

**Reciprocal Use Agreement**  
**City of Minneapolis and DeLaSalle High School**  
**Nicollet Island**

This Reciprocal Use Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Minneapolis, acting by and through its Park and Recreation Board, a body corporate and politic under the laws of Minnesota, 2117 West River Road, Minneapolis, Minnesota 55411 (“MPRB”) and DeLaSalle High School, One DeLaSalle Drive, Minneapolis, Minnesota 55401 (the entity is referred to as “DeLaSalle” and the property at One DeLaSalle Drive is referred to as the “DeLaSalle Property”).

WHEREAS, on May 19, 1983 the MPRB entered into an agreement with the Minneapolis Community Development Agency (“MCDA”) for the acquisition and transfer of lands for the redevelopment of Nicollet Island and surrounding areas also known as the “Nicollet Island Agreement”; and

WHEREAS, the Nicollet Island Agreement, section 1.2, specifically addressed the DeLaSalle property and required the MPRB to use its best efforts to construct upon property adjacent to DeLaSalle an Athletic Facility after a reciprocal agreement between the MPRB and the owners of the DeLaSalle property had been agreed to; and

WHEREAS, MPRB owns the property bounded by Grove Street, East Island Avenue, Nicollet Street and the Burlington Northern Railroad tracks (“MPRB Property”) adjacent the physical education fields on the DeLaSalle Property and wishes to enter into a reciprocal use agreement with DeLaSalle on land it owns; and

WHEREAS, the MPRB believes that the construction of an athletic field adjacent to DeLaSalle, if all the conditions precedent to this agreement are met, is in the best interests of the Minneapolis park system and the residents of Minneapolis; and

WHEREAS, DeLaSalle desires to enter into a reciprocal use agreement with MPRB; and

WHEREAS, the MPRB is not willing to sell the MPRB Property to DeLaSalle and DeLaSalle is offering to share use of these facilities with the MPRB as part of the consideration for the MPRB’s cooperation.

NOW, THEREFORE, in consideration of the premises, and the agreements contained herein, the MPRB and DeLaSalle agree as follows:

**1.0 Conditions Precedent.**

DeLaSalle agrees that failure to comply with the following conditions precedent renders this Agreement void and that if any of the following conditions are not met the MPRB is relieved of any obligation in this or any other agreement.

- 1.1 DeLaSalle shall be solely responsible for and shall bear all costs, including attorney fees, for securing the release of any claim or restriction on land use that the State of Minnesota or any of its political subdivisions may have to any portion of the MPRB Property.
- 1.2 DeLaSalle shall secure a vacation of a portion of Grove Street from the City of Minneapolis. In connection with the vacation of a portion of Grove Street it is understood that an Environmental Assessment Worksheet (“EAW”) will be performed. DeLaSalle agrees to pay for the costs associated with the environmental review of the project and will avoid or mitigate any adverse effects of the project.
- 1.3 The Park Board will initiate a Citizens Advisory Committee to review any construction or redevelopment plans affecting the use of the MPRB Property. The MPRB reserves and retains all its rights under its citizen advisory committee ordinance and other ordinances to grant or deny approval of any proposed project or redevelopment on the MPRB Property.
- 1.4 DeLaSalle agrees to follow and adhere to all environmental laws, rules and regulations that may apply to the MPRB Property.
- 1.5 DeLaSalle shall provide the MPRB with a financing plan for the construction of the athletic fields and detailed commitments to complete the project prior to the commencement of construction of the project.
- 1.6 DeLaSalle shall commence construction of the project within twelve (12) months of the date upon which the final approval of a project has been granted.
- 1.7 Nothing in this Agreement shall be construed to give DeLaSalle approval to proceed with a project which is definite or site specific; nothing in this Agreement can be construed to allow a project to be started or begun.
- 1.8 Until all the conditions precedent to this Agreement have been met to the sole satisfaction of the MPRB, no legal right, interest, claim or title will have accrued, inured be transferred under this Agreement.
- 1.9 DeLaSalle understands that the Park Board or any other governmental agency is not prejudiced by this Agreement to seek changes to, modification of or rejection of any plan that DeLaSalle may make with respect to the MPRB Property.

## **2.0 General Conditions.**

2.1 Facility Components. The proposed Facility will consist of athletic fields and related improvements to support the athletic fields and existing activities at the site, including the following components:

- An open field with one regulation sized football field/practice field; and one regulation soccer field imposed over the football field.
- Temporary or permanent goal posts and soccer goals, backstops and safety features common to physical education or athletic field development.
- Practice areas for other activities as may be accommodated by the fields.
- Permanent seating areas for up to 750 spectators in open bleacher seating, including facilities to accommodate persons with disabilities.
- Storage, refreshment, and sanitary considerations for public assembly.
- Landscape features to enhance the boundaries and additional features to enhance the image of the site consistent with the history of Nicollet Island.

2.2 Term of the Agreement. The term of the Agreement shall be thirty (30) years with options to renew for two additional terms of twenty (20) years each if the facilities have been operated for athletic and recreational purposes in accordance with this Agreement for the previous term.

