

**SHARED EASEMENT  
AND  
MAINTENANCE AGREEMENT**

**THIS SHARED EASEMENT AND MAINTENANCE AGREEMENT** (the "**Agreement**"), is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between KPS, LLC, a Minnesota limited liability company ("**KPS**") and Presbyterian Homes Bloomington Care Center, Inc., a Minnesota nonprofit corporation ("**PHB**", together with KPS, the "**Parties**").

**WITNESSETH:**

A. KPS is the fee owner of that certain parcel of real property located in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the "**KPS Lot**").

B. PHB is the fee owner of that certain parcel of real property located in Hennepin County, Minnesota, legally described on Exhibit B attached hereto ("**PHB Lot**"), which is contiguous to the KPS Lot. The KPS Lot and PHB Lot are collectively referred to herein as the "Lots" and each is sometimes referred to herein individually as a "Lot."

C. KPS and PHB intend to construct on the Lots shared parking lot improvements (the "**Shared Parking**"), portions of which will be located on the KPS Lot as well as on the PHB Lot, as shown on the site plan attached as Exhibit C hereto (the "**Site Plan**").

D. The Parties intend to construct a new access driveway to provide ingress and egress to and from Penn Avenue South and each of the Lots, a portion of which access driveway shall be located on each of the KPS and PHB Lots as depicted on the Site Plan (the "**Shared Driveway**"). KPS and PHB wish to grant to each other, for the benefit of their respective Lots, a perpetual easement for ingress and egress over and across those portions of the Shared Driveway located upon their respective Lots (the "**Shared Access Easement**").

E. In connection with the parking lot improvements depicted on the Site Plan, KPS and PHB wish to grant to each other and their respective assigns for the benefit of their respective Lots, a reciprocal perpetual non-exclusive easement for parking purposes over those portions of

their respective Lots improved with such parking improvements (the “**Shared Parking Easement**”).

F. The Parties will maintain the Shared Driveway located on the Lots. KPS wishes to grant to PHB a perpetual, non-exclusive easement for the maintenance, repair and replacement of the Shared Driveway constructed on the KPS Lot, and PHB wishes to grant to KPS a perpetual, non-exclusive easement for the maintenance, repair and replacement of the Shared Driveway constructed on the PHB Lot (the “**Maintenance Easement**”).

G. In connection with the construction of the Shared Driveway and Shared Parking, KPS and PHB wish to grant to each other, for the benefit of their respective Lots, a temporary, non-exclusive access easement over and across such portions of their respective lots as is reasonably necessary for the construction of the Shared Driveway and Shared Parking (the “**Construction Easement**”).

H. The parties desire both to document their respective grants of the Shared Access Easement, Shared Parking Easement, Maintenance Easement and Shared Construction Easement, as well as to memorialize their respective rights and obligations with regard to the initial construction and installation, as well as the ongoing maintenance, repair, and replacement of the improvements located within the Shared Access Easement and Shared Parking Easement.

**NOW, THEREFORE**, KPS and PHB hereby agree that the Lots shall be held, transferred, sold, conveyed, occupied and used subject to the following covenants, restrictions and easements, which shall run in perpetuity with the Lots and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each “Owner” (as such term is defined in Section 5 below).

## **SECTION 1: GRANT OF SHARED ACCESS EASEMENT**

(a) Grant of Shared Access Easement. KPS hereby grants and declares, for the benefit of the PHB Lot and the Owner and Occupants thereof (as such terms are defined in Section 5 below), a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress purposes over and across those portions of the Shared Driveway located on the KPS Lot as depicted on Exhibit D hereto; and PHB hereby grants and declares, for the benefit of the KPS Lot and the Owner and Occupants thereof, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress purposes over and across those portions of the Shared Driveway located on the PHB Lot as depicted on Exhibit D hereto (referred to herein as the “**Shared Access Easement**”).

(b) Use of Shared Access Easement. Each Owner and Occupant of the KPS Lot and the PHB Lot may use the Shared Driveway within the Shared Access Easement for ingress and egress to and from such Owner’s Lot. Parking in any portion of the Shared Access Easement (other than those striped head-in parking stalls constructed directly adjacent to the Shared Driveway, if any) is strictly prohibited. Use of the Shared Access Easement is subject to the following: (i) any Owner may raze, build or reconfigure the structures and improvements on such Owner’s Lot (subject to other restrictions in this Agreement) so long as such structure or improvement does not in any way impede the use of the Shared Access Easement for vehicular

and pedestrian access; and (ii) no Owner will cause or suffer the use of the Shared Access Easement for unlawful purposes or for uses that are not permitted by applicable law.

