

401 86th Street West Land Purchase Narrative
26 July 2013

Project Scope

Yardscapes Inc. and FMS Corporation have formed a "Purchasing Entity" (401 & 405 LLC). The Entity will purchase M – M Development 2nd Addition (Veolia Property) located at 401 86th Street West, Bloomington Minnesota. Both FMS and Yardscapes are adjacent to the Veolia Property, Yardscapes to the west and FMS to the south.

Both parties desire to acquire the Veolia site for future expansion of their existing business's in order to maintain a presence in Bloomington in lieu of re-locating.

Neither party has definitive expansion plans as of this document date.

Upon approval by the City of Bloomington, The site would be divided into (2) parcels as indicated in the Preliminary Plat. FMS acquiring the eastern parcel and Yardscapes acquiring the western parcel. We are also requesting a Variance for the Park Dedication Fee. The Fee would be due upon issuance of a building permit.

FMS Profile

FMS Corporation is a manufacturing company engaged in the production of custom powder metal parts. We mold parts out of metal powders for a variety of OEM customers who use them in their products. Examples of these types of parts we manufacture would be gears, cams, sprockets and similar types of parts. The company was founded in 1946 and has been in continuous operation since that time. We moved from Saint Paul to the Bloomington location in 1963.

FMS currently employs 110 manufacturing, operational and management personnel.

Purchase of the adjacent property would allow for future expansion of our existing facility to help ensure meeting market demands and maintain our head quarters and facility in Bloomington.

Yardscapes Profile

Yardscapes award winning professionals specialize in creative landscape design and installation throughout the Twin Cities and outlying Minnesota. With over 37 years serving our clientele, we have long standing relationships in the industry; which means our clients need only one contractor for all phases of landscape design and installation. Yardscapes discusses client's necessities and desires while respecting the surrounding natural environment and existing architecture. Clients describe our work as creative, harmonious, artistic and balanced.

Yardscapes employs 22 full time staff and an additional 20 seasonal staff.

Purchase of the adjacent property would allow Yardscapes to "upgrade" current office / warehouse and yard facilities to better serve clientele and maintain a presence in Bloomington.

Modern Metals & BSI

In reference to Modern Metals and BSI, on going discussion is taking place to accommodate access and parking needs for the respective parties. This action will be treated as a separate issue in order to meet our obligation with Veolia to close on 5 August 2013.

A preliminary Purchase Agreement has been submitted by Modern Metals to acquire a 30 foot strip of land running parallel with the existing 14 foot Access Easement in favor of BSI (Chemrex) which is under evaluation.

Date: 4 August 2013
To: Dennis Fields
City of Bloomington
From: Mike Rancone
Re: 401 Property Platting

Dennis-

Per your request, I have submitted a check in the amount of \$1,050.00 for the following:

1. Final Plat
2. Platting Variance (Defer Park Dedication)
3. Revised Narrative

I spoke with Woody Brown (Brown Land Surveying) and he will re-submit the Preliminary Plat taking into account your notes regarding the drainage Easement at the east property line and deleting the FMS parking encroachment.

Thanks again for your very helpful assistance and patience!!
Mike

CASE NO.8577ABC-13

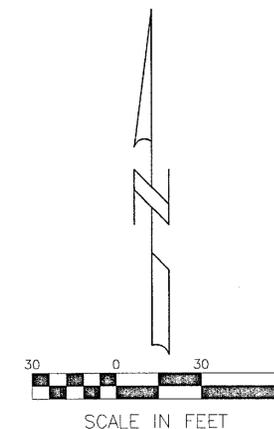
M-148

R.T. DOC. NO. _____

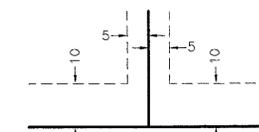
M-M DEVELOPMENT 3RD ADDITION

M-M DEVELOPMENT ADDITION

LOT 1 BLOCK 1



Drainage and utility easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines, as show on the plat.

- Denotes Set Iron Monument 1/2 inch by 14 inch Iron Pipe Marked R L S 15230, unless otherwise noted.
- Denotes Found 1/2" Iron Monument, unless otherwise noted.

Orientation of this bearing system is based on the North line of Lot 1, Block 1, M-M DEVELOPMENT 2ND ADDITION, has an assumed bearing of North 89 degrees 54 minutes 20 seconds East.

I, Woodrow A. Brown, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Woodrow A. Brown, Licensed Land Surveyor
Minnesota License No. 15230

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____
by Woodrow A. Brown.

Notary Public,
My commission expires, _____

KNOW BY ALL PERSONS BY THESE PRESENTS: That 401 & 405, LLC, a Minnesota limited liability company, owner of the following described property:

Lot 1, Block 1, M-M DEVELOPMENT 2ND ADDITION. (Registered Property)

Has caused the same to be surveyed and platted as M-M DEVELOPMENT 3RD ADDITION and does hereby dedicate to the public for public use the public way(s) and/or the drainage and utility easement(s) as created by this plat.

In witness whereof said 401 & 405 LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: 401 & 405 LLC

_____, Chief Manager

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____

by _____, Chief Manager of 401 & 405 LLC, a Minnesota limited liability company.

Notary Public,
My commission expires, _____

BLOOMINGTON, MINNESOTA
I hereby certify that this plat of M-M DEVELOPMENT 3RD ADDITION was approved by the City Council of the City of Bloomington, Minnesota at a meeting thereof held this _____ day of _____, 20____. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minn. Statutes, Section 505.03 Subd. 2.

CITY COUNCIL OF BLOOMINGTON, MINNESOTA

By _____, Mayor By _____, City Manager

TAXPAYER SERVICES DEPARTMENT, HENNEPIN COUNTY, MINNESOTA
I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20____.

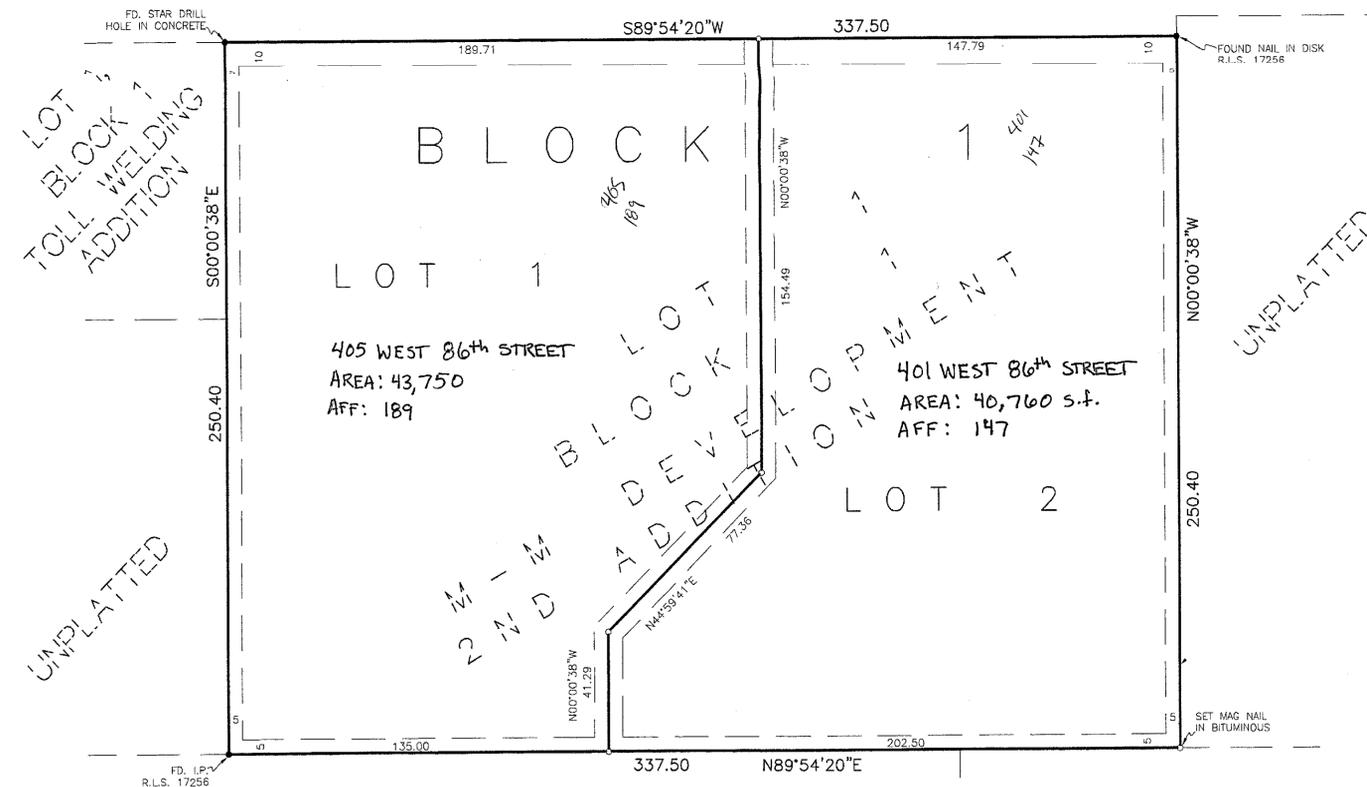
Mark V. Chapin, County Auditor, by _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota
Pursuant to MN. STAT. SEC. 383B.565 (1989), this plat has been approved this _____ day of _____, 20____.

