ALLIANZ FIELD
OPERATIONS AND MAINTENANCE AGREEMENT

This Operations and Maintenance Agreement (hereinafter, the "Agreement") is made and entered into effective as of the 27th day of May, 2020 (the "Effective Date") by and among the following parties (each a "Party" and collectively the "Parties"):

City of Saint Paul, a Minnesota home rule charter city (hereinafter, the "City");

MUSC Holdings, LLC, a Minnesota limited liability company (hereinafter the "Team");

Minnesota United Soccer Club, LLC, a Minnesota limited liability company (hereinafter, the "Club"); and

Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (hereinafter, the "Council") is joining in this Agreement solely for the purposes of Article 9;

ARTICLE 1 – RECITALS

WHEREAS, the Council is fee owner of certain real property in the City, commonly known as the "Bus Barn" site, and legally as described in Exhibit 1 (hereinafter, the "Property"); and

WHEREAS, effective April 1, 2016, the Council and the City entered into a Net Ground Lease (hereinafter, the "NGL") for approximately a fifty-two (52) year term ending December 31, 2068, which provided for the redevelopment of the Property and, principally, the construction and operation of a stadium as a venue for professional soccer league matches and other recreational, sporting, and entertainment events. A copy of the NGL is made a part of this Agreement by reference; and

WHEREAS, Section 6(b) of the NGL provides that the Council will enter into an Operations and Maintenance Agreement with the City and the party who is managing or operating the improvements on the Property, which is the Club, but the Council has determined that it does not need to be a party to this Agreement under the current circumstances; and

WHEREAS, effective April 1, 2016, the City and the Team, the parent of the Club, entered into a Development Agreement (as heretofore and hereinafter amended, the "Development Agreement"), a copy of which is made a part of this Agreement by reference, pursuant to which the Team constructed the Stadium (as defined below), partially on the Property and partially on so-called Team Acquired Property (as defined in the Development Agreement), in which the Team's wholly-owned subsidiary, the Club, a member of Major League Soccer and operator of the Minnesota United fc professional soccer team, will play its home soccer matches and in which other recreational, sporting, and entertainment events may take place; and

WHEREAS, Section 3.3 of the Development Agreement provides that the Stadium shall be the property of and owned by the City as a municipal stadium pursuant to Minn. Stat. § 272.01,

Subd.2(b)(1), subject to such rights that are conferred upon the Club through the Playing and Use Agreement (as defined below); and

WHEREAS, Section 7.1(b) of the Development Agreement also provided that the City and the Team's professional soccer club subsidiary will enter into a Playing and Use Agreement for the management, use, operation, and maintenance of the Stadium and, further, that the Club will be responsible for performing and paying for all operations and maintenance of the Stadium including the sidewalks and areas adjacent to the Stadium; and

WHEREAS, Section 7.6 of the Development Agreement provides that the City and the Club enter into an Operations and Maintenance Agreement with the Council, but the Council has determined that it does not need to be a party to this Agreement under the current circumstances;

WHEREAS, effective April 1, 2016, the City and the Club entered into a Playing and Use Agreement (as heretofore and hereinafter amended, the "Playing and Use Agreement"), a copy of which is made a part of this Agreement by reference; and

WHEREAS, Section 6.1(a) of the Playing and Use Agreement provides that the Club shall operate and manage the Stadium, Appurtenant Areas and Stadium Site as defined in and in accordance with the Playing and Use Agreement and be responsible to perform and pay for all non-transit operations and maintenance for the Stadium and the Appurtenant Areas; and

WHERES, Section 4.8 of the Playing and Use Agreement provides that the City, the Team, and the Club will enter into an Operations and Maintenance Agreement with the Council, but the Council has determined that it does not need to be a party to this Agreement under the current circumstances except as provided in Articles 8 and 9.

THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City, the Team, the Club, and the Council hereby agree as follows:

ARTICLE 2 - PURPOSE

The purpose of this Agreement is to fulfill the obligations of the Parties under Section 6(b) of the NGL, Section 7.6 of the Development Agreement and Section 4.8 of the Playing and Use Agreement. This Agreement allocates responsibility and coordinates the maintenance, repair and replacement of the Infrastructure Elements identified in the Matrix attached as Exhibit 3 which contains the City and the Club's agreement for maintenance, repair and replacement of the Infrastructure Elements identified in the Matrix that are within the defined Stadium Development Site but does not apply to the defined Stadium except for the connection to the storm water system from the Stadium roof referenced in Section 6.4(I)(A) and (ii). See the definition of Stadium Development Site and Exhibit 4. This Agreement supplements the provisions of the Playing and Use Agreement and is not intended to restate its provisions, nor is it intended to modify the provisions of the NGL, the Development Agreement or the Playing and Use Agreement.

ARTICLE 3 – DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings.

"Above Standard Design" shall mean aspects of the Infrastructure Elements that are above the standard design of the City as identified in the Matrix.

"Agreement" shall mean this Operations and Maintenance Agreement by and between the City, the Team, and the Club, as the same may be amended, modified, or supplemented from time to time.

"Annual Maintenance Plan Supplement" shall mean the supplement relating to the Club's obligations under this Agreement outside of the Stadium Footprint. With respect to the Infrastructure Elements within the Stadium Footprint which are the Club's responsibility under Section 6.4(I)(A) of this Agreement, they will be included with the written Annual Maintenance Plan submitted each year to the City by the Club pursuant to Section 6.1(b) of the Playing and Use Agreement.

"Appurtenant Areas" shall mean the area outside of the Stadium Footprint within the Stadium Site, including the Stadium Parking Areas (so long as any parking area is within such definition), the Promenade and Stadium Site Green Spaces.

"Capital Improvements" shall mean all capital modifications, replacements or additions to the Infrastructure Elements as identified in the Matrix.

"Capital Improvement Plan Supplement" shall mean the supplement relating to the Club's obligations under this Agreement with respect to Infrastructure Elements that the Club has responsibility under this Agreement to replace and that will be included in the short term and long-term Capital Improvement plan for each year submitted to the City and the Council by the Club pursuant to Section 8.2 of the Playing and Use Agreement.

"City" shall mean the City of Saint Paul, a municipal corporation of the State of Minnesota.

"Club" shall mean Minnesota United Soccer Club, LLC, a Minnesota limited liability company and a wholly owned subsidiary of the Team.

"Club Events" shall mean events scheduled by the Club or events permitted by the Club to be held in the Stadium that are not League Events, Home Games or Other Events and for which the Club may impose such charges and fees for the use of the Stadium which shall be retained by the Club.

"Commencement Date" shall mean May 30, 2019, based on the final certificate of occupancy for the Stadium issued by the City.

"Contracted Services" shall mean services performed by third parties under contract to a Party of this Agreement.

"Development Agreement" shall mean that document between the City and the Team dated April 1, 2016, together with its exhibits and any amendments.

"Event" or "Events" shall mean League Events, Home Games, Club Events, Other Events, and other events held in the Stadium.

"Extraordinary Maintenance" shall mean the act of assessing, planning, executing, and documenting activities that involve substantive disruption to an Infrastructure Element that are greater than Preventive Maintenance or Reactive Maintenance.

"Great Lawn" shall mean the parcel subject to the Parkland Agreement located immediately to the north of the Stadium across Shields Avenue.

"Home Games" shall mean the Club's league games scheduled to be played at the stadium, including all pre-season, regular season, play-off and championship home games, and any international soccer games in which the Club participates and controls that are played in the Minneapolis/Saint Paul metropolitan area.

"Infrastructure Element" means any element, system or feature of the infrastructure identified in the Matrix.

"Inspection" shall mean planning, executing, analyzing, and documenting the condition state of an Infrastructure Element with the intent of using such data to manage the Infrastructure Element such as creating a work plan for Preventive Maintenance, Reactive Maintenance or Life Cycle replacement.

"League" shall mean a major league professional soccer league of which the Club is a member team prior to the Commencement Date and any successor thereto.

"League Events" shall mean Club Home Games and any other League soccer-related events scheduled by the Club or the League to be held in the Stadium, including all-star games.

"Life Cycle" shall mean the duration of an Infrastructure Element during which it fulfills its function to an agreed upon functional and safety standard.

"Maintenance" shall mean act of assessing, planning, executing, and documenting activities required to maintain and repair the Infrastructure Elements, including Inspection, Preventive Maintenance, Reactive Maintenance and Extraordinary Maintenance. Depending on the Infrastructure Element, Maintenance may include, but is not limited to, repair roadway surface, and crack/heave/shift repair. Maintenance with respect to the Above Standard Design trees within the public right-of-way shall be in compliance with the Tree Maintenance Guide attached hereto as Exhibit 2 as the same may be revised by the mutual agreement of the City and the Club. Maintenance by the Club shall include any items of work in the Annual Maintenance Plan Supplement. Maintenance shall not include Capital Improvements of the Infrastructure Elements.

"Master Plan" shall mean the master plan for the Snelling-Midway Redevelopment Site as approved by the City and as may be amended.

"Matrix" means the Snelling Midway Infrastructure Elements – Operations, Maintenance, and Replacement Responsibilities dated the date hereof and contemporaneously herewith executed by the City, the Club and the Team and attached hereto as Exhibit 3 and, together with this Agreement, is the agreement by the parties Section 7.6 of the Development Agreement and Section 4.8 of the Playing and Use Agreement and which further defines the operation, maintenance, repair and replacement responsibilities of the Parties for the Infrastructure Elements specified in the Matrix and included in this Agreement but is not to be interpreted as an amendment to any responsibilities of the Parties addressed in the NGL, the Development Agreement or the Playing and Use Agreement. The diagrams that are Exhibits to the Parts referenced in the Matrix are also included in Exhibit 3 and are herein referred to as an "Exhibit Diagram" or "Exhibit Diagrams" referenced to the numeric and alphabetic designation of the diagram(s) in the Exhibit Diagrams to the Matrix. The Exhibit Diagrams are provided as general visual references only and the source of "technical knowledge" shall be the final construction plans or "as built" plans and other final construction documents and manuals. Terms defined in this Agreement are used in the Matrix unless otherwise defined therein.

"NGL" means the net ground lease dated as of April 1,2016 between the Council and the City.

"Operations" shall mean activities through application of resources (labor, equipment, and materials) to facilitate the performance of the Infrastructure Element for its intended use or function, including, but not limited to payment for Utilities used or consumed in such application.

"Other Events" shall have the meaning as defined in the Playing and Use Agreement.

"Parkland Agreement" means the agreement dated February 1, 2018 between the City and the Team relating to the Great Lawn.

"Pedestrian Walkway" shall mean the 30-foot-wide walkway consisting of the westerly 30 feet of the parcel immediately to the east of the Great Lawn but except for such walkway such parcel is not included in the Stadium Development Site and is not subject to the terms of this Agreement.

"Playing and Use Agreement" shall mean the Playing and Use Agreement between the City and the Club dated April 1, 2016, together with its exhibits and any amendments.

"Preventive Maintenance" shall mean planned cyclical activities that do not occur based on customer or public contacts but are established based upon best practice procedures for ensuring the longest possible reliable and safe function of an Infrastructure Element.

"Promenade" shall mean the sidewalk area around the outside of the Stadium.

"Reactive Maintenance" shall mean activities responding to Inspection results or information from a Party, customer or public contact regarding an Infrastructure Element that is found to be in need of maintenance to recover such Infrastructure Element's function.

"Routine Maintenance" shall mean Reactive Maintenance or Preventive maintenance activities that do not result in Extraordinary Maintenance, including, but not limited to, litter removal, mowing, graffiti removal, noxious weed control and snow removal.

"Snelling-Midway Redevelopment Site" shall mean the area bounded by Snelling Avenue on the west, University Avenue on the north, Pascal Avenue on the east and St. Anthony Boulevard on the south for which the Master Plan has been approved.

"SPRWS" shall mean Saint Paul Regional Water Services.

"Stadium" shall mean the stadium constructed pursuant to the Development Agreement and is now named Allianz Field.

"Stadium Development Site" shall mean the Stadium, the Appurtenant Areas (but excluding, any Stadium Parking Area when such Stadium Parking Area is no longer included in the definition of Stadium Parking Area), the Great Lawn, the Pedestrian Walkway, the streets, and the public right-of-way within the southerly portion of the Snelling-Midway Redevelopment Site around the Stadium Site and as outlined in Exhibit 4 attached hereto.

"Stadium Footprint" shall mean the area within and including the exterior walls of the Stadium.

"Stadium Parking Areas" shall mean each of the following three parking areas as shown on Exhibit 5: (i) the parking area to the west of the Stadium and south of Central Avenue; (ii) the parking area to the west of the Stadium and north of Central Avenue; and (iii) the parking area to the east of the Stadium; provided that (A) if either or both of the parking areas referred to in clauses (i) and (ii) are either (x) treated as Sublease Property (as defined in the Playing and Use Agreement) or (y) no longer owned by the Council and not leased by the Club or the Team from the then owner, then such parking area or areas shall no longer be included in the definition of Stadium Parking Areas, and (B) if the parking area referred to in clause (iii) is no longer Team Acquired Property under the Playing and Use Agreement, then such parking area shall no longer be included in the definition of Stadium Parking Areas.

"Stadium Site" shall mean the premises subject to the Playing and Use Agreement on which the Stadium and the Appurtenant Areas are located.

"Stadium Site Green Spaces" shall mean the green space outside of the Stadium and within the Stadium Site other than green spaces within Stadium Parking Areas.

"Storm Water Management System" shall mean the comprehensive storm water management system that is part of the Infrastructure Elements on the Matrix within the Stadium Development Site but is intended to manage the storm water for the entire Snelling-Midway Development Site that is described in Part 1(A) – (Q) in the Matrix.

"Team" shall mean MUSC Holdings, LLC, a Minnesota limited liability company.

"Utilities" shall mean heat, water and sewer, gas, electricity, telephone, communications, and other utilities.

ARTICLE 4 -TERM

This Agreement shall commence as of the Commencement Date and continues until the Net Ground Lease dated April 1, 2016 is no longer in effect or the occupancy certification is revoked pursuant to Chapter 40.

ARTICLE 5 – [INTENTIONALLY OMITTED.]

ARTICLE 6 – OPERATION, MAINTENANCE AND REPLACEMENT OF STADIUM and APPURTENANT AREA INFRASTRUCTURE ELEMENTS

6.1 Purpose. The purpose of Article 6 is to specify the responsibilities of each Party for certain operations, maintenance, repair and/or replacement of the Infrastructure Elements within the Stadium Development Site as depicted in Exhibit 4 attached hereto, but outside of the Stadium Footprint.

6.2 General City Responsibilities.

(A). The City is responsible for the operation, maintenance, repair, and replacement (including Capital Improvements) for the sanitary sewer service, sewer, and water utilities to the Stadium Footprint where these utilities are connected to the Stadium and the storm water management system as provided in Sections 6.1(c) and 8.1(b) of the Playing and Use Agreement and to pay the costs of the same.

(B). The City is responsible for the Operation, Maintenance and/or Life Cycle replacement (including Capital Improvements) of the Infrastructure Elements set forth below and as contained in the Matrix and to pay the costs of the same unless a different Party is otherwise specified in the Matrix.

I. City Operated and Maintained Infrastructure Elements; Maintenance Responsibilities defined under the Matrix within Stadium Development Site Notwithstanding Whether the Infrastructure Elements May or May Not Be on The Stadium Development Site:

A. Storm Water Management System. The City is responsible for the Operations, Maintenance and Life Cycle replacement (including Capital Improvements) for the Storm Water Management System, including the following Infrastructure Elements, except as provided in (11) below and Section 6.4(I)(A) below. Reference is made to Parts 1A-Q on the Matrix and to Exhibit Diagrams 1A-G & O, 1I, 1J, 1K, 1L, and 1M to the Matrix.