(c) Interference With Use of Shared Access Easement. No storage or parking is permitted in the Shared Access Easement. Either Owner may, after reasonable telephonic or other notice to the other Owner requesting the removal of stored items or a parked vehicle, cause any stored items or parked vehicle to be removed or towed from the Shared Access Easement, and shall not be liable for any claims for conversion, interruption with business or otherwise in connection with such removal or towing. Except as may reasonably be necessary, from time to time, to perform maintenance on the Shared Driveway and other improvements located in the Shared Access Easement area, no obstructions which would prevent, restrict, or otherwise inhibit the operation of vehicles over and across any portion of the Shared Access Easement shall be erected, condoned, or suffered by any Owner or its Occupants, nor shall any other conduct be permitted which would in any manner restrict the rights of an Owner or its Occupants to fully utilize the easement created hereby for the purposes permitted herein. No structure of any type shall be erected or maintained in any portion of the Shared Access Easement.

## **SECTION 2: GRANT OF SHARED PARKING EASEMENT**

(a) Grant of Shared Parking Easement. KPS hereby grants and declares, for the benefit of the PHB Lot and the Owner and Occupants thereof (as such terms are defined in Section 5 below), a perpetual, non-exclusive easement for parking purposes over and across those parking improvements located on the KPS Lot as depicted on the Site Plan or to be constructed in future; and PHB hereby grants and declares, for the benefit of the KPS Lot and the Owner and each Occupant thereof, a perpetual, non-exclusive easement for parking purposes over and across those parking improvements located on the PHB Lot as depicted on the Site Plan or to be constructed in the future (collectively referred to herein as the “**Shared Parking Easement**”).

(b) Use of Shared Parking Easement. The Owner and Occupants of the KPS Lot may use the those parking improvements located on the PHB Lot for parking purposes; and the Owner and each Occupant of the PHB Lot may use those parking improvements located on the KPS Lot for parking purposes. Use of the Shared Parking Easement is subject to the following: (i) the Shared Parking Easement may be used only for the parking of working vehicles, and may not be used for parking or storage of non-functioning vehicles; (ii) the Owner of the PHB Lot and the KPS Lot will not cause or suffer the use of the Shared Parking Easement for unlawful purposes or for uses that are not permitted by applicable law. Notwithstanding anything in Section 2(b) or Section 2(c) to the contrary, the Owner and Occupants of the KPS Lot may store any trailer used in connection with operations or programs conducted on the KPS Lot on the westernmost row of parking spaces on that portion of the Shared Parking Easement located on the KPS Lot.

(c) Interference With Use of Shared Parking Easement. No permanent storage of a vehicle is permitted by virtue of the Shared Parking Easement. Each Owner may, after reasonable telephonic or other notice to the other Lot Owner requesting the removal of a parked vehicle, cause any parked vehicle to be removed or towed from those parking areas located on such Owner's Lot, and shall not be liable for any claims for conversion, interruption with business or otherwise in connection with such removal or towing. Except as may reasonably be necessary, from time to time, to perform maintenance within the parking areas located on such Owner's Lot, no

obstructions which would prevent, restrict, or otherwise inhibit the parking of vehicles over and across any portion of the Shared Parking Easement shall be erected, condoned, or suffered by any Owner or its Occupants, nor shall any other conduct be permitted which would in any manner restrict the rights of an Owner or its Occupants to fully utilize the easement created hereby for the purposes permitted herein. No structure of any type shall be erected or maintained in any portion of the Shared Parking Easement.

(d) Use of Shared Parking Spaces. There shall be approximately twenty nine (29) shared parking spaces (the “**Shared Parking Spaces**”) within the Shared Parking Easement. PHB shall have the priority use of the Shared Parking Spaces during the day from 7:30 A.M. to 5:30 P.M. and KPS shall have the priority use of the Shared Parking Spaces from 5:30 P.M. to 7:30 A.M.

### **SECTION 3: GRANT OF CONSTRUCTION EASEMENT, INITIAL CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS**

(a) Grant of Construction Easement. KPS hereby grants and declares, for the benefit of the PHB Lot and the Owner and Occupants thereof (as such terms are defined in Section 5 below), a temporary, non-exclusive easement over and across such portions of the KPS Lot as is reasonably necessary for PHB to construct the Shared Driveway and the Shared Parking as depicted on the Site Plan; and PHB hereby grants and declares, for the benefit of the KPS Lot and the Owner and each Occupant thereof, a temporary, non-exclusive easement over and across such portions of the PHB Lot as is reasonably necessary for KPS to construct the Shared Driveway and the Shared Parking as depicted on the Site Plan; (collectively referred to herein as the “**Construction Easement**”).

(b) Initial Construction of Shared Driveway. The Parties shall be jointly responsible for the performance of all work and costs associated with the initial construction and installation of the Shared Driveway and associated improvements located either on the PHB Lot or the KPS Lot.

(c) Initial Construction of Parking Improvements. A separate construction contract shall be entered into by and between the Parties and the general contractor (the “**Parking Construction Contract**”). The Parking Construction Contract shall dictate the the performance of all work and costs associated with the initial construction and installation of the Shared Parking located upon both the PHB Lot and the KPS Lot.

