

**JOINT POWERS AGREEMENT
BETWEEN
CITY OF MAPLE GROVE AND
INDEPENDENT SCHOOL DISTRICT NO. 279
FOR THE COOPERATIVE USE OF FACILITIES AT THE ASPEN RIDGE
ELEMENTARY SCHOOL SITE LOCATED AT
18375 ARBOR RIDGE PARKWAY NORTH**

THIS AGREEMENT is entered into this ____ day of _____, 2026, by and between the **City of Maple Grove**, a Minnesota municipal corporation, 12800 Arbor Lakes Parkway, Maple Grove, MN 55311 and the **Maple Grove Parks and Recreation Board**, an appointed board of the City of Maple Grove authorized by Minn. Stat. § 412.501 and City Code Chapter 22, Article IV, 12951 Weaver Lake Road, Maple Grove, MN 55369 (hereinafter collectively the “**City**”) and **Independent School District No. 279**, an independent school district created and existing under the laws of the State of Minnesota, 11200 93rd Avenue North, Maple Grove, MN 55369-6605 (hereinafter “**ISD No. 279**”).

WHEREAS, ISD No. 279 owns certain real property that will carry the street address as follows:

Aspen Ridge Elementary School
18375 Arbor Ridge Parkway
Maple Grove, MN 55311

(hereinafter the “**Property**”); and

WHEREAS, as of the date of this Agreement, ISD No. 279 has commenced the process of constructing a new elementary school on the Property and has entered into a Master Contract with Wold Architects and Engineers (“**Wold**”) for that purpose; and

WHEREAS, City is interested in constructing on the Property a new softball field, new soccer fields with lighting, a toilet and utility building, and associated irrigation, utilities, and walkways as set forth on the attached EXHIBIT A (“**Aspen Ridge Fields**”); and

WHEREAS, Minn. Stat. § 471.59 provides that two or more governmental units may by agreement cooperatively exercise any power common to the governmental units; and

WHEREAS, the City and ISD No. 279 each have the respective authority to provide recreational facilities and programs; and

WHEREAS, the City and ISD No. 279 intend to enter into a Joint Powers Agreement for the shared use of multiple properties (the “**Umbrella JPA**”);

WHEREAS, the parties’ current intent is that the Umbrella JPA will supersede this Agreement;

WHEREAS, the City of Maple Grove executed a Letter of Intent, attached as EXHIBIT C, with Wold for the construction of the Aspen Ridge Fields under the Master Contract between Wold and ISD No. 279;

WHEREAS, as of the date of this Agreement, the construction of the Aspen Ridge Fields is underway and nearing completion; and

WHEREAS, the parties hereto desire to provide for the cooperative use of the Aspen Ridge Fields and set forth the parties' respective rights and obligations.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and ISD No. 279 agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the cooperative use of the Aspen Ridge Fields by the parties. The City and ISD No. 279 shall cooperatively use the Aspen Ridge Fields in accordance with the terms and conditions set forth herein.
2. **Term.** This term of this Agreement commences on the date of its execution by the parties ("Effective Date") and shall remain in effect for a period of twenty-five (25) years unless terminated by law or according to the provisions herein (hereinafter referred to as the "Initial Term") and shall automatically renew for additional successive one-year terms ("Renewal Terms") thereafter without any action by either party (the Initial Term and Renewal Terms shall be referred to collectively as the "Term"), subject only to mutual termination as may be agreed upon by both parties in writing or termination according to the provisions of Paragraph 11.b or Paragraph 11.c herein.
3. **License.** The parties each grant a license unto the other party, and their respective elected officials, employees, agents, contractors, and consultants to enter and remain on the portion of the Property in and around the Aspen Ridge Fields for the purposes of construction, maintenance, operation and use of the Aspen Ridge Fields (hereinafter the "License"), which License shall remain in full force and effect during the term of this Agreement subject to the terms of this Agreement, the agreement set forth in the attached EXHIBIT B. All of the City's elected officials, employees, agents, contractors, consultants, and invitees shall be subject to ISD No. 279's School Board policies relating to use of facilities and visitor access to the degree such policies do not conflict with the terms of this Agreement.
4. **Design and Construction.** The City will determine the scope of work and project budget for the Aspen Ridge Fields. The City will be responsible for and agrees to pay ISD No. 279 for all costs related to the design and construction of the Aspen Ridge Fields as set forth in EXHIBIT C. For the avoidance of doubt and as provided in Exhibit C, design fees shall be set at 6% of the anticipated cost of construction. ISD No. 279 shall manage construction of the Aspen Ridge Fields and deliver a finished product consistent with the schedule for the construction and opening of the new school at the Property. The City

shall conduct a final review and inspection upon substantial completion of the Aspen Ridge Fields and prior to delivery of the finished product.

