REQUEST FOR CITY COUNCIL ACTION

Agenda Date: **9/28/2015**
Agenda Item: 14.c

Department Approval | City Manager Approval

Item Description: Approval of a Preliminary Plat at Rosedale Center

APPLICATION INFORMATION

Applicant:	Jones Lang LaSalle (JLL)
Location:	1700 County Road B2 and 1705 Highway 36
Property Owner:	Compass Retail, Inc. and J. C. Penney Property, Inc 496
Open House Meeting:	None required (plat yields fewer than 4 lots)
Application Submission:	Received on August 7, 2015; considered complete on August 13, 2015
City Action Deadline:	October 6, 2015

GENERAL SITE INFORMATION

Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Retail and parking lot	RB	RB
North	Retail – Rosedale Commons and Crossroads of Roseville	RB	RB
West	Retail – Rosedale Marketplace and Fairdale Shoppes	RB	CMU
East	Snelling Avenue, DOT Water's Edge, and Cedarholm GC	O/PR	O/BP/PR
South	HWY 36, Rosewood Village, Sienna Green, Rosedale Towers, and retail	HR/O	HDR-1/O/BP

Natural Characteristics: The site is fully developed with a regional mall, parking lots/structures, some trees and landscaping, and has varying elevation.

History: In January 2000, the City amended the Shopping Center District to include more detailed site development standards; specifically, it regulated 24-hour uses within 300 feet of residentially zoned property. In addition, the amendment established a Planned Unit Development on all properties zoned Shopping Center District.

In 2004, the Shopping Center zone requirements were amended by ordinance #1304. This amendment redefined the floor area ratio of occupiable building to land area as 1:1. (1 square foot of building to 1 square foot of land area). It also provided for a height of 3 stories above the main entry level.

Planning File 3608: In 2005, the City approved Planned Unit Development #3608 for the lifestyle wing that replaced the former Mervyn's of California anchor.

PROJ0004 - Comprehensive Plan: In 2009, the City adopted a new Comprehensive Plan, which identified the Rosedale retail area as Regional Business.

PROJ0017 – Zoning Code Rewrite: In 2010, the City of Roseville rezoned the City and adopted a new Zoning Code. Rosedale was zoned to Regional Business District and the PUD, as a development tool, was eliminated from the Code; however, amendments of existing PUD's approvals/agreements remained.

PLANNING COMMISSION ACTION: On September 2, 2015, the Planning Commission unanimously recommended approval of the proposed preliminary plat, subject to certain conditions.

PROPOSAL

Jones Lang LaSalle (JLL) proposes to create a new lot, consolidate their existing 3 lots, and modify the size of the J.C. Penney lot, all in order to facilitate a 141,000 sq. ft. retail addition, a 450-stall parking deck, and up to 5 - 7,000 to 8,000 sq. ft. commercial building pad sites. Since the proposal affects the former Planned Unit Development #3608, its legal description and components of the agreement are required to be amended. It is worth noting here that in December 2010, the City eliminated the PUD as a development tool within the Zoning Code. Regarding the possible tenants in the addition and out-parcels, it is our understanding that the tenant mix is confidential and/or unknown.

When exercising the so-called "quasi-judicial" authority on a plat request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the application meets the relevant legal standards and will not compromise the public health, safety, and general welfare, then the applicant is likely entitled to the approval. The City is, however, able to add conditions to a plat approval to ensure that the likely impacts to parks, schools, roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed. Proposals may also be modified to promote the public health, safety, and general welfare, and to provide for the orderly, economic, and safe development of land, and to promote housing affordability for all levels.

PRELIMINARY PLAT ANALYSIS

The proposed preliminary plat seeks to create Lot 1, Block 1, Rosedale Fifth Addition, which modifies the size of the J.C. Penney lot so that there is a no net loss of land area. The proposal also creates Lot 2, Block 1, Rosedale Fifth Addition, which will serve as the lot on which the new retail building will be constructed. The proposal also creates Lot 3, Block 1, Rosedale Fifth Addition, which is the combination of the remaining JLL lots into a new single property.

Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the minimum size requirements of the zoning code, that adequate streets and other public infrastructure are in place or identified and constructed, and that storm water is addressed to prevent problems either on nearby property or within the storm water system. As a PRELIMINARY PLAT of a regional business-zoned property, neither the zoning nor subdivision codes establish minimum requirements for area or width of lots, but the proposal is subject to the easement standards and park dedication of the subdivision code, established in Chapter 1103 (Design Standards) of the City Code.

The proposed PRELIMINARY PLAT memorandum that went to the Planning Commission is included with this report as RCA Exhibit A.

Roseville's Public Works Department staff has been working with the applicant to address the typical public needs related to overall site grading and attending to storm water management requirements. Regarding easements, no additional utility and drainage easements will be necessary on Lot 1 and 3, and the Public Works staff will not be requiring easements on the new Lot 2, given the uniqueness of the development.

City Code specifies that an approved tree preservation plan is a necessary prerequisite for approval of a preliminary plat, however, the proposed new lot area of Rosedale Mall does not include any trees. Therefore, the Planning Division is waiving this requirement for the platting process. A tree preservation plan will be required as a component of the parking deck permit application coming forward for review and approval in the future.

Given some recent building code issues on other developments, Roseville's building official recommended that the project architect review the proposed lot and building placement with regard to Section 503, Area Limitations, and 705.8, Allowable Area or Openings, of the 2015 Minnesota State Building Code to make sure the lot is appropriately sized and the design of structure meets all applicable requirements. Should it be determined that additional lot area is necessary, the lot could potentially increase from its current preliminary size.

On September 1, 2015, the Roseville Park and Recreation Commission voted to recommend cash in lieu of land dedication for the 2.1 acre lot at the 7% fair market value or a payment, due to the City at the time of plat release for recording, of $102,300.

Roseville's Development Review Committee (DRC) met on August 13 and 20, 2015, to discuss this application. All of the feedback from members of the DRC is incorporated into the above comments pertaining to the zoning and subdivision codes and engineering requirements.

PUBLIC COMMENT

The public hearing for this application was held by the Planning Commission on September 2, 2015; draft minutes of the public hearing are included with this report as RCA Exhibit B. Several Planning Commissioners asked staff for clarification regarding a number of items. Commissioner Stellmach asked staff to explain traffic mitigation and whether this project would incorporate improvements to bicycle and pedestrian access in this area. Commissioner Murphy asked for clarification on the parking ramps. Chair Boguszewski asked staff to review their Condition "B" in more detail and the possible use for additional stormwater management for the broader area. City Planner Paschke and Public Works Director Culver provided responses to these questions.

The Planning Commission voted 5-0 to recommend approval of the requested preliminary plat and PUD Amendment subject to the conditions of each request listed in the RPCA dated September, 2, 2015.

RECOMMENDED ACTION

By motion, recommend approval of the proposed preliminary plat of Lots 1, 2, and 3, Block 1, Rosedale Fifth Addition at 1700 County Road B2 and 1705 Highway 36, based on the comments and findings of this report, and subject to the following conditions:

a. The Public Works Department shall approve easements, grading and drainage, storm water management, and utility requirements as necessary to meet the applicable standards prior to the approval of the final plat or issuance of permits for site improvements;

b. Storm water improvements will be approved by the City Engineer prior to the issuance of a building permit for the leasable space. The City may work with the developer and the watershed district to provide additional storm water management that benefits a broader area of the City;

c. Permits for site improvements shall not be issued without evidence of an approved permit from the watershed district;

d. The City Engineer, Ramsey County, and MnDOT shall all approve the traffic management plan and improvements prior to the recording of the final plat. There may be some required traffic mitigation costs, which are associated with these improvements, to be paid by the developer;

e. A payment in lieu of park dedication in the amount of $102,300 is due at the time of plat mylar release for recording at Ramsey County.

SUGGESTED CITY COUNCIL ACTION

Pass a motion approving the PRELIMINARY PLAT covering the properties addressed as 1700 County Road B2 and 1705 Highway 36, based on the comments and findings, and the recommendation of the Planning Commission.

ALTERNATIVE ACTIONS

Pass a motion to table the item for future action. Tabling beyond October 6, 2015, for preliminary plat may require an extension of the action deadline.

By motion, recommend denial of the proposed Preliminary Plat. A recommendation to deny should be supported by specific findings of fact based on the City Council's review of the application, applicable zoning or subdivision regulations, and the public record.

Prepared by: City Planner Thomas Paschke 651-792-7074 | thomas.paschke@cityofroseville.com
Attachments: A: RPCA of 090215 B: Draft PC minutes

Attachment A

ROSEVILLE

REQUEST FOR PLANNING COMMISSION ACTION

Agenda Date: **9/2/2015**
Agenda Item: **5a**

Division Approval

Agenda Section
PUBLIC HEARINGS

Item Description: Request for approval of a preliminary plat and amendment of Planned Unit Development Agreement 3608 **(PF15-019)**

APPLICATION INFORMATION

Applicant:	Jones Lang LaSalle (JLL)
Location:	1700 County Road B2 and 1705 Highway 36
Property Owner:	Compass Retail, Inc. and J. C. Penney Property, Inc 496
Open House Meeting:	None required (plat yields fewer than 4 lots)
Application Submission:	Received on August 7, 2015; considered complete on August 13, 2015
City Action Deadline:	October 6, 2015, for PUD Amendment and December 4, 2015, for preliminary plat

GENERAL SITE INFORMATION

Land Use Context

	Existing Land Use	**Guiding**	**Zoning**
Site	Retail and parking lot	RB	RB
North	Retail – Rosedale Commons and Crossroads of Roseville	RB	RB
West	Retail – Rosedale Marketplace and Fairdale Shoppes	RB	RB
East	Snelling Avenue, DOT Water's Edge, and Cedarholm GC	O/PR	O/BP, PR
South	HWY 36, Rosewood Village, Sienna Green, Rosedale Towers, and retail	HR/O	HDR-1, O/BP

Natural Characteristics: The site is fully developed with a regional mall, parking lots/structures, some trees and landscaping, and has varying elevation.

History: In January 2000, the City amended the Shopping Center District to include more detailed site development standards: specifically, it regulated 24-hour uses within 300 feet of residentially zoned property. In addition, the amendment established a Planned Unit Development the included each existing site zoned Shopping Center District.

In 2004, the Shopping Center zone requirements were amended by ordinance #1304. This amendment redefined the floor area ratio of occupiable building to land area as 1.0. (1 square foot of building to 1 square foot of land area). It also provided for a height of 3 stories above the main entry level.

Planning File 3608: (2005) Planned Unit Development approval for the lifestyle wing that replaced the former Mervyn's of California anchor.

PROJ0004 - Comprehensive Plan: In 2009, the City adopted a new Comprehensive Plan, which identified the Rosedale retail area as Regional Business.

PROJ0017 – Zoning Code Rewrite: In 2010, the City of Roseville rezoned the City and adopted a new Zoning Code. Rosedale was zoned to Regional Business District and the PUD, as a development tool, was eliminated from the Code; however, amendments of existing PUD's approvals/agreements remained.

LEVEL OF CITY DISCRETION IN DECISION-MAKING

Action taken on a plat request is **quasi-judicial** and action on a planned unit development is **legislative**; the City's role is to determine the facts associated with the request, and weigh those facts against the legal standards contained in State Statute and City Code.

PROPOSAL

Jones Lang LaSalle (JLL) proposes to create a new lot, consolidate their existing 3 lots, and modify the size of the J.C. Penney lot, all in order to facilitate a 141,000 sq. ft. retail addition, a 450-stall parking deck, and up to 5 - 7,000 to 8,000 sq. ft. commercial building pad sites. Since the proposal affects the former Planned Unit Development #3608, its legal description and components of the agreement are required to be amended. It is worth noting here that in December 2010, the City eliminated the PUD as a development tool within the Zoning Code. However, improvements such as those contemplated by JLL do trigger an amendment, which is covered under the current fee structure approved by the City Council. Regarding the possible tenants in the addition and out-parcels, it is our understanding that the tenant mix is confidential.

When exercising the so-called "quasi-judicial" authority on a plat request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the application meets the relevant legal standards and will not compromise the public health, safety, and general welfare, then the applicant is likely entitled to the approval. The City is, however, able to add conditions to a plat approval to ensure that the likely impacts to parks, schools, roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed. Proposals may also be modified to promote the public health, safety, and general welfare, and to provide for the orderly, economic, and safe development of land, and to promote housing affordability for all levels.

PRELIMINARY PLAT ANALYSIS

The proposed preliminary plat seeks to create Lot 1, Block 1, Rosedale Fifth Addition, which modifies the size of the J.C. Penney lot so that there is a no net loss of land area. The proposal also creates Lot 2, Block 1, Rosedale Fifth Addition, which will serve as the lot on which the new retail building will be constructed. The proposal also creates Lot 3, Block 1, Rosedale Fifth Addition, which is the combination of the remaining JLL lots into a new single property.

Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the minimum size requirements of the zoning code, that adequate streets and other public infrastructure are in place or identified and constructed, and that storm water is addressed to prevent problems either on nearby property or within the storm water system. As a PRELIMINARY PLAT of a regional business-zoned property, neither the zoning nor subdivision codes establish minimum requirements for area or width of lots, but the proposal is subject to the easement standards and park dedication of the subdivision code, established in Chapter 1103 (Design Standards) of the City Code.

The proposed PRELIMINARY PLAT documentation is included with this report as Attachment C.

Roseville's Public Works Department staff has been working with the applicant to address the typical public needs related to overall site grading and attending to storm water management requirements. Regarding easements, no additional utility and drainage easements will be necessary on Lot 1 and 3, and the Public Works staff will not be requiring easements on the new Lot 2, given the uniqueness of the development.

City Code specifies that an approved tree preservation plan is a necessary prerequisite for approval of a preliminary plat, however, the proposed new lot area of Rosedale Mall does not include any trees. Therefore, the Planning Division is waiving this requirement for the platting process. A tree preservation plan will be required as a component of the parking deck permit application coming forward for review and approval in the future.

Given some recent building code issues on other developments, Roseville's building official recommended that the project architect review the proposed lot and building placement with regard to Section 503, Area Limitations, and 705.8, Allowable Area or Openings, of the 2015 Minnesota State Building Code to make sure the lot is appropriately sized and the design of structure meets all applicable requirements. Should it be determined that additional lot area is necessary, the lot could potentially increase from its current preliminary size.

As of the printing of this report there has not been a determination reached regarding park dedication. It is assumed that a payment in lieu of land dedication will be required.

Roseville's Development Review Committee (DRC) met on August 13 and 20, 2015, to discuss this application. All of the feedback from members of the DRC is incorporated into the above comments pertaining to the zoning and subdivision codes and engineering requirements.

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT ANALYSIS

PUD #3608 was approved by the City Council in 2005 to allow a 132,679 sq. ft. 2-story easterly expansion of the Mall. The expansion was added to the east end of the former Mervyn's store and included 63,679 sq. ft. of shops and restaurants as well as a 69,000 sq. ft., 14-screen theater. The project also included the remodeling of the former Mervyn's structure into additional shops, revised on-site parking, and revamped the main drive lane (ingress/egress) from County Road B2.

The 2015 amendment proposal includes the construction of a 450-space parking deck that crosses property lines, a new 141,000 sq. ft. retail building, up to 5 commercial pads for future 7,000 to 8,000 sq. ft. commercial buildings, associated parking lot revisions/enhancements, and revised storm water management for the project.

LEGAL DESCRIPTION ANALYSIS

The Plaza, the common name of the 2005 lifestyle center development, consisted of three specific lots owned by JLL, described below:

Lot 4, Block 1, Rosedale Center Fourth Addition
(Torrens Property – Certificate of Title No. 375111**)**

Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and Lot 7, Block 5, Leinen Heights Number 2
(Torrens Property – Certificate of Title No. 375111**)**

That part of Lot 3, Block 1, Rosedale Center Fourth Addition, that overlies Lot 6 and Lot 7, Block 5, Leinen Heights Number 2
(Abstract Property**)**

Since the above three lots or the remaining portions thereof are being combined into a single lot for the 2015 amendment, a new lot is being created for the retail addition, and the J.C. Penney lot is being modified to have no net loss of land area. The PUD Agreement's legal description must then change to the following:

Lot 1, 2, and 3, Block 1, Rosedale Center Fifth Addition

PUD AGREEMENT ANALYSIS

As stated previously, PUD #3608 covered the 2005 Plaza addition as well as associated site and building improvements and enhancements. The proposal being sought through this amendment calls for the construction of a new 450-space parking deck that crosses property lines, construction of a new 141,000 sq. ft. retail building, the addition of up to 5 commercial pads for 7,000 to 8,000 sq. ft. commercial buildings, and associate parking lot, storm water, and site improvements.

PUD Agreement #3608 includes a number of items that specify what, where, and how development is to occur. These specific sections will be revised in order to support the proposed 2015 changes being sought by JLL. Below is a brief review of the sections and the changes necessary to support the proposed project:

Use – Permitted: This section identifies what uses are allowed on each lot and what may or may not be allowed in the future. In the case of the Plaza, it was identified as a Shopping Center District, which no longer exists in our Zoning Code. This section will be revised to address a broader allowance and identify the existing Regional Business District; it will also specifically note any subsequent changes in zoning for the site. The section also identified the project specifications through exhibits (development plans) that assisted in identifying the perimeters for development.

The Regional Business District will be noted as will the proposed project of 141,000 sq. ft. retail addition, 450-vehicle parking deck, up to 5 additional outlot developments, and associated site enhancements/improvements. Reuse of additional developments will also be addressed in this section.

Building Setbacks: This area describes the details of building setbacks for each development. It is anticipated that all lots will allow flexible setbacks between 0 and 10 feet.

Off-Street Parking Lot Setbacks: This section describes the parking lot limitations, which staff will craft according to the proposed plans.

Building Height and Design – Proposed Development: This section will describe the proposed 141,000 sq. ft. retail addition, the parking deck, and future outlot developments, which will need to meet certain aspects of the Design Standards section of 1005.02. These include vertical and horizontal façade articulation, window and door openings, four-sided design, maximum building length, and rooftop mechanical equipment As for building height, the Regional Business District limits height to 65 feet, however it is anticipated that the addition will be more in keeping with a 3-story addition, similar to the existing theater and anchor tenants.

Building Materials: The Planning Division will be seeking to establish a pallet of materials for the main building addition and parking deck that are consistent with regional mall development and most likely will allow the outlot development to meet Section 1005.01.F Materials, to afford a broader selection that is consistent with out-parcel developments.

Parking Requirements: The existing PUD addressed parking in the following manner: *Upon completion of the proposed redevelopment of the former Mervyn's Department Store into a "life style center" addition and a 2550 seat theater, Rosedale Mall will contain 1,071,702 sq. ft. of gross area of which 896,150 sq. ft. is net leasable retail area requiring (per City Code) 4,480 spaces and the 2500 seat theater adds a required 833 spaces (per City Code) for a total on-site parking requirement (including the "amendment area") of 5,314 parking spaces. As of this date the entire shopping center has 5,759 on-site parking spaces.*

Tenant	**Gross sq. ft.**	**Non-retail sq. ft.**	**Net Retail sq. ft.**	**Required Parking**
Marshall Fields	259,453	20,254	239,199	1,196
Herberger's	138,721	32,700	106,021	530
J.C. Penny's	155,916	36,456	119,460	598
Proposed Retail 2005	123,708	18,556 (15%)	105,152	525
Interior Mall	393,904	67,586 (15%)	326,318	1,630
Rosedale Mall Total:	**1,071,702 sq. ft.**	175,552 sq. ft.	**896,150 sq. ft.**	**4,481**
Theater (1space /3 seats)	2500 seats			833
Total Parking Required (NET)				**5,314**
Gross Lease Area	1,151,063 sq. ft.			5,755
Parking Provided (GROSS)				**5,759**
Bonus or Surplus				**445**

In 2010, the City created new parking and loading requirements with the addition of Section 1019, Parking and Loading Areas, into the Zoning Code. These new requirements generally reduced the number of on-site parking stalls for most uses. The City Planner has estimated the required parking based on the current Code in the table below. This is only an estimate, as the City Planner still needs to confirm all sit-down restaurant square footages to be removed from the Plaza and Mall interior totals and then added back into the table as sit-down restaurants per the different requirements of Table 1019.01. Staff anticipates the Rosedale will continue to have an overall surplus number of parking spaces when the requirements are finalized. The table below includes a parking requirement range for out-parcels, since it is unknown whether they will be retail, restaurant, or office. The total required parking includes the higher parking requirement.

Tenant	Gross Floor Area (gfa)	Required Parking
Macy's	259,453	798
J.C. Penney	155,916	480
Herberger's	138,721	427
The Plaza	123,708	381
Interior mall	393,904	1,212
2015 Proposal	141,000	434
Proposed out parcel Developments (5)	35,000-40,000	150-500
AMC Theater	2,500 seats	625
Total Required Parking		4,857
Parking Currently Provided		5,759

The next area of the PUD is a section discussing the overall development conditions. Here, staff will revise and renumber the sub-sections to better address current Code requirements and aspects of the proposed development that require heightened attention. The areas of focus in the current PUD include Mitigation of Impact of Adjacent Uses, Storage, Site Constriction and Fencing, Landscaping and Landscape Guarantee, Trash Handling, Service and Delivery, Off-Street Parking, Signage, Lighting, Anticipated Development Schedule, and Transit. Since the Zoning Code was amended in 2010, some of these items have changed both in regulation, as well as title, and the Planning Division will assess whether other items need to be incorporated into the amended PUD as it moves forward.

Another component of this proposal deals with traffic generation. JLL had their consultant complete a traffic study that has been provided to the City Engineer for review. Generally, the proposed addition and out lots are generating few new trips to the mall, however, the volumes generated do impact some of the existing intersections at the mall and surrounding area. The City Engineer has been in contact with Ramsey County and MnDOT regarding the proposed improvements and the traffic management plan for the area. Based on the proposal, there may be some required traffic mitigation that will be the responsibility of JLL.

Similarly, the City Engineer has been discussing storm water management with the applicant's consultant, since the proposal calls for the existing system to be replaced in a new location. The site improvements will be required to meet current watershed and City requirements for storm water management, and the City has had initial discussions with JLL on providing additional storm water management, which additional cost would be the responsibility of the City.

PUBLIC COMMENT

At the time this report was prepared, Planning Division staff has not received any communications from members of the public about the proposal.

RECOMMENDED ACTION

1. **By motion, recommend approval of the proposed preliminary plat** of Lots 1, 2, and 3, Block 1, Rosedale Fifth Addition at 1700 County Road B2 and 1705 Highway 36, based on the comments and findings of this report, and subject to the following conditions:

    a. The Public Works Department shall approve easements, grading and drainage, storm water management, and utility requirements as necessary to meet the applicable standards prior to the approval of the final plat or issuance of permits for site improvements;

b. Storm water improvements will be signed off by the City Engineer prior to the issuance of a building permit for the leasable space. The City may work with the developer and the watershed district to provide additional storm water management that benefits a broader area of the City.

c. Permits for site improvements shall not be issued without evidence of an approved permit from the watershed district;

d. The City Engineer, Ramsey County, and MnDOT shall all approve the traffic management plan and improvements prior to the final plat. There may be some required traffic mitigation costs to be paid by the developer, associated with these improvements.

2. **By motion, recommend approval of the proposed amendment to Planned Unit Development #3608** including:

   a. Change in legal description from Lot 4, Block 1, Rosedale Center Fourth Addition (Torrens Property – Certificate of Title No. 375111) Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and Lot 7, Block 5, Leinen Heights Number 2 (Torrens Property – Certificate of Title No. 375111) That part of Lot 3, Block 1, Rosedale Center Fourth Addition, that overlies Lot 6 and Lot 7, Block 5, Leinen Heights Number 2 (Abstract Property) to **Lots 1, 2, and 3, Block 1, Rosedale Fifth Addition.**

   b. The City shall determine the required on-site parking for Rosedale and incorporate these requirements into the amended PUD Agreement.

   c. All applicable sections of the current PUD Agreement shall be modified to account for the 2010 zoning requirements.

   d. The City Engineer, Ramsey County, and MnDOT shall all approve the traffic management plan and improvements prior to the issuance of a building permit for the leasable space. There may be some required traffic mitigation costs to be paid by the developer, associated with these improvements.

ALTERNATIVE ACTIONS

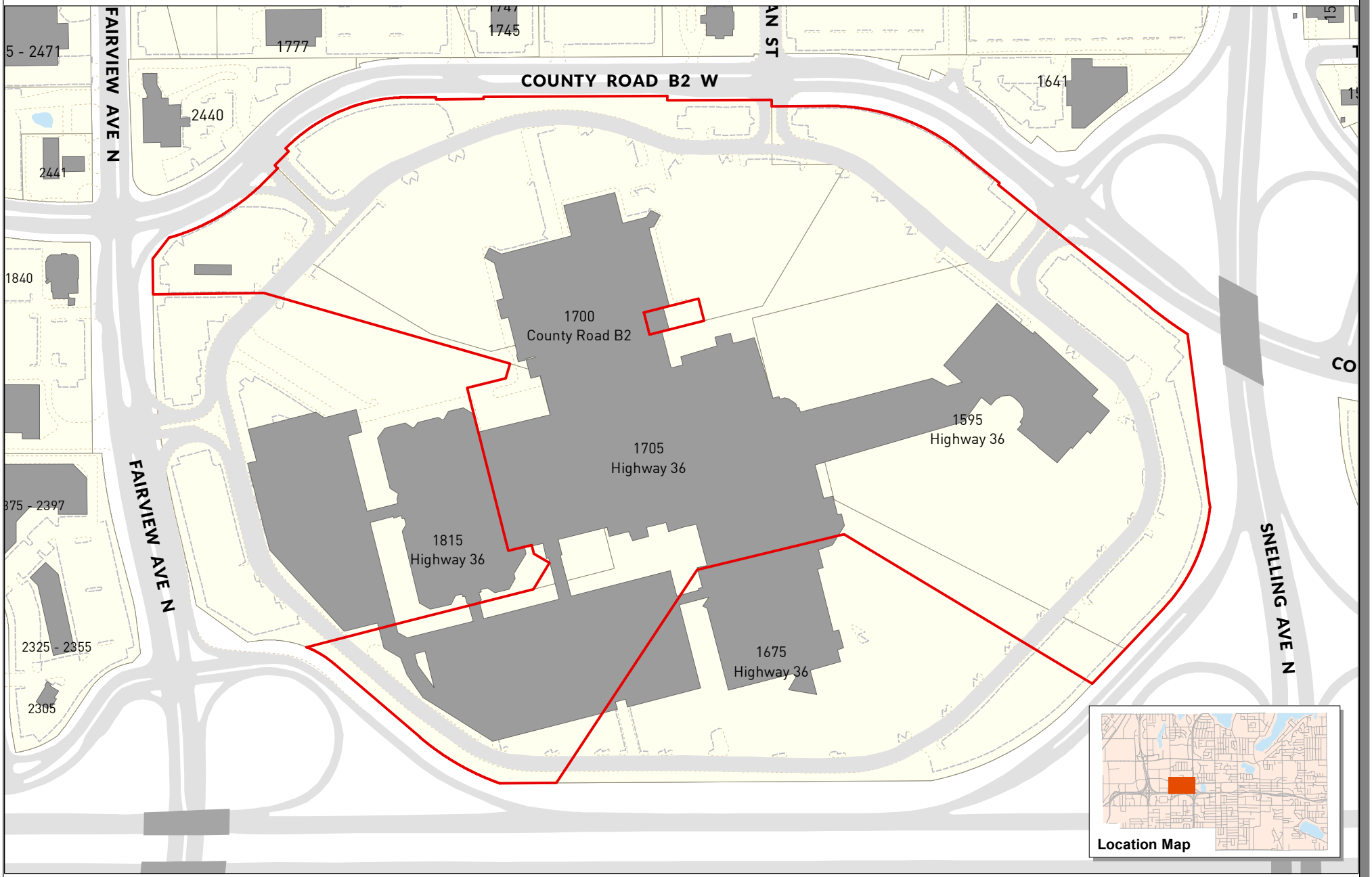
Pass a motion to table the item for future action. Tabling beyond October 6, 2015, for PUD Amendment and December 4, 2015, for preliminary plat may require extensions of the action deadline established in State Statutes (120 days for preliminary plat and 60 days for the PUD amendment).

By motion, recommend denial of the proposal. A recommendation to deny should be supported by specific findings of fact based on the Planning Commission's review of the application, applicable City Code regulations, and the public record.

Prepared by: City Planner Thomas Paschke 651-792-7074 | thomas.paschke@cityofroseville.com

Attachments:
- A: Area map
- B: Aerial photo
- C: Preliminary plat
- D: Proposed Development Plans
- E: PUD Agreement #3608

Attachment A for Planning File 15-019



ROSEVILLE

Prepared by:
Community Development Department
Printed: August 17, 2015

Site Location

LR / LDR-1 Comp Plan / Zoning Designations

Data Sources

* Ramsey County GIS Base Map (8/2/2015)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

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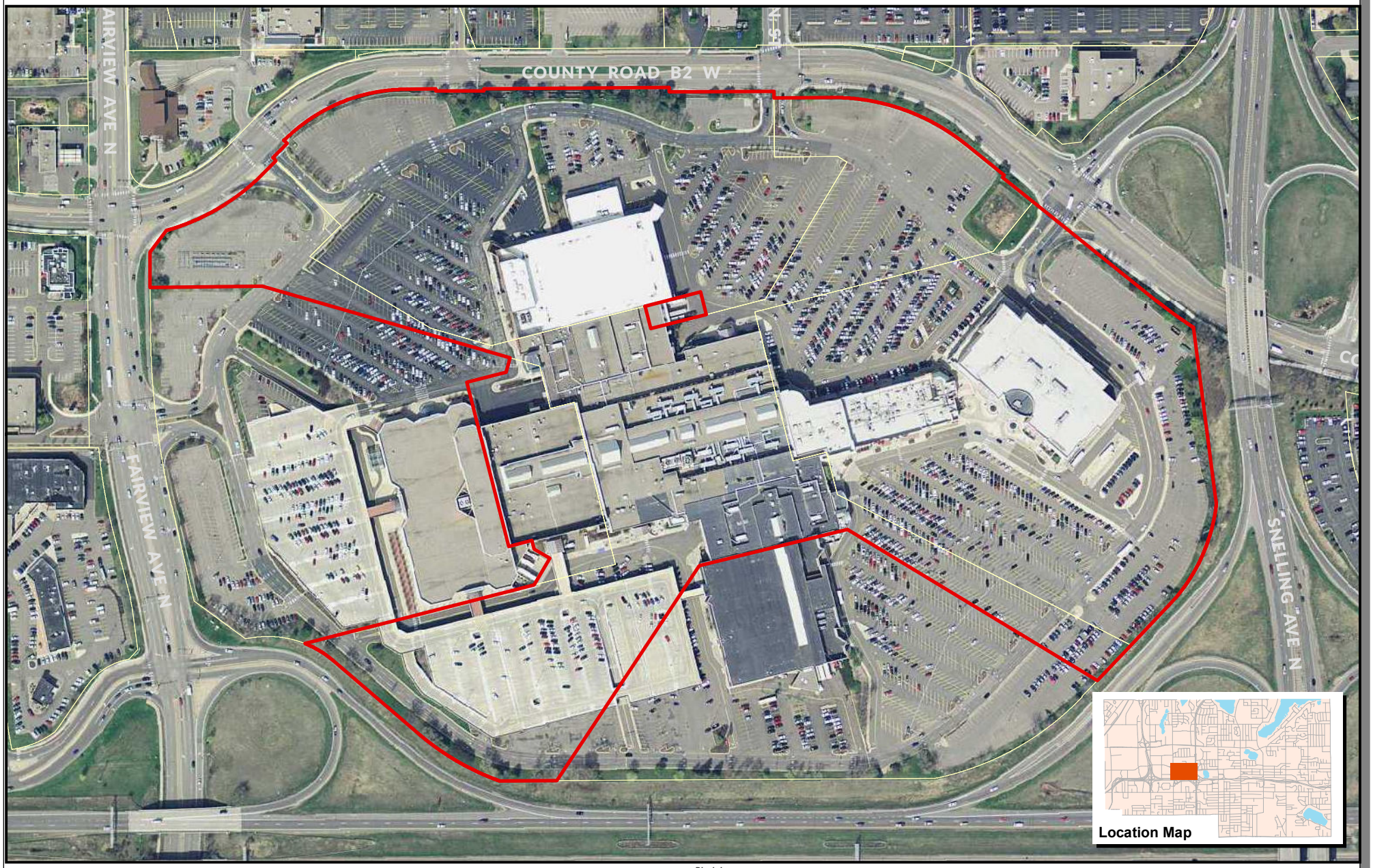
mapdoc: planning_commission_location.mxd

Attachment B for Planning File 15-019



ROSEVILLE

Prepared by:
Community Development Department
Printed: August 18, 2015

Site Location

Data Sources
* Ramsey County GIS Base Map (8/2/2015)
* Aerial Data: MnGeo (4/2012)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

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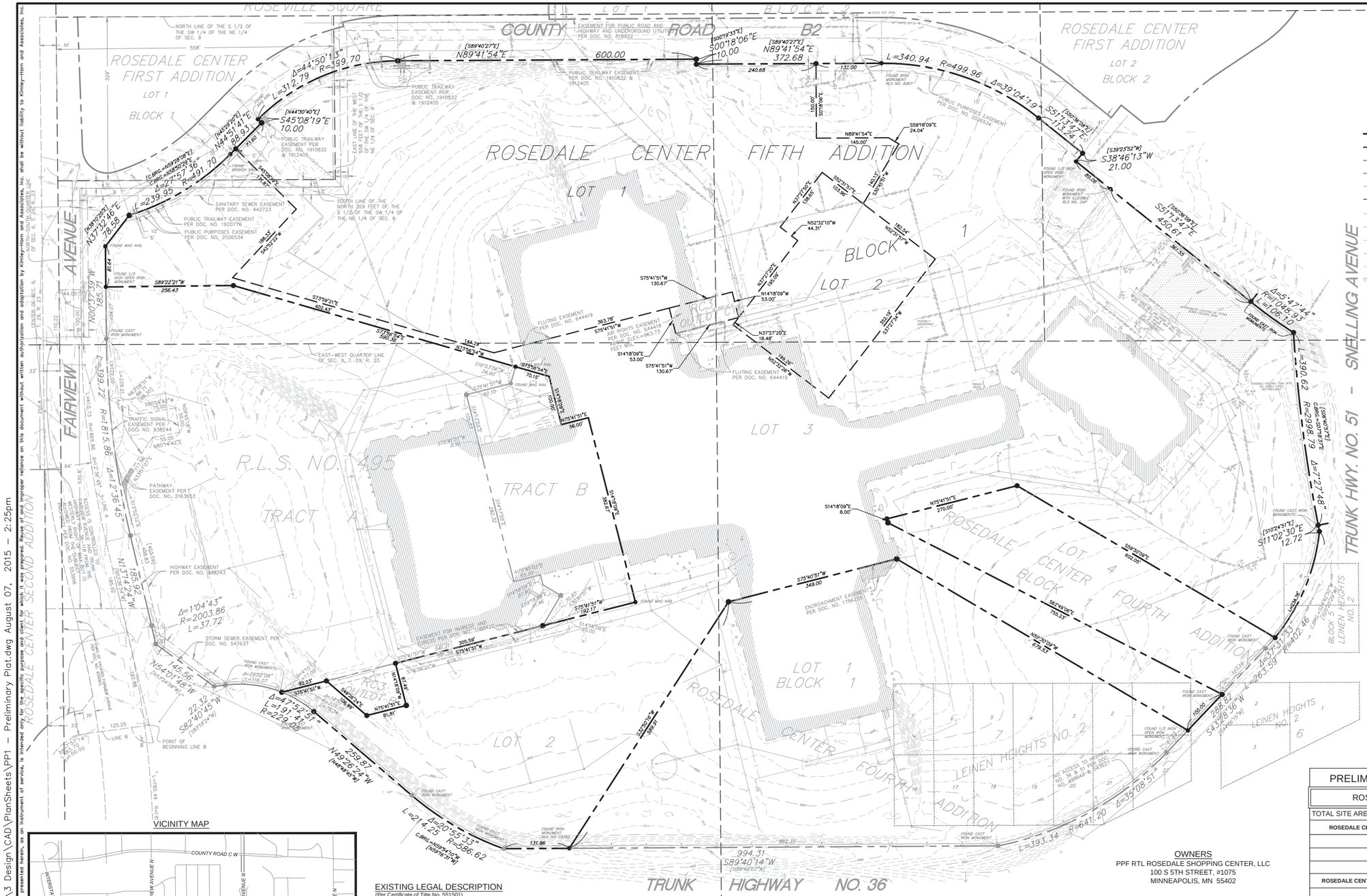
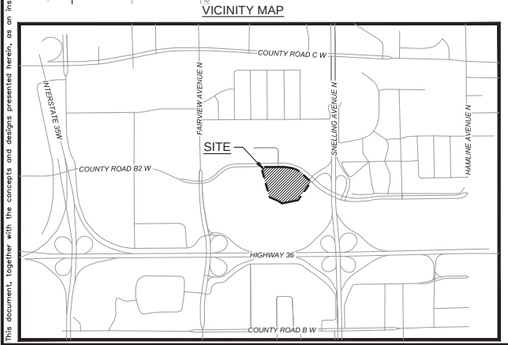
Attachment C



LEGEND

- PROPOSED PLAT BOUNDARY
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- EXISTING SECTION LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING BUILDING LINE

VICINITY MAP



EXISTING LEGAL DESCRIPTION

(Per Certificate of Title No. 551501)

Lot 4, Block 1, Rosedale Center Fourth Addition, Ramsey County, Minnesota.
Lot 3, Block 1, Rosedale Center Fourth Addition, Ramsey County, Minnesota except that part overlying Lots 6 and 7 Block 5, Leinen Heights No. 2.
AND
(Per Limited Warranty Deed No. 3847758)

That part of Lot 3, Block 1, Rosedale Center Fourth Addition, Ramsey County, Minnesota that overlies Lots 6 and 7, Block 5, Leinen Heights No. 2.
AND
(Per Certificate of Title No. 534334)

Parcel 1: Tract B, Registered Land Survey No. 495.

