

**RESPONSIBLE GOVERNMENTAL UNIT AGREEMENT BETWEEN THE  
CITY OF CANNON FALLS AND RANDOLPH TOWNSHIP  
RELATING TO ENVIRONMENTAL REVIEW**

**THIS AGREEMENT** is entered into and effective on the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the City of Cannon Falls, a Minnesota municipal corporation, hereinafter referred to as the “City,” and Randolph Township, a Minnesota municipal corporation, hereinafter referred to as the “Township.” The City and Township are each a “Party” and collectively the “Parties” to this Agreement.

**WHEREAS**, MNLCO Dakota County Two, LLC, a Delaware limited liability company, and MNLCO Dakota County Three, LLC, a Delaware limited liability company (collectively, “Developer”) is proposing a data center project (“Project”) concept located on the border of the City and Township with land located in both municipalities; and

**WHEREAS**, development of the Project requires environmental review under Minnesota Rules, Chapter 4410; and

**WHEREAS**, the preferred method of the Parties for environmental review of the Project is to prepare an Alternative Urban Areawide Review (“AUAR”), as provided in Minnesota Rules, Chapter 4410; and

**WHEREAS**, Minnesota Rules, Chapter 4410 requires that only one unit of government may act as the Responsible Governmental Unit (“RGU”) in conducting an AUAR; and

**WHEREAS**, the Project is located within both the City and the Township, on land that Developer seeks to be annexed into the City; and

**WHEREAS**, the Parties agree that under the circumstances, that the City would be the appropriate RGU.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each Party shall derive herefrom, the City and Township hereby enter into this Agreement.

**ARTICLE 1. – GENERAL TERMS**

1.1) **Geographic Area.** All of the Project located in the City and Township as depicted on Exhibit A (“Project Area”), which is attached hereto and made a part of this Agreement.

1.2) **Term.** This Agreement shall remain in effect from the Effective Date until the completion and adoption of the AUAR.

1.3) **Notices.** All notices relating to this Agreement shall be in writing and provided to:

To the City:

City of Cannon Falls

Attn: City Administrator  
918 River Road  
Cannon Falls, MN 55009

With a copy to:

Hoff Barry, P.A.  
Attn: Shelley M. Ryan  
100 Prairie Center Drive, Suite 200  
Eden Prairie, MN 55344

To the Township:

Randolph Township  
Attn: Township Clerk  
P.O. Box 87  
Randolph, MN 55065

With a copy to:  
Couri & Ruppe, P.L.L.P.  
Attn: Robert Ruppe  
705 Central Avenue East  
PO Box 369  
St. Michael, MN 55376

## **ARTICLE 2. – RESPONSIBLE GOVERNMENTAL UNIT AND COOPERATION**

2.1) **Responsible Governmental Unit Authority.** Consistent with Minnesota Rules Chapter 4410, Section 4410.0500, only one jurisdiction may act as the RGU for the proposed Project AUAR. The Parties agree that one AUAR will be performed for the entire Project. The Parties further agree, subject to the terms and conditions of this Agreement, that the City shall act as the RGU for the Project AUAR, as the portion of the Project Area that is currently located in the Township is anticipated to be annexed into Cannon Falls.

2.2) **Coordinated Environmental Review.** In consideration of the assignment of RGU authority by the Township to the City for preparation the Project AUAR, the Parties agree to the following:

- (a) The City shall be responsible for the preparation, publication, distribution, and decision-making of the Project AUAR.
- (b) The City and Township shall convene a joint work session and informational session to discuss the AUAR process and timeline in accordance with the dates set forth in Exhibit B.

(c) The Township shall be given the opportunity to review and comment on the Draft AUAR Order and Scoping Document prior to its publication in the EQB Monitor in accordance with the dates set forth in Exhibit B.

(d) The Township shall be given the opportunity to review and comment on the Draft AUAR and Mitigation Plan in accordance with the dates set forth in Exhibit B.