5. **Ownership of Improvements.** Upon substantial completion of the Aspen Ridge Fields and their installation on the Property, all Aspen Ridge Fields, including all fixtures, structures, utilities, lighting, turf systems, and any other components integrated into or affixed to the Property, shall immediately and automatically become the property of ISD No. 279 without further action by either party. The City shall retain the License provided for in Section 3 of this Agreement.
6. **Maintenance.** Following completion of the initial construction, installation, and replacement of the Aspen Ridge Fields, the City shall be responsible for routine and preventive maintenance, repair, and general upkeep of the Aspen Ridge Fields so that they remain in good condition and safe for use. The area of City Maintenance is shown in EXHIBIT D. Maintenance shall be performed consistent with manufacturer recommendations, applicable safety standards, and generally accepted parks and recreation maintenance practices. Any required replacement of improvements at Aspen Ridge Fields as determined by the City during the Term of the Agreement shall be completed by the City and the costs of such replacement shall be borne by the City. The City shall notify ISD No. 279 in writing at least seven (7) days in advance of any maintenance or replacement activity that is expected to limit or restrict use of the Aspen Ridge Fields, except in the case of an emergency.

The City shall coordinate all maintenance scheduling with ISD No. 279 to avoid, to the extent reasonably possible, interference with instructional time and ISD No. 279 scheduled events. If the City fails to perform required maintenance within a reasonable time after notice from ISD No. 279, ISD No. 279 may perform such maintenance and the City shall reimburse ISD No. 279's reasonable costs within thirty (30) days. ISD No. 279 shall be responsible for any winter maintenance and snow/ice removal of the parking lot and pedestrian walkways.

7. **Utilities, Trash Removal, and Restroom Cleaning.** The City shall be solely responsible for all utility costs associated with the Aspen Ridge Fields, including without limitation all water, irrigation, sewer, and electrical service required for the operation, lighting, irrigation, and use of the Aspen Ridge Fields and the toilet and utility building. The City shall also be responsible for all trash and recycling removal generated from or associated with use of the Aspen Ridge Fields, as well as all cleaning, stocking, and routine upkeep of the restroom facilities located within the toilet and utility building. All such services shall be performed at the City's sole cost and in a manner that ensures the Aspen Ridge Fields remain clean, sanitary, and fully operational for both City and ISD No. 279 users. In the event the City conducts a tournament, special event, or other large City event at the Aspen Ridge Fields, the City shall ensure that all trash, debris, and event-related materials are removed and that the facilities, including restrooms, are fully cleaned and restored to a condition suitable for school use prior to the next scheduled School Use of the Property.

8. **Facility Access and Use.** The shared use of the Aspen Ridge Fields shall be according to the terms of this Section.

a. **Definitions.** For purposes of this Agreement, the following definitions shall apply:

- i. “School Year” means the period, as set by ISD No. 279’s School Board in accordance with Minnesota Statutes section 120A.41, during which ISD No. 279 is scheduled to provide instruction to students in pre-kindergarten through fifth grade at the Property. The School Year does not include summer school programming.
- ii. “Summer” means the period between the final day of a School Year and ten (10) calendar days prior to the start of the immediately following School Year.
- iii. “Weekday” means Monday through Friday.
- iv. “Weekend” means Saturday and Sunday.

b. **City Primary Use During the School Year.** The City shall have primary use of and management authority over the Aspen Ridge Fields during the School Year as follows:

- i. On Weekdays between the hours of 5:01 p.m. and 11:59 p.m.; and
- ii. On Weekends between the hours of 12:00 a.m. on Saturday and 11:59 p.m. on Sunday.

c. **ISD 279 Primary Use During the School Year.** ISD No. 279 shall have primary use of and management authority over the Aspen Ridge Fields during the School Year as follows:

- i. On Weekdays between the hours of 12:00 a.m. and 5:00 p.m.

d. **City Primary Use During the Summer.** The City shall have primary use of and management authority over the Aspen Ridge Fields during the Summer; provided, however, that ISD No. 279 shall have a right upon reasonable advance notice to the City, to reserve up to two (2) soccer fields at no cost as needed for school-related programs, activities, or events during the Summer. Reasonable advance notice for purposes of this paragraph shall mean before May 1 each year. Any reservation request made on or after that date shall be subject to availability as determined by the City in its sole discretion.

e. **Non-Primary Use.** If ISD No. 279 wishes to use the Aspen Ridge Fields during times designated for City primary use, ISD No. 279 must schedule such time in

advance with the City's Parks and Recreation Department subject to availability. If the City wishes to use the Aspen Ridge Fields during times designated for ISD No. 279 primary use, the City may submit a request to ISD No. 279, who will determine whether to grant or deny the request at its sole discretion. The Parties agree to cooperate in good faith with respect to scheduling outside of the Primary Use times outlined above, and further agree that neither party shall charge the other any additional fees for use of the Aspen Ridge Facilities. To that end, the Parties intend to develop a calendar to track and mark Non-Primary Use requests and work cooperatively to track requests by the other party.

