

**AGREEMENT TO TERMINATE
JAMES MADISON BUILDING LEASE AGREEMENT**

This Lease Termination Agreement (“Agreement”) is entered into by and between INDEPENDENT SCHOOL DISTRICT #2909, Rock Ridge (“Lessor”), and NORTHLAND JOINT POWERS (“Lessee”), for the purpose of mutually terminating the lease agreement for the building known as the James Madison School, located in Virginia, Minnesota.

WHEREAS, Lessor and Lessee entered into that a Lease Agreement that became effective on July 1, 2025 (“Lease”), pursuant to which Lessor rented to Lessee that portion of the James Madison Elementary School as described in the Lease.

WHEREAS, the term of the Lease is scheduled to expire on October 31, 2026.

WHEREAS, it is the desire of the Lessor and Lessee to terminate the Lease, effective at the end of the business day on August 31, 2026, and to terminate any and all obligations that either party has to the other arising out of the Lease.

WHEREAS, the parties desire to set forth their mutual agreements concerning the early termination and surrender of the Lease and the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease is hereby terminated, effective August 31, 2026. The Lease and any and all payments and obligations shall continue through the effective date of the termination, including the required payment by Lessee of the prorated amount of rent between July 1, 2026, and August 31, 2026. The obligations for Lessee upon the surrender of the premises and any damages as outlined in the Lease will remain in place and enforceable. