

FIRE STATION LEASE AGREEMENT

THIS FIRE STATION LEASE AGREEMENT (“**Agreement**”) is made effective this _____ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF MAPLE PLAIN, a Minnesota municipal corporation, (“**City**”) and WEST SUBURBAN FIRE DISTRICT, a Minnesota non-profit corporation (“**WSFD**”; City and WSFD sometimes a “**Party**” and collectively “**Parties**”).

WHEREAS, City is the fee owner of that Property located at 1645 Pioneer Ave, Maple Plain, MN 55359, and legally described on attached Exhibit A (the “**Property**”) and located on the Property is the fire station building shown on attached Exhibit B (the “**Fire Station**”); and

WHEREAS, City by separate agreement will be or has contracted with WSFD (the “**Contract**”) for firefighting, fire suppression and fire prevention, emergency incident management, fire inspections, rescue, emergency medical services, and hazardous materials response (“**Fire Services**”); and

WHEREAS, City desires to lease exclusive use of the Fire Station, with all fixtures and equipment therein and all rights appurtenant thereto, and that portion of the Property upon which it is located, together with non-exclusive easements over the Property for ingress and egress to the Fire Station and the generator serving the Fire Station (collectively, the “**Premises**”) to WSFD for the purpose of providing the Fire Services.

NOW, THEREFORE, the Parties, for good and valuable consideration and the terms and obligations herein, agree as follows:

1. **Incorporation.** The above recitals and all attached exhibits are a material part of this Agreement and are incorporated herein.
2. **Demising Clause.**
 - a. City leases to WSFD and WSFD leases from City the Premises on the terms and conditions contained in this Agreement.
 - b. WSFD shall have the exclusive right to use the Premises for the purposes of providing the Fire Services in accordance with the Contract and in compliance with this Agreement.
3. **Term and Possession.**
 - a. Initial Term. This Agreement shall be effective as of the Effective Date. The term of this Agreement will commence on January 1, 2026 (the “**Commencement Date**”), and will expire on December 31, 2030 (the “**Expiration Date**”; period

between Commencement Date and Expiration Date, the “**Initial Term**”), which Expiration Date may be terminated sooner or extended in accordance with this Agreement. WSFD shall be entitled to possession of the Premises commencing on the Commencement Date and shall relinquish possession on the Expiration Date.

- b. Extension Term. Unless this Agreement is terminated in accordance with its terms, this Agreement shall automatically be extended for successive additional five (5) year term(s) (each, an “**Extension Term**”; Term and Extension Term, collectively “**Term**”), unless a Party elects not to renew this Agreement as provided for in Section 16.a.i.
- c. Termination. Notwithstanding any provisions to the contrary contained in this Agreement, this Agreement or any renewal or extensions thereof shall terminate upon the effective date of termination or expiration of the Contract.

4. **Rent.**

- a. Rent. WSFD shall pay to the City annual rent for the Fire Station in advance, without Notice, demand or set-off (except as otherwise set forth herein), in the amount of One and No/100 Dollars (\$1.00) (“**Rent**”) on or before January 1 of each year of the Term.
- b. Interest. Rent and all other sums owing to City hereunder which are not paid on their due date shall accrue compound interest from the due date at the rate of one and one-half percent (1.5%) per month, which interest shall be paid with the delinquent payment.

5. **Use and Occupation.**

- a. Permitted Use. The Premises shall be used and occupied by WSFD solely for WSFD’s officers, employees, agents, officers, and invitees to provide the Fire Services to include fundraising, public health, and fire protection community outreach events, in accordance with the Contract and all applicable local, state, and federal rules and regulations (“**Permitted Use**”). WSFD shall not use nor permit the use of the Premises or any portions thereof for any other purposes without the City’s prior written approval,
- b. Injury; Nuisance; Waste. WSFD shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or any part of the Premises or any of its contents. WSFD shall not use or

allow the Premises to be used for any unlawful or objectionable purpose, nor shall WSFD cause, maintain or permit any nuisance in, on or about the Premises. More specifically, WSFD shall not use or store any noxious chemicals on the Premises, except to the extent necessary for the Premises to be used for the Permitted Use. WSFD shall not commit or allow to be committed any waste in or upon the Premises nor use the Premises in a manner that constitutes a public or private nuisance.