- f. **Use of Parking Lots and Traffic Control.** When the City is using the Aspen Ridge Fields during and thirty (30) minutes in advance of its Primary Use time, the City and its invitees shall have the right to use the parking facilities located on the Property, subject to this Paragraph. The right to access and use the parking facilities prior to the commencement of the City's Primary Use time is solely for purposes of parking, arrival, and preparation for scheduled activities and shall not authorize use or occupancy of the Aspen Ridge Fields before the beginning of the applicable Primary Use period. ISD No. 279 and its employees, families, and invitees shall retain the right to use the parking facilities located on the Property at all times and without limitation. The City shall be responsible for supervising its employees, coaches, participants, spectators, and other invitees and for taking reasonable measures to ensure compliance with the requirements of this Paragraph. Upon request by ISD No. 279, the City shall promptly address and correct any noncompliant use by its invitees.

The parties acknowledge that student dismissal and pick-up operations occur on weekdays during the School Year between approximately 3:00 p.m. and 6:00 p.m. (the "Dismissal Period"). During the Dismissal Period, ISD No. 279 shall have priority control over traffic circulation, access, and curbside areas necessary to safely conduct student pick-up operations. The parties further acknowledge and agree that ISD No. 279 shall have the right to designate specific areas of the Property as student pick-up zones or priority parking areas for student pick-up, and to implement reasonable signage or traffic control measures necessary to support safe and efficient dismissal operations. During the Dismissal Period, City users and invitees shall comply with all posted signage and staff direction, including no parking or staging of vehicles in designated drive-through or student pick-up lanes, which shall be available for parents or guardians picking up District students.

For tournaments, special events, or other large events in which the City reasonably estimates that more than one hundred fifty (150) vehicles will utilize the parking facilities, the City shall provide advance written notice to ISD No. 279 and shall coordinate a parking and traffic management plan with ISD No. 279.

- g. **Use Responsibilities.** Each party shall have sole responsibility to supervise the use of the Aspen Ridge Fields when such party has use of the Aspen Ridge Fields. The parties and their respective employees, agents, and invitees shall have the right to use the internal roadway system and parking on the Property for access and use of the Aspen Ridge Fields, and in the manner consistent with this Agreement, subject to City ordinances and the rules and regulations of the Maple Grove Parks and Recreation Board and School Board policy. The City shall provide ISD No. 279 with full access to the improvements at the Aspen Ridge Fields, including but not limited to all lighting, access to bathroom areas, and irrigation equipment. Except for those uses related to School Purposes, ISD No. 279 shall coordinate with City and receive approval prior to any use of the Aspen Ridge Fields for assembly or seating in turf areas, which approval shall not be unreasonably withheld.
- 9. **Point of Contact.** Each party shall designate one (1) primary point of contact and one (1) alternate point of contact (collectively, the “Points of Contact”) for purposes of day-to-day coordination and communication under this Agreement. The City’s Points of Contact shall be designated by the City’s Parks and Recreation Department, and ISD No. 279’s Points of Contact shall be designated by the District Administration. Each party shall provide the other party with the names, titles, phone numbers, and email addresses of its designated Points of Contact and shall promptly notify the other party of any changes.

The Points of Contact shall be responsible for timely communication and coordination during transition periods between City and ISD No. 279 use of the Aspen Ridge Fields, including but not limited to circumstances where instructional activities, transportation schedules, or events extend beyond scheduled Primary Use times. Such communication may include notice of delayed school bus departures, extended ISD No. 279 or City use, access requests for restroom facilities, lighting, or other improvements, and coordination to avoid or minimize conflicts between City and ISD No. 279 users. The parties agree to cooperate in good faith through their respective Points of Contact to address operational issues as they arise and to ensure the safe and efficient shared use of the Aspen Ridge Fields.

10. **Liability**

- a. **Cooperative Entity.** To the full extent permitted by law, the Agreement is intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minn. Stat. §471.59; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minn. Stat. Ch. 466 or otherwise.