William P. Brown, County Surveyor, by _____

REGISTRAR OF TITLES, Hennepin County, Minnesota
I hereby certify that the within plat of M-M DEVELOPMENT 3RD ADDITION was filed in this office this _____ day of _____, 20____, at _____ o'clock _____ m.

Martin McCormick, Registrar of Titles, by _____, Deputy



LOT 1, BLOCK 1
SWEET FIRST ADDITION

LOT 1, BLOCK 1
CHEMREX ADDITION

Approved Plan

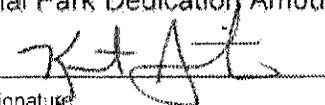
Park Dedication Analysis

Case Number 08577ABC-13 Existing Lots 1
 Plat Name M-M Development 3rd Addition New Lots 1

Land Utilization Calculation (LUC):			
Residential:	_____ Acres	\$ _____ / Sq Ft	\$ _____ 0
Apartment:	_____ Square Feet	\$ _____ / Sq Ft	\$ _____ 0
Comm/Ind:	<u>43,750</u> Square Feet	\$ <u>6.50</u> / Sq Ft	\$ <u>284,375</u>
Total Valuation of Site			\$ <u>284,375</u>
(Up to 10% dedication)			X <u>10.0%</u>
Upper Limit for the Park Dedication calculated by (LUC)			\$ <u>28,438</u>
Proportional Value Calculation (PVC) per # units:		Determination	
Single Family:	_____ x \$ _____ = \$ _____ <u>\$0</u>	by LUC or PVC	\$ <u>2,340</u>
Duplex:	_____ x \$ _____ = \$ _____ <u>\$0</u>	Less credit for	
Townhouse:	_____ x \$ _____ = \$ _____ <u>\$0</u>	_____ existing lots	\$ _____
Multi-Family:	_____ x \$ _____ = \$ _____ <u>\$0</u>	Less credit for	
Proportional Value Calculation (PVC) per Employee:		land dedication	\$ _____
Office:	_____ x \$ _____ = \$ _____ <u>\$0</u>	Net Amount Due	
Retail:	_____ x \$ _____ = \$ _____ <u>\$0</u>	from Developer (+)	\$ <u>2,340</u>
Ind/Mfg/OW:	<u>10</u> x \$ <u>234</u> = \$ <u>\$2,340</u>	Net Amount Due	
Restaurant:	_____ x \$ _____ = \$ _____ <u>\$0</u>	to Developer (-)	\$ _____
Hotel(Ltd Svc):	_____ x \$ _____ = \$ _____ <u>\$0</u>		
Hotel(Other):	_____ x \$ _____ = \$ _____ <u>\$0</u>		
Other:	_____ x \$ _____ = \$ _____ <u>\$0</u>		
Prior Plats: <u>M-M Development 2nd Addition</u>			

Exp/Park Dedication/Yardscapes 6000 Sq Ft site.xls/June 2016

*Adjustment to calculated dedication amount (+)(-) \$ _____
 Final Park Dedication Amount \$ 2,340

Assessing Division		6-Jun-16
	signature	date
Planning Division		6/7/16
	signature	date
Parks & Rec. Division		6/8/16
	signature	date
Engineering Division		6/13/16
	signature	date

*Comments: Proposed Yardscapes: 6000 sq ft @ 1.72 employees/1,000 sq ft = 10 employees
No credit for former building on site, demolished more than five years ago, 2006.

PARK DEDICATION INTAKE FORM FOR NEW PLATS

PLANNING Information is required one week prior to DRC

Information Supplied by: Michael A. Rancone - Project Manager

Date Provided: 4-Jun-16
Yardscapes - 405 West 86th Street Bloomington MN 55420

1 Please provide a list of lots and sizes, and a copy of the preliminary plat, if available.
 Submitted Final Plat

2 Will there be any land dedicated? Yes or No NO
 Please provide details: _____

3 COMMERCIAL/INDUSTRIAL PROPERTY

Building Uses	SF	%	# of Rooms
Office			
Retail			
Ind/Mfg/OW	6,000		
Restaurant			
Other			
Hotel			
Limited Service			
Full Service			
TOTAL	6,000		Warehouse

4 RESIDENTIAL PROPERTY

Building Uses	#Lots/Units	Type
Single Family		
Duplex/Triplex/4plex		
Townhomes		
Multiples		
Apt > 4 Units		
Condominiums		
Cooperatives		
TOTAL		

5 MIXED USE PROPERTY - Please complete both Section 3 and 4

6 Planner: Please return completed form to Melanie Taillefer in Assessing

ASSESSOR'S OFFICE

ESTIMATE OF PARK DEDICATION BASED ON ABOVE INFORMATION

After all credits have been applied

\$ 2,390

✓ If Modified
 86th St. cell #134

Name: [Signature]
 Date: 6/13/2016

CASE NO.
8577ABC-13

OFFICIAL PLAT

09892

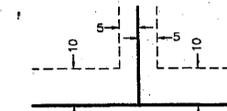
M-M DEVELOPMENT 3RD ADDITION

R.T. DOC. NO. S135774

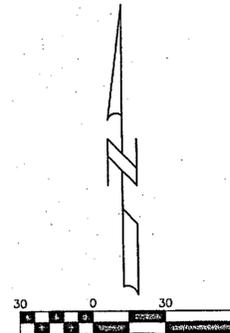
QTR. NO. 1372486

NO SCALE

Drainage and utility easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines, as shown on the plat.