Outlot B, Rosedale Center Third Addition.

Parcel 2: Lot 2, Block 1, Rosedale Center Fourth Addition, except that part lying within the West 558 feet of the North 329 feet of the South half of the Southwest quarter of the Northeast quarter of Section 9, Township 29, Range 23.
AND
(Per Limited Warranty Deed No. 3633252)
That part of Lot 2, Block 1, Rosedale Center Fourth Addition, lying within the West 558 feet of the North 329 feet of the South half of the Southwest quarter of the Northeast quarter of Section 9, Township 29, Range 23.

(ALL THE ABOVE DESCRIBED IS OWNED BY PPF RTL ROSEDALE SHOPPING CENTER, LLC)
(Per Certificate of Title No. 268780)

Lot 3, Block 1, Rosedale Center Third Addition, except that part lying within the West 558 feet of the North 329 feet of the South half of the Southwest quarter of the Northeast quarter of Section 9, Township 29, Range 23.
Outlot C, Rosedale Center Third Addition.

(Per General Warranty Deed No. 1931871)

Lot 3, Block 1, and Outlot C, Rosedale Center Third Addition, according to the recorded plat thereof on file or of record in the office of the Registrar of Titles.

(ALL THE ABOVE DESCRIBED IS OWNED BY J.C. PENNEY PROPERTIES, INC.)

(Per Certificate of Title No. 558695)

Lot 1, Block 1, Rosedale Center Fourth Addition.

(THE ABOVE DESCRIBED IS OWNED BY BONSTORES REALTY TWO, LLC.)

(Per Certificate of Title No. 543066)

Tract A, Registered Land Survey No. 495.

(THE ABOVE DESCRIBED IS OWNED BY MAY DEPARTMENT STORES COMPANY)

OWNERS

PPF RTL ROSEDALE SHOPPING CENTER, LLC
100 S 5TH STREET, #1075
MINNEAPOLIS, MN 55402

J.C. PENNEY PROPERTIES, INC.
6501 LEGACY DRIVE
PLANO, TX 75024

CIVIL ENGINEER

ANDREW T. BERG
KIMLEY-HORN & ASSOCIATES, INC.
2550 UNIVERSITY AVENUE W, SUITE 238N
ST. PAUL, MN 55114
(651) 645-4197

SURVEYOR

SUNDE LAND SURVEYING
9001 E BLOOMINGTON FREEWAY, SUITE 118
BLOOMINGTON, MN 55420-3435
(952) 881-2455
FAX (952) 888-9526

PRELIMINARY PLAT DATA TABLE

ROSEDALE MALL EXPANSION	
TOTAL SITE AREA	3,188,527 SF (73.19 AC)
ROSEDALE CENTER FIFTH ADDITION	
LOT 1, BLOCK 1	566,109 SF (13.00 AC)
LOT 2, BLOCK 1	91,433 SF (2.10 AC)
LOT 3, BLOCK 1	1,289,549 SF (29.60 AC)
ROSEDALE CENTER FOURTH ADDITION	
LOT 1, BLOCK 1	464,351 SF (10.66 AC)
LOT 4, BLOCK 1	116,780 SF (2.68 AC)
ROSEDALE CENTER THIRD ADDITION	
OUTLOT B	9,851 SF (0.22 AC)
OUTLOT C	6,926 SF (0.16 AC)
TRACT A	544,097 SF (12.49 AC)
TRACT B	99,422 SF (2.28 AC)
ZONING SUMMARY	
PLAN LAND USE DESIGNATION	REGIONAL BUSINESS
EXISTING ZONING	PUD/REGIONAL BUSINESS
PROPOSED ZONING	PLANNED UNIT DEVELOPMENT (PUD)
DATE OF SURVEY	JULY 31, 2015

No.	REVISIONS	DATE	BY

Kimley»Horn

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2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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

ANDREW T. BERG

DATE: 08-07-2015 MN LIC. NO. 47980

KHA PROJECT	160796000
DATE	08/07/15
SCALE	AS SHOWN
DESIGNED BY	MLS
DRAWN BY	MLS
CHECKED BY	ATB

PRELIMINARY PLAT ROSEDALE CENTER FIFTH ADDITION

ROSEDALE MALL EXPANSION ROSEVILLE, MN

SHEET NUMBER
PP1

K:\TWC_LDEV\JLL\Rosedale Mall\3 Design\CAD\PlanSheets\PP1 – Preliminary Plat.dwg August 07, 2015 – 2:25pm

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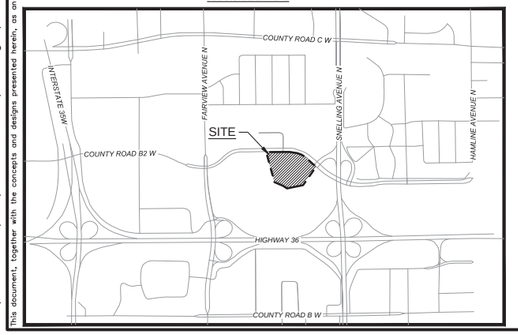
Attachment C

VICINITY MAP



LEGEND

- PROPOSED PLAT BOUNDARY
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- EXISTING SECTION LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING BUILDING LINE

PRELIMINARY PLAT DATA TABLE

ROSEDALE MALL EXPANSION	
TOTAL SITE AREA	3,188,527 SF (73.19 AC)
ROSEDALE CENTER FIFTH ADDITION	
LOT 1, BLOCK 1	566,109 SF (13.00 AC)
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ZONING SUMMARY	
PLAN LAND USE DESIGNATION	REGIONAL BUSINESS
EXISTING ZONING	PUD/REGIONAL BUSINESS
PROPOSED ZONING	PLANNED UNIT DEVELOPMENT (PUD)
DATE OF SURVEY	JULY 31, 2015

No.	REVISIONS	DATE	BY

Kimley»Horn

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WWW.KIMLEY-HORN.COM

KHA PROJECT	160796000
DATE	08/07/15
SCALE	AS SHOWN
DESIGNED BY	MLS
DRAWN BY	MLS
CHECKED BY	ATB

PLAT EXHIBIT ROSEDALE CENTER FIFTH ADDITION

ROSEDALE MALL EXPANSION
ROSEVILLE, MN

SHEET NUMBER
PPEX1

K:\TWC_LDEV\JLL\Rosedale Mall\3 Design\CAD\Exhibits\PPEX1 – Preliminary Plat Exhibit.dwg August 19, 2015 – 2:57pm
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OWNERSHIP INFORMATION

- PPF RTL ROSEDALE SHOPPING CENTER, LLC
- BONSTORES REALTY TWO, LLC
- MAY DEPARTMENT STORES COMPANY
- J.C. PENNEY PROPERTIES, INC.

ROSEVILLE SQUARE

ROSEDALE CENTER FIRST ADDITION
LOT 1
BLOCK 2

ROSEDALE CENTER FIRST ADDITION
LOT 1
BLOCK 1

ROSEDALE CENTER FIRST ADDITION
LOT 2
BLOCK 2

ROSEDALE CENTER THIRD ADDITION
LOT 3
BLOCK 1

COUNTY ROAD B2

FAIRVIEW AVENUE

SNELLING AVENUE

TRUNK HWY. NO. 51 - SNELLING AVENUE

TRUNK HIGHWAY NO. 36

ROSEDALE CENTER SECOND ADDITION

R.L.S. NO. 495
TRACT A

TRACT B

RC3 OUTLOT B

RC3 OUTLOT C

ROSEDALE CENTER FOURTH ADDITION
BLOCK 1

LOT 1
LOT 2
LOT 3
LOT 4

LEINEN HEIGHTS NO. 12

BLOCK 3 LEINEN HEIGHTS NO. 12

N

SCALE 80 0 80 160 IN FEET

LEGEND

- ○ Denotes iron monument set marked with P.L.S. No. 15480
- ⊗ Denotes 1.17 inch diameter copper magnetized marker with disc cap affixed stamped LS-15480
- ● Denotes found iron monument
- RC3 Denotes Rosedale Center Third Addition
- —△— Denotes controlled access per plat of Rosedale Center Fourth Addition

Dated this 31st day of July, 2015

Certified by: Mark S. Hanson
Mark S. Hanson, P.L.S. Minn. Lic. No. 15480

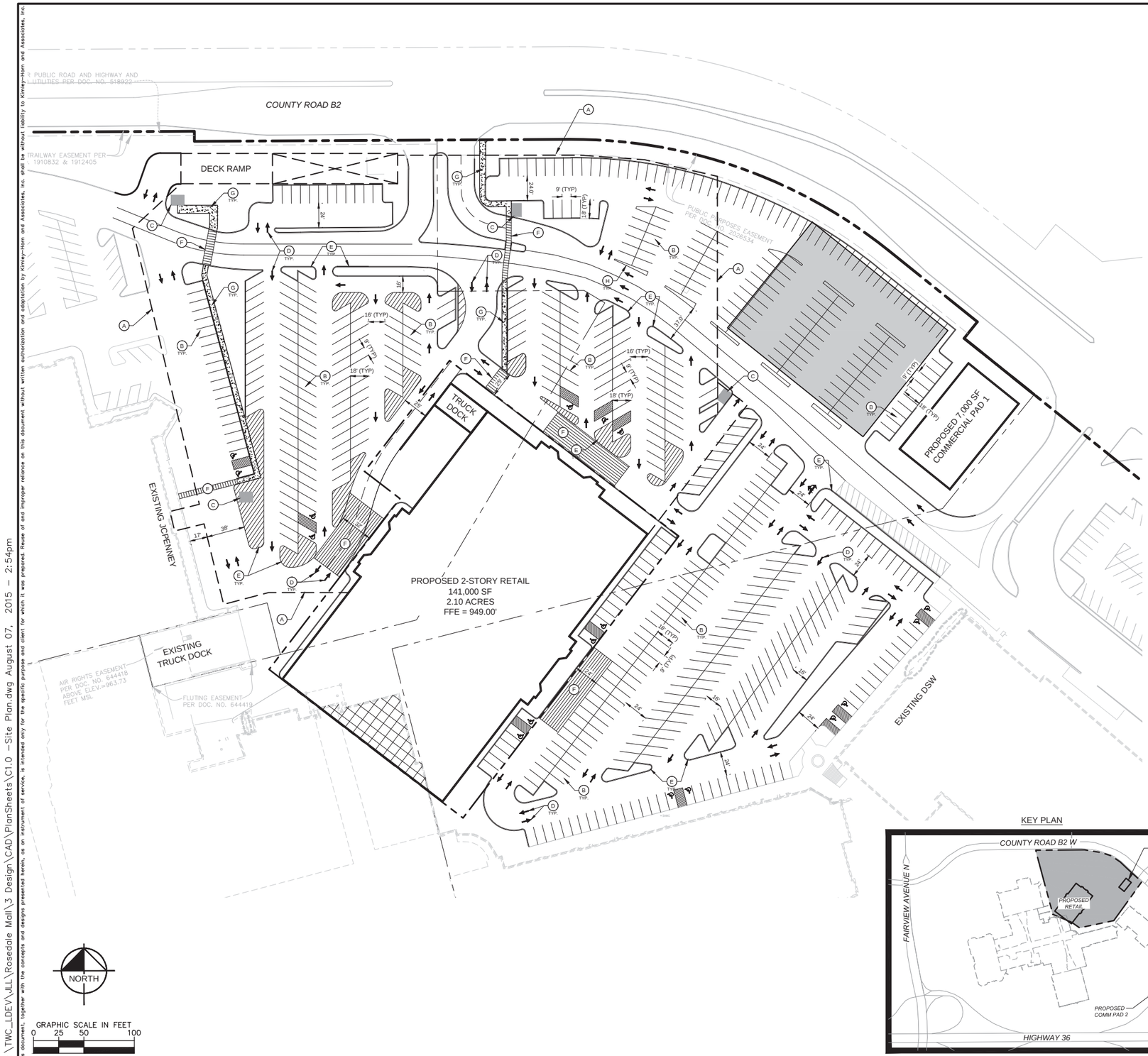
SUNDE LAND SURVEYING
www.sunde.com

Main Office:
9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax 952-888-9526)
Mandan Office:
Mandan, North Dakota 701-663-5562

File: 2015078-BND.dwg

Sheet: 2 of 11

Attachment D



SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
4. ALL INNER CURBED RADII ARE TO BE 3' AND OUTER CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
5. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
8. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY SUNDE LAND SURVEYING.
9. TOTAL LAND AREA IS 72.19 ACRES AND THE PROPOSED RETAIL SITE IS 2.10 ACRES.

PROPERTY SUMMARY

ROSEDALE MALL EXPANSION	
TOTAL SITE AREA	72.19 ACRES
TOTAL PROPOSED RETAIL PROPERTY	2.10 ACRES
TOTAL DISTURBED AREA	469,785 SF (10.8 AC)
EXISTING IMPERVIOUS AREA	410,836 SF (9.4 AC)
PROPOSED IMPERVIOUS AREA	432,918 SF (10.0 AC)
EXISTING PERVIOUS AREA	58,949 SF (1.4 AC)
PROPOSED PERVIOUS AREA	36,867 SF (0.8 AC)
ZONING SUMMARY	
EXISTING ZONING	PUD / REGIONAL BUSINESS
PROPOSED ZONING	PUD - PLANNED UNIT DEVELOPMENT

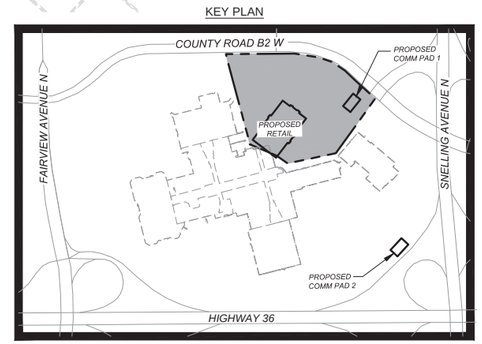
BUILDING DATA SUMMARY

AREAS	
PROPOSED RETAIL	141,000 SF
PROPOSED COMMERCIAL PAD 1	7,000 SF
PROPOSED COMMERCIAL PAD 2	8,000 SF
BUILDING DEMOLITION	8,668 SF
EXISTING BUILDING AREA (TOTAL MALL)	1,148,854 SF GLA
PROPOSED BUILDING AREA (TOTAL MALL)	1,296,186 SF GLA
PARKING	
PROPOSED PARKING STALLS (GROUND)	651 STALLS
PROPOSED PARKING STALLS (DECK)	448 STALLS
EXISTING PARKING STALLS (TOTAL MALL)	5,675 STALLS (4.94 RATIO)
PROPOSED STALLS (TOTAL MALL)	5,756 STALLS (4.44 RATIO)

KEYNOTE LEGEND

- (A) PARKING DECK OUTLINE (ABOVE)
- (B) 9'x18' PARKING STALL
- (C) PROPOSED STAIR LOCATION
- (D) DIRECTIONAL ARROW
- (E) PROPOSED CONCRETE CURB & GUTTER
- (F) PEDESTRIAN CROSSWALK
- (G) PROPOSED CONCRETE SIDEWALK
- (H) PROPOSED STRIPED ISLAND

KEY PLAN



LEGEND

- MALL PROPERTY LINE
- 2-STORY RETAIL PROPERTY LINE
- LOT LINES
- PARKING DECK OUTLINE (ABOVE)
- PROPOSED CONCRETE CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED UNDERGROUND STORMWATER MANAGEMENT AREA
- BUILDING DEMOLITION

No.	REVISIONS	DATE	BY

Kimley»Horn
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2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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ANDREW T. BERG
DATE 08-07-2015 LIC. NO. 47980 MN

KHA PROJECT 160796000		
DATE 08/07/15		
SCALE AS SHOWN	DESIGNED BY	MLS
	DRAWN BY	MLS
	CHECKED BY	ATB

SITE PLAN - GROUND LEVEL

ROSEDALE MALL EXPANSION ROSEVILLE, MN

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NUMBER
C1.0

K:\TWC_LDEV\JLL\Rosedale Mall\3 Design\CAD\PlanSheets\C1.0 -Site Plan.dwg August 07, 2015 - 2:54pm

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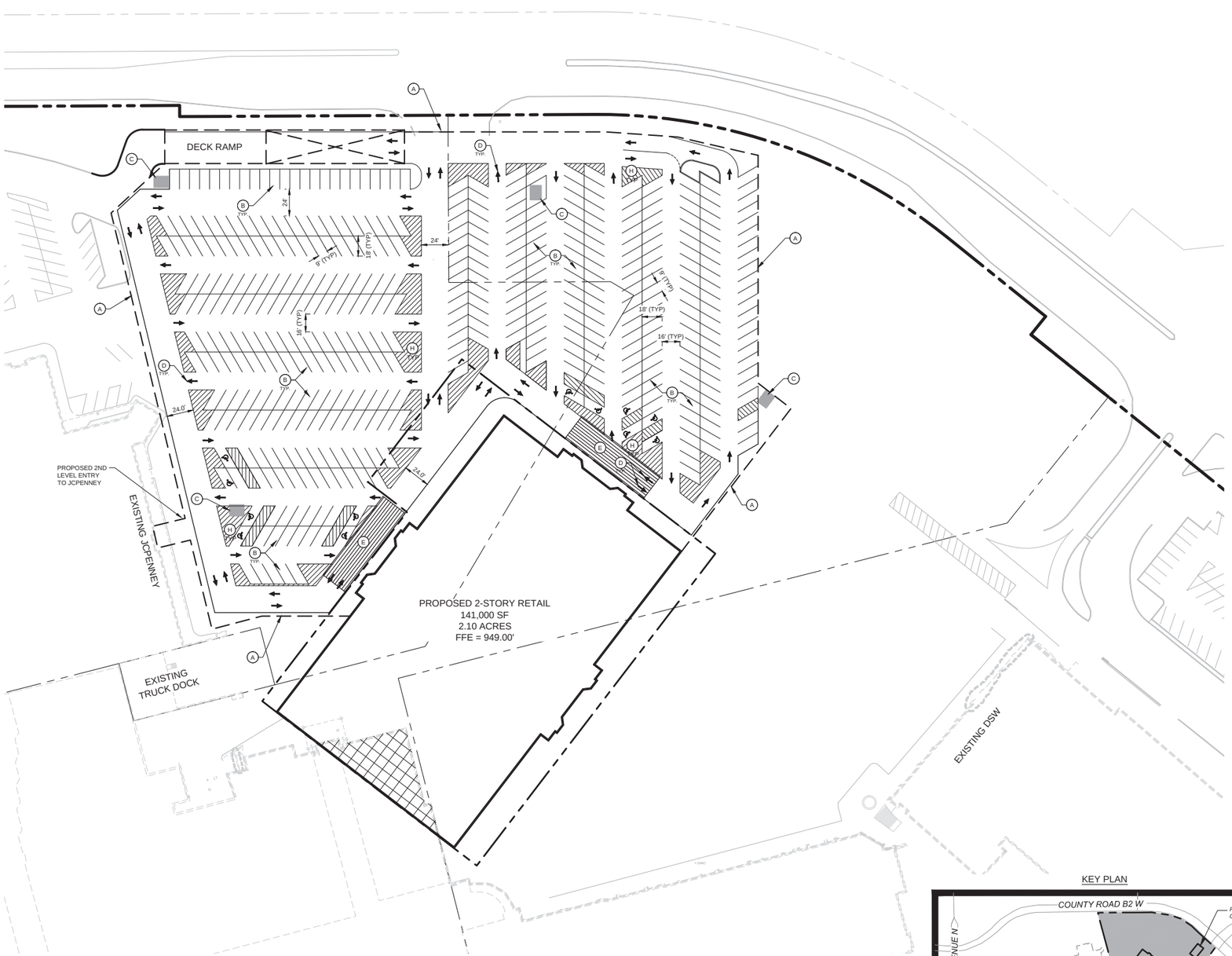

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PROPOSED ZONING	PUD - PLANNED UNIT DEVELOPMENT

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AREAS	
PROPOSED RETAIL	141,000 SF
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EXISTING PARKING STALLS (TOTAL MALL)	5,675 STALLS (4.94 RATIO)
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KEYNOTE LEGEND

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- (C) PROPOSED STAIR LOCATION
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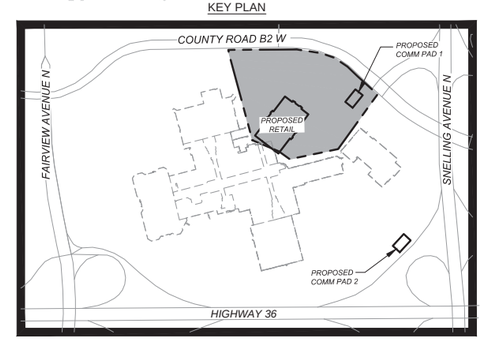
- (F) PEDESTRIAN CROSSWALK
- (G) PROPOSED CONCRETE SIDEWALK
- (H) PROPOSED STRIPED ISLAND

KEY PLAN



LEGEND

- MALL PROPERTY LINE
- 2-STORY RETAIL PROPERTY LINE
- LOT LINES
- PARKING DECK OUTLINE (ABOVE)
- PROPOSED CONCRETE CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED UNDERGROUND STORMWATER MANAGEMENT AREA
- BUILDING DEMOLITION

No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: 651-645-4197
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ANDREW T. BERG

DATE 08-07-2015 LIC. NO. 47980 MN

KHA PROJECT 160796000	
DATE	08/07/15
SCALE	AS SHOWN
DESIGNED BY	MLS
DRAWN BY	MLS
CHECKED BY	ATB

SITE PLAN - DECK LEVEL

ROSEDALE MALL EXPANSION ROSEVILLE, MN

SHEET NUMBER
C1.1

PRELIMINARY - NOT FOR CONSTRUCTION

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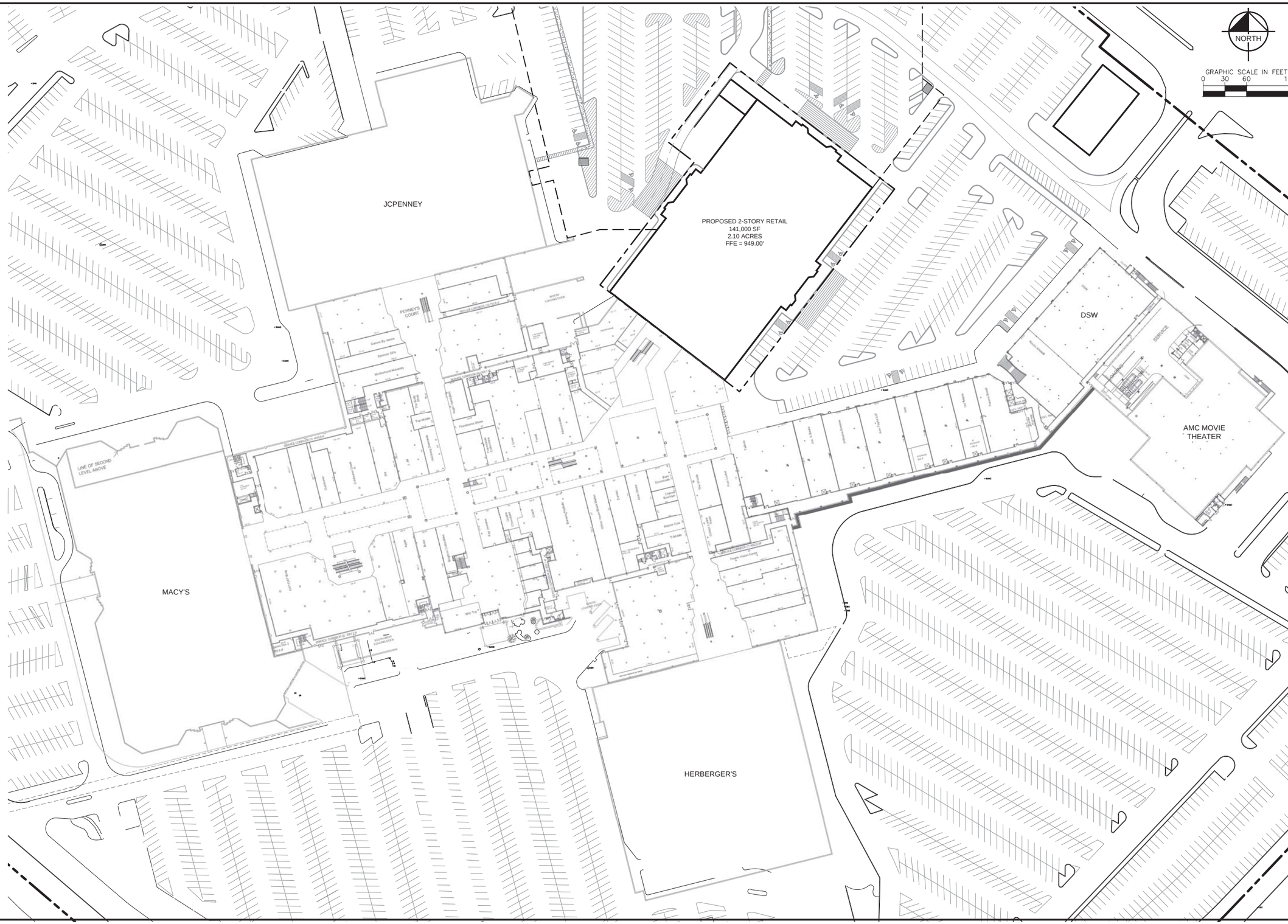
Attachment D



No.	REVISIONS	DATE	BY

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MN
DATE: _____ LIC. NO. _____

KHA PROJECT 160796000

DATE 08/07/15

SCALE AS SHOWN
DESIGNED BY MLS
DRAWN BY MLS
CHECKED BY ATB

FLOOR PLAN EXHIBIT

ROSEDALE MALL
EXPANSION
ROSEVILLE, MN

SHEET NUMBER
EX-19

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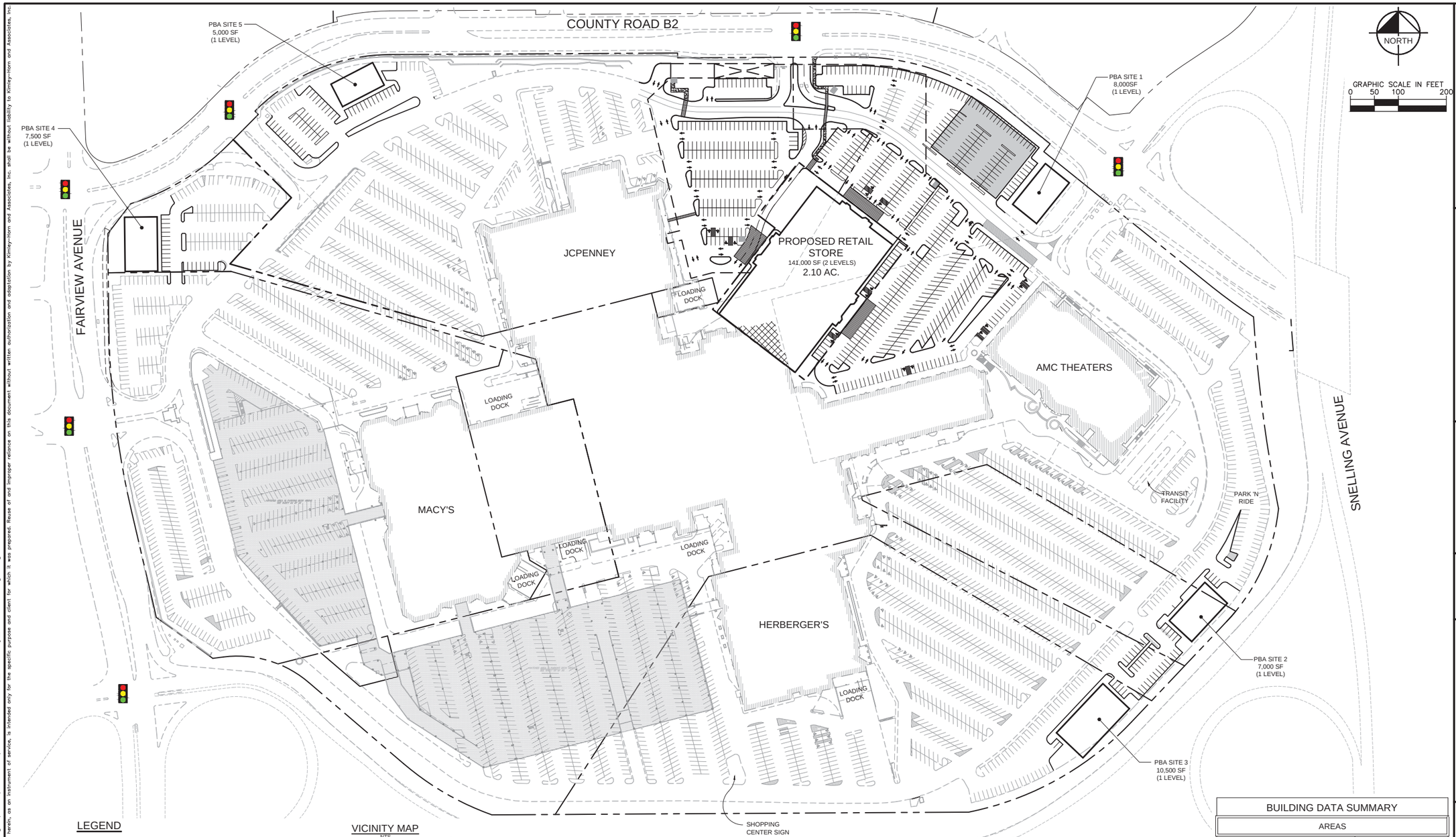
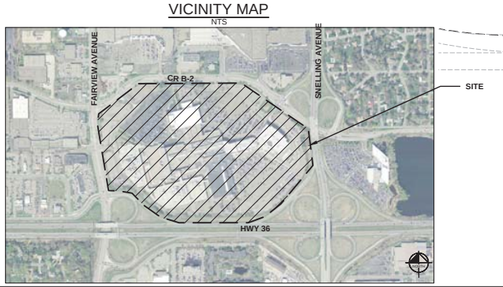


LEGEND

- MALL PROPERTY LINE
- 2-STORY RETAIL PROPERTY LINE
- LOT LINES
- PARKING DECK OUTLINE (ABOVE)
- PROPOSED CONCRETE CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED UNDERGROUND STORMWATER MANAGEMENT AREA
- BUILDING DEMOLITION

VICINITY MAP

NTS



PROPERTY SUMMARY

PROPOSED RETAIL STORE	
TOTAL SITE AREA	72.19 ACRES
TOTAL PROPOSED RETAIL STORE PROPERTY	2.10 ACRES
ZONING SUMMARY	
EXISTING ZONING	PUD / REGIONAL BUSINESS
PROPOSED ZONING	PUD - PLANNED UNIT DEVELOPMENT

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PROPOSED COMMERCIAL PAD 2 (PBA)	8,000 SF
PROPOSED COMMERCIAL PAD 3 (PBA)	10,500 SF
PROPOSED COMMERCIAL PAD 4 (PBA)	7,500 SF
PROPOSED COMMERCIAL PAD 5 (PBA)	5,000 SF
BUILDING DEMOLITION	8,668 SF
EXISTING BUILDING AREA (TOTAL MALL)	1,148,854 SF GLA
PROPOSED BUILDING AREA (TOTAL MALL)	1,319,186 SF GLA
PARKING	
PROPOSED PARKING STALLS (GROUND)	683 STALLS
PROPOSED PARKING STALLS (DECK)	427 STALLS
EXISTING PARKING STALLS (TOTAL MALL)	5,675 STALLS (4.94 RATIO)
PROPOSED STALLS (TOTAL MALL)	5,561 STALLS (4.22 RATIO)

Kimley»Horn
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

PAD SITE EXHIBIT

ROSEDALE CENTER
ROSEVILLE, MN

DATE
08/28/2015

SHEET NUMBER
EXHIBIT 1

K:\TWC_LDEV\JLL\Rosedale Mall\3 Design\CAD\Exhibits\EX-23 Exhibit C_For City_GROUND.dwg August 28, 2015 - 10:06am

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Attachment E

Document# 1999224
Certified Filed On 03/20/2007 1600
Registrar of Titles, Ramsey County, MN
Certificate# 551501
1.3.2 201774

CITY of ROSEVILLE
PLANNED UNIT DEVELOPMENT AGREEMENT #3608

This PLANNED UNIT DEVELOPMENT AGREEMENT ("AGREEMENT"), dated May 9, 2005 is entered into between the City of Roseville, a Minnesota municipal corporation, of 2660 Civic Center Drive, Roseville, Minnesota 55113 ("CITY") and PPF RTL Rosedale Shopping Center, LLC, by its agent Jones, Lang, LaSalle Properties, 1595 Highway 36 West, with offices at 10 Rosedale Center Roseville, MN 55113 ("DEVELOPER"). For reference the City of Roseville project file is PF3608.

1.0 EFFECTIVE DATE of AGREEMENT:

This AGREEMENT shall be effective upon completion of all of the following:

1.1 Passage and recording of this PUD AGREEMENT, amending the existing Rosedale Shopping Center PUD of January 1, 2000 (Ordinance # 1234), with specific terms and conditions for redevelopment/expansion of the Mall.