- b. **Tort Liability.** To the extent that tort damages or other related costs or fees become payable to a third party as the result of this Agreement or the activities carried out hereunder, the parties to this Agreement shall each be responsible for their own actions and each pay an amount equal to their respective percentage of liability. Notwithstanding the foregoing, this Agreement is solely for the benefit of the parties hereto and no other person or entity shall have any right, claim, or interest in it.
- c. **Workers' Compensation.** Neither party shall be responsible for injuries or death of the other party's personnel. Each party will maintain workers' compensation coverage at least to the extent required by law on its respective personnel who perform work pursuant to this Agreement.
- d. **Comprehensive Liability Insurance.** The parties shall each maintain their own comprehensive liability insurance policy or program in at least the amounts specified as to the extent of liability under Minn. Stat. §§ 466.04 and 471.59 or otherwise under applicable law. ISD No. 279 will be named as an additional insured on the City's policy and the City will be named an additional insured on ISD No. 279's policy. Each party shall furnish the other party a certificate of insurance documenting the required coverage.

11. **Miscellaneous**

- a. **Dispute Resolution.** If a dispute develops between the parties regarding interpretation of the rights and obligations of the parties under this Agreement, the parties shall cooperate promptly to attempt to resolve the matter administratively. If any dispute remains unresolved in whole or in part for a period of 60 days from and after the date of initial occurrence of the dispute, such administrative remedies shall be deemed exhausted. In the case of any dispute which also involves a material breach authorizing the non-breaching party to exercise its rights to terminate the Agreement, the non-breaching party shall be entitled, but not required, to exercise such rights concurrent with any exercise of rights under this section. If the dispute cannot be resolved in accordance with this section, either party may then exercise any and all of the rights and remedies available to such party under applicable law. For the purposes of this Agreement the term "material breach" shall mean any act or omission that significantly impairs the use of the Aspen Ridge Fields.
- b. **Termination for Cause.** In the event of any material breach of any of the terms of this Agreement, the party alleging the breach may, in addition to, and not in lieu of, any other remedies available to such party under this Paragraph 10(b) of this Agreement or otherwise under applicable law, seek to terminate this Agreement by giving the breaching party written notice specifying the nature of the breach. If the breach is not remedied within thirty (30) days of the date of delivery of such notice, or if additional breaches of a materially similar nature occur within the thirty (30) day period following the date of delivery of said

notice, the party alleging the breach may send the breaching party a second written notice setting forth the time, place and date of a meeting to discuss the breach, the time, date and place for which shall in all respects be reasonable and shall specify a date not later than ten (10) days from the date of such written notice. The Superintendent for ISD No. 279 or his or her designee(s) and the City Administrator for the City or his or her designee(s) shall attend such meeting. If the breach continues for more than thirty (30) days (or such longer period as the party alleging the breach may have set for a cure reasonably requiring longer than 30 days) after the date of such meeting, the party alleging the breach may send a final written notice of termination to the breaching party terminating this Agreement effective upon the date of delivery of such notice. Upon any termination of the City's rights under this Agreement occurring pursuant to this paragraph, ISD No. 279 must promptly reimburse the City for the reasonable value of its investment.

- c. **Termination for Future School Use.** The parties acknowledge that ISD No. 279 is and shall remain the fee owner of the Property. Notwithstanding any provision of this Agreement to the contrary, following the Initial Term, ISD No. 279 retains the right to determine that all or any portion of the Property containing the Aspen Ridge Fields is required for future school district purposes, including, without limitation, the construction, expansion, redevelopment, renovation, or operation of school facilities, parking, transportation facilities, or other educational uses.

In the event ISD No. 279 determines that such future school district use is required, ISD No. 279 may terminate this Agreement in whole or in part upon not less than twenty-four months (24) months' prior written notice to the City. The Parties acknowledge that long-term planning is important to both the City and ISD No. 279. Accordingly, if ISD No. 279 identifies a potential future need for all or a portion of the Property containing the Aspen Ridge Fields for school district purposes, including school construction, expansion, redevelopment, or renovation of additional facilities, ISD No. 279 shall provide notice to the City as soon as reasonably practicable and the Parties shall work collaboratively and in good faith to discuss the potential impact on the Aspen Ridge Fields, explore reasonable alternatives, and plan for an orderly transition.

No termination of this Agreement or modification that eliminates the use of a Shared Space shall occur until the Parties have conducted an accounting of the financial assets and liabilities involved with the impacted Shared Space(s).

As part of such accounting, ISD No. 279 shall reimburse the City for the remaining value of the City's capital investment, if any, in the impacted Shared Space(s), taking into consideration depreciation, useful life, replacement history, and the age and condition of the improvements. If the Parties are unable to agree upon the remaining value, such value shall be determined by an independent professional with expertise in park and recreational facilities and depreciation of

assets who is mutually selected by the Parties and whose determination shall be final and binding.