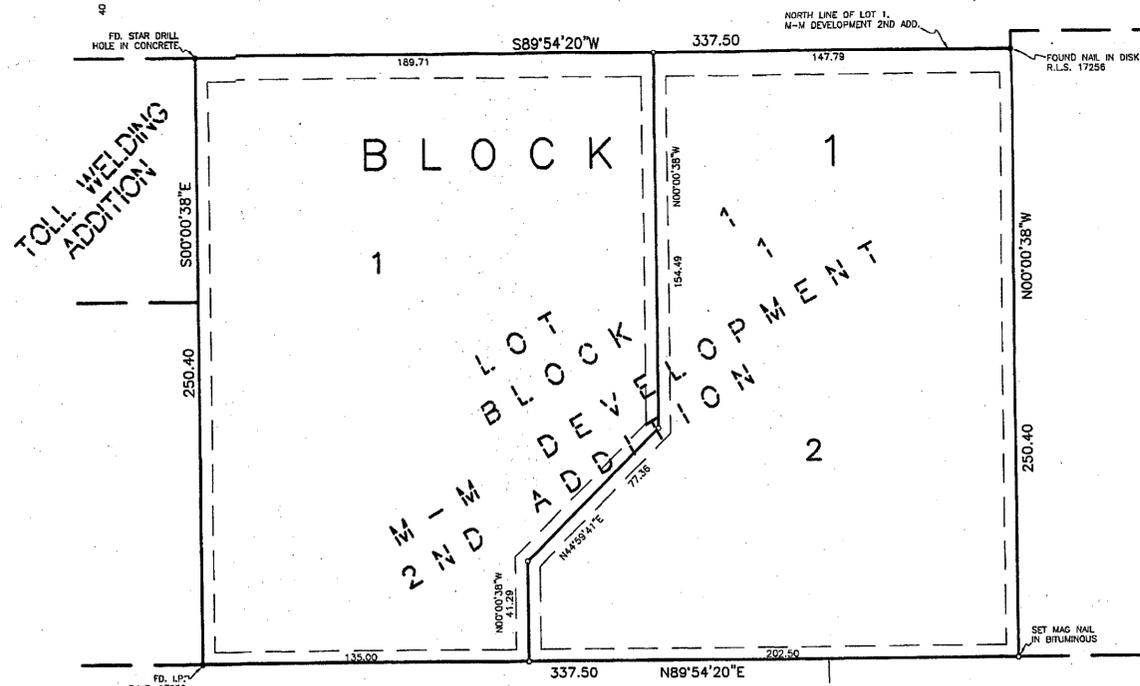
SCALE IN FEET

- Denotes Set Iron Monument 1/2 inch by 14 inch Iron Pipe Marked R.L.S. 15230, unless otherwise noted.
- Denotes Found 1/2" Iron Monument, unless otherwise noted.

Orientation of this bearing system is based on the North line of Lot 1, Block 1, M-M DEVELOPMENT 2ND ADDITION, has an assumed bearing of North 89 degrees 54 minutes 20 seconds East.

M-M DEVELOPMENT ADDITION

WEST 86TH STREET



SWEET FIRST ADDITION

CHEMREX ADDITION

I, Woodrow A. Brown, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this 26th day of November, 2013.

Woodrow A. Brown
Woodrow A. Brown, Licensed Land Surveyor
Minnesota License No. 15230

STATE OF MINNESOTA
COUNTY OF HENNEPIN
This instrument was acknowledged before me this 21st day of November, 2013
by Woodrow A. Brown.

Heidi Umdecker
Notary Public,
My commission expires, Jan 31, 2016



KNOW BY ALL PERSONS BY THESE PRESENTS: That 401 & 405, LLC, a Minnesota limited liability company, owner of the following described property:

Lot 1, Block 1, M-M DEVELOPMENT 2ND ADDITION. (Registered Property)

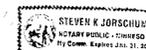
Has caused the same to be surveyed and platted as M-M DEVELOPMENT 3RD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said 401 & 405 LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 21st day of November, 2013.

Signed: 401 & 405 LLC
D.K.H. Chief Manager

STATE OF Minnesota
COUNTY OF Hennepin
This instrument was acknowledged before me this 21st day of November, 2013

by *David Kapfman*, Chief Manager of 401 & 405 LLC, a Minnesota limited liability company, on behalf of the company.



Steven K. Jorschum
Notary Public, Minnesota
My commission expires, Jan 31, 2015

BLOOMINGTON, MINNESOTA
I hereby certify that this plat of M-M DEVELOPMENT 3RD ADDITION was approved by the City Council of the City of Bloomington, Minnesota on a meeting thereof held this 21st day of November, 2013. If applicable, the written comments and recommendations of the Commissioners of Transportation and the County Highway Engineer have been received by the City or the plat has been approved without receipt of such comments and recommendations, as provided by Minn. Statutes, Section 505.03 Subd. 2.

CITY COUNCIL OF BLOOMINGTON, MINNESOTA
By *[Signature]* City Clerk
By *[Signature]* Mayor

TAXPAYER SERVICES DEPARTMENT, HENNEPIN COUNTY, MINNESOTA
I hereby certify that taxes payable in 2013 and prior years have been paid for land described on this plat. Dated this 21st day of November, 2013.
Mark V. Chapin, County Auditor, by *[Signature]* Deputy

SURVEY DIVISION, HENNEPIN COUNTY, MINNESOTA
Pursuant to MN. STAT. SEC. 393B.565 (1989), this plat has been approved this 21st day of November, 2013.
William P. Brown, County Surveyor, by *[Signature]*

REGISTRAR OF TITLES, HENNEPIN COUNTY, MINNESOTA
I hereby certify that the above plat of M-M DEVELOPMENT 3RD ADDITION was filed in this office this 21st day of November, 2013, at 10:30 o'clock A.M.
Martin McCormick, Registrar of Titles, by *[Signature]* Deputy

STATE OF MINNESOTA COUNTY OF HENNEPIN
Certified to be a true and correct copy of the original on file in this office

DEC 19 2013

Martin McCormick, Registrar of Titles
By *[Signature]* Deputy



File No. 2432

13.144

Approved Plan

Site Address: 401 W 86th St.

YARDSCAPES

Plat name: **M-M DEVELOPMENT 2ND 3RD ADDN**

Proposal: Phase I with 2,500 sf of office and 4,800 sf of warehouse
 CUP, Final Site & Building Plan, Subdivision Preliminary & Final Plat & Variance

PUBLIC WORKS DEPARTMENT DEVELOPMENT PLAN REVIEW

City of Bloomington 1700 West 98th Street, Bloomington, MN 55431 952-563-4870

Applicant Information
 David Kopfmann
 401 & 405 LLC
 8609 Harriet Ave So
 Bloomington MN 55420
 952-887-2794
 Fax 952-887-2796
dave@yardscapesinc.com

Michael Rancone
michaelrancone@comcast.net
 612-508-7600

Gregory Sweet
 FMS Corporation
gsweet@fmscorporation.com
 8635 Harriet Ave So
 Bloomington MN 55420
 952-888-7976
 Fax 952-888-7988

Case No: 8577ABC-13

Permit No:

Scheduled for: Informal DRC: ~~8/7/12~~ ~~5/7/13~~ Item No. 1
 Formal DRC: 9/3/13

Planning Commission: 9/26/13
 City Council: 10/7/13

Date Received:	7/27/12	5/2/13	8/15/13	
Return to:	Dennis Fields	Dennis Fields	Dennis Fields	
Due Date:	8/6/12	5/6/13	8/30/13	