(d) Performance Standards. All work related to the initial construction and installation of the improvements to be constructed by the parties as described earlier in this Section 3 shall be performed: (i) in full compliance with the provisions of this Agreement, (ii) in full compliance with all applicable statutes, codes, ordinances, rules and regulations, (iii) in a good and workmanlike manner, and (iv) in such manner as not to impair or destroy the structural soundness or integrity, aesthetic appearance or functional utility of the area upon or in which such work is being done or any other structure or improvement upon the Lots. Each Owner further agrees that neither its demolition nor its construction activities shall do any of the following:

1. Unreasonably interfere with demolition or construction work being performed on any other part of the Easement Areas.
  2. Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the facilities by any other Owner or its Permittees.
  3. Cause any other Owner to be in violation of any law, rule, regulation, order or ordinance applicable to its Lot of the city, county, state, federal government, or any department or agency of any of them.
- (e) Indemnity. Each Owner agrees to defend, indemnify and hold harmless each other Owner from all claims, actions, proceedings and costs incurred in connection therewith (including reasonable attorneys' fees and costs of suit) resulting from any personal injury, death or property damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any demolition and/or construction activities performed by and on behalf of such indemnifying Owner, except to extent claims in respect thereto are waived or released herein. The indemnification contained in this subsection 5.3 shall not include an indemnity for any consequential damages. Nothing in this Agreement shall be deemed a waiver by KPS or PHB of the limitations on liability provided for by Minnesota Statutes, Chapter 466.

#### **SECTION 4: MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS**

(a) PHB Lot and KPS Lot Improvements; Maintenance Easement. The PHB Lot Owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement (collectively, "**Building Maintenance**") of any building(s) located or to be located on the PHB Lot, as well as all patching, repair, resurfacing, sweeping, and snow removal (collectively, "**General Maintenance**") of all other improvements located on the PHB Lot, including but not limited to the parking areas, sidewalks, landscaping and Shared Driveway improvements located on the PHB Lot (collectively, the "**General Improvements**"). The KPS Lot Owner shall be solely responsible for the performance and costs of all Building Maintenance of any building(s) located on the KPS Lot, as well as all General Maintenance of all General Improvements located on the KPS Lot, with the exception of those General Improvements located within those portions of the KPS Lot within the maintenance easement area as shown on Exhibit E hereto (the "**Maintenance Easement**"). The KPS Lot Owner, shall be solely responsible for the performance of all General Maintenance of the General Improvements within the Maintenance Easement, and the PHB Lot Owner hereby grants to the KPS Lot Owner an easement for maintenance purposes over the Maintenance Easement area to permit the KPS Lot Owner to perform such General Maintenance; provided, however, that the PHB Lot Owner and the KPS Lot Owner shall each share one-half of the costs associated with the KPS Lot Owner's General Maintenance of that portion of the Shared Driveway falling within the Maintenance Easement (the "**Shared Access Maintenance**"). Notwithstanding anything in the immediately preceding sentence to the contrary, the obligation of the PHB Lot Owner to reimburse the KPS Lot Owner for costs associated with Shared Access Maintenance shall be limited to \$5,000 per calendar year unless the PHB Lot Owner has approved the excess cost in writing, which consent shall not be unreasonably withheld. If any portion of the Shared Access Maintenance is performed by an entity

affiliated with the KPS Lot Owner, the PHB Lot Owner shall have no obligation to reimburse the KPS Lot Owner for costs in excess of fair market rates. The KPS Lot Owner shall provide to the PHB Lot Owner reasonable supporting documentation (such as contracts or receipts) evidencing the actual costs incurred in performing such Shared Access Maintenance with each reimbursement request.

(b) Performance Standards. All work related to the Shared Access Maintenance shall be done: (i) in such manner as to not unreasonably interfere with the normal use and enjoyment of the area on which such work is being done, (ii) in full compliance with the provisions of this Agreement, (iii) in full compliance with all applicable statutes, codes, ordinances, rules and regulations, (iv) in a good and workmanlike manner, and (v) in such manner as not to impair or destroy the structural soundness or integrity, aesthetic appearance or functional utility of the area upon or in which such work is being done or any other structure or improvement upon the Lots.

(c) Failure to Maintain, Repair or Replace. If a performing Owner (the “**Performing Owner**”) reasonably determines that the other Owner (the “**Nonperforming Owner**”) is not performing the Shared Access Maintenance in accordance with the requirements of this Section 4, and if, after written request, the Nonperforming Owner refuses to perform such Shared Access Maintenance, then the Performing Owner may perform such maintenance, repair or replacement obligations on behalf of the Nonperforming Owner, in which case the Nonperforming Owner shall, within ten (10) days of receipt of written notice from the Performing Owner, reimburse the Performing Owner for all of the reasonable costs and expenses incurred by the Performing Owner in the performance of such maintenance, repair or replacement. The Performing Owner shall provide reasonable supporting documentation (such as contracts or receipts) evidencing the amount of such costs and expenses to the Nonperforming Owner.

