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## URBAN PARK USE AGREEMENT

**THIS URBAN PARK USE AGREEMENT** (this “**Agreement**”) is made and is effective the 10<sup>th</sup> day of February, 2014, by RYAN COMPANIES US, INC., a Minnesota corporation (“**Owner**”) and MINNESOTA SPORTS FACILITIES AUTHORITY, a public body and political subdivision of the State of Minnesota (“**MSFA**”).

### RECITALS:

A. MSFA is the owner of certain real property located in Minneapolis, Minnesota, legally described on **Exhibit A** (the “**Stadium Property**”). MSFA intends to construct a multi-purpose stadium on the Stadium Property (the “**Stadium**”).

B. Vikings, as defined below, have certain rights to use the Stadium and the Stadium Property pursuant to the Stadium Use Agreement, as defined below.

C. Owner proposes to concurrently develop five (5) blocks adjacent to the Stadium as a mixed-use project that will include office space, a parking ramp, multi-family housing, retail space, skyway connections and a park/plaza/open space and, pursuant to a separate agreement, Owner has agreed to convey the portion of the development that is legally described on **Exhibit B** (the “**Urban Park**”) to the City of Minneapolis, a Minnesota municipal corporation (“**City**”) (or to City’s designee) and City has agreed to accept a conveyance of the Urban Park (or to cause its designee to accept a conveyance of the Urban Park), subject to the use rights granted to MSFA and other terms and conditions set forth in this Agreement.

D. City and the Minneapolis Park and Recreation Board (“**MPRB**”) are jointly developing plans for the ownership and operation (including costs of operation and maintenance) of the Urban Park, consistent with the City Charter, to be set out in a separate agreement or action, which agreement or action will acknowledge that the Urban Park is subject to the provisions of this Agreement.

E. This Agreement is supported by mutual consideration and undertakings as provided in separate agreements by and between or among Owner, MSFA, City and Vikings, including without limitation MSFA’s dedication of parking revenues from two MSFA parking

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ramps to payment of debt service on City bonds issued to finance the purchase of the Urban Park.

F. The terms of this Agreement are subject to all applicable constitutional provisions, laws and ordinances.

G. The provisions of this Agreement shall govern use of the Urban Park by MSFA and the Vikings notwithstanding any conflicting or inconsistent rules, regulations or procedures otherwise applicable to such urban parks in the city of Minneapolis.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and for other valuable consideration, the parties agree as follows:

1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

***“Additional Events”*** has the meaning set forth in Section 3(g) of this Agreement.

***“Booked”*** means the date the applicable event is scheduled and confirmed with a signed contract or, in the case of MSFA Events and Vikings Events, either (i) written confirmation or (ii) the schedule for the upcoming NFL/MLS season has been provided to Operator.

***“City”*** has the meaning set forth in the Recitals.

***“Compensatory Event”*** means an MSFA Event using the Urban Park that is not primarily held in the Stadium building.

***“Easterly Block”*** means the portion of the Urban Park legally described on **Exhibit C-1**.

***“Existing Buildings”*** has the meaning set forth in Section 29 of this Agreement.

***“Expected MSFA Event and Other Vikings Events”*** means an MSFA Event and Other Vikings Event that MSFA or the Vikings, as applicable, expect may occur at the Stadium or Stadium Plaza based on historical booking, discussions with promoters or league/collegiate officials or the scheduling of a known event that has yet to occur. Such events shall only include those events that are held in conjunction with the Stadium or Stadium Plaza.

***“Force Majeure”*** shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, governmental action, material shortages, strikes, boycotts, lockouts or labor disputes, any other similar or like event or occurrence, or any other event or occurrence beyond the reasonable control of a party hereto, that causes such party

to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

**“Incremental Expenses”** means measurable incremental expenses specifically related to an MSFA Event or Vikings Event, including metered utilities, snow and ice removal beyond the public walkways, and all expenses incurred by Operator for restoration of the Urban Park not reimbursed by MSFA or the Vikings insurance, as applicable, to the same condition as prior to the event and may include the replacement of the surface of the Urban Park or some other feature of the Urban Park if Operator and MSFA determine that it is unreasonable to continue to simply restore the Urban Park to the same condition. Incremental Expenses may include a reasonable charge for staff expenses with respect to arranging for estimates and repairs. Such reasonable charges will be established annually with the review and approval of MSFA, which approval shall not be unreasonably withheld. Incremental Expenses does not include, except as specifically provided in this Agreement, Operator staff time, salaries and benefits, Operator administrative costs and overhead, Operator costs of insurance (except as noted above), any fee for a permit for the use of the Urban Park, including any application, rental or participation fees or other fees, deposits, bonds, charges, or costs or assessments, or any percentage of revenues from concessions.

**“Long-Term Period”** has the meaning set forth in Section 3(b)(i) of this Agreement.

**“Major Event”** means a significant event in the city or an event that is tied to a unique, reoccurring or other prominent event in the city.

**“MPRB”** has the meaning set forth in the Recitals to this Agreement.

**“MLS”** has the meaning set forth in Section 3(b)(v) of this Agreement.

**“MSFA”** means Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota and its successors in title to the Stadium Property.

**“MSFA Events”** has the meaning set forth in Section 2 of this Agreement.

**“Near-Term Period”** has the meaning set forth in Section 3(b)(vii) of this Agreement.

**“NFL”** has the meaning set forth in Section 2 of this Agreement.

**“Operator”** means the operator of the Urban Park pursuant to an agreement with Purchaser or its assignee.

**“Operator Event”** means an event held on behalf of another person or entity that is Tentatively scheduled or Booked for use of the Urban Park through the Operator.

***“Other Significant Events”*** means the NCAA Final Four, NCAA Football Championships, Other NCAA Championships, political conventions and other events that have an organized local, regional or State effort to attract.

***“Other Vikings Events”*** has the meaning set forth in Section 2 of this Agreement, and specifically shall only include events that are associated with (i) a Vikings sponsored event that arises from the Vikings status as an NFL team or the business of professional football; or (ii) a sponsorship agreement to which the Vikings are a direct party with a third party and such event is one of several sponsorship elements provided as part of that third-party sponsorship; provided, by way of clarification, the Vikings shall not use the Urban Park solely for booking one event with a person or entity on a one-time basis without other (non-Urban Park) sponsorship elements; or (iii) a charitable event sponsored by the Vikings and a charitable organization. If a Vikings-affiliated MLS franchise enters into a use agreement for the Stadium, the MLS franchise shall be automatically added to and be interchangeable with the Vikings in the “Other Vikings Events” definition above. The “Competitive Events” provision set forth in Section 3.5(h)(ii) of the Stadium Use Agreement shall be the standard used by MSFA to determine whether the “Other Vikings Event” is competitive with MSFA when scheduling the Vikings use of the Urban Park, as if the Urban Park were part of its Stadium infrastructure and incorporated into such Section 3.5(h)(ii), and the Vikings shall schedule use of the Urban Park through MSFA in compliance with said section. By way of clarification, the Vikings may only use some combination of the Stadium, Stadium Plaza and/or Urban Park up to ten (10) days per calendar year for Other Vikings Events.

***“Owner”*** means Ryan Companies US, Inc., a Minnesota corporation, and its successors in title to the Urban Park, each during its or their period of fee ownership.

***“Parties”*** means Owner and MSFA.

***“Purchaser”*** means City, if City acquires title to the Urban Park, or City’s assignee or designee, if City’s assignee or designee acquires title to the Urban Park.