Plan Reviewer	Date	Date	Date	Date
Development/Services Section – 952-563-4862				
Jen Desrude (JCD), Civil Engineer	7/30/12	5/6/13		
<small>Steve Jorschumb (SKJ), Sr. Eng. Technician</small>	8/6/12			
Traffic Section				
Amy Marohn (ALM), Civil Engineer	7/30/12	5/6/13	8/19/13	
Tom Bowlin (TPB), Civil Engineer				
Cherise Erickson (CE), Main Traffic Supervisor				
Kirk Roberts (KAR), Traffic & Trans. Engineer				
Street Design & Construction Section				
Justin L Ernst (JLE), Contract Engineer	7/30/12			
Steve Jorschumb (SKJ), RLS		5/6/13		
Julie Long (JML), Senior Civil Engineer	7/30/12	5/6/13	8/19/13	
Bob Simons (BPS), Civil Engineer	7/30/12		8/19/13	
<small>Lee Smith (LCS), Surveyor</small>				
Water Resources Section				
Scott Anderson (SMA), Senior Civil Engineer	7/30/12			
Bryan Gruidl (BRG), Sr. Water Resources Manager			8/28/13	
Steve Segar (SWS), Civil Engineer	7/30/12	5/6/13		
Utilities Division				
Tim Kampa (TKK), Civil Engineer				
Eric Wharton (ECW), Civil Engineer	7/30/12	5/6/13	8/16/13	
Maintenance Division				
Scott Anderson (SMA), Assistant Maintenance Superintendent		5/6/13	8/19/13	
Dave Hanson (DH), Assistant Maintenance Superintendent				
Administration				
Jim Gates (JBG), Deputy Director of PW				
Karl Keel (KPK), Director of Public Works				
Shelly Pederson (SAP), City Engineer	7/30/12			

Email

1. Development/Services Section (Plats, Easements, Agreements, Misc.)**Code Requirements**

- Property must be platted per Chapter 22 of the City Code
- The approved Final Plat shall be filed with Hennepin County (Chapter 22)
- All development setbacks shall be based on planned widened rights-of-way for the abutting public street(s) (Section 19.42).

CC = Council Condition of Approval

PR = Plan Requirement - need to revise plans or satisfy comment prior to the issuance of permits

S/R = Suggestion/Recommendation

CC	PR	S/R	Comment	Date & Initial	Date Complete
Preliminary Plat					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See list of items that must be included on the preliminary plat per the Bloomington City Code, Chapter 22.	5/6/13 SKJ	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Show all underground existing utilities on preliminary plat. i.e. water along east side and southeast of parcel, sewer along east side. Etc.	5/6/13 ECW	
Final Plat					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A title opinion or title commitment that accurately reflects the state of the title of the property being platted, dated within the past 6 months, shall be provided. (Due prior to Mayor and City Manager signatures on final plat)	5/6/13 SKJ	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Consent to Plat form is needed from any mortgage companies with property interest.	5/6/13 SKJ	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$15 fee for certified copy of plat. Engineering staff will obtain a certified copy of the plat from Hennepin County.	5/6/13 SKJ	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard drainage and utility easements 10 feet along street frontages and 5 feet along internal lot lines shall be dedicated on the final plat.	5/6/13 SKJ	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Option 2: purchasing 1 acre selling .94 acres would require replatting.		
Easements & Agreements					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A 10-foot sidewalk/bikeway easement shall be provided along all street frontages. Developer/owner shall provide legal description and Engineering staff will prepare easement document.	5/6/13 SKJ	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A signed copy of private common driveway/parking/access easement agreement shall be provided. With property to the south, southeast, and east.	8/6/12 SKJ 5/6/13 SKJ	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A signed copy of private common utility easement agreement shall be provided for sewer and water along east property line.	8/6/12 SKJ	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing <u>drainage/utility and sidewalk/bikeway</u> easements may be vacated. Contact Steve Jorschumb at 952-563-4864 or sjorschumb@ci.bloomington.mn.us for a copy of the Public Rights-of-Way Vacation Application. Application fee = \$275 per application, no matter the number of easements. It is the responsibility of the developer to determine if private utilities exist in the easement prior to submitting the application. Developer/owner to provide legal description and Engineering staff will prepare vacation document.	5/6/13 SKJ	

Miscellaneous Comments					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnish a revised Grading, Drainage, Utility, and Erosion Control plan. Plans shall be reviewed and approved by the City Engineer prior to issuance of permits.	7/30/12 JCD	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MN licensed Civil Engineer must design and sign all civil plans, including Grading, Drainage, Utility and Erosion Control plans.	7/30/12 JCD	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Connection charges shall be due prior to issuance of utility permits – dollar amount to be determined.	7/30/12 JCD	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Prior to the issuance of the Certificate of Occupancy, developer/contractor must submit electronic utility as-builts to the Public Works Department.	7/30/12 JCD	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transportation Demand Management (TDM) Plan shall be submitted prior to the issuance of permits.	7/30/12 JCD	
Standard Notes to Add to Plan					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Temporary street signs, lighting, and addresses shall be provided during construction.	7/30/12 JCD	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractor shall obtain a Public Works Permit Application for obstructions and concrete work within Right-of-Way. Permit is required prior to removals or installation. Contact Sean Jenkins at 952-563-4545 or sjenkins@ci.bloomington.mn.us permit application and for fee information.	7/30/12 JCD	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Works permit application for underground work within the Right-of-Way is required prior to removal or installation of sanitary, water or storm work within the public right-of-way. Contact Utilities at 952-563-4568 for permit application and for fee information.	7/30/12 JCD	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Restore City street by complying with the City Street Improvement Policy; contact Utilities (952-563-4568) for the requirements and show this on the plan.	7/30/12 JCD	
2. Traffic Section & Street Design / Construction Section					
Traffic					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Furnish a construction traffic control plan. Plans shall be reviewed and approved by the City Engineer prior to the issuance of permits. For work affecting W 86 th St.	7/30/12 ALM	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Illustrate that the clear view triangle (15' from property corner and driveway approaches) is not obstructed by providing landscaping plan to verify.	7/30/12 ALM	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Show and label on plan sheets existing street light poles, handholes and conduit, and signal interconnect.	7/30/12 ALM	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide a signing and pavement marking plan for circulating traffic with appropriate references to signs selected in MMUTCD.	7/30/12 ALM	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disabled parking signage and pavement markings shall be placed in accordance with ADA and MMUTCD.	7/30/12 ALM	

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All signing to be installed outside of city right-of-way.	7/30/12 ALM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide trip generation numbers for the site with the application narrative, using ITE Trip Generation standards.	7/30/12 ALM
Standard Traffic Notes to Add to Plan				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All parking stalls to be painted with white striping.	7/30/12 ALM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All construction and post-construction parking shall be on-site – no on-street parking/loading/unloading allowed. (Add to removal, utility or site plan sheets)	7/30/12 ALM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All public sidewalks shall not be obstructed.	7/30/12 ALM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storage of materials or equipment shall not be allowed on public streets or within public right-of-way. (Add to removal, utility or site plan sheets)	7/30/12 ALM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street lighting and interconnect conduit must be exposed for city inspection prior to pouring concrete or backfilling excavations in city right-of-way.	7/30/12 ALM
Street Design				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use updated City of Bloomington Standard Details from the City of Bloomington website: www.ci.bloomington.mn.us/cityhall/dept/pubworks/engineer/streets/specific.htm	7/30/12 JML
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Show and label all property lines and easements on all plan sheets.	7/30/12 JCD
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No landscaping, ponds, retaining walls, or any structure shall be placed or constructed within public right-of-way or easements.	7/30/12 JCD
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A Bloomington standard non-residential driveway apron is required on accesses to public streets (see detail).	7/30/12 JCD
Standard Notes to Add to Plan				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A MN licensed Civil Engineer must design and sign all retaining walls 4-foot high and higher.	7/30/12 JML
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	W 86TH St is currently being reconstructed from Lyndale to Nicollet, be cautious of new pavement. W 86 TH St has recently been reconstructed and is considered a "Red" street. Any damage to the road will be charged a street degradation fee.	7/30/12 BPS 5/6/13 JML
Sidewalks				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide sidewalk connection from building(s) to public sidewalk/street.	7/30/12 JML
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Illustrate that sidewalks do not exceed 2% maximum cross slope and 5% maximum longitudinal grade per ADA requirements by showing appropriate spot elevations and contours on the plan.	7/30/12 JML
Parking				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bicycle parking spaces shall be provided (i.e., bike rack), number to be approved by the City Engineer.	7/30/12 ALM
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	List parking spaces provided and number required by City Code.	7/30/12 ALM