- d. **Termination for Convenience.** This Agreement shall not be subject to termination for convenience unless first agreed upon in writing by the parties.
- e. **Waiver.** Failure or delay in exercising any right or remedy will not constitute a waiver of such right or remedy. Nor will partial exercise preclude further exercise of such right or remedy. No waiver is effective unless in writing and signed by the parties.
- f. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- g. **Binding Effect.** The covenants, conditions, and agreements contained herein shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- h. **Entire Agreement.** This Agreement, including all exhibits, schedules and other documents expressly incorporated by reference constitute the complete agreement between the parties and supersedes all prior agreements relating to such subject matter.
- i. **Amendments.** Amendments to this Agreement must be in writing and signed by both parties to be valid.
- j. **Severability.** If any provisions of this Agreement shall be declared invalid or unenforceable, the parties shall negotiate in good faith to reach an Agreement on and for the remaining terms.
- k. **Governing Law.** This Agreement shall in all respects be governed by and interpreted under the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have subscribed their names as of the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT
NO. 279**

By _____
Its Board Chair

By _____
Its Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, respectively the Board Chair and Board Clerk of Independent School District No. 279, on behalf of said independent school district.

Notary Public

CITY OF MAPLE GROVE

By _____
Its Mayor

By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, respectively the Mayor and City Clerk of the City of Maple Grove, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

By _____
Its Board Chair

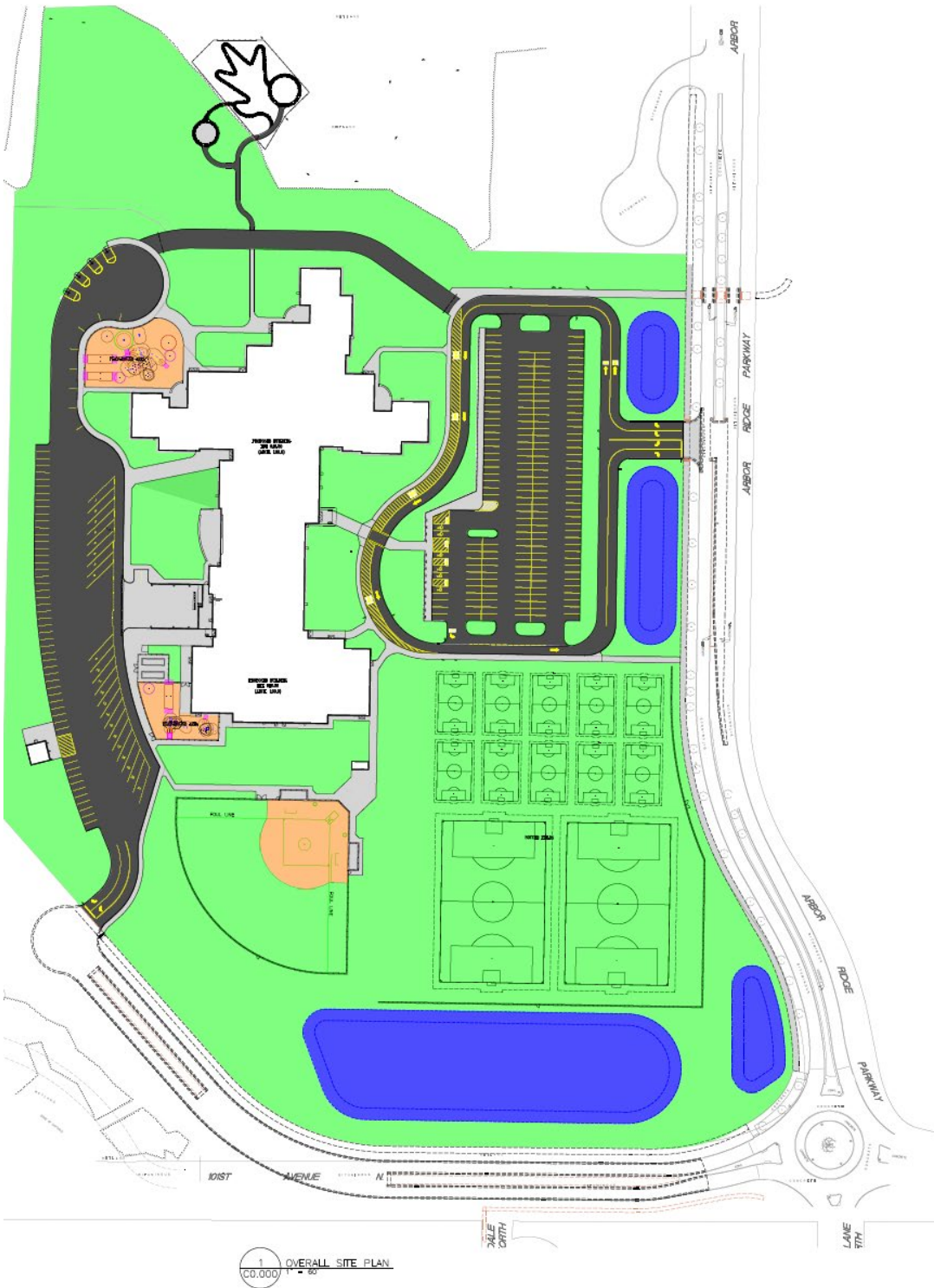
[illegible]