***“Reasonable Expectation”*** means MSFA has a demonstrable expectation of hosting an event during a particular timeframe based on historical booking and scheduling of events, discussions with promoters or league/collegiate officials or the scheduling of a known event that has yet to occur.

***“Remaining Buildings”*** has the meaning set forth in Section 29 of this Agreement.

***“Stadium”*** has the meaning set forth in the Recitals to this Agreement.

***“Stadium Property”*** has the meaning set forth in the Recitals to this Agreement.

**“Stadium Use Agreement”** means that certain an Amended and Restated Stadium Use Agreement between MSFA and Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company executed on November 22, 2013, to be effective as of October 3, 2013, as amended by that certain First Amendment to Amended and Restated Stadium Use Agreement between MSFA and Minnesota Vikings Football Stadium, LLC dated of even date herewith and as the same may be further amended, restated, replaced or assigned from time to time. To provide record notice of the Stadium Use Agreement, MSFA and Minnesota Vikings Football Stadium, LLC executed a Memorandum of Stadium Use Agreement on November 22, 2013 and recorded it in the offices of the Hennepin County Registrar of Titles and the Hennepin County Recorder on November 25, 2013 as Document Nos. T05134954 and A10031329, and executed a First Amendment to Memorandum of Stadium Use Agreement dated of even date herewith and recorded it in the offices of the Hennepin County Registrar of Titles and the Hennepin County Recorder on February 12, 2014 as Document Nos. T5152293 and A\_\_\_\_\_.

**“Tentative”** means the applicable date is being held for scheduling but is subject to release. A date is Tentative until it has been Booked.

**“Urban Park”** means the real property legally described on **Exhibit B**.

**“Vikings”** means individually and collectively, Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company, as the holder of certain rights to use and possess the Stadium Property and other “Stadium Infrastructure,” as defined in the Stadium Use Agreement, pursuant to the terms of the Stadium Use Agreement and any successors to or assignees of Minnesota Vikings Football Stadium, LLC’s rights under the Stadium Use Agreement including, but not limited to, Minnesota Vikings Football, LLC, a Delaware limited liability company.

**“Vikings Events”** has the meaning set forth in Section 2 of this Agreement.

**“Vikings NFL Home Games”** has the meaning set forth in Section 2 of this Agreement.

**“Westerly Block”** means the portion of the Urban Park legally described on **Exhibit C-2**.

2. **Use Rights.** Subject to the terms and conditions of this Agreement, Owner hereby grants to MSFA, as an appurtenance to the Stadium Property, the right (a) for MSFA to use the Easterly Block of the Urban Park for up to forty (40) days per calendar year (“**MSFA Events**”) and (b) for the Vikings to use the Easterly Block and Westerly Block of the Urban Park during all of the Vikings’ National Football League (“**NFL**”) home games, including preseason, regular season, playoff and championship football games each NFL season, which total number shall not exceed sixteen (16) games per NFL season during the term of this Agreement (“**Vikings NFL Home Games**”), and up to ten (10) additional days per calendar year (“**Other Vikings Events**”),

Vikings NFL Home Games and Other Vikings Events are collectively referred to herein as “**Vikings Events**”). The use rights granted pursuant to this Section 2 may not be exercised before the earlier of (a) the date the Purchaser acquires fee title to the Urban Park from Owner; or (b) July 1, 2016.

3. Policies and Procedures for Use of the Urban Park.

(a) Scheduling for Vikings NFL Home Games.

(i) Vikings NFL Home Games. The Vikings will have use of the Urban Park for all of the Vikings NFL Home Games each NFL season. MSFA (by itself or through the Vikings) will provide Operator with the NFL schedule for the then upcoming NFL season within seven (7) days after release of such schedule by the NFL. Upon receipt of the upcoming season’s NFL schedule, all dates set forth in the schedule, including preseason, regular season, postseason, playoff and championship games, shall be treated as Booked and shall not be used for any other events or activities without the approval of MSFA on behalf of the Vikings. Further, following an NFL season in which the Vikings have won the Super Bowl, the Urban Park shall be deemed Booked as a Vikings NFL Home Game for the date of the upcoming season’s home opener as determined by the NFL.

(ii) Flexible Scheduling. As a part of the NFL schedule, the Parties recognize that the NFL uses “flexible scheduling” in accordance with rules adopted by the NFL from time to time. As of the date of this Agreement, during the “flexible scheduling” period the corresponding Thursday, Saturday and Monday adjacent to the scheduled Vikings NFL Home Game shall be considered Booked for the Easterly Block until such dates are released by MSFA on behalf of the Vikings. At any time the NFL revises or amends its flexible scheduling rules to identify additional days that may be scheduled as flex days, the corresponding days then determined by the NFL and which are adjacent to the scheduled Vikings NFL Home Game shall be considered Booked until such dates are released by MSFA on behalf of the Vikings. Operator shall have the right to Book an Operator Event on the dates held for “flexible scheduling” on the Westerly Block (if within the Near-Term Period and according to scheduling priority under Section 3); **provided, however**, that any such Operator Event Booked on the Westerly Block shall be subject to rescheduling or relocation if MSFA on behalf of the Vikings so requests. The Vikings, through MSFA, will pay the actual costs incurred by Operator to reschedule or relocate such Operator Event previously Booked on the Westerly Block; provided that the Operator shall endeavor in good faith to minimize such costs. If a “flexible scheduling” date is Booked by the Vikings (*i.e.*, the date is confirmed by the NFL as rescheduled to a flexible scheduling date), MSFA shall release the date Booked for the previously scheduled Vikings NFL Home Game for use by Operator or MSFA.

(iii) Rescheduled Vikings NFL Home Game. In the event a Vikings NFL Home Game is rescheduled by the NFL after such schedule has been

delivered to Operator, MSFA will provide Operator with the amended NFL schedule within seven (7) days after receipt of such schedule by the Vikings and if such date is not otherwise Booked, the date of the rescheduled game shall be considered Booked as a Vikings NFL Home Game. If Operator has an event Booked for the rescheduled date(s), Operator will change the date(s) of the Operator Event to alternative date(s) or relocate the Operator Event to an alternative location. The Vikings, through MSFA, will be responsible to pay the actual costs incurred by Operator to reschedule or relocate such Operator Event; provided that Operator shall endeavor in good faith to minimize such costs.

(iv) Postseason. During each NFL season, the Urban Park will be deemed Booked for potential postseason Vikings NFL Home Games, including all playoff and championship games, until such time as the Vikings have been eliminated as a possible participant in such game or games as the home team, or it has been finally determined by the NFL that such game or games are to be played elsewhere. As soon as reasonably practicable, MSFA will provide Operator with notice of release for any post-season dates Booked for the then current NFL season upon notification by the Vikings to MSFA.

(b) Scheduling for MSFA Events, Other Vikings Events and Operator Events. The scheduling of events shall be subject to the following conditions:

(i) Long-Term Period. MSFA and the Vikings will have priority scheduling of the Urban Park for MSFA Events and Other Vikings Events for the period of time more than four (4) months prior to the requested date (“Long-Term Period”).

(ii) Long-Term Period Scheduling. Upon request by MSFA to schedule an MSFA Event and Other Vikings Event date(s) as Tentative, MSFA will advise Operator of the event and the requested date(s) along with an anticipated timeline for when the Booking will be finalized. As soon as the Booking is finalized, MSFA will advise Operator of the event date and as many event details as are reasonably known at that time. Such MSFA Events and Other Vikings Events shall be Booked four (4) months before the event date or such date may be subject to scheduling by Operator for an Operator Event in accordance with the Near-Term Period scheduling policy below.

