COOPERATIVE AGREEMENT
FOR THE
SOUTHSHORE SENIOR/COMMUNITY CENTER

THIS COOPERATIVE AGREEMENT FOR THE SOUTHSHORE SENIOR/ COMMUNITY CENTER is made on this 4 day of March, 1996, by and among the City of Deephaven, a Minnesota municipal corporation (Deephaven), the City of Excelsior, a Minnesota municipal corporation (Excelsior), the City of Greenwood, a Minnesota municipal corporation (Greenwood), the City of Shorewood, a Minnesota municipal corporation (Shorewood), and the City of Tonka Bay, a Minnesota municipal corporation (Tonka Bay), (hereinafter collectively referred to as "Cities").

RECITALS:

FIRST: Cities desire to develop a senior/community center (Center). The Center shall be used by senior citizens for educational and recreational activities, including, but not limited to, arts, crafts, music and other various programs of enrichment. In addition, the Center shall be used by citizens for banquets, receptions, reunions and other public and private events and other community-based activities such as those commonly provided at community centers throughout the area.

SECOND: Cities desire to combine resources pursuant to Minn. Stat. § 471.59 to develop and construct the Center.

NOW, THEREFORE, the parties covenant and agree as follows:

1.) Purpose. The parties have determined that each City is more economically and efficiently served by constructing and operating the Center together rather than each City constructing and operating its own community center. The parties agree that the Center shall be used by senior citizens for educational and recreational activities, including, but not limited to, arts, crafts, music and other various programs of enrichment. The Center shall also be used by citizens for banquets, receptions, reunions and other public and private events and other community-based activities such as those commonly provided at community centers throughout the area. Such programs and activities shall be consistent with the use of the surrounding and adjoining facilities. The overall guiding principle embodied in this Agreement is the mutual desire of the parties to maximize the use of the Center by all members of the Cities' respective constituencies.

2.) Ownership. The development and construction of the Center shall be financed through a pooling of resources from Cities and The Friends of the South Lake Minnetonka Senior Community Center, a Minnesota non-profit corporation with tax-exempt status pursuant to §§ 170(c)(2) and 501(c)(3) of the Internal Revenue Code of 1986 (Friends). Cities shall own the Center as tenants in common, with the ownership interest of each City proportionate to each City's investment in the Center. The amount of each City's investment and the proportionate ownership of each City is set forth in Exhibit A attached hereto which may be amended from time to time upon unanimous approval of the cities.

The Center shall be constructed on property conveyed by Shorewood to Cities for One and 00/100 Dollar ($1.00), and other good and valuable consideration, and which is legally described on Exhibit B attached hereto. Shorewood shall be responsible for the design and construction of the Center in accordance with the preliminary site plan and building elevation as set forth on Exhibit C attached hereto.

3.) Funding. All amounts due from Cities for the development and construction of the Center shall be remitted to Shorewood within sixty (60) days of the date of the execution of this Agreement by an authorized representative of each City. Shorewood shall be the finance manager and manager of the construction of the Center during the design and construction of the Center and shall establish separate books of account to monitor the payment of funds. The Cities shall be under no further obligation, pursuant to the terms of this Cooperative Agreement, to fund the maintenance, operation, programming or staffing of the Center or any other costs, expenses or capital investments relating to the Center.

4.) Excess Funds. Upon completion of construction of the Center, excess funds shall be held in a restricted capital reserve account for the purpose of repairs and capital replacement of the Center. This account shall be controlled by the Friends, however, no expenditure in excess of Five Thousand and 00/100 Dollars ($5,000) shall be made without the approval of a majority of the Cities. This reserve is not intended for day-to-day maintenance such as snow removal, routine building maintenance and cleaning or for any other operating costs.