2.3) **Submittal of AUAR Comments.** The Parties recognize and agree that in preparing, publishing, distributing, and approving the AUAR, time is of the essence. The City agrees to provide the Township the draft documents for the Township's review and comment on or about the "start date" shown in Exhibit B. The Township agrees to provide written comments electronically to the City in a timely manner, and no later than seven (7) days following electronic transmission of the AUAR documents to the Township, to the following addresses:

Bill Angerman, City Engineer: [bangerman@whks.com](mailto:bangerman@whks.com)

Shelley Ryan, City Attorney: [sryan@hoffbarry.com](mailto:sryan@hoffbarry.com)

Jon Radermacher, City Administrator: \_\_\_\_\_

2.4) **Concurrent Review of Applications.** The Parties recognize that during the Term of the Agreement that Developer may submit subdivision or land use applications or other requests relating to the Project for all or portions of the Project Area to either Party. The Parties recognize and agree that the subdivision of land in the Project Area can be processed during the pendency of the AUAR and shall not constitute a final governmental decision under Minnesota Rules Part 4410.3100.

### **ARTICLE 3.- DATA PRACTICES**

All data collected, created, received, maintained, or disseminated for any purpose by the Parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota rules implementing such act now in force or as amended as well as federal regulations on data privacy.

### **ARTICLE 4.- INDEPENDENT CONTRACTORS**

The Parties acknowledge that each Party is solely responsible for payment of all wages, benefits, taxes, and insurance on behalf of its employees or agents relating to planning and environmental review in the Geographic Area. It is expressly understood that neither Party can compel the other to perform work, nor shall one Party be obligated to reimburse the other, without mutual consent. Nothing contained in this Agreement can or shall be interpreted as creating an employee relationship between the Parties and no employee of either party shall be considered an employee of the other party.

### **ARTICLE 5. – INDEMNIFICATION AND INSURANCE**

5.1) **Indemnification.** Each Party (hereinafter referred to as the Indemnifying Party) agrees to defend, indemnify, and hold harmless the other Parties against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by

or resulting from negligent acts or omissions of the Indemnifying Party and/or those of the Indemnifying Parties' employees or agents. Under no circumstances, however, shall an Indemnifying Party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for all Parties may not be added together to determine the maximum amount of liability for either Party. The intent of this paragraph is to impose on each Party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against both Parties from a single occurrence to be defended by a single attorney.

5.2) **Insurance.** The Parties subject to Minnesota Statutes Chapter 466 shall maintain insurance in an amount no less than the limits of liability under Minnesota Statutes Section 466.04, Subd 1 (7) and (8).

#### **ARTICLE 6. – MERGER, MODIFICATION, AND SEVERABILITY**

6.1) **Merger.** The entire Agreement between the Parties is contained here and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter.

6.2) **Modification.** This Agreement may be modified or amended only in writing and upon signatures by the Parties.

6.3) **Severability.** The provisions of this Agreement are deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such finding shall have no effect on any other portion of this Agreement.

#### **ARTICLE 7. – MISCELLANEOUS**

7.1) **Headings and Captions.** The Parties agree that the headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement.

7.2) **Controlling Law.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement and the legal relations between the Parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located with the County of Dakota, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

7.3) **Third Parties.** This Agreement is between the Township and the City as the only Parties and no provision of this Agreement shall in anyway inure to the benefit of any third person (including the public at large and any property owner, tenant or resident within the Geographic Area) so as to constitute any such person as a third party beneficiary of the Agreement or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**CITY OF CANNON FALLS:**

