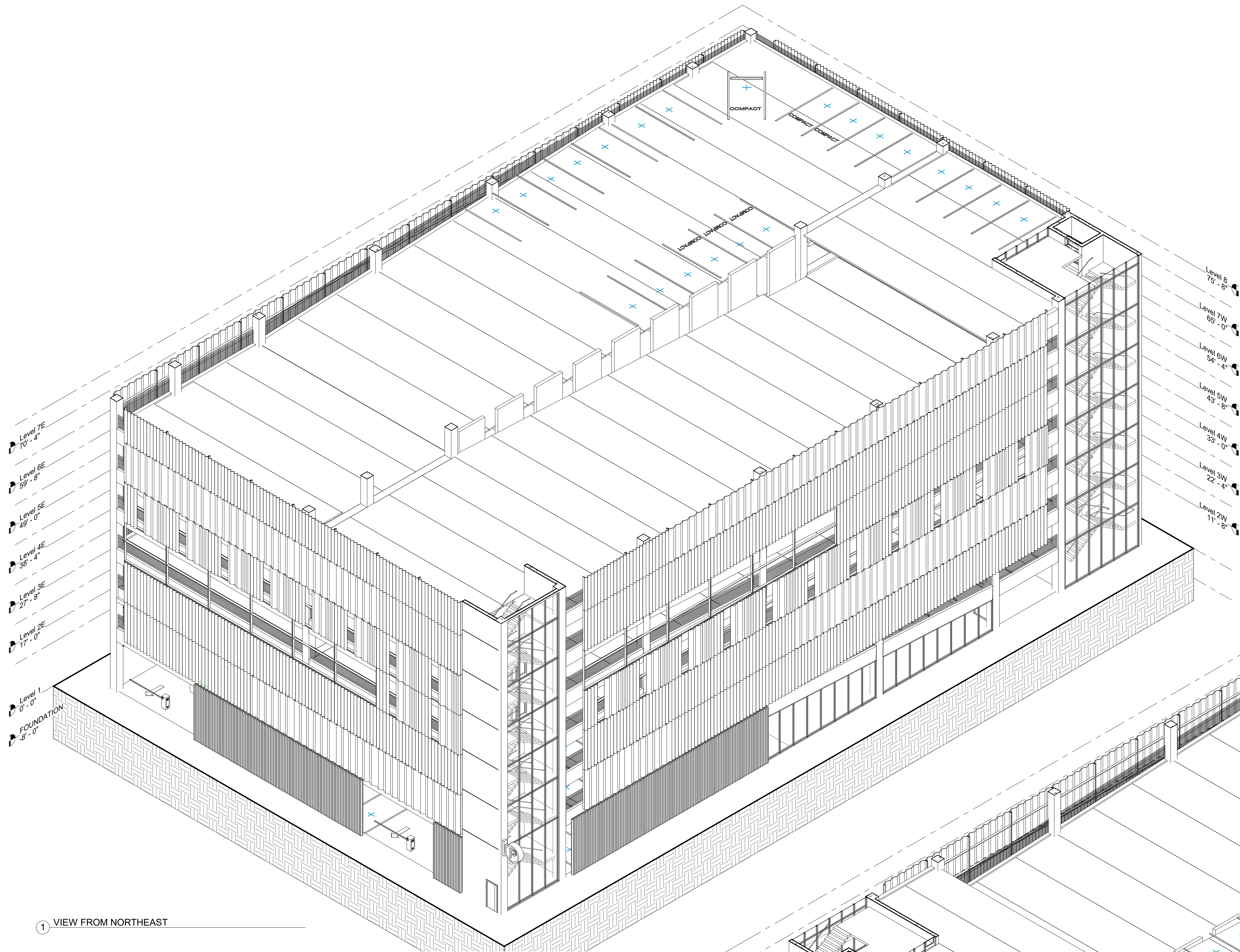
7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