Notary Public

EXHIBIT A
ASPEN RIDGE FIELDS

Exhibit A

Site Plan and Scope of Work



Maple Grove New Elementary School
NW Corner of Arbor Ridge Parkway
N and 101st Ave N, Maple Grove,
MN 55311

Osseo Area Schools
11200 53rd Ave. N.
Maple Grove, MN 55369



WOLD ARCHITECTS
AND ENGINEERS
203 Minnesota Street, Suite 200
Maple Grove, MN 55311
wold.com | 952.227.7773

BKBM
Bentley, Kohn, Kohn, Bentley & Mattern
10000 Oakdale Avenue, Suite 200
Maple Grove, MN 55311
952.227.7773
bkbm.com

CONSTRUCTION DOCUMENTS

Issued for the purpose of construction of the project described herein and for no other purpose. This document is the property of the architect and shall not be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without the prior written permission of the architect.

Kevin A. Bohl
Kevin A. Bohl
Principal
10/1/2018
10/1/2018
10/1/2018

Revision	Description	Date

Client: OSSEO AREA SCHOOLS
Date: 10/1/2018
Drawn: WBL
Check: WBL

OVERALL SITE PLAN CO.000



Maple Grove New Elementary School
City of Maple Grove Fields Scope

- A. Softball Field
 - a. Backstop fencing
 - b. Irrigation
 - c. Convenience power
 - d. Fencing and dugouts
 - e. No site lighting included
- B. Multi-Purpose Field
 - a. Irrigation
 - b. Site lighting
 - c. Perimeter fencing
- C. Out Building
 - a. Two toilet rooms
 - b. Storage Space
 - c. Utility / Infrastructure Room with meters
 - d. Irrigation pump

EXHIBIT B

LICENSE AGREEMENT

LICENSE AGREEMENT

This License Agreement (“License”) is entered into pursuant to Section 3 of the Joint Powers Agreement between Independent School District No. 279 (“ISD No. 279”) and the City of Maple Grove and Maple Grove Parks and Recreation Board (collectively, the “City”) concerning the Aspen Ridge Fields located on a portion of the Property owned by ISD No. 279 known as Aspen Ridge Elementary School.

1. Grant of License. ISD No. 279 hereby grants to the City, and the City’s elected officials, employees, agents, contractors, consultants, and invitees, a non-exclusive license to enter upon and use those portions of the Property reasonably necessary for the operation, maintenance, repair, replacement, and use of the portion of the Property identified as the “Aspen Ridge Fields” in accordance with the Joint Powers Agreement.

2. Nature of License. Nothing contained in this License or the Joint Powers Agreement shall be construed as:

- a. conveying any ownership interest in the Property; or
- b. limiting ISD No. 279’s ownership and control of the Property, except as expressly provided in the Joint Powers Agreement.

ISD No. 279 shall remain the sole fee owner of the Property at all times.

3. Term. The term of this License shall commence on the Effective Date of the Joint Powers Agreement and shall automatically terminate upon termination of the Joint Powers Agreement, without further action by either party.

4. Permitted Use. The City may use the Property for purposes authorized under the Joint Powers Agreement, including:

- maintenance, repair, replacement, and operation of the Aspen Ridge Fields;
- recreational programming and events permitted under the Joint Powers Agreement; and
- access to utilities, lighting, irrigation systems, restroom facilities, and related improvements serving the Aspen Ridge Fields.

The City shall not use the Property for any purpose inconsistent with the Joint Powers Agreement.

5. Compliance with Laws and Policies. The City shall comply with all applicable federal, state, and local laws, ordinances, regulations, and permits applicable to its activities on the Property. The City and its employees, agents, contractors, consultants, and invitees shall comply with applicable ISD No. 279 policies governing access to school property and visitor conduct to the extent such policies do not conflict with the Joint Powers Agreement.

6. No Exclusive Possession. The License granted herein is non-exclusive. ISD No. 279 reserves the right to access and use all portions of the Property consistent with the Joint Powers Agreement. Nothing herein shall be construed to grant the City exclusive possession of any portion of the Property.

7. No Assignment. The City shall not assign, transfer, convey, pledge, mortgage, or otherwise encumber this License or any rights granted herein except as expressly permitted in the Joint Powers Agreement.

8. Restoration. Upon expiration or termination of this License, any improvements that have become the property of ISD No. 279 pursuant to the Joint Powers Agreement shall remain with the Property.