(d) Default in Payment of Shared Access Maintenance Costs. Except for those costs which any Owner disputes in good faith by providing written notice to the other party, if any Owner fails (the “**Defaulting Owner**”) to pay its portion of any costs for Shared Access Maintenance and for construction of the Shared Access Easement and Shared Parking Easement incurred pursuant to Subparagraph 4(a) above within thirty (30) days after receipt of written request therefor (the “**Delinquency Date**”), such costs and expenses shall become delinquent and shall, together with interest thereon and all costs of collection thereof, constitute and become a continuing lien on the Defaulting Owner’s Lot. All undisputed costs and expenses owing hereunder shall bear interest from and after the Delinquency Date at the highest rate permitted under applicable law or eight percent (8%) per annum, whichever is less. The Owner who performed the unreimbursed Shared Access Maintenance may bring an action at law against the Defaulting Owner to pay such costs and expenses or, in regard to undisputed costs, to foreclose such lien by suit in the manner provided for mechanic’s liens, and in such event there shall be added to the amount owed by Defaulting Owner, all costs of collection, including without limitation reasonable attorneys’ fees and costs actually incurred in connection therewith.

(a) Notices. Any notices to be given to the Lot Owners shall be deemed effective upon actual receipt if hand delivered or upon the third day after postmark by U.S. or certified mail, return receipt requested, to the address set forth below:

To PHB: Presbyterian Homes Bloomington Care Center, Inc.  
2845 Hamline Avenue North  
Roseville, Minnesota 55113

(b) Encumbrances. No Owner shall suffer or permit anything to be done that will cause any Lot not owned by such Owner to become encumbered by any mechanic's lien or similar lien, charge or claim. If any mechanic's lien or similar charge or claim is filed against a Lot, due to another Owner's alleged request for labor or materials, such Owner shall discharge the same of record by a release or bond within thirty (30) days after the filing of any notice of such lien, claim or other charge.

(d) Enforcement of Easements, Covenants and Restrictions. The easements, covenants and restrictions set forth herein shall be enforceable by the Owner of a Lot, and its successors, assigns. No other person or entity shall have any rights to enforce any of the restrictions herein set forth. This Agreement may be enforced by legal or equitable action including specific performance.

(e) Agreement to Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party, its successors or assigns, to cancel, rescind or otherwise terminate any easements created hereunder. However, such limitations shall not affect, in any manner, any other rights or remedies which such party may have hereunder by reason of such breach.

(f) Occupant Defined. “**Occupant**” shall mean and refer to (i) any person who is an Owner or tenant of an Owner, and (ii) any person who is a subtenant, employee, contractor, subcontractor, customer, invitee or agent of the foregoing, whether one or more persons or entities.

(g) Owner Defined. “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to this Agreement, but shall not mean or refer to the mortgagee of any such Lot unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within which the fee owner may redeem from such foreclosure has terminated. Where any Lot is being sold by the fee owner to a contract vendee pursuant to a recorded contract for deed, the contract vendee shall be considered the “Owner” of such Lot so long as the contract for deed remains in full force and effect of record.

(h) Maintenance, Repairs and Replacement. No obligation for maintenance of a Lot, including snow and debris removal, or repairs or replacement of any improvements located on a Lot, shall be deemed created or imposed upon any Owner except as otherwise herein specifically provided.

(i) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easements to the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties that this Agreement shall be strictly limited to and for the purposes expressed in this Agreement, and for no other purpose.

(j) Attorneys’ Fees. If any Owner reasonably incurs costs in order to enforce any provision of this Agreement, the prevailing Owner shall be reimbursed by the other for all reasonable costs so incurred, including reasonable attorneys’ fees and costs.

(k) Non-Merger. The ownership of more than one Lot by the same Owner or by an Owner and an affiliate entity of such Owner, shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements granted in this Agreement, and shall therefore not terminate any of the easements, covenants or other terms or provisions of this Agreement as they apply to the Lots, and all such easements, covenants, and other terms and provisions shall remain in full force and effect regardless of any of the aforesaid common ownerships now or hereafter existing of any Lots.

(l) Running of Benefits and Burdens. All provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon each Owner of a Lot and their respective successors and assigns, including any mortgagees or subsequent holders of mortgages.

(m) Amendments. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the parties to be bound thereby or their duly authorized representative(s).



(n) Headings. The headings contained in this Agreement are for notice purposes only. In all instances, reference should be made to the specific terms and provisions hereof.

(o) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provisions or application had never been contained herein or prescribed hereby.

(p) Governing Law. All of the terms and provisions of this Agreement shall be governed by and controlled solely by the laws of the State of Minnesota.

(q) Time. Time is of the essence.

(r) Taxes and Assessments. Each Owner shall be responsible for paying all taxes and assessments relating to its Lot and the buildings and improvements located thereon.

