

**USE AGREEMENT
AND
RIGHT OF ENTRY**

(Downtown East LRT Site Public Plaza - Metrodome Related Events)

THIS AGREEMENT, made as of September 17, 2003 by and between the **Minneapolis Community Development Agency**, a public body corporate and politic under the laws of Minnesota (hereinafter "MCDA"), and the **Metropolitan Sports Facilities Commission**, a political subdivision of the State of Minnesota organized pursuant to Minnesota Statutes, Section 473 551 et. seq. (hereinafter "Commission").

WHEREAS, the MCDA is the fee owner of certain real property located on the block between Park Avenue South, Fourth Street South, Kirby Puckett Place and Fifth Street South, known as 701 Fourth Street South and 424 Kirby Puckett Place, Minneapolis, Minnesota (hereinafter "MCDA Property"); and

WHEREAS, the Commission is the owner and operator of the Hubert H Humphrey Metrodome Sports Center (the "Metrodome"), located across Kirby Puckett Place from the MCDA Property; and

WHEREAS, the MCDA Property has been developed with a public plaza (the "Public Plaza") and light rail transit station (the "Transit Station") as depicted on Exhibit A, attached hereto, and an underground public parking garage ("Parking Garage"); and

WHEREAS, the Commission desires to enter onto that portion of the Public Plaza depicted on Exhibit B, attached hereto (the "Premises"), in order to hold Metrodome related events and the MCDA has agreed to permit the Commission to hold Metrodome related events, from time to time, on the Premises, subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission will be responsible under separate agreement with the MCDA for the cost of construction of a concession stand with restrooms and related storage areas on the Premises (the "Concession Facilities") for use in connection with its use of the Premises; and

WHEREAS, the Federal Transit Administration (the "FTA") is providing the MCDA with \$1,500,000.00 in order to acquire the MCDA Property for the development of the Public Plaza; and

WHEREAS, the MCDA and the FTA have or will enter into that certain Interagency Agreement for Pass-Through of Congestion Mitigation and Air Quality Funds (the "CMAQ Agreement") for the transfer of federal funds from the FTA to the MCDA and for the imposition of certain federal rules, requirements and approvals regarding the development and use of the Public Plaza (the "CMAQ Requirements"); and

WHEREAS, this Agreement and the Commission's use of the Public Plaza and Premises shall be subject to the approval of and governed by the FTA and the CMAQ Requirements, including any modifications, changes and restrictions that the FTA may impose upon this Agreement, the MCDA and the Commission; and

WHEREAS, the MCDA believes that the Commission's use of the Public Plaza and Premises is consistent with the purposes of the Public Plaza;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties hereto agree as follows:

1. **Use and Right of Entry.** The MCDA hereby authorizes the Commission and its employees, agents, contractors or invitees to enter upon the Premises from time to time for the following purposes; and the Commission specifically agrees that its conduct shall be limited to those purposes only:

(a) **Metrodome Related Events.** During the term of this Agreement, the Commission is permitted to use the Premises, from time to time, for Metrodome related events as approved by the MCDA herein (the "Metrodome Events"). The Metrodome Events will consist of any pre-event, event-time and post event outdoor-oriented and hospitality tent-oriented activities scheduled by or through the Commission or the Minnesota Vikings, University of Minnesota, Minnesota Twins or other major event users of the Metrodome (each, a "Key Tenant") to enhance the Metrodome experience for patrons in conjunction with events held at the Metrodome. The Commission shall not use or hold any Metrodome Event on the Premises without the prior written approval of the MCDA. As of the date of this Agreement, the MCDA has approved the schedule of Metrodome Events as listed on Exhibit C-2003, attached hereto and incorporated herein, to be held by the Commission on the Premises during the initial calendar year of this Agreement. During the term of this Agreement, the Commission shall submit to the MCDA the proposed schedule of Metrodome Events for each of the Key Tenants for each calendar year as soon as such schedule is available and (except for matters outside MCDA's reasonable control) the MCDA will guarantee priority preference for use of the Premises in respect of Key Tenant events. The Commission will from time to time submit to the MCDA, for MCDA approval, any other Metrodome Events and the MCDA shall have thirty (30) days after receipt of such request to approve, in whole or in part, the use of the Premises for such other Metrodome Events. The MCDA shall make reasonable efforts to accommodate the proposed schedule of such other Metrodome Events. Upon approval of any Metrodome Events, a new Exhibit C shall be attached hereto and incorporated herein. The Commission may, at any time, add additional Metrodome Events to the current schedule of Metrodome Events upon the prior written approval of the MCDA. The MCDA shall advise the Commission in writing of any events it plans for the Public Plaza and will work with the Commission to avoid conflicts in scheduling events on the Public Plaza

