

**MEMORANDUM OF UNDERSTANDING REGARDING SIDEWALK/TRAIL  
CONSTRUCTION**

This Memorandum of Understanding (this “MOU”) is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Fridley, a Minnesota municipal corporation (the “City”) and Independent School District No. 14, Fridley Public Schools, a Minnesota body corporate and politic (the “District”).

**RECITALS**

**WHEREAS**, the District is the owner of real property legally described as:

Lots 16 through 30, Block 7, together with Lots 16 through 30, Block 6, Moore Lake Addition, according to the recorded plat thereof; also together with that part of vacated 60<sup>th</sup> Avenue NE adjacent to said Lot 7, Block 30 and Lot 16, Block 6, Moore Lake Addition

(the “District Property”); and

**WHEREAS**, the City has requested that the District grant the City an easement over the District Property for sidewalk/trail purposes (the “Sidewalk/Trail Easement”); and

**WHEREAS**, the District is willing to grant the City the Sidewalk/Trail Easement provided that the City and the District enter into this MOU regarding the City’s construction of the sidewalk/trail on the District Property; and

**NOW, THEREFORE**, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The District agrees to grant the City the Sidewalk/Trail Easement by executing the Perpetual Sidewalk / Trail Easement Agreement which is attached as Exhibit A (the “Easement Agreement”). The Easement Agreement shall be signed by both parties upon approval and execution of this MOU by both parties. The City shall be responsible for recording the Easement Agreement.
2. Construction of the sidewalk/trail improvements on the District Property is expected to occur in either 2021 or 2022, and will be performed and completed from June to August in the year of construction.
3. The City shall maintain the completed sidewalk/trail improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year written above.

**CITY OF FRIDLEY**

By: \_\_\_\_\_  
Scott Lund  
Its: Mayor

By: \_\_\_\_\_  
Walter T. Wysopal  
Its: City Manager

**INDEPENDENT SCHOOL DISTRICT  
NO. 14**

By: \_\_\_\_\_  
Donna Prewedo  
Its: Board Chair

By: \_\_\_\_\_  
Kim Hiel  
Its: Superintendent

**EXHIBIT A**

**Sidewalk/Trail Easement Agreement**

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THIS INSTRUMENT PREPARED BY:

City of Fridley  
7071 University Avenue NE  
Fridley, MN 55432

PIN No(s):      23-30-24-12-0005  
                          23-30-24-12-0004  
                          \_\_\_\_\_

**PERPETUAL SIDEWALK / TRAIL EASEMENT AGREEMENT**

This Easement Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Fridley Public Schools, Independent School District No. 14, a Minnesota body corporate and politic ("Owner") and the City of Fridley ("City"), a Minnesota municipal corporation, as follows:

WHEREAS, Owner is the fee owner of the property legally described as follows:

Lots 16 through 30, Block 7, together with Lots 16 through 30, Block 6, Moore Lake Addition, according to the recorded plat thereof; also together with that part of vacated 60<sup>th</sup> Avenue NE adjacent to said Lot 7, Block 30 and Lot 16, Block 6, Moore Lake Addition

(the "Property"); and

WHEREAS, the City would like to construct a sidewalk / trail over the Property; and

WHEREAS, Owner has agreed to grant the City an easement for the sidewalk / trail over the Property, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of one dollar, the conditions, covenants, and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner grants and conveys to the City a permanent non-exclusive easement for sidewalk / trail purposes over, under, across, through, and upon the portions of the Property legally described and depicted in the attached Exhibit A (the "Sidewalk / Trail Easement"). Said Sidewalk / Trail Easement includes the right of the City, its contractors, agents, and employees to locate, construct, operate, maintain, alter, and repair sidewalk / trail facilities and improvements within the Sidewalk / Trail Easement area.
2. The rights of the City also include the right of the City, its contractors, agents, and employees:

