

Agreement Regarding Jackson Commons Park
by and between
Jackson Township and the City of Shakopee

This Agreement (“Agreement”) is entered into as of August __ 2024 by and between Jackson Township, a Minnesota municipal corporation (“Township”) and the City of Shakopee, a Minnesota municipal corporation (“City”) relating to the construction operation, maintenance and use of Jackson Commons Park.

RECITALS

- A. The Township and the City previously entered into a Memorandum of Understanding (“MOU”) relating to the development of Jackson Commons Park (“Park”), which is located on a portion of property (“Property”) owned by the Township. The legal description of the Property is attached as Exhibit 1 to this Agreement and a schematic depicting the location of the Park and the Park Improvements is attached as Exhibit 2 to this Agreement.
- B. The purpose of the MOU was to allow the City and the Township to cooperate in the design, funding, and the construction of improvements and amenities to the Park.
- C. The City has awarded the initial contracts for the construction of the improvements and amenities (“Park Improvements”) to the Park pursuant to plans prepared by Confluence and Westwood dated May 29, 2024, and approved by the City and the Township (“Approved Plans”) incorporated herein by reference.
- D. The MOU contemplated that the City and the Township would enter into a future agreement relating to the operation, use, and maintenance of the Park.
- E. The City and the Township now desire to enter into the agreement contemplated by the MOU.

AGREEMENT

Now, therefore the City and the Township agree as follows:

- 1. Between 2024 and 2027, the City will spend a minimum of \$3.0 million from its park fund for the design and construction of the Park Improvements.
- 2. The City will ensure that the Park Improvements are constructed in accordance with the Approved Plans.
- 3. The City agrees to defend, indemnify, and hold harmless the Township, its employees and Town Board members, from any and all claims of any nature arising out of the City’s construction, operation, maintenance, or use of the Park or the Park Improvements.

4. Upon completion of the Park Improvements, the City will be responsible for the ongoing operation, maintenance, insurance, and use of the Park and the Park Improvements.

5. The Township will continue to retain exclusive responsibility for the maintenance, use and scheduling of the existing Town facilities in the NE corner of the Property as depicted in the attached Exhibit 3, to include more particularly the Jackson Town Hall, picnic shelter, tennis courts, parking lot, ball field, garage and playground equipment.

6. In consideration of the City paying for the design and construction of the Park Improvements, the Township grants the City, and its officers, agents, contractors, employees, and residents in perpetuity the irrevocable right to enter, use, and enjoy the portion of the Property where the Park and the Park Improvements are located.

7. Cooperation. The City and Township agree that their mutual interest in the success of Jackson Commons Park is best served by the ongoing cooperation and coordination of the shared interests of the Parties. To that end, until at least the completion of the Park Improvements, the City shall provide the Township with Progress Reports of construction and programming of activities at the May and November Town Board meetings. Financial reports of City expenditures in Jackson Commons will be provided by the City upon request by the Township.

8. Major Changes. The City agrees that any major modification to the Approved Plans will be submitted to the Township for consent and approval as the case for the original Approved Plans. Major Changes will include the addition of lighting for nighttime recreational activities.

9. Transfer of Title. Upon any dissolution of the Township, or if the Township desires to convey any portion of the Property to a third party, the Township must first convey the portion of the Property where the Park and the Park Improvements are located to the City free and clear of any encumbrances and for no additional consideration. The deed must contain a restriction stating that the property being conveyed to the City may only be used for park purposes.

10. Government Data Practices. The Township and the City must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

11. Notices. Notices shall be sent by email or U.S. Mail to the following:

Township: Rose Menke
Jackson Township
920 Rosewood Circle
Shakopee, MN 55379
mrmenke1@comcast.net

Copy to:

Timothy J. Keane
Kutak Rock LLP
60 South Sixth Street
Minneapolis, MN 55402
Tim.Keane@kutakrock.com

City: Michael Kerski
Director of Planning & Development
City of Shakopee
485 Gorman Street
Shakopee, MN 55379
MKerski@shakopeemn.gov

Copy to:

James J. Thomson
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
jthomson@kennedy-graven.com

12. Governing Law. Minnesota law shall govern this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF SHAKOPEE

JACKSON TOWNSHIP

By: _____
Matt Lehman
Mayor

By: _____
Tom Weckman
Town Board Chair

By: _____
Bill Reynolds
City Administrator

By: _____
Rose Menke
Town Clerk

EXHIBIT 1

(Legal Description of the Property)