(b) **Concession Facilities.** Notwithstanding anything in this Agreement to the contrary, the Commission shall have the sole right to use the Concession Facilities on the Premises and to keep and store goods, equipment and personal property therein at all times. This will include use of the Concession Facilities for Metrodome Events beginning in April 2003, prior to the completion of the Premises or other parts of the Public Plaza. The Commission may upon request of MCDA also provide concession services for other activities on the Public Plaza on the same basis as the services are provided for Metrodome Events. The Commission shall keep and maintain the Concession Facilities in good order and

condition and shall use reasonable efforts to secure them from use by any other parties except in connection with Metrodome Events. The MCDA shall have no liability for any damage to the Concession Facilities or any goods, equipment or personal property therein or thereon except as may be caused by the negligent or intentional torts of the MCDA.

- (c) Permits and Approvals. The Commission shall secure or cause its tenants to secure, at no cost to the MCDA all permits, licenses and approvals necessary and required for each of the Metrodome Events to be held on the Premises.
- (d) No Liens or Encumbrances. The Commission, in its use of the Premises, shall not permit or grant any security interest in, or create or allow to exist, any liens, charges or encumbrances in or to the Premises.
- (e) Applicable Laws. The Commission shall comply with all applicable federal, state and local laws, ordinances and regulations in its use of the Premises.
- (f) Hazardous Waste. The Commission, in its use of the Premises, shall not, nor cause to be, nor allow any other person to deposit, store, dispose of, place or otherwise locate or allow to be located on or within the Premises, any hazardous substances, hazardous wastes, pollutants or contaminants, including petroleum-based products, as those terms are defined under any federal, State of Minnesota or local statute, ordinance, code or regulation, except such hazardous substances as are ordinarily used in and necessary for the Metrodome Events, provided that such use is in accordance with all applicable laws, and that in the event any such hazardous substances are found on or within the Premises, arising out of the use of the Premises for a Metrodome Event, the Commission shall indemnify the MCDA as provided in Section 3 herein, subject to no statutory or insurance limitations.
- (g) Event Setup and Takedown. The Commission shall be allowed at least one full day prior to the day of a Metrodome Event in which to make on-Premises preparations and setup, and shall have reasonable period not to exceed 24 hours after a Metrodome Event (subject to matters outside the Commission's reasonable control) in which to take down any equipment, tents, trailers, tables, seating, etc., used for such Metrodome Event and clean up the Premises. In undertaking the setup or takedown activities for or holding any Metrodome Events, the Commission, its employees, agents and contractors, shall not place anything on the Public Plaza which exceeds the load limits as set out in Exhibit D, nor do anything that will unduly interfere with or disrupt or impede the MCDA's use and possession of the MCDA Property or with reasonable access to and operation of the Transit Station and associated light rail transit line.
- (h) Fees and Costs. In consideration of the Commission's obligation to maintain the Public Plaza as set out in Section 1(i), there shall be no fee for use of the Premises by the Commission or its tenants. The Commission will be responsible for the cost of all services, equipment, labor and materials used in conducting the Metrodome Events on the Premises.

- (i) Maintenance of Public Plaza. The Commission will be responsible at its cost for keeping the Public Plaza reasonably free of trash and debris and for removing of snow and ice from those sidewalks and other portions of the Public Plaza shown on Exhibit E (which are intended to be used for pedestrian access to the Transit Station) and from other portions of the Premises in connection with any use of the Premises by the Commission for a Metrodome Event. However, MCDA will ensure that all trash and debris generated by any non-Metrodome events on the Public Plaza are promptly removed and disposed of following the event at no cost to the Commission or its tenants. The MCDA at its cost will also maintain, repair and replace any structural and other elements and equipment comprising the Public Plaza, change lighting bulbs as needed, and otherwise keep the Public Plaza (including the Premises) in good order and condition, suitable for use as a Transit Station and other public uses.
 - (j) Security. The Commission shall provide or shall require its agents, contractors or tenants to provide the appropriate level of security for all Metrodome Events and shall maintain safe crowd control. The Commission and its employees, agents, contractors and invitees shall conduct their activities on the Premises in an orderly and lawful manner.
 - (k) Alcohol Use. The Commission may permit the use of alcohol at Metrodome Events, subject to (i) obtaining the required permits; (ii) providing appropriate security; and (iii) providing dram shop insurance.
 - (l) Prohibited Activities. The Commission shall not use the Premises in any manner that violates any federal, state or local law, statute, or ordinance, which includes illegal discrimination, pornography, gambling or drug related activities; provided, however, that Commission shall not be in default of this Agreement as a result of illegal activities on the Premises during Metrodome Events if the Commission is diligently pursuing all reasonable actions to prohibit such illegal activities.
2. Term of Use and Right of Entry. The Commission shall have the right to use the Concession Facilities and associated portions of the Premises beginning upon substantial completion of the Concession Facilities currently anticipated to occur in August 2003, and to schedule and hold Metrodome Events upon the Premises as described herein for a 10-year period beginning upon substantial completion of the Premises currently anticipated to occur in October 2003, and ending October 31, 2013, after which time the right of the Commission to use the Concession Facilities and schedule and hold Metrodome Events on the Premises shall terminate. However, the MCDA and Commission agree to negotiate in good faith the right to extend this Agreement to use the Concession Facilities and Premises so long as the Metrodome continues to be operated as a sports arena. Further, the Commission or MCDA may terminate this Agreement upon not less than 30 days' prior written notice at any time in the event the Metrodome is no longer being operated as a sports arena for regularly scheduled college or professional sports, and the MCDA also may terminate this Agreement if the Commission or any successor public agency ceases to survive as a legal entity. Upon expiration or earlier termination of this Agreement, the Commission shall promptly remove its trade fixtures and personal property from the Public Plaza and title to the Concession Facilities shall vest in the MCDA.

3. **Hold Harmless and Indemnity.** The Commission shall defend, protect, indemnify and save the MCDA, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, from any act or negligence of Commission, its officers, employees, agents, servants, contractors, or invitees, arising out of the Metrodome Events as related to the Premises, except for the negligent or intentional torts of the MCDA. The extent of the Commission's liability hereunder is limited by Minnesota Statutes, Section 466, and the insurance policy as described in Section 4 herein.

4. **Insurance.**

A. **Commission's Insurance.** The Commission shall maintain general liability insurance, including personal injury liability coverage, applying to the Commission's use of the Premises. The Commission shall name the MCDA as an additional insured under the policy with respect to vicarious liability to third parties ("third parties" to exclude insured parties) arising out of Metrodome related events on the Premises, and will provide proof of such liability insurance at the time it executes this Agreement. The Commission or its contractors shall provide dram shop insurance at all Metrodome Events where alcoholic beverages are to be served on the Premises.

B. **Tenant's, Vendor's and Contractor's Insurance.** The Commission shall require its tenants, vendors, contractors and other third parties who use the Premises in conjunction with Metrodome Events to provide workers' compensation insurance coverage for all employees working on the Premises to the extent that such insurance is required by law. The Commission shall also require such parties to maintain general liability insurance and, if motor vehicles will be utilized in connection with a party's use of the Premises, automobile liability coverage, each with limits of at least \$1,000,000; and said liability policy(ies) shall name the MCDA as an additional insured. The MCDA shall be provided with a copy of the insurance certificate prior to any entry upon the Premises. Such copy may be provided to the MCDA by telefax, and the MCDA shall provide the Commission with a telefax number for such purpose.

5. **Condition of Premises.** During any Metrodome Event, the Commission shall keep or require its tenants to keep the Premises in neat, clean and safe condition. The Commission agrees not to make any improvements on the Premises without the prior written approval of the MCDA. The Commission further agrees to promptly repair or replace, at the Commission's sole cost and expense, any improvements damaged in connection with any Metrodome Event. The MCDA shall give the Commission no less than 90 days' notice (or such shorter notice as may be required in an emergency) before the MCDA makes any improvements on the Premises that will interfere in any material way with the Commission's rights to use of the Premises as granted herein

6. **Coordination.** Each party shall appoint a coordinator with authority to act or respond on its behalf concerning the scheduling of events on the Public Plaza and other matters requiring its approval or consent under this Agreement. The MCDA initially appoints Richard Victor as its Senior Project Coordinator, at 612-673-5026, and the Commission initially appoints Steven Maki as its Project Coordinator, at 612-335-3313. Upon any

termination of any such appointment, the appointing party shall promptly designate to the other party in writing the replacement coordinator to carry out such responsibilities.