(s) Liens. In the event any mechanic's lien is filed against the Lot of one Owner as a result of services performed or materials furnished for the use of another Owner, the Owner for whose benefit such services were performed or materials were furnished agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend, and hold harmless the other Owner and its Lot against liability, loss, damage, costs or expenses (including reasonable attorneys' fees and cost of suit) on account of such claim of lien. Upon request of the Owner whose Lot is subject to such lien, the Owner for whose benefit such services were performed or materials were furnished agrees to cause such lien to be released and discharged of record within 14 days after the filing of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge; if the Owner for whose benefit such services were performed or materials were furnished fails to obtain such release and discharge within such 14 day period, the Owner of the Lot against which such lien was recorded may cause such lien to be released and discharged of record, either by paying the indebtedness that gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge, in which case the Owner for whose benefit such services were performed or materials were furnished shall immediately upon demand reimburse the Owner of such Lot for all costs and expenses incurred in connection with obtaining such release and discharge. Nothing in this Agreement shall prevent an Owner for whose benefit such services were performed or materials were furnished from contesting the validity of such lien in any manner such Owner chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such Owner shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien. Notwithstanding any provision of this Agreement to the contrary, PHB shall indemnify, defend and hold harmless KPS and KPS Lot from all mechanics' liens, claims, actions, proceedings and costs incurred in connection therewith (including reasonable attorneys' fees and costs of suit) resulting from the construction and installation of the Shared Parking and Shared Driveway, and any warranty work performed by or under PHB, on KPS Lot; and KPS shall indemnify, defend and hold harmless PHB and PHB Lot from all mechanics' liens, claims, actions, proceedings and costs incurred in connection therewith (including reasonable attorneys' fees and costs of suit) resulting from the construction and

installation of the Shared Parking and Shared Driveway, and any warranty work performed by or under KPS, on PHB Lot .

*[Signature Page to Follow]*



PRESBYTERIAN HOMES  
BLOOMINGTON CARE CENTER, INC.

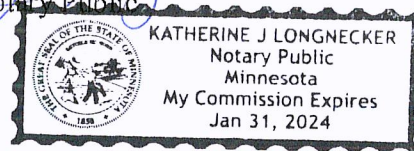
By: [Signature]  
Its: CFO

STATE OF MINNESOTA           )  
  ) ss.  
COUNTY OF Ramsey        )

This instrument was acknowledged before me on January 30, 2019, by Mark Meyer, the CFO of Presbyterian Homes Bloomington Care Center, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires: 1/31/2024



**LENDER'S CONSENT TO  
AGREEMENT**

The undersigned, being the owner and holder of that certain Combination Mortgage, Security Agreement and Fixture Financing Statement executed by Bloomington Associates, a Minnesota limited partnership in favor of Minnesota Housing Finance Agency dated September 16, 1998 and recorded October 12, 1998 in the Office of the County Recorder of Hennepin County, Minnesota as Document No. 6984036, as assigned to and assumed by KPS LLC, a Minnesota limited liability company by an Assumption Agreement and Amendment to Loan Documents dated September 5, 2012 and recorded September 14, 2012 in the Office of the County Recorder of Hennepin County, Minnesota as Document No. 9841736 (collectively, the "**Mortgage**") encumbering the KPS Lot, hereby consents to the terms and provisions contained in this Agreement and agrees that no foreclosure or other enforcement of any remedy pursuant to the Mortgage shall impair, invalidate, superseded or otherwise affect the covenants and easements established by this Agreement.

**LENDER:**

**MINNESOTA HOUSING FINANCE AGENCY**, a  
public body corporate and politic of the State of Minnesota

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, the \_\_\_\_\_ of Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota on behalf of the finance agency.

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

**EXHIBIT A  
TO  
SHARED EASEMENT AND MAINTENANCE AGREEMENT**

KPS Lot Legal Description

Lot 3, Block 1, Bloomington 23rd Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

**EXHIBIT B  
TO  
SHARED EASEMENT AND MAINTENANCE AGREEMENT**

PHB Lot Legal Description

Lot 1, Block 1, Gideon Pond 6th Addition, Hennepin County, Minnesota;