- a. To enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, maintenance, replacement, grading, sloping, and restoration relating to the Sidewalk / Trail facilities and improvements; and
  - b. To remove and relocate from the Sidewalk / Trail Easement area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction, operation, functioning, and maintenance of the sidewalk / trail facilities and improvements; and
  - c. To remove or otherwise dispose of all earth or other material excavated from the Sidewalk / Trail Easement area as the City may deem appropriate for purposes of constructing and maintaining the sidewalk / trail facilities and improvements.
3. The City shall be responsible for maintaining the sidewalk / trail facilities and improvements and shall be responsible for removal of accumulations of snow and ice from the sidewalk / trail. Notwithstanding the City's obligation to maintain the sidewalk / trail facilities and improvements for purposes of constructing and maintaining the sidewalk / trail facilities and improvements, Owner shall retain responsibility for maintenance of the Property, including maintenance of existing drainage and utility services to the Property and components thereof, Owner's other surface improvements on the Property, and vegetation in compliance with all existing and future federal, state, and local requirements.
4. Owner shall not interfere with and shall not perform or undertake any activity that could damage or restrict the City's rights under this Agreement. Owner will keep the Sidewalk / Trail Easement area free of encroachments, except as may be approved by the City. If Owner fails to keep the Sidewalk / Trail Easement Area free of encroachments that are not otherwise approved by the City, the City may remove the encroachments.
5. Owner warrants that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the Property, the Owner is lawfully possessed of the Property and has good and lawful right and power to convey the easement to the City, and that the Property is free and clear of all liens and encumbrances except as recorded in the public records.
6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.
7. This Agreement runs with the Property and is binding on the Owner and the City and their successors and assigns. This Agreement shall be recorded in the records of Anoka County, Minnesota.
8. The City and its successors and assigns shall defend, indemnify, and hold harmless the Owner, its officials, agents, and employees from and against all suits, demands, causes of action, liabilities, or claims thereof for injury or damages of whatever nature, including death, or damage to property arising out of or related to any activity of the City, its officials, employees, agents, contractors, and invitees within the Sidewalk / Trail Easement area or the Property. Owner, its successors and assigns, shall defend, indemnify, and hold harmless the City, its officials, agents, and employees, up to the maximum liability limits provided by Minnesota Statutes, Chapter 466, against all suits, demands, causes of action, liabilities, or claims thereof for injury or damages of whatever nature, including death or damage to property arising out of or related to any activity of Owner, its agents, employees, contractors, and invitees within the Sidewalk / Trail Easement area or the Property.

**OWNER**

INDEPENDENT SCHOOL DISTRICT NO. 14

By: \_\_\_\_\_  
Donna Prewedo

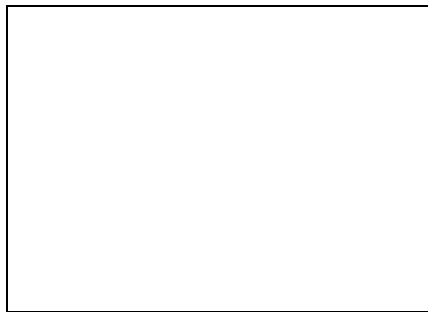
By: \_\_\_\_\_  
Kim Hiel

Its: Board Chair

Its: Superintendent

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF ANOKA         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Donna Prewedo and Kim Hiel, the Board Chair and Superintendent, respectively, of Independent School District No. 14, a Minnesota body corporate and politic, on behalf of the District.



(Use this space for notary stamp/seal)

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

Print Name \_\_\_\_\_

My commission expires \_\_\_\_\_

**CITY OF FRIDLEY**

By: \_\_\_\_\_

Name: Scott Lund

Its: Mayor

By: \_\_\_\_\_

Name: Walter T. Wysopal

Its: City Manager

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF ANOKA         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public within and for said County, personally appeared Scott Lund and Walter T. Wysopal, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Manager of the City of Fridley, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipality.