5.) Lease. Cities shall lease the Center to Friends (Friends' Lease). The term of the Friends' Lease shall be twenty-five (25) years and the rental rate shall be One and 00/100 Dollar ($1.00) per year and other good and valuable consideration. The Friends' Lease shall provide for four (4) renewal periods of five (5) years each.

Friends shall operate and maintain the Center. Friends shall be required to pay for any and all forms of insurance to adequately insure the Center against any and all risks associated with operating and maintaining the Center, both known and unknown, including worker's compensation insurance for Center employees and general liability insurance up to the statutory limits of liability relating to the Center. Each policy shall name Cities as additional insureds.

By entering into this Agreement, Cities do not agree to assume any risk or responsibility for the acts or omissions relating to the operation and maintenance of the Center by Friends, or for the procurement, or failure to procure, by Friends of insurance against all insurable risks, both known and unknown, related to the Center, or for the acts or omissions of any other City.

6.) Termination. Any City may terminate its participation in this Agreement at any time for any reason upon thirty (30) days written notice to the remaining Cities. The remaining Cities shall not have a right to object to any City's withdrawal from this Agreement. A withdrawing city will not have the right to participate in decisions relating to this Agreement. Withdrawal from this Agreement will not result in the forfeiture of the withdrawing City's undivided ownership interest in the Center but the withdrawing City's share of the costs incurred by the Cities pursuant to this Agreement, if any, shall be recovered out of the withdrawing City's share of any proceeds resulting from the sale or liquidation of the Center.

At the termination of the lease term or termination by action and approval of the Cities, the Center may be sold subject to the following:

(a) Shorewood Option. The City of Shorewood may retain the Center by repayment to each of the remaining Cities an amount equal to their original capital contribution. Shorewood may pay the remaining Cities in cash, or at its option, Shorewood may make installment payments to the Cities over a period not to exceed ten (10) years payable in equal annual installments of principal and interest at the rate of eight percent (8%) per annum from and after the date of Termination.

(b) Sale to Third Party. The Center may be sold to a third party for fair market value. In the event of sale to a third party, the City of Shorewood will assure adequate access to the Center. The proceeds of said sale shall be allocated and paid to each City proportionate to its original capital contribution as provided in the attached Exhibit A.

(c) Proceeds from Future Gain. Should Shorewood sell the Center to a third party within ten (10) years of exercising alternative (a), the net proceeds of said sale beyond the original capital contribution paid by each of the Cities shall be allocated and paid to each City proportionate to its original capital contribution as provided in the attached Exhibit A.

7.) Dissolution, Amendment, Termination. The following may only be undertaken based on the written approval of two-thirds of the Cities: (a) Sale of the Center; (b) Amendment of this Agreement; or (c) Termination of the Lease with The Friends of South Lake Minnetonka Senior Community Center, or any renewal, extension, assignment or subleasing thereof or successor thereto. The following may be undertaken upon written approval of a majority of the Cities: (a) Capital improvements; or (b) City directed changes in the operation of the Center.

8.) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Cities of Deephaven, Excelsior, Greenwood, Shorewood and Tonka Bay, in accordance with the authorizing resolution from their respective City Councils, have caused this Agreement to be duly executed.

CITY OF DEEPHAVEN

Dated: 3/4/96

By: Sandra R. Langley
Its: City Clerk Treasurer

By: _____
Its: Mayor

CITY OF EXCELSIOR

Dated: 2/28/96

By: _____
Its: City Manager

By: _____
Its: Mayor

CITY OF GREENWOOD

Dated: 2/28/96

By: Sandra R. Langley
Its: City (Clerk) Administrator

By: _____
Its: Mayor

CITY OF SHOREWOOD

Dated: 2/28/96

By: James C. Hurm
Its: City (Clerk) Administrator

By: Robert B. Beck
Its: Mayor

CITY OF TONKA BAY

Dated: 2/28/96

By: _____
Its: City (Clerk) Administrator

By: _____
Its: Mayor

022696.2

EXHIBIT A

City	$ Contribution	% Contribution
Shorewood	$ 311,000	50.00%
Excelsior	90,812	14.60%
Greenwood	24,569	3.95%
Deephaven	139,639	22.45%
Tonka Bay	55,980	9.00%
	$ 622,000	100.00%