7. Defaults and Remedies.

- (a) Defaults. The Commission shall be in default of this Agreement upon either of the following events: (i) failure to pay when due any payment required to be made under this Agreement; or (ii) failure to perform or observe any condition or term required to be performed or observed under this Agreement.
- (b) Notice. Upon the occurrence of one of the events of default specified in Section 7(a) herein, the MCDA shall give written notice to the Commission specifying: (i) the event of default; (ii) the action required to cure the event; (iii) a date not less than 30 days for monetary defaults and 60 days for nonmonetary defaults from the date the notice is mailed to the Commission by which such default must be cured (provided that if a non-monetary default cannot reasonably be cured within 60 days, the Commission shall have up to an additional 60 days, if necessary, to cure the default); and (iv) that failure to cure such default on or before the date specified in the notice may result in the MCDA exercising one or more of the remedies listed in Section 7(c) herein.
- (c) Remedies. Upon the occurrence of any event of default as defined in Section 7(a) herein, and notice as provided in Section 7(b) herein, the MCDA, at its option, in addition to any other remedies to which it might by law be entitled to, shall have the right to do one or more of the following: (i) to cancel this Agreement; (ii) to terminate the Commission's use of and right of entry to the Premises as granted herein; (iii) to bring appropriate action to enforce such performance or observance and the correction of such failure or default; (iv) to declare the entire unpaid payments due and payable hereunder, immediately due and payable without presentment, demand, protest, notice of dishonor or any other notice; (v) to suspend the MCDA's performance under this Agreement and the Commission's rights to use and enter the Premises during the continuance of the event of default.
- (d) Remedies Not Exclusive. No right or remedy by this Agreement or by any document or instrument delivered by the Commission pursuant hereto, conferred upon or reserved to the MCDA shall be or is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy now or hereafter existing at law or in equity or by statute.
- (e) Waiver; Forbearance. Except as the MCDA may hereafter otherwise agree in writing, no waiver by the MCDA of any breach or default of the Commission, of any of its obligations, agreements or covenants under this Agreement shall be deemed to be a waiver of any subsequent breach of the same, or any other obligation, agreement or covenants under this Agreement, nor shall any forbearance by the MCDA to seek a remedy for such breach be deemed a waiver of its rights and remedies with respect to such breach, nor shall the MCDA be deemed to have waived any of its rights and remedies unless it be in writing and executed with the same formality as this Agreement.

8. **Miscellaneous.**

- (a) **Notices.** All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

To the Commission: Metropolitan Sports Facilities Commission
900 South Fifth Street
Minneapolis, Minnesota 55415
Attn: Executive Director

To the MCDA: Minneapolis Community Development Agency
105 Fifth Avenue South
Minneapolis, Minnesota 55401-2534
Attention: Executive Director

- (b) **Governing Law.** This Agreement may be construed and enforced according to and governed by the laws of the State of Minnesota.
- (c) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.
- (d) **Time.** Time is of the essence in the performance of this Agreement.
- (e) **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promises made by any party or by any employees, officer, or agent of any party hereto that is not in writing and signed by all the parties to this Agreement shall be binding.

9. **Scope of Use and Right of Entry.** The grant of this Use and Right of Entry to the Commission by the MCDA shall be nonassignable except to a successor public body and shall not confer any estate, title, or exclusive possessory rights in the Premises to the Commission, and may be terminated for cause as provided in Section 7 herein, provided that the provisions of Section 3 herein shall survive termination of this Use Agreement and Right of Entry.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY

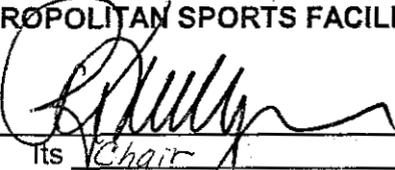
By Ch. T. [Signature]
Its Deputy Executive Director

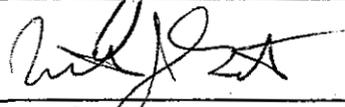
Approved as to form:

[Signature]
Assistant Development Counsel

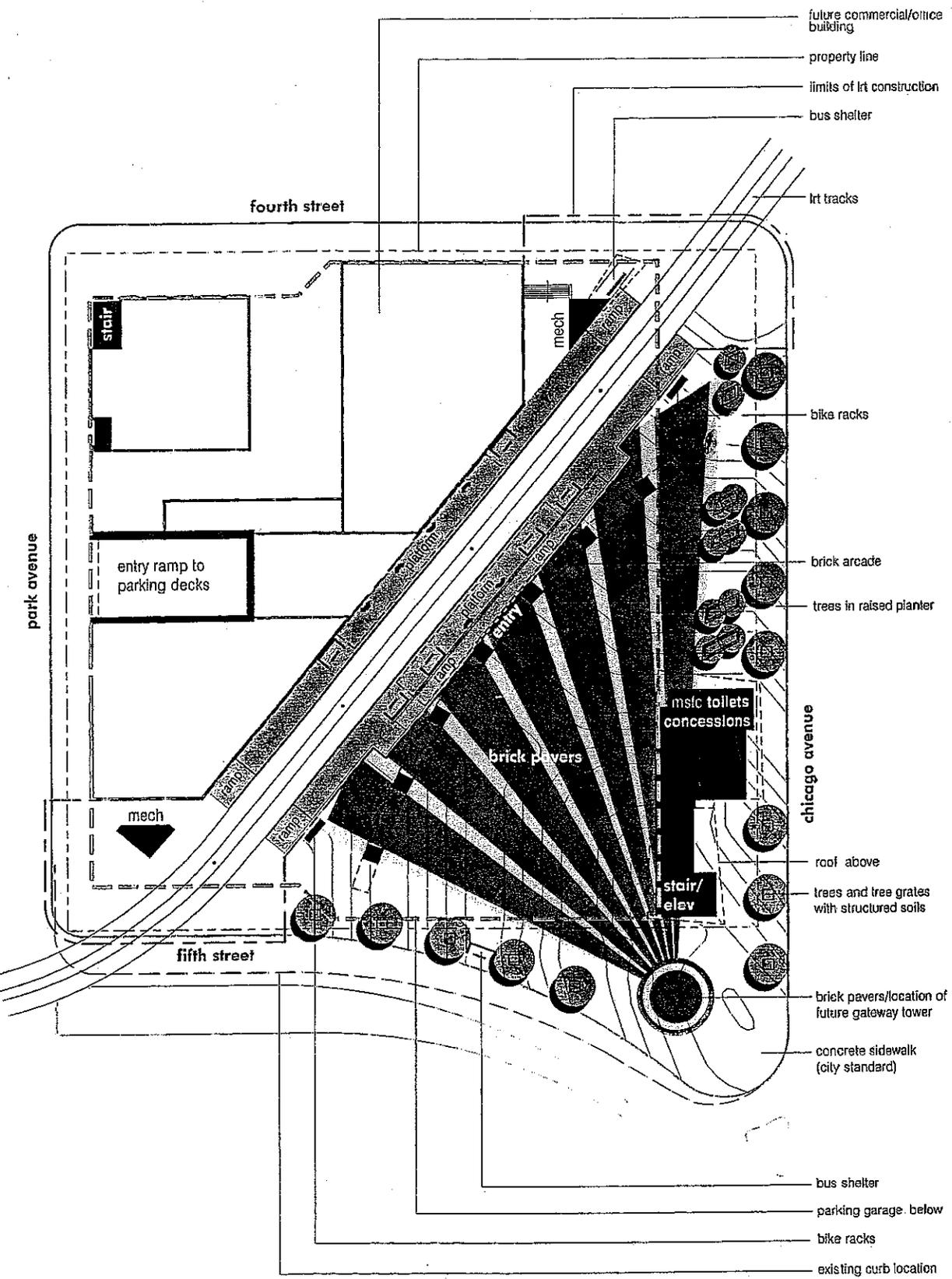
(Signature page to Use Agreement and Right of Entry)

