

SHARED USE AGREEMENT

THIS AGREEMENT is made and entered into on this 15th day of March, 2000, by and between **INDEPENDENT SCHOOL DISTRICT NO. 110**, an independent school district existing under the laws of the State of Minnesota (the "District"), and the **CITY OF WACONIA**, a body corporate and politic under the laws of the State of Minnesota (the "City").

RECITALS

A. The District is constructing an integrated middle school building (the "School Building") and a community center (the "Community Center") to be known as the Waconia Middle School and the Waconia Community Center, respectively (collectively, the "Building"), all on land legally described on Exhibit "A" attached hereto (the "Land");

B. The District has entered into that Community Center Lease Agreement, dated on even date herewith, with the Waconia Economic Development Authority, a body corporate and politic under the laws of the State of Minnesota (the "EDA"), pursuant to which the District has leased to the EDA a portion of the Community Center known therein as the "Premises" (the "EDA Premises"), all in accordance with the terms thereof (the "EDA Lease");

C. Contemporaneous with the District's and the EDA's entry into the EDA Lease, and pursuant to the terms thereof, each of the EDA and the City have entered into that certain Community Center Lease With Option to Purchase Agreement, dated on even date herewith, pursuant to which the EDA has subleased to the City the EDA Premises (referred to herein as the "City Premises"), all in accordance with the terms thereof (the "City Sublease");

D. The District owns, or will own upon completion thereof, both the School Building and the Community Center, together with such of the Land as comprises the footprint for the School Building and Community Center and all exterior parking areas, accessways, and common areas related thereto;

E. Both the District and the City desire to provide for the joint and shared use of certain of the facilities located within the Community Center in an effort to make the best use of such facility and to provide effective programs and services to residents of the City, the District and the outlying community, all in accordance with the terms and provisions of this Agreement.

AGREEMENT

NOW, THEREFORE in consideration of the premises, and the mutual covenants and agreements set forth herein, each of the District and the City do hereby agree as follows:

Section 1. Defined Terms.

(a) For purposes of this Agreement, the following definitions shall apply:

"Accessways" shall have the meaning ascribed to it in the EDA Lease.

"Adult Recreation" shall mean such recreational programs and activities, to the extent suitable for conduct in the Community Center, as shall be primarily targeted to families or post-high school aged groups and individuals, including without limitation the following: (i) such league or non-league sports activities as basketball, volleyball, floor hockey, tennis, badminton, handball, softball and football; (ii) such exercise classes as aerobics, kick boxing, tae kwon do, yoga, tai chi, dance lessons and golf lessons; (iii) such other recreational activities as aquatic activities and ping pong; and (iv) such services related to off-site recreational activities, as provision of trail maps, rental of cross country ski and snow shoe equipment, provision of picnic kits, and other similar services.

"Applicable Law" shall mean (i) all applicable provisions of all constitutions, statutes, ordinances, rules, regulations, and orders of all governmental and/or quasi-governmental bodies, other than the District; (ii) reasonable rules and policies that are regularly adopted by the District with respect to all of the District's public school buildings and that concern the health, safety and well being of the District's public school students; provided, however, that any such rule or policy shall only be considered "Applicable Law" hereunder at such point in time that a written copy of the same is delivered to the City; and (iii) orders, judgments and decrees of all courts and arbitrators. The District shall promptly provide the City with a complete copy of the District's rules and policies prior to or upon execution of this Agreement and with written notice of any rules and policies that are canceled or repealed.

"Building" shall have the meaning ascribed to it in the Recitals set forth above.

"City" shall mean the City of Waconia, a body corporate and politic under the laws of the State of Minnesota.[§]

"City Premises" shall have the meaning ascribed to it in the Recitals set forth above.

"City Sublease" shall have the meaning ascribed to it in the Recitals set forth above.

"Cold Water Sub-meter" shall have the meaning ascribed to it in the EDA Lease.

"Commencement Date" shall have the meaning ascribed to it in the EDA Lease.

"Common Areas" shall have the meaning ascribed to it in the EDA Lease.

"Community Center" shall have the meaning ascribed to it in the Recitals set forth above, all as shown on Exhibit "B" attached hereto.

"Community Education Agreement" shall mean that Community Education and Recreation Agreement, dated June 6, 1994, by and between the City and the District.

"District" shall mean Independent School District No. 110, an independent school district existing under the laws of the State of Minnesota.

"Electric Meter B" shall have the meaning ascribed to it in the EDA Lease.

"EDA" shall have the meaning ascribed to it in the Recitals set forth above.

"EDA Lease" shall have the meaning ascribed to it in the Recitals set forth above.

"Gas Sub-meter" shall have the meaning ascribed to it in the EDA Lease.

"Gymnasium" shall mean the gymnasium as shown on Exhibit "C" attached hereto.

"Land" shall have the meaning ascribed to it in the Recitals set forth above.

"Lap Pool Area" shall mean the lap swimming pool area as shown on Exhibit "C" attached hereto.

"Lessee's Proportionate Share" shall have the meaning ascribed to it in the EDA Lease.

"Operating Costs" shall have the meaning ascribed to it in the EDA Lease.

"Operating Costs for the Shared Space" shall have the meaning ascribed to it in the EDA Lease.

"Permitted City Uses" shall mean; only to the extent permitted under Applicable Law, (i) all recreational and athletic activities and programs, including without limitation Adult Recreation activities and programs (excluding, except as otherwise expressly provided herein, any such activities and programs as shall be primarily targeted to high school aged, or younger, individuals or groups); (ii) health care services ancillary to the uses described in (i) above, and consisting only of the following services: (A) fitness consultations including exercise instruction, exercise testing and exercise prescription, (B) health and wellness services including instruction, fitness challenges, programs, games, and activities which enhance excitement and fun while promoting wellness, (C) therapeutic massage, (D) injury prevention services, and (E) athletic performance training; (iii) business, civic and educational meetings and activities; (iv) swimming lessons and other aquatic activities for all age groups; (v) social gatherings, including without limitation weddings, birthday

parties for adults and children, playland activities for children, and reunions; and (vi) such other uses as the District may, in its sole discretion, acknowledge in writing to be a Permitted City Use.

"Primary Use Period" shall mean that period of time commencing as of November 1 of each calendar year, and continuing uninterrupted through and including March 15 of the following calendar year.

"Recreational Pool Area" shall mean the recreational swimming pool area as shown on Exhibit "C" attached hereto.

"Related Building Operating Costs" shall have the meaning ascribed to it in the EDA Lease.

"School Building" shall have the meaning ascribed to it in the Recitals set forth above, all as shown on Exhibit "B" attached hereto.

"School Days" shall mean all calendar days during the School Year during which classes or exams are scheduled to be held by the District for the District's public school students.

"School Hours" shall mean that period of time, during School Days, during which the District holds, or has scheduled to hold, classes or exams for its public school students, inclusive of intervening lunch periods or other breaks or interruptions, each which School Day shall commence as of thirty (30) minutes in advance of the commencement of such classes and/or exams and shall terminate as of as of thirty (30) minutes following the conclusion of such classes and/or exams.

"School Premises" shall mean that portion of the Community Center excluding the EDA Premises.

"School Year" shall mean all calendar days during the District's then current school year (exclusive of summer school and inclusive of other school sessions comprising a portion of such school year, if applicable), commencing as of the first day of such school year and ending as of the last day of such school year.

"Secondary Use Period" shall mean, as to each School Year, (i) that period of time commencing as of the first School Day of such School Year and continuing through and including October 31 of such School Year; and (ii) that period of time commencing as of March 16 of such School Year and continuing through and including the last School Day of such School Year.

"Shared City Space" shall mean those areas within the Gymnasium, other than the running track, as constitute a portion of the City Premises, as to which the District shall have rights of access and use for the purpose of conducting permitted activities of the District, as set forth in this Agreement and as shown on Exhibit "D" attached hereto, and including without limitation all furnishings commonly located and used in said spaces (and excluding, absent the prior consent of

the City, all supplies, personal property, equipment, or sports equipment commonly located or used therein).