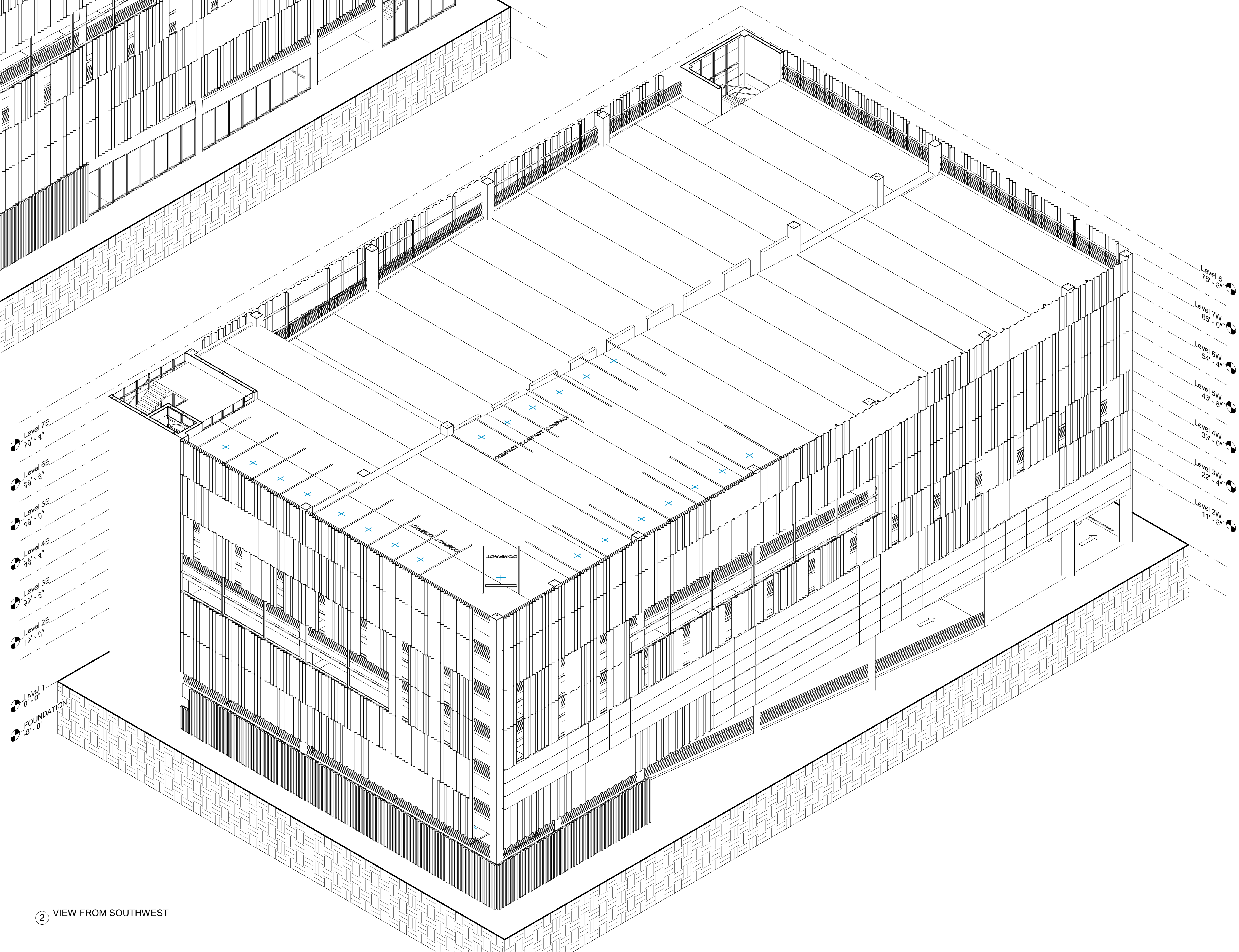
sheet title
FLOOR PLANS - 8TH FLOOR

sheet number

A103



1 VIEW FROM NORTHEAST



2 VIEW FROM SOUTHWEST

REVISIONS		
NO.	DATE	DESCRIPTION

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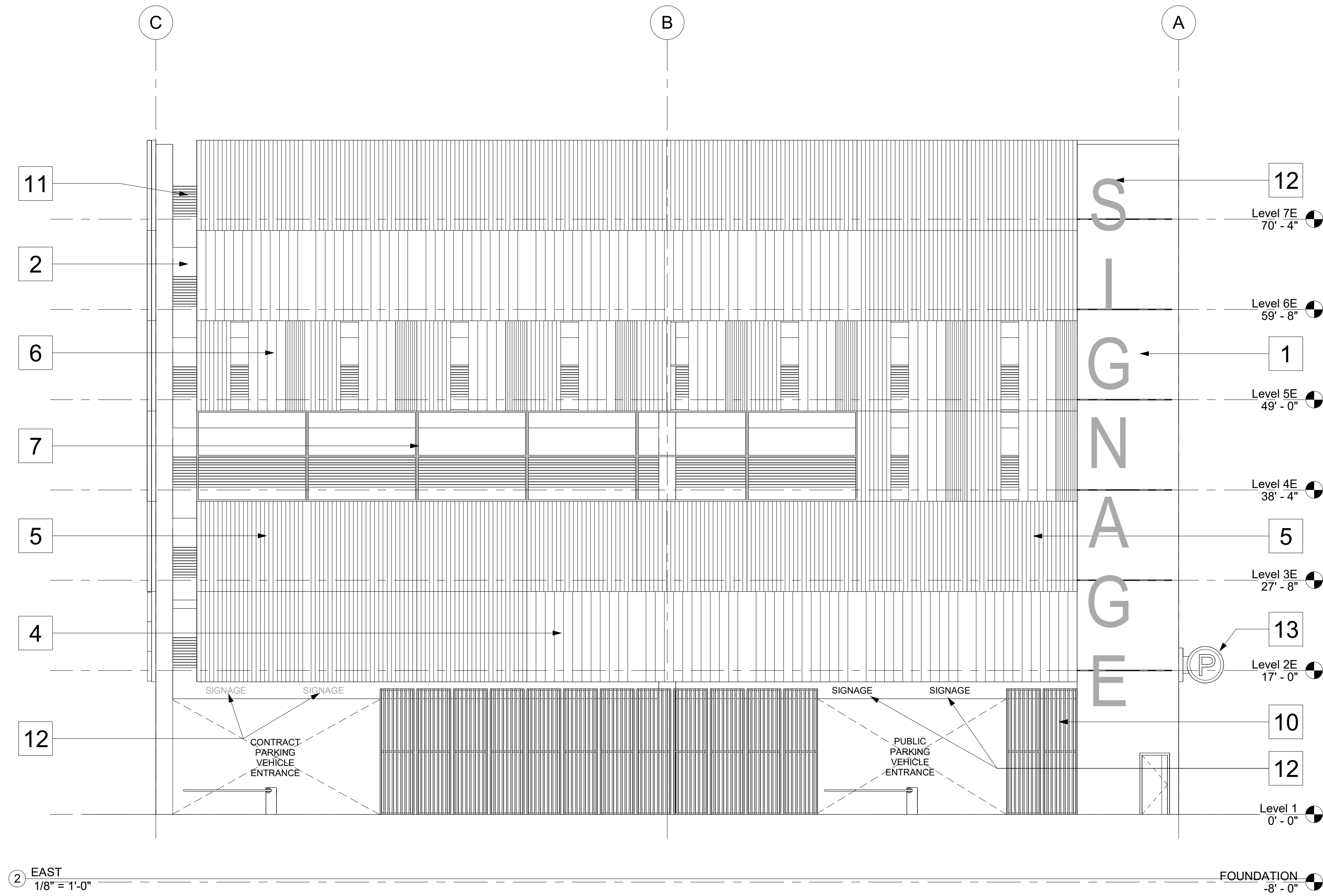
phase	SITE PLAN REVIEW
date	05/13/2022
PIC	MEB
drawn by	SA
project number	21-008
project name	

7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

sheet title
AXONOMETRIC VIEWS

sheet number
A300



EXTERIOR MATERIALS

- 1 ARCHITECTURAL STONE - ACID ETCHED
- 2 PRECAST CONCRETE - FORM FINISHED
- 3 CONCRETE - POLISHED FINISH
- 4 PERFORATED METAL PANEL - LARGE FOLD WIDTH
- 5 PERFORATED METAL PANEL - MEDIUM FOLD WIDTH
- 6 PERFORATED METAL PANEL - VARYING FOLD WIDTH
- 7 OPEN FRAME
- 8 SOLAR PANELS
- 9 GLASS STOREFRONT SYSTEM
- 10 WOOD- LOOK SCREEN
- 11 CABLE RAIL
- 12 POTENTIAL SIGNAGE AREA
- 13 PARKING STRUCTURE SIGN

REVISIONS		
NO.	DATE	DESCRIPTION

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SOLAR POWER OUTPUT (PHOTO-VOLTAIC SYSTEM):

(108) 370W PANELS PRODUCING 39.96kW DC

OVER THE 25 YEAR WARRENTY LIFE OF THE PHOTOVOLTAIC INSTALLATION, THE SYSTEM WILL PRODUCE 900,000 KILOWATT-HOURS OF ELECTRICITY, WHICH IS ENOUGH ELECTRICITY TO POWER 124 HOMES FOR ONE YEAR.

