

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made this ____ day of _____, 2025, by and between The Church of St. Dominic of Northfield, Minnesota, a religious parish corporation organized under the laws of the State of Minnesota, and tax exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code, 216 Spring St. N. , Northfield, Minnesota 55057, referred to hereinafter as “Grantor,” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057, referred to hereinafter as “Grantee” or “City”); (collectively referred to herein as the “parties”).

WHEREAS, Grantor is the owner of two parcels of property located in Rice County, Minnesota (PID 2205253001 and PID 2205225002), as respectively legally described on the respective Exhibits A to the respective Permanent Easement and Temporary Construction Easement Agreements attached hereto respectively as Exhibits A (PID 2205253001) and B (PID 2205225002) (collectively referred to hereinafter as the “Easement Agreements”); and

WHEREAS, the Grantee desires the Easement Agreements for purposes stated in the Easement Agreements including the construction of a 10’ wide pedestrian and bicycle trail as part of a regional trail project from the city of Red Wing to the City of Faribault through the city of Northfield, commonly known as the Mill Towns State Trail project (the “Project”); and

WHEREAS, the parties desire to execute the attached respective Easement Agreements in consideration of the understandings contained in this MOU.

NOW, THEREFORE, the parties have reached the following understandings:

1. This MOU is effective on the date first above written or upon the date the final required signature is obtained hereon, whichever occurs later (the “Effective Date”), and shall remain in effect until all obligations of the parties hereto have been completed, or the 15 year fence maintenance period defined herein has expired, whichever is later (the “term”).
2. Notwithstanding any provision of this MOU, the City may terminate this MOU without any obligation by either party upon 30 days’ prior written notice to the Grantor in the event the Project is not constructed for any reason.
3. As additional consideration for Grantor’s executing the respective Easement Agreements commensurate with the date of execution of this MOU by Grantor, such that this MOU and the Easement Agreements are executed by Grantor approximately simultaneously, the City will undertake as part of Project construction the following:
 - a. Fence. The City will construct a fence generally described and meeting the basic parameters, as follows (the “Fence”):
 - i. Five feet high;
 - ii. Aluminum (at least light industrial grade, but the City can choose a higher grade in its sole judgment and discretion based on overall cost of materials

- and installation, availability of materials, ease of installation, and timing of installation);
- iii. Color black;
 - iv. Located upon and along above-referenced Calvary Cemetery property adjacent to Spring Creek Road;
 - v. Approximately 915 feet in length;
 - vi. Including a mow guard under the Fence that limits the need for mowing and trimming under the Fence;
 - vii. With three openings in the Fence at the current Calvary Cemetery driveway openings for access; and
 - viii. The City will coordinate with contractors to have the Fence installed before the Project is open for public use.
 - ix. The Fence will be located and run along a line approximately 1 foot east of the westerly boundary of the parcels of property identified by PID 2205253001 and PID 2205225002 and legally described on the respective Exhibits A to the respective Easement Agreements.
- b. Tree Removal. The City will remove the dead Ash Trees along Spring Creek Road on the above-referenced Calvary Cemetery Property and one dead Ash Tree located at the top of the hill in the Cemetery.
 - c. Driveway Radiuses. The City will provide radiuses on the driveway aprons at the three Calvary Cemetery driveway entrances with 30' or greater radiuses installed at the northernmost and southernmost driveway entrances.
 - d. Driveway Access. The City shall maintain access to two of the three entrances at all times during construction of the Project. The City shall notify the Grantor at least 24 hours in advance of any limited disruptions that would impact more than one driveway access during construction of the Project.
4. The Grantor hereby grants the Grantee and the Grantee's contracted agents a license for the term of this MOU for all purposes necessary in Grantee's judgment and discretion to construct, install and maintain the above-described Fence on the Grantor's property. The City, at City expense, shall maintain the Fence for a period of 15 years from the Effective Date (the "Fence maintenance period"). For purposes of this MOU, the City's obligation for Fence maintenance during the Fence maintenance period is limited to routine Fence maintenance and repair to keep the Fence in good working order. Items such as fence posts and panel leaning due to wind or frost heaving, along with mow guard repair/heaving, shall be considered routine Fence maintenance and will be repaired by the City. Fence maintenance by the City does not include damage involving replacement of Fence posts or panels caused by, resulting from, or attributable to wrongful intentional conduct of the Grantor or Grantor's customers, patrons, agents, invitees, or employees, or any other persons for whom the same are responsible. Following expiration of the Fence maintenance period, the Grantor shall be responsible for all costs and liability associated with the Fence, including but not limited to, maintenance, repair, operation, and replacement thereof.
5. The licensed premises for the Grantee's work to construct and install the Fence as provided in this MOU is depicted on Exhibit C attached hereto (the "licensed premises").

