

## **FIRE TRAINING EXERCISE PROPERTY AGREEMENT**

An agreement dated this 19th day of June 2012 by and between the City of Saint Paul, Minnesota, and hereinafter called "City" and Kellogg Square Apartments, 111 East Kellogg Boulevard, Saint Paul, Minnesota, 55101, hereinafter individually and collectively called "Owner".

WITNESSETH:

Whereas, the City, acting through and by its Saint Paul Fire Department, 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 include such activities as sawing, boring, axing and chipping; 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 he/she/they is/are the fee owner for the below described Property; and

Whereas, the Owner has generously offered the structures located at the Property identified below 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, acknowledge the receipt of benefit in allowing the Owner's 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 111 East Kellogg Boulevard, Saint Paul, Minnesota, 55101 (herein this Agreement, the "Property") and freely consents to the entry of the City upon the Properties, at such time or times as the City desires, without notice to the Owner of its intention to

temporarily occupy the Properties for the purpose of conducting work or fire training exercises which will or might result in the destruction of the Building and any personal property or materials in the Building. The Owner hereby releases the City, its officials, employees, agents or representatives, from any and all claims or lawsuits for injury to persons who are within the Building and within 100 feet of the Building at the time of the work or fire training or damages, direct or incidental, to the Building, 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 injury or damages claims of third parties, other than that of the owner and owner's responsibilities, as might be asserted as the result of City's training exercises, during the time of the exercises, at the address noted hereunder subject to the City's legal immunities and statutory tort limits.

4) That, subject to the City's immunities and statutory tort limits, the City will also be responsible for the restoration of the premises but only to the extent of complying with public nuisance ordinance and not for the purpose of enhancing the premises for any other reason or serving another end and that the City, following the conclusion of the training exercises will not save and hold harmless the Owner from any and all claims of third parties as might be asserted following the conclusion of the City's training exercises at the address above noted once notice has been given to the Owner of such conclusion and restoration.

5) That the City will 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 be in force six (6) months from June 19, 2012 or the date first written above and to be inserted by the City's Fire Chief. The Owner and the City will coordinate the time frame for the training. The Owner has the right to cancel this agreement at their convenience.

7) 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(s):  
Marsha Lidgerding  
Kellogg Square Apartments  
111 East Kellogg Blvd. Suite 120  
Saint Paul, MN 55101

If to the City:  
Fire Chief Tim Butler  
Saint Paul Fire Department  
645 Randolph Avenue  
Saint Paul, MN 55102

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

CITY OF SAINT PAUL

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Director of Financial Services

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2012

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

OWNER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address