"Shared Gymnasium Space" shall mean the collective reference to the Shared School Gymnasium Space and the Shared City Space.

"Shared School Gymnasium Space" shall mean those areas within the Gymnasium as constitute a portion of the School Premises, as to which the City shall have rights of access and use for the purpose of conducting permitted activities of the City, as set forth in this Agreement and as shown on Exhibit "D" attached hereto, and including without limitation all furnishings commonly located and used in said spaces (and excluding, absent the prior consent of the District, all supplies, personal property, equipment, or sports equipment commonly located or used therein).

"Shared School Pool Area Space" shall mean those areas within the Lap Pool Area as constitute a portion of the School Premises, as to which the City shall have rights of access and use for the purpose of conducting permitted activities of the City, as set forth in this Agreement and as shown on Exhibit "D" attached hereto, and including without limitation all furnishings commonly located and used in said spaces (and excluding, absent the prior consent of the District and except as otherwise expressly provided in this Agreement, all supplies, personal property, equipment, or sports equipment commonly located or used therein).

"Shared School Space" shall mean the shall mean the collective reference to the Shared School Gymnasium Space and the Shared School Pool Area Space.

"Shared Space" shall mean the shall mean the collective reference to the Shared City Space and the Shared School Space.

"Swim Meet" shall mean any weekday or weekend swim meet, invitational swim meet or other swim tournament (i) sponsored by the District, (ii) which includes participation by one or more swim teams organized by the District, together with one or more swim teams organized by a school district other than the District, and (iii) which is organized or initiated at the direction of either (A) the athletic conference, school league, or other counterpart organization charged with responsibility for organizing or overseeing such events, or (B) in the absence of any such athletic conference, school league or other counterpart organization, the District (provided, however, that the number of such Swim Meets as shall be scheduled by the District under this subparagraph (B) shall not exceed ten (10) Swim Meets during any calendar year).

"Swim Meet Hours" shall mean that period of time, at any time during a calendar year, during which a Swim Meet has been scheduled to held, which Swim Meet Hours shall commence as of ninety (90) minutes in advance of the scheduled start time for the actual Swim Meet competition and shall terminate as of as of thirty (30) minutes following the conclusion of such actual Swim Meet competition.

"Summer Use Period" shall mean, as to each calendar year, that period of time commencing as of the first day immediately following the last School Day of any School Year and continuing through and including the first day immediately preceding the first School Day of the next ensuing School Year.

"Youth Recreation" shall mean recreational programs and activities other than those programs and activities which constitute Adult Recreation; provided, however, swimming lessons, other aquatic activities, birthday parties, and playland activities for high school aged, or younger, individuals or groups shall not constitute Youth Recreation.

(b) Other Terms. Except as to those terms otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the respective meanings ascribed to them in the EDA Lease.

Section 2. Term of Agreement.

Unless earlier terminated as otherwise provided herein, this Agreement shall commencement upon the Commencement Date and shall continue for a term of thirty (30) years.

Section 3. Licenses to Use of Shared Space.

Section 3.1. License to District for Use of Shared City Space. The City hereby grants the District for the term hereof a nonexclusive license, in common with the City, to use and occupy the Shared City Space in accordance with the provisions of this Agreement.

Section 3.2. License to City for Use of Shared School Space. The District hereby grants the City for the term hereof a nonexclusive license, in common with the District, to use and occupy the Shared School Space, Common Areas and Accessways in accordance with the provisions of this Agreement.

Section 4. General Limitation on City Use of Shared Space. Subject only to Sections 4.1 and 4.2 of this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, the City shall be prohibited from using, and shall not use, all or any portion of the Shared Space at any time during School Hours for all days during the School Year, all of which Shared Space shall, for the duration thereof, be available for the exclusive use and enjoyment of the District; provided, however, the City may from time to time otherwise use all or any portion of the Shared Space during School Hours upon the express written consent of the District, which consent may be withheld by the District in its sole discretion.

Section 4.1. Exceptions to General Limitation. Notwithstanding Section 4 above, the City shall be entitled to limited use of the Shared Space during such restricted periods, as follows:

- 
- (a) During each and every Primary Use Period and Secondary Use Period, the City shall be entitled to the exclusive use of one gymnasium basketball court located in the Shared Gymnasium Space: (i) for an uninterrupted period of time, on Monday through Friday of each calendar week, from 11:00 a.m. through and including 1:00 p.m.; and (ii) for such other periods of time as the District may permit in writing in its sole discretion; and
- (b) During each and every Primary Use Period and Secondary Use Period, the City shall be entitled to the nonexclusive use, in common with the District, of the lap swimming pool located in the Shared Pool Space: (i) for two (2) uninterrupted periods of time to be scheduled, as described herein, at such times as shall be compatible with the District's then applicable physical education schedule, each such use to occur during, and to approximately equal, the District's then scheduled classroom periods, the duration of each such use not to be less than forty-five (45) minutes, nor more than one (1) hour, in length of time, on Monday through Friday of each calendar week, each such use period to be scheduled as follows: (A) one such period shall be scheduled to occur within the time period commencing at 8:00 a.m. and continuing through and including 12:00 Noon of each such day; and (B) the other such period shall be scheduled to occur within the time period commencing at 12:00 Noon and continuing through and including 3:00 p.m. of each such day; and (ii) for such other periods of time as the District may permit in writing in its sole discretion.

Section 4.2. Adjustments to School Hours, Days and Year. In the event of any adjustments or changes by the District from time to time to its schedule for School Hours, School Days, or any School Year, if implemented by the District in compliance with state or federal law, rules or regulations, including without limitation state or federal mandates for increases or decreases in annual educational hour requirements, the following shall apply:

- (a) Subject to Sections 4.1(a) and (b) above and Sections 4.2(b) and (c) below, the exclusive and priority use allocations of the Shared Space, as are more fully described in Section 5 below and on Exhibit "E", and Exhibit "F", attached hereto, shall be deemed modified in accordance with this Section 4.2 to ensure that (i) the District retain exclusive use of the Shared Space during School Hours for any School Days which are added to the School Year; and (ii) in the case of any increase in School Hours during any School Day, the District receive a corresponding increase in the number of exclusive use hours

for the Shared Space during non-School Hours for each such School Day.

- (b) For any School Year during which the District shall add School Days in accordance with this Section 4.2, the District's right to retain exclusive use of the Shared Space during School Hours for any School Days which are so added to the School Year shall in no event entitle the District to such exclusive use for more than five (5) School Days in excess of the number of scheduled School Days for the District's School Year in effect as of the date of this Agreement; and
- (c) For any School Year during which the District shall increase School Hours during any School Day in accordance with this Section 4.2, in no event shall the District have the right to receive a corresponding increase in the number of exclusive use hours for the Shared Space during non-School Hours for each such School Day in excess of more than sixty (60) minutes; provided, however, in no event shall the District have the right to receive a corresponding increase in the number of exclusive use hours for the Shared Space during non-School Hours for each such School Day beyond 6:00 p.m. on any School Day constituting a Monday, Wednesday or Friday. The limited right granted to the District to increase its exclusive use of the Shared Space during School Hours as described this Section 4.2(c) shall in no way confer upon the District the right to change the exclusive use and priority use times described in Section 5 of this Agreement, or in Exhibit "E", Exhibit "F", or Exhibit "G" attached hereto, except in accordance with this Section 4.2(c).
- (d) The parties hereto shall amend this Agreement from time to time, in accordance with Section 20.1 hereof, to reflect any and all modifications arising or adopted pursuant to this Section 4.2.

Section 5. Use of Shared Space. Subject to the general limitations on the City's use of the Shared Space in accordance with Section 4 of this Agreement, use by the District and the City of the Shared Space shall be subject to the exclusive use times and priorities of use set forth in this Section 5.

Section 5.1. Shared Gymnasium Space (Primary Use Period). Use of the Shared Gymnasium Space between the District and the City, during and throughout the Primary Use Period, shall be determined and allocated as follows:

- (a) The District shall have exclusive use of the Shared Gymnasium Space at all times for which such exclusive use is granted to the District in accordance with Exhibit "E" attached hereto.
- (b) The City shall have exclusive use of the Shared Gymnasium Space at all times for which such exclusive use is granted to the City in accordance with Exhibit "E" attached hereto.
- (c) The District shall have scheduling priority over the City for the exclusive use of the Shared Gymnasium Space at all times for which such scheduling priority is granted to the District in accordance with Exhibit "E" attached hereto.
- (d) The City shall have scheduling priority over the District for the exclusive use of the Shared Gymnasium Space at all times for which such scheduling priority is granted to the City in accordance with Exhibit "E" attached hereto.

Section 5.2. Shared Gymnasium Space (Secondary Use Period). Use of the Shared Gymnasium Space between the District and the City, during and throughout the Secondary Use Period, shall be determined and allocated as follows:

- (a) The District shall have exclusive use of the Shared Gymnasium Space at all times for which such exclusive use is granted to the District in accordance with Exhibit "F" attached hereto.
- (b) The City shall have exclusive use of the Shared Gymnasium Space at all times for which such exclusive use is granted to the City in accordance with Exhibit "F" attached hereto.
- (c) The District shall have scheduling priority over the City for the exclusive use of the Shared Gymnasium Space at all times for which such scheduling priority is granted to the District in accordance with Exhibit "F" attached hereto.
- (d) The City shall have scheduling priority over the District for the exclusive use of the Shared Gymnasium Space at all times for which such scheduling priority is granted to the City in accordance with Exhibit "F" attached hereto.

Section 5.3. Shared Gymnasium Space (Summer Use Period). Use of the Shared Gymnasium Space between the District and the City, during and throughout the Summer Use Period, shall be determined and allocated as follows:

- (a) The District shall have exclusive use of the Shared Gymnasium Space at all times for which such exclusive use is granted to the District in accordance with Exhibit "G" attached hereto.
- (b) The City shall have exclusive use of the Shared Gymnasium Space at all times for which such exclusive use is granted to the City in accordance with Exhibit "G" attached hereto.
- (c) The District shall have scheduling priority over the City for the exclusive use of the Shared Gymnasium Space at all times for which such scheduling priority is granted to the District in accordance with Exhibit "G" attached hereto.
- (d) The City shall have scheduling priority over the District for the exclusive use of the Shared Gymnasium Space at all times for which such scheduling priority is granted to the City in accordance with Exhibit "G" attached hereto.

Section 5.4. Shared Pool Space (Primary Use Period). Subject to Section 5.7 below, use of the Shared Pool Space between the District and the City, during and throughout the Primary Use Period, shall be determined and allocated as follows:

- (a) The District shall have exclusive use of the Shared Pool Space at all times for which such exclusive use is granted to the District in accordance with Exhibit "E" attached hereto.
- (b) The City shall have exclusive use of the Shared Pool Space at all times for which such exclusive use is granted to the City in accordance with Exhibit "E" attached hereto.
- (c) The District shall have scheduling priority over the City for the exclusive use of the Shared Pool Space at all times for which such scheduling priority is granted to the District in accordance with Exhibit "E" attached hereto.
- (d) The City shall have scheduling priority over the District for the exclusive use of the Shared Pool Space at all times for which such scheduling priority is granted to the City in accordance with Exhibit "E" attached hereto.

Section 5.5. Shared Pool Space (Secondary Use Period). Subject to Section 5.7 below, use of the Shared Pool Space between the District and the City, during and throughout the Secondary Use Period, shall be determined and allocated as follows:

- (a) The District shall have exclusive use of the Shared Pool Space at all times for which such exclusive use is granted to the District in accordance with Exhibit "F" attached hereto.
- (b) The City shall have exclusive use of the Shared Pool Space at all times for which such exclusive use is granted to the City in accordance with Exhibit "F" attached hereto.
- (c) The District shall have scheduling priority over the City for the exclusive use of the Shared Pool Space at all times for which such scheduling priority is granted to the District in accordance with Exhibit "F" attached hereto.
- (d) The City shall have scheduling priority over the District for the exclusive use of the Shared Pool Space at all times for which such scheduling priority is granted to the City in accordance with Exhibit "F" attached hereto.

Section 5.6. Shared Pool Space (Summer Use Period). Subject to Section 5.7 below, use of the Shared Pool Space between the District and the City, during and throughout the Summer Use Period, shall be determined and allocated as follows:

- (a) The District shall have exclusive use of the Shared Pool Space at all times for which such exclusive use is granted to the District in accordance with Exhibit "G" attached hereto.
- (b) The City shall have exclusive use of the Shared Pool Space at all times for which such exclusive use is granted to the City in accordance with Exhibit "G" attached hereto.
- (c) The District shall have scheduling priority over the City for the exclusive use of the Shared Pool Space at all times for which such scheduling priority is granted to the District in accordance with Exhibit "G" attached hereto.
- (d) The City shall have scheduling priority over the District for the exclusive use of the Shared Pool Space at all times for which such scheduling priority is granted to the City in accordance with Exhibit "G" attached hereto.

Section 5.7. Swim Meets. Notwithstanding anything to the contrary set forth in Sections 5.4, 5.5 and 5.6 above, the District shall be granted exclusive use of the Shared Pool Space during Swim Meet Hours for any Swim Meet. In addition, at all times during Swim Meet Hours for

any Swim Meet, the City shall prohibit and restrict any and all use of the Recreational Pool Area, whether by the City, any invitee of the City or any other person or entity; provided, however, at all times during Swim Meet Hours for any Swim Meet, the City authorizes the District to permit reasonable use of such portions of the Recreational Pool Area (excluding the recreational pool) as may be necessary or appropriate for accommodating temporary seating areas for participating swim teams, temporary placement of any equipment in connection with any Swim Meet, or any other use by participating swim teams, tournament officials, or tournament staff (including volunteer staff) reasonably related to the conduct of a Swim Meet.

Section 5.8. Scheduling.

- (a) Exclusive Use Periods. Neither party is required to schedule in advance any use of any of the Shared Space for any period during which such party has been granted exclusive use of such Shared Space; provided, however, the District shall provide the City with advance notice as soon as reasonably practicable of the schedule for all Swim Meets, such notice to be provided not less than three (3) months prior to the date of each such Swim Meet.
- (b) Shared Gymnasium Space. Subject to Section 5.8(a) above, the District and the City, as applicable, shall be responsible for all scheduling of the Shared Gymnasium Space for any period of time during which such party has exclusive or priority use of the Shared Gymnasium Space. All requests for scheduling of any priority use of the Shared Gymnasium Space shall be submitted by the party requesting use to such person or persons as may be designated by the party with scheduling responsibility from time to time to perform scheduling responsibility on behalf of such party for priority use of the Shared Gymnasium Space, such requests to include the times and duration of such requested uses. Unless otherwise permitted by the party with scheduling responsibility, all such requests for priority use of the Shared Gymnasium Space shall be submitted to the designee(s) of the party with scheduling responsibility not less than fourteen (14) days in advance of the requested use dates. In the event of conflicting requests for use of any of the Shared Gymnasium Space during any period in which a party has been granted priority use for such space, and unless otherwise agreed between the parties, scheduling of such space shall be determined in accordance with the applicable priorities of use as set forth in this Agreement.
- (c) Shared Pool Space. Subject to Section 5.8(a) above, the City shall be responsible for all scheduling of the Shared Pool Space for any period of time during which the City has been granted exclusive use, or any

party has been granted priority use, for such space, and the District shall be responsible for all scheduling of the Shared Pool Space for any period of time during which the District has exclusive use of the Shared Pool Space. All requests for scheduling of any priority use of the Shared Pool Space shall be submitted by the party requesting use to such person or persons as may be designated by the City from time to time to perform all scheduling responsibility for priority use of the Shared Pool Space, such requests to include the times and duration of such requested uses. Unless otherwise permitted by the City, all such requests for priority use of the Shared Pool Space shall be submitted to the City's designee(s) not less than three (3) months in advance of the requested use dates. In the event of conflicting requests for use of any of the Shared Pool Space during any period in which a party has been granted priority use for such space, and unless otherwise agreed between the parties, scheduling of such space shall be determined in accordance with the applicable priorities of use as set forth in this Agreement.

- (d) Special Activities. Special activities by the District and/or the City may require preparation of the Shared Space. The scheduling of all such special activities, as well as the scheduling of all preparations for such special activities, shall be determined in accordance with Section 5.8(a), (b) and (c) of this Agreement. The parties agree to try to schedule all such preparatory work at times and in such a manner as will minimize any disruption to the regular programs of the District and the City on or within the Shared Space.

Section 6. Operating Costs. The District and the City hereby agree that, with respect only to those Operating Costs assumed by the City in accordance with the City Sublease, the following shall apply:

Section 6.1. Shared Space Operating Costs: In addition to any payment by the City of Lessee's Proportionate Share of Operating Costs for the Shared Space, the City shall additionally pay:

- (a) That portion of expenses associated with Electrical Meter B as shall result in an aggregate allocation of expenses associated with Electrical Meter B as follows: (i) the City shall pay eighty-five percent (85%) of all expenses associated with Electrical Meter B; and (ii) the District shall pay fifteen percent (15%) of all expenses associated with Electrical Meter B;

CONDENSATE Meters.

- (b) That portion of expenses associated with the Gas Sub-meter as shall result in the City shall paying one hundred percent (100%) of all expenses associated with the Gas Sub-meter; and
- (c) That portion of expenses associated with the Cold Water Sub-meter as shall result in the City shall paying one hundred percent (100%) of all expenses associated with the Cold Water Sub-meter

Section 6.2. Related Building Operating Costs. In lieu of any payment by the City of Lessee's Proportionate Share of Related Building Operating Costs for snow removal in connection with the Accessways or any parking lots comprising Common Areas, each of the District and the City will separately perform such snow removal as follows: (i) the District will conduct, at its sole cost and expense, all snow removal with respect to any parking lots comprising Common Areas and the sidewalks comprising a portion of the Accessways; and (ii) the City will conduct, at its sole cost and expense, all snow removal with respect to any driveway comprising a portion of the Accessways; and

Section 6.3. Operating Costs for the Shared Space.

- (a) Payment/Performance by City. In consideration for the reallocation of utility expenses, as set forth in Section 6.1 above, and in lieu of any other obligation to pay (excluding any obligation by the City or the EDA to pay for Lessee's Proportionate Share of Operating Costs for the Shared Space for any expenses associated with Required Capital Improvements or Related Building Capital Improvements to the Shared Space, which obligation shall continue in effect) by the City of Lessee's Proportionate Share of that portion of Operating Costs for the Shared Space which is attributable to the Shared Pool Space, including without limitation Operating Costs associated with the purchase of pool chemicals, supplies and equipment, employment costs (including without limitation wages, salaries and all benefits) associated with the hiring of any pool managers, supervisors, life guards, or other staff (excluding teachers, physical education instructors, school life guards, and other school-related personnel separately employed by the District) with respect to the operation, maintenance or repair (other than repairs constituting Required Capital Improvements or Related Building Capital Improvements to any portion of the Shared Space) of the Shared Pool Space, the City will (i) separately perform, at its sole cost and expense, all operation and management of the Shared Pool Space, such operation and management to include without limitation, the hiring and supervision of all pool managers, supervisors, life guards used in connection with the operation of the Community Center, or other staff (excluding

teachers, physical education instructors, life guards used by the District in connection with its activities, and other school-related personnel separately employed by the District) with respect to the operation of the Shared Pool Space, and the purchasing of all necessary pool chemicals, supplies and equipment (other than capital equipment, Required Capital Improvements, and Related Building Capital Improvements), and (ii) pay and reimburse the District in full for all costs incurred by the District in connection with the maintenance and repair (other than repairs constituting Required Capital Improvements or Related Building Capital Improvements to any portion of the Shared Space, costs for which repairs shall be paid by the City only to the extent of Lessee's Proportionate Share thereof) of the Shared Pool Space (including without limitation labor charges and materials costs), such maintenance to include without limitation the performance of all periodic cleaning and routine maintenance of the lap swimming pool located in the Shared Pool Space, including without limitation all necessary or appropriate adding or changing of pool chemicals, management of water quality, conduct of periodic water testing, and such other responsibilities as may be necessary to maintain the pool water in a clean, sanitary and healthy condition in accordance with any applicable health and safety laws, rules or ordinances then in effect. All labor charges paid or reimbursed by the City in accordance herewith shall include without limitation a reasonable allocation of all wages, salaries and benefits for all such employees of the District so performing such responsibilities).

- (b) Payment by District. In lieu of any performance by the District of any of its obligations under the EDA Lease to perform such of the obligations allocated to, and assumed by, the City with respect to the Shared Pool Space in accordance with (a) above, and in lieu of any other obligation to pay (excluding any obligation by the District to pay for its share of any expenses associated with Required Capital Improvements or Related Building Capital Improvements to the Shared Space, which obligation shall continue in effect) by the District toward that portion of Operating Costs for the Shared Space which is attributable to the Shared Pool Space, the District shall pay the City the following: (i) for the period commencing as of the Commencement Date and continuing for the first twenty (20) years of the term hereof, One Hundred Five Thousand and No/100ths Dollars (\$105,000.00) per year, payable in twelve (12) equal monthly installments as of the Commencement Date and the first business day of each and every calendar month thereafter (provided, however, the annual amount payable hereunder for each year of the term of this

Agreement after the initial year hereof, as measured from the Commencement Date, shall be the payment amount for the immediately preceding year, increased, upon the commencement of the next year, by one percent (1%) of the annual amount paid for the immediately preceding year); and (ii) for the period commencing as of the first business day of the twenty-first (21st) year of the term hereof, and continuing for the remainder of the term hereof, annual payments, each in the aggregate amount paid for the immediately preceding year (without further increase or adjustment), payable in twelve (12) equal monthly installments as of the first such business day and the first business day of each and every calendar month thereafter.

Section 6.4. Except as may otherwise be provided in this Section 6, and except for such of those Operating Costs as may be retained by the EDA and not assumed by the City in accordance with the City Sublease, payment by the City of Lessee's Proportionate Share of all Operating Costs shall be in accordance with the terms of the EDA Lease.

Section 7. Maintenance of Facility. Except as otherwise set forth in this Agreement, all maintenance, repairs, capital expenditures, cleaning and janitorial services relating to the School Building, Community Center, Common Areas and Accessways shall be performed in accordance with the terms of the EDA Lease.

Section 8. Supervision and Equipment.

Section 8.1. General Supervision of Community Center and School Building. Except as set forth in Sections 8.2 and 8.3 below, supervision and security for the Community Center and School Building shall be provided as follows:

- (a) Community Center. The City shall provide, and be responsible for, all supervision and security for the Community Center.
- (b) School Building. The District shall provide, and be responsible for, all supervision and security for the School Building.

Section 8.2. Supervision of Shared Gymnasium Space.

- (a) Use by District. The District shall provide reasonable supervision and security with respect to those portions of the Shared Gymnasium Space reserved for or used by it, together with all Common Areas and Accessways accessible therefrom during all such periods so used.

- (b) Use by City. The City shall provide reasonable supervision and security with respect to those portions of the Shared Gymnasium Space reserved for or used by it, together with all Common Areas and Accessways accessible therefrom during all such periods so used.