COOPERATIVE AGREEMENT
EXHIBIT B

DESCRIPTION OF PARCEL TO BE DEEDED TO THE SENIOR COMMUNITY CENTER

That part of Lot 12, Block 2, ECHO HILLS 2ND ADDITION, and of Lot 27, Auditors Subdivision 133, according to the plats on file in the office of the County Recorder, Hennepin County, Minnesota, described as follows:

Commencing at a point in the centerline of Smithtown Road distant 645.00 feet easterly from an intersection of the northerly extension of the west line of said Lot 27 with said centerline; thence southerly parallel with the west line of said Lot 27 a distance of 34.19 feet to the point of beginning of the land to be described; thence South 00 degrees 29 minutes 57 seconds East, assumed bearing, along a line parallel with the west line of said Lot 27 and the west line of said Lot 12 a distance of 104.00 feet; thence South 76 degrees 20 minutes 42 seconds East 45.00 feet; thence South 15 degrees 30 minutes 36 seconds East 45.00 feet; thence South 76 degrees 20 minutes 42 seconds East 57.05 feet; thence North 66 degrees 48 minutes 24 seconds East 34.92 feet; thence North 34 degrees 25 minutes 43 seconds East 30.00 feet; thence North 00 degrees 29 minutes 57 seconds West, parallel with the west line of said Lots 12 and 27, a distance of 160.00 feet to a point in the north line of said Lot 12; thence South 84 degrees 37 minutes 48 seconds West 94.66 feet; thence South 74 degrees 29 minutes 24 seconds West 68.00 feet to the point of beginning.

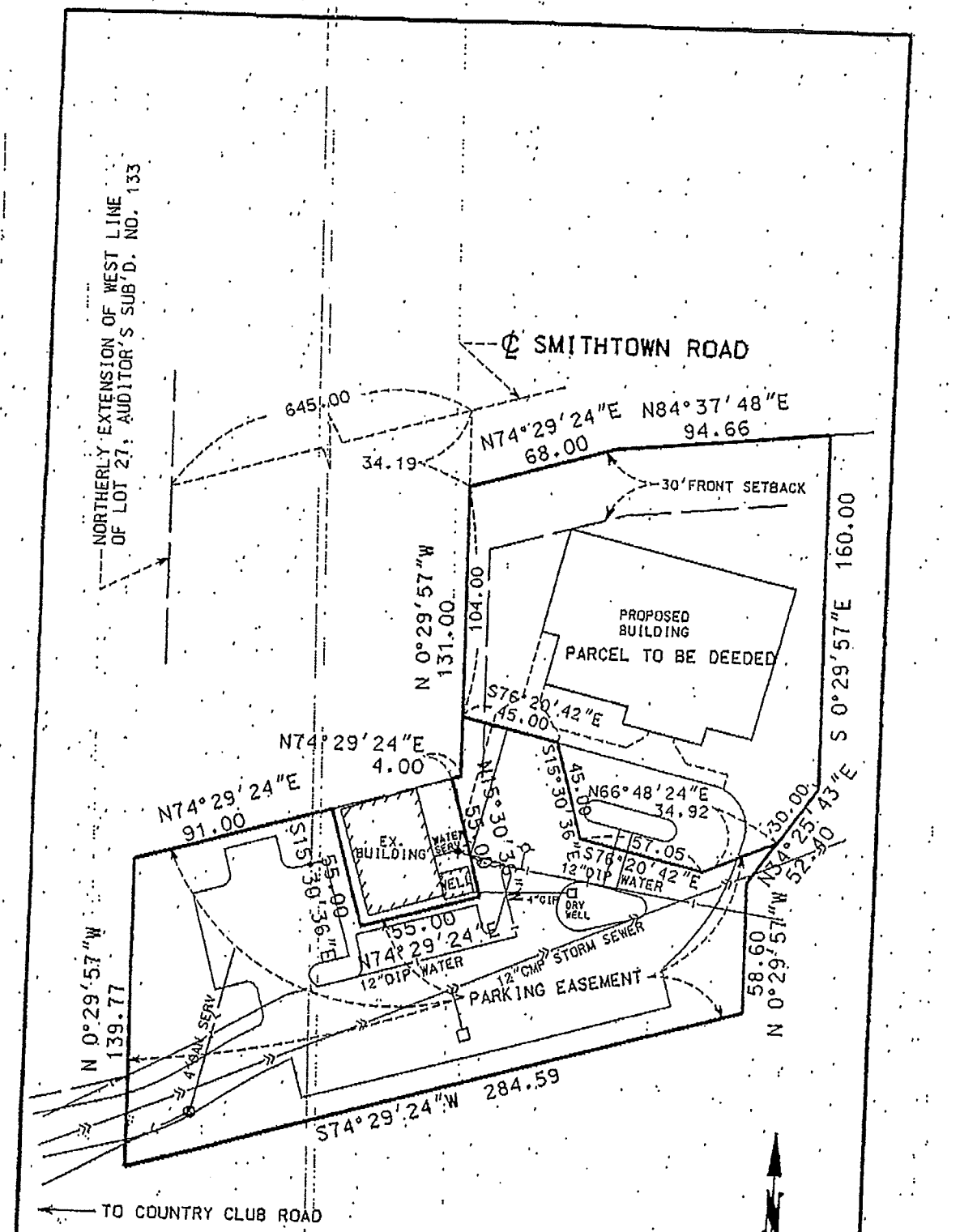
Said parcel contains 26,000 square feet more or less.

