

## **PARKING SPACE LICENSE ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Parking Space License Assignment and Assumption Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 2022, by and between the Housing and Redevelopment Authority of the City of Saint Paul, a body corporate and politic organized under Minn. Stat. Chapter 469 (the “HRA”) and Minnesota United Soccer Club, LLC, a Minnesota limited liability company (the “Club”). The parties identified in the preceding sentence are sometimes referred to individually as a “Party,” or collectively as the “Parties.”

### **RECITALS**

WHEREAS, the HRA entered into that certain license agreement dated December 18, 2019 (the “License”), a copy of which is attached hereto as Annex A, with Spruce Tree Centre LLP (“Spruce Tree”), the owner of the parking structure commonly known as the Spruce Tree Parking Ramp which is located at 1607 Spruce Tree Drive, Saint Paul, Minnesota (the “Ramp”); and

WHEREAS, under the License, the HRA obtain a license to use two hundred (200) parking spaces in the Ramp to be used in conjunction with certain events at the City of Saint Paul’s (“City”) soccer stadium site generally located within the neighboring superblock bounded by Snelling Avenue, University Avenue West, Pascal Street North and St. Anthony Avenue within the City of Saint Paul, Minnesota and currently known as Allianz Field (“Allianz Field”); and

WHEREAS, under Section 5(a) of the License, the HRA has the right to assign its rights and obligations under the License to the Club, which operates the MLS professional soccer team in Minnesota operating at Allianz Field; and

WHEREAS, the Club desires to receive an assignment of the HRA’s rights to use up to the two hundred (200) parking spaces in the Ramp under the License and to assume all of the HRA’s obligations under the License beginning with the 2022 calendar year.

NOW, THEREFORE, in consideration of the forgoing recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings, and covenants hereinafter set forth, the HRA and Club hereby agree as follows:

### **AGREEMENT**

- 1. Assignment.** Pursuant to Section 5(a) of the License, the HRA will assign, and the Club will accept the assignment, of the HRA’s license to use two hundred (200) parking spaces in the Ramp available to the HRA under the License (or such lesser number of spaces as determined by the Club and permitted in the License) for events at Allianz Field beginning with the 2022 calendar year and continuing during the balance of the term of the License on the terms and conditions provided in the License.
- 2. Notice to Spruce Tree.** The HRA and the Club will jointly provide Spruce Tree notice of said assignment by the HRA to the Club and assumption by the Club of the HRA’s

obligations under the License. Further, the Club will provide Spruce Tree a schedule of the Club's soccer matches each year and any other events in Allianz Field beginning with calendar year 2022 and will provide notice to Spruce Tree of which matches and other events that it will use up to two hundred (200) spaces available in the Ramp, all in accordance the terms and conditions of the License.

- 3. Terms and Conditions of the License.** The Club will comply with the all terms and conditions of the License applicable to the Club's use of the two hundred (200) parking spaces (or such lesser number of spaces as determined by the Club and permitted in the License) in the Ramp for events at Allianz Field beginning with calendar year 2022, including but not limited to, paying for such use pursuant to Section 3(a) of the License directly to Spruce.
- 4. Spruce Designee.** The Club will work directly with the personnel designated by Spruce Tree to coordinate the Club's use of the two hundred (200) parking spaces (or such lesser number of spaces as determined by the Club and permitted in the License) in the Ramp during the term of the License beginning with the 2022 calendar year as contemplated in the License.
- 5. Defense and indemnity.** The Club will defend, indemnify, and hold harmless the HRA, the City, and their respective representatives, officials, and employees from and against any and all claims, costs, judgments, or awards in connection with the assignment contemplated herein and the Club's ultimate use or non-use of the two hundred (200) parking spaces (or such lesser number of spaces as determined by the Club and permitted in the License) in the Ramp under the License beginning with the 2022 calendar year.
- 6. Counterparts.** This Agreement may be executed in multiple counterparts all of which taken together shall constitute one in the same agreement, and the signature page of any counterpart may be removed therefrom and attached to any other counterpart.
- 7. Electronic Signatures.** The electronic signature of the authorized officers or either party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party hereto. An electronically signed copy of this Agreement shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign, Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, this Agreement has been executed by the parties the day and date first above written.

**HOUSING AND REDEVELOPMENT  
AUTHORITY OF THE CITY OF SAINT PAUL,  
MINNESOTA**

By: \_\_\_\_\_  
Title: Chair or Commissioner

By: \_\_\_\_\_  
Title: Executive Director

By: \_\_\_\_\_  
Title: Director, Office of Financial Services of the City

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**MINNESOTA UNITED SOCCER CLUB, LLC**

By \_\_\_\_\_  
Maureen B. Smith, Chief Operating Officer

*This signature page is attached to the Parking Space License Assignment and Assumption Agreement between the HRA and Minnesota United Soccer Club, LLC.*

Copy of License