

JOINT POWERS AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of January, 2006, by and between Independent School District No. 110 (Waconia, St. Bonifacius, New Germany) (the "District") and the Carver-Scott Educational Cooperative No. 930-53 (the "CSEC"). The District and the CSEC are referred to herein as the "parties".

WHEREAS, the CSEC has entered into a Ground Lease Agreement dated August 4, 2005 with All Points Funding, LLC to lease the Land described therein to All Points Funding LLC; and

WHEREAS, the CSEC and All Points Funding, LLC have entered into a Lease Purchase Agreement (the "Lease") dated August 4, 2005 to provide financing for the renovation of the Project Building located on the Land and for the lease of the renovated Project Building and the Land (the "Leased Property") from all Points Funding LLC to the CSEC; and

WHEREAS, upon full payment or prepayment of the Lease, the CSEC has the Option to purchase the Leased Property for One Dollar (\$1.00); and

WHEREAS, the CSEC has agreed during the term of the Lease to sublease a portion of the Leased Property to the District; and

WHEREAS, in the resolution adopted June 21, 2005, authorizing the execution of the Lease and related documents, the governing board of the CSEC provided that it understood and agreed that if it exercised the option to purchase under the Lease, it would transfer the title to the Leased Property to Independent School District No. 110 (Waconia, St. Bonifacius, New Germany); and

WHEREAS, the District and the CSEC wish to formalize and make enforceable the understanding between the parties relating to the transfer of title to the Leased Property from the CSEC to the District as set forth in the resolution;

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

1. Authority. The Joint Powers Agreement is entered into pursuant to Minnesota Statutes, Section 471.59, as amended.

2. Agreement to Continue Sublease. The District agrees to continue to lease from the CSEC the portion of the Leased Property agreed upon annually by the parties during the entire term of the Lease pursuant to terms and conditions agreed between the parties. The parties agree that the base rent exclusive of operating costs for the sublease for each year shall be as specified on the document entitled "WACONIA PROPERTY SCHEDULE PAYMENTS" attached as EXHIBIT A hereto and incorporated herein by reference.

3. Agreement to Transfer Title. Upon payment by the District of all amounts set forth in EXHIBIT A hereto and upon payment of all other amounts set forth in the subleases during the entire term of the Lease, the CSEC will exercise its option to purchase as provided in Article X of the Lease at the time of full payment or prepayment of the Lease. Upon title being transferred to it by All Points Funding, LLC, or its successors or assigns, for the purchase price of One Dollar (\$1.00), the CSEC shall deliver or cause to be delivered to the District documents conveying to the District all of the right, title and interest of the CSEC in and to the real and personal property being purchased, as such property then exists, subject to those liens and encumbrances, if any, to which title to said property was subject when

conveyed to the CSEC. The Leased Property to be transferred is legally described as follows:

Lot 4, Block 2, Sudheimer Industrial Park, Second Addition,
Carver County Minnesota

4. Enforcement. Either party may exercise any remedy available to it in law or equity, including specific performance, to enforce the terms of this Agreement.

5. Amendments. This Agreement may be amended in writing by the parties. The amendment must be approved by resolution of the governing board of the CSEC and the school board of the District. The approved amendment shall be an addendum to this Agreement.

6. Duration. This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, any amendments hereto, or any state law terminating the Agreement.

7. Interpretation. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8. Savings Clause. Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision be found unlawful, representatives of the parties shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision. The newly agreed upon provision or amendment must be approved by the boards of the CSEC and the

District by resolutions adopted in the manner specified herein for the adoption of amendments.

9. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument.

IN WITNESS WHEREOF, the officers indicated below of the parties have signed this Agreement by authority of their respective school boards.

Approved at the meeting
of the School Board thereof
held on the ____ day of
_____, 200_

**INDEPENDENT SCHOOL DISTRICT NO. 110
(WACONIA, ST. BONIFACIUS, NEW GERMANY)**

By _____
Chair

By _____
Clerk

Approved at the meeting
of the Governing Board thereof
held on the ____ day of
_____, 200_

**CARVER-SCOTT EDUCATIONAL
COOPERATIVE NO. 930-53**

By _____
Chair

By _____
Clerk

EXHIBIT A