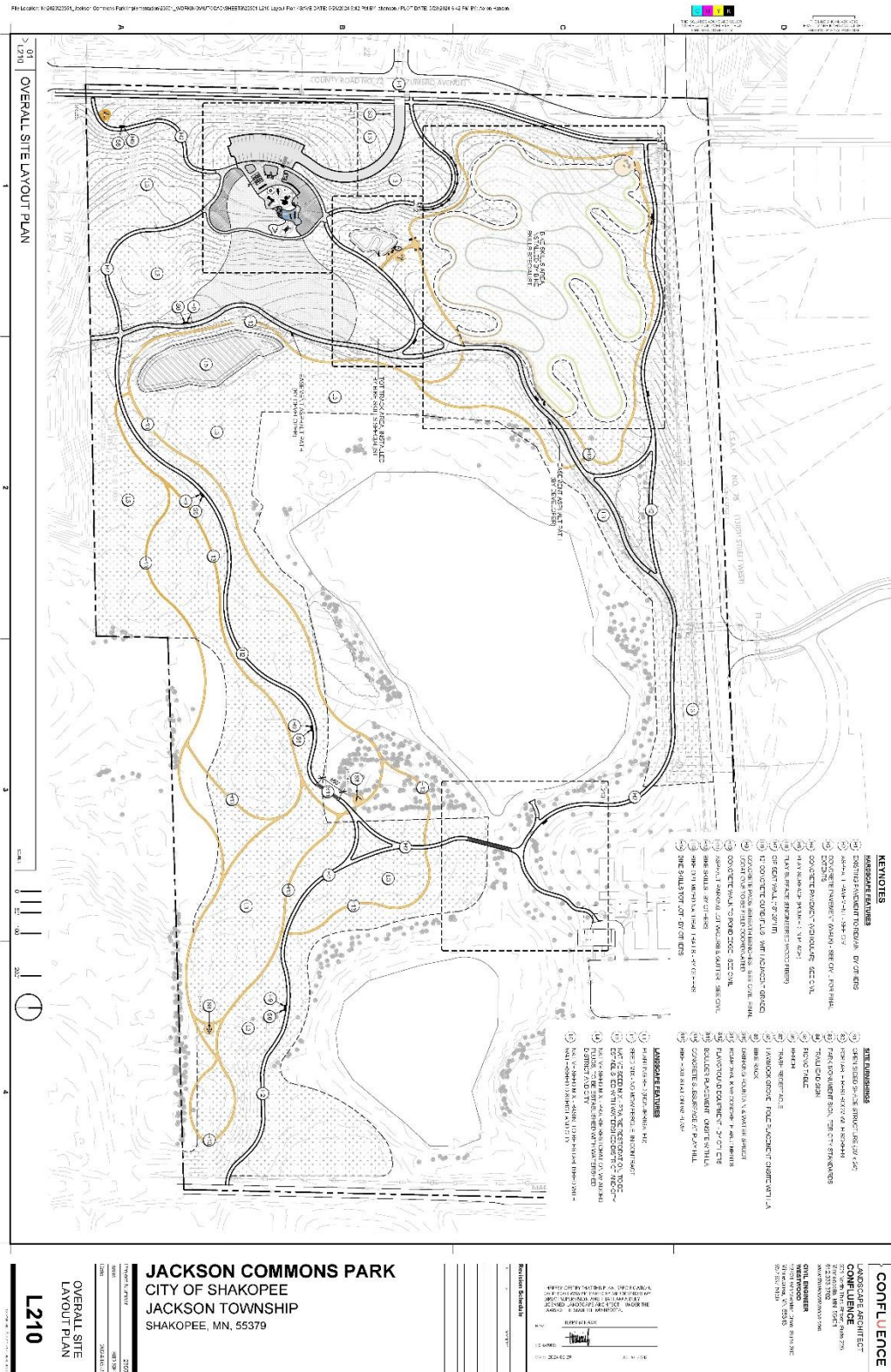
The North Forty-five (45) acres of West Half of Northeast Quarter (W1/2 of NE1/4), Section Twenty-three (23), Township One Hundred Fifteen (115), Range Twenty-three (23), Scott County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 01 degrees 18 minutes 21 seconds East, assumed bearing along the west line of said Southwest Quarter of the Northeast Quarter, a distance of 1114.39 feet to the point of beginning; thence continuing North 01 degrees 18 minutes 21 seconds East, along said west line a distance of 18.06 feet to the north line of the south 35 acres of said Southwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 19 seconds East, along said north line a distance of 903.53 feet to the south line of the North 45 acres of the West Half of said Northeast Quarter; thence South 87 degrees 46 minutes 43 seconds West, along said south line a distance of 904.46 feet to the point of beginning