Lot 2, Block 1, Gideon Pond 6th Addition, Hennepin County, Minnesota; and

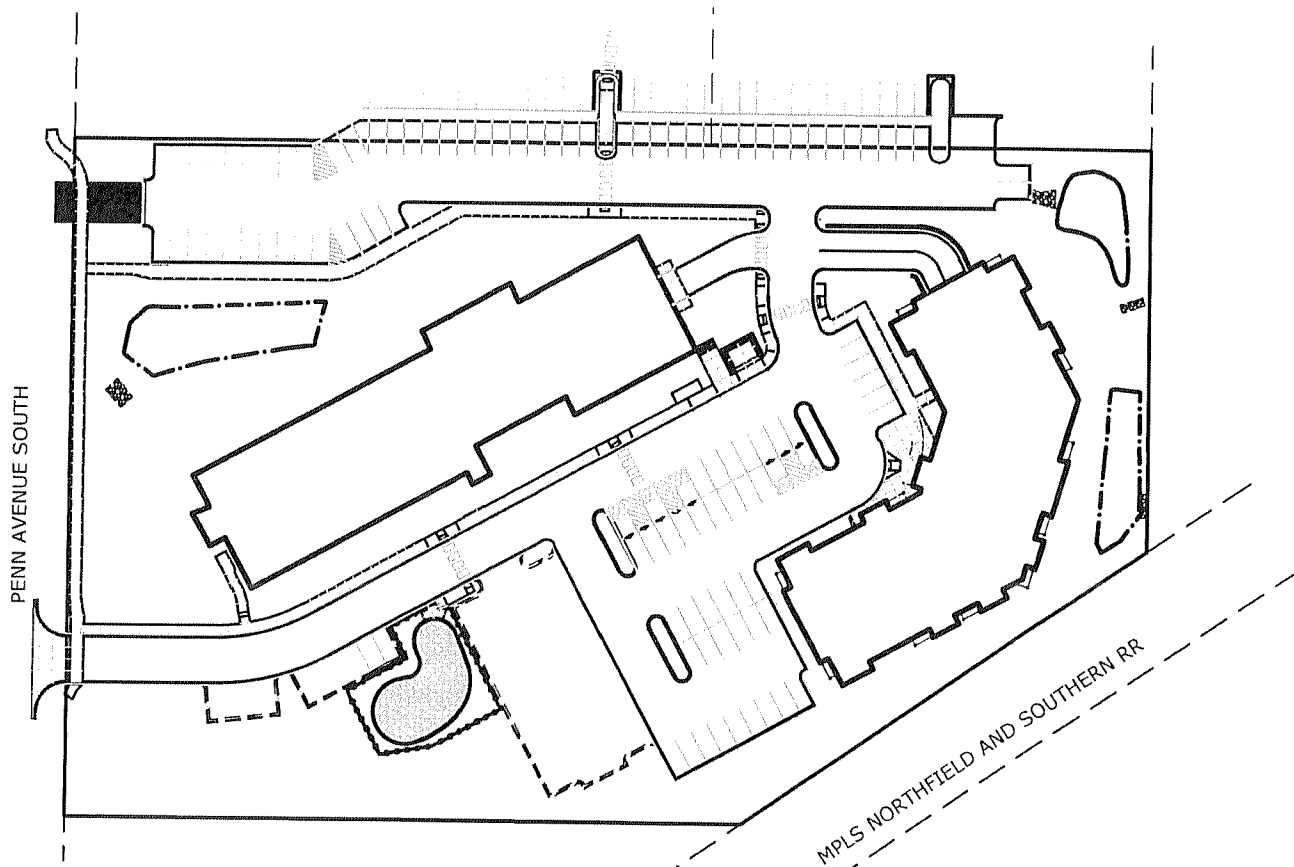
Lot 3, Block 1, Gideon Pond 6th Addition, Hennepin County, Minnesota.

**EXHIBIT C  
TO  
SHARED EASEMENT AND MAINTENANCE AGREEMENT**

Site Plan



PENN PLACE  
SITE PLAN  
EXHIBIT C



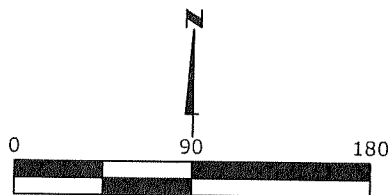
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 12th day of July, 2019