- c. Installation of Exhaust System. WSFD shall be responsible for the installation of an exhaust system serving the Fire Station (“**Exhaust System**”) and for the maintenance of the Exhaust System as provided for in Section 11. The City shall reimburse the WSFD for actual costs incurred related to the purchase and installation of the Exhaust System within 30 days of receiving an invoice from WSFD with supporting documentation; provided, however, that the maximum amount of reimbursement from the City shall be up to \$76,972.00.
6. **Taxes and Special Assessments.** The Parties acknowledge and agree that the City’s ownership and use/occupancy of the Property is exempt from real estate taxation. WSFD shall be liable for and shall pay before delinquency (and, upon demand by City, WSFD shall furnish City with satisfactory evidence of the payment thereof) all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against WSFD’s property and any other personal property installed in and upon the Premises, whether or not affixed to the realty. If, at any time during the Term, any of said property shall be taxed or assessed as part of the Property, then such taxes or assessments shall, for the purposes of this Agreement, be deemed to be personal property taxes or assessments. For the purpose of determining the amount of such taxes or assessments which are deemed to be personal property taxes or assessments, figures supplied by the County Assessor or other taxing authority as to the amount thereof shall be conclusive. Notwithstanding, the City shall not seek to levy any special assessments, under Minnesota Statutes Chapter 429 or otherwise, against the Premises in connection with any Improvement, as defined in Minn. Stat. § 429.011. If another governmental entity imposes a special assessment against the property in connection with an Improvement, the City shall be responsible for said special assessment.
7. **Utilities.**
 - a. WSFD Responsible. All utilities to serve the Fire Station are the responsibility of WSFD, at WSFD’s expense, including but not limited to, electricity, fuel oil, gas services, fuel for the generator, telephone, trash collection, cable or satellite television, internet, connection fees or any other like utilities serving the Fire Station.

- b. City Responsible. The City of Maple Plain is responsible for supplying water, sanitary and stormwater sewer service, and snow removal to the Premises. WSFD may remove snow from the Premises, at no cost to the City and no offset of the Rent. For purposes of this Section, water means bulk water utilized exclusively for Fire Services and water for the ordinary operation of the Fire Station.
- c. Interruption. City does not warrant or guarantee that any of the services referred to above or any other services upon or to the will be free from interruption. WSFD acknowledges that any one or more of such services may be suspended if there is a strike, an accident, or if repairs or improvements must be made for reasons beyond City's control. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of WSFD's use and possession of the Premises, or any part thereof, or render the City liable to WSFD for damages by abatement of rent or otherwise, or relieve WSFD from performance of WSFD's obligations under this Agreement, provided that the City undertake reasonable steps considering the circumstances to restore service or access.

8. Quiet Possession; Subordination.

- a. Quite Possession. City covenants that WSFD, on paying the rent, other amounts owed, and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises for the Term.
- b. Subordination. This Agreement and the Premises are subject and subordinate to all present or future financial encumbrances on the Property. Such subordination shall be self-executing without further act on the part of City or WSFD; provided, however, that WSFD shall at any time hereafter, at the request of City or any lien holder, or any purchaser of the Property or any part thereof, execute any instruments that may be required, and WSFD hereby irrevocably authorizes City to execute and deliver in the name of WSFD any such instrument if WSFD fails to do so.

9. **City's Reserved Rights.** City reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; (b) to enter to verify use of the Premises; (c) maintain its own, separate internet on the Premises; (d) maintain an electronic lock system for the Fire Station; and (e) maintain and operate cameras on the exterior of the Fire Station. The existing interior cameras will be disabled on the Commencement Date, unless otherwise requested in writing by WSFD. City may

during business hours, except in the case of emergency, enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of WSFD's use or possession and without being liable in any manner to WSFD and without abatement of Rent or affecting WSFD's obligations hereunder.