3. Water Resources Section**Storm Water Comments**

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A Stormwater Management Plan/Report shall be provided which includes: <ul style="list-style-type: none"> o Stormwater Rate Control – No net increase in runoff. o Storm Water Volume Control – no increase in volume. o Water Quality Treatment meeting requirements of Bloomington Comprehensive Surface Water Management Plan (CSWMP) www.ci.bloomington.mn.us/cityhall/dept/pubworks/engineer/waterres/waterres.htm#mgmtolan o Maintenance Schedule/Plan for Stormwater BMP signed by property owner to be filed on record with Hennepin County. Proof of filing must be submitted to Engineering. 	7/30/12 SMA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	An NPDES construction site permit and SWPPP shall be provided. The name and phone number of party responsible for erosion control shall be included; if greater than one acre is disturbed.	7/30/12 SMA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There is a lot more impervious surface with this plan. Is it still ok to drain onto neighboring properties or is a raingarden/storm sewer needed?	5/6/13 JML

Erosion/Sediment Control Comments

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Erosion Control Bond required prior to issuance of permits – dollar amount to be determined by Jen Desrude. Contractor to provide bid prices to install, maintain and remove EC devices.	7/30/12 SMA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	An Erosion Control Plan shall be provided which includes: <ul style="list-style-type: none"> o Erosion Control BMP locations shown on the plan. o Notes for maintenance (1/3 capacity, damage, tracking onto streets) and inspection (who is responsible, frequency), etc., consistent with the <i>MPCA Protecting water Quality in Urban Areas</i> BMP Manual (Nov. 2000). o Use of updated City of Bloomington Standard Details from the City of Bloomington website: www.ci.bloomington.mn.us/cityhall/dept/pubworks/engineer/streets/specific.htm o No bales allowed for inlet protection and/or ditch checks. o All materials shall meet MnDOT approved materials list: www.mrr.dot.state.mn.us/materials/apprprod.asp o Use approved inlet protection at all active storm sewer inlets; only basket or sack style in traffic areas. o Include turf establishment plan. 	7/30/12 SMA

General Comments

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Add note to plan - contact Utilities Division (952-563-8777) regarding permit for storm sewer construction.	7/30/12 JCD
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Submit a copy of Nine Mile Creek Watershed District comments and permit prior to the issuance of City of Bloomington permits. Contact Nine Mile Creek Watershed District, Kevin Bigalke, 952-835-2078.	7/30/12 SMA

4. Utilities Division**Code Requirements**

Unused water services shall be properly abandoned (Sec. 11.15).

CC = Council Condition of Approval

PR = Plan Comments - need to revise plans or satisfy comment, but does not necessitate a Council condition

S/R = Suggestions/Recommendations

CC	PR	S/R	Comment	Date & Initial	Date Complete
General					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer Availability Charge (SAC) be satisfied. Contact the Met Council at 651-602-1378 for a SAC determination, which is required by the Metropolitan Council Environmental Services.	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There shall be at least a 10-foot horizontal separation between water and sewer lines.	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water mains crossing storm or sanitary sewers shall have a minimum of 18-inch vertical separation.	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use updated City of Bloomington Standard Details from the City of Bloomington website: www.ci.bloomington.mn.us/cityhall/dept/pubworks/handouts/enghandouts.htm#details .	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide peak hour and average day water demand and wastewater flow estimates	7/30/12 ECW	
Water					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install enough hydrants to provide fire protection for the entire building (each hydrant covers a 150' radius).	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide valving such that the building service can be isolated without shut down of the supply to hydrants.	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide a minimum of 8 feet and a maximum of 10 feet of cover on all water lines, valves, services etc.	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use Class 54 for 8" DIP and Class 55 for 6" DIP. (8 mil min. polywrap on all DIP is required.)	7/30/12 ECW	
Sanitary Sewer					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	An inspection manhole is required on all commercial sewer services.	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use standard short cone manholes (no steps allowed).	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use schedule 40, SDR 26, or better for PVC sewer services	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design sewer (mainline pipes, clean-outs, manholes, and services) with adequate depth of cover, or (high-density polystyrene) insulation to prevent freezing.	7/30/12 ECW	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install interior chimney seals on all sanitary sewer manholes.	7/30/12 ECW	
Standard Notes to Add to Plan					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A note shall be added to the plans stating: Taps of live water mains to be done by City forces; however they shall be paid for and coordinated by the Contractor.	7/30/12 ECW	

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All components of the water system, up to the water meter or fire service equipment, (i.e. mainline pipes, services larger than 2", valves, fittings, caps, etc.) shall utilize protective internal coatings meeting current ANSI/AWWA Standards for cement mortar lining or special coatings. The use of unlined or uncoated (cast-iron, gray-iron, steel, galvanized, etc.) pipe shall not be allowed.	7/30/12 ECW
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Combination Fire and Domestic services must terminate with a thread on flange or an MJ to flange adapter.	7/30/12 ECW
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Utility and mechanical contractors shall coordinate installation of water service pipes, fittings, and valves all the way into the building (i.e. up to meters and/or fire service equipment) to accommodate City inspection and testing.	7/30/12 ECW
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Utility and mechanical contractors shall coordinate installation of sewer services all the way into the building to accommodate City inspection and testing.	7/30/12 ECW



CITY OF
BLOOMINGTON
MINNESOTA

Public Works Dept.

Date: 07/21/2016

Credit Card and Check Receipt Form

DESCRIPTION	ACCOUNTING CODE			AMOUNT
	Pay Code	ORG	OBJECT Project	
Park Dedication		4400	46401	2340
Reference Number:				
M & M DEVELOPMENT				
3RD ADDITION				
401 & 405 West 86th Street				
Moonview 86th Street LLC				

\$ 2,340.00

Coding for Daily Receipts

Encroachment Apps.	165203	42015
Vacation Apps.	165203	42015
Park Dedication	4400	46401
Plan Fees	List Project Number	
Copy Charges	165203	44166
Data Requests	165203	44166
Electronic Data	165203	44166

Transaction completed by:

BRUCE BUNKER

ATTACH CREDIT CARD RECEIPT OR CHECK



From: Smith, Kent ksmith@BloomingtonMN.gov
Subject: RE: Yardscapes Park dedication Fee
Date: June 6, 2016 at 2:21 PM
To: Michael Rancone michaelrancone@icloud.com
Cc: Johnson, Nick M nmjohnson@BloomingtonMN.gov

Michael,

Based on the new building size, which was verified by Nick, the new Park Dedication Fee if permit is pulled this year is \$2,340. This is subject to change if permit is pulled in 2017 or later. This is greater than the estimate I gave last November, but the building is larger now.

Let me know if you have any questions.

Sincerely,

Kent D. Smith
Chief Commercial Appraiser
City of Bloomington Assessor's Office
1800 West Old Shakopee Road
Bloomington, MN 55431
Phone (952) 563-8707
E-mail ksmith@BloomingtonMN.gov

From: Michael Rancone [mailto:michaelrancone@icloud.com]
Sent: Saturday, June 04, 2016 9:18 AM
To: Smith, Kent
Cc: Johnson, Nick M
Subject: Re: Yardscapes Park dedication Fee

Gentleman-

I have attached an Executed Park Dedication Intake Form & Final Plat as requested. Please call with any questions:

Thanks-
mar

Michael A. Rancone
michaelrancone@icloud.com

1156 Delaware Avenue
West St. Paul MN 55118
612 508 7600



September 10, 2013

SENT VIA EMAIL

401 & 405, LLC
Dave Kopfmann
8609 Harriet Ave S
Bloomington, MN 55420

Re: Plat of M-M DEVELOPMENT 3RD ADDITION
Case No.: 08577BC-13

The following items are needed by noon on Wednesday, October 2, 2013 in order to proceed with the approval of the preliminary and final plat of M-M DEVELOPMENT 3RD ADDITION at the Council meeting scheduled for October 7, 2013:

1. One (1) full size copy of the preliminary and final plat
2. 21 sets of 11x17 copies of the preliminary and final plat

The following items are needed as soon as possible to proceed with the timely filing of the final plat at Hennepin County:

1. Two (2) mylar copies of the plat
2. Park Dedication, if applicable
3. Title commitment or opinion for all properties (needs to be less than six (6) months old)
4. \$15 fee for Certified copy of plat
5. Signed deeds for easements (to be filed with Hennepin County)

If you have any questions, please contact me at jdesrude@ci.bloomington.mn.us or 952-563-4862.