METROPOLITAN SPORTS FACILITIES COMMISSION

By  _____
Its Chair _____

And By  _____
Its EXECUTIVE DIRECTOR _____

(Signature page to Use Agreement and Right of Entry)



site plan

downtown east/metrodome Irt station and plaza

Hammel Green and Abrahamson
Andrew Leicester

EXHIBIT C - 2003

**SCHEDULE OF PERMITTED EVENTS
FOR THE YEAR 2003**

08/28/03	Vikings vs. Arizona	7:00 p.m.
08/30/03	UM vs. Tulsa	6:00 p.m.
09/01/03	Twins vs. Anaheim	1:05 p.m.
09/02/03	Twins vs. Anaheim	7:05 p.m.
09/03/03	Twins vs. Anaheim	12:05 p.m.
09/05/03	Twins vs. Texas	7:05 p.m.
09/06/03	Twins vs. Texas	11:05 p.m.
09/06/03	UM vs. Troy	7:00 p.m.
09/07/03	Twins vs. Texas	1:05 p.m.
09/14/03	Vikings vs. Chicago	7:35 p.m.
09/16/03	Twins vs. Chicago	7:05 p.m.
09/17/03	Twins vs. Chicago	7:05 p.m.
09/18/03	Twins vs. Chicago	7:05 p.m.
09/19/03	Twins vs. Chicago	7:05 p.m.
09/20/03	Twins vs. Detroit	11:05 a.m.
09/20/03	UM vs. Louisiana/Lafayette	7:00 p.m.
09/21/03	Twins vs. Detroit	1:05 p.m.
09/23/03	Twins vs. Cleveland	7:05 p.m.
09/24/03	Twins vs. Cleveland	7:05 p.m.
09/28/03	Vikings vs. San Francisco	12:00 p.m.
10/05/03 ??	Twin Cities Marathon Start	5:00 a.m.
10/10/03	UM vs. Michigan	TBD
10/18/03	UM vs. Michigan State	TBD
10/19/03	Vikings vs. Denver	12:00 p.m.
10/26/03	Vikings vs. New York	12:00 p.m.
11/01/03	UM vs. Indiana	TBD
11/02/03	Vikings vs. Green Bay	7:35 p.m.
11/07/03 ??	NSIC	TBD
11/08/03	UM vs. Wisconsin	TBD
11/23/03	Vikings vs. Detroit	12:00 p.m.
12/07/03	Vikings vs. Seattle	12:00 p.m.
12/20/03	Vikings vs. Kansas City	4:00 p.m.

**SECTION 01010
SUMMARY OF WORK****PART 1 - GENERAL****1.1 SUMMARY****A Section Includes:**

1. Description of construction delivered under a single contract.
2. Restrictions that affect construction operations.
3. Use of buildings, premises and site.

B Related Sections:

1. Document 00700 - General Conditions.
2. Section 01011 - Summary of Multiple Contracts
3. Section 01145 - Site Management.
4. Section 01290 - Price and Payment Procedures.
5. Section 01630 - Product Options and Substitutions.

1.2 GENERAL SUMMARY OF WORK AND ADDITIONAL DEFINITIONS**A. Owner: Minneapolis Community Development Agency (MCDA) and,**

1. Owner's Tenant: Metropolitan Sports Facilities Commission (MSFC).

B Project Location: Block bordered by Park Avenue South, Kirby Puckett Place, 4th Street South and 5th Street South.**C General Scope: The project, Construction Package 3 (CP-3), consists of construction of the plaza, arcade, concession and restroom buildings, and the mezzanine for the Downtown East LRT Station Plaza as described within the scope of the Contract Documents.**

1. Work Included: Provide labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, skills in such quantities as may be necessary to complete project within intent of the Contract Documents.
2. Singular notations shall be considered plural where plural application is reasonably inferable. Mention or indication of extent of work under any work division or specification section is done only for convenience of Contractor and shall not be construed as describing all work required under that Division or Section.

D. Construction Contract: The construction of CP-3 will be accomplished under a single Prime Contract.**E. Construction Limits: Except as specifically indicated or as may be necessary to complete the work under the contract, activities of the contract shall be limited to within the limits designated by the Drawings and the Owner.****1.3 MILESTONES OF WORK****A Construction of CP-3 plaza has the following milestone dates:**

1. Milestone Date No. 1: Complete construction of Concession/Toilet Building by April 25, 2003.
2. Milestone Date No. 2: Complete construction of Arcade piers 3, 4, 5, and 6 structural steel framework and train station side masonry by June 2, 2003, to allow structural attachment of LRT overhead canopy by LRT Contractor.
3. Milestone Date No. 3: Substantial Completion of entire project by September 5, 2003.