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

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

**RANDOLPH TOWNSHIP**

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

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

**EXHIBIT A**  
**MAP OF PROJECT AREA**

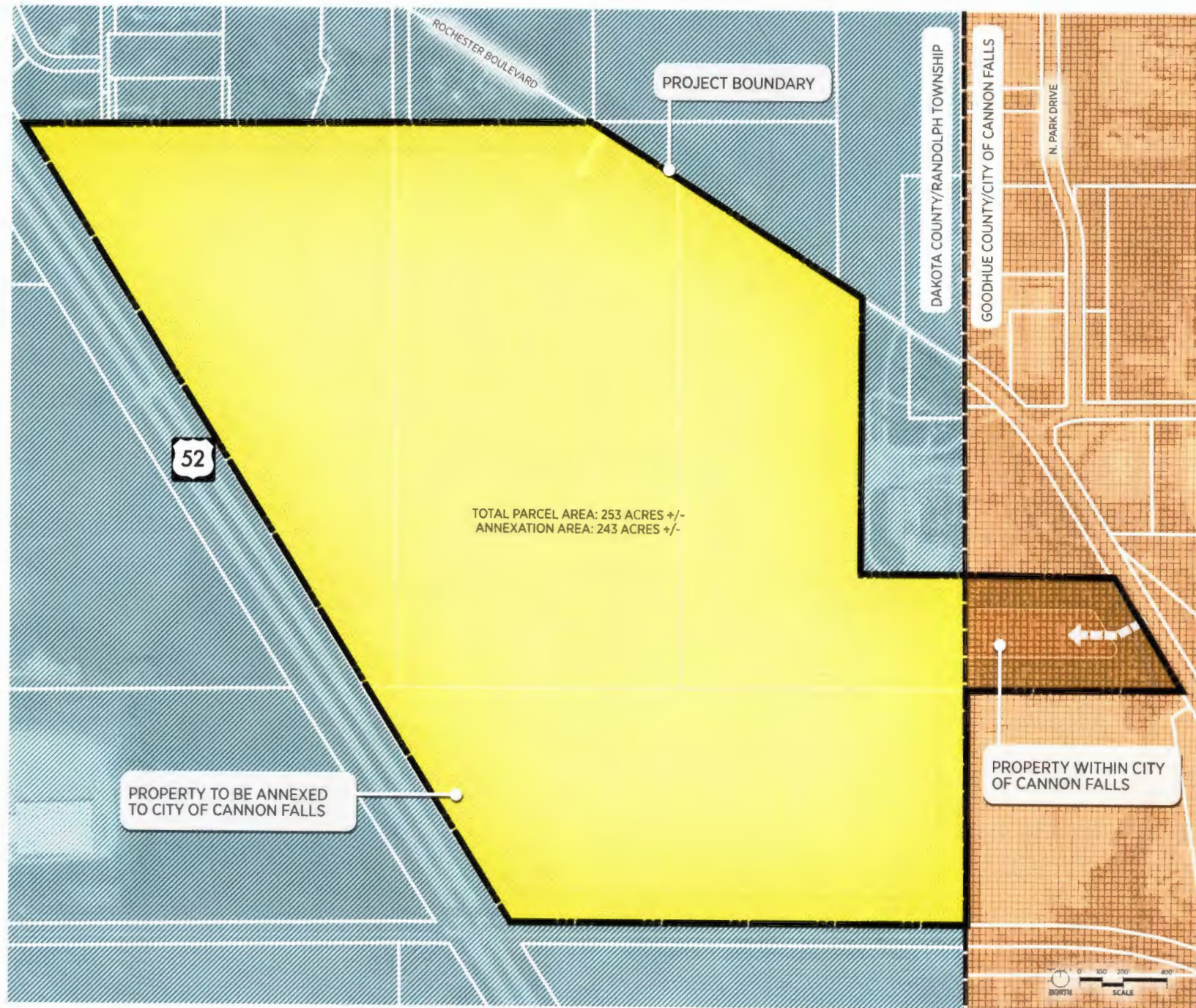


# CANNON FALLS NW TECHNOLOGY PARK

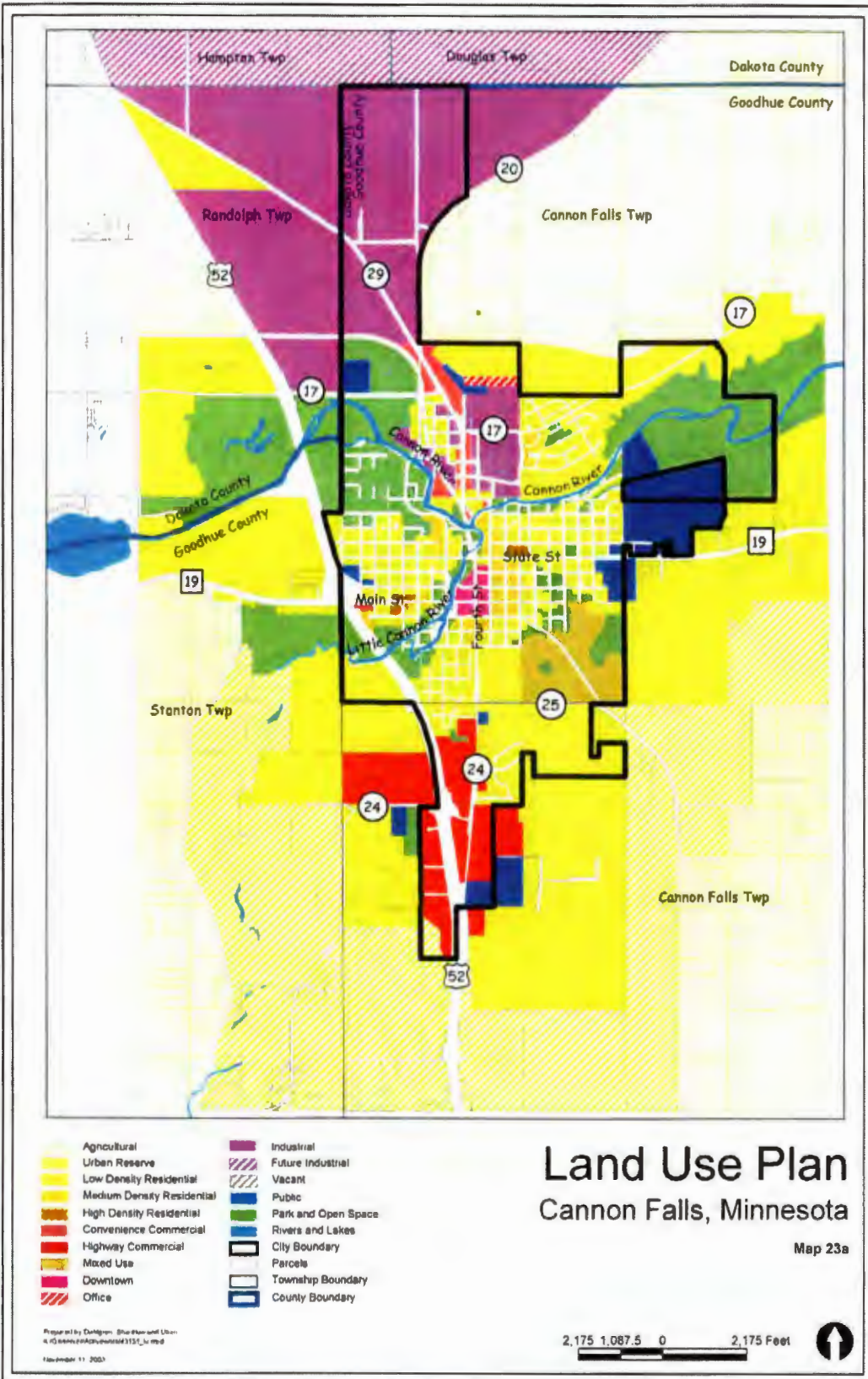
OCTOBER 2024 | DAKOTA COUNTY | CANNON FALLS, MN

## PROPERTY ANNEXATION

- ANNEXATION AREA
- DAKOTA COUNTY / RANDOLPH TOWNSHIP
- GOODHUE COUNTY / CITY OF CANNON FALLS









# CANNON FALLS NW TECHNOLOGY PARK

AUGUST 2024 | DAKOTA COUNTY - CANNON FALLS, MN

## CONCEPTUAL SITE PLAN

- DEVELOPMENT AREA
- FLOODPLAIN
- WETLANDS
- EXISTING TRANSMISSION LINE & EASEMENT
- ✱ POTENTIAL SUBSTATION



\*Property boundaries, developable areas and acreages are for planning purposes only and are subject to change.

# CERTIFICATE OF SURVEY FOR: Kimley - Horn & Associates, Inc.

## EXISTING LEGAL DESCRIPTION:

That part of the Southeast Quarter (SE 1/4) of Section One (1), Township One Hundred Twelve (112), Range Eighteen (18), Dakota County, Minnesota, lying east of the westerly right of way line of Trunk Highway No. 52, subject to encumbrances of record.

AND

That part of the Southeast Quarter (SE 1/4) of Section One (1), Township One Hundred Twelve (112), Range Eighteen (18), Dakota County, Minnesota, lying south of county road No. 86.

AND

All that part of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township One Hundred Twelve (112), Range Eighteen (18), lying westerly of the centerline of State Trunk Highway No. 52, Dakota County, Minnesota, except a strip of land 100 feet in width owned by the Chicago and Northwestern Transportation Company.

AND

All that part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NW 1/4) of Section Twelve (12), Township One Hundred Twelve (112), Range Eighteen (18), lying westerly of State Trunk Highway No. 52, Dakota County, Minnesota.

## LEGAL DESCRIPTION OF ANNEXATION PARCEL:

That portion of the following described property:

That part of the Southeast Quarter (SE 1/4) of Section One (1), Township One Hundred Twelve (112), Range Eighteen (18), Dakota County, Minnesota, lying east of the westerly right of way line of Trunk Highway No. 52, subject to encumbrances of record.

AND

That part of the Southeast Quarter (SE 1/4) of Section One (1), Township One Hundred Twelve (112), Range Eighteen (18), Dakota County, Minnesota, lying south of county road No. 86.

AND

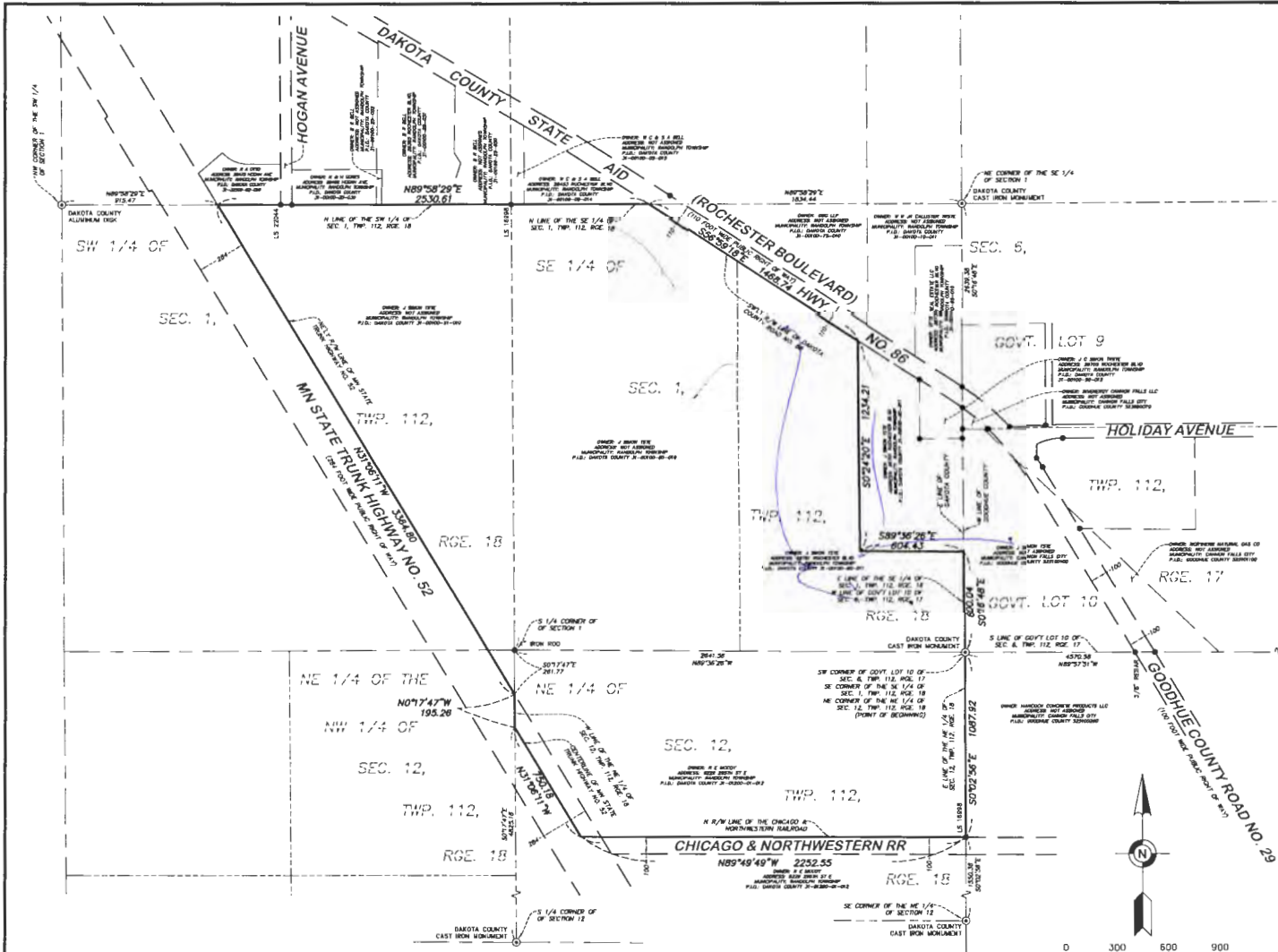
All that part of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township One Hundred Twelve (112), Range Eighteen (18), lying westerly of the centerline of State Trunk Highway No. 52, Dakota County, Minnesota, except a strip of land 100 feet in width owned by the Chicago and Northwestern Transportation Company.

AND

All that part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NW 1/4) of Section Twelve (12), Township One Hundred Twelve (112), Range Eighteen (18), lying westerly of State Trunk Highway No. 52, Dakota County, Minnesota.

Said portion being described as:

Beginning at the southeast corner of said Northeast Quarter of Section 12, thence South 00 degrees 02 minutes 58 seconds East, measured bearing, along the east line of said Northeast Quarter, a distance of 1287.92 feet to the intersection of said east line with the westerly right of way line of the Chicago and Northwestern Railroad, thence North 89 degrees 48 minutes 49 seconds West, along said westerly right of way line, a distance of 2325.55 feet to the intersection of said westerly right of way line with the centerline of State Trunk Highway No. 52, thence North 31 degrees 08 minutes 11 seconds West, along said centerline, a distance of 780.16 feet to the intersection of said centerline with the east line of said Northeast Quarter of Section 12, thence North 00 degrees 17 minutes 47 seconds West, along said east line of the Northeast Quarter, a distance of 3384.80 feet to the intersection of said east line with the north line of the Northeast Quarter with the north line of said Section 12, thence North 89 degrees 39 minutes 29 seconds East, along said north line and the north line of the Southeast Quarter of said Section 12, a distance of 2550.81 feet to the intersection of said north line with the westerly right of way line of said Dakota County State Highway No. 86, thence North 31 degrees 08 minutes 11 seconds West, along said westerly right of way line, a distance of 1488.74 feet, thence South 00 degrees 24 minutes 30 seconds East, a distance of 7234.27 feet, thence South 00 degrees 28 minutes 28 seconds East, a distance of 845.53 feet to the east line of said Southeast Quarter of Section 12, thence South 00 degrees 18 minutes 48 seconds East, along said east line, a distance of 800.04 feet to the point of beginning.



## GENERAL SURVEY NOTES:

- The intersection of this survey system is based on the Dakota County coordinate grid (NAD 83-2011 AG).
- The annexation property described herein lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain) per Federal Insurance Rate Map No. 27037C 0419 E and 27037C 0420 E, both dated December 02, 2011 and Federal Insurance Rate Map No. 27048D 0120 E, dated September 20, 2008.
- The total area of the annexation property described herein is 10,465,168 square feet or 240,247.22 acres. The area of the property herein described less areas used for right-of-way purposes is 10,378,727 square feet or 238,282.79 acres.

## CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Surveyor: *Kimley-Horn & Associates, Inc.*  
Date of signature: October 22, 2024.