(iii) Major Events. Notwithstanding the foregoing, MSFA understands the desire to maximize public events within the Urban Park and will use best efforts to accommodate requests by Operator for the scheduling of Major Events more than four (4) months in advance of the requested date. Operator shall advise MSFA of the date of such event as soon as possible and the date will be scheduled as a Tentative date, so long as (a) MSFA does not have an MSFA Event or Other Vikings Event Booked in conflict with the requested date or (b) MSFA does not have a Reasonable Expectation of hosting or conducting an event for the requested date. MSFA shall have fourteen (14) days to provide a Reasonable



Expectation of hosting or conducting a Vikings NFL Home Game, MSFA Event or Other Vikings Event on the Operator- requested date, in which case the Operator Event will not be Booked. The notice of Reasonable Expectation will identify the anticipated event and an anticipated timeline for the booking of the anticipated event. MSFA will also provide notice to Operator as soon as practicable once it no longer has such a Reasonable Expectation. If notice of a Reasonable Expectation is not provided within fourteen (14) days (or upon notice that MSFA no longer has a Reasonable Expectation), the Major Event may be Booked by Operator.

(iv) Super Bowl and Other Significant Events. Upon selection by the NFL as a potential Super Bowl host city for any NFL season or Other Significant Event, the entire Urban Park, or in the case of Other Significant Events, such portion of the Urban Park proposed for such event, will be deemed Booked for a period of time designated by the NFL or MSFA as adequate to prepare for and host Super Bowl-related or Other Significant Event-related activities in the Urban Park.

(v) Super Bowl or MLS Cup Celebration. In the event the Vikings win the Super Bowl or the Vikings- affiliated Major League Soccer (“MLS”) franchise wins the MLS Cup, upon request by MSFA to schedule a Super Bowl or MLS Cup celebration, as applicable, MSFA will advise Operator of the event and the requested date(s) along with an anticipated timeline for when the Booking will be finalized. As soon as the Booking is finalized, MSFA will advise Operator of the event date(s) and as many event details as are reasonably known at that time. If Operator has an event Booked for such date(s), Operator will change the date(s) of the Operator Event to alternative date(s) or relocate the Operator Event to an alternative location. The Vikings, through the MSFA, will be responsible to pay the actual costs incurred by Operator to reschedule or relocate such Operator Event; provided that Operator shall endeavor in good faith to minimize such costs.

(vi) Major League Soccer. If a Vikings-affiliated MLS franchise commences use of the Stadium, scheduling and rescheduling for such MLS home games will be consistent with the procedures set forth herein regarding scheduling and rescheduling of Vikings NFL Home Games and will be considered an MSFA Event or Other Vikings Event; provided, however, during April 1 through July 31 of each calendar year, any MLS home game designated as an Other Vikings Event shall be restricted to the Easterly Block.

(vii) Near-Term Period. Operator or MSFA may schedule events for use of the Urban Park within four (4) months prior to the requested date (the “Near-Term Period”).

(viii) Near-Term Period Scheduling. As soon as Operator or MSFA, as the case may be, has an interest in holding date(s) for an MSFA Event, Other

Vikings Event or Operator Event, the requesting party will advise the other of such scheduling request and Operator will hold the date(s) as Tentative. The Parties agree that once a date(s) has been held as Tentative, the scheduling party (MSFA or Operator) will Book the Tentative date for the event within two (2) weeks or the scheduled Tentative date will be released. Once the scheduling of the Tentative date is Booked or not Booked, Operator or MSFA, as applicable, will advise the other of such.

(ix) Expected MSFA Events and Other Vikings Events Booking Exceptions. MSFA will provide Operator notice on an on-going basis, but no later than four (4) months in advance, of Expected MSFA Events and Other Vikings Events date(s); provided, however, that nothing in this Section 3(b)(ix) will prohibit scheduling in the Near-Term Period pursuant to Section 3(b)(viii) for which notice was not provided more than four (4) months in advance. Such Expected MSFA Events and Other Vikings Events date(s) shall be held by Operator as Tentative and Operator shall notify MSFA if such date(s) are being requested for an Operator Event. MSFA shall have fourteen (14) days to Book the Expected MSFA Events and Other Vikings Event date, prior to Operator Booking such date (with the exception of NFL or MLS potential home game dates if the schedule has not yet been released, which Tentative dates will not be released until such schedule has been released). If an Expected MSFA Events and Other Vikings Event date that has been Booked is later cancelled less than four (4) months prior to such event, and Operator is not able to Book such date for an Operator Event or MSFA is not able to Book another MSFA Event or the Vikings are not able to Book another Other Vikings Event, respectively, the date shall be counted as one MSFA Event or Other Vikings Event, as the case may be, for the applicable year; **provided, however**, that this provision shall not apply to cancellations or rescheduling of MLS home games.

(x) Conflict With MSFA Event and Other Vikings Event Date Request. If Operator has an event Booked within the Near-Term Period and MSFA or the Vikings requests such date for an MSFA Event or Other Vikings Event held in connection with the Stadium or Stadium Plaza, then Operator will use its best efforts to work with MSFA or the Vikings, as applicable, to change the date of the Operator Event to an alternative date or to relocate the Operator Event to an alternative location and MSFA or the Vikings, as applicable, will be responsible to pay the actual costs incurred by Operator to reschedule or relocate such Operator Event; provided that Operator shall endeavor in good faith to minimize such costs.

(c) Incremental Expenses and Compensatory Events. Operator will charge only Incremental Expenses for MSFA Events and Vikings Events, except Compensatory Events. For Compensatory Events, Operator agrees to work with MSFA to determine appropriate charges for each Compensatory Event, but the amount of such charges shall not exceed charges imposed for other entities seeking to use the Urban Park for similar types of events.

(d) Collaboration. Operator and MSFA will work in a collaborative and cooperative way with regard to scheduling events to maximize public use and programming for the Urban Park with events by MSFA and Operator that are appropriate for an urban park or plaza in a major downtown area, while also allowing adequate time for un-programmed public recreational use of the open space.

(e) Event Duration. An MSFA Event or Other Vikings Event shall mean a twenty-four (24) hour calendar day and only such time that is reasonably necessary in the calendar day preceding or the calendar day following the event to set-up or take down the event, given the time of day that the MSFA Event or Other Vikings Event is held, unless otherwise agreed to by Operator and MSFA or the Vikings, as applicable. Vikings NFL Home Game and MLS home game events shall mean a seventy-two (72) hour period to allow for temporary structures to be erected and removed, any such temporary structures, however, will be located on the Easterly Block to the extent that the structures will obstruct an area in the Urban Park for longer than twenty-four (24) hours. MSFA will endeavor in good faith to minimize the duration of such set-up or take-down.

(f) Event Schedule Calendar. Operator will provide scheduling software for the Urban Park and will provide MSFA with access to such software. The Parties further agree that a process will be determined for establishing related controls for this scheduling software.

(g) Additional Events. MSFA or the Vikings, as applicable, may schedule additional events (other than MSFA Events or Vikings Events) (“Additional Events”) for use of the Urban Park. Additional Events will be scheduled in coordination with Operator and Operator may charge MSFA or the Vikings, as applicable, for holding such Additional Events. Operator agrees to work with MSFA or the Vikings, as applicable, to determine charges for such Additional Events, but the amount of such charges shall not exceed charges imposed for other entities seeking to use the Urban Park for similar types of events. If the Additional Event is hosted as a community service event, Operator and MSFA or the Vikings, as applicable, will work cooperatively to accommodate such event under terms agreed to specific to that event.