1.2 Execution of this AGREEMENT by the CITY and the DEVELOPER.

1.3 Approval of the Public Improvements Contract by the City Council of the CITY and recording of the Amended & Restated Transit Hub Agreement (Rosedale), dated June 20, 2005 and recording of any CITY approved public easements with the Ramsey County Recorder.

2.0 REQUEST for PUD APPROVAL:

The DEVELOPER has requested that the CITY approve an amendment to portions of the existing Rosedale Shopping Center Planned Unit Development (PUD) of January 1, 2000 (Exhibit A) that provides for the removal of the three story 170,000 sq. ft. east wing anchor department store (formerly known as Mervyn's) and redevelopment of approximately 182,000 sq. ft. of retail space in a three story format, which includes 123,708 sq. ft. (estimated) of retail space and a 58,678 sq. ft. (estimated) 14 screen movie theater on 14.97 acres wherein the building area expands by approximately 12,000 sq. ft., located at 1595 Highway 36 West, and legally described as:

Document# 4016531
Recorded 03/20/2007 1600
County Recorder, Ramsey County, MN
1.3.2 201774

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Lot 4, Block 1, Rosedale Center Fourth Addition
(Torrens Property – Certificate of Title No. 375111)

Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and Lot 7, Block 5, Leinen Heights Number 2
(Torrens Property – Certificate of Title No. 375111)

That part of Lot 3, Block 1, Rosedale Center Fourth Addition, that overlies Lot 6 and Lot 7, Block 5, Leinen Heights Number 2
(Abstract Property)

3.0 PUD APPROVAL:

The CITY hereby grants approval of the amended Planned Unit Development (identified as **Exhibits A through K** in Section 4.0 of this AGREEMENT), subject to the DEVELOPER's compliance with the terms and conditions of this AGREEMENT. The City agrees to approve applications for building permits, if said applications are consistent with the plans identified in Section 4.0 below.

For any improvements not contemplated in this AGREEMENT, the CITY may require compliance with any amendments to the Comprehensive Guide Plan, official controls, platting or dedication requirements enacted after the date of this AGREEMENT.

4.0 APPROVAL by the CITY:

The CITY hereby approves the following plans and agreements (as Exhibits to the PUD AGREEMENT) on file with the City. The DEVELOPER shall develop the subject property in accordance with these plans and agreements. If, however, the plans or agreements are inconsistent with the written terms of this AGREEMENT, the written terms of this AGREEMENT shall control. If the plans address items not specifically addressed in this AGREEMENT, the plans shall govern with respect to those items. The plans are:

Exhibit A Existing Land Use, Zoning, and Site Conditions Surveys that indicates all conditions on the parcels including buildings and contours, dated January 1, 2000, and November 8, 2004 (Drawing C-1, C-1A & C-1B).

Exhibit B Amended & Restated Transit Hub Agreement (Rosedale), dated September 18, 2006 (signed version to be submitted to the CITY prior to issuance of any DEVELOPER's project building permit), which includes an attached site plan indicating:

a. Transit bus routes and pick-up and drop-off at main Mall entry.

b. Hub (center) improvements including bus routes, rider waiting/transfer, and driver and customer rest areas, customer shelter, bus waiting areas.

c. Park and ride lot, and customer shelter.

Exhibit C Site Development Plan that includes property boundary, building setbacks, structure location (including the trash enclosure), curbing, parking, parking setbacks, and proof of parking (Drawing No. C-2), dated May 26, 2005.

Exhibit D Grading and Ponding/Storage Plan illustrating existing grades and those proposed after completion of the proposed construction, drainage directions, spot elevations, catch basins for surface water catchment, ponds and storage basis (at and below surface) and the erosion control plan (Drawing No. C-3), dated May 26, 2005.

Exhibit E Utility Servicing Plan including sanitary sewer, water mains and hydrants, and storm sewer and illustrating all connections, pipe sizes, line locations, manhole locations, hydrant locations, and other applicable utility plan information (Drawing No. C-4), dated May 26, 2005.

Exhibit F Landscape Plan including materials list, sizes, and locations of all plant materials (Drawing No. C-5), dated May 26, 2005.

Exhibit G Building floor plans with dimensions of the facility (Drawings No. A-1 & A-2, dated May 26, 2005.

Exhibit H Building elevations with dimensions and materials identified (Drawings No. A-3 & A-4), dated May 26, 2005.

Exhibit I Anticipated site development schedule with estimated date of construction start, construction completion, utility, curb, gutter and landscape installation, and tentative occupancy date, dated June 2, 2005.

Exhibit J Public Improvements Contract approved by the City stipulating all requirements, terms, easements, and conditions with respect to public improvements including (but not limited to) any utility, roadway, pathway, storm water ponding, and boulevard restoration, dated June 20, 2005.

Exhibit K Snow Storage and Management Plan shall include staging locations for temporary snow storage and the manner in which snow is transferred to the melting machine. No temporary accessory fuel storage tank for the operation of the snow melting machine shall be permitted on premises, dated June, 2005.

5.0 PLANNED UNIT DEVELOPMENT AMENDMENT:

The CITY conducted a hearing on December 1, 2004 (Planning Commission - PUD Amendment and Concept Development Plan). On December 20, 2004 the City Council considered the proposed concepts within the Planned Unit Development zone and found the concepts to be consistent with the City Comprehensive Plan and City Code. The CITY agrees to amend the PUD (established January 1, 2000), subject to the DEVELOPER's strict compliance with the approved plans, and terms and conditions of this AGREEMENT.

Minor departures from the approved final development plans, which are consistent with this AGREEMENT and the underlying Shopping Center District zone and/or the Rosedale Shopping Center PUD amendment may be approved by the CITY's Development Review Committee and the Community Development Director or designee, as provided in the Roseville City Code (Section 1008). Substantial departures from the approved final development plans will require an amendment to the Planned Unit Development in accordance with Sections 1006, 1008, 1010, 1012 and 1015 of the Roseville City Code. Where not superseded by more restrictive requirements of this PUD, the standards of the underlying zones shall apply, as stated in Chapter 1006 of the Roseville City Code. Whether an issue is "minor" or "significant" shall be determined by the CITY as defined in Section 1008.09 of the City Code.

6.0 DEVELOPMENT of PROPERTY:

Failure by the DEVELOPER to commence and diligently undertake development activity in accordance with the final development plans within two years of the effective date of this Planned Unit Development will necessitate the DEVELOPER seeking approval of an extension of the development schedule by the City Council within 60 days after the conclusion of the two year period. If an extension is not applied for, the Council may instruct the Planning Commission to initiate rezoning to the original land use plan and zoning districts or to another zoning designation consistent with the Comprehensive Plan. For purposes of this provision, development activity shall be defined as obtaining a building permit, commencing and continuing with project construction on the site.

7.0 COMPLIANCE with LAWS and REGULATIONS:

The DEVELOPER represents to the CITY that, to the best of its knowledge, any site improvements pursuant to the proposed development will comply with all City, County, Watershed, Regional, Metropolitan, State, and Federal laws and regulations, including but not limited to the Roseville Subdivision Regulations, the Roseville Zoning Regulations, and all other applicable environmental regulations.

8.0 SITE DEVELOPMENT REQUIREMENTS:

To ensure that the proposed development meets the CITY'S requirements and standards for site development, the following provisions shall apply:

8.1 *Final Grading Plan.* The final grading plan for each property and/or site must be reviewed and approved by the Director of Public Works before any permits will be issued. All grading shall comply with the approved grading plans and shall be the responsibility of the DEVELOPER. The DEVELOPER's engineer shall provide to the CITY a letter certifying that the grading project was constructed and was completed as depicted in the approved grading plan (Exhibit D) prior to the issuance of a Certificate of Occupancy.

8.2 *Final Utility Servicing Plan.* The final utility servicing plan for each property and/or site must be reviewed and approved by the Director of Public Works prior to any permits being issued for the building (**Exhibit E**).

8.3 *Erosion Control.* Prior to site grading, and before any utility construction is commenced or building permits are issued, an erosion control plan must be submitted for approval by the Director of Public Works and/or the Rice Creek Watershed, and all erosion control actions shall be implemented, inspected and approved by the CITY (**Exhibit D**).

8.4 *Clean Up.* The DEVELOPER shall clean dirt and debris from public streets that has resulted from construction work by said DEVELOPER or DEVELOPER'S CONTRACTORS, its agents or assigns. The CITY will determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the DEVELOPER, the CITY may complete or contract to complete the clean up at the DEVELOPER'S expense.

8.5 *Utility & Drainage Easements.* The DEVELOPER is responsible for creating, dedicating and/or granting specific easements pertaining to public utility services, as approved by the City and as described in the City of Roseville Public Improvements Contract, and storm water ponding and treatment as approved by Rice Creek Watershed.

8.6 *Public Roadway Easement.* The DEVELOPER is responsible for granting a 15 foot wide roadway easement along their north property line from American Street to the Snelling Avenue intersection and 10 feet of right-of-way along their north property line from Fairview Avenue to the first Mall access east of Fairview Avenue. These easements shall not require DEVELOPER to make any modifications to the existing vehicular entrances to the Mall property or the existing ring road within the Mall property, or result in a reduction in the existing number of on-site parking spaces on the Mall property.

8.7 *Public Transit.* The DEVELOPER and Metro Transit shall enter into a First Amendment to Transit Hub (Center) Agreement, in the form of the attached **Exhibit B**.

8.8 *Roadway Improvements.* The DEVELOPER hired a traffic consultant (Parsons) to conduct a detailed traffic analysis based on the approximately 182,000 sq. ft. Mervyn's replacement/expansion, which analysis indicated that the following improvements and modifications are necessary at an **estimated** cost to the DEVELOPER of $293,000:

- **Eastbound TH 36/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets
  - Lagging southbound left turn

- **Westbound TH 36 Ramp/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets
  - Southbound through/left set as coordinated plan
  - Split phase east bound & westbound
  - Protected only northbound and southbound left turns
  - Lagging southbound left turn

- **West Mall Entrance/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets

- **County Road B2/Fairview Avenue**
  - Optimized cycle lengths, splits and offsets

- **County Road B2/Wells Fargo/Northwest Mall Entrance**
  - Optimized cycle lengths, splits and offsets

- **County Road B2/Rosedale Commons**
  - Optimized cycle lengths, splits and offsets

- **County Road B2/American Street/North Mall Entrance**
  - Optimized cycle lengths, splits and offsets
  - Additional 170 foot southbound turn land
  - Lengthen to 300 feet westbound left turn lane

- **County Road B2/Southbound TH 51 Ramp/Northwest mall Entrance**
  - Optimized cycle lengths, splits and offsets
  - Eastbound left turn set as coordinated phase
  - Add 75 feet to southbound left turn lane
  - Lengthen to 340 feet eastbound left turn lane
  - Rosedale perimeter road transition to full left turn lane, full through land, and a 400 foot right turn lane

- **County Road B2/Northbound TH 51 Ramp**
  - Optimized cycle lengths, splits and offset

8.9 *Park Dedication.* Because no new lots of more than 1 acre are proposed, no park dedication is required for the project (as per Section 1104.04 of the City Code).

9.0 PUD STANDARDS and CONDITIONS of APPROVAL:

The Planned Unit Development (PUD) shall also comply with the following specific PUD standards:

9.1 General Development Standards. The certificate of survey, site development plan, landscape plan, grading and utility plan, and building elevations shall be part of the standards for PUD development of the subject property.

9.2 **Uses – Permitted: Lot 3 and 4, Block 1.** The permitted use of the subject property shall be those uses that are generally permitted by the underlying SC (Shopping Center) zoning district, subject to the following qualifications:

A. **A three story retail complex of 123,708 sq. ft. and a 59,678 sq. ft. movie theater complex of approximately 182,000 sq. ft. is hereby approved by the terms of this AGREEMENT.** This redevelopment shall be restricted to the dimensions and location/type of improvements specified in the site development plan, grading plan, utility plan, landscape plan, building floor plan, and building elevations (Exhibits C through H), and supporting documents submitted by the DEVELOPER. Where not inconsistent with this PUD AGREEMENT, the standards of the underlying SC (Shopping Center District) zoning district shall apply, as stated in Chapter 1006 of the Roseville City Code.

B. **Future Uses or Reuses:** The subject property may be reused and/or redeveloped, for any permitted use in the SC (Shopping Center) District that does not exceed a total of approximately 182,000 sq. ft. of retail uses, provided, however, that any permitted use which reduces the amount of available required parking or pervious area or, any use which is deemed by the Community Development Director or designee to create additional/potential noise generation, visual impact, and/or parking demands, will require a written amendment of this AGREEMENT. Any Conditional use permit will require a written amendment of this AGREEMENT.

9.3 **Building Setbacks: Lot 3 and 4, Block 1.** The minimum setback for the retail and theater development structures from property lines (as depicted on site development plan; Exhibit B) shall be consistent with Section 1005.01 of the Roseville City Code and as follows:

- **FRONT YARD (NORTH and EAST) SETBACK:**
  100 feet from the property line adjacent to County Road B-2 and Snelling Avenue, respectively

- **REAR YARD (SOUTH) SETBACK:**
  60 feet from the property line adjacent to Highway 36 and Lot 5

- **SIDE YARD (WEST) SETBACK:**
  Structure adjacent to or connected to the existing mall structures – no setback is required

9.4 **Off-Street Parking Lot Setbacks: Lot 3 and 4, Block 1.** The minimum setback from property line for the off-street parking lot shall be consistent with Section 1005.01 of the Roseville City Code and as follows:

- **FRONT YARD (NORTH AND EAST) SETBACK:**
  15 feet from the property lines

- **REAR YARD (SOUTH) SETBACK:**
  5 feet from the property line unless parking is used jointly, then no setback

9.5 **Building Height and Design – Proposed Development.** The retail and theater complex shall not exceed three stories above grade and in no case exceed the existing height of the Mall structure as measured from the "at grade" level entry to the top of the wall height in the same location. Sloped roofs and architectural design elements above the third floor ceiling are permitted to an additional height of 33% of the wall height. The complex must be architecturally designed to have the scale and massing of structures consistent with the existing shopping center and the approved Final Development Plan to break-up the exterior masses, and must include architectural features, such as windows, pop-out panels, lighting, change in wall texture and color, and/or other variety, on all exterior walls of the building additions (**Exhibit H**).

9.6 **Building Materials**: **Lot 3 and 4, Block 1.** Exterior building materials shall include flat or sloped roof and may include a mixture including cultured stone or brick, architectural block, stucco, or other approved masonry product, architectural glass and metal on the building facade. The color scheme and mix of materials for the building shall be reviewed and approved by the Community Development Director or designee prior to issuance of any building permits, which approval shall not be unreasonably conditioned, withheld, or delayed. The exterior of the retail shops structure and theater must also include those building and site appurtenances such as awnings, canopies, clerestories, cornices, pilasters, false windows or light boxes, planters, benches, trellises, directional and information kiosk, plaza pavers, and other features consistent with the building elevations and site plan dated May 26, 2005 (**Exhibit H**).

9.7 **Number of Required Parking Spaces for the Amendment area and throughout the Shopping Center PUD.** The minimum number of parking spaces throughout the Shopping Center shall be 5 parking spaces for each 1,000 sq. ft. of gross leasable space. The City Code allows for deductions for non-retail or non-productive areas. (City Code Section 1018). The "amendment area" gross leasable area (within Lot 3 and 4, Block 1) contains 123,708 sq. ft. of retail space and 58,678 sq. ft. of theater – equivalent to 2,500 theater seats.

Amendment Area Parking Spaces required:
Retail parking spaces: 525 spaces (5 spaces per 1,000 sq. ft. of net leasable sq. ft.)
Theater parking spaces: 833 spaces (1 space per 3 seats)

Upon completion of the proposed redevelopment of the former Mervyn's Department Store into a "life style center" addition and a 2550 seat theater, Rosedale Mall will contain 1,071,702 sq. ft. of gross area of which 896,150 sq. ft. is net leasable retail area requiring (per City Code) 4,480 spaces and the 2500 seat theater adds a required 833 spaces (per City Code) for a total on-site parking requirement (including the "amendment area") of 5,314 parking spaces. As of this date the entire shopping center has 5,759 on-site parking spaces.

Tenant	Gross sq. ft.	Non-retail sq. ft.	Net Retail sq. ft.	Required Parking
Marshall Fields	259,453	20,254	239,199	1,196
Herberger's	138,721	32,700	106,021	530
J.C. Penny's	155,916	36,456	119,460	598
Proposed Retail 2005	123,708	18,556 (15%)	105,152	525
Interior Mall	393,904	67,586 (15%)	326,318	1,630
Rosedale Mall Total:	**1,071,702 sq. ft.**	175,552 sq. ft.	**896,150 sq. ft.**	**4,481**
Theater (1space /3 seats)	2500 seats			833
Total Parking Required (NET)				**5,314**
Gross Lease Area	1,151,063 sq. ft.			5,755
Parking Provided (GROSS)				**5,759**
Bonus or Surplus				**445**

OVERALL DEVELOPMENT CONDITIONS:

9.8 **Mitigation of Impact on Adjacent Uses.** All HVAC, mechanical, and energy support system structures must be roof top mounted and screened from view on each unit or within an interior mechanical room. For the purpose of this PUD AGREEMENT screening shall consist of integral wall extensions of similar materials to the building wall materials or trim.

9.9 **Storage.** Outdoor or exterior storage of any material, equipment, is prohibited for any duration including but not limited to: trucks and semi-trailers (except while delivering goods, services, and materials), boats, trailers, campers, snowmobiles, ice houses, junk, pallets, debris, inoperable and/or non-licensed vehicles. Temporary storage (piling) of snow and snow melting equipment shall be permitted in accordance with the snow storage and management plan (**Exhibit K**). The installation of sheds or other accessory buildings is prohibited. Outdoor sales and merchandising and equipment for the sale is exempt from this requirement (requires seasonal sales and display permit).

9.10 **Site Construction & Security Fencing.** The DEVELOPER is responsible for installing construction or security fencing and for its removal prior to occupancy. The exact location of the security fence and entrances must be approved by the Building Official and Fire Marshall, or designees, prior to the issuance of building or excavation permits.

9.11 **Site Landscaping.** Landscaping for the project shall include boulevard trees along County Road B-2 and Snelling Avenue within Lots 3 and 4, Block 1, Rosedale Center Fourth Addition, consistent with the Roseville Master Street Tree Plan and trees, shrubs and perennials throughout the site that enhance the development and break up the building wall mass. Where possible, the landscape plan shall include landscaped islands within the parking lot to a minimum of 5% of the paved area within (Lot 3 and 4), as well as screening (plants and/or berm) of the parking lot from public rights-of-way to a height of 30 inches above the parking lot curb height. The site landscaping (Lot 3 and 4) must be irrigated. The final landscape plan (**Exhibit F**) must be prepared by a state registered landscape architect per Section 1010 of the City Code.

9.12 **Landscape Letter of Credit**. Prior to the issuance of a grading, excavation, foundation, and/or building permit, the DEVELOPER shall provide the CITY with a landscape letter of credit, bond, or other security covering a minimum of one full growing season/calendar year which is acceptable to the City in an amount up to 150% (as determined by the Community Development Director or designee) of the full cost of all landscaping, irrigation, and site restoration (Section 1010.14E) as per Exhibit F. After one (1) complete growing season, DEVELOPER may request a partial release of the letter of credit or bond. The amount to be released shall be agreed upon between the DEVELOPER and the CITY acting reasonably. The CITY shall, if requested by the DEVELOPER, return the full or remaining letter-of credit or bond to the DEVELOPER after the landscape portion of the project has been closed out by the CITY.

9.13 **Trash Handling.** Section 1010.11D requires all trash handling equipment (trash and recycling dumpsters and/or compactors) to be contained within and under the principal structure. The submitted plan indicates that the underground service area will include the trash dumpster and compactor.

9.14 **Service/Delivery Area.** The CITY acknowledges that DEVELOPER has consulted with the City's Chief of Police regarding security arrangements. The service/delivery area proposed on the lower level of the addition shall have such security cameras as recommended by the DEVELOPER's security consultant and as approved by the CITY's Chief of Police or designee.

9.15 **Off-Street Parking.** Off-street parking areas within the subject property shall be improved as shown on the approved site development plan (**Exhibit C**), and shall include hard surfacing (bituminous), concrete perimeter curbing, and a drainage plan.

9.16 **Signage.** Within the subject property, facade signage for the new "life style" component shall be restricted to 1.5 sq. ft. times the lineal feet of tenant frontage. Facade signs shall be back-lit or internally-lit channel letters (can include corporate logo) or a wall mounted projection sign. Theater signage shall be permitted per the submitted elevations. Bookstore signage shall be allowed a north facing and south facing sign.

9.17 **Lighting.** Parking lot lighting adjacent to the new improvements shall be consistent with the remainder of the DEVELOPER's owned property at Rosedale Shopping Center and meet the lighting requirements of Section 1010.12 of the City Code. Lighting of pedestrian accesses and the plaza shall be of a pedestrian scale and a decorative style.

9.18 **Anticipated Development Schedule.** The DEVELOPER shall supply the anticipated schedule for site work, structure construction, and tenant space occupation (**Exhibit I**).

9.19 **Transit.** *Public Transit.* The DEVELOPER and Metro Transit shall enter into a Amended & Restated Transit Hub Agreement (Rosedale), in the form of the attached (**Exhibit B**).

10.0 DEVELOPER DEFAULT:

10.1 For purposes of this AGREEMENT, the failure of the DEVELOPER to perform any covenant, obligation or agreement of the DEVELOPER hereunder, and the continuance of such failure for a period of thirty (30) days after written notice thereof from the City shall constitute a DEVELOPER default hereunder. Within the sixty (60) day period after notice is given, a request may be made for a hearing (by either party) to be held before the City Council to determine if a default has occurred. Upon the occurrence of DEVELOPER default and failure to cure, the City may withhold any certificate of occupancy for improvements proposed to be constructed.

10.2 Notwithstanding anything herein to the contrary, the DEVELOPER may convey a parcel or parcels of land within the subject property to a third party, and the conveyed parcels shall remain subject to all of the terms of this PUD AGREEMENT specifically relating to said parcels. In that case, the parties agree as follows:

1. A default by the DEVELOPER, or its successors in interest, in the performance of the obligations hereunder, will not constitute a default with regard to the conveyed parcel and will not entitle the CITY to exercise any of its rights and remedies hereunder with respect to such conveyed parcel, so long as the owner of the conveyed parcel otherwise complies with applicable provisions of this PUD AGREEMENT.

2. A default with regard to a conveyed parcel will not constitute a default with regard to the parcels retained by the DEVELOPER or other conveyed parcels, so long as such retained or other conveyed parcels otherwise comply with applicable provisions of this AGREEMENT.

11.0 MISCELLANEOUS:

11.1 This AGREEMENT shall be binding upon the parties, their heirs, successors, tenants, or assigns, as the case may be.

11.2 Breach of any material term of this AGREEMENT by the DEVELOPER shall be grounds for denial of building permits, except as otherwise provided in Section 10.0.

11.3 If any portion, section, subsection, sentence, clause, paragraph or phrase of this PUD AGREEMENT is for any reason held invalid as a result of a challenge brought by the DEVELOPER, its agents or assigns, the balance of this AGREEMENT shall nevertheless remain in full force and effect.

11.4 This AGREEMENT shall run with the land and shall be recorded in the Ramsey County Recorder's Office by the CITY.

11.5 This AGREEMENT shall be liberally construed to protect the public interest.

11.6 Due to the preliminary nature of many of the plans and the timing of the overall development, addenda to this AGREEMENT may be required to address concerns not specifically set forth herein.

11.7 The DEVELOPER represents to the CITY that, to the best of its knowledge, the Planned Unit Development is not of "metropolitan significance" and that a state environmental impact statement is not required. However, if the CITY or another governmental entity or agency determines that a federal or state impact statement or any other review, permit, or approval is required, the DEVELOPER shall prepare or obtain it at its own expense.

11.8 The DEVELOPER shall reimburse the CITY for the following expenses: outside consultants' time and reasonable city attorney's fees that the CITY incurs in assisting in the preparation of any contracts, agreements or permits. The CITY shall supply an itemized cost of such expenses to the DEVELOPER for payment prior to issuance of building permits.

12.0 NOTICES:

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

Morgan Stanley Real Estate Advisor, Inc.
3424 Peachtree Road NE, Suite 800
Atlanta, GA 30326
Attention: Asset Manager

Notices to the CITY shall be in writing and shall be either hand delivered to the Community Development Director, or mailed by certified or registered mail, in care of the Community Development Director at the following address:

Community Development Director
2660 Civic Center Drive
Roseville, MN 55113

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEVILLE

By: _____
Craig Klausing, Mayor

By: _____
William J. Malinen, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF ROSEVILLE)

The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Craig Klausing and by William J. Malinen, respectively the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

SHEILA STOWELL
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2010

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PPF RTL ROSEDALE SHOPPING CENTER
LLC, a Delaware limited liability company

By: PPF Retail, LLC, its sole member

By: PPF OP, LP its sole member

By PPF OPGP, LLC its General Partner

By: Prime Property Fund, LLC its sole member

By: Morgan Stanley Real Estate Advisor, Inc., its Manager

By: _____

Printed: John C. Schoser

Title: Executive Director

STATE OF ILLINOIS)
)ss.
COUNTY OF WILL)

The foregoing instrument was acknowledged before me this 22nd day of January 2007, by John C. Schoser, the Executive Director, of PPF RTL Shopping Center, LLC, A Delaware limited liability company, on behalf of the company.

"OFFICIAL SEAL"
SUSAN S. BENETTI
Notary Public, State of Illinois
My Commission Expires April 14, 2010

Susan S Benetti
Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

This document conforms to the City requirements "as to form and content".

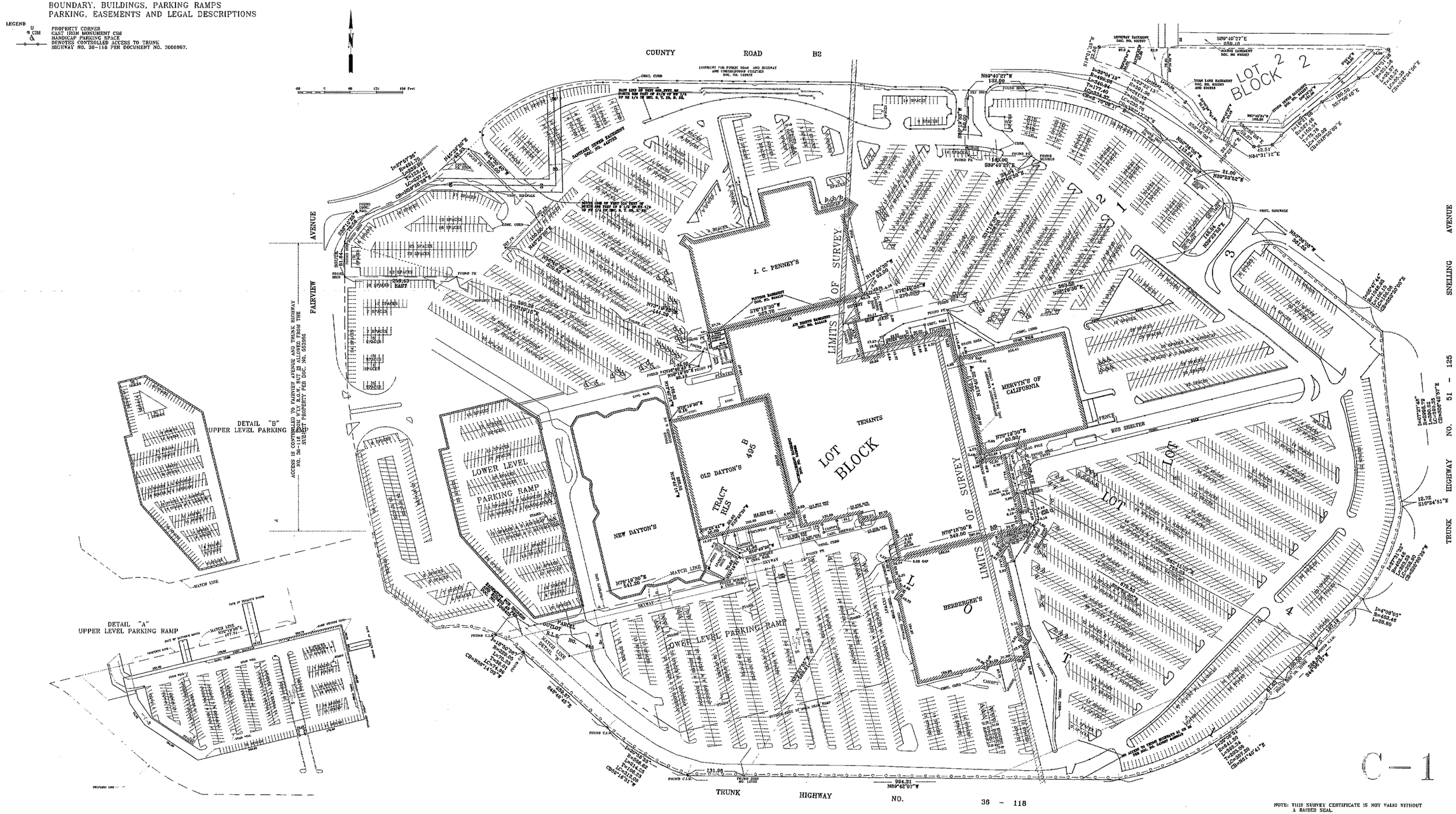
By:_____ ___1/31/07___
Jay Squires, City Attorney Date

EXHIBIT A

EXISTING CONDITIONS SURVEY FOR: ROSEDALE SHOPPING CENTER

ROSEDALE SHOPPING CENTER PROJECT
BOUNDARY, BUILDINGS, PARKING RAMPS
PARKING, EASEMENTS AND LEGAL DESCRIPTIONS

LEGEND
- U — PROPERTY CORNER
- CIM — CAST IRON MONUMENT CIM
- & — HANDICAP PARKING SPACE
- DENOTES CONTROLLED ACCESS TO TRUNK HIGHWAY NO. 36-118 PER DOCUMENT NO. 3006967.



LEGAL DESCRIPTION:
Lots 3 and 4, Block 1, Rosedale Center Fourth Addition,
Ramsey County, Minnesota.

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.

Date 11/08/04 Lic.No. 13702

NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.

COPYRIGHT © 2004, C.E. COULTER & ASSOCIATES, INC.

DATE 11/08/04
REVISIONS

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA
Wood Park I Suite 210
1908 East 148th St.
Burnsville, Minnesota 55337-4056
Phone: 952-853-2829 FAX: 952-853-2971
E-mail: Coulter@e-Lust

SCALE: 1" = 80'
JOB NO. 12170
DR./FG.
FIC NO. 9-32
SHEET 1 OF 3

EXISTING CONDITONS SURVEY FOR: ROSEDALE SHOPPING CENTER

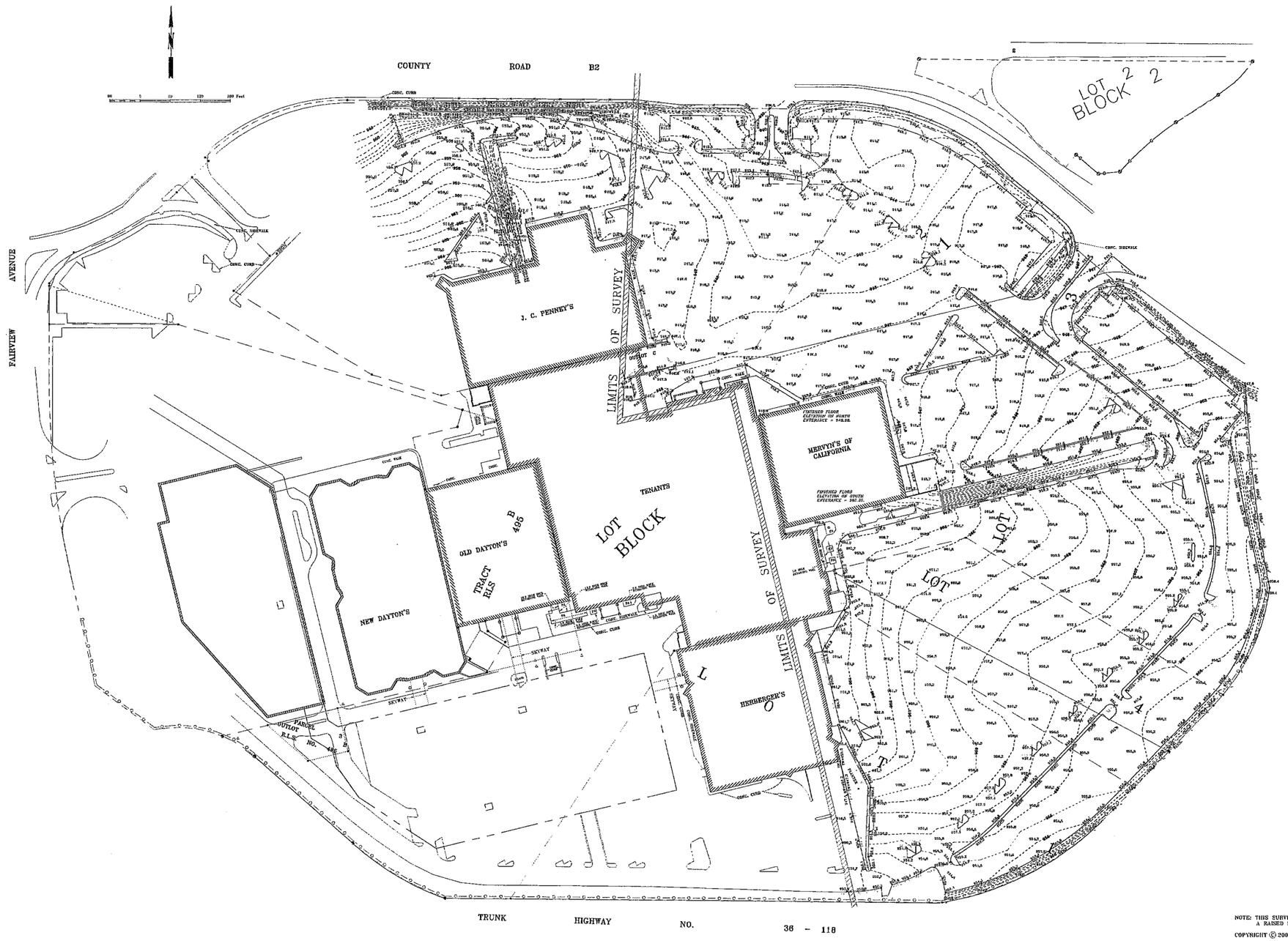
ROSEDALE SHOPPING CENTER PROJECT
CONTOURS AND SPOT ELEVATIONS

LEGEND

- PROPERTY CORNER
- CIM — CAST IRON MONUMENT CIM
- HANDICAP PARKING SPACE
- DENOTES CONTROLLED ACCESS TO TRUNK HIGHWAY NO. 36-118 PER DOCUMENT NO. 3068967.

NOTES:

1.) ALL BEARINGS SHOWN ARE ASSUMED DATUM.
2.) UTILITY LINES SHOWN ARE BASED ON AVAILABLE INFORMATION FROM UTILITY COMPANIES.
3.) THE PROPERTY AS SURVEYED DOES NOT LIE WITHIN A FLOOD ZONE.
4.) THIS PROPERTY IS NOT WITHIN A JURISDICTIONAL WETLAND REGULATED UNDER SECTION 404 OF THE FEDERAL WATER POLLUTION CONTROL ACT.
5.) SOME UTILITY LINES SERVING THE SUBJECT PROPERTY CROSS ADJACENT PROPERTIES TO GAIN ACCESS TO THE SUBJECT PROPERTY.



C-1A

NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.