Rory L. Synstelien

Minnesota License No. 44565



SCALE IN FEET

**CivilSite**  
GROUP

4931 W. 35TH ST. SUITE 200  
ST. LOUIS PARK, MN 55416  
CivilSiteGroup.com

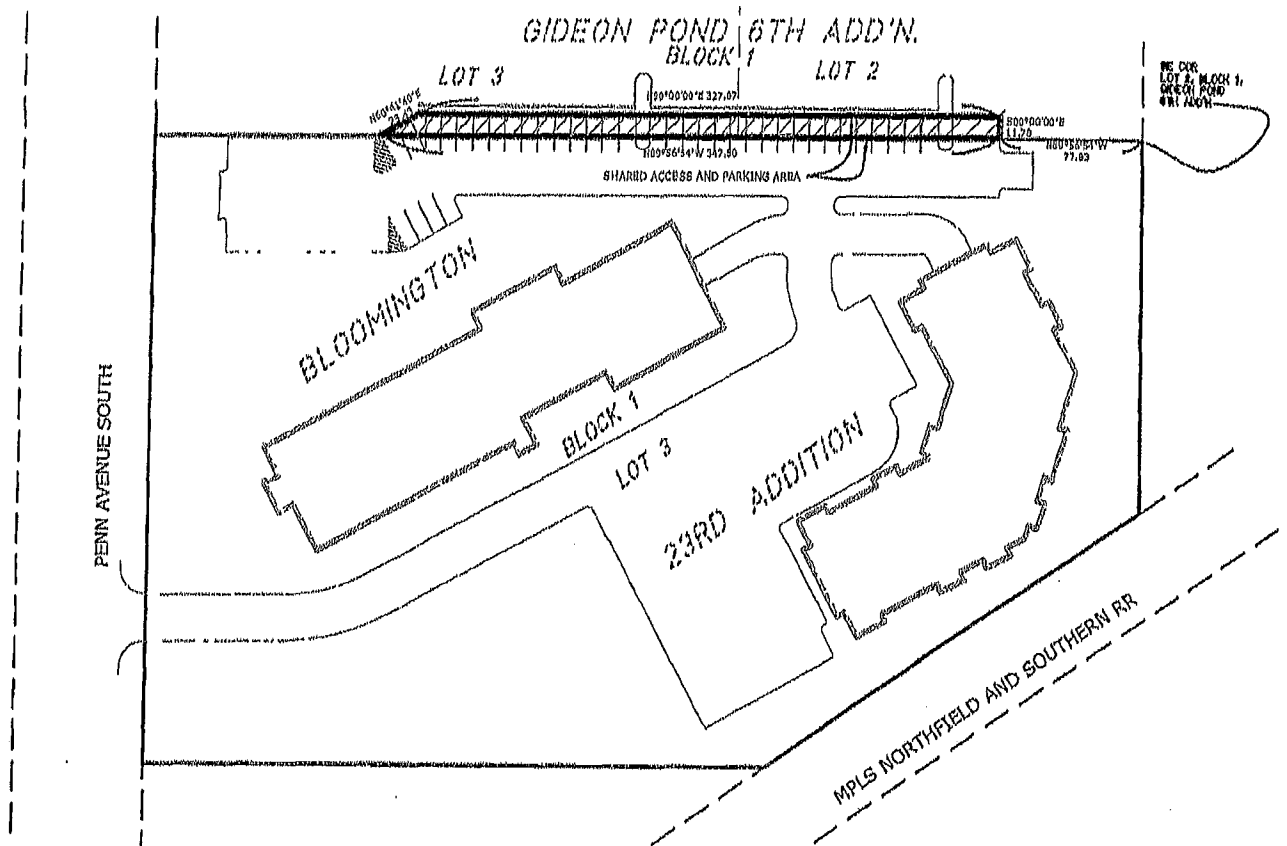
Project No. 18111

SHEET 1 OF 1

**EXHIBIT D  
TO  
SHARED EASEMENT AND MAINTENANCE AGREEMENT**

Shared Access Easement

# PENN PLACE SHARED ACCESS AND PARKING AREA EXHIBIT D NORTH PROPERTY



## SHARED ACCESS AND PARKING AREA DESCRIPTION

All those parts of Lots 2 and 3, Block 1, GIDEON POND 6TH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 2, thence westerly along the south line of said Lot 2 on an assumed bearing of North 89 degrees 56 minutes 54 seconds West for 77.93 feet to the point of beginning of the shared parking and access area to be described; thence continuing North 89 degrees 56 minutes 54 seconds West along said south line of Lot 2 and the south line of said Lot 3 for 347.50 feet; thence North 60 degrees 41 minutes 40 seconds East for 23.43 feet; thence North 90 degrees 00 minutes 00 seconds East for 327.07 feet; thence South 00 degrees 00 minutes 00 seconds East for 11.78 feet to said south line of Lot 2 and the point of beginning.

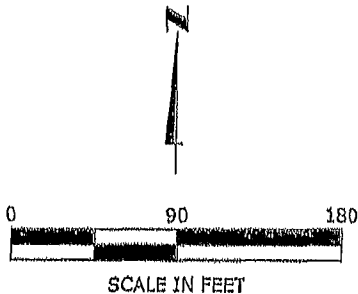
## MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 17th day of June, 2019.