9. Controlling Document. In the event of any conflict between this License and the Joint Powers Agreement, the terms of the Joint Powers Agreement shall control.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have subscribed their names as of the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT
NO. 279**

By _____
Its Board Chair

By _____
Its Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, respectively the Board Chair and Board Clerk of Independent School District No. 279, on behalf of said independent school district.

Notary Public

CITY OF MAPLE GROVE

By _____
Its Mayor

By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, respectively the Mayor and City Clerk of the City of Maple Grove, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

MAPLE GROVE PARKS AND RECREATION BOARD

By _____
Its Board Chair

By _____
Its Director

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, respectively the Board Chair and Director of the Maple Grove Parks and Recreation Board, an appointed board of the City of Maple Grove authorized by Minn. Stat. § 412.501 and City Code Chapter 22, Article IV, on behalf of the entity and pursuant to the authority granted by its Board.

Notary Public

EXHIBIT C

Letter of Intent



July 23, 2025
Revised January 6, 2026

Chuck Stifter
Parks and Recreation Director
City of Maple Grove
12800 Arbor Lakes Parkway North
Maple Grove, Minnesota 55369

Re: City of Maple Grove
Maple Grove New Elementary School Playfields
Commission No. 9999

Dear Chuck:

We appreciate the opportunity to partner with the City of Maple Grove on the Maple Grove New Elementary School Playfields. We are pleased to present the following scope of work, schedule and associated fee per the City's partnership with Osseo School District.

This letter serves as a Letter of Intent for services rendered to the City of Maple Grove. Design work will be performed under the Master Contract held with Osseo School District, and will be outlined in the Joint Powers Agreement between the City of Maple Grove and Osseo School District. This project will be procured through a change order to Ebert Construction, under the contract currently held by Ebert Construction and Osseo School District for the Maple Grove New Elementary School.

Scope of Work:

The base scope of work is a new softball field, new tournament soccer fields with lighting, a toilet and utility building and associated irrigation, utilities and walkways. Work will occur on the south side of the existing Maple Grove New Elementary School site located at 18375 Arbor Ridge Parkway North in Maple Grove, Minnesota. Lighting for the softball field will not be included in this project at this time.

Recommended Project Budget:

The construction costs for the above scope of work is estimated at \$1,670,200. For this type of scope, we recommend adding a project cost factor of 1.2 to cover fees, testing, FF&E and project contingencies. As such, the total recommended project budget for this scope of work is \$2,004,240. *Per the final construction cost, our revised project budget recommendation would be \$2,181,600.*

Proposed Schedule:

June-August 2025	Design
August-September 2025	Change Order Executed
September, 2025-July 2026	Construction

Wold Architects and Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402
woldae.com | 612 772 9025

**PLANNERS
ARCHITECTS
ENGINEERS**

**Proposed Fee:**

The recommended project budget includes design fees. Per our Master Contract with Osseo School District, the design fee is 6% of the estimated construction cost and half of the contingency for the proposed scope of work:

	\$	1,670,200	Anticipated Construction Cost
	\$	41,755	50% Contingency
	\$	1,711,955	Total Fee Basis
x		6%	Fee Percent
	\$	102,717	Total Fee

Revised Fee Post Construction Cost

	\$	1,818,000	Construction Cost
	\$	45,450	50% Contingency
	\$	1,863,450	Total Fee Basis
x		6%	Fee Percent
	\$	111,807	Total Revised Fee

As the scope of this project is ongoing, at this time the fee will be modified per any additional scope that is included per the City of Maple Grove.

We are excited for the opportunity to work with the City of Maple Grove on this project! We are committed to partnering with you to see this project through to a successful completion. If you have any questions, please do not hesitate to call!

Sincerely,

Wold Architects and Engineers

Lynae Schoen | IIDA, LEED AP, Assoc. AIA
Education Practice Leader

City of Maple Grove

Chuck Stifter
Parks and Recreation Director

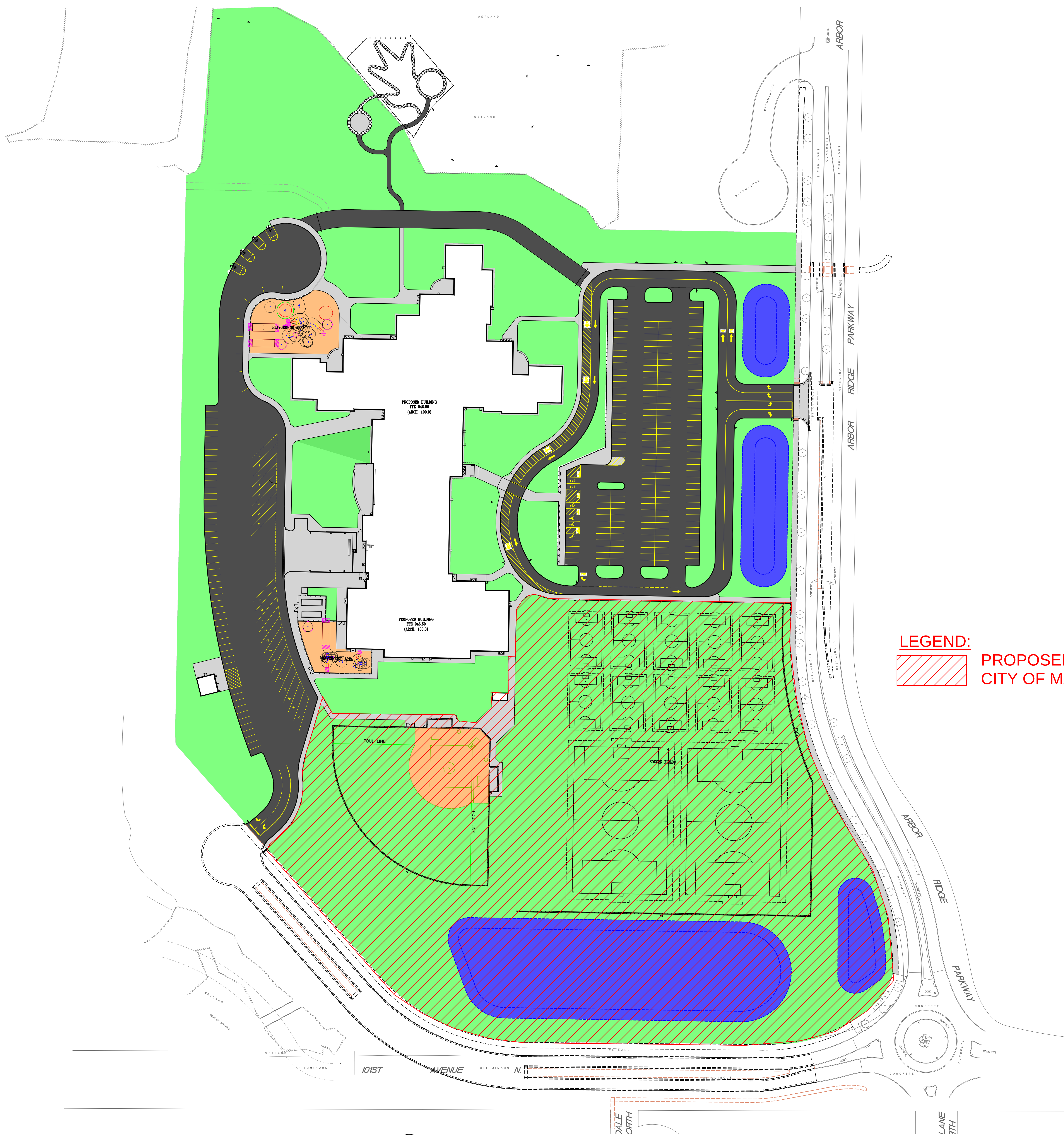
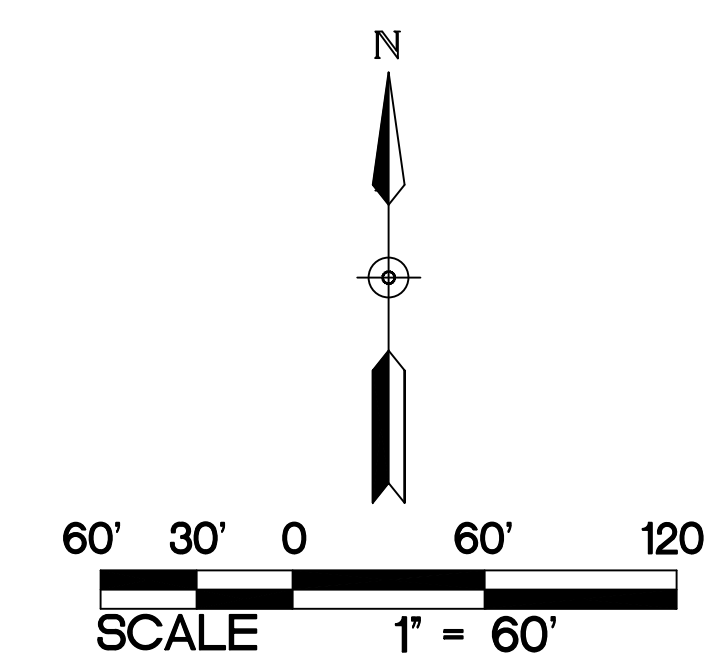
01-16.2026

Date

cc: Artemis Ettsen, Wold
Accounting

EXHIBIT D

Maintenance Area



LEGEND:
[Green hatched box] PROPOSED AREA OF MAINTENANCE FOR CITY OF MAPLE GROVE
[Blue hatched box]