Sincerely,

Jennifer C. Desrude, PE
Development Coordinator
Engineering Division

cc: Michael Rancone
Gregory Sweet / FMS Corporation
Woody Brown / Brown Land Surveying
Bruce Bunker / Bloomington
Steve Jorschumb / Bloomington

H:\DEVELOPMENT\REVIEWS\2013 Reviews\W 86th St_401\Plat_M_M Devel 3rd Addn\091013-NEEDED-LTR-M_M DEVELOPMENT 3RD AD.docx

From: Bunker, Bruce
To: Aldinger, Jeff; Bowlin, Tom; Brazier, Danette; Bunker, Bruce; Busch, Harold; Carleen, Daniel J.; Cassidy, Roxanne; Doublette, Yves D.; Engberg, Kim; Fradenburgh, Judy; Gillum, Butch; Greenwaldt, Brenda; Johnson, Duke; Jorschumb, Steven; Junker, Doug; Kvidera, Mathias; Larson, Glenn A.; LeGrand, Sue; Lewis, Mae; Madland, Erik; McCarthy, Laura; Nermoe, Heidi; Neuman, Terry; Pauluk, Jim; Ricci, Constance; Schentzel, Joanne; Seal, Ulysses; Smith, John; Swanson, Michelle; Taillefer, Melanie; Taubenheim, Kevin; Windels, Lori; Wolff, Barb; Yauch, Mike; Yurich, David
Subject: New Plat Address Notification
Date: Tuesday, January 21, 2014 11:07:30 AM
Attachments: Address Notification Map.pdf
61-13FINALPLAT.pdf

The plat of M – M DEVELOPMENT 3RD ADDITION has been recorded with Hennepin County. An existing parcel address will remain the same for Lot 2 and a new parcel address will be issued for Lot 1. The addresses for these two parcels are listed below:

Lot 1, Block 1, M – M DEVELOPMENT 3RD ADDITION – **405 West 86th Street (New Address)**

Lot 2, Block 1, M – M DEVELOPMENT 3RD ADDITION – **401 West 86th Street (Existing Address)**

Attached is a map and copy of the new plat for your reference.

Please contact me if you have any questions.

Thank you,

Bruce Bunker

Engineering Technician
City of Bloomington
Engineering Division
1700 W 98th St
Bloomington, MN 55431
(952) 563-4546
bbunker@BloomingtonMN.Gov



Doc No T05125286

Certified, filed and/or recorded on

Oct 16, 2013 10:00 AM

Office of the Registrar of Titles

Hennepin County, Minnesota

Martin McCormick, Registrar of Titles

Mark V. Chapin, County Auditor and Treasurer

Deputy 84

Pkg ID 1043449M

Doc Name: Variance

Document Recording Fee \$46.00

Document Total \$46.00

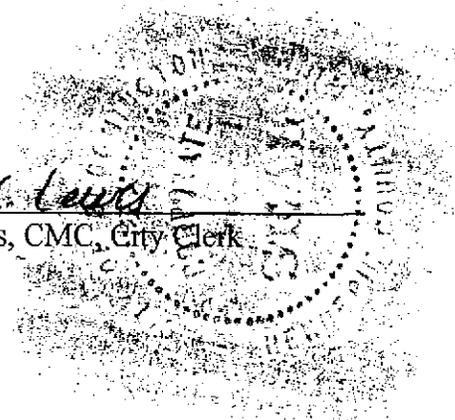
Existing Certs

New Certs

1372486

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF BLOOMINGTON

The undersigned duly qualified and acting City Clerk of the City of Bloomington hereby certifies that attached hereto is a true and correct copy of the original Resolution No. 2013-111, a resolution approving a platting variance to defer park dedication fees until the issuance of a building permit at 401 West 86th Street, Bloomington, Minnesota. Passed and adopted October 7, 2013. This resolution is on file in the office of the City Clerk, City of Bloomington, Minnesota.


Janet K. Lewis

Janet K. Lewis, CMC, City Clerk

Dated this 11th day of October, 2013.

RESOLUTION NO. 2013- 111

A RESOLUTION APPROVING A PLATTING VARIANCE TO DEFER PARK DEDICATION FEES UNTIL THE ISSUANCE OF A BUILDING PERMIT AT 401 WEST 86TH STREET, BLOOMINGTON, MINNESOTA

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, an application has been filed on behalf of 401 & 405, LLC, the owners of the premises located at 401 West 86th Street, and legally described as follows:

Lot 1, Block 1, M-M Development 2nd Addition, Hennepin County, Minnesota;

For a platting variance from the City Code to defer park dedication fees until the issuance of building permit.

WHEREAS, the Planning Commission has reviewed said request at a duly called public meeting and recommends approval.

WHEREAS, the City Council is empowered to approve platting variances to provisions of the City Zoning Ordinance when such variances are in harmony with the general purpose and intent of the Zoning Ordinance, are consistent with the Comprehensive Plan, and when the applicant has established that there are practical difficulties in complying with the Zoning Ordinance.

WHEREAS, the City Council has considered the report of the City staff, the findings and recommendation of the Planning Commission, the comments of persons speaking regarding the proposed platting variance and the factors in Bloomington City Code Section 22.07(d) (1-5) and has found as follows:

- (1) An unusual hardship exists that justifies the platting variance;
 - Typically a plat application is submitted in conjunction with a development. Since the purchasing entity is made up of two parties, the owners request a subdivision to convey the land before plans are prepared for a potential development. The absence of a development application results in park dedication fees based on site development to peak capacity. By deferring the park dedication fees until the time of building permit, it allows a park dedication amount to be applied that is commensurate with the proposed development.
- (2) The unusual hardship is not the result of actions of the applicant;
 - Since the purchasing entity is made up of two separate property owners, the subdivision approval is essential to assure plans can be prepared for the new lots. The hardship of gaining assurance of the net land available for each property owner prior to development of final site and building plans is not the result of actions by the property owners.
- (3) The platting variance requested is the minimum variance necessary to address the unusual hardship;
 - The variance request is the minimum variance necessary to defer collection of park dedication fees to when the scale of development is known. This request defers the calculation and payment until the issuance of a building permit. At that time, the park dedication requirements will be fulfilled.
- (4) The platting variance will not conflict with the purpose and intent of the City Code; and
 - The purpose and intent of the park dedication fees will still be implemented. The request is only to defer the calculation and payment until the issuance of a building permit. At that time, the park dedication requirements will be fulfilled.
- (5) The platting variance will not have a substantially detrimental impact on neighboring property owners or the public welfare;
 - The variance will not have an impact on neighboring property owners or public welfare, as the park dedication fees will be paid at the time a building permit is issued.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON IN REGULAR MEETING ASSEMBLED:

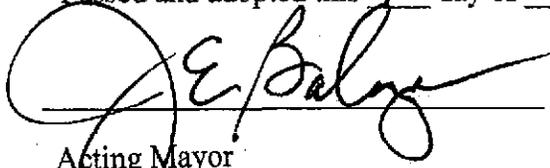
- A. That the affirmative findings of the Planning Commission are adopted by the City Council;
- B. That the platting variance shall expire if not used or applied in accordance with the provisions of City Code Section 22.07(e);
- C. That the requested platting variance is approved, subject to the following condition:

1) Park dedication must be paid in cash prior to the issuance of a building permits; and subject to the following Code Requirement:

- 1) The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

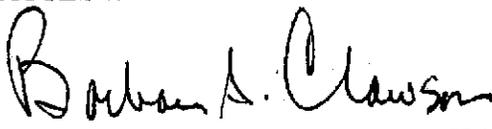
D. That additional platting variance documents relating to the subject premises will be available for inspection pursuant to Minnesota Statutes Section 462.36, Subd. 1, through the Bloomington City Planning Office.

