## PERMIT AGREEMENT CENTERVILLE LAKE

This Permit Agreement ("Permit") is made and entered into this \_\_\_\_\_ day of July, 2025, by and between the **Board of Water Commissioners of the City of Saint Paul**, a Minnesota municipal corporation, acting through its Saint Paul Regional Water Services General Manager, (the "Board"), and the **Centennial Fire District** ("**CFD**").

WHEREAS, the Board owns certain real property shoreline on Centerville Lake along Main Street, as shown on the attached Exhibit A, (the "Property"); and

WHEREAS, CFD wishes to temporarily install, maintain and use a floating dock and boat lift for public safety purposes; and

WHEREAS, the Board believes that such use of this property contributes to the value of the surrounding community.

Now, therefore, in consideration of the above, the parties hereto agree as follows:

- 1. The Board hereby grants permission to CFD to use the Property for the purpose of installing, maintain and using a floating dock and boat lift for public safety purposes only.
- 2. This Permit shall require an annual fee of \$25.00 and be effective upon the date set forth above and shall expire on December 31, 2025. Thereafter, this Permit may be renewed for one-year periods upon the discretion of the Board following a written request by CFD to the Board. This Permit may be terminated by either party without cause upon sixty (60) days written notice to the other.
- 3. CFD shall obtain and maintain any permits and authorizations required by Anoka County, Cities of Lino Lakes or Centerville and the Minnesota Department of Natural Resources. CFD shall comply with any applicable state and local codes, ordinances, and policies.
- 4. The exercise of privileges granted in this Permit shall be without cost or expense to the Board. Any costs or expenses incurred by the Board related to the Floating dock and boatlift shall be paid by CFD.
- 5. This Permit may not be transferred or assigned by CFD except with and according to written permission of the Board.
- 6. The granting of this Permit creates in CFD no property or easement rights.

- 7. CFD will provide all materials for the installation and maintenance of the floating dock and boat lift.
- 8. CFD is solely responsible for the construction, installation, inspection and maintenance of the floating dock and boat lift. The Board has no obligation to construct, install, inspect, or maintain the floating dock and boat lift.
- 9. CFD shall, and hereby does, indemnify, save, hold harmless, and defend the Board (and its officials, employees, representatives and agents) from and against all claims, costs, (including reasonable attorneys' fees) liabilities, losses or damages actually suffered or incurred by the Board (and its officials, employees, representatives and agents) arising from or as a result of any loss, injury, death or damage to persons or property arising out of the use, possession, construction of improvements, operation or maintenance of the floating dock and boatlift, except to the extent that such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Board or its officials, employees, representatives or agents.
- 10. No later than November 1<sup>st</sup> of each year, the floating dock and boatlift will be removed.
- 11. CFD, at the expiration of this Permit, shall quit peacefully, cease all permitted activities and restore the Premises to condition equal to or exceeding the existing condition prior to permitted activities.
- 12. Day-to-day issues concerning operations of the permitted activities should be directed to the following representatives of the Board and CFD:
  - Board: Engineering Service Desk 651-266-6822 <u>dennis.rosemark@ci.stpau1.mn.us</u>
  - CFD: Centennial Station 1 651-792-7900 Matt.Montain@centennialfire.org
- 13. The permissions granted herein shall not be construed as a waiver of management rights. The Board retains the right to cancel this Permit at any time for failure to comply with the requirements set forth herein, and may enter its Property at any time.

be executed the day and year first written.

CENTENNIAL FIRE DEPARTMENT, CENTERVILLE, MN

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Assistant Chief Its

## **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**

By

Racquel Vaske, General Manager Saint Paul Regional Water Services