COPYRIGHT © 2004, C.E. COULTER & ASSOCIATES, INC.

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.

Date 11/02/04 Lic.No. 13792

DATE: 11/02/04	SCALE: 1" = 80'
REVISIONS	JOB NO. 13,159
	DR./CHL.
	FILE NO. 9-32
	SHEET 2 OF 3

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA
Wood Park I Suite 216
1060 East 145th St.
Burnsville, Minnesota 55337-1358
Phone: 952-953-0636/FAX: 952-953-3571
E-mail: cmail@ix.net

EXHIBIT A-2

EXISTING CONDITONS SURVEY FOR: ROSEDALE SHOPPING CENTER

ROSEDALE SHOPPING CENTER PROJECT
UTILITIES

LEGEND

- PROPERTY CORNER
- CIM — CAST IRON MONUMENT CIM
- HANDICAP PARKING SPACE
- DENOTES CONTROLLED ACCESS TO TRUNK HIGHWAY NO. 36-116 PER DOCUMENT NO. 3008867.

WATER

- GATE VALVE (WATER)
- WATER MAIN
- HYDRANT
- STAND PIPE
- IRRIGATION LINE
- IRRIGATION VALVE

STORM

- STS — STORM SEWER
- CATCH BASIN (SQUARE ROUND)
- MANHOLE
- STORM DRAIN GRATE
- FES — FLARED END SECTION
- PARKING RAMP DRAINS

SANITARY

- CO — CLEAN OUT
- SANITARY SEWER
- SANITARY MANHOLE

GAS

- GAS MAIN
- GAS VALVE
- GAS BOX (UNDER GROUND WELL)
- GAS METER
- GAS PIPE
- VENT PIPE

ELECTRIC

- ELECTRIC MAIN
- EMBEDDED SIDEWALK LIGHT
- ELECTRIC MANHOLE
- POWER POLE
- ELECTRIC OUTLET
- LIGHT POLE
- ELECTRIC METER
- TRANSFORMER
- ELECTRIC PANEL

TELEPHONE

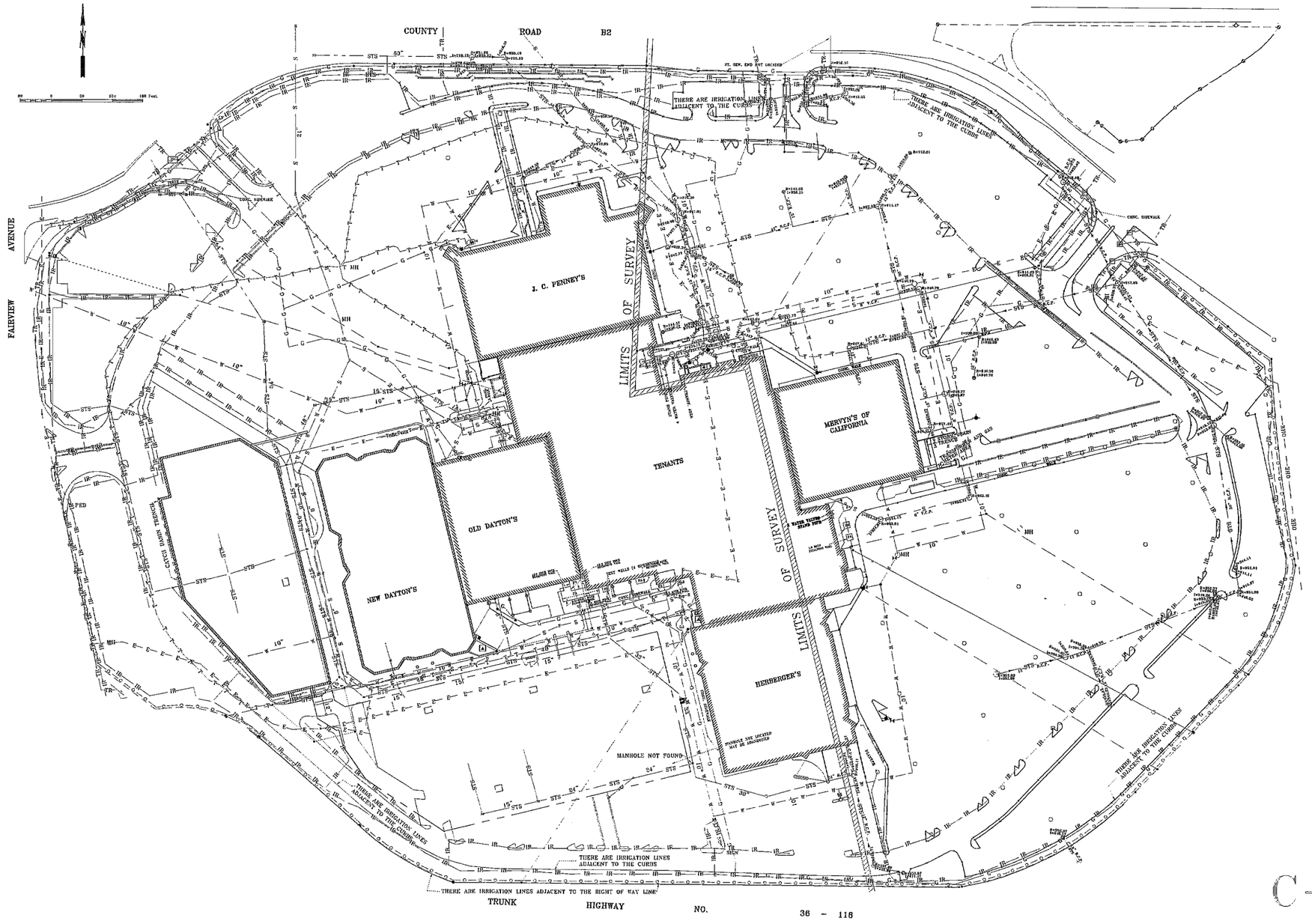
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE CABLE

TRAFFIC

- TRAFFIC SIGNAL
- TRAFFIC CONTROL BOX
- PULL BOX
- BURIED CABLE

NOTES:

1.) ALL BEARINGS SHOWN ARE ASSUMED DATUM.
2.) UTILITY LINES SHOWN ARE BASED ON AVAILABLE INFORMATION FROM UTILITY COMPANIES.
3.) THE PROPERTY AS SURVEYED DOES NOT LIE WITHIN A FLOOD ZONE.
4.) THIS PROPERTY IS NOT WITHIN A JURISDICTIONAL WETLAND REGULATED UNDER SECTION 404 OF THE FEDERAL WATER POLLUTION CONTROL ACT.
5.) SOME UTILITY LINES SERVING THE SUBJECT PROPERTY CROSS ADJACENT PROPERTIES TO GAIN ACCESS TO THE SUBJECT PROPERTY.



C-1B

NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.

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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.

Date 11/02/04 Lic.No. 13782

DATE 11/02/04
REVISIONS

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA
Wood Park I Suite 216
1000 East 146th St.
Burnsville, Minnesota 55337-4056
Phone: 952-953-3939 FAX: 952-953-3971
E-mail: coulter@bd.net

SCALE: 1" = 60'
JOB NO. 12,109
BR./FIEL.
FILE NO. 9-32
SHEET 3 OF 3

AMENDED AND RESTATED TRANSIT HUB AGREEMENT

Between

PPF RTL ROSEDALE SHOPPING CENTER, LLC

and

METROPOLITAN COUNCIL

and

CITY OF ROSEVILLE, MINNESOTA

_____, 2006

DRAFTED BY AND AFTER
RECORDING RETURN TO:
Dorsey & Whitney LLP (MEH)
Suite 1500
50 South Sixth Street
Minneapolis, MN 55402-1498

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EXECUTION

DRAFTED BY AND
AFTER RECORDING RETURN TO:
Dorsey & Whitney LLP (MEH)
Suite 1500
50 South Sixth Street
Minneapolis, MN 55402-1498

AMENDED AND RESTATED TRANSIT HUB AGREEMENT
(Rosedale)

THIS AMENDED AND RESTATED TRANSIT HUB AGREEMENT (this "Agreement") is made as of the ___ day of _____ 2006 (the "Effective Date"), by and between PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company ("Developer"); METROPOLITAN COUNCIL, a _____ ("Metro Transit"); and CITY OF ROSEVILLE, MINNESOTA, a Minnesota municipal corporation ("City").

RECITALS:

A. City and The Equitable Life Assurance Society of the United States ("Equitable") are parties to that certain Transit Hub Agreement (Rosedale), dated July 23, 1991 (the "Original Agreement"), which governs an existing public transit hub and park and ride area at Rosedale Shopping Center ("Rosedale") in Roseville, Minnesota.

B. As of the Effective Date, City desires to assign its interest under the Original Agreement to Metro Transit, and Metro Transit desires to assume City's obligations under the Original Agreement.

C. Metro Transit has assumed the functions of the Regional Transit Board of the State of Minnesota with respect to the Original Agreement.

D. The Regional Transit Board of the State of Minnesota has provided a grant of funds to City for the purpose of generally connecting City to the regional transit system by establishing a public transit hub at Rosedale (Regional Transit Board of the State of Minnesota having executed a grant agreement dated July 23, 1991).

E. As a condition of the receipt of the subsidy for establishment of the transit hub, City is required to obtain a legally enforceable agreement that certain transit hub capital improvements will be made, the transit hub will be available for public transit use, and sufficient parking area will be made available for park and ride activities, which requirement was satisfied by the Original Agreement.

F. Developer is the successor-in-interest to Equitable under the Original Agreement.

G. Developer intends to redevelop portions of Rosedale, and in connection with such redevelopment, Developer and Metro Transit wish to amend and restate the Original Agreement in its entirety pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals and of other consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereto amend and restate the Original Agreement in its entirety and agree as follows:

AGREEMENT:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

1.1 Assignment and Assumption. As of the Effective Date, City assigns all of City's right, title and interest in and to the Original Agreement to Metro Transit, and Metro Transit accepts such assignment and agrees to assume and perform City's obligations under the Original Agreement from and after the Effective Date.

ARTICLE II

MALL ENTRANCE

2.1 Drop-Off and Pick-Up at Mall Entrance. Subject to Section 5.4 of this Agreement, Metro Transit may drop-off and pick-up riders of Metro Transit's Busses utilizing the Bus Route only at the entrance to Rosedale shown as the "Mall Entrance" on the Site Plan. Notwithstanding the foregoing, Metro Transit may also drop-off and pick-up riders of Metro Transit's Busses at the Waiting Area Bus Shelter and the Park and Ride Bus Shelter.

ARTICLE III

CONSTRUCTION OF TRANSIT HUB IMPROVEMENTS

3.1 Definitions.

(a) "Transit Hub Improvements," as used herein, shall mean and include:

(i) the concrete waiting area (the "Waiting Area") for rubber-tired public transit busses (the "Busses") in the location shown on the site plan attached hereto as Exhibit A and hereby made a part hereby (the "Site Plan"), including

without limitation, asphalt removal and construction of concrete pad for bus waiting area;

(ii) the bus shelter ("Waiting Area Bus Shelter") in the location near the Waiting Area shown on the Site Plan including, without limitation, construction of the shelter (the "Shelter Building"), excavation for and construction of retaining walls, demolition of existing adjoining landscaped and hard surfaced areas and reconstruction and reinstallation of landscaped and surface areas;

(iii) the pedestrian lighting in the locations shown on the Site Plan along the Waiting Area (the "Lighting");

(iv) necessary realignment and reconstruction of the driveways and roads (and the traffic and landscaping islands therewith) in Rosedale to be used by the Busses (the "Bus Route") as shown on the Site Plan, to accommodate the size and weight of the Busses, and including necessary restriping of parking stalls and relocation of lights;

(v) repair and resurfacing of the existing waiting area currently being used for the Busses as shown on the Site Plan, areas adjacent thereto affected by such parking, and including restriping, new landscaping, relocation of lighting, and relocation of and signing for handicapped areas, and new and relocated signage necessary due to the change in location of the parking area for the Busses, all so as to place such current parking area and adjacent areas in a condition and state of repair at least equal to the balance of the Rosedale parking areas as such balance has been or is to be reconstructed or remodeled in connection with the 2005 renovation of Rosedale;

(vi) the bus shelter ("Park and Ride Bus Shelter") in the location near the Park and Ride Area, as defined in Section 6.1 hereof;

(vii) striping and/or signing the Park and Ride Area to clearly define its location and boundaries; and

(viii) the signs shown in the plans and specifications to be prepared pursuant to paragraph 3.2 hereof, which shall include a lighted "T" sign and a lighted "Rosedale Transit Hub" sign on the Waiting Area Bus Shelter, and lighted signs on the Park and Ride Bus Shelter similar to the lighted signs on the Waiting Area Bus Shelter.

(b) "Transit Facilities," as used herein, shall mean and include the Waiting Area, the Bus Shelters, the Lighting and the Bus Route.

(c) "Bus Shelters" as used herein shall mean and include the Waiting Area Bus Shelter and the Park and Ride Bus Shelter.

(d) "Mall Entrance" is defined in Section 2.1 hereof.

3.2 Design. Metro Transit shall design, and prepare the plans and specifications for, the Shelter Building. Developer shall design, and prepare the plans and specifications for, the balance of the Transit Hub Improvements. Metro Transit's and Developer's designs, and the plans and specifications for the Transit Hub Improvements, shall be generally consistent with the Site Plan and shall be subject to approval by the other, which approval shall not be unreasonably withheld or delayed. The following Transit Hub Improvements shall be designed to the following minimum criteria:

(a) the Waiting Area shall have 6 inches of class 5 material and a concrete pad of at least 8-inches of non-reinforced concrete;

(b) the Waiting Area Bus Shelter shall be of a material, design and color which is compatible, in the opinion of Developer, with the other buildings in Rosedale, and shall include a glass-enclosed display case;

(c) the Bus Route shall be constructed or reconstructed of a 2-inch hot-mix wear course, a 4-1/2-inch hot-mix binder course and an 11-inch class 5 base; and

(d) the Park and Ride Bus Shelter shall be of a material, design and color which is compatible, in the opinion of Developer, with the other buildings in Rosedale shall include a glass-enclosed display case, and otherwise shall be constructed pursuant to the standard bus shelter specifications used by Metro Transit.

Metro Transit shall submit its design, and the plans and specifications, for the Shelter Building to Developer for approval when done. If Developer does not disapprove of the design, or the plans and specifications, by written notice given to Metro Transit within 30 days after submission thereof to Developer specifying the reasons for the disapproval, then they shall be deemed approved in all respects. If so disapproved by Developer, Metro Transit shall revise the design, or the plans and specifications, as the case may be, and resubmit them to Developer for approval and Developer shall disapprove in writing within 15 days after submission or be deemed to have approved the design, or plans and specifications, as the case may be, as submitted. The foregoing process shall be continued until the design, and plans and specifications, are approved or deemed approved by Developer. It is understood and agreed that the design shall be first approved, and that the plans and specifications, based on the approved design, shall be subsequently approved, all as above provided. Once the plans and specifications are approved or deemed approved, as above provided, they shall be changed only by written change orders duly signed by Metro Transit and Developer, or its agent. This Agreement is further governed by the Design and Construction provisions set forth on the attached Exhibit B. To the extent of any inconsistencies between this Agreement and Exhibit B, the provisions of this Agreement shall prevail.

Developer shall submit its design, and the plans and specifications, for the balance of the Transit Hub Improvements to Metro Transit for approval when done. If Metro Transit does not disapprove of the design, or the plans and specifications, by written notice given to Developer within 30 days after submission thereof to Metro Transit specifying the reasons for the disapproval, then they shall be deemed approved in all respects. If so disapproved by Metro Transit, Developer shall revise the design, or the plans and specifications, as the case may be,

and resubmit them to Metro Transit for approval and Metro Transit shall disapprove in writing within 15 days after submission or be deemed to have approved the design, or plans and specifications, as the case may be, as submitted. The foregoing process shall be continued until the design, and plans and specifications, are approved or deemed approved by Metro Transit. It is understood and agreed that the design shall be first approved, and that the plans and specifications, based on the approved design, shall be subsequently approved, all as above provided. Once the plans and specifications are approved or deemed approved, as above provided, they shall be changed only by written change orders duly signed by Metro Transit and Developer, or its agent.

3.3 Relocation of Transit Hub Improvements. Developer will relocate the existing Transit Hub Improvements, as defined in the Original Agreement, which include, without limitation, the original Transit Facilities, as defined in the Original Agreement, from their respective locations shown on Exhibit A to the Original Agreement (by demolition of such improvements and restoring such locations to substantially the conditions that existed prior to the construction of such improvements) to the respective locations shown on the Site Plan (by construction of the new Transit Hub Facilities). Developer will complete such demolition of the existing Transit Hub Improvements and restoration of the locations thereof, and construction of the new Transit Hub Improvements no later than the grand opening of Developer's redevelopment of the former Mervyn's site at Rosedale. Metro Transit agrees to begin using the new Transit Hub Improvements within 7 days after notice from Developer of the completion thereof.

3.4 Relocation of Park and Ride Area. Developer will relocate the existing Park and Ride Area from its location shown on Exhibit A of the Original Agreement to the area shown on the Site Plan. Developer will relocate the existing Park and Ride Area to the new Park and Ride Area no later than the grand opening of Developer's redevelopment of the former Mervyn's site at Rosedale. As shown on the Site Plan, the new Park and Ride Area shall contain 375 parking spaces.

3.5 Construction of Transit Hub Improvements. Developer will be responsible for constructing: (a) the roadway improvements necessary for Metro Transit's Busses on the Bus Route within Rosedale that are above and beyond the standard and customary pavement that Developer uses at Rosedale for automobile vehicular traffic; (b) the Bus Shelters, the Waiting Area and a driver's restroom, including without limitation, all heating, ventilating, mechanical, electrical, plumbing, and life safety systems and equipment and all lighting and signage related thereto; and (c) the sidewalks and crosswalks that are part of the Transit Hub Improvements.

3.6 Payment to Developer.

(a) It is understood and agreed that the design of and preparation of plans and specifications for the Transit Hub Improvements, except for the Shelter Building, and construction of the new Transit Hub Improvements shall be managed and done by Developer. Metro Transit agrees to pay to Developer pursuant to Article VIII of the attached Exhibit B. If Developer's invoice is not paid in full by Metro Transit within the thirty (30) day period specified in Exhibit B, then the unpaid portion of the invoice shall

bear interest at 12% per annum from the date of the invoice until paid, and any partial payment of the invoice shall be applied first to accrued interest and then to principal.

(b) Developer, once the plans and specifications for the Transit Hub Improvements have been approved, or deemed approved, by Developer as above provided, shall obtain bids for the construction of the Transit Hub Improvements.

3.7 Ownership. Notwithstanding payment therefor by Metro Transit, the Transit Hub Improvements shall be and remain the property of the party upon whose land they are located, and its successors and assigns.

ARTICLE IV

MAINTENANCE

4.1 Responsibilities of Metro Transit. Except for obligations specifically allocated to Developer under this Agreement, Metro Transit shall maintain, repair, and replace the Transit Hub Improvements at its sole expense.

4.2 Waiting Area. Metro Transit shall do routine day to day maintenance of the Waiting Area consisting of sweeping, picking up litter, snow removal and striping, without cost or charge to Developer. All other maintenance and repair, including, without limitation, reconstruction or resurfacing, or repairing of cracks or holes, shall be done by Metro Transit, without cost or charge to Developer or any owner, lessee or occupant of Rosedale, and Developer shall have no obligation to do any such other maintenance or repair in connection therewith.

4.3 Bus Shelters. Metro Transit shall do routine day to day maintenance of the Bus Shelters consisting of sweeping, picking up litter and snow removal, without cost or charge to Developer. All other maintenance and repair, including, without limitation, replacing of glass, repair of damage, repair of replacement of lights or heating elements, painting, repairing or replacing of the Bus Shelters shall be done by Metro Transit, without cost or charge to Developer or to any owner, lessee or occupant of Rosedale, and Developer shall have no obligation to do any such other maintenance or repair in connection therewith.

4.4 Bus Route. After realignment and reconstruction of the Bus Route pursuant to Article III hereof, the Bus Route shall be maintained, repaired and reconstructed by Developer when and as determined necessary or desirable by Developer and without cost or charge to Metro Transit, and Metro Transit shall have no obligation to do any maintenance, repair or reconstruction in connection therewith.

4.5 Park and Ride Area. Subject to the provisions of paragraph 4.1 hereof, Developer shall do routine day to day maintenance of the Park and Ride Area consisting of sweeping, picking up litter, snow removal and striping. All other maintenance and repair and reconstruction of the Park and Ride Area also shall be done by Developer. All such maintenance and repair shall be done when and as determined necessary or desirable by Developer and without cost or charge to Metro Transit and Metro Transit shall have no obligation to do any

maintenance, repair or reconstruction in connection therewith. The provisions of this Section are subject, however, to the provisions of Section 6.4 hereof.

4.6 Signage; Advertising.

(a) All signs placed on Rosedale as a part of the Transit Hub Improvements or otherwise placed by, or at the request of, Metro Transit pursuant to this Agreement in connection with the use of Rosedale as a transit hub (the "Signage") shall be placed, maintained, repaired and replaced by Metro Transit, without cost or charge to Developer or any owner, lessee or occupant of Rosedale, and Developer shall have no obligation of any kind relative to such signs. No Signage shall be placed or maintained by Metro Transit on Rosedale unless shown in the plans and specifications to be prepared pursuant to paragraph 3.2 hereof, or unless first approved by Developer in writing as to location, design, size, color and message. Any signs not so shown or approved shall be removed by Metro Transit upon written demand given by Developer to Metro Transit.

(b) No advertising shall be placed, allowed or maintained on the Bus Shelters except advertising of Rosedale or of or by lessees or occupants of Rosedale, and then only with the prior written approval of Developer, and any advertising not so approved shall be removed upon written notice given by Developer to Metro Transit.

(c) The foregoing provisions of this Section 4.6 to the contrary notwithstanding, it is agreed that Metro Transit may post schedules for Busses and advertising for the riding of Busses, and that Developer may post directories and advertising for stores in Rosedale, within the glass-enclosed display case to be located within each of the Bus Shelters.

4.7 Standard of Maintenance.

(a) Developer shall fulfill its obligations as above set out in this Article IV at the same time and upon the same schedule as it provides similar maintenance services to the balance of the property upon which the Transit Hub Improvements are located.

(b) Metro Transit shall fulfill its obligations as above set out in this Article IV in such manner and at such times so that the Bus Shelters, Waiting Area, Lighting and Signage at all times shall be in a neat, clean condition and in a good state of repair consistent with and at least equal to the quality and standard of maintenance and repair done and maintained on the balance of Rosedale and so as to be in compliance with the maintenance and repair provisions of the Operating Agreement as defined in paragraph 5.8 hereof; provided, however, that during times of maintenance, replacement or repair, the requirement of a neat and dean condition need not be complied with, but all such maintenance, replacement and repair shall be done in such manner that the premises being worked on are kept as neat and clean as reasonably possible under the circumstances.

(c) Any replacements or reconstruction of the Transit Facilities shall be done using the same materials and design as originally used, and using equipment and engineering standards equal to, or better than, those originally used. If, for any reason,

any of the Transit Facilities must be changed or modified in connection with replacement or reconstruction, including, without limitation, change of the initial design, no such change or modification shall be made or done without first receiving the prior written approval of Developer.

4.8 Utilities. Metro Transit will pay for all utilities used by the Transit Hub Improvements.

4.9 Entry Easements; Liens.

(a) Metro Transit, by themselves, or through their agents, employees or contractors, shall have, and are hereby given, the right to enter upon the Bus Route and the property on which the Transit Facilities are located with such personnel, equipment and materials as they may deem necessary, for the purposes of performing their obligations as set forth in this Article IV. Metro Transit shall not be required to provide notice to Developer for routine maintenance. For non-routine maintenance, such entry shall be made, and such performance shall be done, only after at least ten (10) days prior written notice to Developer and on a schedule and at times worked out with Developer; provided, however, that in the event an emergency exists, in the reasonable opinion of the entering party, such entry may be without such notice or agreed on schedule. Provided, further however, and in any event, any such entry shall be done in such manner and at such times as shall cause the least possible interference with the ongoing operation of Rosedale and the use of Rosedale by its owners, lessees and occupants and their respective customers, guests and invitees.

(b) All work done on Rosedale by Metro Transit pursuant to this Agreement shall be paid for by Metro Transit so as to keep Rosedale, and all parts thereof, free and clear of mechanics' and materialmen's liens arising or claimed to arise therefrom, and if any such lien be filed or recorded, it shall promptly be discharged of record by Metro Transit.

4.10 Casualty Insurance; Damage and Destruction.

(a) Metro Transit agrees to maintain, at its expense, property insurance covering the Transit Facilities, which insurance shall name Developer as loss payee. Such insurance shall be written on an "all-risk" basis, including earthquake, sprinkler leakage and plate glass coverage, covering all of Metro Transit's trade fixtures, furniture, furnishings, equipment not affixed to the Shelter Building, and the Shelter Building's HVAC system, and covering all of the improvements installed in the Shelter Building by or for Metro Transit, in an amount not less than 80% of the replacement cost thereof, without co-insurance.

(b) If the Transit Facilities are damaged or destroyed by a casualty insured against under the policy then maintained pursuant to paragraph (a) of this Section, then Developer may use the net insurance proceeds payable, due to, and allocable to, the damage or destruction of such Transit Facilities (except, however, the Bus Route) to repair and reconstruct the Transit Hub Improvements as provided below. Metro Transit

agrees to pay to Developer any deductible or self-insured retention (SIR), due to such damage or destruction.

(c) If the improvements in Rosedale are damaged or destroyed by fire or other casualty, and if 15% or more of the number of square feet located in Rosedale and designated by the owners thereof for occupancy by tenants immediately prior to such damage or destruction, is rendered untenantable due to such damage and destruction, then this Agreement, at the option of Developer, to be exercised by notice to Metro Transit given within ninety (90) days of such damage or destruction, shall be terminated. Provided, however, that if Developer does not give such notice, then Developer shall repair and reconstruct the Transit Hub Improvements pursuant to the provisions of paragraph 4.10(c) hereof, but only to the extent that net insurance proceeds payable due to, and allocable to, the damage or destruction of such Transit Hub Improvements are actually received by Developer, plus such sums as are actually received by Developer from payments made by Metro Transit with respect to any deductible or SIR, plus any sums received from Metro Transit, in its discretion, to help pay the cost of such repair and reconstruction. If this Agreement is terminated as above provided in this paragraph, Developer shall pay to Metro Transit the net insurance proceeds actually received by Developer which are payable due to, and allocable to, the damage or destruction of the Transit Facilities, in full satisfaction of all obligations under this Agreement.

(d) For purposes hereof, net insurance proceeds means the total insurance proceeds payable due to a casualty less all costs incurred in obtaining such proceeds, including experts' fees and attorneys' fees, whether suit be brought or not.

4.11 Temporary Obstruction and Relocation. The use of any or all of the Transit Facilities may be temporarily obstructed, and any or all of the Waiting Area or Bus Route may be temporarily relocated, by Developer or Metro Transit to the extent reasonably necessary in connection with any work to be done pursuant to this Article. If relocation is on the Rosedale property such relocation shall be done only to such areas, and for time periods, as Developer shall designate in writing. If relocation is off the Rosedale property, the relocation area shall be designated in writing by Metro Transit. However, in no event shall any person block or unreasonably restrict access to any stores adjoining the Transit Facilities. Temporary relocation of the Park and Ride Area shall be done only pursuant to Article VI hereof.

4.12 Minimum Interference. Each party hereto shall exercise their respective rights hereunder reasonably and in such manner as to cause the least possible interference under the then circumstance with the use and enjoyment by the other party hereto of their rights hereunder and with the use and enjoyment of other properties in Rosedale by the owners, lessees and occupants thereof and their respective customers, guests and invitees.

4.13 Emergency Repair. Any provision of this Agreement to the contrary notwithstanding, it is agreed that if any repair or maintenance to be done by Developer or Metro Transit, is not done by the party obligated by this Agreement to do such repair or maintenance, and in the reasonable opinion of any other of said Developer or Metro Transit, an emergency exists which requires that such repair and maintenance be done immediately, then such repair and maintenance may be done by any other of said Developer or Metro Transit, and the cost,

including reasonable attorneys' fees, may be recovered by the party doing the repair or maintenance from the party obligated by this Agreement to pay for the cost of such repair and maintenance, such recovery to be made pursuant to the procedures and in the amount set out in paragraph 8.3(a)(i) or 8.3(b)(i), as the case may be.

4.14 Costs. All costs and expenses of Metro Transit performing its obligations under Article IV shall be borne entirely by Metro Transit.

ARTICLE V

USE AND TERM OF USE OF TRANSIT HUB IMPROVEMENTS

5.1 Use. Any provider of public transit service funded by or authorized by written contract with Metro Transit, and including the subcontractors of such authorized providers, within, originating from, passing through, or terminating in, Metro Transit, and using rubber-tired public transit busses, and their respective passengers, shall have the right, privilege and license to use the Transit Facilities and Park and Ride Area, subject, however, to the terms and conditions of this Agreement. The foregoing shall not include, however, any common carrier passenger transportation.

5.2 Term. The term (the "Term") of this Agreement shall commence as of the date hereof and shall continue for a period of twenty (20) term years commencing on the date notice is given by Developer to Metro Transit that the Transit Hub Improvements are substantially completed pursuant to the material provisions of the approved plans and specifications for the Transit Hub Improvements; subject, however, to earlier termination as herein provided. The parties hereto agree to execute and deliver a supplement hereto stating the beginning and ending date of said twenty (20) term year period determined as above provided, but such period shall be determined as above provided if such supplement is not executed and delivered. For purposes hereof, a term year shall mean each period beginning on the commencement date of the 20-year term as determined above in this Section, or on an anniversary of that commencement date, and ending on the day prior to the following anniversary of that date.

5.3 Termination.

(a) This Agreement may be terminated in its entirety, at any time, by Metro Transit, by written notice thereof to Developer stating the date of termination, which shall be not earlier than 30 days after the date of such notice.

(b) This Agreement may be terminated, at any time, by Developer, by written notice thereof to Metro Transit stating therein the date of termination, which shall be not earlier than 365 days after the date of such notice; provided, however, unless this Agreement is terminated due to Metro Transit's voluntary termination or default, or due to a casualty or condemnation, (a) the bus stop at the Mall Entrance described in Section 2.1 and that portion of the Bus Route serving the Mall Entrance, shall not be subject to termination during the Term; and (b) the "Transit Hub," which shall be deemed to include the Waiting Area, the Waiting Area Bus Shelter, the Lighting, the signs related to

such areas, the driver's restroom, and that portion of the Bus Route serving such areas, shall not be subject to termination during the first 10 years of the Term.

5.4 Relocation. Developer may not, at any time, permanently relocate the Transit Facilities, in whole or in part, except, however, for the Bus Route which may be relocated at any time and from time to time, and either permanently or temporarily, by Developer by notice to Metro Transit, which notice shall state the effective date of such relocation (and, if temporary, the duration of such relocation), which effective date shall be not earlier than 60 days after the date of such notice. Such Bus Route shall be the Bus Route, as defined herein, after the effective date of such relocation. Any such relocated Bus Route, however, shall go through the Waiting Area and by the Park and Ride Bus Shelter. If so relocated by Developer, Developer shall relocate all signs from the prior Bus Route to the Bus Route which relate to the Bus Route or its use, without cost or charge to Metro Transit.

5.5 Reimbursement. If this Agreement is terminated by Metro Transit pursuant to paragraph 8.3(a)(ii) hereof, due to failure by Developer to perform its obligations, then Developer shall pay to Metro Transit an amount equal to the total cost paid by Metro Transit or Metro Transit to Developer pursuant hereto for the Shelter Building only, less, however, an amount equal to 1 /10th of such total cost for the Shelter Building only times the number of full term years (as defined in Section 5.2 hereof), and a pro rata portion of such 1 /10th for any pro rata portion of any full term year, which has elapsed since the date of commencement of the 20-year term determined pursuant to Section 5.2 hereof, to the date of such termination. In addition, if this Agreement is terminated by Developer pursuant to Section 5.3(b), or if this Agreement is terminated by Metro Transit pursuant to paragraph 8.3(a)(ii) hereof, due to failure by Developer to perform its obligations, then Developer shall pay to Metro Transit an amount equal to the total cost paid by Metro Transit or Metro Transit to Developer pursuant hereto for the Transit Hub Improvements, except the cost of the Shelter Building, less, however, an amount equal to 1 /20th of such total cost times the number of full term years (as defined in Section 5.2 hereof), and a pro rata portion of such 1 /20th for any pro rata portion of any full term year, which has elapsed since the date of commencement of the 20-year term determined pursuant to Section 5.2 hereof, to the date of such termination. In addition, if this Agreement is terminated by Metro Transit pursuant to paragraph 8.3(a)(ii) hereof, due to failure by Developer to perform its obligations, then Developer shall also pay to Metro Transit an amount equal to the total unamortized improvements pursuant to the Original Agreement as of the date of commencement of this Agreement, less, however, an amount equal to 1 /5th of such total times the number of full term years (as defined in Section 5.2 hereof), and a pro rata portion of such 1 /5th for any pro rata portion of any full term year, which has elapsed since the date of commencement of the 20-year term determined pursuant to Section 5.2 hereof, to the date of such termination. Such amounts determined as provided above shall be paid, without interest, on the date of termination.

5.6 Non-exclusive. The use of the Transit Facilities by Metro Transit and other persons allowed by Section 5.1 hereof, is and shall be non-exclusive, and Developer and other owners, lessees and occupants of Rosedale, and their customers, guests and invitees, may use the Transit Facilities for any purposes similar or dissimilar to the uses allowed by this Agreement; provided that such similar or dissimilar uses shall be subject to the prior and superior rights granted by this Agreement, including specifically, but without limitation, the rights granted by paragraphs 5.1 and Article VI hereof.

5.7 Use Regulations.

(a) Use of the Transit Facilities pursuant to this Agreement shall be subject to such rules and regulations as Developer may establish from time to time for the control and regulation of traffic and motor vehicles on Rosedale; provided, however, that Developer shall not establish for, or impose on, the Busses any rules and regulations which are more onerous or restrictive than those imposed generally on other traffic and motor vehicles at Rosedale.

(b) The provisions of the immediately preceding paragraph notwithstanding it is agreed that the use of the Transit Facilities shall be subject to the following specific rules:

(i) No Busses shall wait or park in any area in Rosedale except in the Waiting Area;

(ii) All passengers of Busses shall unload and load only in the Waiting Area, and at the Park and Ride Bus Shelter, and at such places along the Bus Route as may, from time to time, be agreed upon in writing by Developer and the Metro Transit, and which are appropriately signed as stops for Busses;

(iii) No Busses shall be washed, repaired or maintained in any part of Rosedale, including, without limitation, the Waiting Area, except, however, in an emergency and then only those repairs shall be made which are necessary to allow removal of the Bus from Rosedale;

(iv) No advertising or notices (other than Signage as provided in Section 4.6 hereof) shall be placed, allowed or maintained on any of the Transit Facilities except advertising of Rosedale or of or by lessees or occupants of Rosedale, and then only with the prior written approval of Developer, and any advertising not so approved shall be removed upon written notice given by Developer to Metro Transit; and

(v) All Busses shall use the Transit Facilities only for the transportation and unloading and loading of passengers, and no Bus shall park in the Waiting Area for time durations in excess of the time needed to load and unload passengers and to maintain or achieve the time schedule for the then route of that Bus.

