

City. Jonathan, Agreement
Chaska

PARKLAND MAINTENANCE AGREEMENT

THIS AGREEMENT, Made and entered into this 13th day of February, 2003, by and between City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City", and The Jonathan Association, a non-profit organization, hereinafter referred to as "Jonathan";
WITNESSETH:

RECITAL NO. 1.

Jonathan is a non-profit corporation under the laws of the State of Minnesota being a homeowner's association situated in the City of Chaska, for which the Association, among other things, maintains trails and parkland facilities in the City of Chaska.

RECITAL NO. 2.

The City has obtained an easement to maintain a park on the following described property situated in the State of Minnesota, County of Carver, to-wit:

The northwesterly 195 feet of the westerly 342 feet of Lot 1, Block 13, Clover Field, according to the map or plat thereof on file and of record in the Office of the County Recorder, Carver County, Minnesota, excepting therefrom that part of said above-described property occupied by a driveway ("Public Park Property").

RECITAL NO. 3.

That it is the desire of City and Jonathan to jointly develop said Public Park Property as a park in accordance with the plans and specifications heretofore approved by the City and to maintain same as a public park.

RECITAL NO. 4.

It is the desire of the parties hereto to enter into this Agreement setting forth the obligations of each respective party as to the construction of the parkland facilities on said Public Park Property and the maintenance thereof.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between City and Jonathan as follows:

1. City shall construct a gazebo and light standards and maintain same throughout the term of this Agreement all in accordance with the plans and specifications for Clover Field Square dated July 31, 2002, and on file in the Office of the City Clerk, Chaska, Minnesota.

2. City shall install concrete pavers, concrete sidewalks, an irrigation system and landscaping and such other things as required by said approved plans and specifications for said Clover Field Square dated July 31, 2002, and on file in the Office of the City Clerk, Chaska, Minnesota..

3. Jonathan shall maintain said Public Park Property ("Clover Field Square") and all facilities, sidewalks (except the sidewalks adjacent to Hundertmark Rd and Clover Ridge Drive), concrete pavers and landscaping contained therein, except for the gazebo, benches and street light standards which shall be maintained by City, in accordance with the "turf standards" attached hereto and made a part hereof.

4. So long as Jonathan maintains said facilities required to be maintained by it in accordance with the "turf standards" attached, City shall defend and hold harmless Jonathan from any and all claims for damages or causes of action arising out of the use of said Public Park Property as a public park.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF CHASKA

By _____

Robert H. Roepke, Mayor

By _____

David Pokorney, City Clerk

Robert H. Roepke
Mayor
David Pokorney
City Clerk

THE JONATHAN ASSOCIATION

By Robney W. Kuo
Its President

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

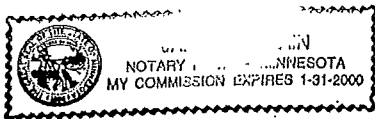
The foregoing Agreement was acknowledged before me this ___ day of September, 2002, by Robert P. Roepke and David Pokorney, the Mayor and City Clerk, respectively, of the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the City of Chaska.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

February

The foregoing Agreement was acknowledged before me this 13 day of ~~September, 2002,~~ by ROD RUE and _____, the PRESIDENT and _____, respectively, of The Jonathan Association, a non-profit organization, on behalf of The Jonathan Association.



James H. Mann
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Melchert Hubert Sjodin, PLLP (LM)
112 Second Street West
P. O. Box 67
Chaska, Minnesota 55318

EXHIBIT A

Turf Standards

MONITORED: DAILY FOR LITTER AND DEBRIS, WHEN IN SEASON

CUTTING HEIGHT: 2 ½" TO 3 ½" WILL BE MAINTAINED

FERTILIZATION/HERBICIDE: SPRING AND FALL

IRRIGATION: MAINTAINED IN PROPER OPERATING ORDER

WALKWAYS/PATHS: MAINTAINED IN A SAFE CONDITION AND REPAIRED
WHEN NECESSARY