Passed and adopted this 7th day of October, 2013.



Acting Mayor

ATTEST:



Secretary to the Council

RESOLUTION NO. 2013- 111

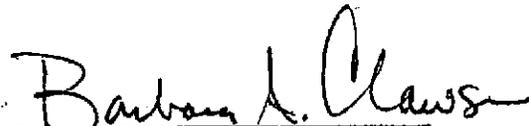
The attached resolution was adopted by the City Council of the City of
Bloomington on October 7, 2013.

The question was on the adoption of the resolution, and there were 5 YEAS
and 0 NAYS as follows:

CITY OF BLOOMINGTON COUNCILMEMBERS:	YEA	NAY	OTHER
Gene Winstead	_____	_____	_____✓
Jack Baloga	_____✓	_____	_____
Tim Busse	_____	_____	_____✓
Tom Hulting	_____✓	_____	_____
Karen Nordstrom	_____✓	_____	_____
Steve Peterson	_____✓	_____	_____
Vern Wilcox	_____✓	_____	_____

RESOLUTION ADOPTED.

ATTEST:



 Secretary to the Council

Transfer Entered

Jul 5, 2016 12:10 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



Doc No T05359687

Certified, filed and/or recorded on
Jul 5, 2016 12:10 PM

Office of the Registrar of Titles
Hennepin County, Minnesota
Martin McCormick, Registrar of Titles
Mark Chapin, County Auditor and Treasurer

Deputy 98	Pkg ID 1410644C
Attested Copy or Duplicate Original	\$2.00
Document Recording Fee	\$46.00
Multiple Certificates Affected Fee	\$20.00
Document Total	\$68.00

Existing Certs

1177937, 1379233

EASEMENT AGREEMENT

30th THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this day of June, 2016, by and between MOONVIEW PROPERTIES II LLC, a Minnesota limited liability company ("Moonview II"), and MOONVIEW 86TH STREET, L.L.C., a Minnesota limited liability company ("Moonview 86th").

WHEREAS, Moonview II is the owner of the property located at 8609 Harriet Avenue South, Bloomington, Hennepin County, Minnesota, 55420, which property is legally described in Exhibit A attached hereto and incorporated by reference herein (the "Moonview II Property"); and

WHEREAS, Moonview 86th is the owner of the property located at 405 West 86th Street, Bloomington, Hennepin County, Minnesota 55420, which property is legally described in Exhibit B attached hereto and incorporated by reference herein (the "Moonview 86th Property"); and

WHEREAS, Moonview 86th desires to obtain a utility easement across that certain portion of the Moonview II Property legally described in Exhibit C attached hereto and incorporated by reference herein and as depicted in Exhibit D attached hereto and incorporated by reference herein (the "Utility Easement Area") and Moonview II is willing to grant such easement to Moonview 86th, on the terms and conditions hereinafter set forth; and

WHEREAS, Moonview II and Moonview 86th desire to grant each other reciprocal access easements for the purpose of providing vehicular and pedestrian ingress and egress access over and across those portions of the Moonview II Property and the Moonview 86th Property legally described in Exhibit E attached hereto and incorporated by reference herein and as depicted in Exhibit F attached hereto and incorporated by reference herein (the "Access Easement Area") and each party is willing to grant such easements on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the easements granted herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Moonview II and Moonview 86th hereby covenant and agree as follows:

1. Recitals. All of the Recitals set forth above are hereby incorporated into the body of this Agreement as though restated herein.
2. Utility Easement. Moonview II hereby grants, conveys and establishes for the benefit of the Moonview 86th Property a perpetual, non-exclusive easement in order to allow the owner of the Moonview 86th Property access to and the installation, use and improvement of the storm line, storm sewer and other utility facilities located in the Utility Easement Area (the "Utility Easement").
3. Access Easements. Moonview II and Moonview 86th hereby grant, convey and establish for the benefit of the Moonview II Property and the Moonview 86th Property reciprocal

non-exclusive easements in, over and across the Access Easement Area for reasonable vehicular and pedestrian ingress and egress between the Moonview II Property and the Moonview 86th Property and the private roadways and to West 86th Street which abuts the Moonview II Property and the Moonview 86th Property (the "Access Easement"). The Access Easement may be terminated if either the Moonview II Property or the Moonview 86th Property is transferred, conveyed, or leased by the current owners of Moonview II or Moonview 86th to parties who are not affiliated with the current owners of these entities.

4. Maintenance and Cost Obligations of Utility Easement Area and Access Easement Area. Each party shall be responsible for the costs of operating, maintaining, repairing and replacing that portion of the Utility Easement Area and the Access Easement Area located on its respective property in good order, condition and repair.

5. Indemnification and Insurance.

- (a) Utility Easement Area. Moonview 86th shall indemnify and hold Moonview II harmless from and against all claims, lawsuits, costs, expenses, damages and liabilities (including reasonable attorneys' fees and costs) arising or resulting from Moonview 86th's use of the Utility Easement Area including, without limitation in any way, to the extent arising out of (i) the use, maintenance, repair, replacement or restoration of the Utility Easement or the Utility Easement Area, except to the extent caused by the gross negligence, willful misconduct, breach of this Agreement or violation of applicable laws by Moonview II, anyone claiming under Moonview II or any of its respective employees, agents, representatives, contractors and/or subcontractors, and (ii) the filing or potential filing of any mechanic's or materialman's lien or other proceeding (including, without limitation, any lis pendens) against any real property in connection with any work or activity by Moonview 86th or anyone claiming under Moonview 86th. Moonview 86th shall maintain its own commercial general liability insurance against claims on account of bodily injury or death and property damage incurred upon or about the Utility Easement Area resulting from Moonview 86th's use of the Utility Easement in amounts deemed prudent and reasonable under the circumstances. Notwithstanding anything to the contrary contained herein, the parties hereby release one another and their respective agents from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property or liability insurance within the Utility Easement Area or resulting from Moonview 86th's use of the Utility Easement to the amount of insurance proceeds received, even if such loss or damage was caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- (b) Access Easement Area. Each party shall indemnify and hold the other party harmless from and against all claims, lawsuits, costs, expenses, damages or liabilities (including reasonable attorneys' fees and costs)

arising or resulting from any occurrence within the indemnifying party's property including, without limitation in any way, to the extent arising out of (i) the possession, use, occupancy, maintenance or control of the Access Easement Area, except to the extent caused by the gross negligence, willful misconduct, breach of this Agreement or a violation of applicable laws by such non-indemnifying party, anyone claiming under such non-indemnifying party or any of their respective employees, agents, representatives, contractors and/or subcontractors, and (ii) the filing or potential filing of any mechanic's or materialman's lien or other proceeding (including, without limitation, any lis pendens) against any real property in connection with any work or activity by such indemnifying party or anyone claiming under such non-indemnifying party. Moonview II and Moonview 86th shall each maintain their own commercial general liability insurance against claims on account of bodily injury or death and property damage incurred upon or about the Access Easement Area in amounts deemed prudent and reasonable under the circumstances. Notwithstanding anything to the contrary contained herein, the parties hereby release one another and their respective agents from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property or liability insurance within the Access Easement Area to the amount of insurance proceeds received, even if such loss or damage was caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

6. Survival. The indemnities, covenants and warranties set forth in this Agreement shall survive the assignment, termination, release or expiration of this Agreement, but only as to the acts or omissions of the parties prior to the termination, release or expiration of this Agreement and shall be the binding obligation of both parties, their administrators, successors and assigns from time to time in ownership of the Moonview II Property or the Moonview 86th Property except as previously stated in Section 3 above.