5.8 Operating Agreement. Anything herein to the contrary notwithstanding, it is understood and agreed that the use of the Transit Facilities under and pursuant to this Agreement shall be subject to the terms, conditions and provisions of the Restatement of Operating Agreement dated July 24, 1976 and filed in the office of the Registrar of Titles, Ramsey County, Minnesota, as Document No. 622318, and filed in the office of the County Recorder, Ramsey County, Minnesota, as Document No. 1931872, as the same is now or hereafter amended (said Restatement of Operating Agreement, as now or hereafter amended, is herein called the "Operating Agreement"). If there at any time is any conflict between the provisions of this Agreement, and the provisions of the Operating Agreement, the provisions of the Operating

Agreement shall prevail and control. Developer hereby warrants and represents to Metro Transit that no provisions of the Operating Agreement prohibit the entering into or performance of this Agreement by Developer.

ARTICLE VI

PARK AND RIDE

6.1 Location and Use. Passengers of transit services provided by allowed users of the Transit Facilities as stated in Section 5.1 hereof may park in the area shown on the Site Plan as the park and ride area (the "Park and Ride Area").

6.2 Time of Use. Metro Transit will operate the Park and Ride Area Mondays through Fridays, 5:00 A.M. to 6:30 P.M. However, up to 100 parking spaces within the Park and Ride Area may be used by Park and Ride users until 10:00 P.M. on such days. The Park and Ride Area may not be used by Park and Ride users on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, no more than 100 parking spaces within the Park and Ride Area may be used by Park and Ride users on the Friday after Thanksgiving Day. As set forth in Section 4.11 and Section 6.4 of this Agreement, the Park and Ride Area may not be used by Park and Ride users during times of temporary obstruction or relocation. Any such passengers parked in the Park and Ride Area at times other than as above stated shall be subject to removal or such other action as is used, from time to time, by Developer to enforce its parking and use regulations at Rosedale.

6.3 Term. The term of use of the Park and Ride Area shall be the same as set out in Section 5.2, and shall terminate as provided in Section 6.5 hereof, or when this Agreement is terminated pursuant to any other provision of this Agreement, or by agreement of the parties hereto.

6.4 Temporary Relocation. Developer may temporarily change the location of the Park and Ride Area, at any time, and from time to time, and in whole or in part, by written notice given to Metro Transit, which notice shall state the beginning and ending dates of such relocation, which beginning date shall not be earlier than fifteen (15) days after the date of such notice, and which may be off of the Rosedale property. If relocation is on the Rosedale property, such relocation shall be done only to such areas, and for such time periods, as Developer shall designate in writing. If relocation is off the Rosedale property, the relocation area shall be designated in writing by Metro Transit. Such relocation may be made and done only (i) for purposes of maintenance, repair or reconstruction pursuant to Section 4.5 hereof, or (ii) if Developer determines, in its sole discretion, that the Park and Ride Area parking spaces are needed for customers of Rosedale tenants during all or any part of any holiday as defined by Minnesota Statutes, or from Thanksgiving to and including December 31 of any year. If relocated on the Rosedale property, the provisions of Section 4.5 hereof shall continue to apply as to the relocated Park and Ride Area. If relocated off of the Rosedale property, then Metro Transit, and not Developer, shall perform the maintenance, repair and reconstruction duties set out in Section 4.5 hereof as to the relocated Park and Ride Area. Reference herein to Park and Ride Area shall mean the area to which it is relocated so long as such relocation continues.

6.5 Permanent Termination. Developer may permanently terminate the use of the Park and Ride Area pursuant to this Agreement, at any time, and in whole or in part, by written notice given to Metro Transit which shall state the date of such termination or relocation, which shall not be earlier than 365 days after the date of such notice; provided, however, , unless this Agreement is terminated due to Metro Transit's voluntary termination or default, or due to a casualty or condemnation, the Park and Ride Area shall not be subject to termination during the first 5 years of the Term. Upon termination of the use of the Park and Ride Area, Metro Transit will take all measures necessary to prevent the continued use of the Park and Ride Area by park and ride bus passengers, including, but not limited to, leafletting of windshields and towing of cars.

6.6 No Reimbursement. If Developer terminates the use of the Park and Ride Area pursuant to Section 6.5 hereof, then Developer shall not be required to reimburse Metro Transit for any cost of the improvements paid for by Metro Transit under this Agreement with respect to the Park and Ride Area.

6.7 Removal of Vehicles. It is understood that some persons use the Park and Ride Area who are not passengers of transit services. Therefore, it is agreed that the vehicles of such persons shall be subject to removal or such other action as is used, from time to time, by Developer to enforce its parking and use regulations at Rosedale.

6.8 Use Regulations. Use of the Park and Ride Area pursuant to this Agreement shall be subject to such rules and regulations as Developer may establish from time to time for the control and regulation of traffic and motor vehicles in Rosedale; provided, however, that Developer shall not establish, or impose on, the Park and Ride Area any rules and regulations which are contrary to Section 6.2 hereof or which in operation effectively eliminate the use of the Park and Ride Area by passengers of Busses.

6.9 Non-Exclusive. The use of the Park and Ride Area by Metro Transit and other persons allowed by Section 6.1 hereof, is and shall be non-exclusive, and Developer and other owners, lessees and occupants of Rosedale, and their customers, guests and invitees, may use the Park and Ride Area for any purposes similar or dissimilar to the uses allowed by this Agreement; provided that such similar or dissimilar uses shall be subject to the prior and superior rights granted by this Article VI of this Agreement.

6.10 Shuttle Service.

(a) If the Park and Ride Area is relocated off of the Rosedale property pursuant to Section 6.4 hereof, Metro Transit shall provide and operate a shuttle service from the Park and Ride Area to the Waiting Area Bus Shelter. Such service shall operate only on the Bus Route and shall be subject to the provisions of Sections 5.1, 5.7 and 6.8 hereof.

(b) Developer shall pay one-half of the actual out-of-pocket costs incurred by Metro Transit after the Effective Date for operating such shuttle, but only as to such costs which meet all of the following conditions: (i) they must be for operation during weekdays only, (ii) they must be for shuttles from Park and Ride Areas relocated off of

the Rosedale property, and (iii) they must be for operation during holidays as defined by Minnesota Statutes or during the period from Thanksgiving to December 31 of any year. However, in any event, Developer shall not pay more than $2,750.00 per month toward actual out-of-pocket costs of operating such shuttle. Metro Transit shall give to Developer each month a statement for costs incurred during the then prior month for operation of the shuttles for which Developer is to share payment, as above provided, such statement to be in such form and to show such detail and breakdown, and supported by such invoices and receipts and similar data, as Developer shall reasonably request. Developer shall pay its share of such monthly operating costs within thirty (30) days after Developer receives such statement in a form and with such detail and breakdown, and supported by such invoices, receipts and similar data, as Developer has then requested. If Developer's share is not paid in full within said thirty (30) day period, then the unpaid portion of the statement shall bear interest at 12% per annum from the end of said thirty (30) day period until paid, and any partial payment of a statement shall be applied first to accrued interest and then to principal. The remedy of Metro Transit for refusal of Developer to make any payment due pursuant to the provisions of this paragraph shall be limited to recovery of the amount due, with interest and costs of enforcement and collection pursuant to paragraphs 8.3(d) and (e) all other remedies being hereby waived and released.

6.11 Notice to Users of Relocated Park And Ride Area. Metro Transit also shall give notice, without cost or charge to Developer, to users of the Park and Ride Area of the then relocated Park and Ride Area for the purpose of directing users to the then relocated Park and Ride Area. Such notice shall be given upon the occurrence of each such relocation and shall be given each day for at least three business days before each such relocation. Such notice, at a minimum, shall include handouts to riders of the Busses serving the Park and Ride Area, and fliers on cars using the Park and Ride Area.

ARTICLE VII

TRANSIT CAPACITY AND TRANSIT POLICE

7.1 Transit Capacity.

(a) Maximum Bus Capacity. The maximum number of Buses that may enter the Waiting Area shall not exceed the maximum design capacity of the Waiting Area (the "Maximum Bus Capacity"). Metro Transit shall arrange its bus schedules such that the Maximum Bus Capacity is not exceeded.

(b) Park and Ride. Metro Transit will assist Developer in controlling vehicles attempting to park-and-ride outside of the Park and Ride Area.

(c) Security Measures. Metro Transit will cooperate with Developer's security measures and procedures.

ARTICLE VIII

LIABILITY AND REMEDIES

8.1 Hold Harmless by Developer. Developer shall hold Metro Transit, and their respective officials, officers, agents, employees and representatives, harmless from and indemnified against any loss, cost, damage or expense, including reasonable attorneys' fees, arising out of any claims by persons not a party to this Agreement, which claims are due to, or alleged to be due to, the design of the Transit Hub Improvements (to the extent such design is attributable to Developer), the construction or maintenance to be done by Developer pursuant to this Agreement, or out of the failure, or alleged failure, of Developer to have done such maintenance as is to be done by Developer pursuant to this Agreement, or out of the act or neglect, or alleged act or neglect, of Developer, or its officers, agents, employees or representatives.

8.2 Hold Harmless by Metro Transit. Metro Transit agree to hold Developer, the owners and lessees of, and the managing agents of, the property on which the Transit Facilities are located, and their respective officers, agents, employees, representatives, guests and invitees, harmless from and indemnified against any loss, cost, damage or expense, including reasonable attorneys' fees, arising out of any claims by persons not a party to this Agreement, which claims are due to, or alleged to be due to, the design of the Transit Hub Improvements (to the extent such design is attributable to Metro Transit) the providing of public transit service at Rosedale, or out of the failure, or alleged failure, of Metro Transit to have done such repair and maintenance of the Transit Facilities as is to be done by either of them pursuant to this Agreement, or out of the act or neglect, or alleged act or neglect, of Metro Transit, or their respective officials, officers, agents, employees or representatives.

Any amount of indemnification or hold harmless provision provided by Metropolitan Council under Section 8.2 shall not exceed the limits provided by Minn. Stat. Chapter 466 and shall not include any Loss that the Metropolitan Council is immune from, provided by Minn. Stat. Chapter 466, and shall only apply to the extent that such Loss is directly caused by the Metropolitan Council's negligence.

8.3 Remedies.

(a) If Developer fails to do any construction or maintenance work to be done by it pursuant to this Agreement, or fails to fulfill any other obligations under this Agreement, and if such failure continues for a period of thirty (30) days after notice of such failure, specifying the same, is given to Developer, then Metro Transit may at its or their option either:

(i) enter upon the Bus Route and the property upon which the Transit Facilities are located to do the work which Developer has failed to do, or to fulfill such obligations, and Developer agrees to pay to Metro Transit, as the case may be, all costs incurred in doing such work or fulfilling such obligations, including reasonable attorneys' fees, in excess of the cost which is to be paid by Metro Transit as provided in Articles III and IV hereof, with interest on such excess cost

at 12% per annum from a date 30 days after notice of such costs is given to Developer, until paid; or

(ii) terminate this Agreement. If Metro Transit elects to terminate this Agreement, it shall do so by an additional notice to Developer so stating such intent, and if such failure continues for an additional ten (10) business days after such additional notice is given to Developer, then Metro Transit may proceed to terminate this Agreement by additional notice to Developer, which notice shall specify the date of termination, which shall be not earlier than 30 days after the date of such notice. If this Agreement be so terminated, then, after the date of such termination, Metro Transit, and all other persons authorized by Section 5.1 hereof to use the Transit Facilities and by Section 6.1 hereof to use the Park and Ride Area, shall cease using the Transit Facilities and the Park and Ride Area, and Developer and Metro Transit shall have no liability or obligation under this Agreement, except for obligations accruing prior to such termination, and except that Developer shall make reimbursement pursuant to Section 5.5 of this Agreement.

(b) If Metro Transit fails to do any construction, maintenance or repair work to be done by it pursuant hereto, or fails to fulfill any other obligation under this Agreement, and if such failure continues for a period of ten (10) business days after notice of such failure, specifying the same, is given to Metro Transit, then Developer may at its option, either:

(i) do such work which Metro Transit has failed to do, or fulfill such obligation, and Metro Transit agrees to pay all costs incurred by Developer in doing such work, or fulfilling such obligation, including reasonable attorneys' fees, with interest on such costs at 12% per annum from a date ten (10) days after notice of such costs is given to Metro Transit, until paid; or

(ii) terminate this Agreement. If Developer elects to terminate this Agreement, it shall do so by an additional notice to Metro Transit so stating such intent, and if such failure continues for an additional 10 business days after such additional notice is given to Metro Transit, then Developer may proceed to terminate this Agreement by additional notice to Metro Transit, which notice shall specify the date of termination, which shall be not earlier than 30 days after the date of such notice. If this Agreement be so terminated, then, after the date of such termination Metro Transit, and all other persons authorized by Section 5.1 hereof to use the Transit Facilities and by Section 6.1 hereof to use the Park and Ride Area, shall cease using the Transit Facilities and the Park and Ride Area, and Developer, and Metro Transit shall have no liability or obligation under this Agreement, except for obligations accruing prior to such termination, and specifically, without limitation, Developer shall have no obligation to make any reimbursement to any person pursuant to Section 5.5, or any other provision, of this Agreement.

(c) Metro Transit and Developer shall also have available all other remedies then allowed at law or in equity, including mandatory injunction, to enforce any of the obligations and duties of any party hereto or to recover damages for default therein.

(d) All of the remedies available to Metro Transit and Developer shall be usable and enforceable separately or concurrently, and the use of one remedy shall not waive or preclude the use of one or more of the other remedies. Also, the failure to exercise, or delay in exercising, any remedy shall not preclude any party from thereafter exercising any of its remedies for the same or a subsequent failure or refusal. Developer agrees to pay to Metro Transit, and Metro Transit agree to pay to Developer, any and all costs and expenses incurred by the other in enforcing this Agreement by use of the remedies set out herein or by other remedy or means available at law or in equity, including attorneys' fees, whether suit be brought or not, and with interest on all such costs and expenses at twelve percent (12%) per annum from the dates incurred until paid.

(e) Developer and Metro Transit, also agree to pay all costs of collection of any monies, including interest, due from or by it pursuant hereto, again including attorneys' fees and whether suit be brought or not, with interest at twelve percent (12%) per annum on such costs of collection from the dates incurred until paid.

ARTICLE IX

GENERAL PROVISIONS

9.1 Authority. Developer and Metro Transit represent that they are fully authorized to enter into this Agreement, and each represents that execution of this Agreement shall not constitute a default under any commitment made by it to persons or entities not a party to this Agreement.

9.2 Notices. Any notice, demand, request or other communication required or permitted to be given to Metro Transit or Developer shall be sufficiently given and served, and shall be effective and deemed properly given and served, two (2) days after it is deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, or on the next business day if deposited cost-paid with a nationally recognized overnight courier service, addressed as follows:

To Developer: PPF RTL Rosedale Shopping Center, LLC
c/o Morgan Stanley Real Estate Advisors, Inc.
Suite 800
3424 Peachtree Road NE
Atlanta, Georgia 30326
Attention: Asset Manager

To Metro Transit: Metropolitan Transit
560 Sixth Avenue North
Minneapolis, MN 55411-4398
Attention: _____

To City: City of Roseville, Minnesota
2660 Civic Center Drive
Roseville, MN 55113
Attention: City Manager

9.3 Entire Agreement; Amendments. This Agreement supersedes all prior agreements, oral and written, between any or all of the parties hereto relating to the use of Rosedale for public transit, and this Agreement is the entire agreement between the parties relating to use of Rosedale for public transit, and there are no other covenants, terms, provisions or understandings, written or oral, between any or all of the parties hereto relating to the use of Rosedale for public transit, and Metro Transit have and claims no rights to use Rosedale, or any part thereof, for public transit other than as set out in this Agreement. This Agreement may be amended and modified only by written agreement signed by the parties hereto with the same formality as this Agreement, and no amendment or modification shall be binding on the parties or have any effect unless so made.

9.4 No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the interests or easements hereby created, or any portion thereof, to the general public, even though some of the interests and easements hereby created may be used for or by the general public.

9.5 Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

9.6 Consent or Approval. Except as may otherwise be specifically provided herein, whenever in this Agreement the consent or approval of any party is expressly or impliedly required or requested, such consent or approval shall not be unreasonably withheld or delayed. If any such consent or approval is withheld or delayed by a party and there is a dispute as to its reasonableness, the sole and exclusive remedy of the other parties hereto shall be declaratory judgment, mandatory injunction or specific performance, but no money damages shall be claimed or paid.

9.7 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application of any thereof to any person, or in any circumstances, shall in no way affect any of the other provisions hereof, or the application of any thereof to any other person or in any other circumstances, and the same shall remain in full force and effect.

9.8 Performance; Excusable Delays; Emergencies.

(a) Whenever performance is required of any party hereto, or Metro Transit, that party shall use all due diligence to perform, and take all necessary measures in good faith to perform, as soon as possible; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of materials or labor, or damage to work or other activity in progress by reason of fire or other casualty, adverse weather conditions, or the presence or perceived presence of soil contamination, toxic or

hazardous waste of any kind or nature, or failure or refusal of any party hereto to approve of designs or plans and specifications pursuant to paragraph 3.2 hereof, or to agree to payment of costs pursuant to paragraph 3.6(b) hereof, or other causes beyond the reasonable control of that party, then the time for performance as herein specified shall be appropriately extended by the length of the delay actually so caused. The provisions of this Section shall not operate to excuse any party from the prompt payment of any moneys required by this Agreement.

(b) Whenever a party hereto is obligated by this Agreement to act or perform, and an emergency exists, in the reasonable opinion of the other party, which can be abated or ended by such act or performance, and the obligated party fails or refuses to act or perform promptly, then the other party may act immediately to abate or end the emergency without giving notice or waiting for expiration of any applicable grace period, and the acting party may recover its costs and fees pursuant to Article VIII hereof.

9.9 Liability Limitation. The liability of Developer hereunder shall cease and terminate once it is no longer the record owner of the Developer Parcel as defined in the Restatement of Operating Agreement for Rosedale dated as of February 24, 1976, as the same may now or hereafter be amended, and as the definition of Developer Parcel may be now or hereafter changed by amendments of said Restatement of Operating Agreement, except, however, for liabilities that accrued while such a record owner. All future record owners of such Developer Parcel shall be deemed to have assumed and agreed to keep and perform the obligations of Developer hereunder while they are record owners of such Developer Parcel, but such liability shall cease and terminate when any such future record owner is no longer a record owner of such Developer Parcel except, however, for such liabilities that accrued while such a record owner.

9.10 Eminent Domain. If all or any part of Rosedale, or the Transit Facilities, or the Park and Ride Area shall be acquired, temporarily or permanently, by the power of eminent domain, or by conveyance under threat of eminent domain, no part of the award or consideration for such acquisition or conveyance shall belong to or be paid to Metro Transit. However, nothing herein shall preclude Metro Transit from seeking and recovering on its or their own account from the condemning or acquiring authority any award or compensation attributable to the taking or purchase of any improvements, chattels or fixtures belonging to Metro Transit, or for the removal or relocation of the bus routes of Metro Transit, or for the interruption of Metro Transit's business.

9.11 Severability. If any term, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, provision and condition to persons or circumstances other than those as to when or which it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement, and all of the terms, provisions and conditions hereof, shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

9.12 No Setoff. Any payment of money to be made by any party or person pursuant to this Agreement shall be made without setoff or reduction of any kind or for any reason, except for setoff or reduction by money obligations arising under this Agreement.

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

9.14 Recording. Either Developer or Metro Transit may record this Agreement in the appropriate office for recording real property records in Ramsey County, Minnesota, to memorialize the existence and terms of this Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

METRO TRANSIT:

METROPOLITAN COUNCIL

By_____
Name (print): _____
Its: _____

By: _____
Name (print): _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing was acknowledged before me on _____, 2006, by _____ and _____, the _____ and _____, respectively, of METROPOLITAN COUNCIL, a _____, on behalf of the _____.

_____
Notary Public

DEVELOPER:

PPF RTL ROSEDALE SHOPPING CENTER, LLC

By: PPF Retail, LLC, its sole member
By: PPF OP, LP, its sole member
By: PPF OPGP, LLC, its General Partner
By: Prime Property Fund, LLC, its sole member
By: Morgan Stanley Real Estate Advisor, Inc., its Manager

By: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing was acknowledged before me on _____, 2006, by _____, the _____ of Morgan Stanley Real Estate Advisor, Inc., the Manager of Prime Property Fund, LLC, the sole member of PPF OPGP, LLC, the General Partner of PPF OP, LP, the sole member of PPF Retail, LLC, the sole member of PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public

CITY:

The City joins in this Amendment solely for the purpose of agreeing to the provisions of Section 1.1 of this Agreement.

CITY OF ROSEVILLE, MINNESOTA

By: Craig Klausing
Its: Mayor

By: William Malinen
Its: City Manager

STATE OF Minnesota)
) SS.
COUNTY OF Ramsey)

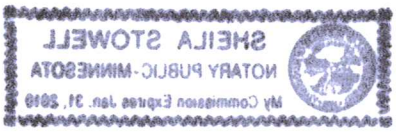
The foregoing was acknowledged before me on February 6, 2006, by Craig Klausing and William J. Malinen, the Mayor and City Manager, respectively, of THE CITY OF ROSEVILLE, MINNESOTA, a Minnesota municipal corporation, on behalf of the municipal corporation.

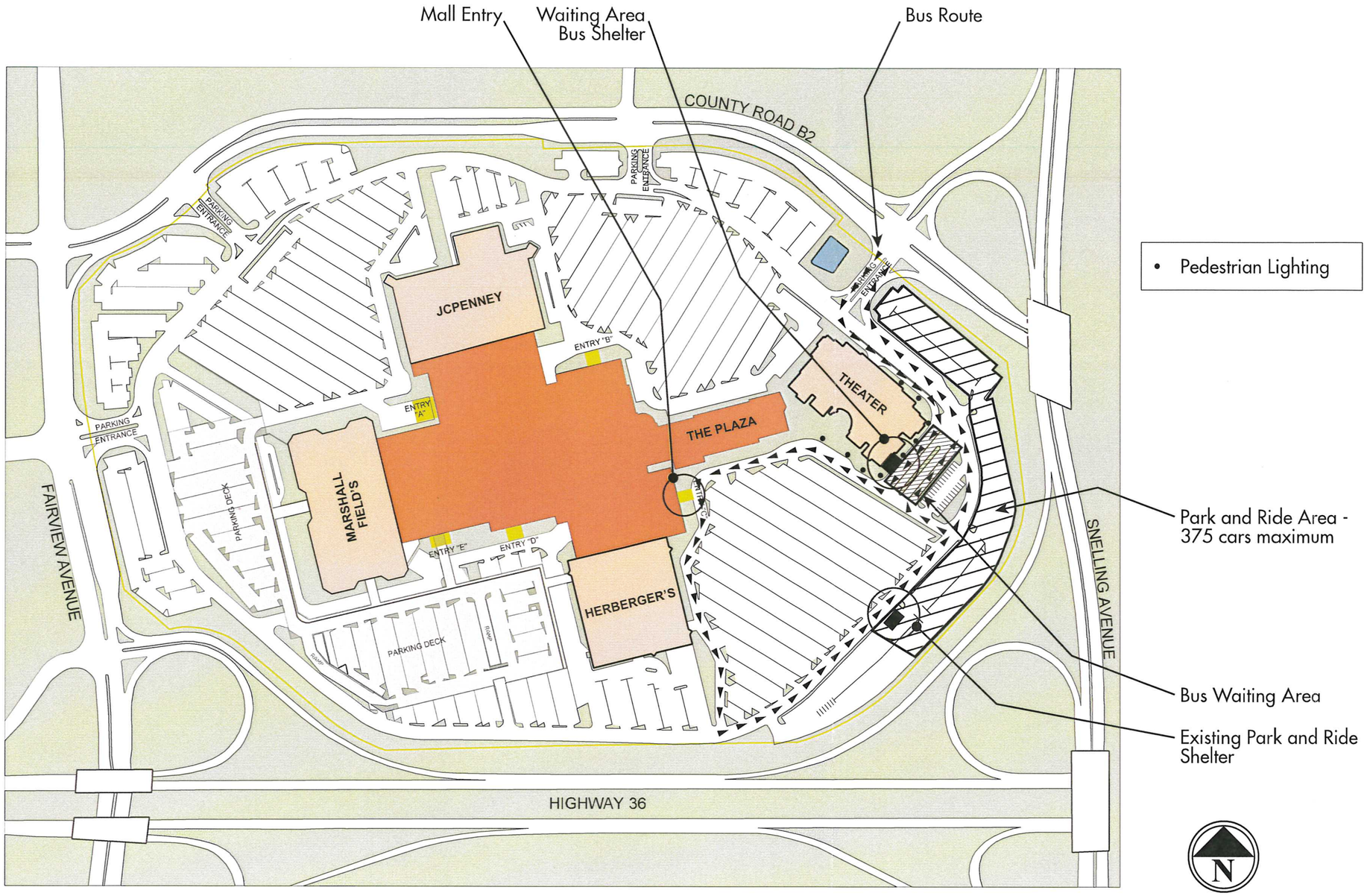
Sheila Stowell
Notary Public

SHEILA STOWELL
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2010

EXHIBIT A

Site Plan





Rosedale Center
10 Rosedale Center
Roseville, Minnesota 55113

JONES LANG LASALLE.
3424 Peachtree Road, N.E.
Suite 300
Atlanta, Georgia 30326

Site Plan - Exhibit A

Revision Date
8/1/06

EXHIBIT B

Design and Construction

EXHIBIT B

CONSTRUCTION OF TRANSIT CENTER PROJECT

I. IDENTIFICATION OF PROJECTS

1.1 Rosedale Project. The "Rosedale Project" shall mean the construction of approximately 123,700 square feet of retail development and approximately 58,600 square feet of theater space.

1.2 Transit Center Project. The "Transit Center Project" is related to but separate from the Rosedale Project and shall mean the construction of a building with a driver break room and passenger waiting area (the "Shelter Building"), along with pavement improvements for the bus waiting area (the "Bus Waiting Area") and bus route (the "Bus Route"), all as shown on the attached sketch, as part of the relocation and replacement of the existing transit center.

II. DEVELOPMENT OF DESIGN AND CONSTRUCTION DOCUMENTS

2.1 Design and Construction Documents. The architect selected by PPF RTL Rosedale Shopping Center, LLC ("Rosedale") for the Rosedale Project will prepare the "Design Documents" and "Final Construction Documents" for the Transit Center Project. The "Design Documents" and "Final Construction Documents" for the Shelter Building shall be prepared pursuant to a separate contract between such architect and the Metropolitan Council (the "Council"). Rosedale will submit or cause to be submitted to the Council and the Council will review and approve the Design Documents and the Final Construction Documents, including all plans, specifications and proposed construction schedule for the Transit Center Project.

2.2 Liability Provisions. Rosedale will include in the Final Construction Documents for the Shelter Building the following liability provisions:

"(A) that the Contractor will defend, indemnify, and save harmless the Council, its members, officers, agents and employees from all claims, suits, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) arising out of or by reason of the performance of this Agreement, caused in whole or in part by any act or omission of the Contractor, including acts or omissions of its employees, subcontractors, or for anyone whose acts any of them

may be liable, except where caused by sole negligence of the Council;

"(B) that the Contractor must provide and maintain insurance as provided on Exhibit C attached to and made a part of this Agreement and provide to the Council prior to commencement of construction a Certificate of Insurance evidencing the insurance coverage required in Exhibit C and naming the Council as additional insured; and

"(C) that the Contractor is considered to be an independent contractor for the purposes of completing the work provided for in this Agreement."

III. ADVERTISEMENT AND AWARD

Rosedale's general contractor for the Rosedale Project will be the construction manager for the Shelter Building. Rosedale shall cause its general contractor to advertise for bids for the construction of the Shelter Building, receive and open bids pursuant to said advertisement, and Rosedale shall enter into a contract with the lowest responsive responsible bidder at the unit prices specified in the bid of such bidder in accordance with the law, and such successful bidder shall construct the Shelter Building in accordance with the Final Construction Documents.

Notwithstanding the foregoing, immediately upon receipt and opening of bids by Rosedale for construction of the Shelter Building, Rosedale will tabulate the bids and submit a recommendation for selection of a bidder and award of contract to the Council. Council shall have seven (7) days to review the bids and approve the bidder.

Rosedale's general contractor shall construct the balance of the Transit Center Project pursuant to a separate contract between Rosedale and such general contractor.

IV. NOTICE OF COMMENCEMENT

Not less than seven (7) days prior to commencement of the Transit Center Project by Rosedale, Rosedale will give written notice to the Council of its intention to commence construction, said notice to be directed as follows:

Tom Thorstenson
Engineering and Facilities Manager
Metro Transit
560 6th Avenue North
Minneapolis, MN 55411

With a copy to:

Peter A. Hanf
Metropolitan Council
230 East 5th Street
St. Paul, MN 55101

V. ADMINISTRATION OF CONSTRUCTION CONTRACT

5.1 Rosedale Administration of Projects. Rosedale will administer the aforementioned contract, inspect the construction of the contract work included in the aforesaid Transit Center Project, and cause the project to be completed in accordance with the Final Construction Documents. All direct payments to Rosedale's contractor for work performed on said Transit Center Project will be made by Rosedale; provided, however, the Council will reimburse Rosedale as provided in this Exhibit B.

5.2 Rosedale Progress Reports. Rosedale will prepare weekly progress reports as provided in the approved Final Construction Documents. A copy of said reports will be furnished to the Council upon request. Rosedale will coordinate such progress reports with the Council inspection schedule provided for in this Exhibit B.

5.3 Review of Shop Drawings. Rosedale shall submit, and the Council shall review, any shop drawings submitted by Rosedale's contractor for the Transit Center Project. The Council will report its review comments in written form to Rosedale's authorized representative within a reasonable period of time. However, the responsibility for ensuring compliance and accuracy of the shop drawings, relative to the Final Construction Documents approved by the Council for the Transit Center Project will remain with Rosedale.

5.4 Council Inspection of Project. The work may be periodically inspected by the Council if the Council provides Rosedale with reasonable prior notice thereof; provided, however, the Council will have no responsibility for the supervision of the work. The Council will provide Rosedale with a written inspection report within ten (10) working days of each such inspection.

5.5 Corrections to Transit Center Project. Rosedale will make corrections to the Transit Center Project noted in the Council's inspection reports to the extent said corrections are within the scope of the approved Final Construction Documents or any changes thereto authorized by the Council.

VI. CHANGES/AMENDMENT TO TRANSIT CENTER PROJECT

6.1 Amendments by Rosedale. Rosedale will submit any amendments to or changes in those portions of the approved Final Construction Documents including the construction schedule which affect said Transit Center Project to the Council for review and approval, which approval will not be unreasonably withheld. Such amendments to the approved Final Construction Documents and/or changes in the construction schedule must be submitted to the Council at least fifteen (15) days prior to the implementation of such change. Rosedale agrees that it will not proceed with any amendment to or changes in the approved final construction documents of the Transit Center Project until the Council has consented to such change in accordance with its procedures and has approved such change in writing as evidenced by letter to Rosedale from the Council.

6.2 Amendments by Council. The Council may require Rosedale to make non-material changes to or modifications in the scope of the Transit Center Project and Rosedale hereby agrees to construct such required modifications or changes, provided however, that the entire cost of such change or modification shall be borne by the Council, including any costs incurred due to delays. Any change initiated by the Council that affects the critical path of the Rosedale Project or the Transit Center Project shall be deemed material. Notwithstanding the foregoing, in no event may the Council expand the footprint of the transit building, alter the bus route, the location of the bus staging area, or any other elements of the Transit Center Project shown on the site plan attached as Exhibit A to the Amended and Restated Transit Hub Agreement (Rosedale), to which this Exhibit B is attached.

VII. COMPLETION/ACCEPTANCE

7.1 Notice of Completion and Acceptance. Rosedale will inform the Council in writing of the completion of the Transit Center Project. Within a reasonable time thereafter the Council will inform Rosedale in writing either that the Transit Center Project as constructed is acceptable to the Council or that the Transit Center Project is not acceptable to the Council.

7.2 Unacceptable Work. In the event said work is not acceptable to the Council, the Council will further inform Rosedale of the specific reasons for non-acceptance and what steps in the opinion of the Council must be taken by Rosedale to make the Transit Center Project acceptable to the Council.

7.3 Final Acceptance. The final decision on acceptability of the Transit Center Project will be made by the Council. The Council will not unreasonably withhold acceptance of the Transit Center Project. Acceptance of the Transit Center Project by the Council shall be final, binding and conclusive

upon the Council as to the satisfactory completion of said work. If Rosedale disagrees with the final decision by the Council the Council and Rosedale agree to resolve any dispute by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

7.4 Existing Facilities to Remain Operational. Until such time that the Council has accepted the Transit Center Project, Rosedale agrees that the Council's existing and temporary transit facility will remain fully operational.

VIII. REIMBURSEMENT/SCHEDULE FOR PAYMENT

For the right to use Rosedale's land and for the right to use the Transit Center improvements, the Council agrees to make the following payments:

8.1 Construction Cost. The Council shall pay Rosedale for all reasonable, actual, allocable and recorded expenses for the construction of the Transit Center Project. The Parties agree that the Engineer's Estimate is an estimate of the construction cost for the Transit Center Project and that the unit prices set forth in the contract with the successful bidder and the final quantities as measured by Rosedale shall govern in computing the total final contract construction cost.

8.2 Total Cost. It is estimated that the Council's "Total Cost" of the Transit Center Project will be $560,000.00, comprised of $25,000.00 for the architectural and engineering work related to the Transit Center Project (except for the design of the Shelter Building, which the Council is paying under a separate contract), $250,000.00 for the Shelter Building, and $285,000.00 for the incremental costs for constructing the Bus Waiting Area and the Bus Route.

8.3 Payment.

(A) **Bus Route and Bus Waiting Area Improvements.** Upon completion of the Transit Center Project and final acceptance of the project by the Council, Rosedale shall submit Rosedale's final actual costs for the roadway improvements portion of the Transit Center Project showing the Council's final share in the roadway improvements portion of the construction contract for the Transit Center Project.

(B) **Shelter Building.** Upon commencement of construction of the Shelter Building, the Council shall pay Rosedale Twenty Five (25) percent of the estimated cost of the construction of the Shelter Building. Upon completion of the Transit Center Project and final acceptance of the project by the Council, Rosedale shall submit Rosedale's final actual costs for the Shelter Building portion of the Transit Center Project.

The parties agree that the aforesaid computation and determination by Rosedale of the amount due from the Council hereunder shall be represented in an invoice prepared by Rosedale and submitted to the Council. The Council agrees to pay Rosedale the balance due on the Shelter Building and the Council's share of the Bus Waiting Area and Bus Route within thirty (30) days after receipt of Rosedale's invoice therefor.

IX. OWNERSHIP/WARRANTIES

9.1 Ownership of Facilities. Upon completion of the construction of the Transit Center Project and acceptance of said work by the Council pursuant to this Exhibit B, Rosedale shall own all the improvements.

9.2 Warranties and Guarantees. Upon completion of the construction of the Transit Center Project and acceptance of said work by the Council pursuant to this Exhibit B, all warranties and guarantees provided by the construction contractors and subcontractors associated with the Project, shall become the property of Rosedale.

9.3 Record Drawings. Upon completion of the construction of the Transit Center Project and acceptance of said work by the Council pursuant to this Exhibit B, Rosedale shall provide to the Council a complete set of reproducible record drawings of the Transit Center Project.

X. PERMITS

Rosedale will obtain and will initially bear all costs for obtaining all permits specifically necessary for the Transit Center Project, which costs will be invoiced to the Council for reimbursement.

XI. RECORDS/DATA PRACTICES

11.1 Retention and Access to Records. In accordance with Minnesota Statutes, section 16C.05, subdivision 5, Rosedale's books, records, documents, and accounting procedures and practices relevant to this Exhibit B are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Exhibit B.