2.3 DeLaSalle Contribution. DeLaSalle shall at its own expense construct and maintain all Facility components described in Section 2.1 of this Agreement and the following:

- Construct field areas for physical education and athletic use, such work shall be performed in accordance with city regulations and with union labor.
- Construct and maintain utilities to serve the program needs of the school on the site, including potable water for drinking and water for irrigation services, electrical supply for lighting and maintenance.

- Construct circulation facilities and pathway as needed to provide access to and through fields and other activity areas for students and visitors and for MPRB programs.
- Construct a permeable surface for the “auxiliary parking lot” located adjacent to East Island Avenue and between the First Avenue Bridge and the Burlington Northern Railroad tracks.
- Landscape the area adjacent to the “auxiliary parking lot.”
- Lighting and fencing for the fields and facilities as necessary for use and protection subject to the MPRB’s approval for design.
- Restore and landscape the premises and areas disturbed by construction.
- Relocate and construct at least three (3) tennis court facilities on property selected and owned by MPRB.
- Provide design services for all of the above, subject to review and approval by MPRB.

2.4 Program Opportunities. DeLaSalle agrees to provide to the MPRB constituents educational and training programs. In addition, DeLaSalle agrees to provide the MPRB with access to other sports facilities that DeLaSalle owns with a minimum of 150 hours in the DeLaSalle Gym and 350 hours on the athletic field. Programming activities will be reviewed annually by both parties to determine if changes and enhancements would be beneficial. DeLaSalle shall consult with MPRB to determine what activities are of interest to MPRB’s constituents.

2.5 Design Requirements. The Facility design will conform to applicable codes, permit requirements, and design guidelines.

2.6 Liability and Insurance.

2.6.1 DeLaSalle will indemnify and hold the MPRB harmless from any claims arising from activities in the Facility and on the MPRB Property, or programs run or sponsored by DeLaSalle.

2.6.2 To the extent allowed by law, the MPRB will indemnify and hold the DeLaSalle harmless from any liability claims related to activities in the Facility and on the MPRB Property, for programs run or sponsored by MPRB.

2.6.3 DeLaSalle shall maintain casualty insurance in the full value of the improvements on the MPRB Property and shall maintain commercial general liability policies insuring against claims for bodily injury, death, or property damage occurring in or upon the DeLaSalle or MPRB Property arising from DeLaSalle's activities. DeLaSalle shall name the MPRB as additional named insured on its insurance policies.

2.7 Abandonment of Project. If, for any reason, DeLaSalle decides not to construct this Facility or to abandon the project after partial or complete construction:

2.7.1 DeLaSalle shall remove all of its equipment from the Property, and any equipment or other property of DeLaSalle that is not removed shall be deemed abandoned and become the property of the MPRB.

2.7.2 DeLaSalle shall restore the Property to a condition suitable for immediate use by the MPRB.

2.7.3 DeLaSalle agrees that if it decides at any time during this Agreement to abandon or no longer use the Property for the purpose set forth in this Agreement, it will turn that portion of the Facility identified by this Agreement back to the MPRB by terminating this Agreement for its use.

2.7.4 DeLaSalle shall reimburse the MPRB for any and all costs incurred by MPRB in connection with this Agreement or the abandonment of the project by DeLaSalle including, but not limited to, attorney fees and costs.

**3.0 DeLaSalle Program Requirements.** DeLaSalle agrees to the following with respect to contributions to MPRB programs and MPRB use of the DeLaSalle Property:

3.1 DeLaSalle shall, at no cost to MPRB, provide MPRB with access to DeLaSalle parking and athletic facilities, including its fields and gymnasium at reasonable times that do not interfere with DeLaSalle's use of such facilities for the purpose of conducting educational and recreational activities under MPRB supervision.

3.2 DeLaSalle shall cooperate with MPRB in developing and, through DeLaSalle staff, faculty and students, participating in volunteer service projects through the Minneapolis Park system.

**4.0 Miscellaneous.**

- 4.1 MPRB and DeLaSalle each agree to proceed diligently as in good faith to perform its obligations under this Agreement, time being of the essence.
- 4.2 This Agreement shall be governed and interpreted in accordance with Minnesota laws.
- 4.3 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.
- 4.4 Should any term, covenant, condition, provision, or part thereof, of the Agreement be held in valid or unenforceable, by a court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.
- 4.5 No provision of this Agreement shall be construed to create a partnership, joint venture or other relationship between DeLaSalle and MPRB other than or specifically set forth in this Agreement.
- 4.6 This Agreement constitutes the final and entire Agreement between the Parties and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both Parties.

IN WITNESS WHEREOF, the parties execute this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2005.

DELASALLE HIGH SCHOOL  
 One DeLaSalle Drive  
 Minneapolis, Minnesota

THE CITY OF MINNEAPOLIS  
 Acting by and through its  
 PARK & RECREATION BOARD

By: \_\_\_\_\_  
 Brother Michael Collins, FSC  
 Its: President

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_