6. The Grantor hereby additionally grants the Grantee and the Grantee's contracted agents a temporary license during the Project for the City to undertake and complete the above-described tree removal work on the Grantor's property. This additional temporary license shall be subject to the following terms applicable to the Fence licensed premises even though such tree removal work may be located outside the depicted Fence licensed premises.
7. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the licensed areas, as are reasonably necessary to complete the respective work and maintain the Fence during the term. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the licensed premises, including but not limited to ingress and egress for equipment, materials, supplies and vehicles, at all times and without notice to Grantor, provided that such ingress and egress is not over, under, upon or across any portion of Grantor's Property that is not within the licensed premises or the Permanent Easement or Temporary Easement Areas as contained in the respective Easement Agreements.
8. The Grantee and its employees, agents, permittees and licensees shall have such right of ingress and egress to and from the licensed premises at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor.
9. The Grantee shall have the right, but not the obligation, to trim, remove and keep the licensed premises clear of buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this MOU.
10. The Grantor shall not erect, construct or locate in the licensed premises any new structure or object that was not in existence on the date of this MOU, which would prevent the Grantee's reasonable access to the licensed premises for construction, installation and maintenance of the Fence, and for Grantee to otherwise undertake and complete the tree removal work during the Project.
11. The Grantee shall restore, at Grantees' expense, any and all disturbed areas within the licensed premises back to as close to original condition as is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the licensed premises at the end of construction, installation, or maintenance of the Fence.
12. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's work for the tree removal during the Project, as well as on the Fence within the licensed premises and the City's maintenance activities on the Fence. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
13. The Grantee shall not be obligated to pay any amounts directly to Grantor other than as

stated in the Easement Agreements, and the Grantor shall not seek any direct payment or compensation from Grantee related to either this MOU, the Fence, the tree removal work, the Project, or the respective Easement Agreements, other than the respective amounts stated in the Easement Agreements, which shall be paid by the Grantee to the Grantor following full execution of the Easement Agreements by the parties. Notwithstanding the foregoing, the prevailing party shall reimburse the non-prevailing party for reasonable attorney fees and expenses the prevailing party incurs in any litigation, which arises out of enforcement or interpretation of this MOU.

14. Miscellaneous.

- a. Entire Agreement. This MOU embodies the entire agreement and understanding between Grantor and the City, and supersedes any prior oral or written agreements, relating to this transaction.
- b. Governing Law. This MOU shall be construed under and governed by the laws of the State of Minnesota.
- c. Time of the Essence. Time is of the essence under this MOU.
- d. Construction. The rule of strict construction shall not apply to this MOU. This MOU shall not be interpreted in favor of or against either Grantor or the City merely because of their respective efforts in preparing it.
- e. Captions. The paragraph headings in this MOU are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this MOU.
- f. Binding Effect. This MOU shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Grantor and the City.
- g. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- h. Modification. This MOU may be modified only in a writing signed by both parties.
- i. Severability. If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
- j. Assignment. Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.
- k. Liability. Each Party is responsible for its own acts, omissions and behavior and the results thereof. City's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 466.04, and other applicable law.
- l. No Third Party Beneficiary. This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to claim any right or benefit from this MOU.
- m. Government Data Practices Act. Notwithstanding this MOU, the parties shall comply, in all respects applicable to that party, with the Minnesota Government

Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to this MOU.

n. Recitals. The recitals hereto are incorporated herein by reference.

[Remainder of page left intentionally blank; signature page(s) follows]

IN WITNESS WHEREOF, the undersigned hereto have executed this Memorandum of Understanding on the Effective Date.

GRANTOR:

THE CHURCH OF ST. DOMINIC OF
NORTHFIELD, MINNESOTA

By: _____,
_____, Its _____

STATE OF _____)
_____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ as _____ of The Church of St. Dominic of Northfield, Minnesota, a religious parish corporation organized under the laws of the State of Minnesota, and tax exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code, Grantor.

Notary Public

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

ATTEST:

By: _____
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Erica Zweifel, as Mayor, and Lynette Peterson, as City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

Notary Public

EXHIBIT A

Easement Agreement - PID 2205253001 – Mayflower Hill

EXHIBIT B

Easement Agreement - PID 2205225002

EXHIBIT C

Depiction of Licensed Premises

Licensed Premises for Fence Work Area 