1.4 LIMITS OF CONSTRUCTION LOADING ON PLAZA LEVEL

- A Construction loading on the Plaza Level shall not exceed the structure design live and dead loads. The structure design live and dead loads are:

- 1. 250 pounds per square foot uniform live load.
- 2. 135 pounds per square foot uniform dead load.
- 3. Concentrated live loads are not to exceed an isolated HS20-44 axle loading; also not in combination with the design uniform live load or other concentrated loads.

1.5 EASEMENTS

- A. The MCDA has granted permanent easements to the HPO for the Downtown East LRT Station and tracks, and the MCDA has also granted temporary construction easements to the HPO for the construction of the Downtown East LRT Station and tracks. The schedule of construction of the portion of the arcade including piers 3, 4, 5, and 6 is critical to both projects. The completion of these piers including the masonry veneer is required for the LRT Contractor to install a station canopy structure. The CP-3 Contractor shall cooperate and coordinate with the LRT Contractors. The MCDA will assist in the coordination of these projects.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 SUBCONTRACTORS

- A. The Contractor shall not award any work to any Subcontractor without prior approval of the Owner and Architect. Approval will not be given until the Contractor submits the List of Subcontractors containing such information as the Owner and Architect may require concerning the proposed Subcontractor and the scope of the subcontract. (Refer to Section 01330 - Submittals).

3.2 USE BY OWNER (REFER ALSO TO GENERAL CONDITIONS)

- A. The Owner reserves the right to let other contracts in connection with this Project. This Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall properly connect and coordinate his work with theirs.
- B. The Owner reserves the right to jointly occupy the premises with the Contractors in the performance of his duties and functions. The Owner also reserves the right to: enter into the Project and premises at all times; make installations of materials and equipment at appropriate times as the Work progresses; install equipment, furniture and furnishings when spaces are at appropriate stages of completion. Contractors shall coordinate work with the Owner and cooperate with the Owner to minimize undue interferences.
- C. If any part, unit, phase, or the entire Project is substantially complete or ready for occupancy, the Owner may, upon notice to the Contractors, and without prejudice to any of the rights of the Owner or Contractors, enter into and make use of the Work that is substantially complete.

3.3 MAINTAINING SERVICES AND FUNCTIONS

- A. Work at Occupied Facilities: After Owner's occupancy (full or partial) of the Project or any unit, stage, phase or area, any work remaining to be accomplished in the occupied spaces shall be done in cooperation with, and approval by, the Owner and scheduled in advance with the Owner. In general, work in occupied spaces shall be done when the space is not in use, such as after hours, in administrative areas or public spaces when public use hours are over for the day, unless specifically approved by the Owner. Where necessary, overtime shall be used if the work cannot reasonably be accomplished during normal work periods, at no extra cost to the Owner. Work in occupied areas shall be performed in a manner and at such time as will not significantly interfere with, hamper or inconvenience Owner's program or functions.

DOWNTOWN EAST LRT STATION PLAZA

Exhibit E



REVISION HISTORY - THIS SHEET

NO.	DATE	DESCRIPTION
1	1/16	ISSUED FOR PERMIT

DATE OF PREPARATION: 1/16
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: [Project Name]