11.2 Data Practices. All data collected, created, received, maintained or disseminated for any purpose by the activities of Rosedale and the Council pursuant to this Exhibit G shall be governed by Minnesota Statutes, Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

XII. LIABILITY/WARRANTY

12.1 Liability. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The Council's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

12.2 No Waiver. Nothing in this Exhibit B shall constitute a waiver by the Council of any statutory limits on or exceptions to liability.

XIII. INDEPENDENT CONTRACTORS

13.1 Council Employees. Any and all employees of the Council and all other persons engaged by the Council in the performance of any work or services required or provided for herein to be performed by the Council shall not be considered employees of Rosedale, and any and all claims that may or might arise under the Workers ' Compensation Act or the Minnesota Economic Security Law on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission of the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of Rosedale.

13.2 Rosedale Employees. Any and all employees of Rosedale and all other persons engaged by Rosedale in the performance of any work or services required or provided for herein to be performed by Rosedale shall not be considered employees of the Council, and that any and all claims that may or might arise under the Workers Compensation Act or the Minnesota Economic Security law on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission of the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the Council.

EXHIBIT C

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance set forth below, providing protection from claims which may arise out of or result from the Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. General Liability and Umbrella Insurance
   1.1. Contractor shall maintain commercial general liability (CGL) on an occurrence form and, if necessary, commercial umbrella insurance with a limit of not less than $3,000,000 each occurrence and a general aggregate limit of not less than $3,000,000. The general aggregate limit shall apply separately to this project.
      1.1.1. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, contractual liability, and Explosion, Collapse, Underground (XCU).

      1.1.2. The Metropolitan Council, its Architect/Engineer, its officers, agents and employees shall be included as an additional insured under the CGL, and under the commercial umbrella, if any. This insurance shall be primary and non-contributory with respect to any other insurance or self-insurance programs afforded to Metropolitan Council. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. This insurance shall also provide completed operations coverage.

2. Automobile and Umbrella Liability Insurance
   2.1. Contractor shall maintain automobile liability of not less than $500,000 and, if necessary, commercial umbrella liability insurance, with a limit of not less than $2,000,000 each accident.
      2.1.1. Policy shall provide coverage for, without limitation, physical damage (comprehensive and collision), Liability, PIP, and UM/UIM that may arise out of the operation or maintenance of Any vehicle (including owned, hired, and non-owned).

3. Workers' Compensation and Employers Liability
   3.1. Workers' Compensation pursuant to Statute
   3.2. Employers Liability with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, $1,000,000 policy limit for bodily injury by disease.

4. Property Insurance

4.1. Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

4.2. It shall provide coverage for, but not be limited to, loss or damage to the Work, temporary buildings, falsework, Work materials and equipment stored off or on site and in transit.

4.3. Include the interests of the Metropolitan Council, Contractor, Subcontractors, and A/E, each of whom is deemed to have an insurable interest.

4.4. Policy shall be maintained in effect until Final payment and acceptance by the Metropolitan Council.

4.5. Include an endorsement permitting partial utilization of the Work if Metropolitan Council finds it necessary to occupy or use a portion or portions of the Work completed prior to Finale Payment and Acceptance of the Work.

5. Pollution Legal Liability

5.1. Contractor shall maintain this coverage with limits not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, clean-up costs, products and/or completed operations, and contractual liability.

6. Other Insurance Provisions

6.1. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice, has been given to the Council at the following address:

Metropolitan Council
Attn: Risk Management
230 East 5th Street
Saint Paul, MN 55101

6.2. In addition to notifying its insurer(s) in accordance with the policy, Contractor shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the Metropolitan Council.

6.3. Contractor, and its insurers through endorsement, shall waive all rights of subrogation against the Council, its members, agents and employees, for losses arising out of the performance of this contract.

6.4. Insurance is to be placed with insurers with Best's rating of no less than A:VII.

6.5. The Contractor shall furnish the Council with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Council before work

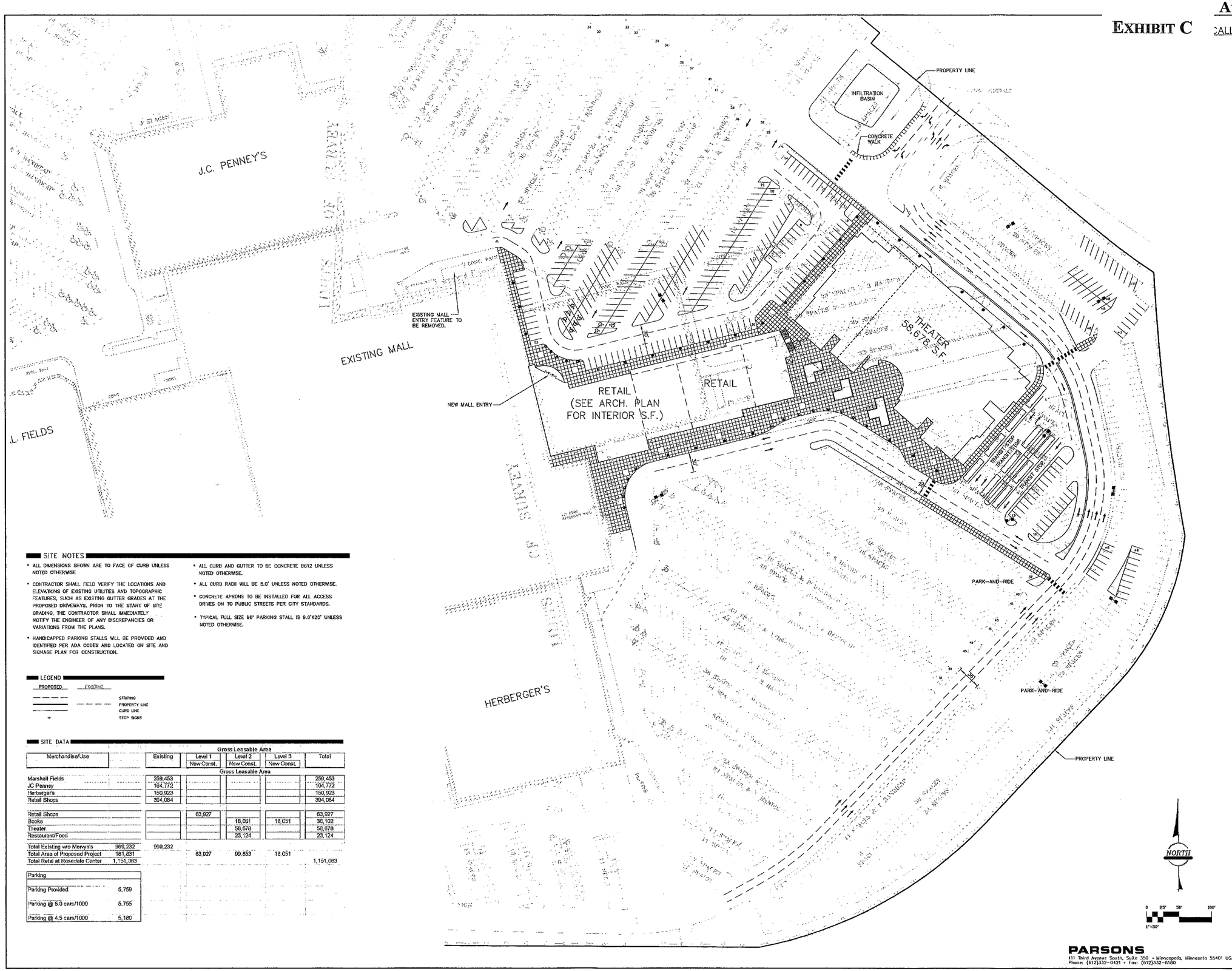
commences. The Council reserves the right to require complete, certified copies of all required insurance policies at any time.

7. **The Council does not represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the Contractor's business or interests. It is the sole responsibility of the Contractor to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding any policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising out of or resulting from acts or omissions in performing work under this agreement.**

8. Nothing in this contract shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.

Attachment E

EXHIBIT C



SITE NOTES

- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS NOTED OTHERWISE
- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS, PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
- HANDICAPPED PARKING STALLS WILL BE PROVIDED AND IDENTIFIED PER ADA CODES AND LOCATED ON SITE AND SIGNAGE PLAN FOR CONSTRUCTION.
- ALL CURB AND GUTTER TO BE CONCRETE B612 UNLESS NOTED OTHERWISE.
- ALL CURB RADII WILL BE 5.0' UNLESS NOTED OTHERWISE.
- CONCRETE APRONS TO BE INSTALLED FOR ALL ACCESS DRIVES ON TO PUBLIC STREETS PER CITY STANDARDS.
- TYPICAL FULL SIZE 90° PARKING STALL IS 9.0'X20' UNLESS NOTED OTHERWISE.

LEGEND

PROPOSED	EXISTING	
— — — —	— — — —	STRIPING
————	————	PROPERTY LINE
————	————	CURB LINE
T		STOP SIGNS

SITE DATA

Merchandise/Use		Existing	Level 1 New Const.	Level 2 New Const.	Level 3 New Const.	Total
		Gross Leasable Area				
Marshall Fields		259,453				259,453
JC Penney		164,772				164,772
Herberger's		160,923				160,923
Retail Shops		364,084				364,084
Retail Shops			63,927			63,927
Books				18,051	18,051	36,102
Theater				58,678		58,678
Restaurant/Food				23,124		23,124
Total Existing w/o Mervyn's	969,232	969,232				
Total Area of Proposed Project	181,831		63,927	99,853	18,051	
Total Retal at Rosedale Center	1,151,063					1,151,063

Parking	
Parking Provided	5,759
Parking @ 5.0 cars/1000	5,755
Parking @ 4.5 cars/1000	5,180

PARSONS
111 Third Avenue South, Suite 350 • Minneapolis, Minnesota 55401 USA
Phone: (612)332-0421 • Fax: (612)332-6180

Dougherty Schneider & Associates, Inc.
ARCHITECTS
559 North Point Center East
Suite 950
Alpharetta, Georgia 30022
tel 770 664 4567
fax 770 664 7708
DSA©2003

Developer:
JONES LANG LASALLE

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ROSEDALE CENTER

Roseville, Minnesota

No.	Description	Date
1	Concept F	03-31-05

Street Name: SITE PLAN

DSA Proj #:	Issue Date
033002	03/08/05

Sheet No.: C-2

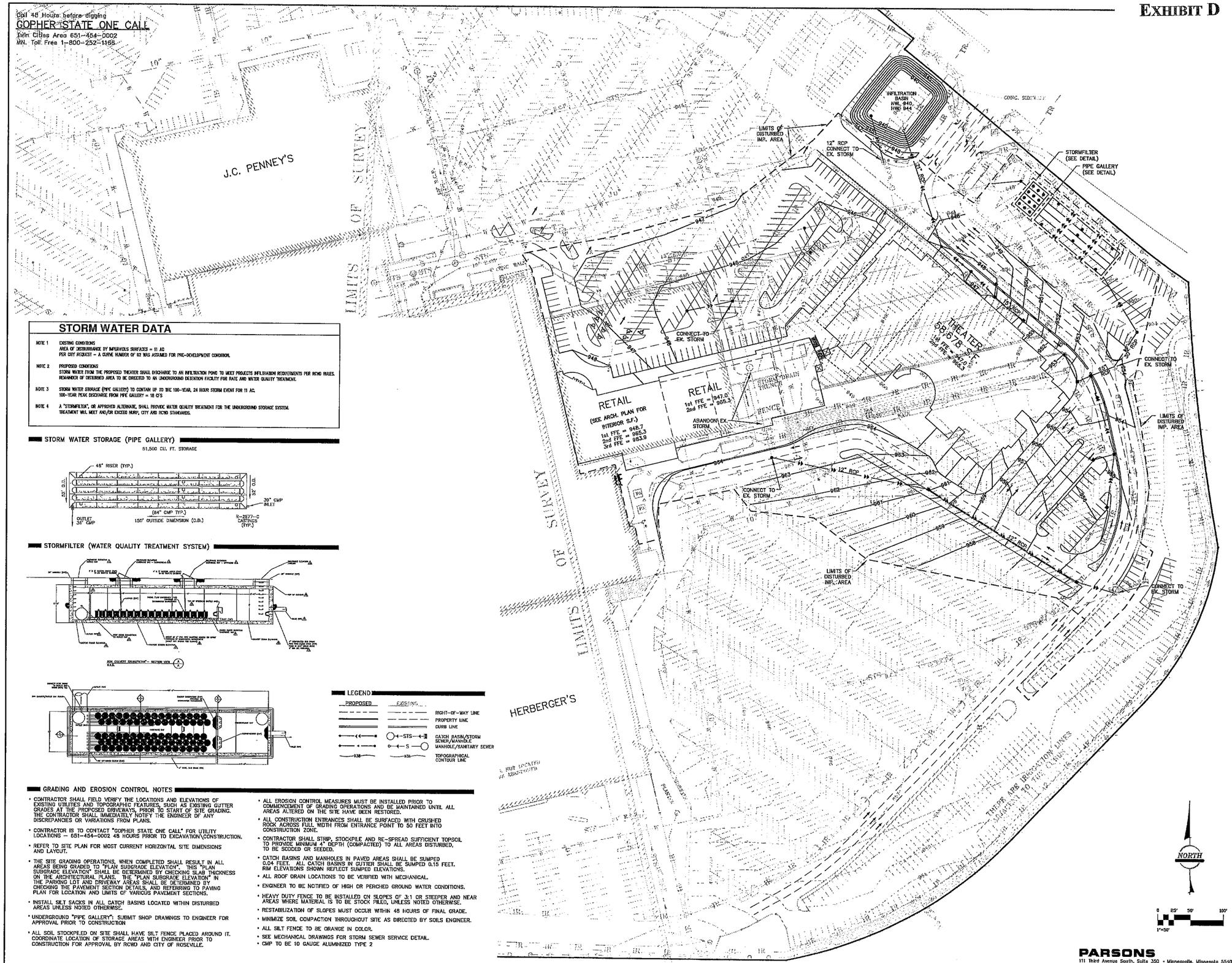
Drawn by	Checked by
WTS	DJA

NOT Issued for CONSTRUCTION

Attachment E

EXHIBIT D

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



STORM WATER DATA

NOTE 1 EXISTING CONDITIONS
AREA OF DISTURBANCE BY IMPERVIOUS SURFACES = 11 AC
PER CITY REQUEST – A CURVE NUMBER OF 92 WAS ASSUMED FOR PRE-DEVELOPMENT CONDITION.

NOTE 2 PROPOSED CONDITIONS
STORM WATER FROM THE PROPOSED THEATER SHALL DISCHARGE TO AN INFILTRATION POND TO MEET PROJECTS INFILTRATION REQUIREMENTS PER RCWD RULES. REMAINDER OF DISTURBED AREA TO BE DIRECTED TO AN UNDERGROUND DETENTION FACILITY FOR RATE AND WATER QUALITY TREATMENT.

NOTE 3 STORM WATER STORAGE (PIPE GALLERY) TO CONTAIN UP TO THE 100-YEAR, 24 HOUR STORM EVENT FOR 11 AC.
100-YEAR PEAK DISCHARGE FROM PIPE GALLERY = 18 CFS

NOTE 4 A "STORMFILTER", OR APPROVED ALTERNATE, SHALL PROVIDE WATER QUALITY TREATMENT FOR THE UNDERGROUND STORAGE SYSTEM.
TREATMENT WILL MEET AND/OR EXCEED NURP, CITY AND RCWD STANDARDS.

STORM WATER STORAGE (PIPE GALLERY)

51,500 CU. FT. STORAGE

STORMFILTER (WATER QUALITY TREATMENT SYSTEM)

LEGEND

PROPOSED	EXISTING	
		RIGHT-OF-WAY LINE
		PROPERTY LINE
		CURB LINE
	STS	CATCH BASIN/STORM SEWER/MANHOLE
	S	MANHOLE/SANITARY SEWER
938	938	TOPOGRAPHICAL CONTOUR LINE

GRADING AND EROSION CONTROL NOTES

- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS, PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLANS.
- CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS – 651-454-0002 48 HOURS PRIOR TO EXCAVATION\CONSTRUCTION.
- REFER TO SITE PLAN FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE SITE GRADING OPERATIONS, WHEN COMPLETED SHALL RESULT IN ALL AREAS BEING GRADED TO "PLAN SUBGRADE ELEVATION". THIS "PLAN SUBGRADE ELEVATION" SHALL BE DETERMINED BY CHECKING SLAB THICKNESS ON THE ARCHITECTURAL PLANS. THE "PLAN SUBGRADE ELEVATION" IN THE PARKING LOT AND DRIVEWAY AREAS SHALL BE DETERMINED BY CHECKING THE PAVEMENT SECTION DETAILS, AND REFERRING TO PAVING PLAN FOR LOCATION AND LIMITS OF VARIOUS PAVEMENT SECTIONS.
- INSTALL SILT SACKS IN ALL CATCH BASINS LOCATED WITHIN DISTURBED AREAS UNLESS NOTED OTHERWISE.
- UNDERGROUND "PIPE GALLERY": SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION
- ALL SOIL STOCKPILED ON SITE SHALL HAVE SILT FENCE PLACED AROUND IT. COORDINATE LOCATION OF STORAGE AREAS WITH ENGINEER PRIOR TO CONSTRUCTION FOR APPROVAL BY RCWD AND CITY OF ROSEVILLE.
- ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO COMMENCEMENT OF GRADING OPERATIONS AND BE MAINTAINED UNTIL ALL AREAS ALTERED ON THE SITE HAVE BEEN RESTORED.
- ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS FULL WIDTH FROM ENTRANCE POINT TO 50 FEET INTO CONSTRUCTION ZONE.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD SUFFICIENT TOPSOIL TO PROVIDE MINIMUM 4" DEPTH (COMPACTED) TO ALL AREAS DISTURBED, TO BE SODDED OR SEEDED.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTER SHALL BE SUMPED 0.15 FEET. RIM ELEVATIONS SHOWN REFLECT SUMPED ELEVATIONS.
- ALL ROOF DRAIN LOCATIONS TO BE VERIFIED WITH MECHANICAL.
- ENGINEER TO BE NOTIFIED OF HIGH OR PERCHED GROUND WATER CONDITIONS.
- HEAVY DUTY FENCE TO BE INSTALLED ON SLOPES OF 3:1 OR STEEPER AND NEAR AREAS WHERE MATERIAL IS TO BE STOCK PILED, UNLESS NOTED OTHERWISE.
- RESTABILIZATION OF SLOPES MUST OCCUR WITHIN 48 HOURS OF FINAL GRADE.
- MINIMIZE SOIL COMPACTION THROUGHOUT SITE AS DIRECTED BY SOILS ENGINEER.
- ALL SILT FENCE TO BE ORANGE IN COLOR.
- SEE MECHANICAL DRAWINGS FOR STORM SEWER SERVICE DETAIL.
- CMP TO BE 10 GAUGE ALUMINIZED TYPE 2

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JONES LANG LASALLE

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ROSEDALE CENTER

Roseville, Minnesota

No.	Description	Date
1	Concept F	03-31-05

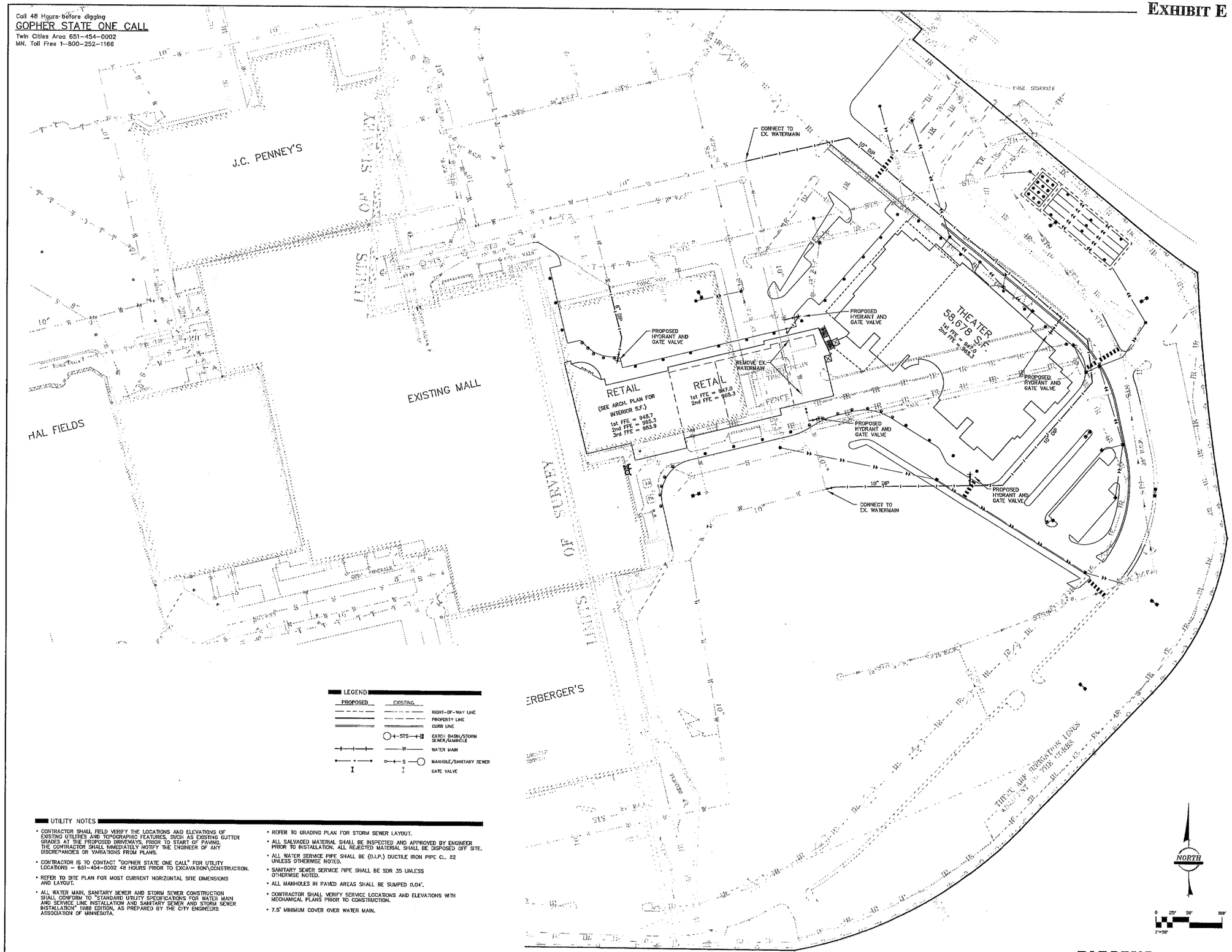
Sheet Name: GRADING PLAN

DSA Project: 033002
Issue Date: 03/08/05
Sheet No.: C-3
Drawn by: WTS
Checked by: DJA

NOT Issued for CONSTRUCTION

EXHIBIT E Attachment E

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



LEGEND

PROPOSED	EXISTING	
		RIGHT-OF-WAY LINE
		PROPERTY LINE
		CURB LINE
	STS	CATCH BASIN/STORM SEWER/MANHOLE
	W	WATER MAIN
	S	MANHOLE/SANITARY SEWER
		GATE VALVE

UTILITY NOTES

- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, SUCH AS EXISTING GUTTER GRADES AT THE PROPOSED DRIVEWAYS, PRIOR TO START OF PAVING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLANS.
- CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS – 651-454-0002 48 HOURS PRIOR TO EXCAVATION\CONSTRUCTION.
- REFER TO SITE PLAN FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- ALL WATER MAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION SHALL CONFORM TO "STANDARD UTILITY SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" 1988 EDITION, AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- REFER TO GRADING PLAN FOR STORM SEWER LAYOUT.
- ALL SALVAGED MATERIAL SHALL BE INSPECTED AND APPROVED BY ENGINEER PRIOR TO INSTALLATION. ALL REJECTED MATERIAL SHALL BE DISPOSED OFF SITE.
- ALL WATER SERVICE PIPE SHALL BE (D.I.P.) DUCTILE IRON PIPE CL. 52 UNLESS OTHERWISE NOTED.
- SANITARY SEWER SERVICE PIPE SHALL BE SDR 35 UNLESS OTHERWISE NOTED.
- ALL MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04'.
- CONTRACTOR SHALL VERIFY SERVICE LOCATIONS AND ELEVATIONS WITH MECHANICAL PLANS PRIOR TO CONSTRUCTION.
- 7.5' MINIMUM COVER OVER WATER MAIN.

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ROSEDALE CENTER

Roseville, Minnesota

No.	Description	Date
1	Concept F	03-31-05

Sheet Name: UTILITY PLAN

DSA Project: 033002

Issue Date: 03/08/05

Sheet No.: C-4

Drawn by: WTS

Checked by: DJA

NOT Issued for CONSTRUCTION

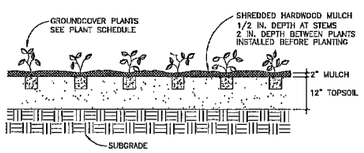
EXHIBIT F **Attachment E**

PLANT SCHEDULE

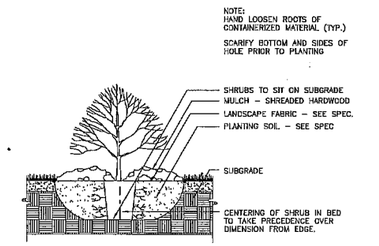
TREES / SHRUBS

CODE	QTY	COMMON NAME/LATIN NAME	SIZE	ROOT	REMARKS
LARGE DECIDUOUS TREES					
FA	5	AUTUMN BLAZE ASH	3"	B+B	
		FRAXINUS AMERICANA 'AUTUMN BLAZE'	CAL.		
FN	14	NORTHERN BLAZE ASH	3"	B+B	
		FRAXINUS AMERICANA 'NORTHERN BLAZE'	CAL.		
TC	11	GREENSPIRE LINDEN	3"	B+B	
		TILIA CORDATA 'GREENSPIRE'	CAL.		
ORNAMENTAL TREES					
MR	10	RED BARRON CRAB	1.5"	B+B	
		MALUS 'RED BARRON'	CAL.		
CONIFEROUS TREES					
PG	10	BLACK HILLS SPRUCE	8'	B+B	
		PICEA GLAUCA DENSATA	HT.		
DECIDUOUS SHRUBS					
AA	109	REGENT SERVICEBERRY	#5	POT	
		AMELANCHIER ALNIFOLIA 'REGENT'	CONT.		
CS	34	ISANTI DOGWOOD	#5	POT	
		CORNUS SERICEA 'ISANTI'	CONT.		
SB	59	ANTHONY WATERER SPIREA	#5	POT	
		SPIRAEA BUMALDA 'ANTHONY WATERER'	CONT.		
PERENNIALS					
FG	446	FESTUCA GLAUCA 'ELIJA BLUE'	4"	POT	
		BLUE FESCUE			
EM	110	ECHINACEA PURPUREA 'MAGNUS'	4"	POT	
		MAGNUS ECHINACEA			
ER	110	ECHINACEA PURPUREA 'RUBYSTAR'	4"	POT	
		RUBY STAR ECHINACEA			
RF	110	RUDBECKIA FULGIDA 'GOLDSTURM'	4"	POT	
		BLACK EYED SUSAN			
SS	225	SCHIZACHYRIUM SCOPARIUM	4"	POT	
		LITTLE BLUESTEM			
ANNUALS					
		PORTULACA GRADIFLORA			
		MOSS ROSE			
		SENECIO CINERARIA			
		DUSTY MILLER			
		TAGETES SP.			
		MARIGOLD			
		ZINNIA ELEGANS			
		ZINNIA			

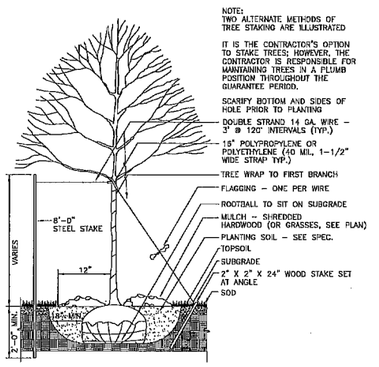
PERENNIALS

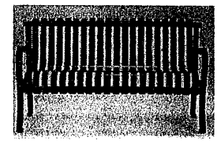


DECIDUOUS SHRUB



DECIDUOUS TREE





MESA Design Group

Bench, Trash and Ash Cylinder by Hines III

Bench with back, WGBR-2761-S, HL. Trash and Ash Cylinder with Weather Shield, WSTC-2943-S-SM WS. Ash Cylinder WSAC-1024-S
Color: Match existing at other entrances and drop-off zones.

MESA Design Group

Cast Stone Planter by Benchmark

Atlas Series
Model number 5018, 42" diameter x 30" height.
Color: French Limestone Dark Antique.

IRRIGATION NOTES

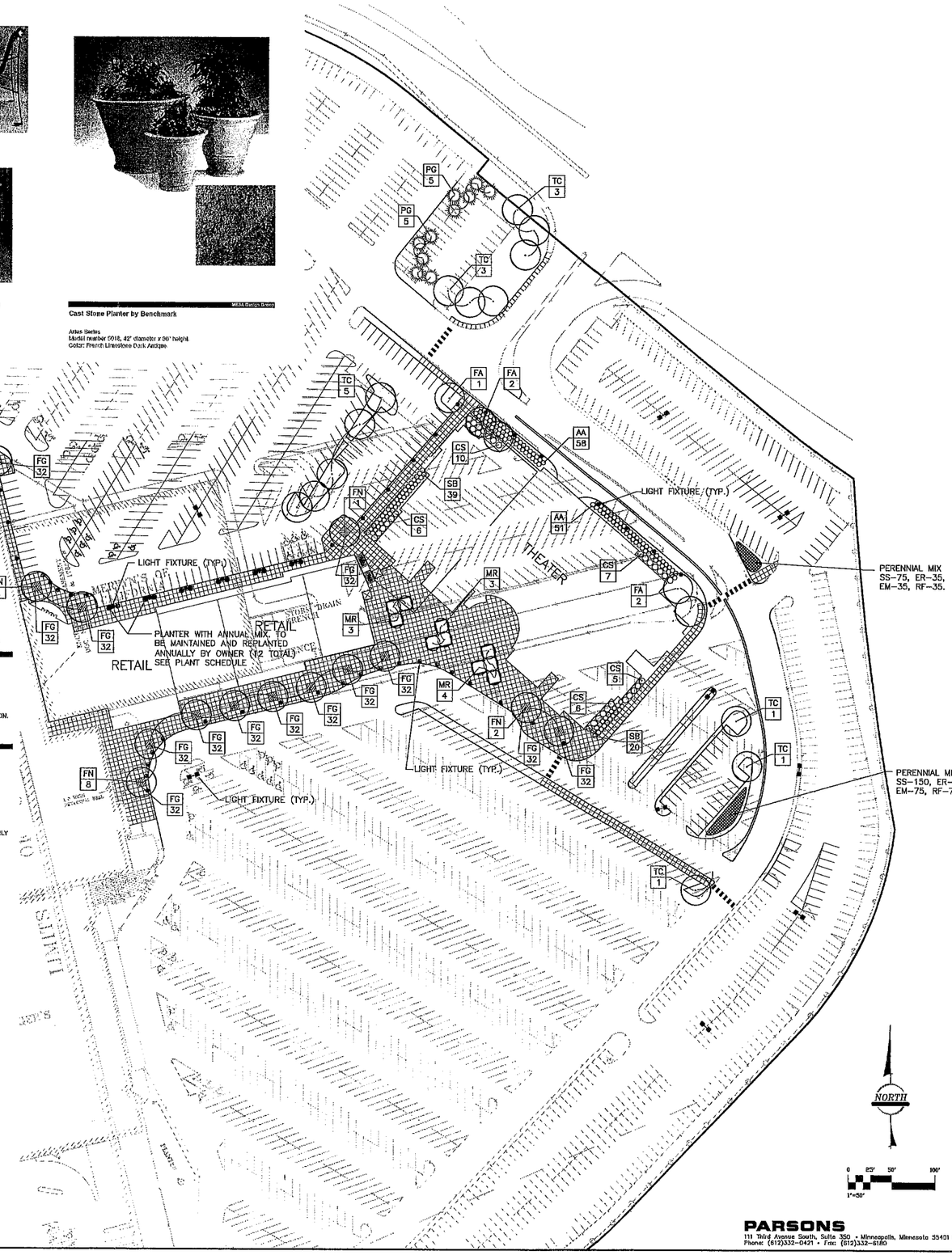
1. UNLESS OTHERWISE NOTED ALL NEW SOD AND PLANTING AREAS INDICATED ON PLAN SHALL BE 100% IRRIGATED.
2. VERIFY EXISTING/PROPOSED IRRIGATION SYSTEM LOCATION.
3. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SHOP DRAWING ILLUSTRATING AN IRRIGATION PLAN AND SPECIFICATION AS PART OF THE SCOPE OF WORK. THESE DRAWINGS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

PLANTING NOTES

1. NO PLANTING TO BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
2. ALL PLANT MATERIAL LOCATIONS MUST BE REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY AND ALL DIGGING.
4. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.
5. ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS.
6. ONE SHRUB PER TYPE AND SIZE IN EACH PLANTING BED AND EVERY TREE SHALL BE CLEARLY IDENTIFIED (COMMON OR LATIN NOMENCLATURE) WITH A PLASTIC TAG WHICH SHALL NOT BE REMOVED PRIOR TO OWNER ACCEPTANCE.
7. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD SHALL BE HELD 1" BELOW SURFACE ELEVATION OF SLAB, CURB, ETC.
8. SOD ALL AREAS DISTURBED DUE TO GRADING.
10. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.

GENERAL NOTES

1. LANDSCAPE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS ON PROPERTY WITH THE GENERAL CONTRACTOR AND BY CALLING "DIGERS HOTLINE" AT 1.800.242.8511 PRIOR TO STAKING PLANT LOCATIONS.
2. COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATIONS WITH OTHER CONTRACTORS WORKING ON SITE.
3. WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUBS MASSINGS ARE FOUND ON SITE, WHETHER SHOWN ON THE DRAWING OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED. ANY QUESTION REGARDING WHETHER PLANT MATERIAL SHOULD REMAIN OR NOT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
4. B&B TREES AND SHRUBS ARE BALLED AND BURLAPED.
5. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.
6. ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
7. CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. CONTRACTOR SHALL PROVIDE A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION.
9. WARRANTY FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.
10. CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE WITH ALL REPLACEMENTS TO BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.