*Steven F. Horn*  
Steven F. Horn  
Minnesota License No. 54850  
msa@kimley-horn.com

## CERTIFICATE OF SURVEY

## SURVEY FOR:

Kimley - Horn & Associates, Inc.

## PROPERTY ADDRESS:

28701 Rochester Boulevard  
& 9229 295th Street E  
Cannon Falls, Minnesota 55009




475 Old Highway 4 NW, Suite 200  
New Brighton, Minnesota 55112  
PHONE: (612) 466-3300  
WWW.EFNSURVEY.COM  
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| FIELD BOOK | PAGE | FIELDWORK   | REVISIONS |
|------------|------|-------------|-----------|
|            |      | CHIEF:      |           |
|            |      | OF:         |           |
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|            |      | CHECKED BY: |           |
|            |      | FILE NO.    |           |



**EXHIBIT B****AUAR TIMELINE**

| TASK  | START   | END        |
|---|---|------------|
| AUAR Order  |   |            |
| KH Prepares Draft AUAR Order and Scoping EAW                      | 10/23/2024  | 12/17/2024 |
| Anticipated Joint Work Session with City Council and TWP Board    | TBD   |            |
| Client Reviews Draft Order and Scoping EAW                        | 12/18/2024  | 12/20/2024 |
| KH Revises Draft Order and Scoping EAW                            | 12/23/2024  | 12/27/2024 |
| City Reviews Draft AUAR Order and Scoping EAW                     | 12/30/2024  | 1/16/2025  |
| Township Review of Draft AUAR Order and Scoping EAW*              | 1/2/2025  | 1/9/2025   |
| KH Revises Draft AUAR Order and Scoping EAW                       | 1/16/2025   | 1/21/2025  |
| City Reviews Final Draft AUAR Order and Scoping EAW               | 1/22/2025   | 1/25/2025  |
| Draft Order and Scoping EAW Submitted to EQB                      | 1/28/2025   |            |
| Draft Order and Scoping EAW Published in EQB Monitor              | 2/4/2025  |            |
| Draft Order and Scoping EAW Comment Period                        | 2/4/2025  | 3/7/2025   |
| KH Revises the Draft Order and Scoping EAW (Responds to Comments) | 3/7/2025  | 3/9/2025   |
| City Reviews Final Order and Scoping EAW                          | 3/9/2025  | 3/12/2025  |
| City Council Adopts Final Order                                   | 3/18/2025   |            |
| Final Order Submitted to the EQB Monitor                          | 3/25/2025   |            |
| Final Order Published in the EQB Monitor                          | 4/1/2025  |            |
| AUAR and Mitigation Plan  |   |            |
| 120-day AUAR preparation process                                  |  |            |
| KH Prepares Draft AUAR  | 4/1/2025  | 7/30/2025  |
| Client Reviews Draft AUAR   | 12/3/2024   | 2/6/2025   |
| KH Revises the Draft AUAR   | 2/6/2025  | 2/13/2025  |
| City Reviews Draft AUAR   | 2/16/2025   | 2/26/2025  |
| City Reviews Draft AUAR   | 2/26/2025   | 3/19/2025  |
| Township Review of Draft AUAR and Mitigation Plan*                | 3/32025   | 3/10/2025  |
| KH Revises Draft AUAR   | 3/19/2025   | 3/29/2025  |
| City Reviews Draft AUAR   | 3/29/2025   | 4/5/2025   |
| KH Revises Draft AUAR   | 4/5/2025  | 4/8/2025   |
| Draft AUAR is submitted to EQB                                    | 4/8/2025  |            |
| Draft AUAR published in EQB Monitor                               | 4/15/2025   |            |
| 30-day public comment period                                      | 4/15/2025   | 5/15/2025  |



|  |           |           |
|--|-----------|-----------|
| KH prepares Final AUAR and responses to comments                                 | 5/15/2025 | 5/22/2025 |
| City/Client review of Final AUAR   | 5/22/2025 | 5/29/2025 |
| KH revises Final AUAR  | 5/29/2025 | 6/2/2025  |
| Final AUAR submitted to EQB Monitor  | 6/3/2025  |           |
| Final AUAR Published in EQB Monitor  | 6/10/2025 |           |
| 10-business day Final AUAR objection period (state agencies and the Met Council) | 6/10/2025 | 6/24/2025 |
| City adopts the Final AUAR at City Council meeting                               | 7/1/2025  |           |
| City submits notice of adoption of Final AUAR to EQB and EQB distribution list   | 7/8/2025  |           |
| Notice of adoption of Final AUAR published in EQB Monitor                        | 7/15/2025 |           |
| <i>*-City to coordinate the TWP review of the documents</i>                      |           |           |



