



# LINWOOD TOWNSHIP

ANOKA COUNTY

22817 Typo Creek Drive N.E.

Stacy, Minnesota 55079

(651) 462-2812 • Fax (651) 462-0500

E-Mail: [linwoodtownship@citlink.net](mailto:linwoodtownship@citlink.net)

Website: <http://linwoodtownship.org>

## AMENDED AGREEMENT

### Linwood Community Park and School Forest

This Agreement is by and between the TOWN OF LINWOOD, 22817 Typo Creek Drive N. E., Stacy, Minnesota 55079 and LINWOOD ELEMENTARY SCHOOL, INDEPENDENT SCHOOL DISTRICT NO. 831, 21900 Typo Creek Drive N.E., Wyoming, Minnesota 55092.

WHEREAS, the Town of Linwood acquired the following described tax-forfeited lands (the "Property") from the State of Minnesota on May 21, 1993 for the purposes and reasons of establishing and using the Property for park purposes for the benefit of the public to use and enjoy, to-wit:

That part of the Southwest Quarter of the Northeast Quarter of Section 05, Township 33, Range 22 lying westerly of the east 990 feet of said Quarter-Quarter, except road, subject to easements of record, AND Unplatted Township of Linwood, the Northeast Quarter of the Southwest Quarter of Section 05, Township 33, Range 22, AND Unplatted Township of Linwood, the Southeast Quarter of the Southwest Quarter of Section 05, Township 33, Range 22, AND Unplatted Township of Linwood, the Northwest Quarter of the Southeast Quarter of Section 05, Township 33, Range 22, AND Unplatted Township of Linwood, the Southwest Quarter of the Southeast Quarter of Section 05, Township 33, Range 22; all in the County of Anoka, State of Minnesota; and

WHEREAS, the Town of Linwood acquired the following described land (the "Property") by donation from Alan G. Grinde and Janice L. Grinde, as Trustees of the Alan G. Grinde Trust Agreement dated May 16, 1995, and Janice L. Grinde and Alan G. Grinde, as Trustees of the Janice L. Grinde Trust Agreement dated May 16, 1995, on October 13, 2009, for the purpose of adding the donated land and combining it with the existing Linwood Community Park and School Forest for the benefit of the public to use and enjoy, to-wit:

**Northwest Quarter of Southwest Quarter, Section 05, Township 33, Range 22,  
County of Anoka, State of Minnesota; and**

WHEREAS, the Linwood Town Board has instructed the Linwood Park and Recreation Commission to develop a plan for the usage of the Property; and

WHEREAS, the Park and Recreation Commission has recommended to the Town Board that walking trails, cross-country ski/snowshoe trails, sliding/tobogganing and other such low-impact activities be developed on the Property; and

WHEREAS, in particular, the property has been described as "pristine in nature," contains certain vegetation and protected birds, and is believed by the Town Board to be of unique value for public use, enjoyment and education; and

WHEREAS, it has come to the attention of the Town Board through its citizenry and the staff of Linwood Elementary School that the provisions of Minn. Stat. §89.41, together with Minn. Stat. §471.59, provide the means by which the Property can be maintained as a park and as a school forest, which would provide for the development and usage thereof for park and educational purposes beyond the scope currently being provided by the Town of Linwood; and

WHEREAS, the acquisition of the Property by the Town of Linwood for park purposes requires that Linwood utilize the Property for such purposes as a condition of continued ownership of the Property; and

WHEREAS, the Town Board finds that maintenance of the Property as a park and as a school forest, as contemplated by Minn. Stat. §89.41, is consistent with the utilization of the Property for park purposes; and

WHEREAS, Minn. Stat. §89.41, as it relates to the establishment of school forests, contemplates maintenance of the facility by a school; and

WHEREAS, the development of the Property as a school forest would enable Linwood Elementary School to apply for grants and scholarships to maintain and enhance the Property; and