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DS1403003

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ROSEDALE CENTER

Roseville, Minnesota

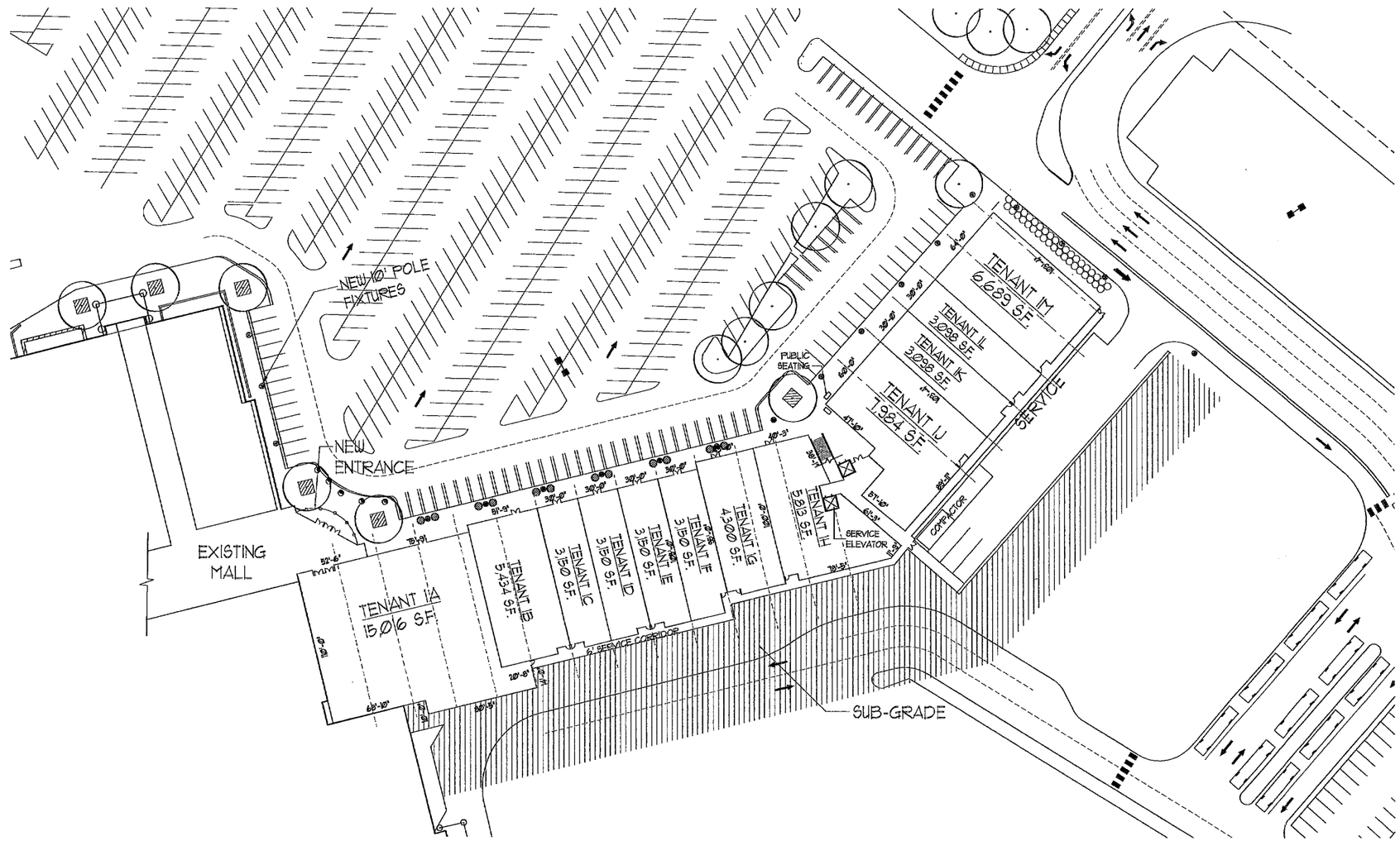
No.	Description	Date
1	Concept F	03-31-05

Sheet Name: LANDSCAPE PLAN

GSA Proj #: 033002
Issue Date: 03/08/05
Sheet No.: C-5
Drawn by: JLM
Checked by: DJA

NOT Issued for CONSTRUCTION

EXHIBIT G-1



LOWER LEVEL PLAN

0 30' 120' 60'

SCALE

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Tel 770 393 9000
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DSA#2005

Developer:
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ROSEDALE CENTER

Roseville, Minnesota

No.	Description	Date
	P.U.D. REV. DEVELOPMENT PLANS	05-25-05

Sheet Name:
PARTIAL SITE PLAN - LEVEL 1

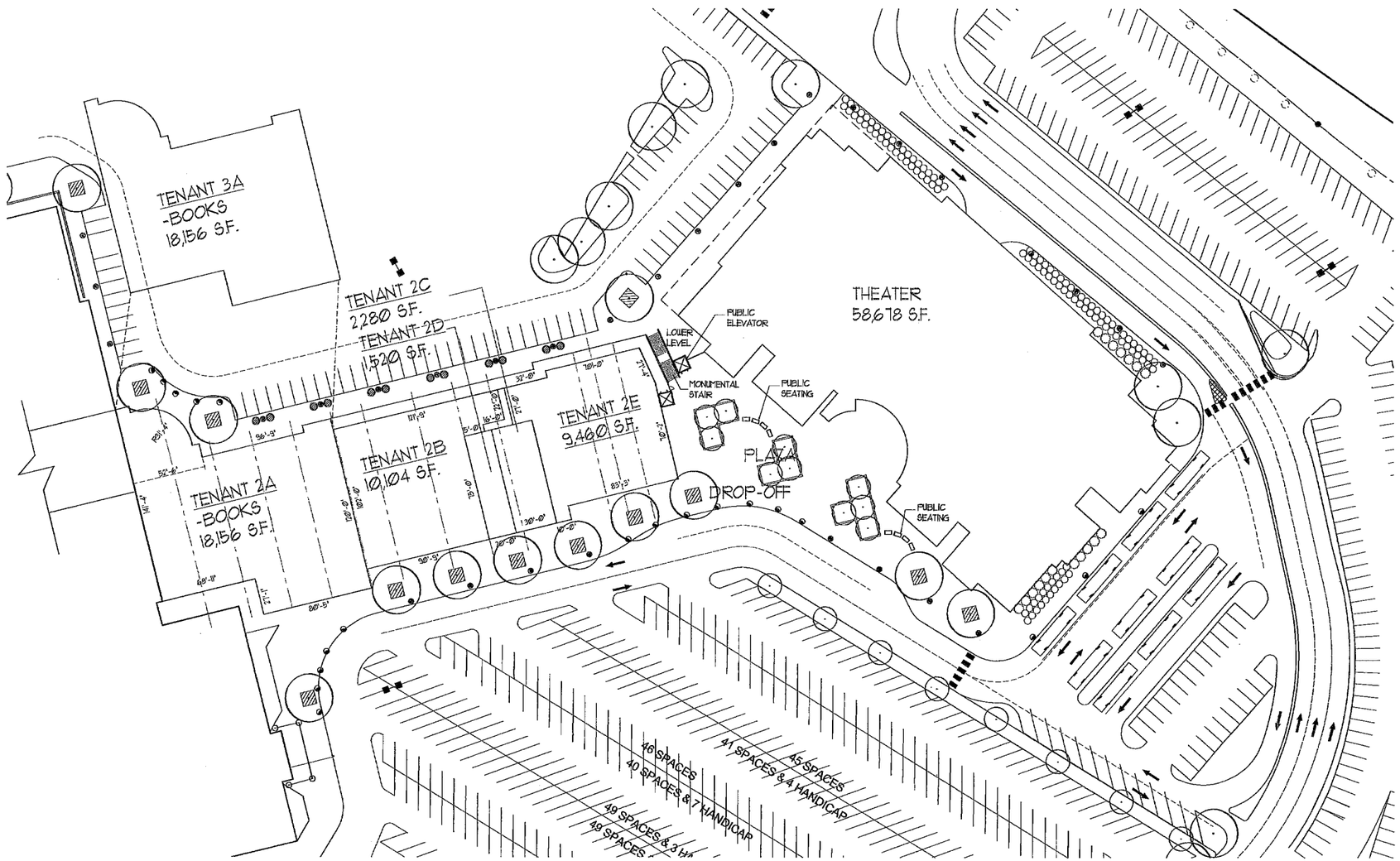
DSA Proj #: 033002
Issue Date:

Sheet No.:
A-1

Drawn by: XXX
Checked by: XXX

NOT Issued for CONSTRUCTION

EXHIBIT G-2



UPPER LEVEL PLAN

0 30' 120' 60'

SCALE

DSA ARCHITECTS
Dougherty Schroeder & Associates, Inc.
211 Perimeter Center Parkway
Suite 1000
Atlanta, Georgia 30346
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ROSEDALE CENTER

Roseville, Minnesota

No.	Description	Date
	P.U.D. REV. DEVELOPMENT PLANS	05-26-05

Sheet Name: PARTIAL SITE PLAN - LEVEL 2

DSA Proj #: 033002

Issue Date:

Sheet No.: A-2

Drawn by: XXX

Checked by: XXX

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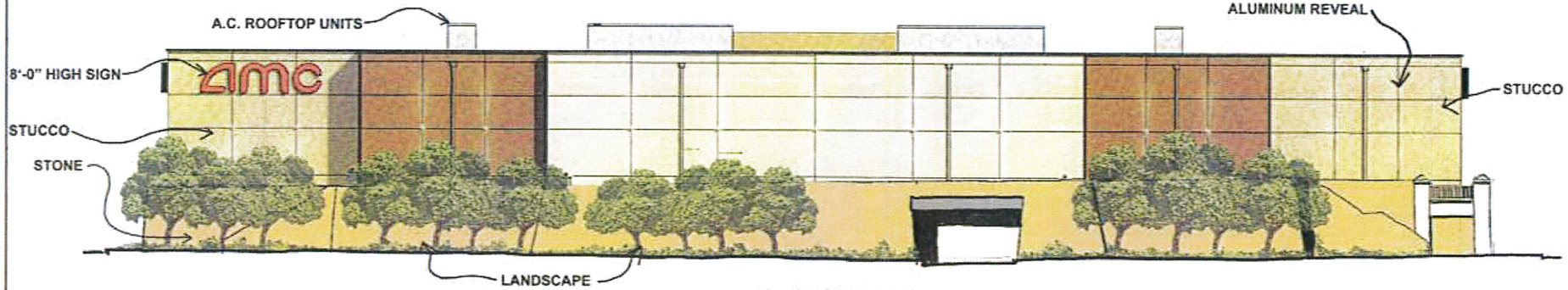
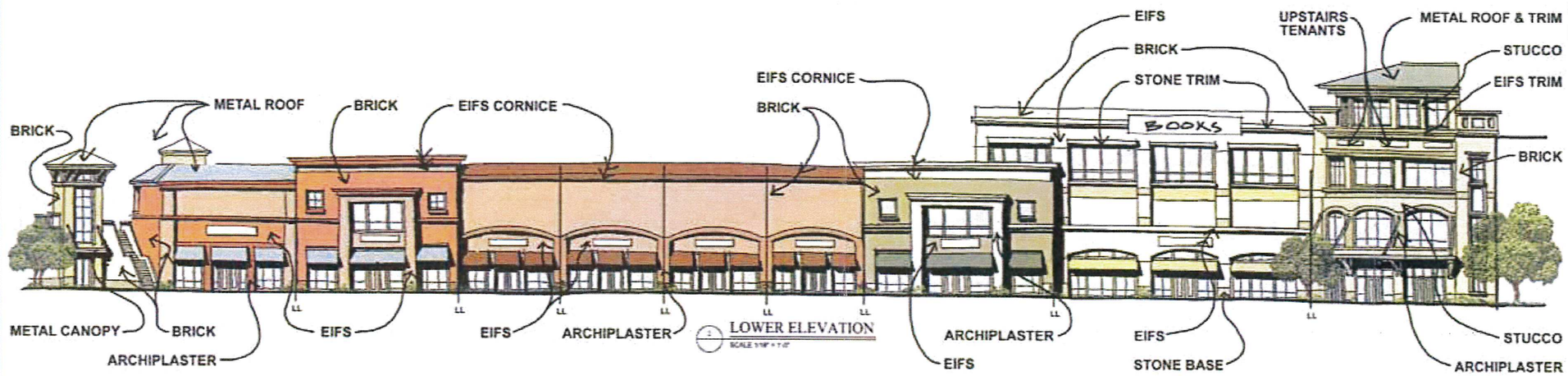
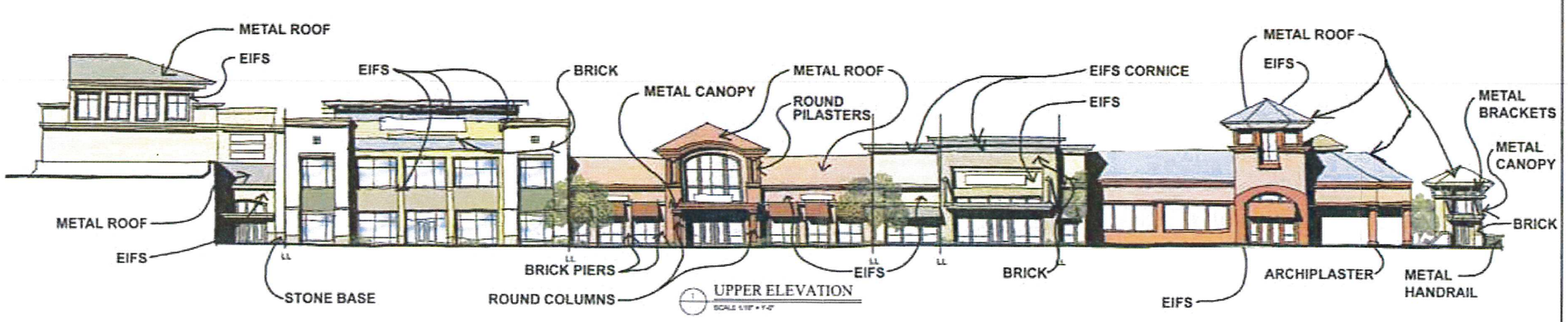


THEATER ELEVATION



LOWER ELEVATION



UPPER ELEVATION

DSGA

Developer: JONES LANG LASALLE

ROSEDALE CENTER

Roseville, Minnesota

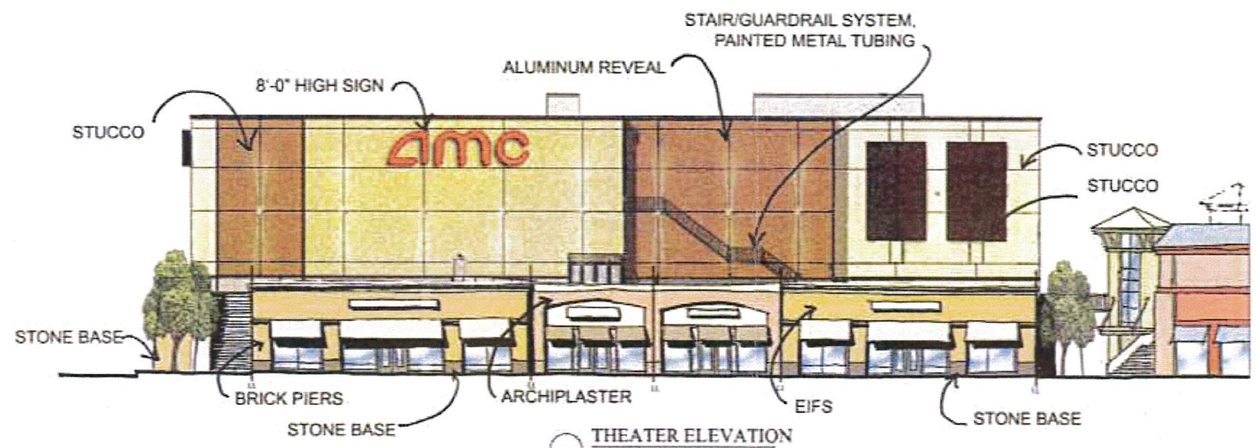
No.	Description	Date

COLORED ELEVATIONS

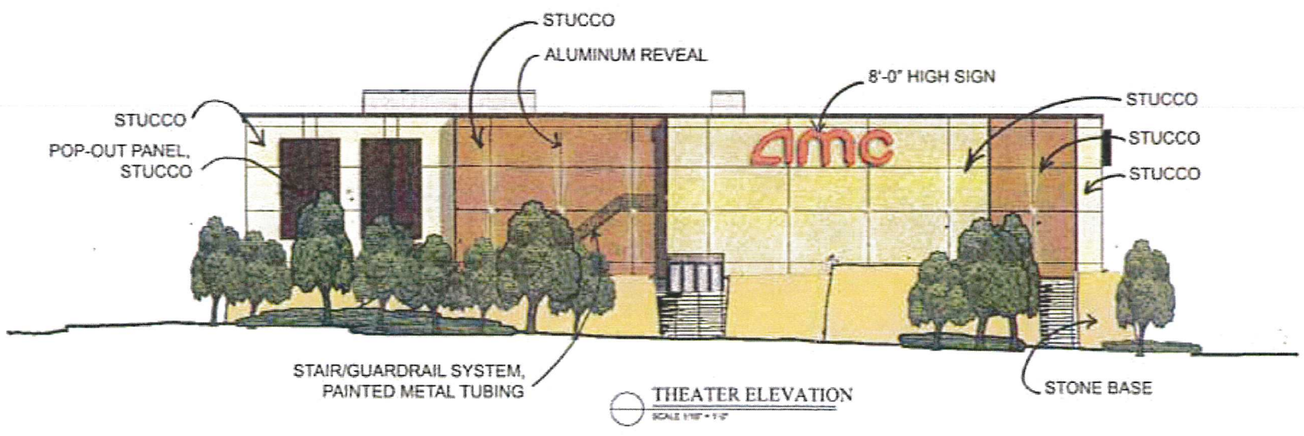
A-3

NOT Issued for CONSTRUCTION

THEATER ELEVATION



THEATER ELEVATION



THEATER ELEVATION

DSA
Dougherty Schroeder & Associates, Inc.

Developer:
JONES LANG LASALLE

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ROSEDALE CENTER

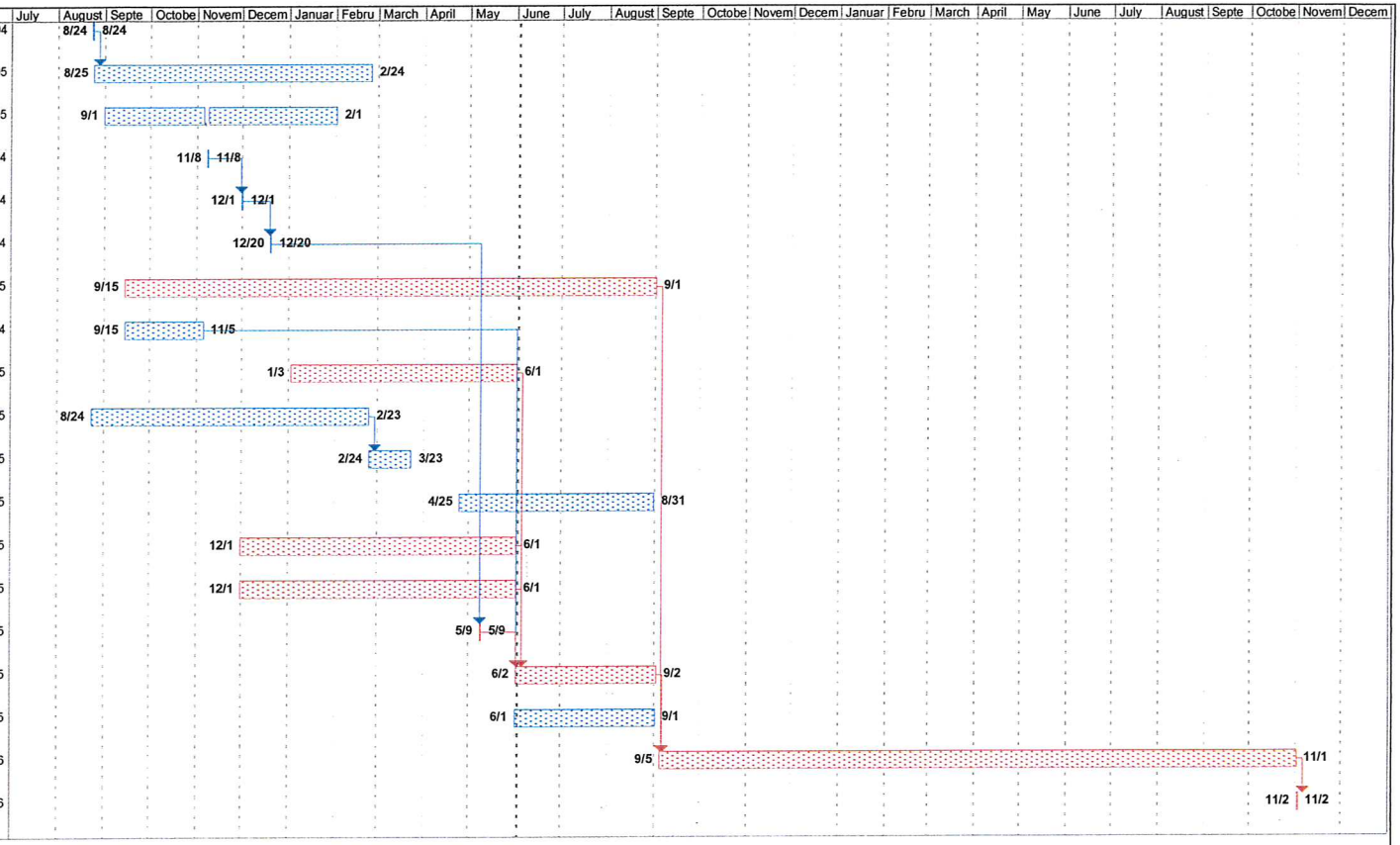
Roseville, Minnesota

No.	Description	Date

Sheet Name: COLORED ELEVATIONS
Sheet No: A-4
Drawn by: XXX
Checked by: XXX

NOT Issued for CONSTRUCTION

ID	Task Name	Start	Finish
1	May Co. closed on property	Tue 8/24/04	Tue 8/24/04
2	6 month option period	Wed 8/25/04	Thu 2/24/05
3	Prelim/schemaitic AE	Wed 9/1/04	Tue 2/1/05
4	Submission date for planning/zoning	Mon 11/8/04	Mon 11/8/04
5	Public hearing	Wed 12/1/04	Wed 12/1/04
6	City Council hearing	Mon 12/20/04	Mon 12/20/04
7	Pre-leasing	Wed 9/15/04	Thu 9/1/05
8	Executed LOI for AMC	Wed 9/15/04	Fri 11/5/04
9	Executed LOI for Barnes & Noble	Mon 1/3/05	Wed 6/1/05
10	Notification for closing	Tue 8/24/04	Wed 2/23/05
11	Closing on Mervyn's	Thu 2/24/05	Wed 3/23/05
12	Prelimin Costing/GC Negotiation	Mon 4/25/05	Wed 8/31/05
13	JC Penney approval	Wed 12/1/04	Wed 6/1/05
14	Herberger approval	Wed 12/1/04	Wed 6/1/05
15	Zoning/PUD approval	Mon 5/9/05	Mon 5/9/05
16	DD/CD start	Thu 6/2/05	Fri 9/2/05
17	Demolition of Mervyns	Wed 6/1/05	Thu 9/1/05
18	Construction	Mon 9/5/05	Wed 11/1/06
19	Open "The Plaza"	Thu 11/2/06	Thu 11/2/06



Project: Project1.mpp
Date: Thu 6/2/05

Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
Critical Task		Summary		Rolled Up Milestone		External Tasks		Deadline	
Progress		Rolled Up Task		Rolled Up Progress		Project Summary			

CITY OF ROSEVILLE
PUBLIC IMPROVEMENT CONTRACT
ROSEDALE REDEVELOPMENT SITE

AGREEMENT, dated June 20, 2005, is entered into between the CITY OF ROSEVILLE, a Minnesota municipal corporation, of 2660 Civic Center Drive, Roseville, Minnesota 55113 ("CITY"), and PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company ("DEVELOPER").

1. **P.U.D. Approval.** The CITY has approved the Planned Unit Development in an agreement dated **May 9, 2005** (the "PUD Agreement"). The land which is the subject of this Agreement is legally described as follows:

Lot 4, Block 1, Rosedale Center Fourth Addition
(Torrens Property – Certificate of Title No. 375111)

Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and Lot 7, Block 5, Leinen Heights Number 2
(Torrens Property – Certificate of Title No. 375111)

That part of Lot 3, Block 1, Rosedale Center Fourth Addition, that overlays Lot 6 and Lot 7, Block 5, Leinen Heights Number 2
(Abstract Property)

2. **Conditions of Approval.**

A. County Road B-2 road improvements: The DEVELOPER hired a traffic consultant to conduct a detailed traffic analysis based on the approximately 182,000 square foot Mervyn's replacement/ expansion, which analysis indicated that the following improvements and modifications are necessary at an estimated cost to the DEVELOPER of $293,000:

1. EASTBOUND TH 36/ FAIRVIEW AVENUE
    a. Optimize cycle lengths, splits and offsets
    b. Lagging southbound left turn
2. WESTBOUND TH 36/ FAIRVIEW RAMPS
    a. Optimized cycle lengths, splits and offsets
    b. Southbound through/ left set as coordinated plan
    c. Split phase east bound & west bound
    d. Protected only northbound and southbound left turns
    e. Lagging southbound left turn
3. WEST MALL ENTRANCE/ FAIRVIEW AVENUE

a. Optimized cycle lengths, splits and offsets.

4. COUNTY ROAD B2/ FAIRVIEW AVENUE
   a. Optimized cycle lengths, splits and offsets.
5. COUNTY ROAD B2/ WELLS FARGO/ NORTHWEST MALL ENTRANCE
   a. Optimized cycle lengths, splits and offsets.
6. COUNTY ROAD B2/ ROSEDALE COMMONS
   a. Optimized cycle lengths, splits and offsets.
7. COUNTY ROAD B2/ AMERICAN STREET/ NORTH MALL ENTRANCE
   a. Optimized cycle lengths, splits and offsets.
   b. Additional 170 foot southbound turn lane
   c. Lengthen to 300 feet westbound left turn lane
8. COUNTY ROAD B2/ SOUTHBOUND TH 51 RAMP/ NORTHWEST MALL ENTRANCE
   a. Optimized cycle lengths, splits and offsets.
   b. Eastbound left turn set as coordinated phase
   c. Add 75 feet to southbound left turn lane
   d. Lengthen to 340 feet eastbound left turn lane
   e. Rosedale perimeter road transition to full left turn lane, full through lane and a 400 foot right turn lane
9. COUNTY ROAD B2/ NORTHBOUND TH 51 RAMP
   a. Optimized cycle lengths, splits and offsets.

The DEVELOPER shall complete the improvements described above at its cost.

B. Non-vehicular transportation corridors: The DEVELOPER has agreed to grant to the CITY a Public Trailway Easement and Agreement over a 5.00 strip of land adjoining County Road B-2, as described in the PUD Agreement. In addition, private pathways and sidewalks shall be incorporated throughout the site as shown in the plans attached to the PUD Agreement. The cost for all work related to the private pathways and sidewalks will be the responsibility of the DEVELOPER. Snow removal on all facilities shall be the responsibility of the DEVELOPER. The CITY shall be responsible for long term maintenance and replacement of all public facilities.

C. Erosion control measures shall be constructed in accordance with City and Rice Creek Watershed District requirements including Ramsey County Soil and Water Conservation District Best Management Practices.

D. Hazardous materials clean up as necessary, shall be completed according to acceptable MnPCA standards.

3. <u>Development Plans</u>. The Amended PUD improvements shall be undertaken in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plan A, the plans may be prepared, subject to CITY approval, after

entering the Contract, but before commencement of any work authorized by the PUD. If the plans vary from the written terms of this Contract, the written terms herein shall control. The CITY shall approve in writing all the referenced plans. The plans are:

Plan A – Site Plan
Plan B – Erosion Control Plan and Schedule
Plan C – Plans and Specifications for Public Improvements
Plan D – Grading Plan (w/ building Locations and Elevations)

4. **Improvements.** The DEVELOPER shall install or cause to be installed and pay for the following:

   A. Public Streets- The public improvements described in Section 2 above.

   The improvements shall be installed in accordance with CITY standards, ordinances and plans and specifications which have been prepared by a competent registered professional engineer furnished to the CITY and approved by the City Engineer, Ramsey County and MNDOT. The DEVELOPER shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and other agencies before proceeding with construction. The DEVELOPER shall provided field inspection to ensure an acceptable level of quality control to the extent that the DEVELOPER's engineer will be able to certify that the construction work meets the approved CITY standards as a condition of CITY acceptance. The DEVELOPER or engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City Council chambers with all the parties concerned, including city staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the DEVELOPER shall supply the CITY with a complete set of reproducible "Record Plan" drawings.

5. **Security.** To guarantee compliance with the terms of this Agreement, payment of the costs of all improvements described herein and construction of all described improvements, the DEVELOPER shall furnish a letter of credit for $366,250 in a form to be approved by the CITY. The amount of the letter of credit shall cover the public improvements described in Section 2 above.

6. **Time of Performance.** The DEVELOPER shall install all required improvements enumerated herein by November 1, 2006. The DEVELOPER may, however, forward a request for an extension of time to the CITY. If an extension is granted, it shall be conditioned upon updating the security posted by the DEVELOPER to reflect cost increases and the extended completion date.

7. **Grading Plan/Site Grading.** The DEVELOPER shall submit to the CITY a site grading and drainage plan acceptable to the CITY showing the grades and drainage for the project prior to installation of the improvements. Site grading shall be completed by the

DEVELOPER at its cost and approved by the City Engineer. DEVELOPER shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the CITY after site grading, with grades included. All improvements and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the DEVELOPER.

All spoil piles shall be kept completely off city right-of-way and shall be completely surrounded with an approved erosion control silt fence. The CITY also requires that approved erosion control fencing be installed around the perimeter of the site at the time of building permit issuance and remain in place until vegetation on the lot is established where pertinent.

8. **License.** The DEVELOPER hereby grants the CITY, its agents, employees, officers and contractors a license to enter the project to perform all work and inspections deemed appropriate by the CITY during the installation of public improvements. The license shall expire after the project has been completed.

9. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected and approved by the CITY. All unimproved areas disturbed by the excavation and backfilling operations shall be reseeded within 72 hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. Sod is required on all slopes greater than ten percent (10%) gradients or as directed by the City Engineer. All seeded areas shall be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the development does not comply with the erosion control plan and schedule or supplementary instructions received from the CITY, the CITY may take such action as it deems appropriate to control erosion, including those provisions listed in paragraph 10. The CITY will endeavor to notify the DEVELOPER in advance of any proposed action, but failure of the CITY to do so will not affect the DEVELOPER's or CITY's rights or obligations hereunder. If the DEVELOPER does not reimburse the CITY for any cost the CITY incurred for such work within thirty (30) days, the CITY may draw down the letter of credit to pay any costs. No development will be allowed and no building permits will be issued unless the project is in full compliance with the erosion control requirements.

10. **Clean up**. The DEVELOPER shall periodically and promptly clean dirt and debris from streets that has resulted from construction work by the DEVELOPER, its agents or assigns. The CITY will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After the DEVELOPER has received 24-hour verbal notice, the CITY will complete or contract to complete the clean-up at the DEVELOPER's expense, as per the conditions under Paragraph 12.

11. Ownership of Improvements. Upon completion and CITY acceptance of the work and construction required by this Contract, all improvements lying within public rights-of-way and easements shall become CITY property without further notice or action.

12. Maintenance Agreement. Intentionally Deleted.

13. Warranty. The DEVELOPER warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY.

14. Responsibility for Costs.

A. Except as otherwise specified herein, the DEVELOPER shall pay all costs incurred by it or the CITY in conjunction with the development of the project including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the improvements described in this Contract, the preparation of this Contract, and all costs and expenses incurred by the CITY in monitoring and inspecting development of the plat, and the enforcement of this Contract.

B. The DEVELOPER shall hold the CITY and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the public improvments. The DEVELOPER shall indemnify the CITY and its officers and employees for all costs, damages or expenses which the CITY may pay or incur in consequence of such claims, including attorney's fees.

C. The DEVELOPER shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges referred to in this Contract. This is a personal obligation of the DEVELOPER and shall continue in full force and effect even if the DEVELOPER sells the property described in Section 1 or any part thereof.

D. The DEVELOPER shall pay in full all reasonable and appropriate bills submitted to it by the CITY for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the CITY may halt plat development work and construction including, but not limited to, the issuance of building permits for lots which the DEVELOPER may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of nine percent (9%) per year.

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

15. **DEVELOPER's Default.** In the event of default by the DEVELOPER as to any of the work to be performed by it hereunder, the CITY may, at its option, perform the work and the DEVELOPER shall promptly reimburse the CITY for any expense incurred by the CITY, including personnel and attorney's fees, provided the DEVELOPER is first given notice of the work in default, not less than 48 hours in advance. This Contract is a license for the CITY to act, and it shall not be necessary for the CITY to seek a court order for permission to enter the land. When the CITY does any such work, the CITY may, in addition to its other remedies, assess the cost in whole or in part.

16. **Miscellaneous.**

A. The DEVELOPER represents to the CITY that, to its knowledge, the installation of the public improvements contemplated by this Contract complies with all CITY, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the CITY determines that the installation of the public improvements does not comply, the CITY may, at its option, refuse to allow construction or development work in the public right-of-way until the DEVELOPER does comply. Upon the CITY's demand, the DEVELOPER shall cease work until there is compliance.

B. Third parties shall have no recourse against the CITY under this Contract.

C. Breach of the terms of this Contract by the DEVELOPER shall be grounds for denial of building permits, including lots sold to third parties.

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

E. If building permits are issued prior to the completion and acceptance of public improvements, the DEVELOPER assumes all liability and costs resulting in delays in completion of public improvements caused by the CITY, DEVELOPER, its contractors, subcontractors, materialmen, employees, agents or third parties. No occupancy permit shall be issued until public improvements in Section 2 are in and approved by the CITY.

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

G. This Contract shall be binding upon and inure to the benefit of the CITY and the DEVELOPER and their successors and assigns.