Section 8.3. Supervision of Shared Pool Space.

- (a) Use by District. The District shall provide reasonable supervision and security with respect to those portions of the Shared Pool Space reserved for or used by it, together with all Common Areas and Accessways accessible therefrom during all such periods so used.
- (b) Use by City. The City shall provide reasonable supervision and security with respect to those portions of the Shared Pool Space reserved for or used by it, together with all Common Areas and Accessways accessible therefrom during all such periods so used.

Section 8.4. Equipment. In connection with their use of the Shared Space, and except as may be otherwise agreed between the District and the City from time to time, each of the District and the City shall furnish all of their own equipment, and the equipment of the other shall at all times be left intact and undisturbed; provided, however, the District and the City shall be entitled to use of such of the other party's equipment as shall be permanently located in the Shared Space as shall consist of any lap swimming pool lane ropes or markers, and any health and safety equipment, such as life preservers, gafts, first aid equipment and other similar equipment, and any volley ball standards and nets.

Section 8.5. Activities. Except as may be otherwise agreed between the District and the City from time to time, each of the District and the City shall make reasonable efforts to limit those activities taking place in the Shared Space to those activities for which such Shared Space was designed and which will not be destructive to such Shared Space or the equipment located therein, or otherwise carry an unreasonable risk of injury or harm to the participants, supervisors or spectators of such activities. In no event shall an agreement between the parties to permit on one occasion the conduct of an activity in violation with the requirements of this Section 8.5 be deemed to permit subsequent occurrences of the same or similar activity unless expressly so contemplated between the parties.

Section 9. Permitted Uses. Notwithstanding anything to the contrary in the EDA Lease, the City may use the City Premises for Permitted City Uses.

Section 10. User Fees and Rental Rates for Others. The City shall establish, in its sole discretion, the fee and rental rates, either on an annual or per use basis, or a combination of both, that invitees of the City shall pay for use of the Community Center. Notwithstanding anything to the contrary above, the City agrees as follows: (i) in regard to all daily use fees and all swimming lesson

fees, the City will not discriminate between residents of the City and constituents of the District; and (ii) with respect to all other fees, rates and other charges as may be charged by the City from time to time, the amount of such fees, rates and other charges as shall be payable by constituents of the District who are not also residents of the City shall at all times equal an amount not greater than one hundred sixteen and eight-tenths percent (116.8%) of those counterpart fees, rates and other charges as shall then be payable by constituents of the City.

Section 11. Community Center Revenues. The City shall be entitled to all fees and other revenues derived from the operation of the Community Center or associated therewith of any nature whatsoever including, but not limited to, revenue derived from user fees, rent, concession sales, vending machines, corporate sponsorships, grants and legislative appropriations directed to the Community Center, naming rights, and donations; provided, however, the District shall retain any and all revenue, if any, generated or received by the District in connection with any use by the District of the Shared Space, including without limitation admission fees for Swim Meets or other athletic tournaments or competitions, and receipts from the sale of programs, concessions (other than vending machine sales) or any related merchandise.

Section 12. Miscellaneous Facilities and Equipment.

Section 12.1. Cafeteria. During the term of this Agreement, the District agrees that it will from time to time license to the City the use of the cafeteria located in the Building for any Permitted Uses when it is not otherwise being used by the District. The terms, date, time and duration of each such license shall be established in accordance with the District's then applicable facilities use policy.

Section 12.2. Community Center Meeting Rooms. During the term of this Agreement, the City agrees that it will from time to time license to the District the use of one or more of the meeting rooms located in the Community Center for any Permitted Uses when it is not otherwise scheduled, prior to any request by the District, for use by invitees of the City. The terms, date, time and duration of each such license shall be established in accordance with the City's then applicable policy.

Section 12.3. Bleachers. During the term of this Agreement, the District agrees that it will from time to time license, without cost, to the City the use of any portable bleachers located in the Building when the District is not otherwise using them for District purposes. The date, time and duration of each such license shall be established on a case by case basis by mutual agreement between the City and the District. The City shall be responsible for any damage to, or destruction of, such bleachers as may occur during any such use.

Section 13. Advisory Group. From and after the Commencement Date, and throughout the term of this Agreement, the City shall establish an advisory group to provide the City with feedback and non-binding input as to the operation of the Community Center. The composition of and the procedures governing any such group shall be established from time to time by the City, in its

discretion; provided, however, the District shall have the right to appoint one representative to such advisory group.

Section 14. Insurance. All insurance obligations of the District and the City shall be performed in accordance with the terms of the EDA Lease.

Section 15. Indemnification.

Section 15.1. District. The District hereby indemnifies and holds the City harmless from and against any and all claims, demands, liabilities, and expenses, including reasonable attorney's fees, arising from the District's use of the Shared Space, the Common Areas, the Accessways, the School Premises, the School Building, or the Property, or from any act permitted, or any omission to act, in or about the Shared Space, the Common Areas, the Accessways, the School Premises, the School Building, or the Property, by the District or its officers, employees, independent contractors, agents, or invitees, or from any breach or default by the District of this Agreement, except to the extent caused by the City's negligence or willful misconduct. In the event any action or proceeding shall be brought against the City by reason of any such claim, the District shall defend the same at the District's expense by counsel reasonably satisfactory to the City. The provisions of this Section 15.1 shall survive any termination of this Agreement.

Section 15.2. City. The City hereby indemnifies and holds the District harmless from and against any and all claims, demands, liabilities, and expenses, including reasonable attorney's fees, arising from the City's use of the City Premises, the Shared Space, the Common Areas, the Accessways, or the Property, or from any act permitted, or any omission to act, in or about the City Premises, the Shared Space, the Common Areas, the Accessways, or the Property, by the City or its officers, employees, independent contractors, agents, or invitees, or from any breach or default by the City of this Agreement, except to the extent caused by the District's negligence or willful misconduct. In the event any action or proceeding shall be brought against the District by reason of any such claim, the City shall defend the same at the City's expense by counsel reasonably satisfactory to the District. The provisions of this Section 15.2 shall survive any termination of this Agreement.

Section 16. Property Damage. All repair obligations of the District and the City shall be performed in accordance with the terms of the EDA Lease.

Section 17. Notices. Any notice required or permitted to be sent hereunder shall be in writing Federal Express, courier delivery, facsimile transmission, or U.S. Mail to the following addresses, or to such other address as may be specified from time to time in writing by the District or the City:

If to the District:

Waconia Public Schools
24 South Walnut Street
Waconia, Minnesota 55387
Attn: Superintendent

If to the City:

City of Waconia
109 Elm Street South
Waconia, Minnesota 55387
Attn: City Administrator

Notice shall be deemed effective upon the expiration of one (1) day following mailing via Federal Express delivery; upon receipt in the case of courier delivery; upon the expiration of one (1) business day following the date of transmission if transmitted by facsimile; and upon the expiration of three (3) days following mailing in the case of mailing via U.S. Mail.

Section 18. Termination.

Section 18.1. Termination for Cause. In the event of any material breach of any of the terms of this agreement, the party alleging the breach may 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 the District 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 twenty (20) 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.

Section 18.2. Termination Without Cause. The District may terminate this Agreement without cause, effective as of June 30 of any calendar year, upon delivery to the City, on or before February 1 of such calendar year, of advance written notice of termination. Delivery of any notice of termination under this Section 18.2 shall be deemed to constitute delivery of notice of termination of the EDA Lease under Section 28 of the EDA Lease. Any payment, or obligations expressly assumed, by the District to the EDA pursuant to Section 28 of the EDA Lease, together with any obligations, if any, of the District to the EDA which survive termination by the District, pursuant to Section 28 of the EDA Lease, of the EDA Lease, shall without duplication be the sole and exclusive remedy for the District's termination hereunder, and the City hereby waives any and all rights to specific performance, damages, or any other remedy available in equity or in law in connection with any termination of this Agreement by the District pursuant to this Section 18.2.

other than rights with respect to obligations, if any, which survive such termination of this Agreement.