## ESCROW AGREEMENT

This Escrow Agreement (“Agreement”) is entered into and effective on the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the City of Cannon Falls (“City”) and MNLCO Dakota County Two, LLC, a Delaware limited liability company, and MNLCO Dakota County Three, LLC, a Delaware limited liability company (“Developer”). The City and Developer are each a “Party” and collectively the “Parties” to this Agreement.

WHEREAS, Developer seeks to annex into the City and develop certain property (the “Property”) for industrial purposes (the “Project”);

WHEREAS, Developer has agreed to reimburse the City for the actual reasonable costs it incurs in relation to the City’s costs of reviewing the Project according to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation.** The foregoing recitals are incorporated into and made a part of this Agreement.

2. **Term.** This Agreement shall be effective until the Project entitlements are issued, including Alternative Urban Areawide Review (AUAR), subdivision, rezoning, and planned unit development (collectively, “Entitlements”)(the “Term”). Developer shall have the right to terminate the Agreement upon fifteen (15) days written notice, provided, however, that Developer shall be responsible for all Professional Costs (defined below) incurred through the date of termination.

3. **Escrow Expenses.** This Agreement shall cover the City’s actual reasonable expenses necessary for the City’s third-party engineering, legal, and financial consultants necessary to review the Entitlements (collectively, “Professional Costs”).

**Escrow Deposit; Draws.** Developer shall deposit \$15,000 (the “Escrow Deposit”) with the City no later than December 12, 2024. The City may draw on the Escrow Deposit as costs are incurred for the Professional Costs. Developer shall deposit with the City, within 30 days of notice by the City, an amount necessary to maintain the Escrow Deposit balance at \$15,000 (“Escrow Conditions”). The Parties agree that Developer shall have no obligation to pay, deposit or reimburse any Professional Costs, funds or amounts other than, and/or in excess of \$30,000 under this Agreement without written authorization from Developer in advance of incurring such costs.

4. **Default.** In the event Developer fails to fulfill the Escrow Conditions, the City shall provide Developer with notice of the default and Developer shall have 30 days from the date of the notice to cure the default. If Developer fails to cure the default, the City may exercise all available remedies, which may include the issuance of a stop work order.

5. **Escrow Disposition.** The City shall refund the amount, if any, of Escrow Deposit remaining after completion of the Project or upon termination of the Agreement under Paragraph 2.

6. **Right of Inspection.** Developer may, at any time during normal business hours and as often as reasonably necessary, examine, audit, excerpt and transcribe the City's non-privileged public records relating to this Agreement. The City agrees to provide reasonable detailed and itemized descriptions necessary to determine the scope and extent of the Professional Costs allocated to the Project on a monthly basis and upon request from Developer.

7. **Notices.** Any required notices hereunder shall be provided to:

The City of Cannon Falls:

City of Cannon Falls  
Attn: City Administrator  
918 River Road  
Cannon Falls, MN 55009  
With a copy to:

Hoff Barry, P.A.  
Attn: Shelley M. Ryan  
100 Prairie Center Drive, Suite 200  
Eden Prairie, MN 55344

Developer:

8. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9. **Modification.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

11. **Time of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.

12. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Goodhue County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of

such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have signed and sealed this Agreement on the  
Effective Date.

MNLCO Dakota County Two, LLC, a Delaware limited liability company, and MNLCO  
Dakota County Three, LLC, a Delaware limited liability company

\_\_\_\_\_  
By: Name and Title

City of Cannon Falls, a Minnesota municipal corporation

By: \_\_\_\_\_  
Matt Montgomery, Mayor

By: \_\_\_\_\_  
City Administrator