

**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 _____ day of _____, 2017, 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 Plans 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 parklnad 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 under and upon which the Site Improvements are made shall constitute the "Park" identified in **Exhibit "A"**.

2.7 **Site Improvements**. Site Improvements are all structures, paths, walkways, park amenities including but not limited to benches, statues or artwork, as well as flowers, grass, turf, trees and other landscaping.

2.8 **Site Plan**. The Site Plan shall be the final such plan proposed for the Park pursuant to Saint Paul Leg. Code § 61.401 - .402 and approved by the City's Department of Safety and Inspections (**Exhibit "C"**). 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.

29. **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 intends to design 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 to ensure that each Party's requirements are met. The Park will be designed to meet or exceed City standards for its parklands. Upon review by the City, the proposed design shall be accepted or rejected based on desirability and service standards as compared to similar parks within the city including but not limited to, CHS areas within the Stadium site but outside of the gated stadium, Dickerman Park and Harriet Island. Base design for a park of this nature includes adequate lighting, seating, shade and planting areas, lawn and pathways and gathering areas to support the shared vision for this park space as delineated in Article 2 Section 2.3.

3.2 **City Review**. Pursuant to §4.3(a) of the Development Agreement the Parties will collaborate on the design and will meet regularly as needed during the design phase of the Park to review design plans. The City has designated a single project manager for the purpose of the design coordination, who will have authority to provide input on behalf of the City. In the event of disagreement in the design of the Park, MUSC may request review of the design dispute by the Parks Design and Construction Manager. The City has the final authority over design approval, which will not be unreasonably withheld, conditioned or delayed.

3.3 **Community Review**. MUSC understands and agrees that there will be opportunities for formal review and comment on the Park design details by the community. The City will be responsible for coordination of the review process and

notification to the community of opportunities to review the design. The Parties will ensure that the community has adequate opportunity to review the final plan for the proposed Park design prior to its submission to the Saint Paul Parks and Recreation Commission which will make a recommendation to the City Council on whether to approve the Park design. The Saint Paul City Council will have final approval authority over the design.

3.4 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 Site Improvements in conformance with the Park's original Site Plan. All maintenance, repair, renovation, or replacement of Site 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.

3.5 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 Site Improvements according to the Site Plan set forth in Exhibit "C" and in accordance with the Common Vision. MUSC will pay for the Site and for all Site Improvements except for the costs of sidewalks, bikeways, landscaping and lighting at standard grade, payment for which is the responsibility of the City pursuant to the Development Agreement, §4.3(b)(ii). The City's costs for these improvements shall not exceed the amount set forth in the budget for City Funded Public Infrastructure allocated to Park Site Improvements. MUSC shall pay for any desired upgrades to the Site Improvements. Commencement of construction of Site Improvements shall occur no later than May 1, 2018 and construction must be complete no later than September 30, 2019.

4.2 Project Construction Management. MUSC will be responsible for all aspects of construction of the 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 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 Site Improvements and the City shall promptly inspect the Park 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 Improvements contemplated by this Agreement for the Park 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 Site Improvements at its own expense.

4.5 Failure to construct the Park. MUSC understands that construction of the Park 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.

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.

6.1 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 \$_____ together with annual interest at the rate of ____% (the "Termination Fee") in the event the City terminates this Agreement due to an Event of Default (as defined below).

6.2 Parties agree that this Parkland Agreement will be filed and recorded upon execution and shall serve as the recordable Covenant until MUSC or an affiliate has become fee title owner and filed a separate Covenant.

6.2 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 in the vicinity of 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 disclaimer 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 Cityr with respect to the existence or nonexistence on or in the vicinity of the Park 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 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 Site Improvements or to proceed with due diligence to complete the 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 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 of 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

MUSC Holdings, LLC

By: _____

Title: Mayor

By: _____

William W. McGuire

Managing Member

By: _____

Title: Director, Department of Parks and Recreation

By: _____

Title: Director, Department of Public Works

Approved as to form:

Assistant City Attorney

AGREEMENT EXHIBITS

Exhibit A - Site Legal Description

Exhibit B – The Dedication

Exhibit C - Site Plan

Exhibit A

Site Legal Description

Exhibit B

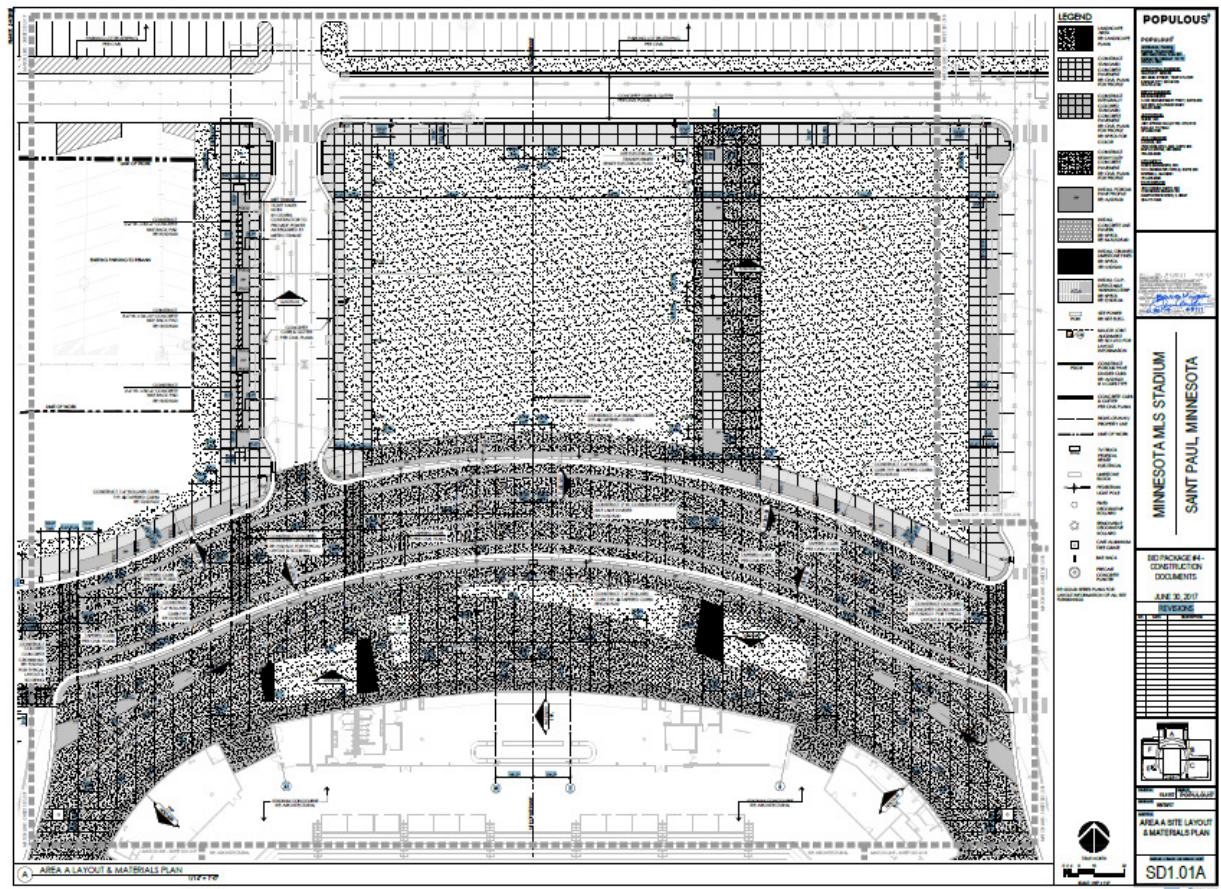
The Dedication

[Who is drafting the Dedication?]

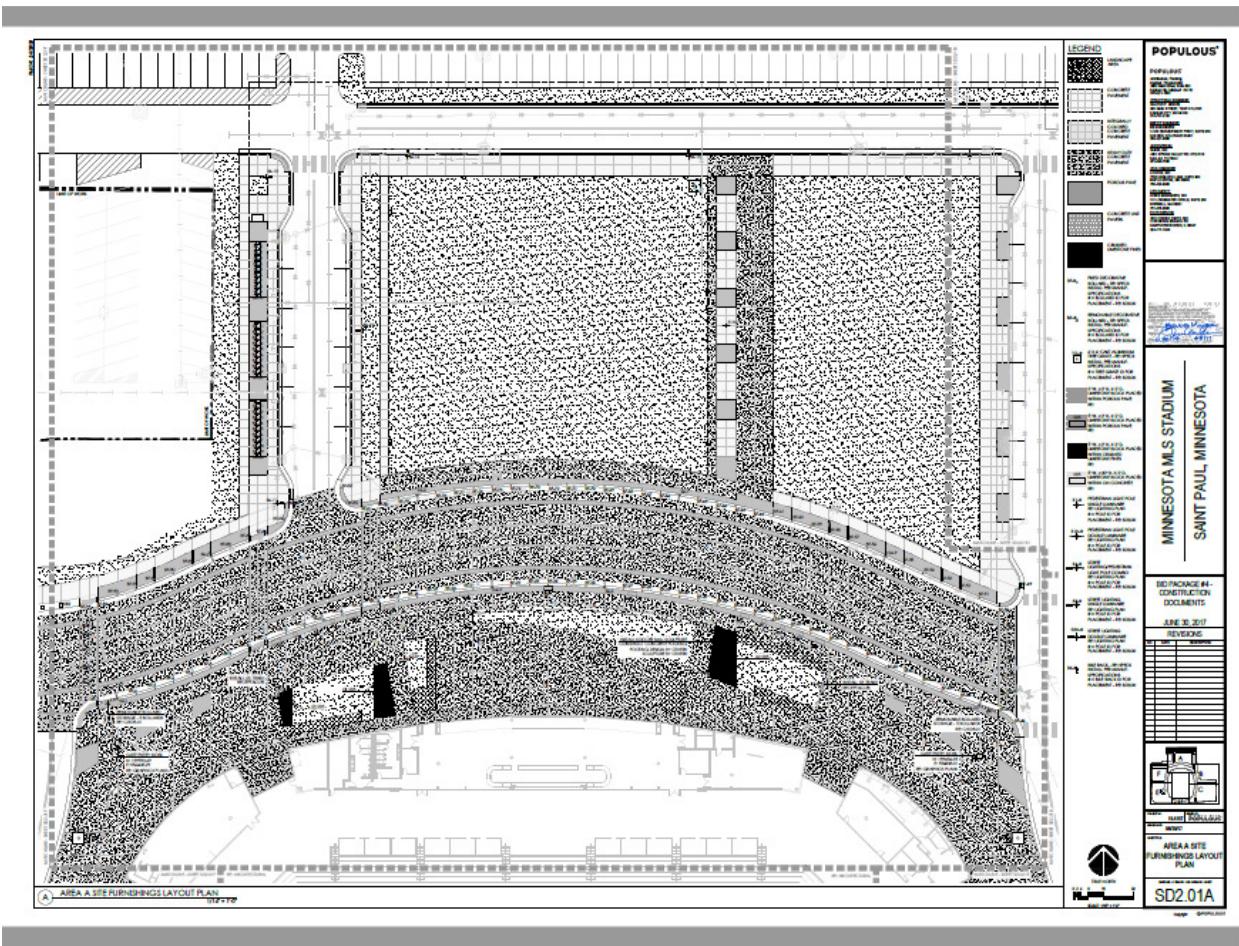
Exhibit C

Site Plan

Site Layout Materials



Site Finishings Layout



Landscaping Plan