Section 18.3. Termination of EDA Lease. This Agreement shall automatically terminate, without notice to any party, effective as of any termination of the EDA Lease.

Section 18.4. Survival of Reimbursement and Indemnification Obligations. Reimbursement and indemnification obligations arising from events occurring prior to any termination under this Section 18 shall survive such termination.

Section 19. Modification of Community Education Agreement. For so long as this Agreement remains in effect, the Community Education Agreement, is hereby amended by the terms of this Agreement to the extent of any conflict between the Community Education Agreement and this Agreement. Except as otherwise set forth in this Section, the Community Education Agreement continues in effect in all respects; provided, however, nothing herein shall be construed as obligating either party to continue such agreement except as may be otherwise separately set forth therein. Notwithstanding anything to the contrary contained herein, the City and the District hereby agree that, except to the extent that the District may from time to time elect not to organize and administer one or more Youth Recreation programs or activities, all Youth Recreation programs and activities shall, throughout the term of this Agreement, or until this Agreement is earlier terminated in accordance herewith, be organized and administered by the District.

Section 20. Agreement Review and Amendments.

Section 20.1. The parties or their designees shall meet annually to jointly review operations under this Agreement and, if necessary, to amend the terms of this Agreement. However, no amendment or modification of this Agreement shall be effective unless made in writing and signed by both parties.

Section 20.2. Designated staff employed by both the District and the City shall meet on a regular basis to facilitate effective scheduling of the Shared Space.

Section 20.3. Within one (1) month following any turnover of any City or District primary staff having responsibility for the operation and maintenance of the Community Center, the parties shall meet to jointly review this Agreement and the performance of the management responsible for the maintenance and operation of the facilities referenced in this Agreement. For purposes of this Agreement, the term "primary staff" shall mean the following: (i) as to the District, the individual or collective reference to those persons filling the following position(s): (A) the Superintendent of the District, (B) the principal for the School, and (C) such other persons as may be designated from time to time by the Superintendent of the District or the principal for the School; and (ii) as to the City, (A) the City Administrator, (B) the Community Center Manager, and (B) such other persons as may be designated by the City Administrator or the Community Center Manager.

Section 20.4. Except as may be otherwise provided under Section 18.1 of this Agreement, if a dispute develops between the parties regarding the performance of the managerial personnel or the interpretation of the rights and obligations of the parties under this Agreement, such disputes shall be referred to the next administrative level of the respective bodies who shall attempt to settle the dispute. Such referral shall continue to succeeding levels of the respective bodies until all administrative levels have been exhausted; provided, however, all such administrative levels shall be deemed to have been exhausted in the event such dispute remains unresolved in whole or in part for a period of sixty (60) days from and after the date of initial occurrence of the dispute. If the dispute cannot be resolved in this manner, either party may pursue any other rights available to such party under applicable law.

Section 21. Nonmerger. The parties hereby agree that in no event shall the City's entry into the City Sublease, or any assignment or sale to, and/or assumption or purchase by, the City of any or all of the rights and/or interests of the EDA under the EDA Lease, or any conduct, action or course of dealing between the parties hereto, operate as, or be deemed to constitute, a merger of any or all of such rights or interests with any or all of the City's rights or interests, if any, under this Agreement, all of which rights and interests hereunder, if any, shall in all events and respects, and at all times, be deemed separate and severable from and against any and all such other rights and interests.

Section 22. Further Assurances. The District and the City shall execute and deliver such other or further documents or agreements, including without limitation any amendment or restatement hereof, and take such other or further actions, as either party may reasonably request, in order to correct scrivener's errors or defects in this Agreement, or to otherwise carry out the provisions and intent hereof.

Section 23. Relationship of Parties. The parties hereto agree that it is their intention hereby to create only the relationships of licensor and licensee, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, lessor and lessee, or a partnership, or a joint venture or enterprise between the parties hereto.

Section 24. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Section 25. Binding Effect. All of the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 26. Severability. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

Section 27. Governing Law. This Agreement shall in all respects be governed by and interpreted under the laws of the State of Minnesota.

Section 28. Counterpart Signatures. This Agreement may be executed in any number of counterparts, all of which shall constitute a single Agreement.

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

INDEPENDENT SCHOOL DISTRICT
NO. 110

By *St. M. Wilson*
Its Board Chairman

By *Jo Ann Gottmann*
Its Clerk

CITY OF WACONIA

By _____
Its _____

By _____
Its _____

Section 28. Counterpart Signatures. This Agreement may be executed in any number of counterparts, all of which shall constitute a single Agreement.

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

INDEPENDENT SCHOOL DISTRICT
NO. 110

By _____
Its _____

By _____
Its _____

CITY OF WACONIA

By Perry
Its Mayor

By Mary Johnson
Its City Clerk

EXHIBIT "A"

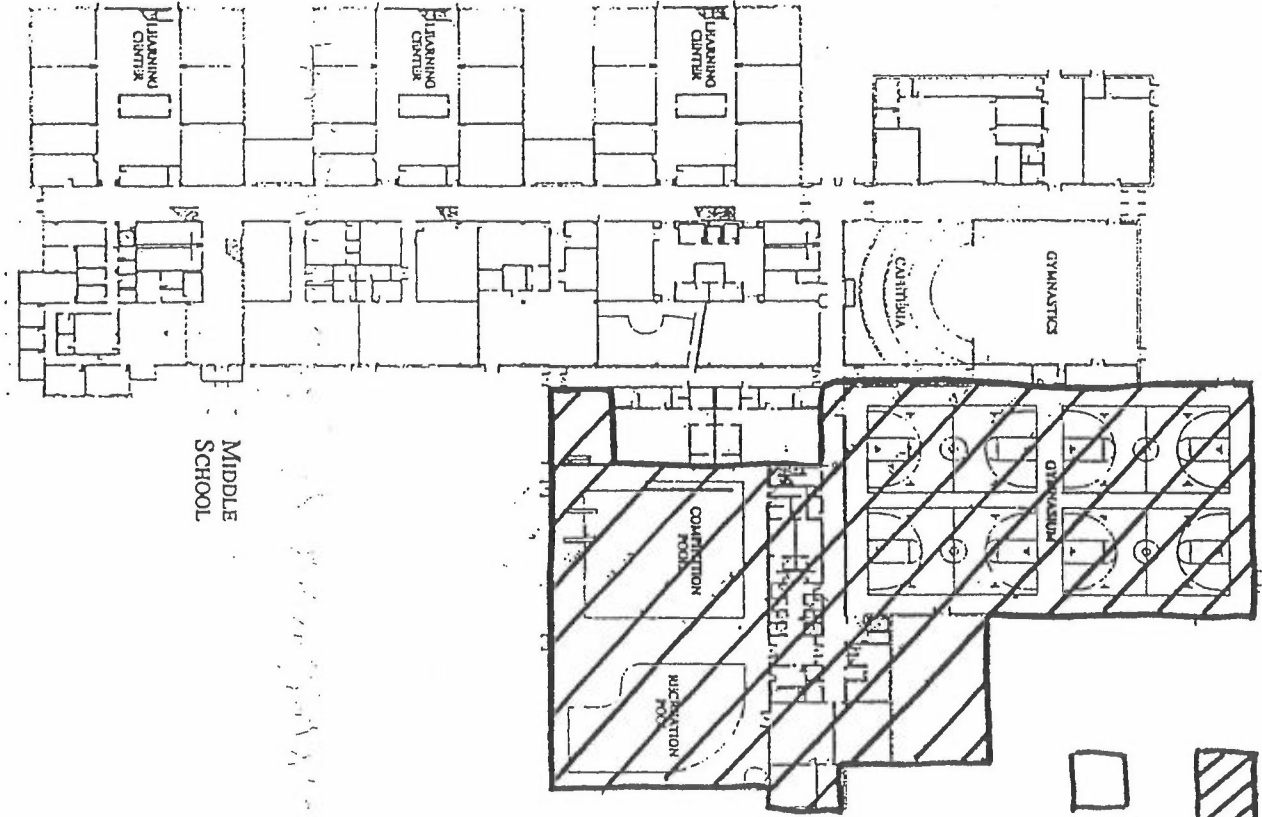
The Land

The North 779.86 feet of the West 10.00 acres of the Southwest Quarter of the Southeast Quarter and the East 509.44 feet of the North 779.89 feet of the Southeast Quarter of the Southwest Quarter, all in Section 22, Township 116, Range 25, Carver County, Minnesota.