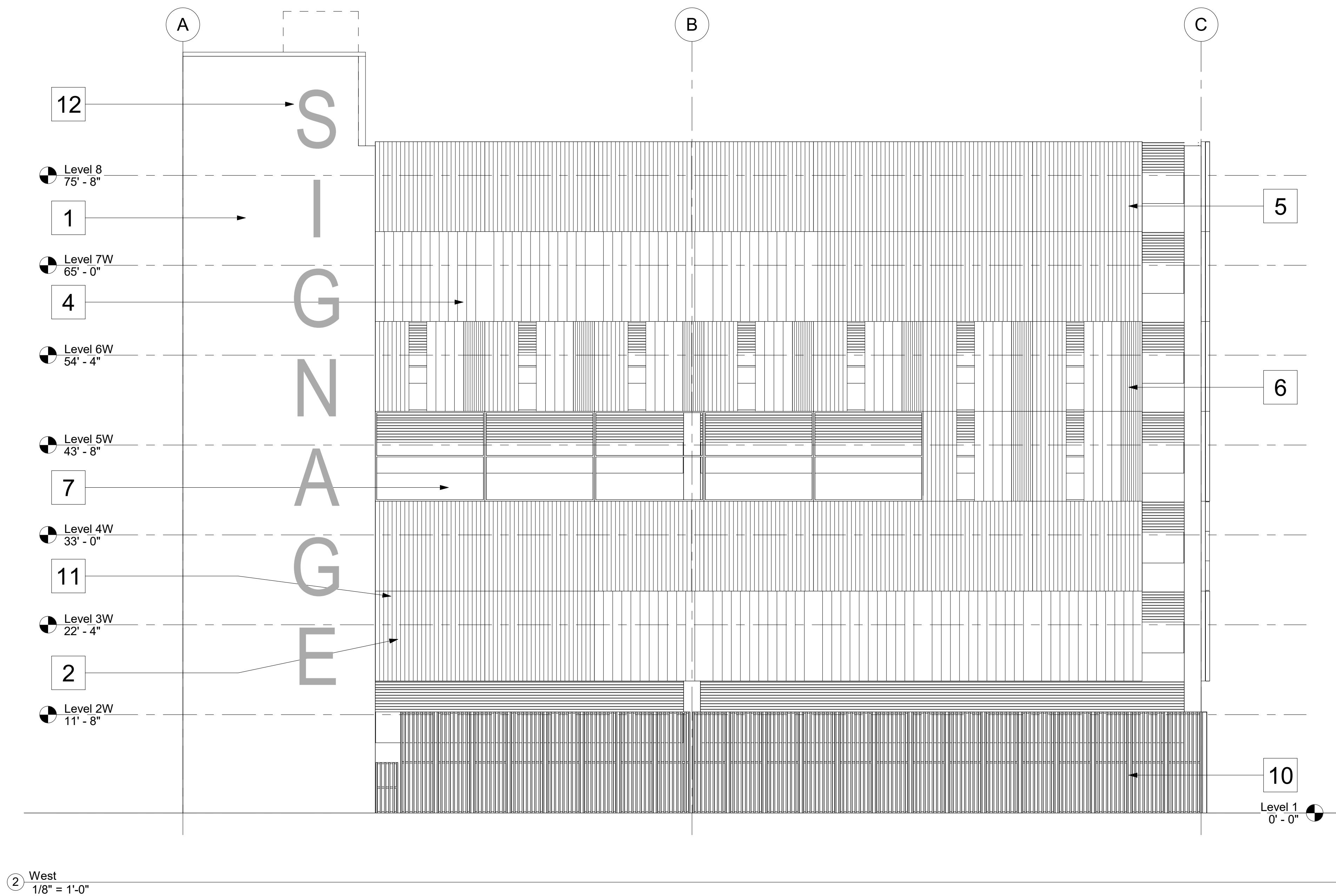
phase	SITE PLAN REVIEW
date	05/13/2022
PIC	MEB
drawn by	SA
project number	21-008
project name	

7001 PARKING FACILITY (SITE C)

7001 France Avenue South
Edina, MN 55435

sheet title
BUILDING ELEVATIONS

sheet number
A301



EXTERIOR MATERIALS

- 1 ARCHITECTURAL STONE - ACID ETCHED
- 2 PRECAST CONCRETE - FORM FINISHED
- 3 CONCRETE - POLISHED FINISH
- 4 PERFORATED METAL PANEL - LARGE FOLD WIDTH
- 5 PERFORATED METAL PANEL - MEDIUM FOLD WIDTH
- 6 PERFORATED METAL PANEL - VARYING FOLD WIDTH
- 7 OPEN FRAME
- 8 SOLAR PANELS
- 9 GLASS STOREFRONT SYSTEM
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- 12 POTENTIAL SIGNAGE AREA
- 13 PARKING STRUCTURE SIGN

REVISIONS		
NO.	DATE	DESCRIPTION

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License No.:

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FOR CONSTRUCTION

phase	SITE PLAN REVIEW
date	05/13/2022
PIC	MEB
drawn by	Author
project number	21-008
project name	