1. Roof Tank A. This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. Reference is made to Part 1A on the Matrix and Exhibit Diagram 1A-G & O to the Matrix.
2. Field Tank B. This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. Reference is made to Part 1B on the Matrix and Exhibit Diagram 1A-G & O to the Matrix.
3. Overflow Tank C (and piping to and from tank). This is an Above Standard Design. City may contract for Operations and Maintenance. This Infrastructure Element is not connected with the storm sewer reclaim and recycle system but is part of the overall storm sewer system and therefore is part of the Storm Water Management System. City or City's Contracted Services provider shall notify Club before accessing area or as quickly as reasonably possible in the event of an emergency. Reference is made to Part 1C on the Matrix and Exhibit Diagram 1A-G & O to the Matrix.
4. Surge Tank D at Loading Dock (and piping to and from tank). This is an Above Standard Design. City may contract for Operations and Maintenance. This Infrastructure Element is not connected with the storm sewer reclaim and recycle system but is part of the overall storm sewer system and therefore is part of the Storm Water Management System. City or City's Contracted Services provider shall notify Club before accessing area or as quickly as reasonably possible in the event of an emergency. Reference is made to Part 1D on the Matrix and Exhibit Diagram 1A-G & O to the Matrix.
5. Pump Station in Loading Dock Area (for lower bowl and piping to and from pump). This is an Above Standard Design. City may contract for Operations and Maintenance. This Infrastructure Element is not connected with the storm sewer reclaim and recycle system but is part of the overall storm sewer system and therefore is part of the Storm Water Management System. City or City's Contracted Services provider shall notify Club before accessing area or as quickly as reasonably possible in the event of an emergency. Reference is made to Part 1E on the Matrix and Exhibit Diagram 1A-G & O to the Matrix.
6. Vault 200-Filtration System (and piping to and from vault). This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. This Infrastructure Element is on same skid as the UV System described in Section 6.2(B)(I)(A)(7) below. Reference is made to Part 1F on the Matrix and Exhibit Diagram 1A-G & O to the Matrix.
7. Vault 200-UV System (including piping to and from vault and including electrical supply). This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. This Infrastructure Element is on same skid as the Vault Filtration System described in Section 6.2(B)(I)(A)(6) above. Reference is made to Part 1G on the Matrix and Exhibit Diagram 1A-G & O to the Matrix.
8. Water Reuse Treatment System: Communication and Control Systems/Controllers: RMS, OptiRTC. This is an Above Standard Design. Part

of the Storm Water Management System. City may contract for Operations and Maintenance. Data and alarms shall be copied to Club's Director of Stadium Operations and Stadium General Manager as feasible (dependent upon the system installed). Club Stadium Manager (Justin Borrell on the date hereof) will be given prior notice of maintenance and inspection activities as feasible. Club staff (including the Stadium General Manager and such staff as he reasonably designates) will be trained on the system along with WD and Sewer Utility. Reference is made to Part 1H on the Matrix.

9. Water Reuse Collection Pipe System under Promenade and piping from other private roof connections. This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. Reference is made to Part 1I on the Matrix and Exhibit Diagram 1I to the Matrix.
10. Public Roadway Storm Sewer Drainage. Part of the Storm Water Management System. City may contract for Operations and Maintenance. Reference is made to Part 1J on the Matrix and Exhibit Diagram 1J to the Matrix.
11. Tree Trenches fed by Public Roadway Drainage System. This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. See Part 1K on the Matrix and Exhibit Diagram 1K to the Matrix. Exhibit 7 highlights in yellow the portions the tree trenches on Exhibit Diagram 1K that were initially not installed correctly but were subsequently repaired. If Life Cycle of this Infrastructure Element is shortened, then Club will share replacement cost on a pro rata basis for the extent to which the Life Cycle was shortened. For example, if normal Life Cycle is 15 years and was shortened to 10 years due to incorrect installation which was subsequently repaired, then Club pays one-third of the Extraordinary Maintenance to replace. Replacement is only made if tree removed and removal of tree is at option of Club and the Club pays the cost to remove the tree. Reference is made to Part 1K on the Matrix and Exhibit Diagram 1K to the Matrix, and to Exhibit 7 to this Agreement.
12. Public Boulevard (Public Right-of-way) Irrigation System (piping and sprinkler). This is an Above Standard Design. Part of the Storm Water Management System. The irrigation system on Exhibit Diagrams 1L and 15 to the Matrix is a continuous system that is both inside the public right-of-way and outside of the public right-of-way. So long as the Club desires to use the irrigation system, the Club, as provided in Section 6.3(B)(I)(G), is responsible for the Operation and Maintenance for the irrigation system inside of the public boulevards (public right-of-way) at no cost to the City, and the City and the Club will coordinate on any Life Cycle replacement (including Capital Expenditures) of the irrigation system with the City responsible for the portion of the irrigation system within the public right-of-way and the Club responsible for the portion of the irrigation system outside of the public right-of-way; provided that, in connection with such replacement, the Club shall contact Gopher State One Call to delineate underground electrical, gas and other utilities in the area to be affected by the replacement. When water is

supplied to the irrigation system by recycled stormwater, there is no cost to the Club. When water is required by the Club, but no recycled water is available, the Club is responsible for water supplied at standard rate as separately metered. Reference is made to Parts 1L and 15 on the Matrix and Exhibit Diagrams 1L and 15 to the Matrix.

13. Water Reuse Distribution System (including stubs to all private properties for their use). This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. Reference is made to Part 1M on the Matrix and Exhibit Diagram 1M to the Matrix.
14. Electrical System and Service to Storm Water System. This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. Meter for Great Lawn, meter for Tank D and stormwater system and 2 pump stations. The City pays the utilities costs. The City is also responsible for all above ground structures for the Storm Water Management System, but the Club may provide landscaping around all above ground meters and stations to screen these above ground Infrastructure Elements via permits. Reference is made to Part 1N on the Matrix.
15. Duplex Pump Station near Tank B (Structure 250 Field Tank in Great Lawn, Submersible). This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. The Club may provide landscaping around any above ground station to screen the above ground station via permits. Reference is made to Parts 1O, 1P and 1Q on the Matrix.
16. Duplex Pump Station within Structure 251 (high pressure submersibles pump from Tank A to treatment skid in Vault 200). This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. The Club may provide landscaping around any above ground station to screen the above ground station via permits. Reference is made to Part 1P on the Matrix.
17. Duplex Pump Station within Structure 251 (high pressure submersibles pump from Tank A to treatment skid in Vault 200). This is an Above Standard Design. Part of the Storm Water Management System. City may contract for Operations and Maintenance. The Club may provide landscaping around any above ground station to screen the above ground station via permits. Reference is made to Part 1Q on the Matrix.

B. Sanitary Sewer System. The City is responsible for the Operations, Maintenance and Life Cycle replacement (including Capital Improvements) of the sanitary sewer service within the Stadium Development Site and to the Stadium Footprint. The Club is responsible for the Operations, Maintenance and Life Cycle replacement (including Capital Improvements) of sanitary sewer system beginning at the Stadium Footprint and throughout the Stadium. Responsibility for the sanitary sewer system will change with respect to the Stadium Parking Areas when any such area is removed from the definition of Stadium Parking Areas for further development and at such point the Club shall not have any further responsibility with

respect to such areas. Reference is made to Part 2 on the Matrix and to Exhibit Diagram 2 to the Matrix.

C. Domestic Water Supply. The City, through the SPRWS, is responsible for Operations, Maintenance and Life Cycle replacement (including Capital Improvements) within the Stadium Development Site and to the Stadium Footprint and to the Great Lawn as shown in Exhibit Diagram 3 to the Matrix. The Club is responsible for Operations, Maintenance and Life Cycle replacement (including Capital Improvements) of the domestic water supply beginning at the Stadium Footprint and throughout the Stadium and within the Great Lawn. Responsibility for domestic water supply will change with respect to the Stadium Parking Areas when any such area is removed from the definition of Stadium Parking Areas for further developed and at such point the Club shall not have any further responsibility with respect to such areas. Reference is made to Part 3 on the Matrix and to Exhibit Diagram 3 to the Matrix.

D. City Streets. The City is responsible for Operations, Maintenance and Life Cycle replacement (including Capital Improvements) for the City streets within the Stadium Development Site. Reference is made to Parts 4 - 7 on the Matrix and to Exhibit Diagram 4 and 27 to the Matrix.

1. Pavements. For the following streets, pavements are "standard" City pavements: (1) Shields Avenue, (2) Spruce Tree Avenue, (3) Simpson Street, (4) Asbury Street, and (5) Central Avenue. No "permeable" pavement is permitted. The Club is responsible for any non-standard colored concrete along Shields Avenue north of the Stadium as provided in Section 6.3(B)(I)(Q) so long as Club elects to have the colored concrete used in that area.
2. Curb and Gutter. Curb and gutter are standard.
3. Street Pavement Markings. Messages and lines are standard.
4. Standard Traffic Control Signage for City Streets (Stop Signs, Street Parking Signage, Snow Emergency Signage, etc.). All signage is standard. All city streets are snow emergency routes and are either night or day plow routes. There will be no overnight parking (i.e., after 10 pm and before 6 am) and no metered parking; provided the City reserves the right to modify such parking arrangements but will reasonably consult with the Club prior to making any such change.

6.3 General Club Responsibilities.

(A). Pursuant to Section 6.1(a) of the Playing and Use Agreement, the Club will operate and manage the Stadium, the Appurtenant Areas, and the Stadium Site in accordance with the Playing and Use Agreement and will pay all non-transit costs and expenses related to the Stadium and the Appurtenant Areas. Pursuant to Section 6.1(b), the Club is responsible to maintain the Stadium and Appurtenant Areas in good condition, ordinary wear and tear excepted, and provide the Annual Maintenance Plan (as defined therein) to the City. Pursuant to Section 8.1 of the Playing and Use Agreement, the Club is responsible for performing and paying for all Capital Improvements for the Stadium, the Promenade, the Stadium Parking Areas, and the Stadium Site Green Spaces as provided in Article VIII of the Playing and Use Agreement.

Pursuant to Section 8.2 of the Playing and Use Agreement, the Club will provide the Annual Capital Improvements Plan (as defined therein) to the City and the Council.

(B). The Club is responsible for the Operation, Maintenance and/or Life Cycle replacement (including Capital Improvements) of the Infrastructure Elements set forth below and as contained in the Matrix and to pay the costs of the same unless a different Party is otherwise specified in the Matrix. In connection therewith and as a supplement to the Annual Maintenance Plan, the Club shall provide to the City annually the Annual Maintenance Plan Supplement setting forth the Club's plan for the Operation and Maintenance of the Infrastructure Elements set forth below. In connection therewith and as a supplement to the Capital Improvement Plan, the Club shall provide to the City and the Council annually the Capital Improvement Plan Supplement setting forth the planned Life Cycle replacement (including Capital Improvements) for the Infrastructure Elements set forth below.

I. Club Operated and Maintained Infrastructure Elements; Maintenance Responsibilities defined under the Matrix within the Stadium Development Site Notwithstanding Whether the Infrastructure May or May Not Be on the Stadium Development Site or Appurtenant Areas:

A. Above Standard Trees within Public Right-of-Way and Above Standard Trees outside of Public Right-of-Way (including Promenade). The Club is responsible for the Maintenance and replacement (including Capital Improvements) of trees that (i) are Above Standard Design and were installed by the Team pursuant to the Development Agreement within the public right-of-way within the Stadium Development Site in accordance with the Tree Maintenance Guide set forth in Exhibit 2 as may be revised from time to time by the mutual agreement of the City and the Club (the "Tree Maintenance Guide"), provided that the Club may elect to defer replacement of any such trees until the City replaces such trees in accordance with its policies, and (ii) are Above Standard Design and were installed by the Team pursuant to the Development Agreement outside of the public right-of-way within the Stadium Development Site, including the Promenade and the Stadium Green Spaces as the Club may reasonably determine after considering the Tree Maintenance Guide. Reference is made to Parts 8 and 30 on the Matrix and to Exhibit Diagram 8 and 30 to the Matrix.

B. Rain Gardens in and Parking Signs and Control Devices for Stadium Parking Areas. The Club is responsible for the Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the rain gardens in the two Stadium Parking Areas to the west of the Stadium, and the parking signs and parking control devices for the Stadium Parking Areas. Reference is made to Parts 9 and 10 on the Matrix and to Exhibit Diagram 9 to the Matrix.

C. Lighting Poles: Plantings, Hanging Baskets, Banners, etc. If the Club installs and provides the Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the light pole brackets on the lighting poles within the Stadium Development Site, the Club will control the plantings, hanging baskets, banners, and other permitted elements in accordance the applicable City requirements for such elements hung on to the light pole brackets. Any banners hung by the Club shall be considered accessory signage for the Club, the

Stadium and any Events and shall comply with applicable City code for accessory signage. If the Club is able to hang and remove the plantings, hanging baskets, banners, and other permitted elements without having to occupy the right-of-way, the Club shall not be required to comply with the permitting process of the City for such elements hung on light pole brackets that are not within the right-of-way. The Club must obtain permits from City prior to working in any street within public right-of-way to install, inspect, maintain, repair, remove or replace the brackets on the light poles or the plantings, hanging baskets, banners, and other permitted elements on the light poles within the public right-of-way. This can be accomplished through a programmatic approach. Reference is made to Part 11 on the Matrix and to Exhibit Diagram 19 and 31 to the Matrix.

D. Site Furnishings and Features (including Benches, Bollards, Bike Racks, Monuments, Tree Grates, etc.). The Club is responsible for the Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the site furnishings and features (including benches, bollards, bike racks, monuments, tree grates, etc.) placed by the Club within the right-of-way (other than in the streets) or in the Appurtenant Areas as the Club may determine from time to time. The Club must obtain permits from City prior to working in any public right-of-way to install, inspect, maintain, repair, remove or replace any site furnishings or features within the public right-of-way. This can be accomplished through a programmatic approach. Upon reasonable request by the City, the Club will facilitate access to equipment necessary to maintain public infrastructure. The City will have the right to move any such site furnishings or features for the City to access Infrastructure Elements below ground that the City is responsible for the Operation, Maintenance and Life Cycle replacement (including Capital Improvements); provided that the City will restore any site furnishings and features so disturbed. Reference is made to Part 12 on the Matrix and to Exhibit Diagram 12 to the Matrix.

E. Ornamental Fencing (adjacent to Stadium Parking Area to the East of the Stadium) and Living Walls (by the loading dock). The Club is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) for the ornamental fencing (adjacent to the Stadium Parking Area to the east of the Stadiums) and living walls (by the loading dock to the lower concourse level of the Stadium). The Club must obtain permits to do work in public right-of-way for the Infrastructure Elements. This can be accomplished through a programmatic approach. Reference is made to Part 13 on the Matrix and to Exhibit Diagram 13 to the Matrix.

F. Great Lawn and Pedestrian Walkway. The Parkland Agreement between the City and the Team dated February 1, 2018, attached hereto as Exhibit 6, and as may hereafter be amended, governs the Operations, Maintenance and Life Cycle replacement (including Capital Improvements) of the Great Lawn and Pedestrian Walkway. Litter removal, mowing, graffiti removal, noxious weed control, and snow removal from these areas is governed by the Maintenance Manual required under Section 3.2 of the Parkland Agreement. The Club is responsible for the Operations, Maintenance and Life Cycle replacement (including Capital Improvements) of the Great Lawn and Pedestrian Walkway. The Club must obtain permits to work in any public right-of-way prior to commencing work for the Great Lawn or Pedestrian Walkway if such work entails using any public right-of-way. This can be accomplished through

a programmatic approach. Reference is made to Part 14 on the Matrix and to Exhibit Diagram 14 to the Matrix

G. Irrigation System Inside and Outside of Boulevards (Public Right-of-Way). The irrigation system on Exhibit Diagrams 1L and 15 to the Matrix is a continuous system that is both inside the public right-of-way and outside of the public right-of-way. So long as the Club desires to use the irrigation system, (1) the Club is responsible for the Operation and Maintenance for the irrigation system both inside and outside of the public boulevards (public right-of-way), and (2) the City and the Club will coordinate on any Life Cycle replacement (including Capital Expenditures) of the irrigation system with the City is responsible for the portion of the irrigation system within the public right-of-way and the Club is responsible for the potion of the irrigation system outside of the public right-of-way. The Club must obtain permits to work on the irrigation system within any public right-of-way prior to commencing work for the irrigation systems outside of the boulevards (public right-of-way) if such work entails using any public right-of-way. This can be accomplished through a programmatic approach. When water is supplied to the irrigation system by recycled stormwater, there is no cost to the Club. When water is required by the Club but no recycled water is available, the Club is responsible for water supplied at standard rate as separately metered. Reference is made to Parts 1L and 15 on the Matrix and to Exhibit Diagrams 1L and 15 to the Matrix.

H. Retaining Walls Below Simpson Street. The Club is responsible for the Inspection, Maintenance and Life Cycle replacement (including Capital Improvements) for the retaining walls below Simpson Street. Reference is made to Part 16 on the Matrix and to Exhibit Diagram 16 and 20 to the Matrix

I. Retaining Wall in Southwest Corner of Stadium for Utilities. The Club is responsible for the Inspection, Maintenance and Life Cycle replacement (including Capital Improvements) for the retaining wall in the southwest corner of the Stadium. If the Club installs an improvement to protect the utilities in that corner and the Club is responsible for the Inspection, Maintenance and Life Cycle replacement (including Capital Improvements) for any such improvements. Reference is made to Part 17 on the Matrix.

