

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between St. Croix Lutheran High School Association, a Minnesota nonprofit corporation (“Landowner”), and the City of West St. Paul, a Minnesota municipal corporation (“City”).

**WHEREAS**, Landowner is the fee owner of real property legally described as follows:

Lot 1, Block 1, St. Croix Lutheran High School Addition, Dakota County, Minnesota.

*Abstract Property*  
PID: 42-65600-01-010

(the “Property”); and

**WHEREAS**, on October 28, 2019, by City Council Resolution No. 19-22, City approved Landowner’s site plan for the expansion of the existing building at the Property with conditions; and

**WHEREAS**, one of the conditions required Landowner to build/construct/pay for an 8’ trail in conjunction with the City when the City/County of Dakota has a project that includes a trail on Oakdale Avenue adjacent to the Property (“Trail Condition”); and

**WHEREAS**, the City has approved the Oakdale Avenue Trail and Sidewalk Project, City Project 23-2, and is engaged to install a sidewalk and trail and related improvements on Oakdale Avenue (the “Project”), which a portion of said Project will be placed under, over, across, through and upon a portion of Landowner’s Property; and

**WHEREAS**, Landowner conveyed to the County of Dakota a Trail & Utility Easement dated June 14, 2012, recorded as Document No. 2875598 on June 21, 2012 (“Trail Easement”) for the Project; and

**WHEREAS**, the parties mutually desire to enter into a Temporary Easement for Construction Purposes (the “Temporary Easement”) for the City to construct the Project on the Trail Easement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained in this Memorandum of Understanding and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The City has approved and is engaged in the Project. Landowner understands that the acquired property rights from Landowner are for use in connection with the construction of the Project.
2. Landowner will pay to the City Twenty-Four Thousand Dollars and 00/100s (\$24,000.00) for its portion of the costs of the Project on the Property.

3. The parties approve and will execute the Temporary Easement for the Project.
4. That the Landowner grants the Temporary Easement in satisfaction of the Trail Condition and for no additional compensation.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and that this document and agreements include all oral agreements, representations, and negotiations between the parties.

This Memorandum of Understanding may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.

**[The remainder of this page was intentionally left blank.]**

**IN TESTIMONY WHEREOF**, the parties have caused this Memorandum of Understanding to be executed as of the day and year first above written.

**LANDOWNER:  
ST. CROIX LUTHERAN HIGH SCHOOL ASSOCIATION**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA            )  
  )    ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of St. Croix Lutheran High School Association, a Minnesota nonprofit corporation, on behalf of said nonprofit corporation.

\_\_\_\_\_  
Notary Public

**CITY:  
CITY OF WEST ST. PAUL**

By: \_\_\_\_\_  
David J. Napier  
Mayor

By: \_\_\_\_\_  
Nathan Burkett  
City Manager

STATE OF MINNESOTA            )  
  )  
COUNTY OF DAKOTA            )        ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public within and for said County, personally appeared David J. Napier and Nathan Burkett to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of the City of West St. Paul, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public