

**PARKLAND AGREEMENT FOR SCULPTURE PLAZA
BY AND BETWEEN
THE CITY OF SAINT PAUL
AND
SNELLING-MIDWAY REDEVELOPMENT, LLC**

THIS PARKLAND AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Saint Paul, MN ("City"), and SNELLING-MIDWAY REDEVELOPMENT, LLC, a Minnesota limited liability company ("SMR" and collectively with the City called the "Parties" and each individually called a "Party").

ARTICLE 1

RECITALS AND STATEMENT OF INTENT

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

1.2 SMR desires to redevelop the Snelling Midway superblock in Saint Paul, Minnesota surrounding the Stadium. The redevelopment will be called United Village. As part of the first phase of United Village, SMR wishes to design and construct certain commercial and retail improvements, structured and surface parking to serve the improvements, a sculpture plaza and a playground area.

1.3 SMR desires to plat the land upon which United Village would be constructed and operated and therefore, pursuant to Saint Paul Legislative Code Chapter 69 a preliminary plat application by SMR was made to the City for the said land which was approved by the City for the land described therein on September 20, 2023 in Council File No. RES PH 23-227.

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

1.5 SMR has proposed public improvements for a sculpture plaza on Outlot A (0.91 acres) in Exhibit "A" hereto (the "Park") which is the subject of this Agreement between the City and SMR which has the land rights to Outlot A.

1.6 The preliminary plat approval contained various conditions including a requirement that no less the 0.72 acres of land for the Park be dedicated and perpetually operated as

privately-owned public space pursuant to the requirements of Saint Paul Legislative Code §69.511(c) and that this Agreement be entered into by SMR and the City.

1.7 The Saint Paul City Council has sole discretion to determine to waive all or a portion of the land dedication required under subdivision (a) of Legislative Code §69.511 and has determined to waive the land dedication requirements under subdivision (a) of Legislative Code §69.511 for the development of United Village in consideration of SMR entering into an agreement for the private development and/or maintenance of land for public use for parks, recreation facilities, wetlands, trails, or open space within the proposed plat, subject to certain conditions as outlined in this Agreement for the Park.

1.8 SMR intends to fulfill said dedication requirement on Outlot A (0.91 acres) in Exhibit "A", through this Agreement and, when filed, a covenant running with Outlot A pursuant to Saint Paul Legislative Code §69.511(c) when such covenant is executed, delivered and filed as provided in Section 6.2.

1.9 This Agreement is being entered into by SMR and the City to fulfill certain requirements of Legislative Code §69.511(c) for the private development and maintenance of Outlot A as a Park.

1.10 The Parties acknowledge that SMR has arranged to install a large iconic sculpture (the "Sculpture") as the centerpiece of the Sculpture Plaza and that the Sculpture is on loan from a private party. In the event the owner of the Sculpture decides to remove the Sculpture from the Sculpture Plaza, SMR may propose that other land within United Village be substituted for the Sculpture Plaza, to satisfy the park dedication requirements for United Village subject to provisions of applicable law including the Saint Paul City Charter and the Saint Paul Legislative Code. The City's Department of Parks and Recreation will work with SMR to assist in advancing any required processes.

NOW, THEREFORE, the City and SMR enter into this 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 SMR's respective obligations to develop, operate, and maintain the 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 SMR and any of its successors and assigns.

2.3 **Common Vision.** The City and SMR share a "Common Vision" that the Park will be developed and maintained by SMR pursuant to this Agreement as a sculpture plaza 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 a plaza for an iconic sculpture and gateway to United Village and Allianz Field 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.
- c. Provide vibrant green space for the neighborhoods around the United Village development 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) of said section 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 and MUSC and amendments thereto.

2.6 Park. That tract of land identified as Outlot A 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, lighting 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 as set forth in Exhibit "B" hereto subject to such revisions as SMR may reasonably determine.

2.8 Plat. The preliminary plat (Exhibit "A").

2.9 Sculpture. The large sculpture selected by SMR to be the centerpoint of the Park that is owned by a third party and loaned to SMR to be displayed in the Park.

2.10 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 as set forth in Exhibit "C" hereto subject to such revisions as SMR may reasonably determine.

2.11 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 consistent with Exhibit "B" and Exhibit "C". In

the event that material design or any other material change to the approved Site Plan are contemplated by SMR 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 which shall not be unreasonably withheld, delayed or conditioned.