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

I. The DEVELOPER may not assign this Contract without the written permission of the City Council.

17. Notices. Required notices to the DEVELOPER shall be in writing, and shall be either hand delivered to the DEVELOPER, its employees or agents, or mailed to the DEVELOPER by registered mail at the following address:

PPF RTL Rosedale Shopping Center, LLC
c/o Morgan Stanley Real Estate Advisors, Inc.
Suite 800
3424 Peachtree Road NE
Atlanta, GA 30326
Attention: Asset Manager

Notices to the CITY shall be either hand delivered or mailed to the CITY by registered mail in care of the City Engineer at the following address:

City of Roseville
Attn: City Engineer
2660 Civic Center Drive
Roseville, MN 55113

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEVILLE

By: Craig Klausing
Craig Klausing, Mayor

By: Neal J. Beets
Neal J. Beets, City Manager

PPF RTL ROSEDALE SHOPPING CENTER, LLC

By: PPF Retail, LLC, its sole member
By: PPF OP, LP, its sole member
By: PPF OPGP, LLC, its General Partner
By: Prime Property Fund, LLC its sole member
By: Morgan Stanley Real Estate Advisor, Inc., its Manager

By: [illegible]
Its: Executive Director
DEVELOPER

STATE OF MINNESOTA)
) SS
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 20th day of June, 2005, by Craig Klausing, Mayor, and Neal J. Beets, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

SHEILA STOWELL
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2010

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing was acknowledged before me on Dec. 19th, 2005, by John C. Schoser, the Executive Director of Morgan Stanley Real Estate Advisor, Inc., the Manager of Prime Property Fund, LLC, the sole member of PPF OPGP, LLC, the General Partner of PPF OP, LP, the sole member of PPF Retail, LLC, the sole member of PPF RTL ROSEDALE SHOPPING CENTER, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

"OFFICIAL SEAL"
SUSAN S. BENETTI
Notary Public, State of Illinois
My Commission Expires 04/23/08

DevCon_rosedale.doc

Snow Melting Plan

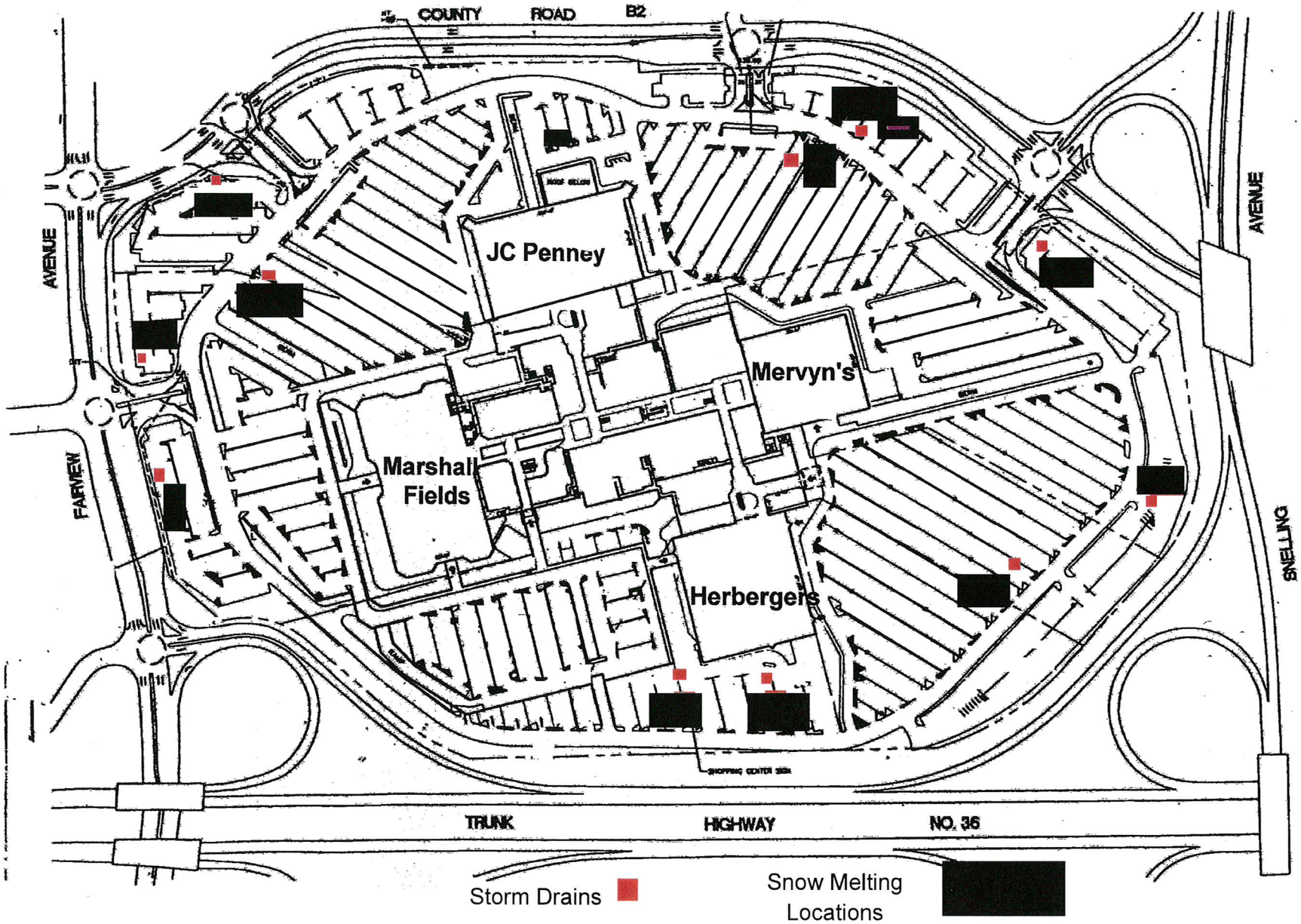


EXHIBIT K - JUNE 15, 2005

MEMORANDUM

TO: WILLIAM MALINEN, CITY MANAGER
MAYOR KLAUSING & CITY COUNCIL

FROM: THOMAS PASCHKE, CITY PLANNER

SUBJECT: ***AMC THEATER ADDITION***

DATE: MARCH 15, 2007

On May 9, 2005, the Roseville City Council approved the Rosedale PLANNED UNIT DEVELOPMENT allowing construction of The Plaza, a 182,000 sq. ft. three story addition that included 124,000 sq. ft. of general retail space and a 59,000 sq. ft., 14-screen AMC movie theater, which replaced the former three story 170,000 sq. ft. east wing anchor department store (formerly known as Mervyn's).

On October 15, 2005 the Community Development Department approved/issued the footing and foundation permit for The Plaza, which permit included the AMC Theater. On June 6, 2006, the Community Development Department issued the full building permit for the AMC Theater.

During the time frame of December 2006 through February 2007, AMC experienced patron complaints regarding the outdoor ticket counter design, and during one of the cold spells, AMC sought and received permission to install a temporary enclosure to protect patrons from the winter elements. A condition placed by the Community Development Department on the temporary permit was for AMC to seek/design a permanent solution. Recently, the Planning Division received a proposal by AMC to construct an addition that would enclose the ticket counter.

Section 5 of the ROSEDALE PLANNED UNIT DEVELOPMENT states: **Minor departures from the approved final development plans, which are consistent with this AGREEMENT and the underlying Shopping Center District zone and/or the Rosedale Shopping Center PUD amendment may be approved by the CITY's Development Review Committee and the Community Development Director or designee, as provided in the Roseville City Code (Section 1008). Substantial departures from the approved final development plans will require an amendment to the Planned Unit Development in accordance with Sections 1006, 1008, 1010, 1012 and 1015 of the Roseville City Code. Where not superseded by more restrictive requirements of this PUD, the standards of the underlying zones shall apply, as stated in Chapter 1006 of the Roseville City Code. Whether an issue is "minor" or "significant" shall be determined by the CITY as defined in Section 1008.09 of the City Code.**

§1008.07A (Revisions and/or Change - Minor Change in Location, Placement and Height) states: Minor changes in location, placement and height of structures may be authorized by the Development Review Committee if required by engineering or other circumstances not foreseen at the time the final plan was approved and filed with the Zoning Administrator.

§1008.07B (Revisions and/or Change – Significant Changes in Use, Location, Size and Height) states: Changes in use, significant changes in location, size, or height, any rearrangement of lots, blocks, and building tracts, changes in provision of common open spaces, and all other changes to the approved final development plan may be made only after a public hearing conducted by the Planning Commission. Upon determination by the Development Review Committee that a major change has been proposed, the applicant shall apply for an amended PUD.

§1008.09B1 (Control of PUD Following Completion – Changes after Issuance of Certificate of Occupancy) states: Any extension, alteration or modification of proposed or existing buildings or structures may be authorized by the Development Review Committee if they are consistent with the purpose and intent of the final plans. No change authorized by this section may increase the cube of any building or structure, the number of required access points, or parking spaces by more than 10%.

The Planning Division has reviewed the recent submittal and concluded the following:

- Both the approved PUD and the City Code offer more than one option when considering what type of improvement is being sought. The City Planner has determined that §1008.09B1 (Control of PUD Following Completion – Changes after Issuance of Certificate of Occupancy) is the most appropriate/applicable to the situation at AMC Theater.

- The City Planner has determined that the threshold of §1008.09B1 has not been met or exceeded. The massing of the addition – its length and height is exactly the same as the existing structure. The difference is an outward curve versus the existing inward curve. Specifically, the proposed ticket counter extension, alteration and/or modification does not increase the cube of The Plaza by more than 10%. The City Planner has estimated the theater addition to be 109,940 cubic feet while The Plaza is estimated at 8,210,134 cubic feet, which creates an addition of .013%.

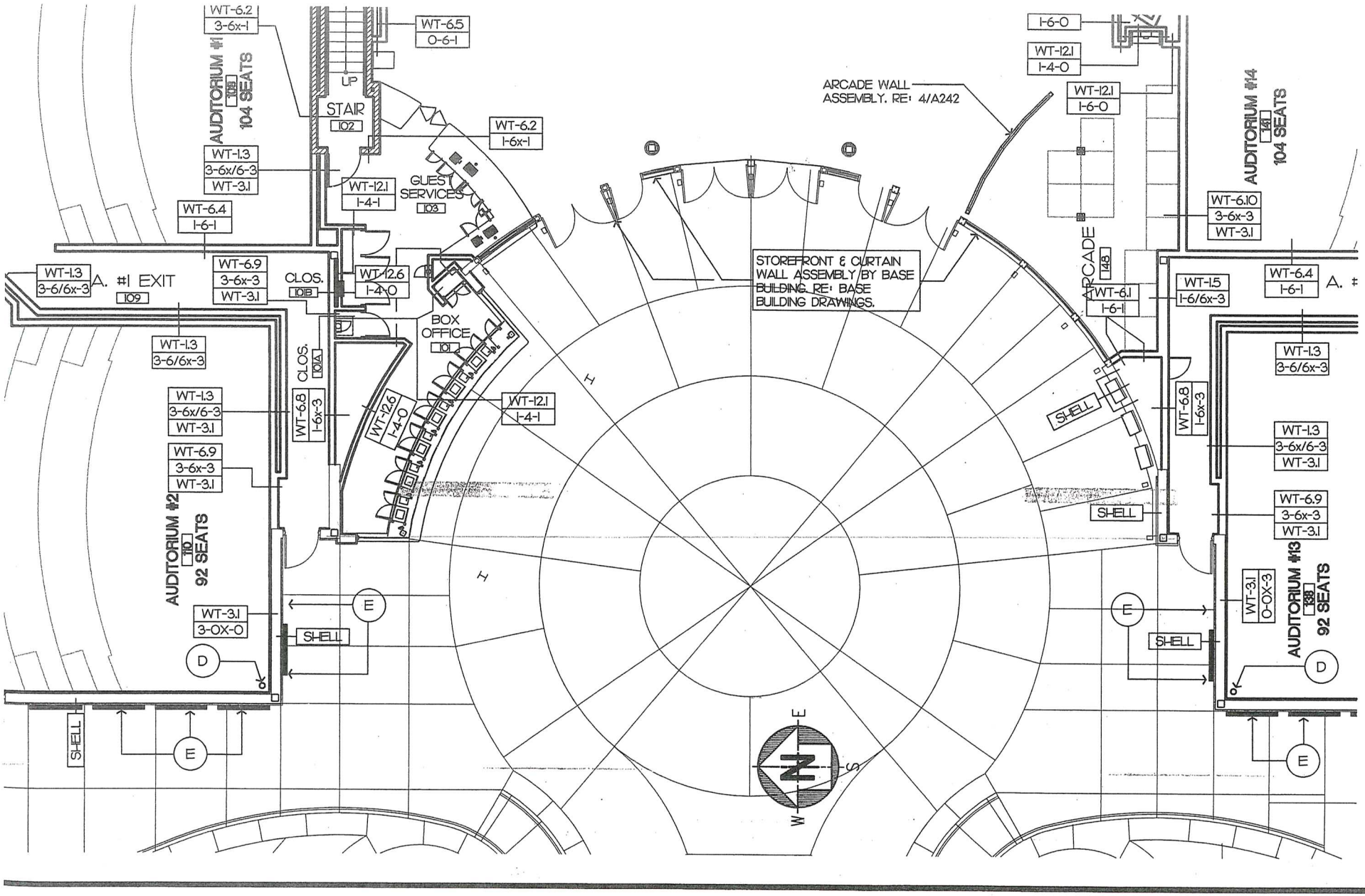
- The proposed extension, alteration, and/or modification has a footprint of 2,390 sq. ft. or .013% of the approved overall Plaza development under the PUD (182,000 sq. ft.).

- The approved PUD provided flexibility in design and did not specifically support/approve a design or elevation. The Development Review Committee previously approved a similar request for Granite City and its "minor" exterior change from the approved language and general elevation rendering.

- Staff previously did recommend that a vestibule be incorporated into the design of the AMC project, which design feature would most likely have extended the entry outward from the current location.

The City Planner seeks City Council concurrence in the determination that the proposed addition by AMC Theater to enclose the ticket counter is a "minor" alteration under the approved PUD and Roseville City Code, which determination will allow the City Staff to review and approve a building permit.

EXISTING



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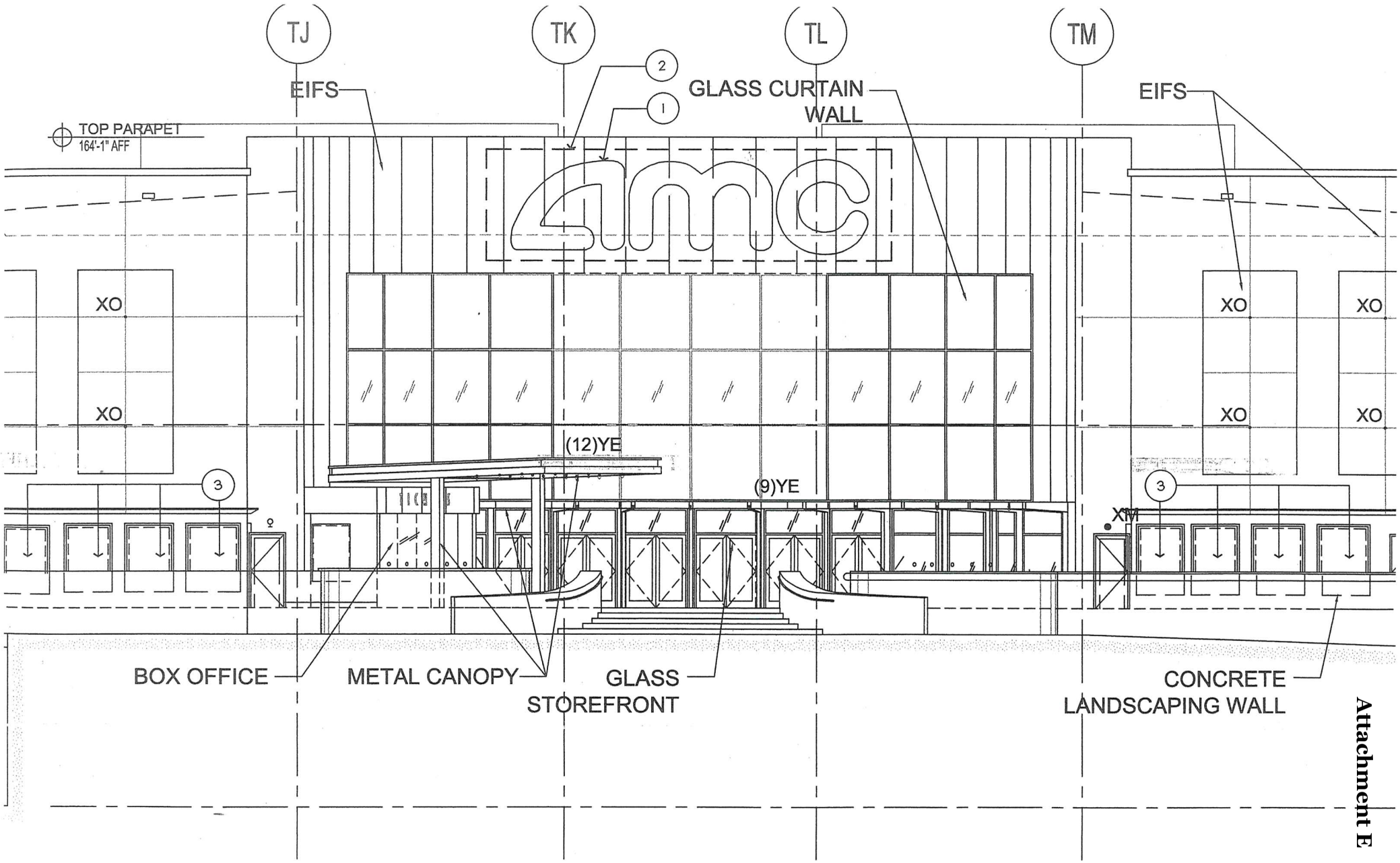
Attachment B

Existing



Attachment E

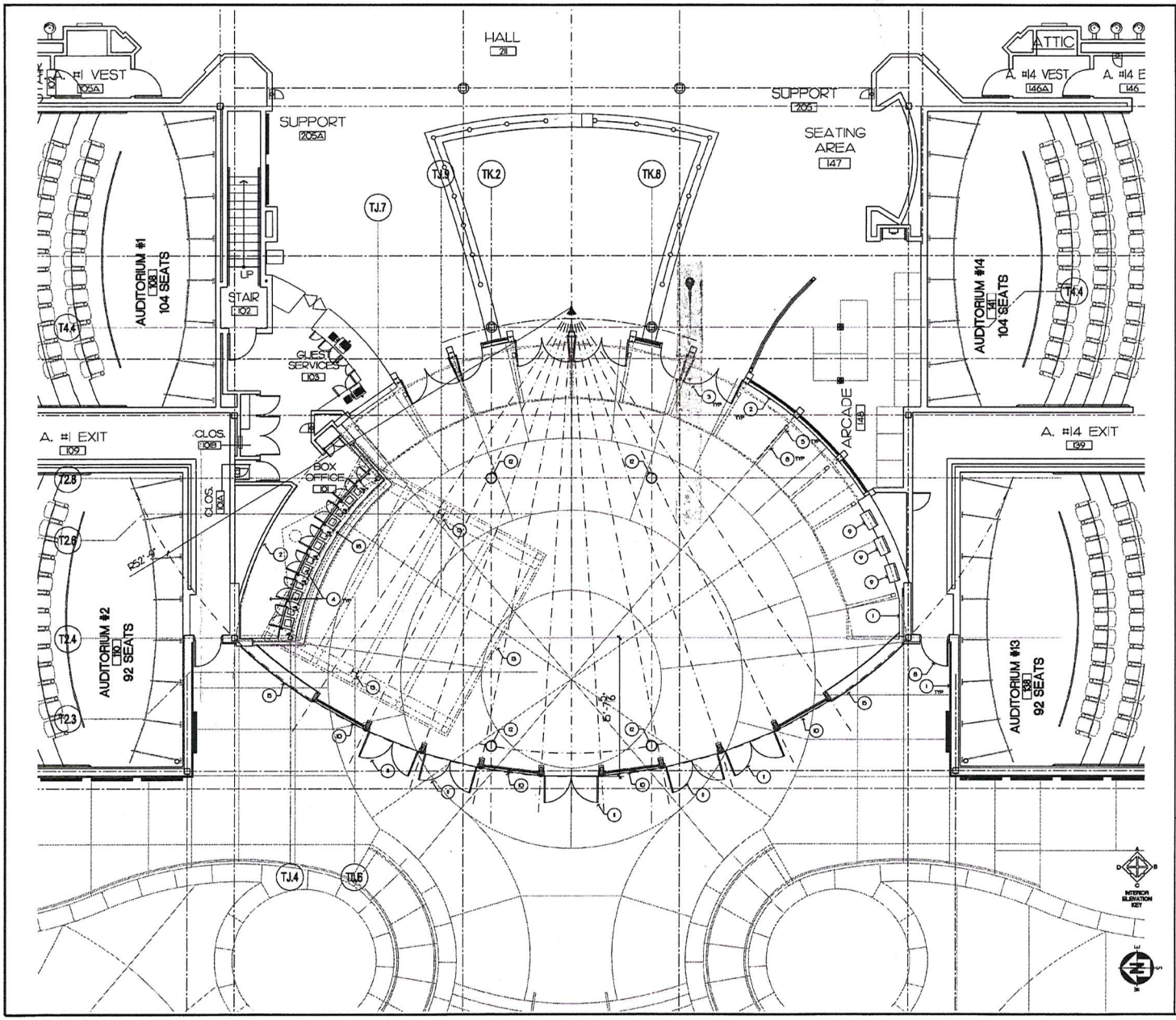
EXISTING

Attachment E

EXISTING

Attachment E

PROPOSED



NOTE KEY

1. EXISTING WALL ASSEMBLY. (TO REMAIN)
2. EXISTING CURTAIN WALL ASSEMBLY. (TO REMAIN)
3. EXISTING CURTAIN WALL STOREFRONT DOOR ASSEMBLY. (TO REMAIN)
4. EXISTING BOX OFFICE. (TO REMAIN)
5. EXISTING CANOPY COLUMN. (TO REMAIN)
6. EXISTING CONCRETE HARDSCAPE PAVING.
7. EXISTING H. M. DOOR. (TO REMAIN)
8. EXISTING GLASS AND STEEL CANOPY STRUCTURE. (TO REMAIN)
9. EXISTING ABO UNIT. (TO REMAIN)
10. NEW CURATAIN WALL ASSEMBLY.
11. NEW CURTAIN WALL STOREFRONT DOOR ASSEMBLY.
12. NEW STRUCTURAL COLUMN WITH NEW ARCHITECTURAL WRAP.
13. EXISTING CANOPY AND CANOPY COLUMNS TO BE REMOVED.
14. NEW BADLIS WALL ASSEMBLY WITH EIFS SIDING ABOVE.
15. AMC LOGO SIGN ABOVE CURATIN WALL SYSTEM.

REQUIRED EXIT OPENINGS

1. EXISTING THEATRE OCC. LOAD = 2358
2. EXISTING THEATRE EXIT OCC. LOAD = 579
   2358 / 2 = 579
3. WEATHER VESTIBULE ENCLOSURE OCC. LOAD = 165
   2358 SF / 6 SF PER OCC. = 165
4. TOTAL EGRESS OCC. LOAD = 1447
   (1)(4) 3 ∑ 3
5. EXIT OPENING REQUIRED: 348 LF
   1447 X 2 = 2894 /2" = 348 LF)
6. EXIT OPENING PROVIDED: 30 LF
   (FIVE (5)TO OPENINGS)

STK

SEAL:

CONSULTANTS:

PROJECT FOR:

amc

Copyright 2006 - AMC REALTY, INC.

AMC REALTY, INC.
920 MAIN STREET
Kansas City, MO 64105

PROJECT NAME:

amc
VESTIBULE WEATHER ENCLOSURE
AT
THE PLAZA ROSEDALE CENTER

ISSUE INFORMATION:

DATE:	INFORMATION:

KEY PLAN:

SHEET INFORMATION:

PROJECT NO.: 223-380-05
SCALE: 1/4" = 1'-0"
DATE: 2-13-2007

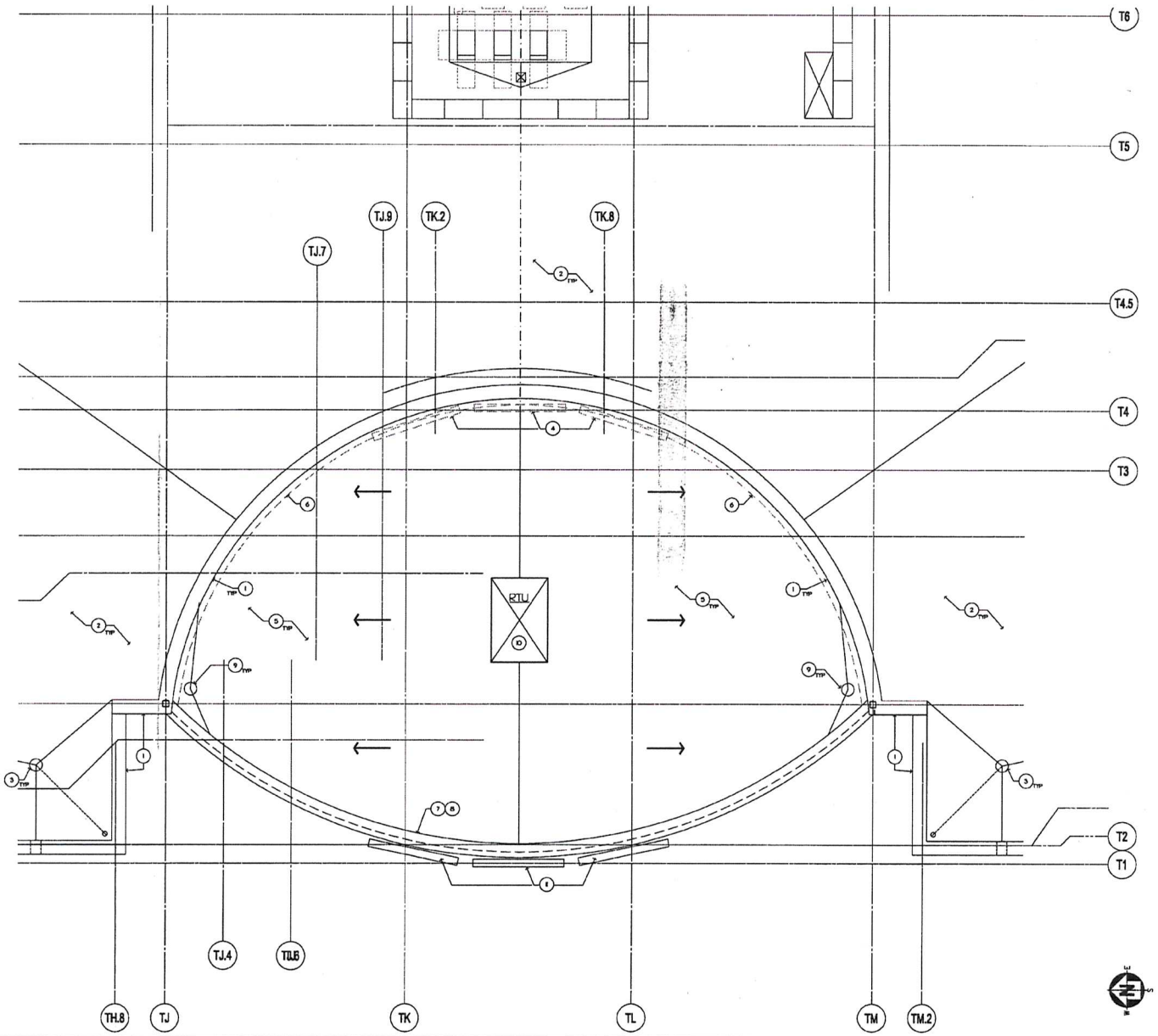
SHEET TITLE:
CANOPY LAYOUT
FLOOR PLAN
THEATRE LEVEL

SHEET NO.:
A211

FEASIBILITY FLOOR PLANS — INFORMATION ONLY — PRELIMINARY NOT FOR CONSTRUCTION

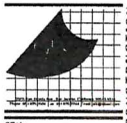
Attachment E

PROPOSED



NOTE KEY

1. EXISTING PARAPET.
2. EXISTING ROOF MEMBRANE.
3. EXISTING ROOF DRAIN.
4. REMOVE AND SALVAGE EXISTING "AMC" LOGO SIGN.
5. NEW BUR SYSTEM OVER 2" LIGTH WEIGHT CONCRETE SUBSTRATE OVER 6-IN TAPPERED RIGID FOAM INSULATION OVER SLOPING CORRGATED METAL DECK.
6. NEW CONTINUOUS SHEET METAL FLASHING
7. NEW GALV. SHT. MET. COPING PARAPET CAP.
8. NEW PARAPET.
9. NEW ROOF DRAIN.
10. NEW RTU.
11. INSTALL REMOVED AND SALVAGED "AMC" LOGO SIGN.



SEAL:

CONSULTANTS:

PROJECT FOR:

amc

Copyright 2006 - AMC REALTY, INC.

AMC REALTY, INC.
920 MAIN STREET
Kansas City, MO 64105

PROJECT NAME:

amc

VESTIBULE WEATHER ENCLOSURE AT

THE PLAZA ROSEDALE CENTER
Roeadale, Missouri

ISSUE INFORMATION:

DATE:	INFORMATION:
02-13-07	FEASIBILITY FLOOR PLAN

KEY PLAN:

SHEET INFORMATION:

PROJECT NO.: 223-380-05
SCALE: 1/4" = 1'-0"
DATE: 2-13-2007

SHEET TITLE:
CANOPY ROOF PLAN

SHEET NO.:
A411

PRELIMINARY NOT FOR CONSTRUCTION

INFORMATION ONLY

FEASIBILITY FLOOR PLANS

Attachment E

Proposed

OVERALL ENTRY VESTIBULE PERSPECTIVE

STK
FEBRUARY 19, 2007

AMC - ROSEDALE
STOREFRONT VESTIBULE STUDY

Attachment E

PROPOSED

STOREFRONT CLOSE-UP

STK
FEBRUARY 19, 2007

AMC - ROSEDALE
STOREFROND VESTIBULE STUDY

Attachment E

PROPOSED

RE-PAINT EXISTING GOLD WALL TO A NEUTRAL COLOR.

NEW CEILING TRIM

NEW BLACK CEILING TILE

EXISTING CANOPY, TO REMAIN.

NEW 4' HIGH "AMC" SIGN

INSIDE OF VESTIBULE

STK
FEBRUARY 19, 2007

AMC - ROSEDALE
STOREFRONT VESTIBULE STUDY

Attachment E

EXCERPT FROM THE SEPTEMBER 2, 2015 ROSEVILLE PLANNING COMMISSION MEETING MINUTES

a. <u>PLANNING FILE 15-019</u>
Requests by Jones Lang LaSalle, with property owners Compass Retail, Inc. and J. C. Penny Property, Inc. 496, for approval of a PRELIMINARY PLAT and PLANNED UNIT DEVELOPMENT AMENDMENT at 1700 County Road B-2 and 1705 Highway 36 (Rosedale Shopping Center)

Chair Boguszewski opened the public hearing for Planning File 15-019 at approximately 6:06 p.m.

City Planner Thomas Paschke briefly reviewed the request -2 part request as per RCA noting two separate actions for consideration: approval of a Preliminary Plat and an Amendment to PUD Agreement #3608.

<u>Preliminary Plat</u>
Mr. Paschke briefly summarized the project specifics with the proposal and pending development to the Rosedale Center site as detailed in the staff report dated September 2, 2015 and shown on Preliminary Plat documents, essentially combining several lots and creating one additional lot as noted.

<u>PUD Agreement #3608 Amendment</u>
Mr. Paschke noted that since the lots and their respective legal descriptions would be changed, the PUD Agreement would need to be amended accordingly. Mr. Paschke noted that this would include development of a 141,000 square foot building addition, a 450 space parking deck, and up to five out parcels that would be similar to the land lease of Chianti Grill east of the Har Mar Mall retail strip center. Mr. Paschke noted the project also included associated site improvements, including parking modification, stormwater management, additional islands in the parking lot, and other amenities as detailed in documents included in the redevelopment proposal.

Throughout his presentation, Mr. Paschke displayed various plan forms and maps indicating the location of this proposed retail additional near the existing Green Mill Restaurant location, and location of the stormwater management area and second floor with parking deck and additional parking spaces.

Mr. Paschke reviewed several components of the current PUD Agreement needing revision as part of the Amended Agreement, including zoning from the former “Shopping Center” designation to the current “Regional Business (RB)” zoning designation providing direction to staff in their interpretation of permit review including that of the new outlots to meet generalized conditions within the PUD for consistency and with current design standards including building setbacks related to property lines, building height and design, and parking deck placement in relation to the property lines. Under RB zoning, Mr. Paschke noted that building height would be limited to 65’ and he expected the addition to be similar to existing building components for the anchor tenant as well as related retail uses. Mr. Paschke advised that, as more detailed plans become available for review, current design standards for exterior elevations would be incorporated into the amended PUD Agreement and current design standards addressing building materials, solidifying smaller retail sites or restaurants, or office uses versus the main building.

Mr. Paschke reviewed staff’s analysis to-date and how staff would address subsequent plans during the process as plans were further refined, including square footage for restaurant uses and parking stalls that appeared to exceed City Code requirements for a typical retail mall. Mr. Paschke noted that given current zoning ordinance and design standard requirements, future building plans for this proposal would need to meet those revised standards to the greatest extent possible as staff worked with the applicant during the review and permit process.

In conclusion, and as detailed in the staff report, Mr. Paschke advised that staff recommended approval of the Preliminary Plat as conditioned, and amendment of PUD Agreement 3608.

Commissioner Questions of Staff

Member Stellmach asked staff to explain traffic mitigation and whether this project would incorporate improvements to bicycle and pedestrian access in this area.

Mr. Paschke advised that as part of staff's review of the site, they would look to connect pedestrians from County Road B-2 for better access to the Rosedale Center site and surrounding area as applicable and as easily for them as possible with the fewest traffic conflicts. As far as broader traffic issues on County Road B-2, Mr. Paschke advised that staff would address existing concerns and issues, and suggest potential ways to remedy them as part of this proposal.

At the request of Member Murphy, Mr. Paschke advised that the parking ramp was proposed at one level by modifying of the elevation, estimating it to be 12' to 15' off the ground, and connecting J. C. Penney's and the new additional. With Member Murphy noting the maximum height allowed at 65 in RB zoning districts, Mr. Paschke stated that he anticipated the ramp to be much lower than that maximum allowable.

With the addition of more impervious surface with this addition and site changes, Chair Boguszewski asked staff to review their Condition "B" in more detail and additional stormwater management for the broader area.

Mr. Paschke advised that as part of the redevelopment project, the applicant would be required to meet existing standards under current requirements of City Code and the area watershed district versus pre-existing or previous standards. Regarding the broader area component, Mr. Paschke noted that this area was already problematic and the City would ask the applicant, JLL, to work with the City and watershed district to create additional capacity within their stormwater pond to hold more water back and avoid any downstream issues, and as a cost-share opportunity as part of the improvements.

Public Works Director/City Engineer Mark Culver agreed with Mr. Paschke's assessment, noting that any improvements or disturbed areas, such as this proposed project, required the applicant and City of Roseville to work with the watershed district for mitigation efforts. As Mr. Paschke noted, Mr. Culver noted that this was a problem area as far as capacity of pipes north of the Rosedale Center, and while making no guarantees of what may occur, City staff was looking forward to the opportunity to partner with JLL and the watershed district to expand required stormwater management and mitigation to benefit the area north or upstream of the Rosedale Center.

At the request of Member Murphy, Mr. Culver advised that there would be no long-term stormwater flowing south along Fairview as a result of this improvement. Member Murphy noted that currently a lake typically formed in that area during larger rainfall events. Mr. Culver noted that with more capacity as anticipated, the City could relieve flow at one point that would facilitate drainage from other points going north as well.

Applicant Representatives

Bill Mosten, Senior VP of Retail with JLL

Mr. Mosten noted there were other representatives of the Rosedale Center's management team in the audience, as well as representatives from Dorsey/Whitney, and Kimley Horn.

Mr. Mosten advised that they were in agreement with staff's presentation, and expressed their appreciation of staff's support and the applicant's excitement going forward.

At the request of Member Murphy, Mr. Mosten estimated the process, while the schedule was still evolving, should be completed in approximately two years, either late in 2017 or early in 2018.

Public Comment

Chair Boguszewski closed the public hearing at approximately6:26 p.m.; with no one appearing for or against.

MOTION

Member Murphy moved, seconded by Member Bull to recommend to the City Council approval of the proposed PRELIMINARY PLAT as presented at this meeting of Lots 1, 2 and 3 , Block 1, Rosedale Fifth Addition located at 1700 County Road B-2 and 1705 Highway 36; based on the comments, findings, and conditions contained the project report dated September 2, 2015.

Ayes: 5
Nays: 0
Motion carried.

MOTION

Member Murphy moved, seconded by Member Cunningham to recommend to the City Council approval of the proposed amendment to Planned Unit Development (PUD) #3608 including:

a. Changing the legal description from Lot 4, Block 1, Rosedale Center Fourth Addition, (Torrens Property – Certificate of Title No. 375111) Lot 3, Block 1, Rosedale Center Fourth Addition, except that part of overlying Lots 6 and 7, Block 5, Leinen Heights Number 2 (Torrens Property – Certificate of Title No. 375111); that part of Lot 3, Block 1, Rosedale Center Fourth Additional that overlies Lots 6 and 6, Block 5, Leinen Height Number 2 (Abstract Property) to Lots 1, 2 and 3, Block 1, Rosedale Fifth Addition; based on the comments, findings, and conditions contained the project report dated September 2, 2015.

b. The City shall determine the required on-site parking for Rosedale and incorporate these requirements into the amended PUD Agreement.

c. All applicable sections of the current PUD Agreement shall be modified to account for the 2010 zoning requirements.

d. The City Engineer, Ramsey County and MnDOT shall all approve the traffic management plan and improvements prior to the issuance of a building permit for the leasable space. There may be some required traffic mitigation costs to be paid by the developer associated with these improvements.

Ayes: 5
Nays: 0
Motion carried.