Rory L. Synetellen

Minnesota License No. 44886



# CivilSite GROUP

4931 W. 96TH ST. SUITE 200  
 ST. LOUIS PARK, MN 55416  
 CivilSiteGroup.com

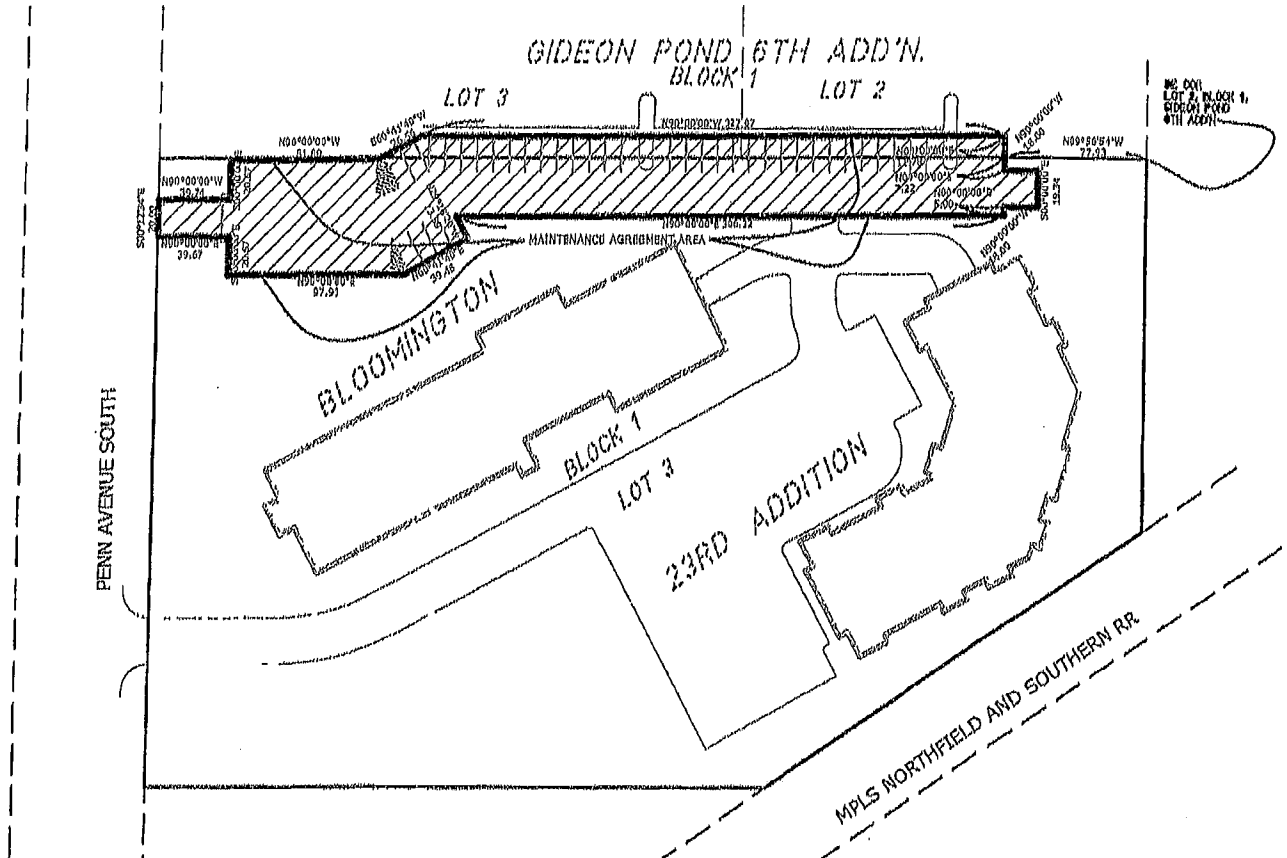
Project No. 18111

SHEET 1 OF 1

**EXHIBIT E  
TO  
SHARED EASEMENT AND MAINTENANCE AGREEMENT**

Maintenance Easement

# PENN PLACE MAINTENANCE AGREEMENT AREA EXHIBIT E



## MAINTENANCE AGREEMENT AREA DESCRIPTION

All those parts of Lots 2 and Lot 3, Block 1, GIDEON POND 6TH ADDITION and Lot 3, Block 1, BLOOMINGTON 23RD ADDITION, according to the recorded plats thereof, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 2, thence westerly along the south line of said Lot 2 on an assumed bearing of North 89 degrees 56 minutes 54 seconds West for 77.93 feet to the point of beginning of the maintenance agreement area to be described; thence North 00 degrees 00 minutes 00 seconds East for 11.78 feet; thence North 90 degrees 00 minutes 00 seconds West for 327.07 feet; thence South 60 degrees 41 minutes 40 seconds West for 26.56 feet; thence North 90 degrees 00 minutes 00 seconds West for 81.89 feet; thence South 00 degrees 00 minutes 00 seconds East for 20.67 feet; thence North 90 degrees 00 minutes 00 seconds West for 39.74 feet to the west line of said Lot 3, BLOOMINGTON 23RD ADDITION; thence South 00 degrees 12 minutes 34 seconds East for 20.00 feet; thence North 90 degrees 00 minutes 00 seconds East for 39.67 feet; thence South 00 degrees 00 minutes 00 seconds East for 20.67 feet; thence North 90 degrees 00 minutes 00 seconds East for 97.93 feet; thence North 60 degrees 41 minutes 40 seconds East for 39.48 feet; thence North 29 degrees 18 minutes 20 seconds West for 13.39 feet; thence North 90 degrees 00 minutes 00 seconds East for 306.32 feet; thence North 00 degrees 00 minutes 00 seconds East for 5.00 feet; thence North 90 degrees 00 minutes 00 seconds East for 13.00 feet; thence North 00 degrees 00 minutes 00 seconds East for 19.34 feet; thence North 90 degrees 00 minutes 00 seconds West for 18.00 feet; thence North 00 degrees 00 minutes 00 seconds East for 7.22 feet to said south line of Lot 2 and the point of beginning.

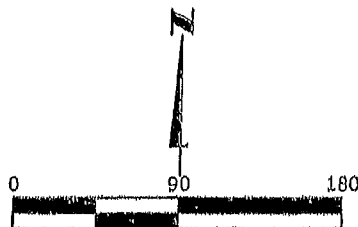
## MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 17th day of June, 2019

Rory L. Synstemon

Minnesota License No. 44586



SCALE IN FEET

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SHEET 1 OF 1