And

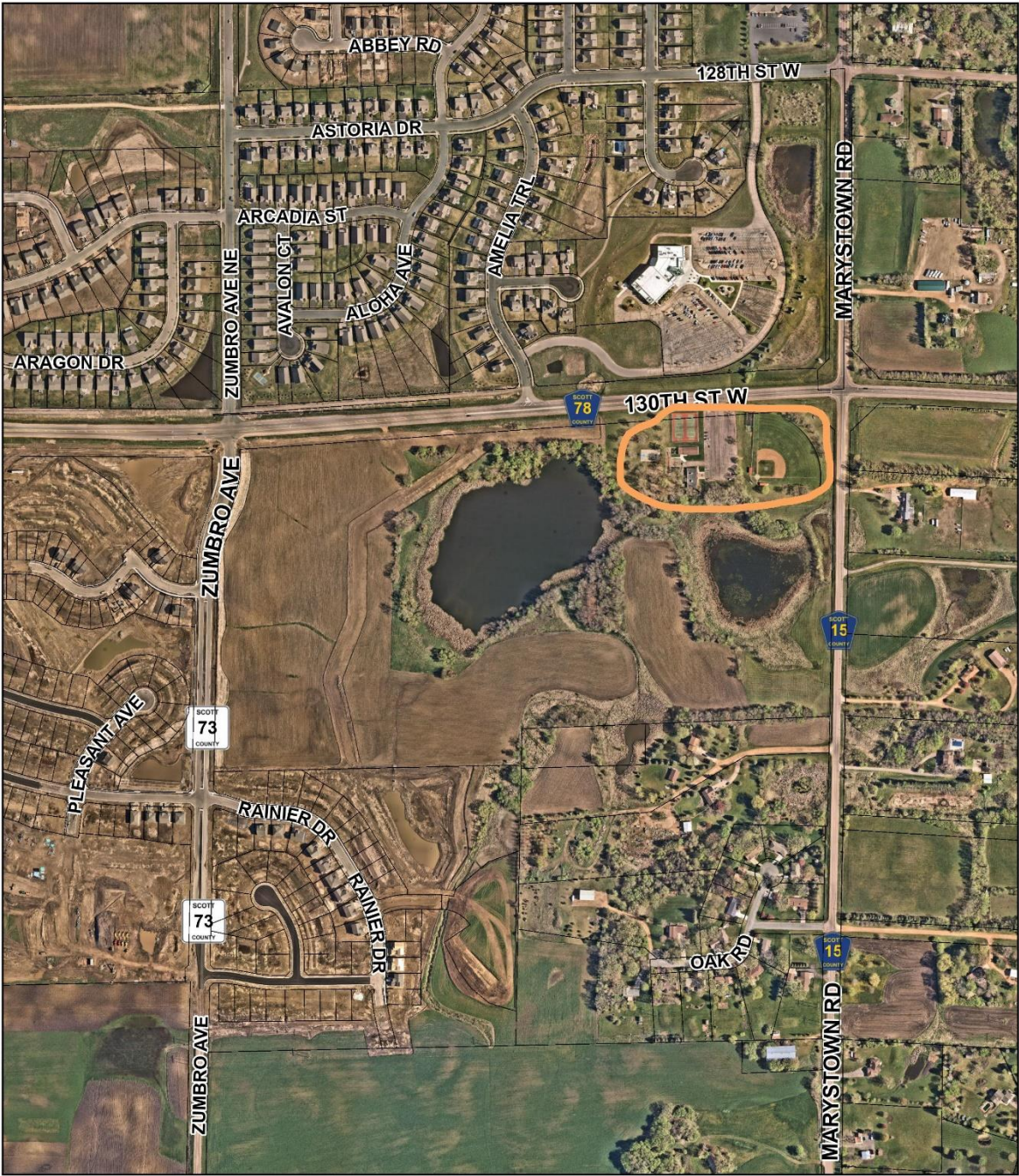
The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-Three (23), Township One Hundred Fifteen (115), Range Twenty-Three (23), Scott County, Minnesota.

EXHIBIT 2



(Schematic Depicting Location of Park and Park Improvements)

Exhibit 3



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. Scott County is not responsible for any misuse.


Date: 8/23/2024

1:9,028
0 135 270 540 810 1,080 Feet