(h) Reciprocal Urban Park and Stadium Plaza Use. Operator may grant to MSFA the right to use any or all parts of the Westerly Block for MSFA Events. MSFA may grant to Operator the right to use any or all parts of the Stadium Plaza areas, as generally depicted on Exhibit D, for Operator Events that do not conflict with MSFA Events and Vikings Events, subject to any applicable contractual requirements or obligations to which MSFA is bound; **provided, however**, that Operator will be required to reschedule or relocate at no cost to MSFA or the Vikings any Operator Event on the Stadium Plaza in the event a scheduling conflict subsequently arises with an MSFA Event or Vikings Event. Each party will be responsible for demonstrated measurable incremental expenses specifically related to such use.

(i) Restricted Access Areas. Certain specific areas within the Urban Park, as reasonably determined by MSFA for MSFA Events and as reasonably determined by the

Vikings for Vikings Events, consistent with legal and constitutional constraints imposed on public spaces, may have restricted access during MSFA Events and Vikings Events, respectively, **provided, however**, that members of the general public will nevertheless have access to the Urban Park other than in those specific restricted areas during MSFA Events and Vikings Events. The site and set-up plan, including but not limited to the locations for temporary facilities and amenities as identified in Section 3(k) and locations where alcohol may be served as set out in Section 3(n) of this Agreement, for MSFA Events and Vikings Events will be provided to Operator no less than seven (7) days in advance of the event or as may otherwise be agreed between Operator and MSFA or the Vikings, as applicable.

(j) Concessions and Merchandising. With the exception of year-round businesses operating in permanent structures in the Urban Park referenced in Section 8 below, MSFA will have exclusive control of, and retain all revenues from (except in the case of Compensatory Events, as applicable), concessions and merchandising on the Easterly Block during MSFA Events and the Vikings will have exclusive control of, and retain all revenues from, concessions and merchandising for the entire Urban Park for Vikings Events or an MLS home game designated as an MSFA Event.

(k) Temporary Facilities and Amenities. Subject to applicable City and MPRB ordinances, MSFA shall be entitled to erect or install temporary facilities and amenities on the Easterly Block during MSFA Events and the Vikings shall be entitled to erect or install temporary facilities and amenities on both blocks of the Urban Park during Vikings Events at locations to be determined by MSFA and the Vikings, as applicable, including, without limitation, tents, tables, chairs, canopies, kiosks, enclosures, fencing, barricades, structures, portable toilets, lighting, staging, signage, sound amplification equipment, generators, water supplies, and other equipment. The temporary facilities and amenities may remain on the Easterly Block or Urban Park, as applicable, during the event only so long as necessary for purposes of erecting, installing and removing the temporary facilities and amenities before and after the MSFA Event or Vikings Event in accordance with Section 3(e). It is understood that MSFA or the Vikings, as applicable, may need to exclude public access to areas required to safely erect or remove the temporary facilities and amenities; any such requirements will be provided to Operator as part of the site set-up plan in accordance with Section 3(i).

(l) Refuse and Recycling Removal. In accordance with applicable ordinances, MSFA and the Vikings, as applicable, will separately contract with a third party for refuse and recycling containers and collection and removal services, at their cost, within the Urban Park for each MSFA Event and Vikings Event scheduled in accordance with Section 3.

(m) Event Security. MSFA and the Vikings, as applicable, will separately contract with a third party for security services, at their cost, within the Urban Park for each MSFA Event and Vikings Event scheduled in accordance with Section 3. For purposes of providing security services there will be an annual review of the security plan for the Urban Park by Operator.

(n) Alcohol. Subject to applicable City ordinances, MSFA shall have the right to utilize its liquor license for purposes of an MSFA Event or Vikings Event scheduled in accordance with Section 3 and to serve alcohol as authorized by the MSFA liquor license within areas defined by MSFA or the Vikings, as applicable, within the Easterly Block or Urban Park, as applicable.

(o) Amplified Sound and Lighting. Subject to applicable City ordinances, MSFA and the Vikings shall be entitled to operate sound amplification and lightning equipment for purposes of any MSFA Event or Vikings Event scheduled in accordance with Section 3.

4. Urban Park Design.

(a) No programming or development within the Urban Park will conflict with or restrict MSFA's use or, through MSFA, the Vikings' use of the Urban Park as set forth in Sections 2 and 3.

(b) Design recommendations for enhancements, if any, to the Urban Park will be developed by a collaborative public process. MSFA and the Vikings will be consulted as part of the process, but will not have any final design approval. The design for the Urban Park will be subject to the following conditions:

(i) Enhancements to the Urban Park will be comparable to the standards for Gold Medal Park, including mature trees, seating, lighting and pavement treatments, but without the mound as developed in Gold Medal Park;

(ii) The Urban Park design will provide for flexible programming of the space with an open core, locating any permanent structures on the perimeter; and

(iii) The Urban Park may include a playing field with high quality durable turf.

(c) The Parties, City, MPRB and Operator will collaborate to explore funding opportunities for any enhancements to the Urban Park, including but not limited to the NFL and Vikings grant program for playing fields, but have no obligation to provide or independently fund any such enhancements.

5. Urban Park Improvements. Operator will maintain the Urban Park at standards consistent with other urban parks located in Minneapolis, Minnesota, including but not limited to the maintenance and mowing of grass and the clearing of snow from public walkways, and shall provide at all times public walkways, seeded grass, drainage, irrigation, electric power (with a minimum of one (1) 400A 208/120V electrical service for concert lighting system and one (1) 250A 208/120V electrical service sound system and both services shall be terminated in a pedestal with outdoor rated cam locks and further provide no fewer than twenty (20) 20A/120V convenience outlets per block to be located throughout the Urban Park) and perimeter street lights with pole-mounted signage brackets. MSFA and the Vikings will not be responsible for

any capital or day-to-day operating and maintenance expenses related to the Urban Park, except as specifically provided in this Agreement.

6. Insurance and Indemnity. Not less than forty-eight (48) hours prior to an MSFA Event or Vikings Event scheduled in accordance with Section 3, including the installation, erection and removal of temporary facilities and amenities for such events occurring on the Urban Park, MSFA or the Vikings, as applicable, will submit a Certificate of Insurance evidencing commercial general liability coverage with per occurrence limits not less than the liability limits set forth in the Minnesota Tort Claims Act, Minnesota Statutes, section 466.04, as amended from time to time, with Operator and Owner, if different, endorsed as additional insureds. MSFA or the Vikings, as applicable, agree to indemnify and hold harmless Operator and Owner, if different, against any claims, losses, damages, liabilities, costs or expenses that Operator or Owner incurs or sustains or for which it may become liable (including, but not limited to, personal and bodily injury to, or death of, persons or damage to property) resulting or arising from an event scheduled in accordance with Section 3, including the installation, erection and removal of temporary facilities and amenities for such events occurring on the Urban Park.

7. Scheduling of Maintenance and Construction Activities. Operator shall not schedule maintenance of the Urban Park that would conflict with an MSFA Event or Vikings Event scheduled in accordance with Section 3, except as occasioned by an emergency or as needed for public safety. The scheduling of all maintenance, renovation and construction activities that would restrict the use of all or a portion of the Urban Park shall be coordinated with MSFA in advance so as not to negatively impact Booked MSFA Events or Booked Vikings Events.