10. Alternations and Improvements.

- a. Changes; Alterations; Additions. WSFD agrees that it is leasing the Premises and accepting to the condition of the Premises "AS IS" and that City is under no obligation to make any structural or other alterations, decorations, additions, or improvements beyond those expressly specified in this Agreement. WSFD shall not make or allow to be made any material changes, alterations or additions to the Fire Station or any part of the Premises without the City's prior written approval. Any changes, alterations, or additions in or to the Fire Station, except for those expressly allowed and provided for in this Agreement, shall be at WSFD's sole cost and expense and, except for WSFD's trade fixtures, equipment and furnishings, shall become at once a part of realty and be the sole property of the City. WSFD shall comply with all applicable ordinances, codes, statutes, and regulations of local, state, and federal governmental authority. By executing this Agreement, City is not approving the construction or installation of any changes, improvements, alterations, or additions on the Premises or Fire Station. WSFD shall have the responsibility to make any and all necessary applications for construction, installation, or other work or permits required by any governmental authority and receiving approval of the same.

If a change, improvement, alteration, or addition is made or commenced without the City's consent, and the City does not give subsequent approval thereof, WSFD shall, upon receiving written notice from the City, restore that portion of the Fire Station or Premises affected by the improvement to its preexisting condition and WSFD's sole cost and expense.

- b. No Liens. WSFD shall allow no mechanic's liens to be incurred or filed against the Property. WSFD shall promptly pay for all alterations and improvements, which it may make under this Agreement that are approved by City, and shall save and hold harmless City from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by WSFD hereunder. WSFD may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, *et seq.* WSFD shall indemnify City against any loss or liability by reason of such contest.

- c. Signs. WSFD shall not place or maintain any signs on the Premises, without authorization by City.
- d. Remaining improvements. Any leasehold improvements to the Premises shall be and remain the property of City and no compensation shall be paid to the WSFD when and if the WSFD vacates the Premises.

11. Operation; Repairs; Maintenance.

- a. City shall keep the foundations, exterior walls, garage doors, garage door openers, roof, parking lot, plumbing, electrical service, and the HVAC system serving the Fire Station in good repair, and, if necessary or required by proper governmental authority, make modifications or replacements thereof within one (1) year of determination of issue, except that City shall not be required to make any such repairs, modifications, or replacements which become necessary or desirable by reason of the acts or omissions of WSFD, its agents, employees, contractors, guests or invitees, or by reason of anyone illegally entering the Fire Station. In such event, WSFD shall pay the cost upon being billed by City. City agrees to inspect the Fire Station roof condition starting on the second anniversary of the Commencement Date, and every 2 years thereafter, and to replace the roof within one (1) year of a failed inspection.
- b. Except as provided in Section 11.a.:
 - i. WSFD, at its expense, shall maintain the generator serving the Fire Station in good and operable condition and keep the interior of the Fire Station in a safe and tenantable condition based on the purpose of this Agreement. If WSFD does not do so within sixty (60) days of receipt of written notice specifically describing any defect to be corrected, City may (but need not) repair and maintain the generator and/or restore the Fire Station to a safe and tenantable condition, with WSFD paying the cost upon being billed by City. This Section shall not apply to damage or destruction otherwise provided for in this Agreement.
 - ii. WSFD, at its expense, shall be responsible for all operating costs of the Fire Station as well as maintenance, repairs, or replacement, including, but not limited to, the Exhaust System, of any and all alterations or improvements to the Fire Station, but excluding those items set forth in Section 11.a.

