

FIRE EXERCISE AGREEMENT

This Fire Exercise Agreement is made and entered into as of this 10st day of February 2015, by and between the CITY OF SUNFISH LAKE (the "City") and St. Anne's Episcopal Church (hereinafter individually and/or collectively referred to as "Owner").

RECITALS:

WHEREAS, Owner is the holder of fee simple title, free and clear of any and all mortgages, liens or other encumbrances, to that certain improved real property located in the County of Dakota, State of Minnesota, commonly known as 2037 Charlton Rd. Sunfish Lake MN, 55118 and legally described as set forth on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City has requested authorization from Owner to use the Property as a fire protection training exercise area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner, it is hereby agreed as follows:

1. Owner represents and warrants to the City that (he or she is) (they are) the owner and holder of fee simple title to the Property, free and clear of any and all mortgages, liens or other encumbrances thereon.
2. Owner hereby authorizes and consents to the use of the Property by the City, its agents and employees, on or before _____ 2015_____ for the purposes of training fire protection personnel. Owner understands and acknowledges that the Property and the residence located thereon may be burned or otherwise destroyed, in whole or in part, as a result of the contemplated training operations, and hereby expressly consents thereto.
3. Except as otherwise expressly set forth herein, the City hereby releases and agrees to hold Owner harmless from and against any and all liabilities, claims, damages, costs, fees and other expenses incurred in connection with the use or destruction of the Property by the City, its agents and employees, pursuant to this Agreement.
4. Owner hereby releases and agrees to hold the City harmless from and against any and all liabilities, claims, damages, costs and other expenses relating to or arising in connection with the use or destruction of the Property by the City, its agents and employees, pursuant to this Agreement; specifically, but not exclusively, Owner agrees to take any and all steps reasonably necessary, after completion of the subject fire exercise, to secure the property and prevent unlicensed and unlawful entry thereon by third parties.

5. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY OF SUNFISH LAKE

By _____
Sunfish Lake City Official

By _____
Mendota Heights Fire Department Official

And

OWNER

By _____

And _____

Exhibit A