8. Year-Round Businesses. Year-round businesses will be permitted to operate in a permanent structure in the Urban Park with the consent of MSFA, which consent may not be unreasonably withheld, conditioned or delayed. Such year-round businesses shall be of the type or character, not limited to restaurants, at Lake Harriet, Minnehaha Park, Lake Nokomis and Lake Calhoun.

9. Temporary Closing of Portland and Park Avenues. At the sole discretion of MSFA and the Vikings, as applicable, either party may request approval of the applicable road/transportation authority for temporary closing of Portland and Park Avenues during MSFA Events and Vikings Events, which avenues are currently under the ownership and control of Hennepin County. The cost of such closures will be at the expense of the MSFA or the Vikings, as applicable. During any such temporary road closing, ingress and egress access to Stadium-area parking ramps must be maintained.

10. Sidewalk or Street Lane Use. MSFA or the Vikings, as applicable, may apply for a seasonal permit from the City or MPRB, as applicable, to close the parking lane and hood parking meters on the Urban Park-side of the adjacent streets contiguous to the Easterly Block for MSFA Events and contiguous to the Urban Park for Vikings Events for purposes of safety, ingress and egress, and coordination of tailgating, concessions and merchandising. The staging of all concessions and merchandising will be limited to the Urban Park-side of the adjacent streets contiguous to the applicable portion of the Urban Park during MSFA Events or Vikings Events. Issuance of the seasonal permit will be subject to applicable City and MPRB ordinances.

Permit fees will include customary costs and charges for lane use, meter hooding, lost meter revenue and related costs for items such as traffic control by the City.

11. Signage. Operator will not solicit commercial naming rights agreements for all or any portion of the Urban Park. Operator may, but is not obligated to, seek commercial or non-commercial donations, funding and grant opportunities or temporary sponsorships for the Urban Park. Further:

(a) Recognition Signage. Any recognition (in the form of signage or other visible display or markers in the Urban Park) of an entity providing such donations, funding and grant opportunity ("Recognition Signage") must comply with all applicable City ordinances and MPRB ordinances and policies, as they may be amended from time to time, and must be consistent with the Urban Park being a public park and not a commercial enterprise. Any such Recognition Signage will be limited to use of a uniform font (*i.e.*, type-face) of no greater than forty-eight (48) point type, will be prohibited from displaying logos or other trade-marks or trade dress, and no such Recognition Signage that exceeds twelve inches-by-twelve inches (12"x12") in size will be permitted in the Urban Park.

(b) Event Signage. Notwithstanding anything in this Section 11, temporary commercial and non-commercial signage in the Urban Park for MSFA Events, Vikings Events and Operator Events is permitted during the duration of the event.

12. Term. The use rights granted in Section 2 and the other terms of this Agreement expire and are of no further force or effect on the date on which the Stadium Use Agreement, as the same may be renewed or extended from time to time, expires or is terminated; provided, however, that in no event will the term be longer than fifty (50) years. Operator will not change the park/plaza/open space use of the Urban Park during the longer of (a) the term of the Stadium Use Agreement and (b) any renewal term of the Stadium Use Agreement, up to a maximum term of fifty (50) years. Renewal and extension terms of this Agreement will be negotiated between Owner, Operator, if different, and MSFA dependent upon extension of the Stadium Use Agreement.

13. Third Party Beneficiary Rights. Nothing in this Agreement, express or implied, is intended to (a) confer upon any person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement (other than any assignee of City or Operator of the Urban Park) to maintain an action pursuant to or based upon this Agreement; **provided, however**, that during the term and any renewal or replacement term of the Stadium Use Agreement, the Vikings are and shall be an intended third-party beneficiary of this Agreement.

14. Conveyance. Any sale, lease or conveyance of all or any portion of the Urban Park by Owner, Purchaser, City, or Operator will be subject to the terms of this Agreement, specifically that, for the term of this Agreement, (a) the Urban Park will not be reduced in size, (b) the Urban Park will remain as an urban park and (c) any subsequent owner/lessee will be

bound by the terms of this Agreement, including MSFA's and the Vikings' rights and privileges hereunder.

15. Force Majeure. The non-occurrence of any condition under this Agreement shall not give rise to any right otherwise provided in this Agreement when such failure or non-occurrence is due to the occurrence of a Force Majeure event and without the fault of the Party claiming an extension of time to perform or excuse from performance. Without limitation of and in addition to the foregoing, if a Party hereto shall be delayed or hindered or prevented from the performance of any obligation required under this Agreement by reason of a Force Majeure event, then the performance of such obligation shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. An extension of time for any such cause, if any, shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause; provided, however, that if notice by the Party claiming such extension is sent to the other Parties more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. The Party claiming a Force Majeure event shall remedy the Force Majeure event with all reasonable dispatch, and shall make commercially reasonable efforts to avoid the adverse impact thereof and to resolve the event or occurrence once it has occurred in order to resume performance.

16. Notices. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, the next business day if sent by reputable national overnight courier (e.g. UPS or FedEx), or two (2) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this paragraph):

<b><u>TO RYAN:</u></b>	<b><u>TO MSFA:</u></b>
Ryan Companies US, Inc. 50 South 10 <sup>th</sup> Street, Suite 300 Minneapolis, MN 55403 Attn: Rick Collins and Tim Gray  With a copy to:  City of Minneapolis Department of Community Planning and Economic Development 105 Fifth Avenue South, Suite 200 Minneapolis, MN 55401 Attn: CPED Director  and  Minneapolis Parks and Recreation Board 2117 West River Rd N,	Minnesota Sports Facilities Authority 511 11th Avenue South Minneapolis, MN 55415 Attn.: Michele Kelm-Helgen, Chair Facsimile No.: (612) 332-8334 Email: <a href="mailto:michele.kelm-helgen@msfa.com">michele.kelm-helgen@msfa.com</a> Attn.: Ted Mondale, CEO/Executive Director Facsimile No. (612) 332-8334 Email: <a href="mailto:ted.mondale@msfa.com">ted.mondale@msfa.com</a>  With a copy to:  Dorsey & Whitney LLP 50 South 6th Street, Suite 1500 Minneapolis, MN 55402 Attn.: Jay Lindgren Facsimile No.: (612) 340-2660 Email: <a href="mailto:lindgren.jay@dorsey.com">lindgren.jay@dorsey.com</a>



Minneapolis, MN 55411 Attn.: Jayne Miller Superintendent	and  Minnesota Vikings Football Stadium, LLC 9520 Viking Drive Eden Prairie, MN 55344 Attn.: Kevin Warren Vice President of Legal Affairs & Chief Administrative Officer Facsimile No.: (952) 828-6513 Email: <a href="mailto:warrenk@vikings.nfl.net">warrenk@vikings.nfl.net</a>
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Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

17. No Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which the party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

18. Injunctive Relief; Specific Performance. The Parties acknowledge that the rights conveyed by this Agreement and the covenants hereunder are of a unique and special nature, and that a breach or violation of this Agreement shall result in immediate and irreparable harm. In the event of any such actual or threatened breach or violation of this Agreement caused by either party, the party or parties so harmed shall be entitled as a matter of right to an injunction or a decree of specific performance from any equity court of competent jurisdiction without the posting of any bond. The Parties waive the right to assert the defense that a breach of this Agreement can be compensated adequately in damages in an action at law.