Together with a permanent easement for parking purposes over, under and across that part of said Lots 12 and 27 described as follows:

Commencing at a point in the centerline of Smithtown Road distant 645.00 feet easterly from an intersection of the northerly extension of the west line of said Lot 27 with said centerline; thence South 00 degrees 29 minutes 57 seconds East 138.19 feet to the southwest corner of the above described parcel and to the point of beginning of the easement to be described; thence South 00 degrees 29 minutes 57 seconds East 27.00 feet; thence South 74 degrees 29 minutes 24 seconds West 4.00 feet; thence South 15 degrees 30 minutes 36 seconds East 55.00 feet; thence South 74 degrees 29 minutes 24 seconds West 55.00 feet; thence North 15 degrees 30 minutes 36 seconds West 55.00 feet; thence South 74 degrees 29 minutes 24 seconds West 91.00 feet; thence South 00 degrees 29 minutes 57 seconds East 139.77 feet; thence North 74 degrees 29 minutes 24 seconds East 284.59 feet; thence North 00 degrees 29 minutes 57 seconds West 58.60 feet; thence North 34 degrees 25 minutes 43 seconds East 22.40 feet to the southeasterly corner of the above described parcel; thence westerly and northwesterly along the southwesterly line of said above described parcel to the point of beginning.

Together with the right of ingress and egress to and from the Country Club Road.

Contains 31,452 square feet more or less.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

D. Edward Ames 9/22/95

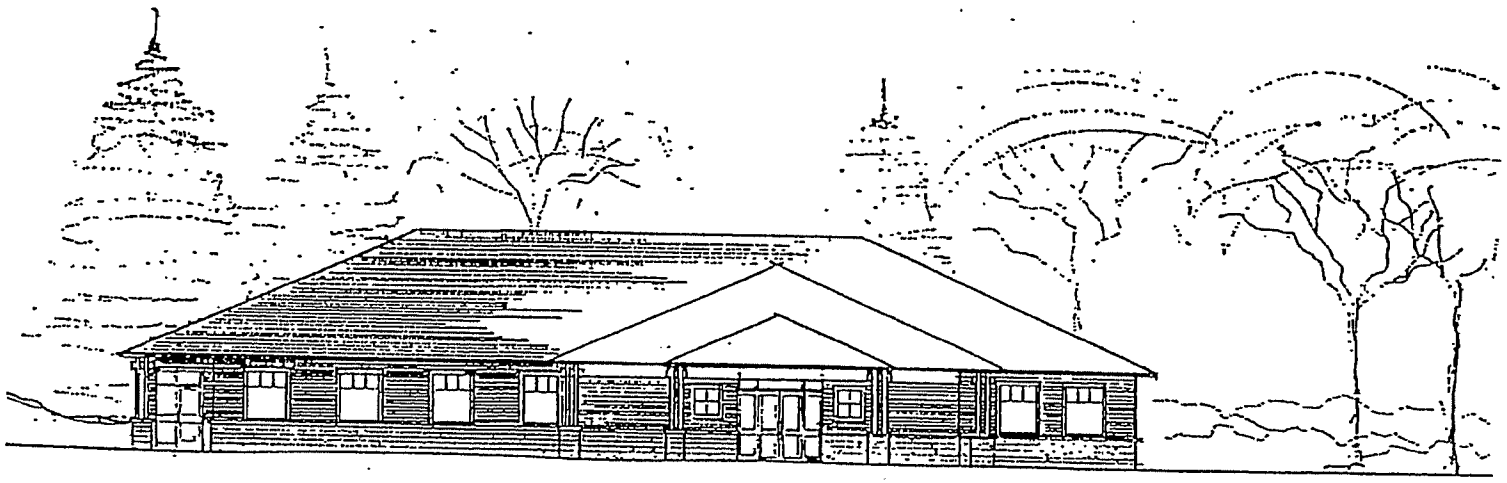
D. EDWARD AMES REG. NO. 11394 DATE

Drawn By: K.J.M.	Orr Schelen Mayeron & Associates, Inc. Engineers ■ Architects ■ Planners ■ Surveyors 300 Park Place East ■ 5775 Wayzata Boulevard Minneapolis, MN 55416-1223 ■ 612-595-5775	Drawing Title EXHIBIT SHOREWOOD , MINNESOTA	Comm. No. 5572.00
Date: REV. 09/22/95 09/21/95			Sheet No.