EXHIBIT "B"

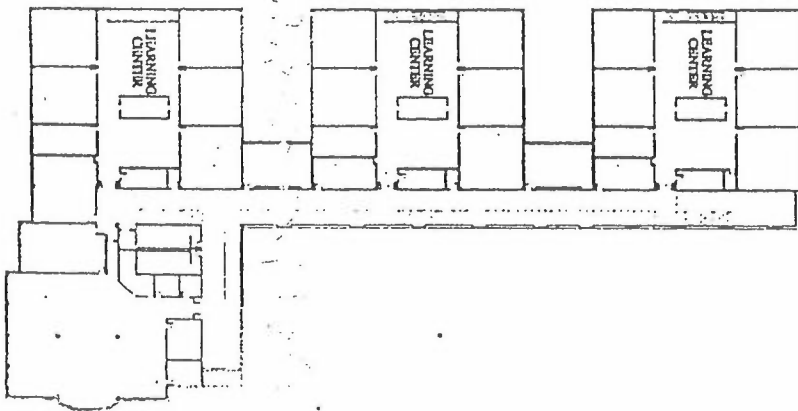
The Community Center and School Building

MAIN LEVEL

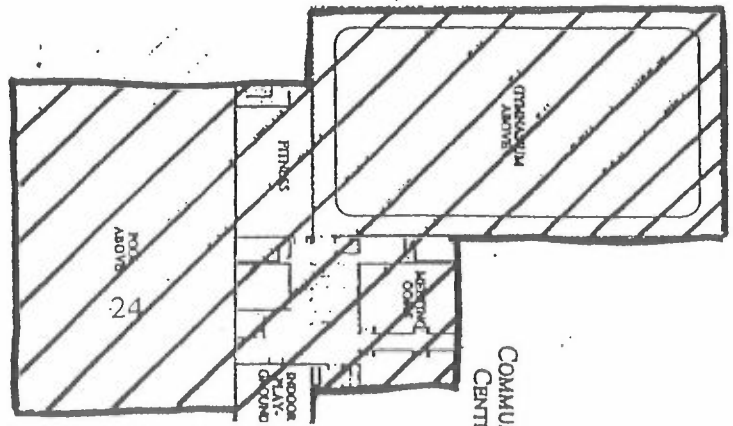


MIDDLE SCHOOL

SECOND LEVEL



 Community Center
 School Building

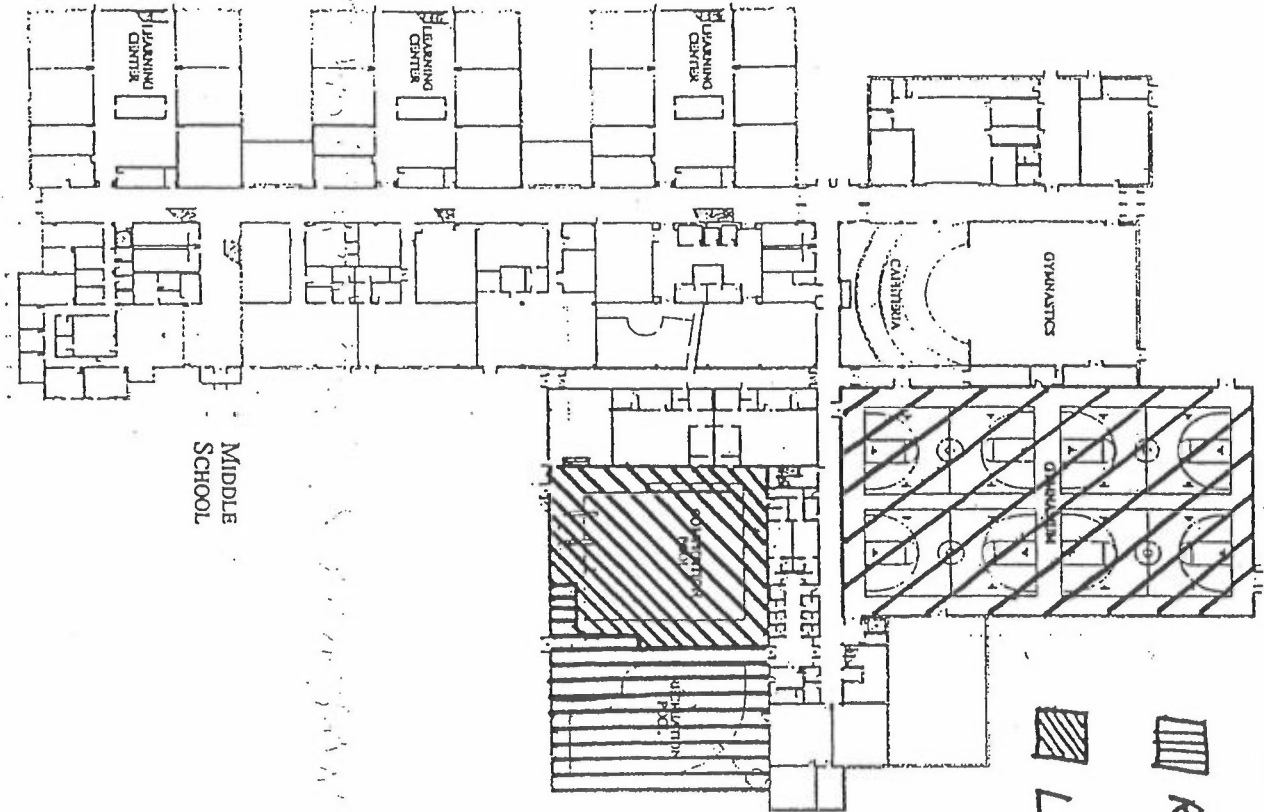


COMMUNITY CENTER

EXHIBIT "C"

The Gymnasium, Lap Pool Area and Recreational Pool Area

MAIN LEVEL

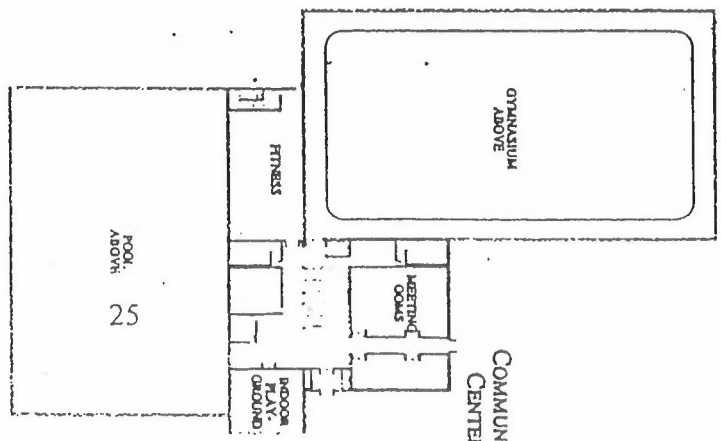
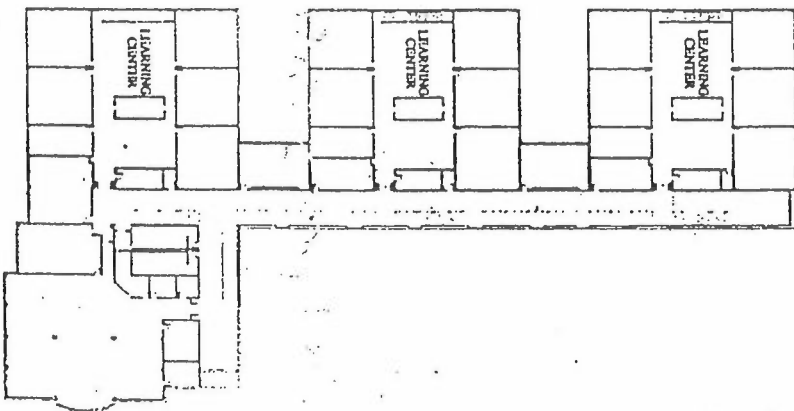