19. Additional Documents and Approval. The Parties, whenever and as often as any shall be reasonably requested to do so, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, the Parties shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack, or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened.

20. Amendment. This Agreement may not be modified or amended except by written instrument executed by MSFA and Owner and, if prior to acquisition by Purchaser, consented to by Purchaser.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, notwithstanding its conflicts of law or choice of law provisions. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement and any legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and

venued exclusively in the state courts, Hennepin County, District Court and shall not be removed therefrom to any other federal or state court. The Parties hereby waive personal jurisdiction and venue for all claims and defenses.

22. Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

23. Reformation. If any provision contained in this Agreement is or would be deemed invalid under or would otherwise violate applicable law, such provision shall ipso facto be automatically reformed sufficient to comply with applicable law and such reformed provision shall be enforceable to the fullest extent permitted by applicable law.

24. Time. Time is of the essence hereof with respect to each of the dates, terms and conditions of this Agreement.

25. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be originals and all of which together shall constitute one and the same instrument.

26. Construction. The Parties agree and City acknowledges that this Agreement has been jointly drafted by them. Therefore, any interpretation of any ambiguity shall not be construed against any one or the other.

27. Stadium Use Agreement Amendments. No amendment to Section 3.5(h)(ii) of the Stadium Use Agreement will be effective to modify the Vikings rights through MSFA to use the Urban Park without Operator's written consent thereto, which consent may not be unreasonably withheld, delayed, or conditioned.

28. Agreement to Run with the Land. The use rights described in Section 2 and the other covenants, restrictions, agreements and provisions of this Agreement run with title to the Urban Park, burden the Urban Park and are binding upon Owner and any other person or entity holding any right, title or interest in or to the Urban Park. The use rights described in Section 2 and the other covenants, restrictions, agreements and provisions of this Agreement are appurtenant to the Stadium Property and inure to the benefit of and may be enforced by MSFA and the Vikings.

29. Release. For purposes of this Section 29, the following terms have the following meanings: "**Existing Buildings**" means any buildings or portions of buildings that are located on the Easterly Block as of the date of this Agreement; and "**Remaining Buildings**" means any Existing Buildings or portions of Existing Buildings that are located on the Easterly Block on or after July 1, 2016. The presence of any Remaining Buildings on a portion of the Easterly Block for uses other than the uses described in this Agreement shall delay the use rights described in Section 2 with respect to such portion of the Easterly Block. Any Remaining Buildings on a portion of the Easterly Block and any land surrounding the Remaining Buildings which is required to allow the Remaining Buildings to comply with applicable laws and ordinances (including appropriate variances) on March 1, 2017, will be released from this Agreement. Owner will subdivide the Easterly Block to facilitate such release of any Remaining Buildings and land.

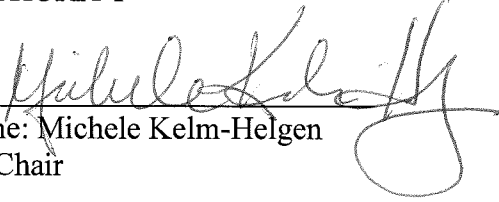
30. Supplementation of Legal Descriptions. To the extent any portion of the Urban Park is hereafter subdivided by registered land surveys, plats or otherwise (“**New Legals**”), Owner may prepare and document such New Legals supported by registered land surveys or plats of surveys certified by a registered land surveyor under the laws of the State of Minnesota and MSFA and Purchaser agree to execute and deliver such recordable documentation as may be necessary to substitute such New Legals for any then existing legals (“**Legal Supplement**”) upon receipt of the necessary information reasonably acceptable to MSFA and Purchaser that the New Legals are accurate, complete, conform to and are consistent with the provisions of this Agreement.

*[Remainder of Page Intentionally Left Blank]*





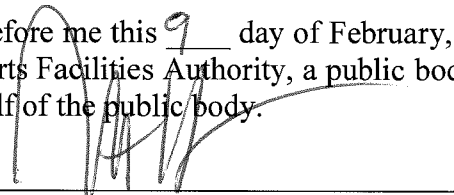
MINNESOTA SPORTS FACILITIES  
AUTHORITY

By:   
Name: Michele Kelm-Helgen  
Its: Chair

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 9 day of February, 2014, by Michele Kelm-Helgen, the Chair, of Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota, on behalf of the public body.



  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Minneapolis City Attorney's Office (NMN)  
105 Crown Roller Mill, Suite 200  
Minneapolis, MN 55401  
(612) 673-5273



EXHIBIT A  
TO  
URBAN PARK USE AGREEMENT

**Legal Description of the Stadium Property**

That part of:

Lots 2 through 5, inclusive, Block 71, Town of Minneapolis;  
Lots 1 through 10, inclusive, Block 72, Town of Minneapolis;  
Lots 1 through 10, inclusive, Block 95, Town of Minneapolis;  
Lots 1 through 5, inclusive, Block 106, Town of Minneapolis;  
Lots 1 through 10, inclusive, Block 96, Town of Minneapolis;  
Lots 3, 4 and 5, Block 96, Morrison, Smith, and Hancock's Addition to Minneapolis;  
Lots 1 through 10, inclusive, Block 103, Town of Minneapolis;  
Lots 6 and 7, Block 103, Morrison, Smith, and Hancock's Addition to Minneapolis;  
Lot 1 and Lots 6 through 10, inclusive, Block 104, Town of Minneapolis;  
Lots 1 through 11, inclusive, Block 104, Morrison, Smith, and Hancock's Addition to Minneapolis;  
Lot 1, Block 119, Town of Minneapolis;  
Lots 1 through 12, inclusive, Block 119, Morrison, Smith, and Hancock's Addition to Minneapolis;

Together with that part of vacated 4th Street South, Town of Minneapolis, lying Southeasterly of a line connecting the most Northerly corner of Block 72, Town of Minneapolis with the most Westerly corner of Block 71, Town of Minneapolis and lying Northwesterly of a line connecting the most Northerly corner of Block 104, Town of Minneapolis with the most Westerly corner of Block 105, Town of Minneapolis;

Together with that part of vacated 4th Street South, Town of Minneapolis, described as follows: Beginning at the most Westerly corner of Block 105, Town of Minneapolis; thence South 59 degrees 54 minutes 07 seconds East on an assumed bearing along the Southwesterly line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point distant 56.00 feet Southeasterly of the most Northerly corner of Lot 8, Block 104, Town of Minneapolis; thence North 59 degrees 54 minutes 07 seconds West along the Northeast line of said Block 104, to the most Northerly corner of said Block 104, thence North 30 degrees 08 minutes 36 seconds East, a distance of 80.00 feet to the point of beginning.