J. Handrails (not associated with the bridge infrastructure) located at the South end of Stadium along the Promenade. The Club is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) for the handrails (not associated with the Bridge infrastructure) located at the south end of Stadium along the Promenade. The Club must obtain permits to work in any public right-of-way prior to commencing work. This can be accomplished through a programmatic approach. Reference is made to Part 18 on the Matrix and to Exhibit Diagram 18 to the Matrix.

K. Light Fixtures Outside of Public Right-of-Way. The Club is responsible for the Inspection, Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the light fixtures outside of the public right-of-way and Club may modify the design or change the features of these light fixtures. The Club must obtain permits to work in any public right-of-way prior to commencing work for such light fixtures if such work entails

using any public right-of-way. This can be accomplished through a programmatic approach. Reference is made to Part 19 on the Matrix and to Exhibit Diagram 19 and 31 to the Matrix.

L. Driveway to Loading Dock. The Club is responsible for the Inspection, Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the driveway to the loading dock. Reference is made to Part 20 on the Matrix.

M. Landscaping Within Public Right-of-Way. The Club is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) for the landscaping in the public right-of-way within the Stadium Development Site. The Club must pursue permits to work on or to modify the landscaping within the right-of-way within the Stadium Development Site. This can be accomplished on a programmatic approach. Reference is made to Part 23 on the Matrix and to Exhibit Diagram 23 to the Matrix.

N. Stadium Site Green Spaces (SW Corner and SE Corner). The Club is responsible for the Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the Stadium Site Green Spaces located in the southwest and southeast corners of the Stadium Site. Reference is made to Part 24 on the Matrix and to Exhibit Diagram 24 to the Matrix which refer to the Stadium Site Green Spaces as Midway Green Spaces. The Club must pursue a permit to modify any features in the portion of the Stadium Site Green Spaces within the public right-of-way. This can be accomplished on a programmatic approach.

O. Promenade (Sidewalks Abutting Stadium including drainage/trench drain). The Club is responsible for the Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the Promenade. Snow removal will not be required from entire Promenade so long as ADA access requirements are met. Snow removal not required during seasonal closure of Stadium provided no public access is required. The Club must obtain permits to work in any public right-of-way prior to commencing work on the Promenade if such work entails using any public right-of-way. This can be accomplished through a programmatic approach. Reference is made to Part 25 on the Matrix and to Exhibit Diagram 25 to the Matrix.

P. Off Street Parking Areas (Pavement, Curb and Gutter, Drainage, Pavement Markings, Signage, Landscaping, etc.). The Club is responsible for the Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for any off-street parking areas (pavement, curb and gutter, drainage, lighting, pavement markings, signage, landscaping, etc.) within the Snelling-Midway Redevelopment Site but outside of the Stadium Development Site while such parking area is used by the Club for parking for Events. As of the date hereof there is only one off-street parking area outside of the Stadium Development Site to the north of the Great Lawn as shown on Exhibit Diagram 26. The other three parking areas shown on Exhibit Diagram 26 are Stadium Site Parking Areas. Reference is made to Part 26 on the Matrix and to Exhibit Diagram 26 to the Matrix.

Q. Non-Standard Street Pavement - Shields North of Stadium - Colored Concrete. The Club is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) for the non-standard street pavement on Shields Avenue north of the Stadium which is colored concrete so long as the Club elects to continue to use colored concrete

as such street pavement. The Club must obtain permits to work in any public right-of-way on the colored concrete street pavement. The Club may, at its option, discontinue the non-standard street pavement. In that event, the Club must then install and pay for standard street pavement as approved by the City, in which case this standard street pavement will be the responsibility of the City pursuant to Section 6.2(B)(I)(D)(1). Reference is made to Part 27 on the Matrix and to Exhibit Diagram 4 and 27 to the Matrix.

R. Retaining Wall along Simpson North of Central. The Club is responsible for the Inspection, Maintenance and Life Cycle replacement (including Capital Improvements) for the retaining wall within the Simpson Street right-of-way north of Central Avenue. The Club must obtain permits to work in the public right-of-way prior to commencing work on the retaining wall. This can be accomplished through a programmatic approach. Reference is made to Part 28 on the Matrix and to Exhibit Diagram 28 to the Matrix.

6.4 Joint City and Club Responsibilities. As provided in the Matrix, the Club and the City are jointly responsible to perform certain Inspections, Operations, Maintenance and Life Cycle replacement (including Capital Improvements) for certain Infrastructure Elements as follows:

I. Joint City/Club Operated and Maintained Infrastructure Elements under the Matrix Notwithstanding Whether the Infrastructure May or May Not Be on The Stadium Development Site:

A. Storm Water Management System: Piping from Stadium roof to catch basin/grate at the Stadium base is part of the storm water management system and is owned by the City. The Club is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) of the piping from the roof to the catch basin/grate at the Stadium Base. The Club is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) of the catch basin/grate at the Stadium base and any Life Cycle replacement (including Capital Improvements) for the piping from the Stadium roof to the catch basin/grate at the Stadium base. Reference is made to Part 22 on the Matrix.

B. Sidewalks in public right-of-way (other than Promenade) within Stadium Development Site if the Club is lessee or owner of adjacent property. For a period of one year from the Commencement Date (the "Sidewalk Warranty Period"), the Club is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) for the sidewalks installed as public infrastructure by the Team under the Development Agreement within the Stadium Development Site. For sidewalks existing prior to the construction of the Stadium, the Club is obligated to comply with orders and the City is responsible for the Maintenance of Life Cycle (including Capital Expenditures) for such existing sidewalks, but Club is responsible for complying with City ordinances, including snow and ice removal Site if the Team or the Club is the lessee or owner of the adjacent property. After expiration of the Sidewalk Warranty Period, the City is responsible for the Maintenance and Life Cycle replacement (including Capital Improvements) for the sidewalks installed as public infrastructure by the Team under the Development Agreement within the Stadium Development Site. The provisions of this Section 6.4(I)(B) do not apply to the Promenade that is covered in Section

6.3(B)(I)(O) above. Reference is made to Part 29 on the Matrix and to Exhibit Diagram 29 to the Matrix.

C. Street Lighting within the Right-of-way. The City is responsible for the Operation, Maintenance and Life Cycle replacement (including Capital Improvements) for the street lighting within the public right-of-way within the Stadium Development Site. Reference is made to Part 31 on the Matrix and to Exhibit Diagram 19 and 31 to the Matrix. The street lighting within the public right-of-way in the Stadium Development Site is Above Standard Design. A Special Lighting District may be established for the entire Snelling-Midway Redevelopment Site that includes the Stadium Development Site and will be applicable to the street lighting within the public right-of-way within the Snelling-Midway Redevelopment Site. If a Special Lighting District is established, electricity usage within this District will be separately metered and paid by the City but reimbursed to the City through charges assessed to the adjacent property owners in accordance with standard City policies. Maintenance and Life Cycle replacement (including Capital Improvements) of the lighting elements (streetlights, light poles, and light globes) for street lighting within the public right-of-way in the Special Lighting District will be the responsibility of the City but reimbursed to the City through charges assessed to the adjacent property owners in accordance with standard City policies. Since the street lights, light poles and light globes are not City standard and the Club uses the same Above Standard Design lighting components for the street and walkway lighting that is outside of the public right-of-way within the Stadium Site Development, the Club agrees to use reasonable efforts, or to cause its lighting contractor use reasonable efforts, to maintain an adequate inventory of the street lights, light poles and light globes for the normal maintenance, repair and replacement of these non-standard lighting elements in the Special Lighting District. The City will have reasonable access to this inventory to perform its responsibilities but will reimburse the Club the cost of these elements used by the City. Reimbursement will be within 30-days of invoice by the Club to the City. The City acknowledges that the inventory of lighting elements is not likely to be sufficient if there is a major force majeure event affecting the Special Lighting District in which case these lighting elements will need to be ordered from the supplier and delivery could be on an extended schedule depending on availability from the supplier. Should a major force majeure event occur, the City will supply for public safety purposes adequate standard-lighting the electricity costs of which will be paid for by the benefitting property owners until such time as the Above Standard Design lighting is reinstalled and fully functioning. Pending establishment of the Special Lighting District, the Club will pay the separately metered electricity charges for the street lighting within the public right-of-way adjacent to the Stadium Site and Great Lawn and provide the City reasonable access to the inventory of the Above Standard Design streetlights, light poles and light globes used for such lighting that the Club or its lighting contractor maintains to enable the City to perform its responsibilities under this Section.

II. <u>Simpson Street Bridge:</u> The Simpson Street Bridge is shown on Exhibit Diagram 21 to the Matrix.

A. Bridge Structure Elements Including Concrete Barrier. This is a Non-Standard bridge designed by Team hired firm. This bridge design was reviewed by the City. As a part of the City's road system, the City shall be responsible for Inspections, Operation,

Maintenance and Life Cycle replacement (including Capital Improvements) of the Bridge, including but not limited to regular inspection, crack sealing, flushing, sweeping, joint maintenance, painting, anti-icing, and snowplowing on a standard basis; provided that if there is premature failure of the bridge or a significant bridge element other than due to natural causes, the City and the Club will equally share the cost to repair or replace the bridge or the significant bridge element as may be the most cost efficient manner to address such premature failure. In the event of such a premature failure, the City and the Club will reasonably cooperate to determine the cause of the failure. If the premature failure is reasonably determined to relate to the design or construction of the bridge or any significant bridge element, the Club will have the right to assert claims for such failure against the responsible party to recover the cost to repair or replace the bridge or significant bridge element. In the event the Club seeks such recovery and obtains a monetary recovery, the amount recovered shall first be applied to reimburse the Club for the legal fees and other expenses incurred to pursue such recovery and the balance of such recovery shall be shared equally between the Club and the City to reimburse each for the costs incurred to repair or replace the bridge or the significant bridge element so long as the City and the Club equally share the cost to repair or replace the bridge or the significant bridge element. The City shall always have access rights to all parts of the bridge and related bridge infrastructure for inspection and maintenance activities; provided that the City shall use reasonable efforts to give the Club advance notice of such inspections and maintenance activities and to schedule such inspection and maintenance activities so as not to unreasonably interfere with or disrupt any Events at the Stadium. Reference is made to Part 21A of the Matrix and to Exhibit Diagram 21 to the Matrix.

B. Light Fixtures on Bridge. The light fixtures on the bridge are owned by the City. The provisions of Section 6.4(I)(C) shall apply to the light fixtures on the bridge. Reference is made to Part 21B of the Matrix. Reference is made to Exhibit Diagram 19 and 31 to the Matrix.

C. Bridge Railings and Perforated Screen. The City is responsible for the Inspection, Maintenance of the bridge railings and perforated screen above the railing, except that the Club is responsible for removing debris and graffiti from the perforated screen. The Club will reimburse the City for its costs to perform Maintenance on the bridge railing and perforated screen to the extent that cost is above the City's standard cost to provide normal Maintenance on bridge railings and screens for bridges in the City. If the perforated screen fails prior to the expected Life Cycle of the screen, the City will replace the screen with standard bridge fence unless, the Club requests an equivalent perforated screen that exceeds the City's standard bridge fence, then the Club will pay 100% of the replacement cost of the equivalent perforated screen. The City will replace the screen with an equivalent perforated screen at the end of its Life Cycle. Reference is made to Parts 21C and 21D of the Matrix.

ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

7.1 By the Team. The Team hereby represent and warrant that, as of the Effective Date of this Agreement:

(a) Organization. The Team is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Minnesota.

(b) Authorization, Validity and Enforceability. The Team has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the Team of its obligations under this Agreement have been duly authorized and approved by all necessary Team action. This Agreement, when executed, shall constitute the valid and legally binding obligation of the Team enforceable against it in accordance with its terms.

(c) No Conflicts. The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected, nor shall the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

7.2 By the Club. The Club hereby represent and warrant that, as of the Effective Date of this Agreement:

(a) Organization. The Club is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Minnesota and is a member of Major League Soccer, LLC.

(b) Authorization, Validity and Enforceability. The Club has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the Club of its obligations under this Agreement have been duly authorized and approved by all necessary Club action. This Agreement, when executed, shall constitute the valid and legally binding obligation of the Club enforceable against it in accordance with its terms.

(c) No Conflicts. The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Club is a party or by which the Club or its assets may be bound or affected, including the operating agreement, rules and regulations of the League, nor shall the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any agreement or instrument to which the Club is a party or by which the Club or its assets may be bound or affected.

7.3 By the City. The City hereby represents and warrants that, as of the Effective Date of this Agreement:

(a) Authorization, Validity and Enforceability. The City has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the City of this Agreement has been duly authorized and approved by all necessary City action. This Agreement, when executed,

shall constitute the valid and legally binding obligation of the City, enforceable against it in accordance with its terms.

(b) No Conflicts. The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, charters, instruments, contracts, judgments or decrees to which the City is a party, or by which the City or its assets may be bound or affected.

ARTICLE 8 – MISCELLANEOUS OTHER PROVISIONS

8.1 Employees. All employees of each Party and all persons engaged by each Party in the performance of any work or services required or provided for herein to be performed by each Party shall not be considered employees of any other Party and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota 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 on the part of said employees while so engaged, on any work or services provided to be rendered herein, shall in no way be the obligation or responsibility of any other Party.

8.2 Applicable Provisions of Law. The Parties agree to comply with applicable provisions of Minnesota state law, federal law, and any applicable local ordinances which shall be considered a part of this Agreement as though fully set forth herein.

8.3 Entire Agreement. It is understood and agreed that the entirety of this Agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement; provided, however, that nothing in this Agreement shall be deemed to supersede or modify the terms of the Development Agreement, Use Agreement or Parkland Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.

8.4 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the Parties. One or more waivers by said Part of any provision, term, condition, or covenant shall not be construed by the other Parties as a waiver of a subsequent breach of the same by other Parties.

8.5 Governing Law. This Agreement is entered into in and under the laws of the State of Minnesota and shall be interpreted in accordance therewith.

8.6 Liability. Subject to statutory and caselaw limitations, 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 parties and the result thereof.

Should any Party contract for the services required to be performed by such Party under this Agreement, then such Party shall require the following of its contractor(s) providing the Contracted Services:

> The Contractor shall save and protect, hold harmless, indemnify, and defend non-contracting parties, be they the Council, the Team, the Club or the City (for the purposes of this section, "Indemnitees") and their respective members, agents, and employees against any and all claims, expenses (including, but not limited to, legal expense paid or incurred to enforce the provisions of this Section), losses, damages, or lawsuits for damage or injury that are alleged to arise out of, result from, or attributable to, whether in whole or in part, to the Contractor's Work, including acts or omissions of its employees, subcontractors, representatives, or agents, or anyone else for whom Contractor may be liable.
>
> Contractor shall, and shall require its insurers to, waive any right of subrogation that may exist against Indemnitees.

8.7 **Notices.** Any notice or demand, which may or must be given or made by a Party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent certified mail or delivered in person to the Parties as follows:

To the City:	City of Saint Paul Public Works Operations Engineer 891 North Dale Street Saint Paul, MN 55103
	City of Saint Paul Office of Financial Services Room 700 Ramsey County Courthouse 15 West Kellogg Boulevard Saint Paul, MN 55103
With a copy to:	Office of the City Attorney City Hall, Room 400 15 West Kellogg Boulevard Saint Paul, MN Attn: Public Works Attorney
To the Team or the Club:	Chief Operating Officer 4150 Olson Memorial Highway, Suite 300 Golden Valley, MN 55422
To the Council:	Metropolitan Council 390 Robert Street North St. Paul, MN 55101

Attention: Regional Administrator

With a copy to:

Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Attn: Office of General Counsel

8.8 Contract Administration. To coordinate the activities of the Parties as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the Parties:

City of Saint Paul:

City of Saint Paul
Office of Financial Services
Room 700 Ramsey County Courthouse
15 West Kellogg Boulevard
Saint Paul, MN 55103

Public Works Operations Engineer
891 North Dale Street
Saint Paul, MN 55103

Metropolitan Council

Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Attn: Contract Administration

Director of Engineering and Facilities
Metro Transit
560 6th Ave N
Minneapolis, MN 55411

Chief Operating Officer
Metro Transit
560 6th Ave N
Minneapolis, MN 55411

Team and Club:

Chief Operating Officer
4150 Olson Memorial Highway, Suite 300
Golden Valley, MN 55422

8.9 Availability of Financial Records. The Parties agree that each Party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of the other Party hereto and involve transactions relating to this Agreement. The Parties shall retain such documents for a minimum of six years from the last date they were effective or applicable to operation of the Stadium (whichever is last) or any part thereof.

8.10 Data Privacy. The Parties agree to abide by all applicable state and federal laws and regulations and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations.

8.11 Recitals. The Recitals are incorporated into and made part of this Agreement.

8.12 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which shall constitute one and the same instrument. An electronic signature or a signature transmitted by electronic means is deemed valid and effective as an original signature.