SITE REFERENCE P1

CP-3 PLAZA

L100

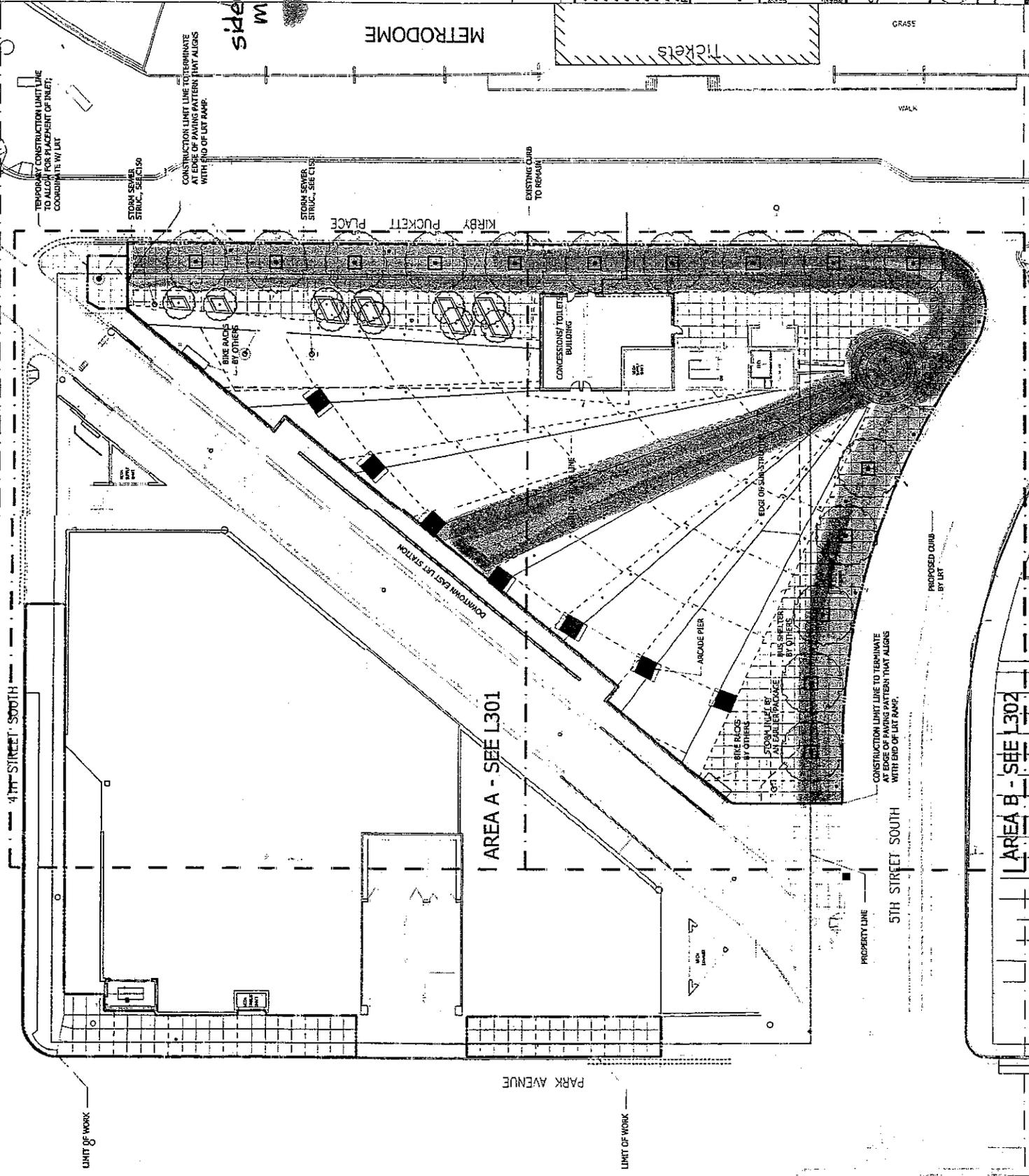
*sidewalk
Mauvt.*

METRODOME

Tickets

GRASS

WALK



4TH STREET SOUTH

AREA A - SEE L301

5TH STREET SOUTH

AREA B - SEE L302

PARK AVENUE

LIMIT OF WORK

LIMIT OF WORK

DOWNTOWN EAST LRT STATION

KIRBY PUCKETT PLACE

CONCESSIONS TOILET BUILDING

ARCADE PIER

Bike racks by others

Storm sewer struck by others

Existing curb to repair

Proposed curb by lot

Storm sewer struck, see C150

Storm sewer struck, see C150

Existing curb to repair

CONSTRUCTION LIMIT LINE TO TERMINATE AT EDGE OF PAVING PATTERN THAT ALIGNS WITH END OF LOT RAMP.

CONSTRUCTION LIMIT LINE TO TERMINATE AT EDGE OF PAVING PATTERN THAT ALIGNS WITH END OF LOT RAMP.

TRUCK CONSTRUCTION LIMIT LINE TO ALIGN FOR PLACEMENT OF PAULT, CONDUITS BY LOT

EDGE OF SURFACING

Bike racks by others

Storm sewer struck by others

Existing curb to repair

Proposed curb by lot

LIMIT OF WORK

LIMIT OF WORK