2.12 Use Agreement. The Playing and Use Agreement dated April 1, 2016 by and between the City and Minnesota United Soccer Club, LLC (“MNUFC”) and amendments thereto.

ARTICLE 3

DESIGN AND MAINTENANCE OF THE PARK

3.1 Design of the Park. The design for the Park is set forth in Exhibit “B” hereto. Material changes to the Exhibit “B” which would materially alter its use as a public amenity will be communicated to the City for review and approval which will not be unreasonably withheld, delayed or conditioned. If the City determines that additional community review is needed it will have the right to require such review and be responsible for coordination of such review.

3.2 Park Maintenance, Repairs, Renovation or Replacement following Dedication. In furtherance of the Common Vision, SMR 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 SMR and submitted for review and approval to the City’s Department of Parks and Recreation within a reasonable period of time not to exceed one (1)-year following the execution of this Agreement. The Maintenance Manual shall then be incorporated by reference and made a part of this Agreement.

ARTICLE 4

CONSTRUCTION OF THE PARK

4.1 Construction of Site Improvements. SMR will construct the Park and Site Improvements according to the Site Plan. SMR will pay for all Park and Site Improvements. Subject to any delay caused by a force majeure event, commencement of construction of Park and Site Improvements shall occur no later than May 1, 2024 and construction must be complete no later than December 31, 2024, provided that the completion date shall be December 31, 2025 if SMR is not able to perform the earthwork for the Park Improvements before the ground freezes at the beginning of the 2023- 2024 winter. Subject to timely approval of the Site Plan and the Plat and receipt of the necessary permits from the City, SMR desires to commence construction of the Park in the fall of 2023 and complete the construction by the end of May, 2024. Force majeure events are events, occurrences or circumstances beyond SMR’s reasonable control, including but not limited to weather, work stoppages and vendor delays.

4.2 Project Construction Management. SMR 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. SMR 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. SMR 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 SMR in writing of any items that are not in material compliance with the Site Plan and need correction. The City shall provide a certificate of completion once all corrections are made which SMR may record if it so chooses.

4.3 Compliance with Law. SMR will cause all construction to be performed in accordance with federal, state, and local laws, ordinances, rules, and regulations and shall require contractors to obtain permits, licenses, insurance, bonds, and/or approvals as needed to complete the Site Improvements. SMR 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, SMR shall be required to replace the Park and any Park Improvements at its own expense. SMR shall also replace or repair any damaged or destroyed Site Improvements at its own expense.

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

ARTICLE 5

USE AND OPERATION OF THE PARK

5.1 Public Forum. SMR 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 lawfully 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. SMR will not cause someone to be removed from the Park who is lawfully exercising their First Amendment rights.

5.2 Permitting Policy. SMR 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 (which approval will not be unreasonably withheld, delayed or conditioned) the policy which will be attached as Appendix A to this Agreement. This

provision is not intended to impose an affirmative duty on SMR to allow any specific private uses of the Park by the public.

5.3 Rights of SMR. SMR shall have, (a) 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 SMR 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 (b) 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. SMR shall retain all revenues and other benefits payable or to be provided by the naming rights sponsor for the Park. SMR shall not have the right to close the Park to public access for its own exclusive use.

5.4 Advertising. SMR 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.

5.5 Signage. Any signs installed in the Park must conform to City zoning requirements. In no event may billboards or permanent advertising signs be erected in the Park; provided that signage recognizing the naming rights sponsor of the Park shall not be considered a permanent advertising sign. SMR 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 SMR determine necessary to communicate public access. SMR shall have the right to display a sign no larger than four feet by four feet providing the name of the Sculpture, the name of the sculptor, and background information on the Sculpture and the sculptor in such location on the Park as SMR reasonably determines.

5.6 Stormwater and City Water Systems. The City will permit, without any fees or costs, the Park to (i) hook up to the Snelling-Midway Infrastructure Stormwater Management District and to the City water service, and (ii) use the recycled water that the Snelling-Midway Infrastructure Stormwater Management District is to produce or the City water service to water the grass areas and trees in or surrounding the Park or the Site Improvements or for any drinking water if provided in the Park.

5.7 Utilities. SMR shall be responsible for installation of all utilities and infrastructure necessary for operation of the Park and for ongoing payment of services and utilities for the Park, including but not limited to gas, electricity, water, garbage collection and recycling, except as provided in Section 5.6.

5.8 Park Rules. SMR 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 the Park, and that the restrictions are content-neutral if they effect a user's First Amendment expression. Rules for use of the Park must be approved by the City which approval will not be unreasonably withheld, delayed or conditioned.