8.13 Assignment. Except as provided in the next two sentences, this Agreement may not be assigned by any Party without the other Parties express written consent, such consent not to be unreasonably withheld. The Club and the Team may assign or transfer this Agreement or any of its interests or obligations hereunder only to such Persons and in the manner permitted in Section 5.2 of the Playing and Use Agreement. In addition, the Club and the Team may assign or this Agreement to the League (or its designee) in connection with the exercise of the League's rights under Section 16.24 of the Playing and Use Agreement. Any permitted assignee of the Club shall assume all of the obligations of the Club hereunder pursuant to an Assignment and Assumption Agreement in form and substance reasonably acceptable to the City and the Council. The City shall deliver to the Authority and the Council a copy of the fully executed Assignment and Assumption Agreement.

8.14 Dispute Resolution. In the event of a dispute arising under this Agreement, the Parties agree to attempt to resolve the dispute through negotiation prior to commencing litigation or pursuing any remedy available to them. Specifically, in the event of a dispute under this Agreement, prior to commencing litigation or pursuing any other remedy, a Party shall give the other Parties notice of the dispute and for a period of thirty (30) days after notice is given, the Parties shall exchange all information relevant to the issues identified in the notice and shall use good faith efforts to attempt to resolve the dispute through negotiation. Such good faith efforts shall include, at a minimum, two (2) meetings in person of the Parties' authorized

representatives, the first such meeting to be held in Saint Paul, Minnesota, at a place and time designated by the City, reasonably convenient to the Parties, and the second such meeting to be held in Saint Paul, Minnesota, at a place and time designated by the Council, reasonably convenient to the Parties. If, after having met twice as described above, the Parties are unable to resolve the dispute, then any Party may pursue any remedy under this Agreement or available at law or in equity.

8.15 Cooperation. The Parties agree to meet and confer periodically, but not less than annually, to discuss operations and maintenance issues and to explore opportunities to coordinate their activities and their respective operations to realize efficiencies, economies of scale, or to otherwise improve their respective uses, including, by way of example, the sharing of services or the reallocation of responsibilities based on actual usage and the relocation or realignment of certain improvements.

8.16 Choice of law: Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. The Parties agree that all disputes shall be venued in and consent to personal jurisdiction in Ramsey County, Minnesota.

ARTICLE 9 – LIMITED JOINDER BY COUNCIL

9.1 The Council is a party to this Agreement solely for the following purposes:

(a) The Council confirms that this Agreement satisfies the obligations the City, the Team and the Club under Section 6(b) of the NGL; provided, that if at any time (i) Transit Components or Transit Facilities (both as defined in the NGL) are located on the Property in accordance with the NGL, or (ii) the City, the Team or the Club extend their use of the Property to the public right-of-way where the Council operates Transit Components or Transit Facilities, the Council may require an amendment to this Agreement or execution of another Operations and Maintenance Agreement in accordance with Section 6(b) of the NGL and in such event the City, the Team and the Club agree to amend this Agreement or execute another Operations and Maintenance Agreement, as the case may be, in accordance with Section 6(b) of the NGL.

(b) The City, the Team and the Club shall provide reasonable prior written notice to the Council of any plan to extend their use of the Property to the public right-of-way where the Council operates Transit Components or Transit Facilities.

(c) The Council acknowledges and agrees that there are currently no Transit Components or Transit Facilities located on the Property other than within the public right-of-way where the Council operates.

(d) The City, the Team and the Club hereby acknowledge and agree that the Council has no obligations under this Agreement or otherwise with respect to the maintenance of the Property subject to the NGL.

(e) The City, the Team and the Club shall schedule their maintenance and repairs within the public right-of-way so as not to interfere with or disrupt the Council's operation of the Transit Components or Transit Facilities located thereon.

(f) In furtherance of the Council's Transit Goals, as defined in the NGL ,and pursuant to the Section 6, Section 13 and Exhibits B, C, and D of the NGL, when the Council conducts transit design review regarding changes in use, alterations, additions or improvements of the Property, the Council will review such plans as provided in Exhibit D of the NGL.

(g) The parties acknowledge that the City has approved the Club's Life Safety Evaluation and Emergency Management Plan dated February 2, 2019 regarding Allianz Field and the Parties with the assistance of SRF Consulting Group developed the Transportation Management Plan dated March 22, 2019 regarding transportation considerations outside of Allianz Field for game day events. The Parties will reasonably consider any request by another party for reasonable modifications of either plan as such requesting party may reasonably propose.

(h) Nothing set forth in this Agreement shall be construed to negate the provisions of the NGL.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates indicated.

MUSC HOLDINGS, LLC

By: Gretchen Korf
Gretchen Korf
Executive Vice President,
Chief Administrative Officer &
Chief Financial Officer

Date: 9/9/2024

MINNESOTA UNITED SOCCER CLUB, LLC

By: Gretchen Korf
Gretchen Korf
Executive Vice President,
Chief Administrative Officer &
Chief Financial Officer

Date: 9/9/2024

CITY OF SAINT PAUL

By: _____
Title: Mayor
Date: _____

By: _____
Title: Director, Office of Financial Services
Date: _____

Approved as to form:

By: _____
Title: City Attorney
Date: _____

METROPOLITAN COUNCIL
(for the limited purpose of Article 9)

By: _____

Title: Interim Regional Administrator

Date: 2/1/2024

INDEX TO EXHIBITS

Exhibit 1	Legal Description of the Property
Exhibit 2	Tree Maintenance Guide
Exhibit 3	Snelling Midway Infrastructure Elements – Operations, Maintenance, and Replacement Responsibilities Matrix executed by the City and the Club and the Exhibit Diagrams referenced to Parts of Matrix
Exhibit 4	Stadium Development Site
Exhibit 5	Stadium Parking Areas
Exhibit 6	Parkland Agreement dated February 1, 2018, between the City and the Team
Exhibit 7	Portion of Tree Trenches Initially Installed Incorrectly

Exhibit 1

Legal Description of the Property

That part of the west half of the Southwest Quarter of Section Thirty-four (34), Township Twenty-nine (29), North, Range Twenty-three (23) West of the Fourth Principal Meridian, described as follows: Starting at a point on the easterly line of Snelling Avenue which is Seven Hundred Three and Forty-six one hundredths (703.46) feet south of the south line of University Avenue; thence north on the east line of Snelling Ave. Six and eight hundredths (6.08) feet to the point of beginning; thence easterly at an included angle of ninety (90) degrees and one (1) minute to the point of intersection with a line Eight Hundred Twenty and Thirty-five one hundredths (820.35) feet east of and parallel to the east line of Snelling Avenue; thence southerly along said last described line to its intersection with the north line of St. Anthony Avenue; thence northwesterly along the north line of St. Anthony Avenue to its intersection with the east line of Snelling Avenue; thence north on the east line of Snelling Avenue Five Hundred Twenty-five and Twenty-one hundredths (525.21) feet to the point of beginning.

Except that part which lies southerly of a line run parallel with and distant 27 feet northerly of the following described line:

> **Beginning at a point on the west line of said section 34, distant 1309.06 feet south of the west quarter corner thereof; thence run easterly at an angle of 89° 39' 32" with said west section line (measured from north to east) for 617.08 feet; thence deflect to the left on a 2° 00' curve (delta angle 2° 34' 13") for 128.51 feet; thence on tangent to said curve for 200 feet and there terminating;**

And except a triangular piece adjoining and northerly of the above described strip and southwesterly of the following described line: Beginning at a point on the northerly boundary of the above-described strip, distant 50 feet easterly of its intersection with the east line of Snelling Avenue; thence run northwesterly to a point on the east line of said Snelling Avenue, distant 50 feet northerly of said intersection;

according to the United States Government Survey thereof, Ramsey County, Minnesota.

(Abstract Property)

Exhibit 2

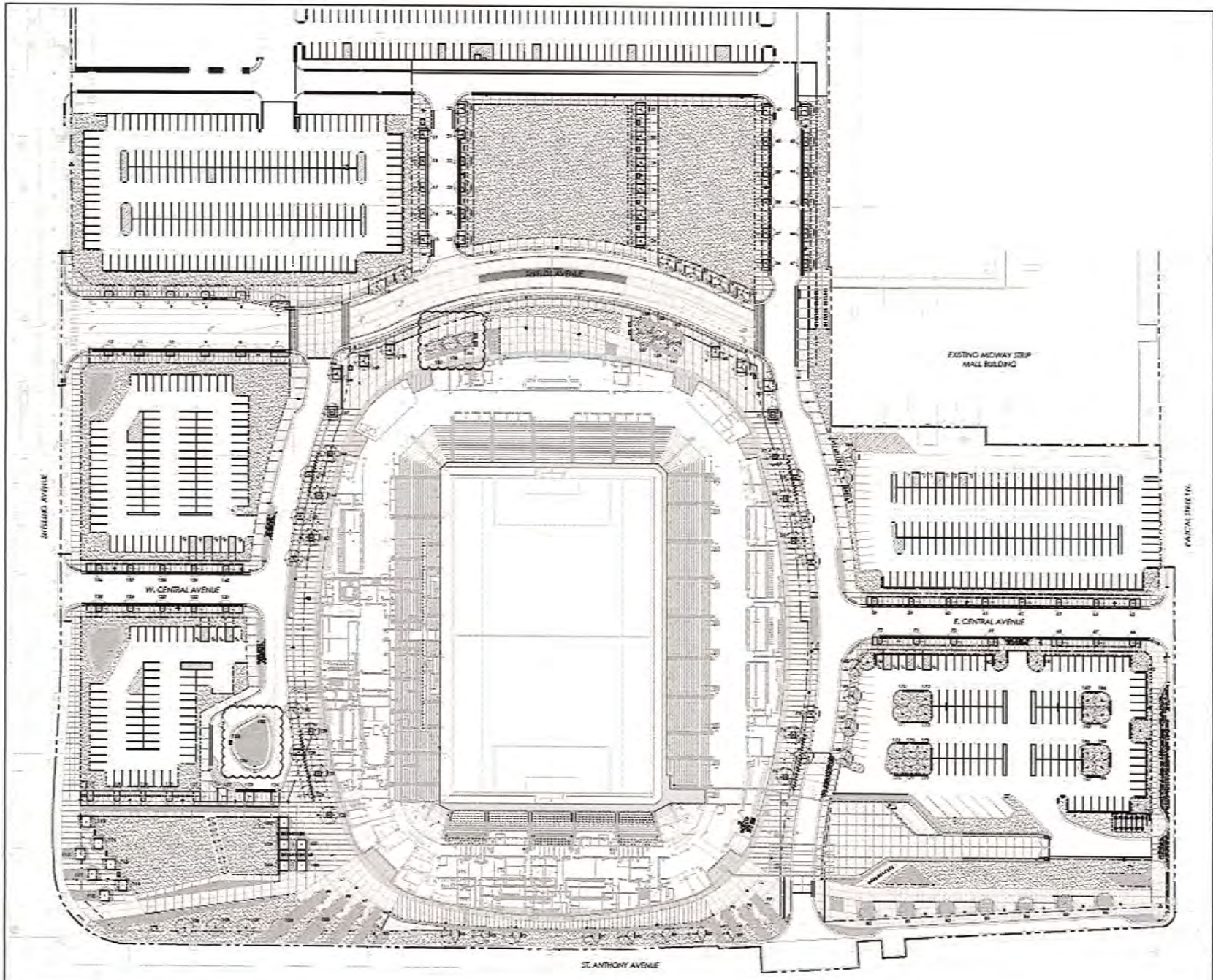
Tree Maintenance Guide

All trees installed by the Team within the public right-of-way within the Stadium Development Site, the planting and Maintenance of which are made the Club's responsibility under Sec. 6.3.I.A , require an approved Forestry Permit. The Club and the City's Forestry division will meet annually to review the Club's plans for tree planting and Maintenance for that year, after which the Forestry division will annually grant a permit for the agreed upon work. Removal of trees subject to Sec. 6.3. I. by the Club due to disease, decline, or death may need to be addressed with more frequency but will still require a permit approved by the Forestry division.

Tree planting and Maintenance is understood to include:

- Pruning:
  - Pruning is completed to develop tree structure, provide clear sight lines and clearance for pedestrian and vehicular traffic, and to remove damaged or dead wood from the canopy.
- Removal of diseased, declining, or dead trees:
  - The Club will consult with the City regarding the removal of diseased, declining, and dead trees. The final removal determination will be made by the City, and the Club will make the removal in accordance with this Guide following the consultation; provided that, after such consultation if the City does not require removal, the Club may elect to remove a diseased, declining, or dead tree if the Club replaces the tree with another tree in accordance with this Guide.
- Stump removal:
  - Stumps are to be ground to a standard depth of 8" below grade following removal of a tree. Stump removal in structural soil beds is typically completed at the time of replanting and to a depth to allow planting of the tree.
- Planting:
  - Tree planting in the public right-of- way is to meet established standards and specifications including the ANSI A300 Part 6-Planting and Transplanting, the American Standard for Nursery Stock, and the tree details provided in Exhibit Diagrams 8 and 30.
  - Tree types identified in the approved stadium landscape plan [WAS THERE SUCH A PLAN. Nothing in the Populous Exhibit Diagrams describes tree species] will be approved for replanting. Substitution of tree types proposed by the Club will be reviewed through the annual Forestry permit review process.
  - Replacement tree planting includes the removal and replacement of surface pavements, tree grates, or other materials around the tree.
- Maintenance of surface materials around the trees:
  - Tree grates, pavers, mulch, or other surface materials are to be maintained around the trees including the expansion of openings to allow for trunk growth.
- General Maintenance including the cleanup of downed limbs and other tree debris.
- Response to and maintenance of storm damaged trees.
- Irrigation is reviewed and permitted by the department of Public Works.

Pursuant to Legislative Code Chapter 362, all pruning, removal, and other Maintenance work for all trees Stadium Development Site must be completed by a licensed tree care company and all such work must follow the ANSI A300 standards and the most recent City of Saint Paul Street and Park Tree Master Plan.



1 TREE COORDINATE PLAN

POPULOUS

MINNESOTA MLS STADIUM
SAINT PAUL, MINNESOTA

BID PACKAGE #4 - CONSTRUCTION DOCUMENTS

JUNE 30, 2017

REVISIONS

NO.	DATE	DESCRIPTION
1	07.28.17	ADDENDUM 1
2	08.04.17	ADDENDUM 2
3	07.28.17	ADDENDUM 3

TREE COORDINATE IDENTIFICATION PLAN

L1.04

POPULOUS

MINNESOTA MLS STADIUM

SAINT PAUL, MINNESOTA

BID PACKAGE #4 - CONSTRUCTION DOCUMENTS

JUNE 30, 2017

REVISIONS

TREE COORDINATE TABLES

L1.05

Exhibit 3

Snelling-Midway Infrastructure Elements Matrix - Inspection, Operation, Maintenance, and Replacement Responsibilities

BABF -6-12-2020

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to **Perform Routine** Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation **Funding Responsibility** (Funding Source)	Entity Responsible to **Perform Extraordinary** Maintenance	Extraordinary Maintenance **Funding Responsibility (Funding** Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
1	**Storm Sewer**									
A	*Roof Tank A*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5.	1A-G and O
B	*Field Tank B*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5.	1A-G and O
C	*Overflow Tank C (and piping to and from tank)*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5, Note 6	1A-G and O
D	*Surge Tank D at Loading Dock (and piping to and from tank)*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5, Note 6. City staff or contracted services provider shall notify team operations manager before accessing area or as quickly as possible if in an emergency	1A-G and O

Snelling-Midway Infrastructure Elements Matrix - Inspection, Operation, Maintenance, and Replacement Responsibilities

BABF -6-12-2020

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to **Perform Routine** Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation **Funding Responsibility** (Funding Source)	Entity Responsible to **Perform Extraordinary** Maintenance	Extraordinary Maintenance **Funding Responsibility (Funding** Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
1	**Storm Sewer**									
A	*Roof Tank A*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5.	1A-G and O
B	*Field Tank B*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5.	1A-G and O
C	*Overflow Tank C (and piping to and from tank)*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5, Note 6	1A-G and O
D	*Surge Tank D at Loading Dock (and piping to and from tank)*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5, Note 6. City staff or contracted services provider shall notify team operations manager before accessing area or as quickly as possible if in an emergency	1A-G and O

Reference Line	*Infrastructure Element*	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
E	*Pump Station in Loading Dock Area (For Lower Bowl) (and piping to and from pump)*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5, Note 6City staff or contracted services provider shall notify team operations manager before accessing area or as quickly as possible if in an emergency	1A-G and O
F	*Vault 200-Water Reuse Treatment System: Filtration System and Piping To and From Vault (includes Treatment Skid provided by RMS, Ozone System, Recirculating System & Forcemain, Sump Pump, , Lights, Alarms, Vents, Heating and Dehumidifying Devices, and power supply)*	City - PW - Sewer Utility	City - PW - Sewer Utility - to be accomplished under agreement by CRWD	Regular inspection, preventive/routine maintenance, reactive maintenance, system integration and operation, annual start up and shut down	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5. This infrastructure on same skid as the UV System	1A-G and O