7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

sheet title
BUILDING ELEVATIONS

sheet number
A302





1 - VIEW FROM NORTH (N 71ST ST)



2 - VIEW FROM WEST (US BANK LOT)



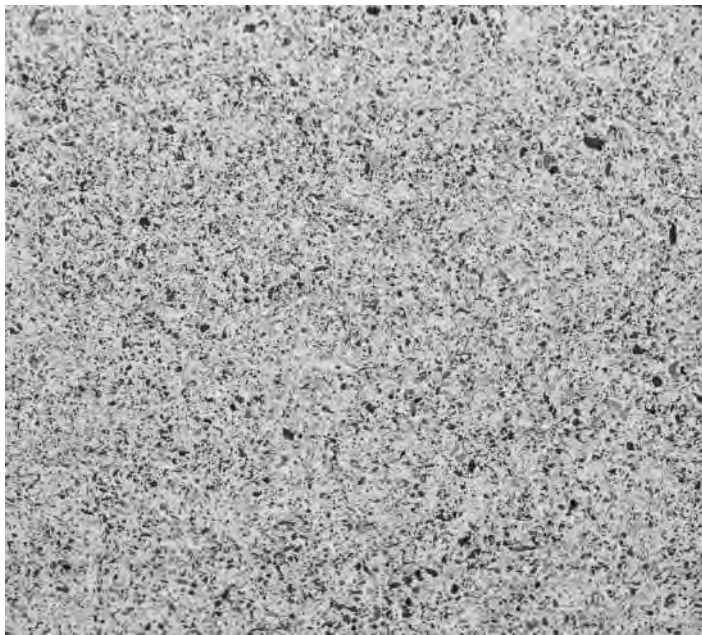
3 - VIEW FROM SOUTH



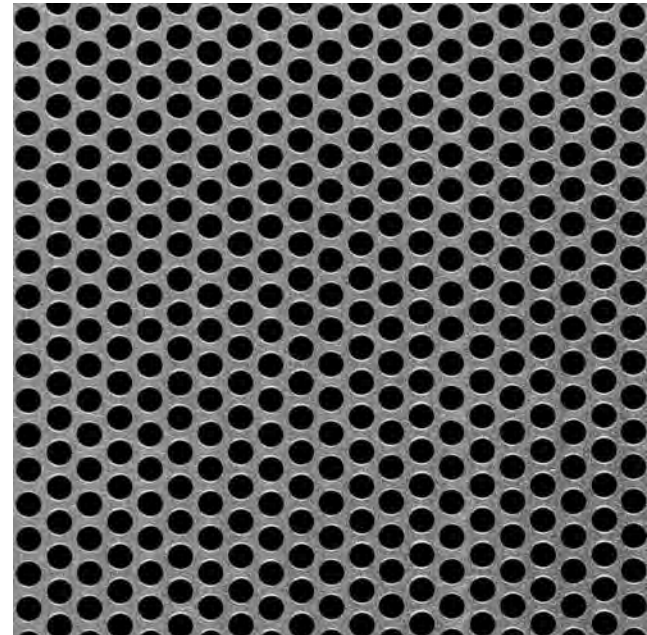
4 -VIEW FROM EAST (DREW AVE)

EXTERIOR MATERIAL KEY

FINAL COLORS, AGGREGATE, AND FINISH TO BE COMPLIMENTARY WITH WHOLE DEVELOPMENT



ARCHITECTURAL
STONE



ALUMINUM -
ANODIZED/PERFORATED
(THREE SCALES)



WOOD LOOK SCREEN



CONCRETE - FORM
FINISHED



CONCRETE - BLACK
POLISHED

REVISIONS		
NO.	DATE	DESCRIPTION

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License No.:

PRELIMINARY - NOT
FOR CONSTRUCTION

phase	SITE PLAN REVIEW
date	05/13/2022
PIC	MEB
drawn by	SA
project number	21-008
project name	

7001 PARKING
FACILITY (SITE C)

7001 France Avenue
South
Edina, MN 55435

sheet title
RENDERS

sheet number
A350



VIEW FROM NORTHEAST CORNER OF SITE LOOKING NORTH



VIEW FROM NORTHEAST CORNER OF SITE LOOKING EAST



VIEW FROM EAST SIDE OF SITE LOOKING WEST



VIEW FROM SOUTH SIDE OF SITE LOOKING SOUTHEAST

revisions	no.	date	description
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Signed:

Name:

License No.:

phase	DD
date	05/13/2022
PIC	MEB
drawn by	Author
project number	21-008
project name	

7001 PARKING
FACILITY (SITE C)

sheet title
EXISTING SITE PHOTOS

sheet number
A375