Together with that part of vacated 5th Street South, Town of Minneapolis and Morrison, Smith and Hancock's Addition to Minneapolis, lying Southeasterly of a line connecting the most Northerly corner of Block 95, Town of Minneapolis, with the most Westerly corner of Block 72, Town of Minneapolis and lying Northwesterly of a line connecting the most Easterly corner of



Block 119, Morrison, Smith and Hancock's Addition to Minneapolis with the most Southerly corner of Block 104, Morrison, Smith and Hancock's Addition to Minneapolis;

Together with that part of vacated 9th Avenue South, Town of Minneapolis, lying Northeasterly of a line connecting the most Westerly corner of Block 103, Town of Minneapolis with the most Southerly corner of Block 95, Town of Minneapolis and lying Southwesterly of a line connecting the most Easterly corner of Lot 5, Block 71, Town of Minneapolis with the most Northerly corner of Lot 1, Block 106, Town of Minneapolis;

Together with that part of vacated 10th Avenue South, Town of Minneapolis and Morrison, Smith and Hancock's Addition to Minneapolis, lying Northeasterly of a line connecting the most Westerly corner of Block 119, Town of Minneapolis, with the most Southerly corner of Block 103, Town of Minneapolis, and lying Southwesterly of a line drawn parallel with and distant 140 feet Northeasterly from, as measured at a right angle to, a line connecting the most Southerly corner of Block 106, Town of Minneapolis with the most Westerly corner of Block 105, Town of Minneapolis;

which lies within the following described boundary:

Beginning at the most Westerly corner of Block 72, Town of Minneapolis; thence North 30 degrees 10 minutes 52 seconds East on an assumed bearing along the Northwest line of said Block 72, a distance of 330.34 feet to the most Northerly corner of said Block 72; thence North 81 degrees 07 minutes 40 seconds East, a distance of 123.00 feet; thence Southeasterly, a distance of 190.64 feet along a non-tangential curve concave to the Southwest having a central angle of 37 degrees 55 minutes 39 seconds, a radius of 288.00 feet and the chord of said curve bears South 78 degrees 52 minutes 02 seconds East; thence South 59 degrees 54 minutes 12 seconds East tangent to the last described curve, a distance of 393.77 feet; thence Southeasterly, a distance of 157.73 feet along a tangential curve concave to the Southwest having a central angle of 16 degrees 57 minutes 23 seconds and a radius of 532.96 feet to the Northwest line of Block 105, Town of Minneapolis; thence South 30 degrees 08 minutes 23 seconds West along said Northwest line, a distance of 35.03 feet to the most Westerly corner of said Block 105; thence South 59 degrees 54 minutes 07 seconds East along the Southwest line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point on the Northeast line of Lot 8, Block 104, Town of Minneapolis, distant 56.00 feet Southeasterly from the most Northerly corner of said Lot 8; thence South 38 degrees 43 minutes 55 seconds East, a distance of 152.77 feet to a point on the Southeast line of Lot 7, Block 104, Morrison, Smith and Hancock's Addition to Minneapolis, distant 110.00 feet Northeasterly of the most Southerly corner of said Lot 7; thence South 30 degrees 08 minutes 38 seconds West along the Southeast line of said Block 104, a distance of 275.17 feet to the most Southerly corner of said Block 104; thence South 30 degrees 16 minutes 53 seconds West, a distance of 80.00 feet to the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the Southeast line of said Block 119,

a distance of 109.08 feet; thence Southwesterly, Westerly and Northwesterly, a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54 minutes 00 seconds West, a distance of 637.85 feet; thence Northwesterly, Northerly and Northeasterly, a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69 degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence Northeasterly, a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the Northwest line of Block 95, Town of Minneapolis; thence North 30 degrees 06 minutes 16 seconds East along said Northwest line, a distance of 104.87 feet to the most Northerly corner of said Block 95; thence North 30 degrees 05 minutes 44 seconds East, a distance of 80.00 feet to the point of beginning;

part of which is registered land and described as follows:

Parcel 1: The front or Southwesterly 85.7 feet of Lots 1 and 2, Block 95;  
Lots 3 and 4, Block 95;  
Lots 3 to 9, inclusive, Block 103;  
Lot 1, Block 119,  
all in Town of Minneapolis.

Parcel 2: Lots 6 and 7, Block 103;  
Lots 1, 3, 5, 9 and 12, Block 119;  
That part of vacated 5th Street lying Southwesterly of the center line of said street and between the extensions across it of the Northwesterly and Southeasterly lines of Lot 9;  
Also that part of 10th Avenue South, vacated, lying between extensions across it of the Northeasterly and Southwesterly lines of said Blocks 103 and 119,  
all in Morrison Smith and Hancock's Addition to Minneapolis.  
Hennepin County, Minnesota;

which lies within the following described boundary:

Beginning at the most Westerly corner of Block 72, Town of Minneapolis; thence North 30 degrees 10 minutes 52 seconds East on an assumed bearing along the Northwest line of said Block 72, a distance of 330.34 feet to the most Northerly corner of said Block 72; thence North 81 degrees 07 minutes 40 seconds East, a distance of 123.00 feet; thence Southeasterly, a distance of 190.64 feet along a non-tangential curve concave to the Southwest having a central angle of 37 degrees 55 minutes 39 seconds, a radius of 288.00 feet and the chord of said curve bears South 78 degrees 52 minutes 02 seconds East; thence South 59 degrees 54 minutes 12 seconds East tangent to the last described curve, a distance of 393.77 feet; thence Southeasterly, a distance of 157.73 feet along a tangential curve concave to the Southwest having a central angle of 16 degrees 57 minutes 23 seconds and a radius of 532.96 feet to the Northwest line of Block 105, Town of Minneapolis; thence South 30 degrees 08 minutes 23 seconds West along said Northwest line, a

distance of 35.03 feet to the most Westerly corner of said Block 105; thence South 59 degrees 54 minutes 07 seconds East along the Southwest line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point on the Northeast line of Lot 8, Block 104, Town of Minneapolis, distant 56.00 feet Southeasterly from the most Northerly corner of said Lot 8; thence South 38 degrees 43 minutes 55 seconds East, a distance of 152.77 feet to a point on the Southeast line of Lot 7, Block 104, Morrison, Smith and Hancock's Addition to Minneapolis, distant 110.00 feet Northeasterly of the most Southerly corner of said Lot 7; thence South 30 degrees 08 minutes 38 seconds West along the Southeast line of said Block 104, a distance of 275.17 feet to the most Southerly corner of said Block 104; thence South 30 degrees 16 minutes 53 seconds West, a distance of 80.00 feet to the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the Southeast line of said Block 119, a distance of 109.08 feet; thence Southwesterly, Westerly and Northwesterly, a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54 minutes 00 seconds West, a distance of 637.85 feet; thence Northwesterly, Northerly and Northeasterly, a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69 degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence Northeasterly, a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the Northwest line of Block 95, Town of Minneapolis; thence North 30 degrees 06 minutes 16 seconds East along said Northwest line, a distance of 104.87 feet to the most Northerly corner of said Block 95; thence North 30 degrees 05 minutes 44 seconds East, a distance of 80.00 feet to the point of beginning;

Hennepin County, Minnesota

Abstract Property and  
Torrens Property - Certificate of Title No. 1355300

(PIN NO. 26-029-24-21-0071)

Street Address: 401 Chicago Avenue, Minneapolis

EXHIBIT B  
TO  
URBAN PARK USE AGREEMENT

**Legal Description of the Urban Park**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 74;

That part of the Southeasterly 4 inches of adjoining Sixth Avenue South, vacated, lying between lines extending Northwesterly, at right angles to the Northwesterly line of said Block 74, from points on said Northwesterly line distant 43 feet and 171 feet respectively, Northeasterly from the Southwesterly corner of said Block 74; and

All those parts of Lots 2, 3, 4, 5, 6, 7, 8 and 9, Block 75, TOWN OF MINNEAPOLIS, according to the recorded plat thereof, lying southeasterly of the following described line:

Commencing at the most northerly corner of said Block 75; thence southeasterly along the northeasterly line of said Block 75 on an assumed bearing of South 59 degrees 09 minutes 44 seconds East a distance of 110.16 feet to the beginning of said line; thence South 30 degrees 52 minutes 20 seconds West a distance of 331.05 feet, more or less, to the southwesterly line of said Block 75, and there terminating.