WHEREAS, the Town of Linwood and Linwood Elementary School, Independent School District No. 831 find that the best way to establish a school forest on the Property is through the continued ownership of the Property by the Town of Linwood while creating, through this agreement, the means by which Linwood Elementary School may maintain educational programs and facilities related to the school forest established on the Property;

NOW, THEREFORE, IT IS HEREBY AGREED, by the Town of Linwood and Linwood Elementary School, Independent School District No. 831 that a common usage of the Property is established for the purpose of establishing and maintaining the Linwood Community Park and School Forest on the Property; and

IT IS FURTHER AGREED, that the fee ownership of the Property shall remain in the Town of Linwood and that the maintenance and control of the pupil instruction and management and the programs related thereto shall be under the exclusive jurisdiction and control of Linwood Elementary School; and

IT IS FURTHER AGREED, that responsibility for improvement and maintenance of the facilities on the Property shall be born by the Town of Linwood. Linwood Elementary School (Independent School District No. 831) may make additional improvements and may provide for the maintenance of those improvements as the parties mutually agree; and

IT IS FURTHER AGREED, that there is hereby created a School Forest Committee of the Linwood Community Park and School Forest consisting of four (4) appointees by the Linwood Town Board and four (4) appointees by Linwood Elementary School, which committee shall meet at least

annually and shall have full responsibility for the administration of the school forest, including, but not limited to, expenditure of necessary funds for improvement and maintenance of the school forest and such other matters as are necessary for the successful operation of the school forest; and

IT IS FURTHER AGREED, that before any major decision on developments of a permanent nature, each must first be presented to the Linwood Park and Recreation Commission and the Linwood Planning and Zoning Commission and be finally approved by the Linwood Town Board; and

IT IS FURTHER AGREED, that the aforesaid School Forest Committee shall report to the citizens, the Town Board, and the Park and Recreation Commission at each annual town meeting and shall report at least once each year to the staff of Linwood Elementary School and the P.T.A. with respect to any and all of its activities during the maintenance of the Linwood Community Park and School Forest, and approval of the budget for the school forest shall occur only when approved and submitted by the School Forest Committee to the Town Board and to Linwood Elementary School; and

IT IS FURTHER AGREED, that this Agreement between the Town of Linwood and Linwood Elementary School (Independent School District No. 831) will continue in duration until such time as both parties mutually agree to its termination or, in the event only one party wishes such termination, upon one (1) year written notice to the other; and

IT IS FURTHER AGREED, that any and all improvements or facilities placed or constructed on the Property shall be the property of the Town of Linwood, and the Town of Linwood shall be the sale owner of said improvements and facilities; and

IT IS FURTHER AGREED, that the school district shall not make improvements to the property (P.T.A. improvements excluded) which by law is not permitted; and

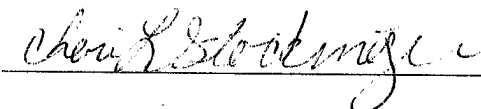
IT IS FURTHER AGREED, that each party shall obtain and maintain workers' compensation insurance and general liability insurance for bodily injury, personal injury and property damage occurring in the performance of this Agreement, and each shall provide certification in evidence of such coverage to the other party. Each party agrees to save and protect, hold harmless, defend and indemnify the other for any and all claims, causes of actions and damages of any nature whatsoever arising from, allegedly arising from, or related to the performance of each party pursuant to the terms of this Agreement.

Approved and agreed to this 11<sup>th</sup> day of February, 2011, by Linwood Elementary School, Linwood, Minnesota.

LINWOOD ELEMENTARY SCHOOL

By:   
Its: Principal

ATTEST:

By: 

Approved and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2011, by Independent School District No. 831, Forest Lake, Minnesota.

INDEPENDENT SCHOOL DISTRICT NO. 831

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

ATTEST:

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

Approved and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2011, by the Town of Linwood,, Minnesota.

TOWN OF LINWOOD

By: \_\_\_\_\_  
Its Chairman of the Board

ATTEST:

By: \_\_\_\_\_  
Its: Town Clerk