12. Destruction or Damage.

- a. WSFD agrees:
 - i. That it will obtain all necessary state and local permits for its operations as necessary.
 - ii. That it will operate in accordance with all federal, state, and local laws and regulations.
 - iii. That it will be solely responsible for security of the Premises and for any loss, damage, or destruction thereof.
 - iv. That it will keep the Premises in such repair as at the commencement of the Term or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended peril coverage perils only excepted.
 - v. That it will not injure, overload, or suffer to be injured or overloaded the Premises or any part thereof.
 - vi. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any applicable local, state, or federal rules or regulations, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Premises.
- b. If all or a substantial portion of the Premises is rendered un-tenantable by fire or casualty, and it is reasonably anticipated by WSFD that even though undertaken and pursued with all due diligence, it will require more than six (6) months to repair the Premises, then within twenty-one (21) days after the fire or casualty, City shall send a written notice of its determination to the WSFD. Then either Party may terminate this Agreement as of the date of the fire or casualty by sending the other Party a notice in writing of its election to so terminate within fourteen (14) days after the date of the notice from the City described above. During the period when the Premises are 50% or more un-tenantable due to fire or casualty such that all or a substantial portion of the Premises cannot be occupied or operated for the purposes stated herein, the Rent shall be abated on a prorated basis for the period during which the Premises is un-tenantable.

13. Holding Over.

- a. If WSFD, without the consent of City, retains possession of the Premises or any part thereof after termination of the Term, then City can elect to recover possession of the Premises by pursuing its rights under this Agreement or at law. Alternatively, City can elect to retain WSFD on a month-to-month tenancy,

terminable in accordance with law, at a Rent of One and No/100 Dollars (\$1.00) payment monthly at 1st of each applicable month.

- b. City shall exercise its election of the above-described alternatives by delivering a written notice thereof to WSFD within thirty (30) days after the first day of WSFD's retention of possession beyond the Term.

14. Surrender of Possession. Upon the termination of the Term, WSFD shall immediately surrender the Premises (together with any alterations and improvements) to City in good order, repair and condition, ordinary wear and fire or casualty losses for which WSFD is not responsible excepted, and shall remove all equipment, trade fixtures and other items of WSFD's property from the Premises. WSFD shall pay City upon demand the cost of repairing any damage to the Premises caused by such removal. WSFD shall leave the Premises in its pre-Commencement Date condition, reasonable wear and tear and any approved improvements and alterations excepted. If WSFD fails or refuses to remove WSFD's property from the Premises, WSFD shall be presumed to have abandoned the property and City may dispose of the property without incurring liability, at WSFD's expense.

15. Compliance with Laws, Ordinances, and Regulations.

- a. Throughout the Term, WSFD, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, opinions, directives, regulations, and requirements of all federal, state, city, and other local governments.
- b. WSFD shall likewise observe and comply with, or shall cause to be observed and complied with, all the requirements of all policies of comprehensive general liability, fire, and other insurance at any time in force with respect to the Premises.

16. Default; Termination.

- a. Events of Default and Termination. Except as otherwise provided herein, this Agreement:
 - i. May be terminated by a Party that elects not to renew this Agreement at the end of the then-current Term by giving written notice to the other Parties at least two (2) years prior to the end of the then-current Term.
 - ii. May be terminated by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days

of receipt of written Notice of default to the other Party, unless such default may not reasonably be cured within a 30-day period, in which case, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such 30-day period, proceeds diligently to fully cure the default and thereafter cures the default; or

iii. This Agreement shall terminate upon termination of the Contract.