All in the Town of Minneapolis.

Certificate of Title No. 1378617

EXHIBIT C-1  
TO  
URBAN PARK USE AGREEMENT

**Legal Description of the Easterly Block**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 74; and

That part of the Southeasterly 4 inches of adjoining Sixth Avenue South, vacated, lying between lines extending Northwesterly, at right angles to the Northwesterly line of said Block 74, from points on said Northwesterly line distant 43 feet and 171 feet respectively, Northeasterly from the Southwesterly corner of said Block 74,

All in the Town of Minneapolis.

Certificate of Title No. 1378617

EXHIBIT C-2  
TO  
URBAN PARK USE AGREEMENT

**Legal Description of the Westerly Block**

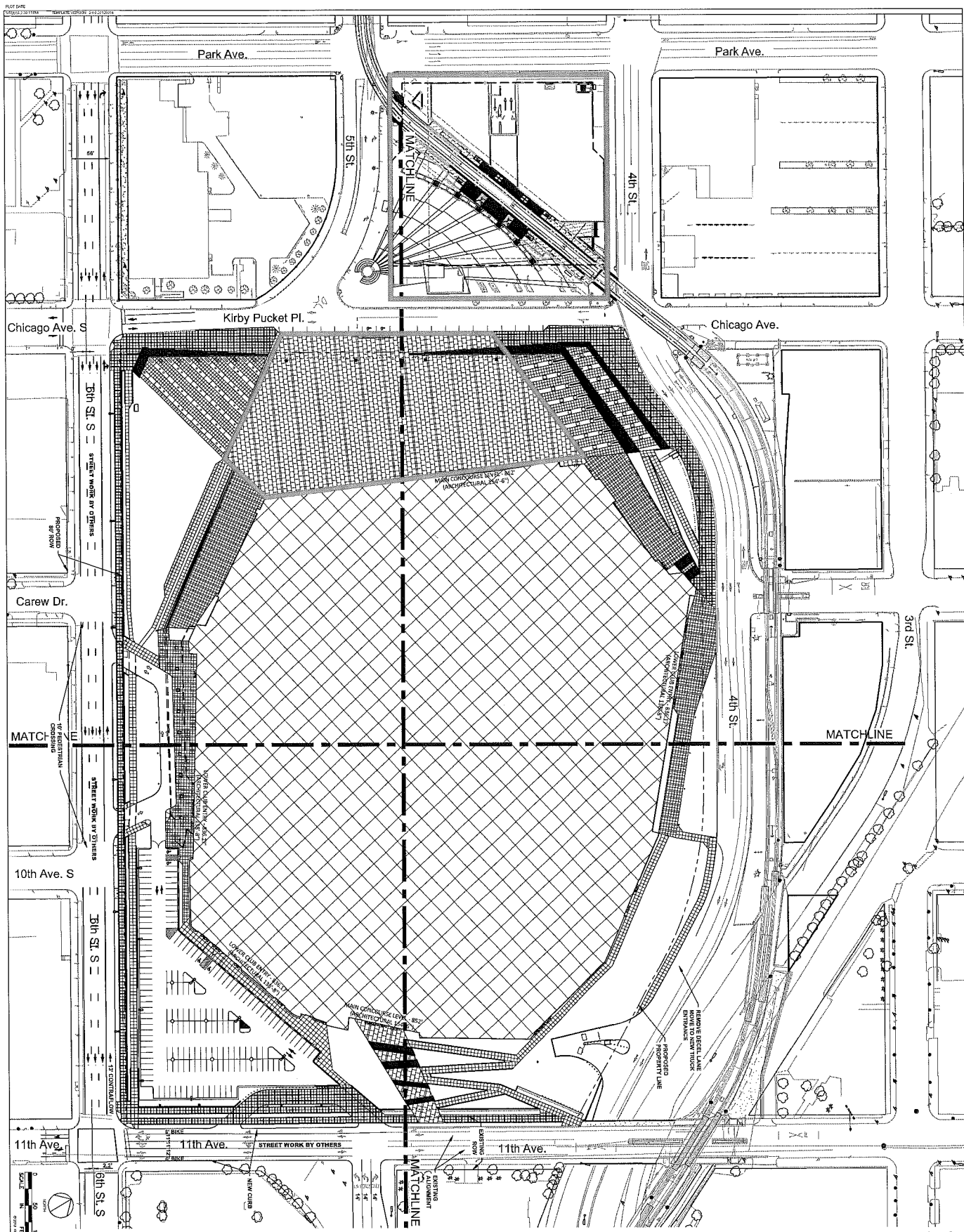
All those parts of Lots 2, 3, 4, 5, 6, 7, 8 and 9, Block 75, TOWN OF MINNEAPOLIS, according to the recorded plat thereof, lying southeasterly of the following described line:

Commencing at the most northerly corner of said Block 75; thence southeasterly along the northeasterly line of said Block 75 on an assumed bearing of South 59 degrees 09 minutes 44 seconds East a distance of 110.16 feet to the beginning of said line; thence South 30 degrees 52 minutes 20 seconds West a distance of 331.05 feet, more or less, to the southwesterly line of said Block 75, and there terminating.

Certificate of Title No. 1378617

EXHIBIT D  
TO  
URBAN PARK USE AGREEMENT

**Depiction of Stadium Plaza**

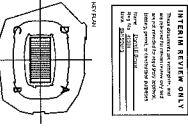


**NOT FOR CONSTRUCTION**

**HKS**

OWNER: MINNESOTA STATE ATHLETIC COMPLEX AUTHORITY  
 ARCHITECT/INTERIOR: SKIDMORE OWINGS & MERRILL LLP  
 MECHANICAL/ELECTRICAL/PLUMBING: HOK  
 STRUCTURAL: PERKINS+WILL  
 CIVIL ENGINEER: PERKINS+WILL  
 LANDSCAPE ARCHITECT: PERKINS+WILL  
 ALSO SEE: CIVIL ENGINEERING, ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL, INTERIOR ARCHITECTURE, AND LANDSCAPE ARCHITECTURE DRAWINGS FOR THIS PROJECT.

**MINNESOTA MULTI-PURPOSE STADIUM**  
 ARCHITECT/INTERIOR: SKIDMORE OWINGS & MERRILL LLP  
 MECHANICAL/ELECTRICAL/PLUMBING: HOK  
 STRUCTURAL: PERKINS+WILL  
 CIVIL ENGINEER: PERKINS+WILL  
 LANDSCAPE ARCHITECT: PERKINS+WILL  
 ALSO SEE: CIVIL ENGINEERING, ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL, INTERIOR ARCHITECTURE, AND LANDSCAPE ARCHITECTURE DRAWINGS FOR THIS PROJECT.



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/24/13
2	ISSUED FOR PERMITS	10/24/13
3	ISSUED FOR PERMITS	10/24/13
4	ISSUED FOR PERMITS	10/24/13
5	ISSUED FOR PERMITS	10/24/13
6	ISSUED FOR PERMITS	10/24/13
7	ISSUED FOR PERMITS	10/24/13
8	ISSUED FOR PERMITS	10/24/13
9	ISSUED FOR PERMITS	10/24/13
10	ISSUED FOR PERMITS	10/24/13
11	ISSUED FOR PERMITS	10/24/13
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 DESIGN DEVELOPMENT  
 OVERALL SITE PLAN  
 AUGUST 15, 2013  
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