Reference Line	*Infrastructure Element*	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
G	*Vault 200-Water Reuse Treatment System: UV System and Piping To and From Vault (including electrical supply)*	City - PW - Sewer Utility	City - PW - Sewer Utility - to be accomplished under agreement by CRWD	Regular inspection, preventive/routine maintenance, reactive maintenance, system integration and operation, annual start up and shut down	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5. This infrastructure on same skid as the Filtration System	1A-G and O
H	*Water Reuse Treatment System - Communication and Control System/Controllers: Opti System, RMS-200 Control System, Lights, Alarms*	City - PW - Sewer Utility	City - PW - Sewer Utility - to be accomplished under agreement by CRWD	Communicate data and alarms to PW SCADA. Software support (necessary after 5 years)	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5.Data and alarms shall be copied to MN United's Director of Stadium Operations and Stadium General Manager as feasible (dependent upon the system installed). MN United (Justin) will be given prior notice of maintenance and inspection activities as feasible. MN United staff (Justin) will need to be trained on the system along with WD and Sewer Utility.	NA

Reference Line	*Infrastructure Element*	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
I	*Water Reuse Collection Pipe System under Promenade and Piping from Other Private Roof Connections*	City - PW - Sewer Utility	City - PW - Sewer Utility		Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4	1I
J	*Public Roadway Storm Sewer Drainage*	City - PW - Sewer Utility	City - PW - Sewer Utility	Regular inspection, preventive/routine maintenance, reactive maintenance	City - PW - Sewer Utility	City - PW - Sewer Utility	City - PW - Sewer Utility	City - PW - Sewer Utility		1J
K	*Tree Trenches fed by Public Roadway Drainage System*	City - PW - Sewer Utility	City - PW - Sewer Utility	Oversight of restoration work resulting from permit work or boulevard repairs	Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	NA - Cannot be replaced with trees in place. If trees removed, then replacement could be funded through GIF	Note 4, Note 5.Utility work in the area needs to rigorously follow the detail necessary to keep tree trenches functional. GIF District necessary since above standard designs being deployed. Exhibit to show construction changes (incorrect installation) which may result in shortened life cycle. MN United to have replacement participation responsibilities if life cycle shortened due to incorrect installation. City to perform GSOC responsibilities.	1K

Reference Line	*Infrastructure Element*	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
L	*Public Boulevard (Right-of-Way) Irrigation System (piping, spray irrigation, and drip irrigation materials)*	City - PW - Sewer Utility	MN United	Seasonal maintenance including winterization, repairs, monitoring during permit work or boulevard repairs	MN United	MN United	MN United	City - PW - Sewer Utility & MN United Coordinate Efforts	Above Standard Design. Operated with Line 15.When water is supplied by recycled stormwater, no cost to MN United. When water required when no recycled water is available, MN United responsible for water supply at standard rate - to be separately metered. MN United must pursue permits to do work in public right-of-way to install, inspect, maintain, repair, remove, replace, etc. This can be a programmatic approach. MN United to perform GSOC responsibilities.	1L
M	*Outlot Water Reuse Distribution System (including stubs to all proposed adjacent properties)*	City - PW - Sewer Utility	City - PW - Sewer Utility - to be accomplished under agreement with CRWD		Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5 GSOC Responsibilities by City PW in public roadway (to point of connection to main distribution).	1M

Reference Line	*Infrastructure Element*	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
N	*Electrical System and Service to Storm Water System*	City - PW - Sewer Utility	City - PW - Sewer Utility		Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5.Meter for Great LawnMeter for Tank D + stormwater system2 Pump Stations; City pays electrical utilities costs. Landscaping possible by permit.	NA
O	*Duplex Pump Station near Tank B (Structure 250 Field Tank in Great Lawn)*	City - PW - Sewer Utility	City - PW - Sewer Utility		Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5. MN United may screen or enclose above ground structure via permit.	1A - G and O
P	*Duplex Pump Station within Structure 251 (high pressure submersibles pump from Tank A to treatment skid in Vault 200)*	City - PW - Sewer Utility	City - PW - Sewer Utility - to be accomplished under agreement by CRWD		Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5.	NA
Q	*Pretreatment Structures for Tanks A & C (40, 256, 131A, 231), Storm Filter Cartridge System*	City - PW - Sewer Utility	City - PW - Sewer Utility - to be accomplished under agreement by CRWD		Green Inf. Finance District	City - PW - Sewer Utility	Green Inf. Finance District	Green Inf. Finance District	Note 4, Note 5. Structures 40&256 (CDS Pretreatment for Tank A), Structures 131A&231 (CDS Pretreatment for Tank C), Storm Filter Cartridge (Near Tank C)	NA

Reference Line	*Infrastructure Element*	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
2	**Sanitary Sewer**	City - PW - Sewer Utility	City - PW - Sewer Utility		City - PW - Sewer Utility	City - PW - Sewer Utility	City - PW - Sewer Utility	City - PW - Sewer Utility		2
3	**Domestic Water**	City - SPRWS	City - SPRWS		City - SPRWS	City - SPRWS	City - SPRWS	City - SPRWS	Regular rules and ordinances apply	3
4	**Street Pavements (Shields Ave., Spruce Tree Ave., Simpson Street, Asbury Street, Central Ave.)**	City - PW - Street Maintenance	City - PW - Street Maintenance	City - PW - Street Maintenance to remove snow, fix potholes	City - PW - Street Maintenance	City - PW - Street Maintenance	City - PW - Street Maintenance	City - PW	Standard design - no permeable pavement - see MN United responsibility for colored pavement north of Stadium (#27)	4 and 27
5	**Curb and Gutter (city streets)**	City - PW	City - PW		City - PW	City - PW	City - PW	City - PW	Standard curb specified. No meters on streets at this time around Stadium or Great Lawn (Shields, Ashbury, Simpson, and Spruce Tree). City retains the right to determine future metering options.	4 and 27
6	**Street Pavement Markings**	City - PW	City - PW - Traffic Operations	Messages and lines as per standard, refreshed cyclically	City - PW - Traffic Operations	City - PW - Traffic Operations	City - PW - Traffic Operations	City - PW - Traffic Operations	City standard	4 and 27

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
7	**Standard Traffic Control Signage for City Streets (Stops Signs, Street Parking Signage, Snow Emergency Signage, etc.)**	City - PW - Traffic Operations	City - PW - Traffic Operations		City - PW - Traffic Operations	City - PW - Traffic Operations	City - PW - Traffic Operations	City - PW - Traffic Operations	All standard signs. All city streets are either a Snow Emergency night plow or Snow Emergency Day plow route.	4 and 27
8	**Above Standard Non-Boulevard Trees (outside of Right-of-Way) (Including Promenade)**	MN United	MN United	Trim, replace, inspect when hit, treat for disease	MN United	MN United	MN United	MN United	Above standard design fully under the control of MN United.	8 and 30
9	**Temporary Rain Gardens within MN United Operated Parking Lots (2 SW Parking Lots)**	MN United	MN United	Inspect, clean, keep operational	MN United	MN United	MN United	MN United	Variance for these parking areas is for 5 years.	9
10	**Parking Signs and Parking Control Devices with the 3 Stadium Parking Areas**	MN United	MN United		MN United	MN United	MN United	MN United		NA

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
11	**Plantings, Hanging Baskets, Banners, etc. as Additions to Lighting Poles**	MN United	MN United	Repair and replacement	MN United	MN United	MN United	MN United	Banners must comply with City code. Note: Section 2.1(a)(i) in Playing and Use Agreement: MN United will have exclusive programing rights for Plaza Area and Promenade. MN United must pursue permits to do work in public right-of-way to install, inspect, maintain, repair, remove, replace, etc. plantings or hanging baskets. This can be a programmatic approach.	19 and 31
12	**Site Furnishings and Features (Benches, Bollards, Bike Racks, Monuments, Tree Grates, etc.)**	MN United	MN United	Litter removal, graffiti removal	MN United	MN United	MN United	MN United	MN United must pursue permits to do work in public right of way to install, inspect, maintain, repair, remove, replace, etc. This can be a programmatic approach. MN United will facilitate access of Inspection equipment necessary to maintain public infrastructure by moving site furnishings blocking access.	12

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
13	**Ornamental Fencing (adjacent to Stadium Parking Area) and Living Walls (by loading dock)**	MN United	MN United		MN United	MN United	MN United	MN United	MN United must pursue permits to do work in public right of way to install, inspect, maintain, repair, remove, replace, etc. This can be a programmatic approach.	13
14	**Great Lawn and Pedestrian Walkway**	MN United	MN United	Litter removal, mowing, graffiti removal, noxious weed control, snow removal from walkway	MN United	MN United	MN United	MN United	Parkland agreement governs Great Lawn. MN United must pursue permits to do work in public right of way to install, inspect, maintain, repair, remove, replace, etc. This can be a programmatic approach.	14

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
15	**Irrigation Systems Outside of Boulevards (Right-of-Way)**	MN United	MN United	Seasonal maintenance, repair, flushing	MN United	MN United	MN United	MN United	MN United must pursue permits to do work in public right of way to install, inspect, maintain, repair, remove, replace, etc. This can be a programmatic approach. Use of reclaimed storm water from system is included. MN United reserves right to discontinue use of system. MN United is responsible for GSOC locates. When water required when no recycled water is available, MN United responsible for water supply at standard rate - to be separately metered. See Line 1L for other MN United system operation.	15
16	**Retaining Walls below Simpson Street**	MN United	MN United	Regular inspection, preventive and routine maintenance, graffiti removal	MN United	MN United	MN United	MN United	Loading Dock Driveway	16 and 20
17	**Retaining Wall in SW Corner of Stadium for Utilities and Protection System (if Club chooses to install such) for Utilities from Errant Vehicle Traffic**	MN United	MN United	Regular inspection, preventive and routine maintenance, graffiti removal	MN United	MN United	MN United	MN United		NA

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
18	**Handrails (Not associated with bridge infrastructure) Located at South End of Stadium at Promenade**	MN United	MN United	Inspection, repair	MN United	MN United	MN United	MN United	MN United must pursue permits to do work in public right of way to install, inspect, maintain, repair, remove, replace, etc. This can be a programmatic approach.	18
19	**Light Fixtures Outside of Public Right-of-Way**	MN United	MN United		MN United	MN United	MN United	MN United	MN United has right to display banners as accessory signage for Stadium and events in the Stadium, to modify the design or to change the features. MN United is responsible for any GSOC locates.	19 and 31
20	**Driveway to Loading Dock**	MN United	MN United	Repair of roadway surface, snow removal, graffiti removal, litter removal	MN United	MN United	MN United	MN United		16 and 20

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
21	**Simpson Street Bridge Elements**									
A	*Bridge Structural Elements including Concrete Barrier*	City - PW - Bridge	City - PW - Bridge	Regular Inspection, Crack Sealing, Flushing, Sweeping, Joint Maintenance, Painting, Anti-icing, Vehicular Snow Plowing. Sidewalk snow removal to be accomplished by MN United at no cost to City as adjacent property owner.	City - PW - Bridge	City - PW - Bridge	City - PW - Bridge and MN United dependent upon extraordinary maintenance required.	City - PW - Bridge and MN United dependent upon life achieved.	This is a nonstandard bridge design by MN United-hired firm which may have maintenance tails. City will retain rights to access all parts of the bridge for inspection and maintenance activities.	21
B	*Light Fixture*	City - PW	City - PW - Traffic Operations		Special Lighting District Property Owners	City - PW - Traffic Operations	Special Lighting District Property Owners	City - PW via Special Lighting District		19 and 31
C	*Railing - Perforated Screen*	City	City - PW - Bridge to do regular inspection under federally mandated inspection program, MN United to do litter removal, graffiti removal and maintenance	City - PW - Bridge - regular federally mandated structural inspection, MN United to do litter removal, graffiti removal and maintenance	MN United pays expense above standard maintenance costs for standard bridge fence.	City - PW	MN United pays expense above standard costs for standard bridge fence.	City - PW - Bridge and MN United dependent upon life achieved. MN United will pay 100% of cost over City standard.	City will perform regular inspection of railing at city cost	NA
D	*Graffiti and Debris Removal on or in Perforated Screen*		MN United		MN United					NA

Reference Line	*Infrastructure Element*	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
22	**Storm Water Management System: Piping from Stadium Roof to Catch Basin/Grate at Stadium Base (including catch basin and including primary and secondary)**	City - PW - Sewer Utility	MN United		MN United	MN United	MN United	MN United		NA
23	**Landscaping in Public Right-of-Way**	City - PW	MN United	Mow, trim, noxious weed control, litter removal	MN United	MN United	MN United	MN United	Boulevards exist to store snow so city will be plowing snow onto the boulevards. Permit must be pursued to modify features. This can be a programmatic approach.	23
24	**Stadium Site Green Spaces (SW Corner and SE Corner)**	City	MN United	Litter removal, mowing, graffiti removal, noxious weed control	MN United	MN United	MN United	MN United	Includes all signage, landscaping, litter removal, transient management, etc. Permit must be pursued to modify features in public right of way. This can be a programmatic approach.	24

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
25	**Promenade (Sidewalks Abutting Stadium including drainage/trench drain)**	City	MN United	Debris removal, snow removal, crack/heave/shift repair, graffiti removal	MN United	MN United	MN United	MN United	This requires removal of snow from promenade without snow/water draining into street. Snow removal is required to comply with ADA.	25
26	**Off Street Parking Areas (Pavement, Curb and Gutter, Drainage, Pavement Markings, Signage, Landscaping, etc.)**	Met Council	MN United	Repair of infrastructure, snow removal, graffiti removal, litter removal, vegetation management	MN United	MN United	MN United	MN United	Lighting units are in control of MN United. Features are in control of MN United	26
27	**Non-Standard Street Pavement - Shields North of Stadium - Colored Concrete**	City	MN United		MN United	MN United	MN United	MN United	Non-standard design is responsibility of MN United. MN United has option to discontinue colored concrete, replace to standard concrete at MN United cost, and if replace with standard concrete MN United no longer responsible.	4 and 27

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
28	**Retaining Wall along Simpson North of Central**	City	MN United		MN United	MN United	MN United	MN United	The Club must obtain permits to work in the public right-of-way prior to commencing work. This can be accomplished through a programmatic approach.	28
29	**Sidewalks in Public Right-of-Way in Stadium Development Site (excludes existing sidewalks prior to stadium construction and Promenade)**	City	MN United	Debris removal, snow removal, crack/heave/shift repair, graffiti removal (crack, heave, shift should be covered within MN United warranty period)	MN United	MN United during warranty period, City after warranty period.	MN United during warranty period, City after warranty period.	MN United during warranty period, City after warranty period.	Sidewalks existing prior to the construction of the Stadium Development Site are the responsibility of the adjacent landowner as identified in ordinance.Promenade covered in Line 25.	29
30	**Above Standard Trees in Public Right-of-Way**	City - Parks	MN United	See Exhibit 2 Tree Maintenance Guide	MN United	MN United	MN United	See Exhibit 2 Tree Maintenance Guide	Above standard design - specific maintenance standards exist with Parks/MN United - reference Exhibit 2 Tree Maintenance Guide.	8 and 30

Reference Line	Infrastructure Element	Infrastructure Owner	Entity Responsible to Perform Routine Maintenance, Inspection and Operation	Work Types (Examples, Not Limited)	Routine Maintenance and Operation Funding Responsibility (Funding Source)	Entity Responsible to Perform Extraordinary Maintenance	Extraordinary Maintenance Funding Responsibility (Funding Source)	Life Cycle Replacement Responsibility	Comments	Agrmt Exhibit Diagram Number
31	**Street Lighting (within Right-of-Way)**	City - PW	City - PW		Special Lighting District Property Owners	City - PW	Special Lighting District Property Owners	City - PW via Special Lighting District	Public Streets vs parking lots. Banners on light poles would be responsibility of MN United	19 and 31

City reference Playing and Use Agreement Section 6.1 (c).

MN United = The Club = Minnesota United Soccer Club, LLC reference Playing and Use Agreement Section 6.1 (a) and 6.1 (b) and definition of Operations and Maintenance Agreement.

NOTE:

1. Level of Service targets and accomplishments will be governed by federal and watershed requirements, state law, city ordinances, city policy, available resources, and best practices.

2. The parties shall have, for the benefit of all, an annual meeting (after season ends in January) to communicate goals, concerns, needs, share contact information, and implement programmatic approach for MN United access to right-of-way, etc.