- b. Removal and Restoration. Upon expiration or termination of this Agreement for any reason, WSFD shall remove its equipment, personal property, and any other leasehold improvements from the Premises within ninety (90) days of the date of expiration or termination and shall repair any damage to the Fire Station or Premises caused by such equipment, normal wear and tear excepted; all at WSFD's sole cost and expense, whether removed by WSFD or City. Any equipment or other improvements or property that is not removed by the end of such 90-day period shall, at City's option, become the property of the City. In the event WSFD leaves any personal property, equipment, or improvements on the Premises without City's written consent, WSFD shall reimburse City for the cost of removing and disposing of the same. Notwithstanding anything contained herein to the contrary, the terms and conditions of this subsection shall survive the termination or expiration of this Agreement.
- c. Notice of Termination. The Parties shall give Notice of termination in writing in the manner prescribed in Section 20.d. All rent and other amounts paid for under this Agreement prior to said termination date shall be retained by City; provided, however, if WSFD terminates this Agreement due to City default pursuant to Section 19.a.i. above, City shall reimburse WSFD for the pre-paid, un-earned rent actually paid by WSFD from the date of termination through the end of the then-current lease year. Upon such termination, this Agreement shall be of no further force and effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder.
- d. Limitation of City's Liability. In the event the City is in breach of this Agreement, City's liability for damages to WSFD shall be limited to the actual and direct costs incurred by WSFD as a result of the breach, including equipment removal, relocation or repair, but specifically excluding, among other things, any recovery for securing a replacement site, loss of business or profit, special, compensatory, consequential or related damages to WSFD. Neither Party shall be liable to the other for any interruption in the other Party's service or interference with business or operation of the other, except as may be caused by the willful misconduct of the other Party. Notwithstanding anything in this Agreement to the contrary, the Parties are not waiving their rights, if any, to equitable remedies such as, without limitation, injunctive relief, and specific performance.

17. Defense and Indemnification.

- a. WSFD shall defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, and agents from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the condition, maintenance, use or operation of the Premises, including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the Premises, or due directly or indirectly to this Agreement, or the condition, maintenance, use or operation of the Premises by WSFD, WSFD's employees, members, board, officers, agents, volunteers, clients and invitees. The indemnification provision of this Article shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
- b. WSFD knows, understands, and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. WSFD hereby irrevocably waives any and all claims against the City or any of its elected and appointed officials, officers, employees, and agents for any bodily injury (including death), loss or property damage incurred by WSFD as a result of using the Premises, except to the extent such claims arise out of the negligence or willful misconduct of City, and hereby irrevocably releases and discharges the City and any of its officials, employees, or agents from any and all claims of liability, except to the extent such claims arise out of the negligence or willful misconduct of City.
- c. WSFD represents and warrants that its use of the Property herein will not generate and WSFD will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of applicable law. WSFD further agrees to hold City harmless from and indemnify City against any release of any such hazardous substance and any damage, loss, or expense or liability to the extent resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof to the extent any release is caused by the acts of WSFD, its employees or agents. For purposes off this Section, the term "**hazardous substance**" shall be interpreted broadly to mean any substance or material defined or designated as hazardous to toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

- d. The provisions of this Section shall survive termination, expiration, or cancellation of this Agreement.

18. Insurance.

- a. Before taking possession of the Premises, WSFD shall secure and maintain insurance from an insurance company authorized to write casualty insurance in the State of Minnesota that will protect itself and City from claims for bodily injury, death or property damage which may arise from WSFD's use of the Premises under this Agreement. WSFD shall have filed a certificate of insurance with the City on or before the Commencement Date. Each certificate of insurance shall contain as additional named insureds the City and its elected and appointed officials, officers, employees, and agents as an additional named insured. Each certificate of insurance and policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days' written notice to the City of intention to cancel.
- b. Unless otherwise specifically waived in writing signed by the City, the required insurance shall not be less than the following:
 - i. Workmen's Compensation and Employer's Liability Insurance: Shall be secured and maintained as required by the State of Minnesota.
 - ii. Public Liability, Personal Injury, and Property Damage:
 - 1. Injury or death of one person - \$2,000,000
 - 2. Injury to more than one person in a single accident - \$2,000,000
 - 3. Property damage - \$2,000,000
 - iii. Automobile and Truck Public Liability, Personal Injury and Property Damage, including Owned and Non-Owned Vehicles:
 - 1. Injury or death of one person - \$2,000,000
 - 2. Injury to more than one person in a single accident - \$2,000,000
 - 3. Property damage - \$2,000,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above establishes minimum insurance requirements. In the event the above minimum requirements do not meet the City's maximum tort liability under Minn. Stat. § 466.04, then the City shall be promptly provided with a replacement certificate of insurance that meets or exceeds the City's maximum tort liability under Minn. Stat. § 466.04. Said insurance shall be maintained at all times during the Term.