5572.00\SURV\SENIOR\5572LEAS.DGN

Thank You for your support

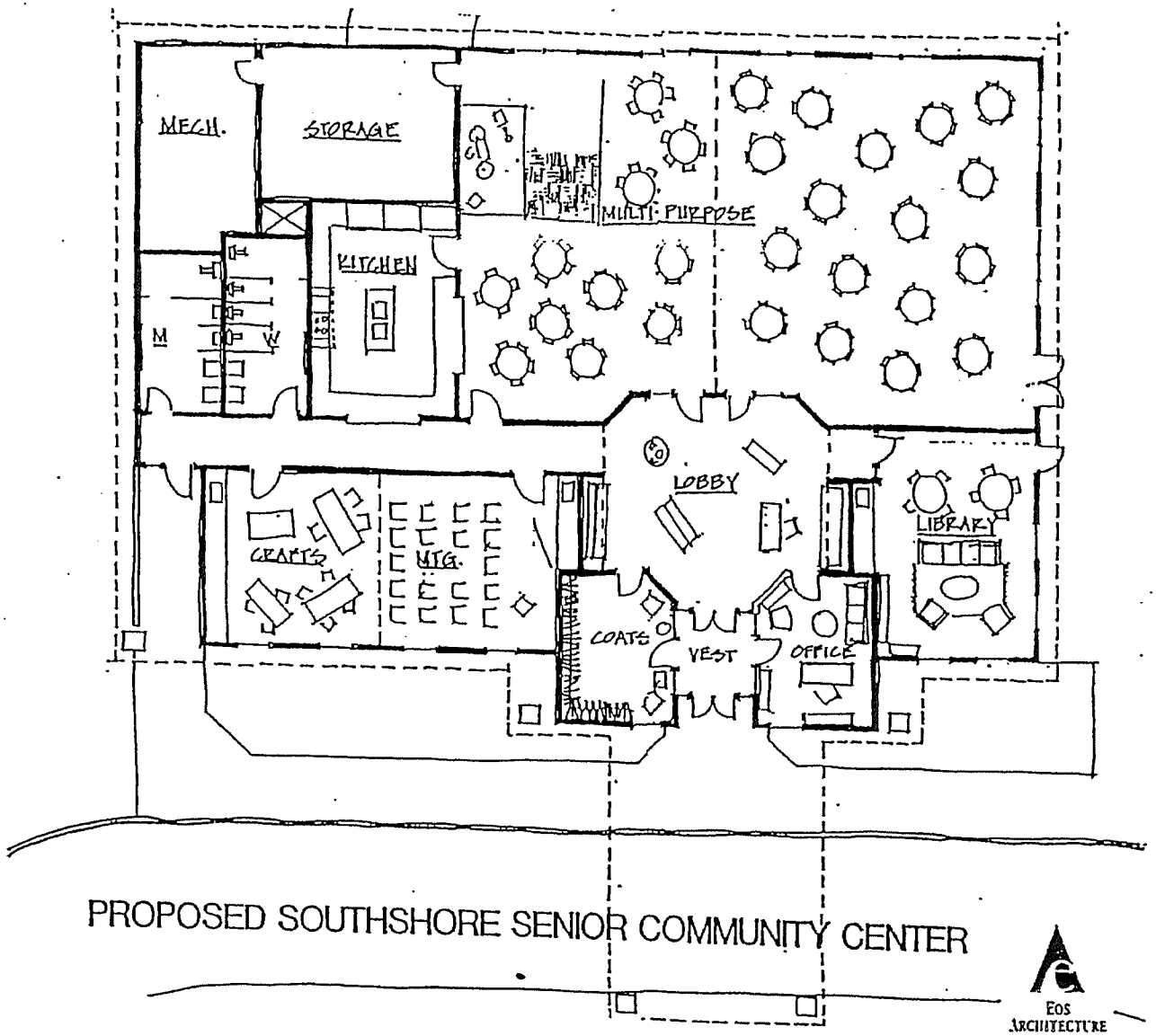
EXHIBIT C



PROPOSED SOUTHSHORE SENIOR COMMUNITY CENTER

Eos
Architecture

Southshore Senior Center Task Force



PROPOSED SOUTHSHORE SENIOR COMMUNITY CENTER

EOS ARCHITECTURE

AGREEMENT FOR THE LEASE

AND OPERATION OF THE SOUTHSHORE COMMUNITY CENTER

THIS LEASE AND OPERATION AGREEMENT, is made this 25 day of June, 2009, between the City of Deephaven, the City of Excelsior, the City of Greenwood, the City of Shorewood, and the City of Tonka Bay (the "Cities" or "Landlord"), and the City of Shorewood ("Tenant").

RECITALS

WHEREAS. the Cities desire to provide a Center for use by senior citizens for education, cultural participation, socializing, recreation, arts, crafts, music and similar programs of enrichment; and

WHEREAS, the Cities desire that the Landlord undertake its best efforts to make the Center widely available to all citizens and residents; and

WHEREAS, the Cities desire to provide a congregate dining facility to serve the needs of senior citizens; and

WHEREAS, the Cities desire to provide a facility to be used by citizens for municipal use, community organizations, meetings, banquets, receptions, reunions and similar public and private activities; and

