

FIRE TRAINING EXERCISE PROPERTY AGREEMENT

An agreement dated this ____ day of February, 2026, by and between the City of Saint Paul, Minnesota (the "City"), and The Catholic Cemeteries, a Minnesota business corporation (the "Owner").

WITNESSETH:

Whereas, the City, acting through and by its Department of Fire and Safety Services, desires to conduct various training exercises in the interest of instructing and enhancing its staff in the many and varied techniques of fire suppression; and

Whereas, the training exercises involve a variety of tasks that necessarily result in the destruction of materials and property, and activities including, but not limited to, sawing, boring, axing, and chipping to train in roof ventilation, search and rescue, hose line pulls and overhauls, among other topics; and

Whereas, the City has need of a stock of existing structures, both commercial and residential to use in its training exercises; and

Whereas, the Owner represents that they are the fee owner for the below described property (the "Property"); and

Whereas, the Owner has generously offered the structures located at the Property to the City for the purposes of assisting the City in its fire training; and

Whereas, the Owner acknowledges adequate and sufficient benefit and consideration in permitting the City to enter onto the Property identified below and the performance of fire instruction classes; and further, acknowledges the receipt of benefit in allowing the Property to be part of this worthwhile and critical educational program; now therefore,

IT IS MUTUALLY AGREED BY AND BETWEEN THE CITY AND OWNER AS FOLLOWS:

- 1) That the foregoing recitals are incorporated herein by reference.
- 2) That the Owner has removed any personal property or materials from the Property located at 753 Front Avenue, Saint Paul Minnesota 55103, and freely consents to the entry of the City upon the Property, at such time or times as the City desires, without notice to the Owner of its intention to temporarily occupy the Property for the purpose of conducting work or fire training exercises which will or might result in the destruction of the Property and any personal property or materials on the Property. The Owner hereby releases the City, its officials, employees, agents or representatives, from any and all claims or lawsuits for injury or damages, direct or incidental, to the Property

or personal property or materials on the Property, on account of the work or fire training performed under this Agreement.

3) That the City, in consideration of the Owner's consent granted hereunder, will save and hold harmless the Owner from any and all claims of third parties as might be asserted as the result of City's training exercises at the Property subject to the City's legal immunities and statutory tort limits.

4) Following the conclusion of the training exercises, the City will not be liable to the Owner or any third party for any actions related to, or located on the Property.

5) That the City obtain any and all necessary variances, permits and consents as may be required by law to conduct the training, exercises and the Owner has no obligation in such matters beyond the execution of this agreement.

6) That this agreement shall expire on March 1, 2026.

7) That the signing representative of the Owner has legal and binding authority of the Owner to enter into this Agreement with the City.

8) That any notices required to be given by either party to the other shall be in writing and addressed as follows:

If to the Owner:

The Catholic Cemeteries
2101 Lexington Avenue S.
Mendota Heights, MN 55120

If to the City:

Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55102

APPROVED AS TO FORM:

CITY OF SAINT PAUL

Assistant City Attorney

Fire Chief

OWNER

Paul Auge, _____ (title)