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

5.10 Intellectual Property Rights. Neither the City nor SMR shall have any intellectual rights in the Sculpture and they shall be exclusively retained by the sculptor and the owner of the Sculpture, each of who shall have a non-exclusive, perpetual and royalty free right to take and disseminate pictures of the Sculpture in the Park.

5.11 Annual Audit. The Department of Parks and Recreation shall annually report to the Saint Paul City Council on SMR'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 SMR will be able to comply with the requirements for public use going forward or if ownership of 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). SMR 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 SMR 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 SMR has a long-term lease on the Park land and intends to acquire fee title to the Park land but SMR is not currently the owner of the Park land. SMR covenants and agrees that once SMR or an affiliate of SMR becomes the fee title owner of the land where the Park is located, SMR will promptly cause the Recordable Covenant to be executed, delivered and filed of record. Unless and until SMR has recorded the Recordable Covenant, SMR agrees to pay in accordance with Section 9.2 the City a greenspace dedication fee in the amount of \$1,094,030.00 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 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 SMR or an affiliate has become fee title owner and filed a separate Recordable Covenant to replace this Agreement of record.

6.4 In the event of a termination of this Agreement after SMR or an affiliate has acquired fee title to the Park, SMR 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 SMR 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, except as may arise from the failure of the City to comply with its obligations under this Agreement.

7.2 SMR shall provide at its own cost and expense, liability insurance covering the Park naming the City as an additional insured thereon. Insurance shall cover injury to persons or property in an amount not less than \$1,500,000 per occurrence, and \$2,000,000 aggregate. SMR shall be obligated to maintain such coverage in full force and effect at all times.

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

7.4 SMR 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, SMR 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 SMR 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 SMR 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 constitute Events of Default by SMR:

(a) Failure by SMR 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 SMR 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 Section 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 SMR 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 SMR.

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

(e) Failure by SMR 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 SMR 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 SMR and not discharged within 90 days or SMR makes an 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 Recordable Covenant has been filed, the Park shall transfer to the City as therein provided, (2) if the Recordable Covenant has not been filed and SMR is the owner of the Park, SMR shall transfer the Park to the City pursuant to a limited warranty deed, or (3) if clauses (1) and (2) are not applicable, SMR shall pay the Termination Fee to the City if the Event of Default occurs prior to completion of the Site Plan or SMR shall pay the Termination Fee to the City if the Event of Default occurs after completion of the Site Plan. 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

MISCELLANEOUS

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

10.2 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.

10.3 Property Taxes. The Park shall not be subject to property taxes, assessments, and fees.

10.4 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.

10.5 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.

10.6 Assignments. SMR 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 SMR may delegate any of its rights or obligations under this Agreement to MUSC or MNUFC but no such delegation shall relieve or release SMR of its obligations under this Agreement. The respective rights and obligations of SMR under this 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.

10.7 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.

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

10.9 Acknowledgment. The City acknowledges that this Agreement partially satisfies the obligations of SMR for its obligations in connection with the development of United Village with respect to the green space defined in the Master Plan.

10.10 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.

10.11 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

SMR:

William W. McGuire, Managing Member
Snelling-Midway Redevelopment, LLC
730 Second Avenue South, Suite 1450
Minneapolis, MN 55402

With a copy to:

Bruce J. Parker
Kaplan, Strangis and Kaplan, P. A.

15 West Kellogg Blvd.
Saint Paul, MN 55102

730 Second Avenue South, Suite 1450
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

SNELLING-MIDWAY REDEVELOPMENT, LLC

By: _____
Mayor

By: _____
William W. McGuire
Managing Member

By: _____
Director, Department of Parks
and Recreation

By: _____
Director of Finance

Approved as to form:

Assistant City Attorney

CITY ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this ___ day of _____, 2023, the undersigned _____, 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.

Signature of Notary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this ___ day of _____, 2023, the undersigned _____, 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.

Signature of Notary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this ___ day of _____, 2023, the undersigned _____, 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.

Signature of Notary

SNELLING-MIDWAY REDEVELOPMENT, LLC ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN

On this ___ day of _____, 2023, the undersigned William W. McGuire, Managing Member of Snelling-Midway Redevelopment,, 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.

Signature of Notary

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 – Preliminary Plat

Exhibit B – Park Improvements

Exhibit C – Site Improvements

Exhibit A
Preliminary Plat

Exhibit B

Park Improvements

Exhibit C

Site Improvements