WHEREAS, the Cities agree that it is to their mutual benefit that Tenant operate the Center consistent with the terms of this Lease for the purpose of providing the most efficient service to the public and avoiding future conflict regarding the Center's operation;

NOW, THEREFORE, the parties do hereby agree and covenant as set forth below:

IN CONSIDERATION OF the mutual covenants and promises as hereinafter set forth, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant takes from Landlord, subject to the terms and conditions of this Lease, a building and land situated at 5735 Country Club Road, containing approximately 26,000 square feet of space and legally described on Exhibit A attached hereto ("Premises"), together with a permanent easement for the non-exclusive use of forty-seven (47) parking stalls, entrances, restrooms and exits adjacent to the Premises.

2. Term. The term of this Lease shall commence on July 1 , 2009 and shall terminate on December 31, 2012. The term of this Lease shall renew for successive three year terms unless the Tenant or Landlord provides written notice in accordance with Section 3 of this agreement.

3. Termination. The Tenant may terminate this Lease at any time for any reason upon 90 days written notice to the Landlord. Landlord may terminate this Lease upon 90 days written notice to Tenant only in the event of default by Tenant as described in paragraph 13

4. Nature of Occupancy. Tenant shall use the Premises for use by senior citizens for educational and recreational activities, including, but not limited to, arts, crafts, music and other various programs of enrichment. The Center shall also be used by citizens for banquets, receptions, reunions

and other public and private events and other community-based activities such as those commonly provided at community centers throughout the area.

5. Rent. The Tenant agrees to pay the Landlord as rent for the Premises the amount of one and 00/100 dollars ($1.00) per year during the term of this lease agreement.

6. Utilities. The Tenant shall pay all the charges for all public utility services rendered or furnished to the Premises, including, but not limited to, heat, air conditioning, water, gas, electricity and sewer, garbage or waste removal, telephone and any other expenses arising out of or incidental to the use and occupancy of the Premises.

7. Insurance. The Tenant shall keep and hold property, casualty, and general liability insurance naming the Landlord as an additional insured, subject to any limits specified under Minnesota State Statute Chapter 466.

8. Repairs, Maintenance, and Alterations. Tenant agrees to maintain the Premises in good order, condition and repair during the term of this Lease, including plowing and maintenance of the parking area referred to in Paragraph 1 above. Tenant shall repair or replace at its own expense any improvement or part thereof on the Premises necessary to so maintain it, and to return the Premises at the end of the term of this Lease in the same condition as it was received, reasonable wear and tear, casualty losses and acts of God excepted. Any improvements, expansion or structural modifications made by the Tenants to the Premises shall become the property of the Landlord at the termination of the Lease. Tenant shall obtain written approval from 2/3rds of the Landlord before undertaking any expansion or structural modification of the Premises.

9. Compliance with Laws and Regulations. In its operation of the Center, Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all federal, state, city and local governments and their agencies.

10. Signs. Tenant shall have the right to install and maintain signs advertising Tenant's business, provided the signs conform to law and to the requirements of all appropriate governmental authorities.

11. Management of Center. Tenant may, at its sole discretion, enter into an agreement with a contractor of its choosing or hire staff as Tenant deems reasonable for the operation and management of the Center; furthermore, the Tenant may enter into long-term rental agreements and partnerships as it deems appropriate and in keeping with the intended use of the Center as provided for in Section 4 above.

12. Rental Fees. Tenant, in its sole discretion, may determine rental rates and any other fees or costs associated with use and rental of the Center. Tenant shall retain all revenue generated through the operation of the Center..

13. Destruction of Premises. Tenant shall give immediate notice to Landlord of any damage to or destruction of the Premises.

14. Default. The following shall constitute a default by Tenant and breach of this Lease:

(a) Failure to perform the terms, covenants and conditions of this Lease within ten (10) days after notice of breach and request for performance is given by Landlord.

(b) Failure of the Tenant to use the Premises as provided in Paragraph 4.