3. Warranty information should be supplied with operating/maintenance manuals for mechanical systems by May 31, 2019, and must be complete and accepted before final Certificate of Occupancy. Warranty information for all other infrastructure should be supplied by May 31, 2019 . Warranties will begin February 2019 or documented/accepted turnover date - whichever is later. May 30, 2019 is the date of the final certificate of occupancy.

4. Above standard designs being deployed for various infrastructure elements. Green Infrastructure Finance (GIF) District approach will be utilized for the Storm Water Management System and the City may contract out system integration, operation, maintenance, and inspection.

5. The city retains the right to assess properties as allowed by city ordinance, etc. for life cycle replacement efforts for any infrastructure elements, etc. and subject to applicable terms of Playing and Use Agreement and the terms of the O & M Agreement.

6. While this infrastructure is not connected with the storm sewer reclaim and recycle system, it is part of the overall system and is therefore part of the GIF.

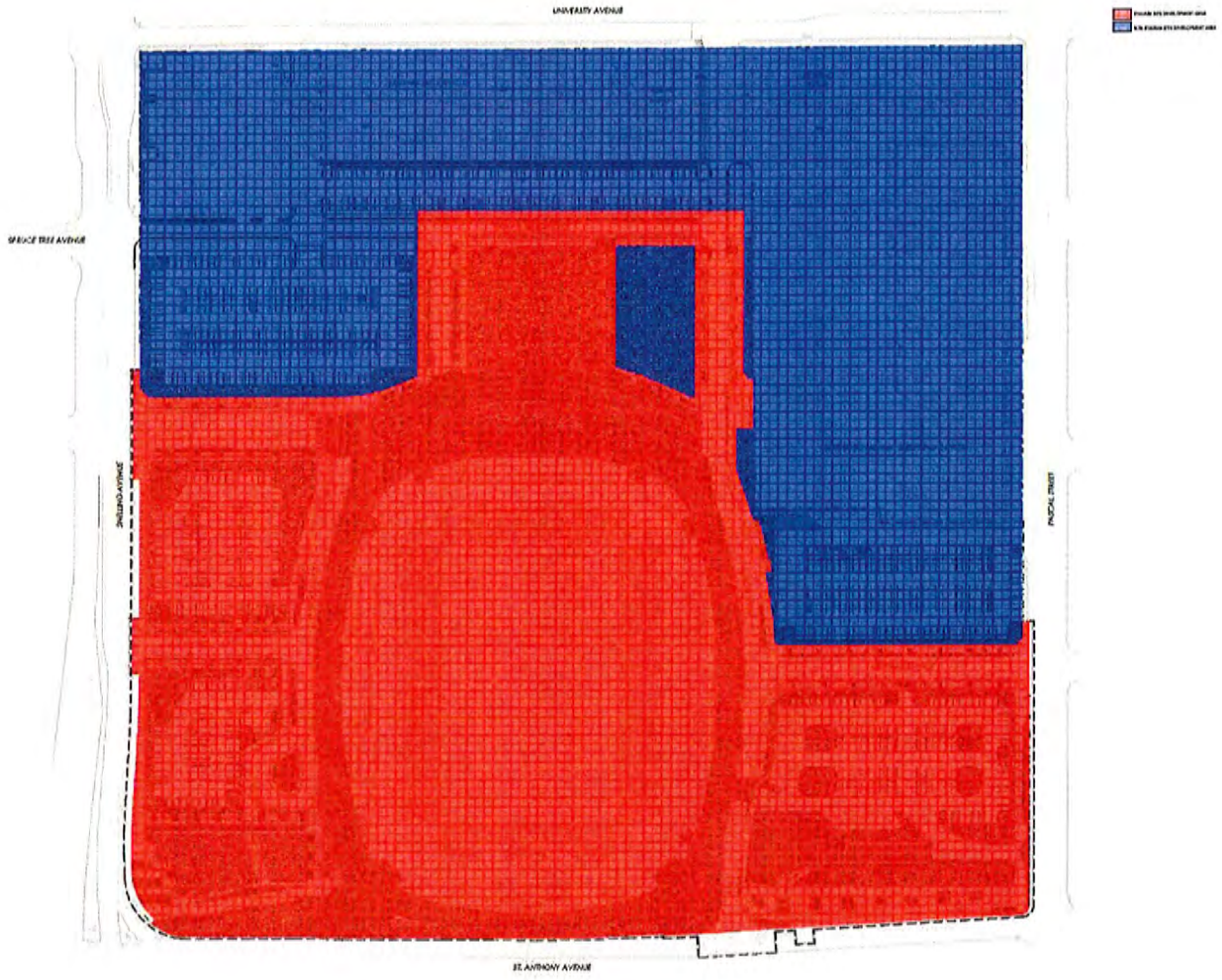
7. Electrical supply pads and power supply transformers are part of the systems served and are owned and maintained by the system owner.

City Owned, Operated and Maintained

MN United Owned, Operated and Maintained
City Ownership with Variable Operation and Maintenance
Simpson Street Bridge Elements

Exhibit 4

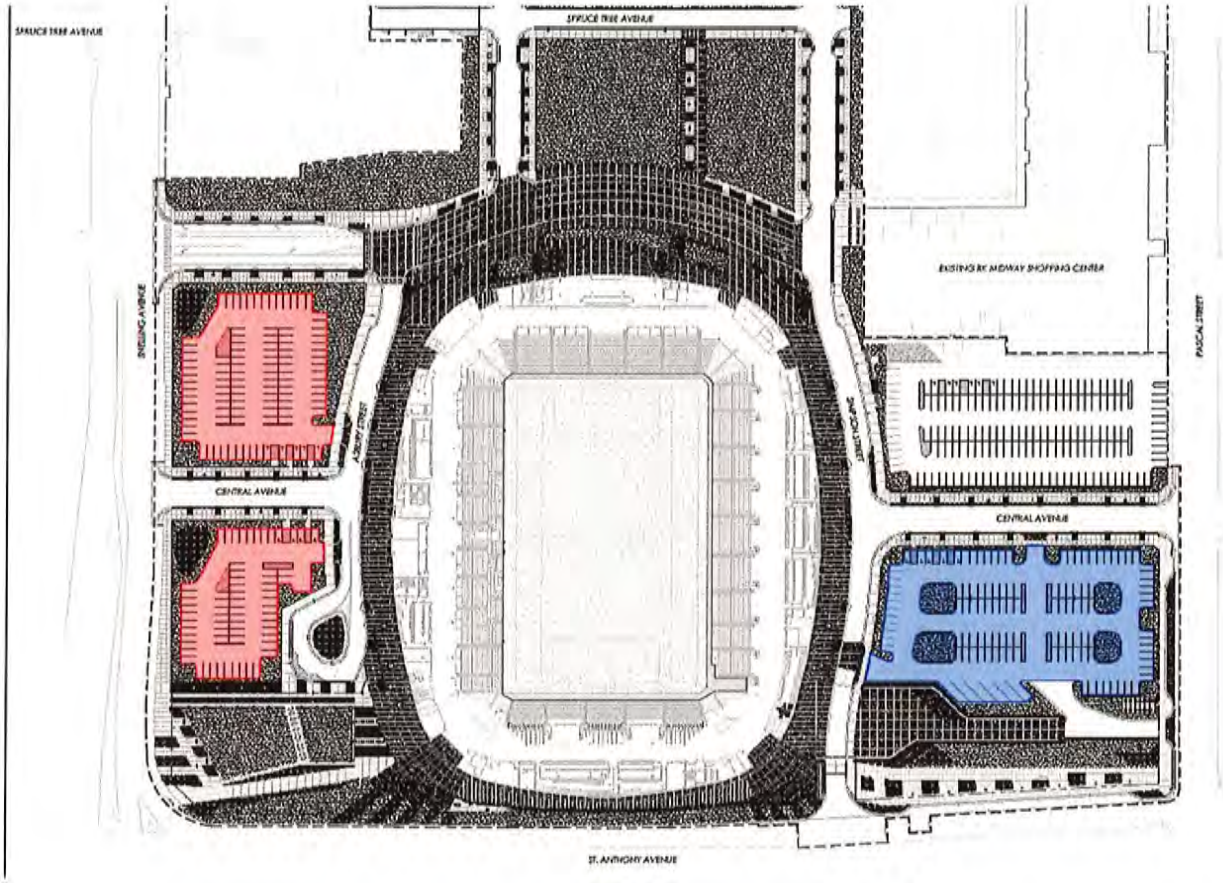
Stadium Development Site



The Stadium Development Site is area colored in red.

Exhibit 5

Stadium Parking Areas



There are three Stadium Parking Areas. The two parking areas colored in red may be used for parking for up to five years pursuant to a variance granted by the City. The parking area colored in blue is not subject to any variance.

Exhibit 6

Parkland Agreement dated February 1, 2018 between the City and the Team

PARKLAND AGREEMENT
BY AND BETWEEN
THE CITY OF SAINT PAUL
AND
MUSC HOLDINGS, LLC

THIS PARKLAND AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of ~~November~~ February, 2018, by and between the City of Saint Paul, MN ("City"), and MUSC Holdings, LLC, a Minnesota limited liability company ("MUSC").

ARTICLE 1

RECITALS AND STATEMENT OF INTENT

1.1 City and MUSC ("Parties")have entered into the Development Agreement (as defined below) pursuant to which MUSC will design and construct a professional soccer stadium (the "Stadium") and surrounding plaza areas and greenspaces (the "Stadium Site) and, once the Stadium has been constructed, Minnesota United Soccer Club, LLC, a limited liability company ("MNUFC") and a wholly-owned subsidiary of MUSC, will play its Major League Soccer ("MLS") home games in the Stadium.

1.2 MUSC and others desired to plat certain portions of land upon which the Stadium would be constructed and operated and therefore, pursuant to Saint Paul Legislative Code Chapter 69 a preliminary plat application on behalf of MUSC and others was caused to be made to the City for the said land by Tegra Group which was approved by the City for the land described therein on August 19, 2016 in Council File No. RES PH 16-252.

1.3 The City also approved the Midway Snelling Master Plan (the "Master Plan") for the 34.5 acre Snelling Midway superblock that includes the Stadium Site on August 19, 2016 in Council File No. RES PH 16-252.

1.4 The preliminary plat approval contained various conditions including a requirement that no less than 0.63 acres of land described in a final plat of the subject land be dedicated to the public for park purposes pursuant to Saint Paul Legislative Code §69.511(a).

1.5 Subsequent to the preliminary plat approval, MUSC informed the City that it desired to pursue an alternative approach to fulfilling the preliminary plat's parkland dedication requirement by entering into a separate agreement with the City for the development and maintenance of private land for public purposes pursuant to Saint Paul Legislative Code §69.511(c).

1.6 The Saint Paul City Council has sole discretion in determining whether an alternate method of satisfying parkland dedication will be acceptable.

1.7 MUSC intends to dedicate a tract of land on the Stadium Site, identified as "Park" in Exhibit "A", exclusively for public park purposes while retaining ownership of the tract as permitted under Leg. Code § 69.511(c). To date only one other publicly owned private

space has been accepted in lieu of dedication and the City Council's agreement to accept private development and maintenance of land for the purpose of meeting the parkland dedication requirement under Saint Paul Leg. Code § 69.511 for the Stadium is subject to certain conditions to ensure the Park fulfills the purpose of the ordinance.

NOW, THEREFORE, the City and MUSC have entered into this Parkland Agreement as follows:

ARTICLE 2

DEFINITIONS

2.1 Advertising. Promoting the sale or use of products or services through advertisements, sponsorships, or promotional activities, including but not limited to permanent or temporary messages and displays affixed to Park infrastructure and amenities.

2.2 Agreement. This document, containing the recitations of the City's and MUSC's respective obligations to develop, operate, and maintain Park for the benefit of the public as provided in this Agreement. All the rights, obligations, duties, conditions, and requirements of the Agreement shall be binding upon MUSC and any of its successors and assigns.

2.3 Common Vision. The City and MUSC will share a "Common Vision" that the Park will be developed and maintained by MUSC as a greenspace open to the public as a component of the City's park system-as well as for use and enjoyment by the public in connection with events and activities at the Stadium. The Common Vision will promote, balance, and integrate the following objectives:

a. Create Park as an inviting destination available to the public year around.

b. Reinforce that the purpose of the Park is for the use and enjoyment of the public-and for use in conjunction with activities and events in the Stadium.

c. Provide vibrant green space for the neighborhoods around the Stadium to support the physical, economic, environmental and social health within the community.

d. Those concepts set forth in the Master Plan, the Snelling Avenue Area Station Plan and Greening the Green Line plan.

2.4 Recordable Covenant. The requirement in Saint Paul Legislative Code §69.511(c)(4) that the owners, subdividers, or developers of land to be maintained as privately owned public parkland must include a "Covenant" running with the specified land indicating that the land to be developed and maintained for the purposes listed in subdivision (a) will revert to the city in the event of a failure to comply with this requirement.

2.5 Development Agreement. The Development Agreement dated as of April 1, 2016 by and between the City of Saint Paul and MUSC Holdings, LLC and amendments thereto.

2.6 Park. That tract of land identified in Exhibit "A" which is to be used to satisfy the requirement for parkland dedication shall constitute the "Park"

2.7 Park Improvements. Park Improvements are all structures, paths, walkways, and other park amenities including but not limited to benches, statues or artwork, as well as flowers, grass, turf, trees and other landscaping which will be constructed on the Park-.

2.7A. Site Improvements. Site Improvements are all structures, paths, walkways, and other amenities including but not limited to benches, statues or artwork, as well as flowers, grass, turf, trees and other landscaping which will be constructed adjacent to the Park and within the public right of way.

2.8 Site Plan. The Site Plan shall be the final such plan proposed for the Park and adjacent right of way pursuant to Saint Paul Leg. Code § 61.401 - .402 and approved by the City's Department of Safety and Inspections (Exhibit "B"). In the event that design or any other change to the approved Site Plan are contemplated by MUSC or any of its successors or assigns, such change can be undertaken only upon written notification to and with the written approval from the City.

2.9 Use Agreement. The Playing and Use Agreement dated as of April 1, 2016 by and between the City of Saint Paul and Minnesota United Soccer Club, LLC.

ARTICLE 3

DESIGN AND MAINTENANCE OF THE PARK

3.1 Design of the Park. MUSC has designed the Park in conjunction with and to be complementary to the Stadium. The City requires that the Park be available as a public amenity for active and passive recreation, gatherings, events, and all other lawful public park/plaza green space purposes. MUSC and City will work together on the Park design and signage to ensure that each Party's requirements are met. The Park will be designed to meet or exceed City standards for its parklands. Changes to the current design of the Park which would alter its use as a public amenity will be communicated to the City for review and approval. If the City determines that additional community review is needed it will be responsible for coordination of such review.

3.2 Park Maintenance, Repairs, Renovation or Replacement following Dedication. In furtherance of the Common Vision, MUSC or its successors and assigns shall maintain, repair, renovate or replace all Park Improvements in conformance with the Park's original Site Plan. All maintenance, repair, renovation, or replacement of Park Improvements shall be performed as prescribed under a set of standards which shall be set forth in a Maintenance Manual which shall be prepared by MUSC and submitted for review and approval to the City's Department of Parks and Recreation within a reasonable period of time not to exceed 1 (one)-year following the execution of this Parkland Agreement. The Maintenance Manual shall then be made a part of this Agreement. Changes to the original Site Plan design will require approval by the City and submission of a new Site Plan before any construction or work begins.

3.3 Storm Water Management System. The City and MUSC have agreed that a storm water management system will be constructed underneath the Park that will serve the entire 34.5 acre superblock bounded by University Avenue, Snelling Avenue, St. Anthony Avenue and Pascal Avenue. The parties anticipate that the appropriate easements for the storm water management system will be placed on the land where the Park is located, including the right of the City or its agents to enter onto the property to maintain the storm water management system.

ARTICLE 4

CONSTRUCTION OF THE PARK

4.1 Construction of Site Improvements. MUSC will construct the Park and Site Improvements according to the Site Plan set forth in Exhibit "B" and in accordance with the Common Vision. MUSC will pay for the Site and for all Park and Site Improvements, except for those costs, payment of which was contemplated in §4.3(b)(ii) of the Development Agreement. Pursuant to that, City shall pay for the standard grade costs of the sidewalks adjacent to the Park on the east side of Asbury ROW from Spruce ROW to Shields ROW (as shown in Exhibit A), on the south side of Spruce ROW from Asbury ROW (as shown on Exhibit A) extending to the western edge of the pedestrian walkway (as shown in Exhibit B) and the lighting and trees within the public right-of-way on the west and north side of the Park, as well as for sod, irrigation and planting soil for the Park. The City's costs for these improvements shall not exceed $85,000.00 for the costs of the Park Improvements and $165,000.00 for the costs of the Site Improvements (trees, sidewalks and lighting) adjacent to the Park, within the public right of way, described above, for a total not-to-exceed cost for the City of $250,000.00. MUSC shall pay for any desired upgrades to the Park and Site Improvements. Commencement of construction of Park and Site Improvements shall occur no later than May 1, 2018 and construction must be complete no later than September 30, 2019, in either case unless delayed by the storm water management system that will be constructed underneath the Park.