7. No Public Dedication. No provision of this Agreement and no easement granted herein shall be constructed or deemed a dedication of any rights to the general public or for any public use whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to the purposes herein expressed.

8. Notices. All notices and communications required, necessary or desired to be given pursuant to this Agreement shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial, overnight courier) or three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid and addressed to the owner of record of either the Moonview II Property or the Moonview 86th Property, at the mailing address on record with the Hennepin County Treasurer, as may be applicable.

9. Binding Effect; Applicable Law. Except as set forth in Section 3 above, the terms of this Agreement shall run with the land described herein and shall not be terminated. This

Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

10. Default; Failure to Perform; Self-Help Remedy. If a party fails to perform or comply with any term, condition or obligation of this Agreement, and such failure continues for thirty (30) days after receipt of written notice from any other party (or such long period as may be reasonable under the circumstances if the failure cannot be cured within thirty (30) days and the party failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the party failing to perform shall be in default of this Agreement. Upon such default, the party providing written notice hereunder may proceed to cure the default by payment or performance. The defaulting party shall immediately reimburse the party curing the default for all reasonable costs and expenses incurred to cure the default. The thirty (30) day notice period shall not be required in the event of an emergency condition, in which event the party curing the default shall give whatever notice is reasonable under the circumstances. Nothing contained in this Section shall create any obligation on the part of any party to exercise the rights granted herein or perform another party's obligations.

11. Miscellaneous. This Agreement may be amended only by a written instrument signed by both parties. No delay or omission of any party in exercising any right under this Agreement shall operate as a waiver of such right. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and any and all prior writings, representations, and negotiations with respect to such subjects are superseded by this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall be effective when each party has signed one or more counterparts and delivered it to the other party. It is the intention of the parties that the uses and easements herein specified are granted without divesting the rights of either party to use and enjoy the Utility Easement Area and the Access Easement Area existing on such party's real property, subject only to the rights granted to the other party to use the same for the purposes herein expressed. If an owner brings an action to enforce and interpret this Agreement, the prevailing owner (or its assignee) in such action shall be entitled to recover reasonable attorneys' fees and court costs, in addition to any other relief granted.

12. Modification; Merger Not Intended. This Agreement may be amended, modified, or terminated at any time by an Agreement in writing, executed and acknowledged by the parties hereto. Common ownership of any parcel shall not cause this Agreement to be extinguished by operation of merger in whole or in part.

13. Rights of Lenders. No provision of this Agreement shall in any way defeat or render invalid the lien of any mortgage, deed of trust, or other similar consensual security instrument entered into in good faith and for valuable consideration, whether presently in existence or recorded in the future against any parcel encumbered by this Agreement; however, any lien of this type will be subordinate and subject to the provisions of this Agreement. If any parcel or portion thereof is purchased in connection with the foreclosure of a mortgage or security instrument or is conveyed to the party so secured in lieu of foreclosure, any person so acquiring or purchasing and its successors and assigns will hold any and all real property so purchased or acquired subject to the provisions of this Agreement.

MOONVIEW 86TH STREET, L.L.C., a
Minnesota limited liability company

By: *[Signature]*
Its: *RCS.*

STATE OF MINNESOTA)
) ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 30th day of June, 2016, by David Kopfmann, the President of Moonview 86th L.L.C., a Minnesota limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public

This instrument was drafted by:
Felhaber Larson (RCS)
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402
(612) 339-6321

EXHIBIT A**LEGAL DESCRIPTION OF THE MOONVIEW II PROPERTY**

The South 150 feet of the following described premises: The North 1/2 of that part of the Northwest Quarter of the Northwest Quarter of Section 10, Township 27, Range 24 described as follows: Commencing at a point in the North line of said Northwest Quarter of the Northwest Quarter distant 512.5 feet Westerly from the Northeast corner thereof; thence Southerly 580.8 feet parallel with the East line of said Northwest Quarter of the Northwest Quarter; thence Westerly 145.7 feet more or less to the West line of the East half thereof; thence Northerly 580.8 feet along said West line to the North Line of said Northwest Quarter of Northwest Quarter; thence Easterly along the North line 145.7 feet more or less to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE MOONVIEW 86TH PROPERTY

Lot1, Block 1, M-M Development 3rd Addition, Hennepin County, Minnesota.

EXHIBIT C

LEGAL DESCRIPTION OF THE UTILITY EASEMENT AREA

A 20 foot wide easement for utility purposes over, under and across the following described property:

The South 150 feet of the North 290.4 feet of the East half of the Northwest Quarter of the Northwest Quarter of Section 10, Township 27, Range 24, Hennepin County, Minnesota lying West of the East 512.5 feet thereof.

The centerline of said 20 foot easement is described as beginning at a point on the West line of said property 21.0 feet North from the Southwest corner of said property; thence running Easterly to a point on the East line of said property 27.0 feet North from the Southeast corner of said property and said centerline there terminating.

Excepting therefrom the Westerly 30 feet of the above described property now known as Harriet Avenue South.

EXHIBIT E

LEGAL DESCRIPTION OF THE ACCESS EASEMENT AREA

A 20 foot wide vehicular access easement over and across the South 20 feet of the North 75.4 feet of the following described property:

The South 150 feet of the North 290.4 feet of the East half of the Northwest Quarter of the Northwest Quarter lying West of the East 52.5 feet thereof; except therefrom the westerly 30 feet now known as Harriet Avenue South.



October 8, 2013

Michael Rancone
1156 Delaware Avenue
West St. Paul, MN 55118

David Kopfmann
401 and 405 LLC
8609 Harriet Avenue
Bloomington, MN 55420

RE: Case 8577ABC-13
401 West 86th Street

Gentlemen:

At its regular meeting of October 7, 2013, the City Council adopted a resolution approving the platting variance to defer park dedication for the plat of M-M DEVELOPMENT 3RD ADDITION at 401 West 86th Street (Case 08577A-13), subject to the following condition:

- 1) Park dedication must be paid in cash prior to the issuance of a building permits;

and subject to the following Code Requirement:

- 1) The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

Also, at its regular meeting of October 7, 2013, the City Council approved the preliminary plat and adopted a resolution approving the final plat of M-M DEVELOPMENT 3RD ADDITION at 401 West 86th Street (Case 8577BC-13), subject to the following conditions:

- 1) Park dedication must be paid in cash prior to the issuance of a building permits;
- 2) A title opinion or title commitment that accurately reflects the state of the title of the property being platted, dated within the past 6 months, must be provided;
- 3) Consent to plat forms must be provided for any mortgage companies with property interest;
- 4) Standard drainage and utility easements must be provided as follows: 10-feet along all street frontage and 5-feet along all interior lot lines, unless deemed unnecessary by the City Engineer;
- 5) Standard 10-foot sidewalk bikeway easement must be provided along West 86th Street;

and subject to the following Code requirement:

- 1) The property must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of footing and foundation or building permits (22.03(a)(2)).

Should you have any questions regarding this action, please contact Dennis Fields, Planner at (952) 563-8925.

Sincerely,



Glen Markegard,
Planning Manager

cc: Gregory Sweet
FMS Corporation
8635 Harriet Avenue
Bloomington, MN 55420