(Use this space for notary stamp/seal)

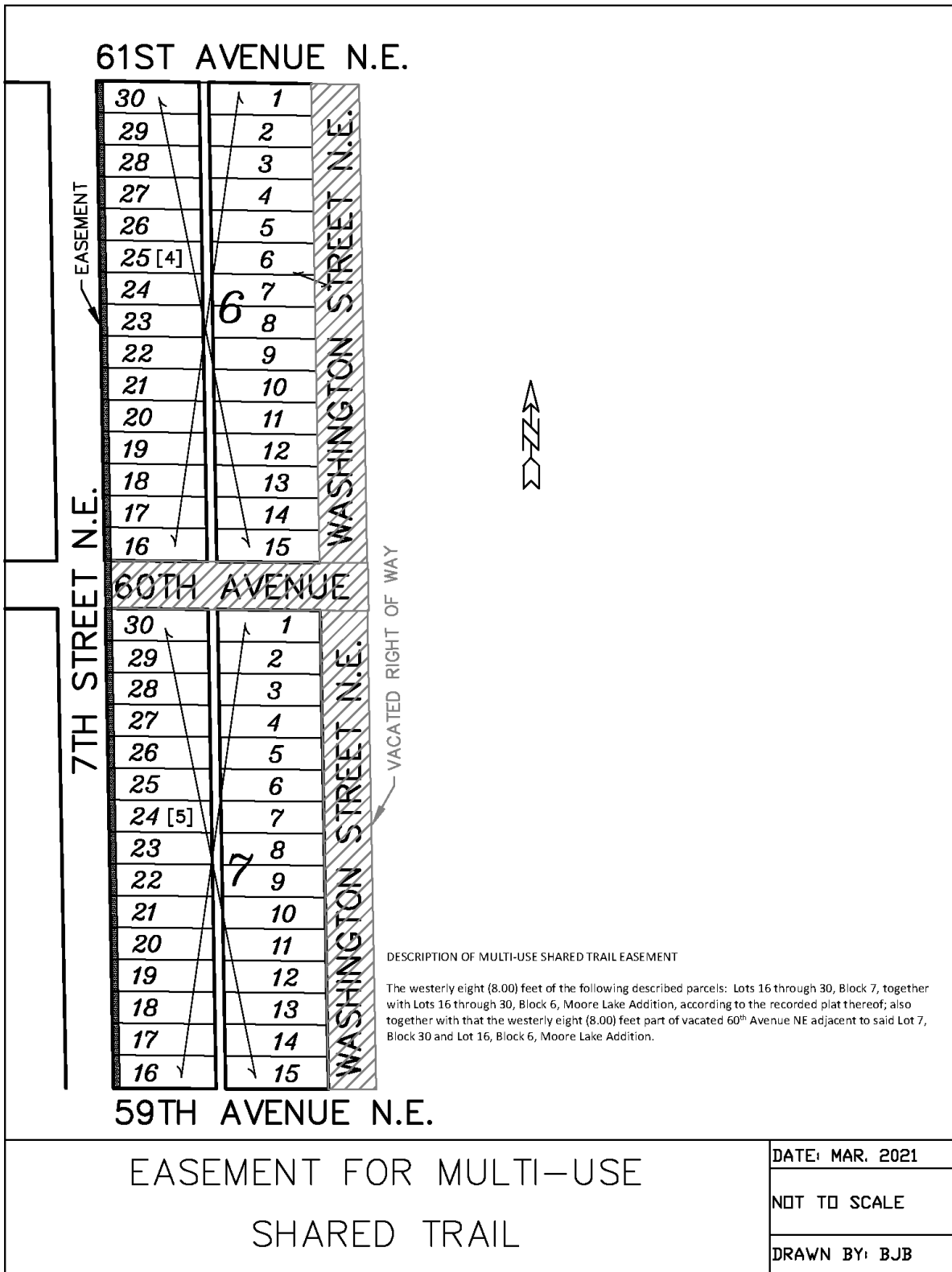
\_\_\_\_\_  
Notary Public

Print Name \_\_\_\_\_

My commission expires \_\_\_\_\_

**EXHIBIT A TO EASEMENT AGREEMENT**

**Legal Description and Depiction of the Sidewalk / Trail Easement Area**



DESCRIPTION OF MULTI-USE SHARED TRAIL EASEMENT

The westerly eight (8.00) feet of the following described parcels: Lots 16 through 30, Block 7, together with Lots 16 through 30, Block 6, Moore Lake Addition, according to the recorded plat thereof; also together with that the westerly eight (8.00) feet part of vacated 60<sup>th</sup> Avenue NE adjacent to said Lot 7, Block 30 and Lot 16, Block 6, Moore Lake Addition.