4.2 Project Construction Management. MUSC will be responsible for all aspects of construction of the Park and Site Improvements, including but not limited to project management, contract compliance, payment of contractors, subcontractors and material suppliers, work disputes, City compliance obligations such as payment of prevailing wages, vendor outreach, or affirmative action as provided in the Development Agreement for the construction of the "City Publicly Funded Infrastructure" as defined in the Development Agreement. MUSC shall work with the City to coordinate and review the construction of the Park and Site Improvements to ensure that they are constructed in a manner consistent with the Site Plan and Common Vision. MUSC shall notify the City in writing upon completion of the Park and Site Improvements and the City shall promptly inspect the Park and the Site Improvements and either confirm that the construction has been completed in accordance with the Site Plan or advise MUSC in writing of any items that are not in material compliance with the Site Plan and need to be corrected. The City shall provide a certificate of completion which MUSC may record if it so chooses.

4.3 Compliance with Law. MUSC will cause all construction to be performed in accordance with state and local rules and regulations and shall require contractors to obtain permits, licenses, insurance, bonds, and/or approvals as needed to complete the Site Improvements. MUSC will defend and hold harmless the City from any claims for unpaid wages due to any laborer who has worked on the Park and will not permit mechanic's liens to be placed on the Park.

4.4 Major Damage or Destruction. If the Park is destroyed or damaged to a point that it is no longer usable, MUSC shall be required to replace the Park and any Park and Site Improvements at its own expense.

4.5 Failure to construct the Park. MUSC understands that construction of the Park and the Park and Site Improvements in accordance with this Parkland Agreement is a requirement for the construction of the Stadium and agrees that in the event that MUSC has failed to comply with the provisions of 4.1, above, that in addition to any other remedies for breach of the Agreement that the City may bring an action seeking specific performance of this Agreement.

ARTICLE 5

USE AND OPERATION OF THE PARK

5.1 Public Forum. MUSC understands and agrees that the Park is a public forum for purposes of the First Amendment of the United States constitution. No permits are required for individuals to exercise the right to free speech. In no event will any permit be denied for gatherings or events for which permits are required based upon the content of the permit applicant's lawful messaging.

5.2 Permitting Policy. MUSC must have in place a policy for the issuance of permits for use of the Park. The policy must include, but not be limited to the uses permitted, what activities are not allowed, a fee schedule if any fee will be charged, the basis for revocation of permits, and the time by which applications must be submitted for consideration. City shall review and approve the policy which will be attached as Appendix A to this Agreement. This provision is not intended to impose an affirmative duty on MUSC to allow any specific private uses of the Park by the public.

5.3 Rights of MUSC. MUSC shall have (a) the exclusive right to use the Park in connection with League Events, Home Games, Club Events (each as defined in the Use Agreement), tryouts and practices, (b) the exclusive Naming Rights (as defined in the Use Agreement) for the Park and the right to include recognition of the naming rights sponsor in the Park, subject to MUSC complying with the guidelines attached as Exhibit J to the Use Agreement in selecting the naming rights sponsor for the Park and promptly notifying the City of the identity of the naming rights sponsor for the Park, and (c) the exclusive right to determine any programming in the Park, provided that the City's ordinances and regulations with respect to permitting and fees shall apply. MUSC shall retain all revenues and other benefits payable or to be provided by the naming rights sponsor for the Park. During the periods of the exclusive use by MUSC and MUSC may engage in advertising and promotion activities, sell (directly or through its Stadium concessionaire or other licensed

food vendors) food and beverages (including intoxicating liquor subject to obtaining the requisite liquor licenses and carrying the liquor liability insurance required by the Use Agreement), and such other programs or activities as MUSC may determine consistent with the City's ordinances. MUSC shall receive and retain all revenues from the uses of the Park permitted by this Section 5.3.

5.4 Use by City. The City will be entitled to use the Park two dates per calendar year for City events at no charge. City must submit a request for dates no later than May 1st of each year. Such use cannot conflict with MUSC's game or events schedule.

5.5 Advertising. MUSC may not exercise, market or sell advertising rights in the Park that is not in compliance with the guidelines attached as Exhibit J to the Use Agreement.

5.6 Signage. Any signs installed in the Park must conform to City zoning requirements. In no event may billboards or permanent advertising sign be erected in the Park; provided that signage recognizing the naming rights sponsor of the Park shall not be considered a permanent advertising sign. MUSC shall post signs which identify the hours of use of the Park and contain such other information regarding access to the park by the public as the City and MUSC determine necessary to communicate public access.

5.7 Utilities. MUSC shall be responsible for installation of all utilities and infrastructure necessary for operation of the Park and for ongoing payment of services and utilities including but not limited to gas, electricity, water, garbage collection and recycling; provided that MUSC does not have responsibility for the storm water management system underneath the Park.

5.8 Park Rules. MUSC shall promulgate rules for the use of the Park, and may impose reasonable restrictions on the use of the Park provided such restrictions do not materially impair the right of the public to enjoy the use of Park. Rules for use of the Park must be approved by the City.

5.9 Park Security. MUSC shall be responsible for maintaining the safety and security of the Park for the public. City park security staff will have no responsibility for patrol of the Park or enforcement of Park rules.

5.10 Annual Audit. The Department of Parks and Recreation shall annually report to the Saint Paul City Council on MUSC's use, operation, and maintenance of the Park to determine whether the Park is being used in accordance with the Dedication required under Saint Paul Leg. Code §69.511(c)(4). In the event that the City Council determines that the Park is not being so used, parties shall meet to determine whether MUSC will be able to comply with the requirements for public use going forward or if the Park will transfer to the City.

ARTICLE VI

COVENANT FOR USE OF LAND AS PARK

6.1 Dedication of parkland through the privately owned public spaces is accepted by the City upon the condition that the specified land be developed and maintained by the owners,

subdividers, or developers, and any and all successors in interest thereof, of any type whatsoever, which includes, but is not limited to heirs and assigns, for the purposes listed in Saint Paul Legislative Code 69.511, subdivision (a). MUSC hereby binds its affiliates and successors in interest to the requirements for use of the Park.

6.2 Consistent with Saint Paul Legislative Code §69.511 MUSC must provide a recordable covenant running with the Park land indicating the purposes for which the Park may be used and that ownership of the Park will transfer to the City in the event of failure to maintain the Park for public use in accordance with the terms of this Agreement. The City acknowledges that MUSC has a long-term lease on the Park and intends to acquire fee title to but is not currently the owner of the Park. MUSC covenants and agrees that once MUSC or an affiliate of MUSC becomes the fee title owner of the land where the Park is located, MUSC will promptly cause the Covenant to be filed of record. Unless and until MUSC has recorded the Covenant, MUSC agrees to pay the City a greenspace dedication fee in the amount of $551,648.00 together with annual interest at the rate of 5.5% (the "Termination Fee") in the event the City terminates this Agreement due to an Event of Default (as defined below).

6.3 Parties agree that this Parkland Agreement will be filed and recorded promptly following upon execution but in no event later than filing of the plat, and shall serve as the recordable Covenant until MUSC or an affiliate has become fee title owner and filed a separate Covenant to replace this Agreement of record.

6.4 In the event of a termination of this Agreement after MUSC or an affiliate has acquired fee title to the Park, MUSC shall be required at the City's election either to pay the greenspace dedication fee in the amount specified in Section 6.1 or to cause the Park to be transferred by limited warranty deed from the fee owner of the Park to the City.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

7.1 MUSC shall defend, indemnify and hold the City and any of its officers, agents and employees harmless from any claims, damages, or causes of action arising from the construction, maintenance, use and operations of the Park.

7.2 MUSC shall provide at its own cost and expense, liability insurance naming the City as an additional insured thereon. Insurance shall cover injury to persons or property in an amount not less than $1,000,000 individual, and $1,500,000 aggregate. MUSC shall be obligated to maintain such coverage in full force and effect at all times.

7.3 MUSC shall obtain property damage insurance in an amount which will pay for restoration or replacement of the Park in the event of major damage or destruction.

7.4 MUSC shall indemnify the City with respect to the existence or nonexistence on or under the Park of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline,

fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. "961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing indemnity relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Park, as well as any activity claimed to have been undertaken on or in the vicinity of the Park that would cause or contribute to causing (1) the Park to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Park within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. '691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Park within the meaning of, or otherwise bring the Park within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. '1251 *et seq.*, or any similar state law or local ordinance. Further, MUSC indemnifies the City with respect to the existence of any substances or conditions in or on the Park that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minnesota Statutes, Chapter 115C.

ARTICLE VIII

NON-DISCRIMINATION

8.1 MUSC shall ensure that in connection with the construction of all improvements to the Park that no discrimination on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry ("Discrimination") will be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;

8.2 MUSC shall further ensure that no such Discrimination shall be practiced against the public in its access to and use of the Park.

ARTICLE IX

DEFAULT AND REMEDIES

9.1 Events of Default. The following shall Events of Default by MUSC:

(a) Failure by MUSC to comply with the terms of any applicable statute, law or regulation in the construction of the Park and Site Improvements and such failure has not been cured within 30 days after written notice from the City;

(b) Failure by MUSC to begin construction of the Park and Site Improvements or to proceed with due diligence to complete the Park and Site Improvements in accordance with the timeline in § 4.1, and such failure to begin or proceed with due diligence to complete the construction has not been cured within 30 days after written notice from the City to do so. If the default reasonably requires more than thirty (30) days to cure, such additional period of time shall be granted provided that the curing of the default is promptly commenced upon receipt by MUSC of the notice of the default, and proceeds thereafter continuously to completion and is completed within a reasonable period of time. Any such extension in time must be reduced to writing.

(c) Any conveyance or other transfer of the ownership or lease interest of the Park or any part thereof which would make compliance with the terms of this Agreement impossible and such violation is not cured within 30 days after written demand by the City to MUSC.

(d) Repeated failure by MUSC to maintain the Park for public use and such failures cannot reasonably be subject to notice and opportunity to cure.

(e) Failure by MUSC to comply with any other terms of this Agreement and such failure continues for a period of thirty (30) days after written notice by the City identifying the specific breach. If the default reasonably requires more than thirty (30) days to cure, such additional period of time shall be granted provided that the curing of the default is promptly commenced upon receipt by MUSC of the notice of the default, and proceeds thereafter continuously to completion and is completed within a reasonable period of time

(f) The filing of any voluntary petition in bankruptcy, involuntary proceedings in bankruptcy are instituted against MUSC and not discharged within 90 days or MUSC makes and assignment of assets for the benefit of its creditors.

9.2 Remedies. If an Event of Default occurs and is not cured, the City may: (1) if the Dedication has been filed and MUSC has delivered to the City the limited warranty deed referred to in §6.1, require transfer of the Park and elect to file the limited warranty deed provided under §6.1; or (2) in lieu of transfer of the Park to the City accept from MUSC a sum equal to the Termination Fee. These are not intended to be exclusive of any other available remedy or remedies but shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall such delay or omission be construed to be a waiver thereof. In the event that the City is

required to bring action to enforce the provision of the Agreement it shall be entitled to recovery of all of the costs of litigation including reasonable costs, disbursements and attorneys' fees, if the City is the prevailing party.

ARTICLE X

DISPUTE RESOLUTION

10.1 Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action provided for herein. Each party agrees to participate in up to two hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law. This Agreement shall be governed in accordance with Minnesota law. Any action brought to enforce the terms of this Parkland Agreement will be venued in Ramsey County district court.

11.2 Further Assurances. The Parties agree to issue and execute such permits, agreements, easements and other instruments as may be reasonably necessary and lawful for each Party to fulfill its obligations under, and otherwise fulfill the purposes of, this Agreement.

11.3 Property Taxes. MUSC will be liable for property taxes, assessments, and fees related to the Site if any such taxes, assessments or fees are imposed.

11.4 Merger; Non Merger. All preliminary negotiations are merged into this Agreement and the Dedication. This Agreement shall survive the granting and acceptance of the Dedication and shall not be considered merged into the Dedication.

11.5 Amendments; Waiver. This Agreement may be amended or supplemented only by a writing executed by the Parties, and no waiver of the terms of this Agreement shall be valid unless in writing and signed by the Parties.

11.6 Assignments. MUSC may not assign its rights, duties, or powers under this Agreement without the express written approval of the Assignment by the City and any attempt to do so will be void; provided that MUSC may delegate any of its rights or obligations under this Agreement to MNUFC but no such delegation shall relieve or release MUSC of its obligations under this Agreement. The respective rights and obligations of MUSC under this Parkland Development Agreement shall be binding upon and inure to the benefit of their successors and assigns in the event such assignment is accepted by the City.

11.7 Recitals and Statement of Intent; Headings. The Recitals and Statement of Intent are part of this Agreement. The headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not part of this Agreement.

11.8 Counterparts. This Agreement and any amendments may be executed in several counterparts, each of which when so executed shall be deemed an original.

11.9 Acknowledgment. The City acknowledges that this Agreement satisfied the obligations of MUSC under the Development Agreement and of MNUFC under the Use Agreement with respect to the green space defined in the Use Agreement as the Midway Green Spaces and the Midway Green Space Agreement.

11.10 Notices. Any notice required under this Agreement shall be sufficiently delivered if mailed, by registered or certified mail, postage prepaid, or delivered by messenger or overnight courier, as listed below, provided that the Parties may designate a different address to which notices may be directed.

City of Saint Paul:

Director, Department of Parks and Recreation
400 City Hall Annex
25 West 4th Street
Saint Paul, MN 55102

With a copy to:

Office of the City Attorney
400 City Halls
15 West Kellogg Blvd.
Saint Paul, MN 55102

MUSC:

William W. McGuire, Managing Member
MUSC Holdings, LLC
4150 Olson Memorial Highway, Suite 300
Golden Valley, MN 55422

With a copy to:

Ralph Strangis
Kaplan, Strangis and Kaplan, P. A.
5500 Wells Fargo Center
Minneapolis, MN 55402

[Signatures appear on the following page.]