- 19. Condemnation.** The City shall not seek title or possession of the Premises, or any portion thereof, by eminent domain during the term of this Agreement. In the event the whole of the Property is taken by eminent domain, this Agreement shall terminate as of the date title

to the Property vests in the condemning authority. In event a portion of the Property is taken by eminent domain so as to prevent WSFD's continued use of the Premises under this Agreement, WSFD shall have the right to terminate this Agreement as of said date of title transfer, by giving thirty (30) days' written Notice to City. In the event of any taking under the power of eminent domain, WSFD shall not be entitled to any portion of the award paid for the taking and the City shall receive full amount of such award. WSFD hereby expressly waives any right or claim to any portion thereof; all damages, whether awarded as compensation for diminution in value of the leasehold or to fee title of the Property, shall belong to City. WSFD shall have the right to claim and recover from the condemning authority any amounts recoverable by WSFD on account of any and all damage to WSFD's business and any costs or expenses incurred by WSFD in moving/removing its personal property or leasehold improvements. For purposes of this Article, a taking by eminent domain shall include the City's giving of a deed under threat of condemnation.

20. Miscellaneous.

- a. Title. City represents and warrants to WSFD as of the Effective Date, and covenants during the Term that City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. City further covenants during the Term that there are no liens, judgments, or impediments of title on the Property, or affecting City's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Fire Station by WSFD as set forth above. WSFD acknowledges that this is an agreement to operate, maintain and use the Premises only and that the WSFD does not in any way acquire title to the Premises under this Agreement.
- a. Entire Agreement. This Agreement sets forth the entire, final, and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.
- b. Assignment. WSFD shall not assign its interest in this Agreement and shall not sublet any portion of the Premises, or any right or privilege provided under the Lease or use of the Premises, or suffer any other person to occupy or use any portion of the Premises without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

- c. Amendments. Any amendments to this Agreement shall be effective only if in writing signed by an authorized representative of both Parties.
- d. Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and be deemed to have been given (a) by hand-delivery, (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (c) when received or rejected by the addressee if sent by United States Postal Service (receipt requested) (“**Notice**”). A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to be given to City:

City of Maple Plain
Attn: City Administrator
5050 Independence St.
Maple Plain, MN 55359

If to be given to WSFD:

West Suburban Fire District
Attn: Fire Chief
259 N Medina St
Loretto, MN 55357

With copy to:

Hoff Barry, P.A.
Attn: City Attorney
100 Prairie Center Drive, Suite 200
Eden Prairie, MN 55344

With a copy to:

Campbell Knutson, P.A.
860 Blue Gentian Rd
Suite 290
Eagan, MN 55121

- e. Severance and Authority. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

- f. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- g. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- h. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Agreement. This Agreement is intended solely for the benefit of City and WSFD and no third party shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith.
- i. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the WSFD agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the WSFD and involve transactions relating to this Agreement. The WSFD agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.
- j. Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota’s Government Data Practices Act, Minn. Stat. § 13.01 *et seq.*
- k. Governing Law. This Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Minnesota.
- l. Venue and Attorneys' Fees. Any court action to enforce the terms, conditions and rights herein shall be brought in Hennepin County District Court. The prevailing Party shall be entitled to recover reasonable costs and reasonable attorney’s fees incurred as a result of such action.
- m. Person; Gender; Number; Section Headings. As used in this Agreement, the word “person” means and includes, where appropriate, an individual, corporation,

partnership, or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

- n. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- o. Survival. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- p. Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement.
- q. Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, City and WSFD agree to exchange original signed counterparts in their possession.

[Remainder of page intentionally left blank; Signature pages and exhibits follow.]

EXHIBIT A
Legal Description of Property

EXHIBIT B
Depiction of Fire Station