14. Indemnification. Subject to the limits in Minnesota Statutes Chapter 466, Tenant and Landlord agree to be responsible for any loss, damage, cost, expense (including attorneys' fees), liability, or claims for personal injury or property damage incurred or occurring in, on, or about the Premises caused by their respective employees, agents, or representatives.

15. Quiet Enjoyment. Landlord covenants that Tenant, upon payment of rent and upon performance by Tenant of the terms, conditions and covenants of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the entire term of this Lease; Landlord further covenants that it has good right to make this Lease for its entire term.

16. Right of Inspection. Landlord shall at all times have the right to enter upon the Premises to inspect its condition, and at its election, to make reasonable and necessary repairs thereon for the protection and preservation thereof, but nothing herein shall be construed to require Landlord to make such repairs, and Landlord shall not be liable to Tenant, or any other person or persons, for failure or delay in making said repairs, or for damages or injury to person or property caused in or by the making of such repairs, or the doing of such work. Landlord shall have the right during the last ninety (90) days of the term of this Lease to advertise the Premises for rent and to place and maintain on the Premises the usual notices and to show the Premises to prospective tenants.

17. Notices. All written notices required shall be given by certified mail to the parties at the addresses stated below:

If to Landlord:

City Administrator

City of Deephaven
20225 Cottagewood Road
Excelsior, MN 55331

City Manager
City of Excelsior
339 Third Street
Excelsior, MN 55331

City Administrator
City of Greenwood
20225 Cottagewood Road
Excelsior, MN 55331

City Administrator
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

City Administrator

City of Tonka Bay
4901 Manitou Road
Tonka Bay, MN 55331

If to Tenant: City Administrator

City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

18. Binding Effect. Except to the extent otherwise provided herein, this Lease and the terms, conditions and covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors, heirs and legal representatives and assigns.

19. Governing Law. This Lease shall be construed under and governed by the laws of the State of Minnesota.

20. Severability. In the event any provision of this Lease shall be found invalid or unenforceable, that provision shall be severed from this Lease, and the remaining portions hereof shall continue in full force and effect pursuant to their terms.

21. Entire Agreement. This Lease contains the entire agreement between the parties, and any amendment hereafter made shall be ineffective to alter, modify or discharge any provision hereof unless the amendment is in writing and signed by the party against whom enforcement is sought.

22. Tenant Improvements. Any improvements made by Tenant to the Premises, except trade fixtures, shall become the property of Landlord at Landlord's option at the termination of the Lease. If Landlord does not choose to own said improvements at the termination of the Lease, Tenant shall remove said improvements at Tenant's sole cost and expense and return the Premises to the same condition it was received, normal wear and tear and acts of God excepted.

23. Action by Landlord. Action authorized by "Landlord" under paragraphs 2,3, 10 or 16 of this Lease may only be taken if four of the five Cities provide written approval of such action by their respective city councils.

24. Headings. The headings used in this Lease are for convenience only and shall not have any bearing or meaning with respect to the content or context of this instrument.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease as of the date first above written.

CITY OF DEEPHAVEN

Dated: 6-25-09

By: Donna H. Yerry
Its: City (Clerk) Administrator

Dated: 6-25-09

By: Paul Ashman
Its: Mayor

CITY OF EXCELSIOR

Dated: 7/6/09

By: Kris L
Its: City Manager

Dated: 7/6/09

By: [illegible]
Its: Mayor

CITY OF GREENWOOD

Dated: 6/25/09

By: Roberta Whipple
Its: City (Clerk) Administrator

Dated: 6/25/09

By: [illegible]
Its: Mayor

CITY OF SHOREWOOD

Dated: 7/13/09

By: [illegible]
Its: City (Clerk) Administrator

Dated: 7/9/09

By: Christine Lizee
Its: Mayor

CITY OF TONKA BAY

Dated: 7/7/09

By: Jessica Jotters