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

CITY OF SAINT PAUL

By: _____
Mayor

By: _____
Director, Department of Parks and Recreation

By: _____
Director of Finance

Approved as to form:

_____
Assistant City Attorney

MUSC Holdings, LLC

By: _____
William W. McGuire
Managing Member

CITY ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 1 day of ~~January,~~ February 2018, the undersigned Jaime Tincher acting Mayor of the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

BRIDGET JEAN MORALES
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2019

Signature of Notary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 18 day of January, 2018, the undersigned Todd Hurley, Director of Finance for the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

BRIDGET JEAN MORALES
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31 2019

Signature of Notary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 17th day of ~~November~~ January, 2018, the undersigned Mike Hahn, Director of Parks and Recreation of the City of Saint Paul, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

KRISTI LEE WELLS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2021

Kristi Lee Wells
Signature of Notary

MUSC HOLDINGS, LLC ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN

On this 20th day of November, 2017, the undersigned William W. McGuire, Managing Member of MUSC Holdings, LLC, appeared before me and acknowledged that he signed this instrument freely and voluntarily and for the purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Kathleen D. Anderson
Signature of Notary

KATHLEEN D. ANDERSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

THIS INSTRUMENT WAS DRAFTED BY:
OFFICE OF THE CITY ATTORNEY
15 WEST KELLOGG BOULEVARD
400 CITY HALL
ST. PAUL, MINNESOTA 55102

AGREEMENT EXHIBITS

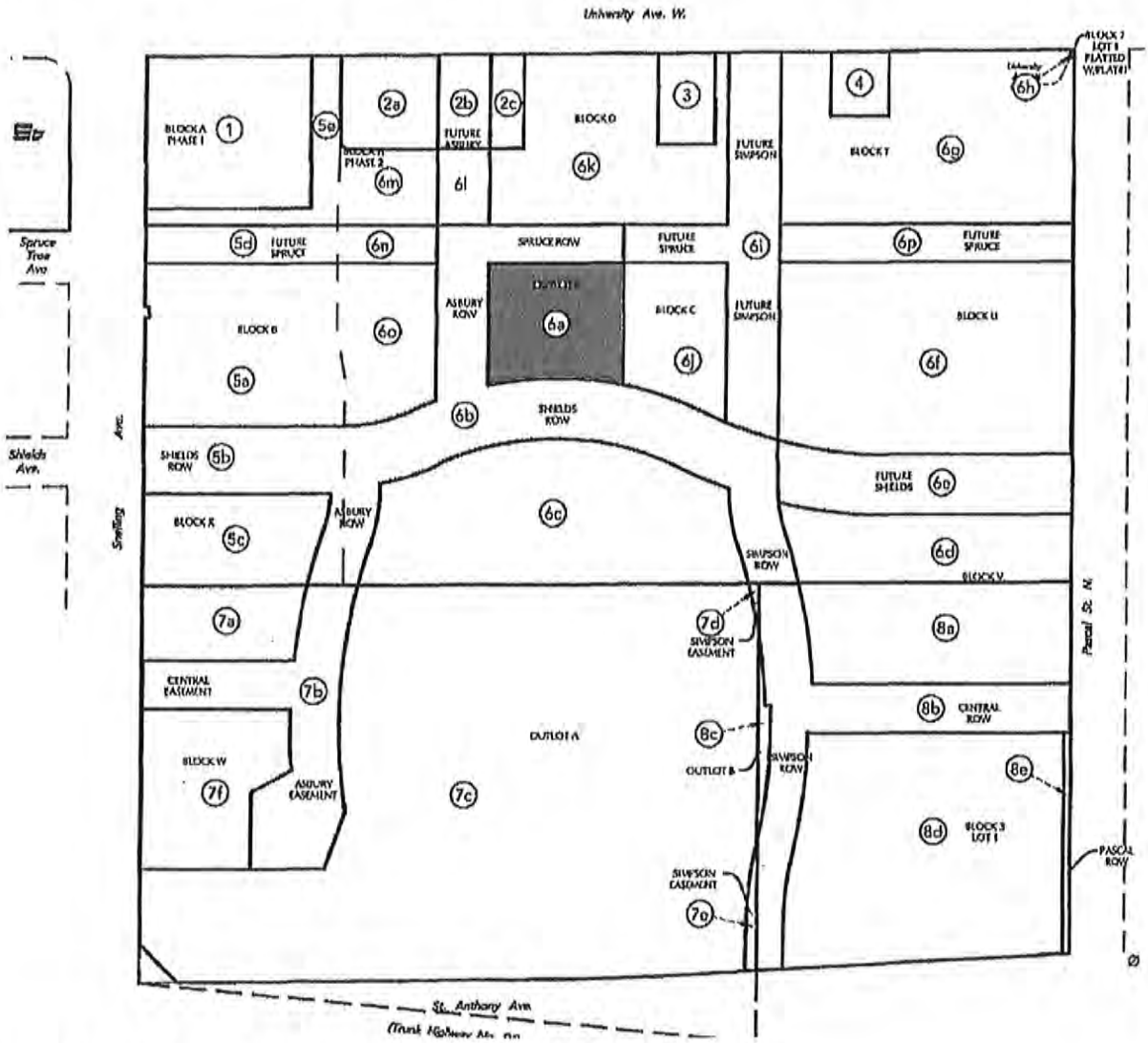
Exhibit A - Site Legal Description

Exhibit B –Site Plan

Exhibit A

Site Legal Description

The Park is Parcel 6a in the below site plan that is located within the real property described below.



Legal description of the real property in which Parcel 6a is located:

Lots 1, 2, and 3, Block 1, Midway Shopping Center

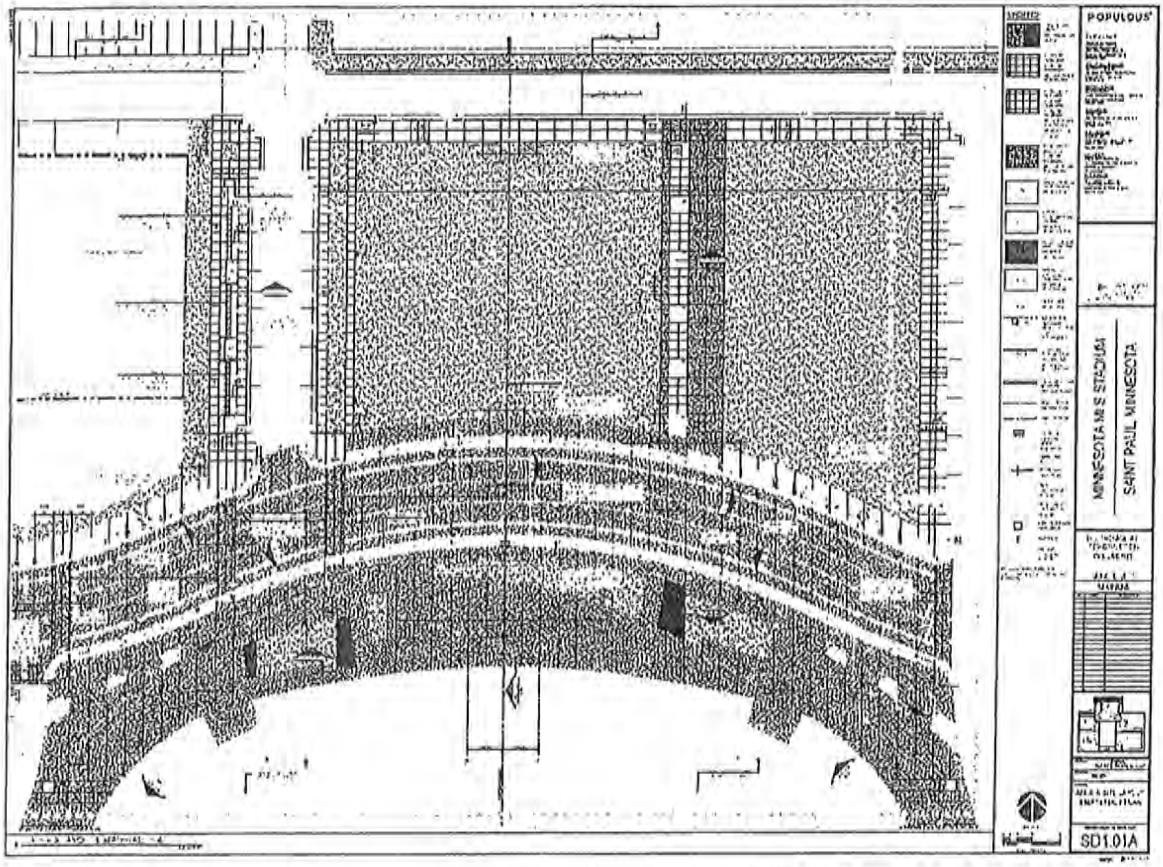
That part of Lot 4, Block 1, MIDWAY SHOPPING CENTER, according to the recorded plat thereof, Ramsey County, Minnesota, which lies easterly of the following described line:

Beginning at the northwest corner of Lot 1, Block 1, said MIDWAY SHOPPING CENTER; thence South 0 degrees 12 minutes 55 seconds East, along the west line of said Lot 1, a distance of 118.00 feet to an angle point in said west line; thence South 3 degrees 02 minutes 52 seconds West a distance of 76.16 feet; thence South 0 degrees 01 minutes 18 seconds East a distance of 168.84 feet; thence South 10 degrees 47 minutes 29 seconds East a distance of 59.47 feet; thence South 0 degrees 07 minutes 11 seconds East a distance of 276.94 feet to the south line of said Lot 4 and there said line terminates.

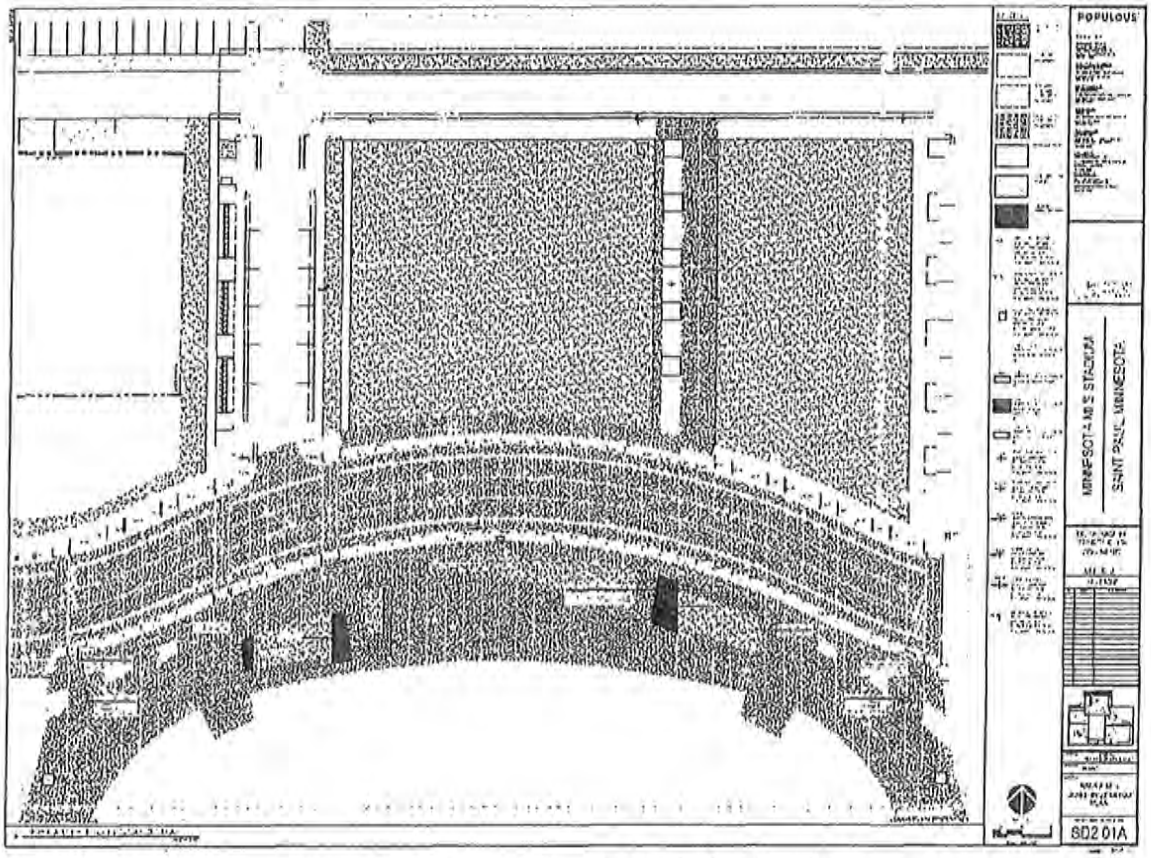
Exhibit B

Site Plan

Site Layout Materials



Site Finishings Layout



Landscaping Plan

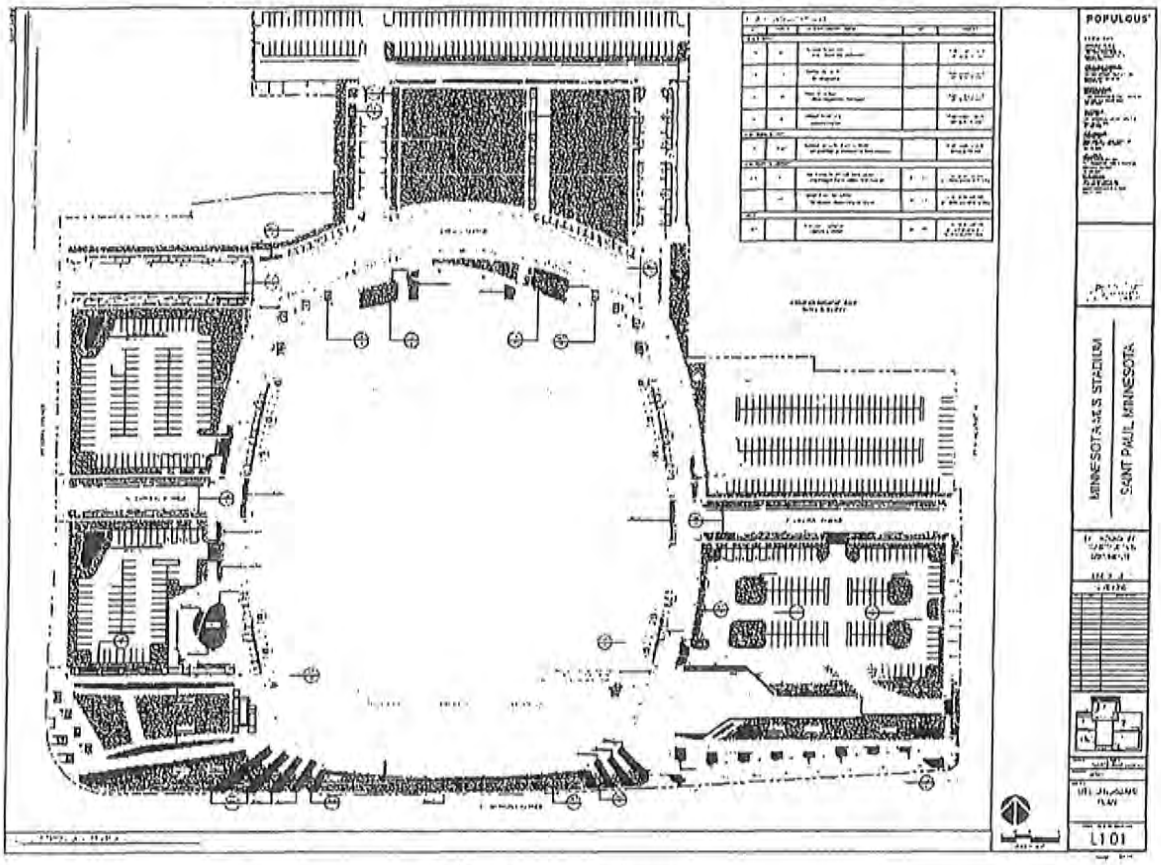
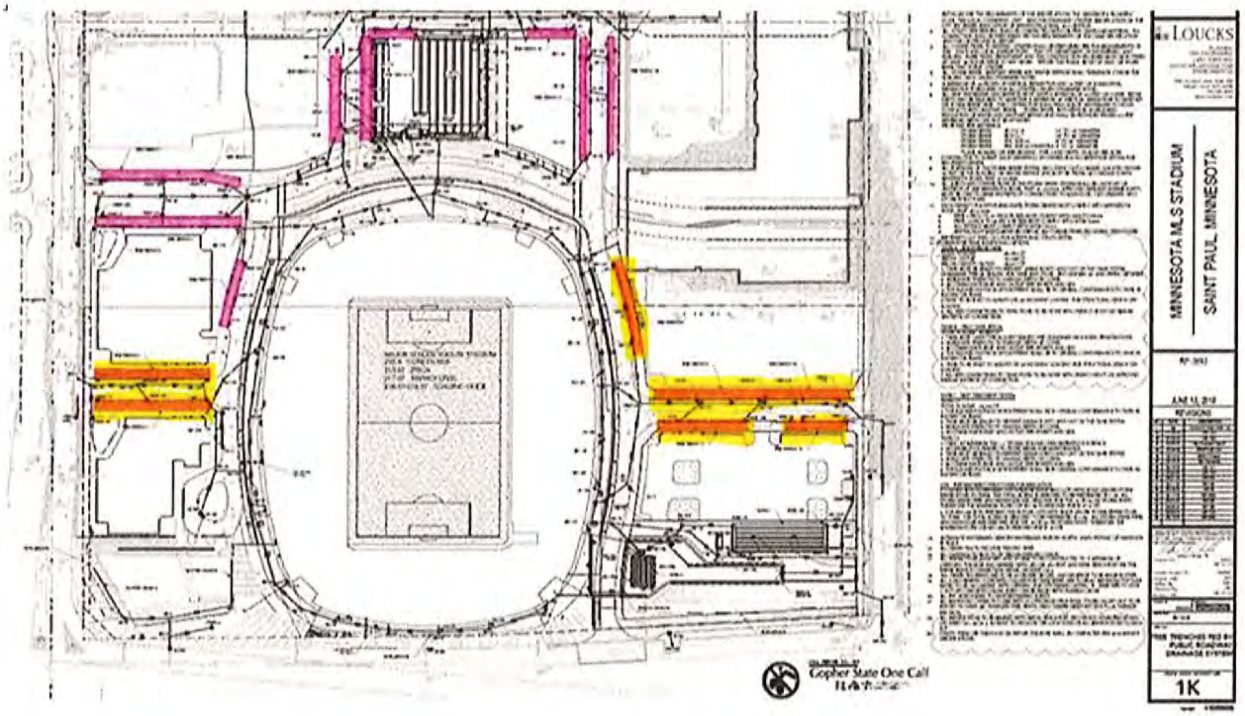


Exhibit 7

Portion of Tree Trenches Initially Installed Incorrectly

The portion of the Tree Trenches that were initially installed incorrectly but subsequently corrected are highlighted in yellow in the below Exhibit Diagram 1K.