 Gymnasium

 Recreational Pool Area

 Lap Pool Area

SECOND LEVEL



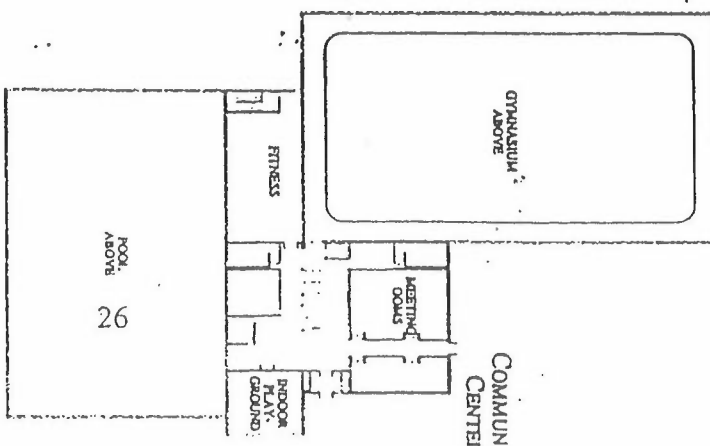
\\ODMAP\PCDOCS\RIDEN\47627\W3
March 6, 2001

WACONIA MIDDLE SCHOOL
COMMUNITY CENTER

The Shared Space



Shared Space



School Year - Peak, November 1 - March 15 Monday, Wednesday, Friday

The Primary Use Period Shared Use Schedule

EXHIBIT "E"

	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.					C*	
9-10:00 a.m.						
10-11:00 a.m.						
11-12:00 Noon	C					
12-1:00 p.m.	C				C*	
1-2:00 p.m.						
2-3:00 p.m.						
3-4:00 p.m.					S	
4-5:00 p.m.					S	
5-6:00 p.m.					S	
6-7:00 p.m.						
7-8:00 p.m.						
8-9:00 p.m.						
9-10:00 p.m.						



- City Clear Time



- School Clear Time



- Shared Time Priority C or S

*A period per day adjusted to accommodate school schedule quarterly.

School Year - Peak, November 1 -March 15

Tuesday, Thursday

	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.					C*	
9-10:00 a.m.						
10-11:00 a.m.						
11-12:00 Noon	C					
12-1:00 p.m.	C				C*	
1-2:00 p.m.						
2-3:00 p.m.						
3-4:00 p.m.					S	
4-5:00 p.m.					S	
5-6:00 p.m.					S	
6-7:00 p.m.						
7-8:00 p.m.						
8-9:00 p.m.						
9-10:00 p.m.						



- City Clear Time



- School Clear Time



- Shared Time Priority C or S

*A period per day adjusted to accommodate school schedule quarterly.

School Year - Peak, November 1- March 145

Saturday

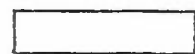
	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.	S	S	C	C	C	
9-10:00 a.m.	S	S	C	C	C	
10-11:00 a.m.	S	S	C	C	C	
11-12:00 Noon	S	S	C	C	C	
12-1:00 p.m.	S	S	C	C	C	
1-2:00 p.m.	S	S	C	C	C	
2-3:00 p.m.	S	S	C	C	C	
3-4:00 p.m.	S	S	C	C	C	
4-5:00 p.m.						
5-6:00 p.m.						
6-7:00 p.m.						
7-8:00 p.m.						
8-9:00 p.m.						
9-10:00 p.m.						



- City Clear Time



- School Clear Time



- Shared Time Priority C or S

School Year - Peak, November 1 - March 15 Sunday

	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.						
9-10:00 a.m.						
10-11:00 a.m.						
11-12:00 Noon						
12-1:00 p.m.						
1-2:00 p.m.						
2-3:00 p.m.						
3-4:00 p.m.						
4-5:00 p.m.						
5-6:00 p.m.						
6-7:00 p.m.						
7-8:00 p.m.						
8-9:00 p.m.						
9-10:00 p.m.						



- City Clear Time



- School Clear Time



- Shared Time Priority C or S

448-
Mar. 16--
last day sch
first day sc
Oct. 31

School Year -Off Peak Monday, Wednesday, Friday

The Secondary Use Period Shared Use Schedule

	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.					C*	
9-10:00 a.m.						
10-11:00 a.m.						
11-12:00 Noon	C					
12-1:00 p.m.	C				C*	
1-2:00 p.m.						
2-3:00 p.m.						
3-4:00 p.m.					S	
4-5:00 p.m.					S	
5-6:00 p.m.					S	
6-7:00 p.m.						
7-8:00 p.m.						
8-9:00 p.m.						
9-10:00 p.m.						

 - City Clear Time
 - School Clear Time
 - Shared Time Priority C or S

*A period per day adjusted to accomodate school schedule quarterly.

School Year, Off Peak Tuesday, Thursday

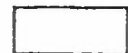
	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.					C*	
9-10:00 a.m.						
10-11:00 a.m.						
11-12:00 Noon	C					
12-1:00 p.m.	C				C*	
1-2:00 p.m.						
2-3:00 p.m.						
3-4:00 p.m.					S	
4-5:00 p.m.					S	
5-6:00 p.m.					S	
6-7:00 p.m.	S	S	C	C		
7-8:00 p.m.	S	S	C	C		
8-9:00 p.m.						
9-10:00 p.m.						



- City Clear Time



- School Clear Time



- Shared Time Priority C or S

*A period per day adjusted to accomodate school schedule quarterly.

School Year - Off Peak Saturday

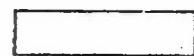
	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.	S	S	C	C	C	
9-10:00 a.m.	S	S	C	C	C	
10-11:00 a.m.	S	S	C	C	C	
11-12:00 Noon	S	S	C	C	C	
12-1:00 p.m.	S	S	C	C	C	
1-2:00 p.m.	S	S	C	C	C	
2-3:00 p.m.	S	S	C	C	C	
3-4:00 p.m.	S	S	C	C	C	
4-5:00 p.m.						
5-6:00 p.m.						
6-7:00 p.m.						
7-8:00 p.m.						
8-9:00 p.m.						
9-10:00 p.m.						



- City Clear Time



- School Clear Time



- Shared Time Priority C or S

School Year - Off Peak Sunday

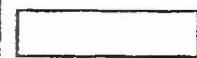
	Gym 1	Gym 2	Gym 3	Gym 4	Lane Pool	Play Pool
6-7:00 a.m.						
7-8:00 a.m.						
8-9:00 a.m.						
9-10:00 a.m.						
10-11:00 a.m.						
11-12:00 Noon						
12-1:00 p.m.						
1-2:00 p.m.						
2-3:00 p.m.						
3-4:00 p.m.						
4-5:00 p.m.						
5-6:00 p.m.						
6-7:00 p.m.						
7-8:00 p.m.						
8-9:00 p.m.						
9-10:00 p.m.						



- City Clear Time



- School Clear Time



- Shared Time Priority C or S

EXHIBIT "G"

The Summer Use Period Shared Use Schedule

...QDMA9CD0CSU1DERJ4762JUS
March 6, 2000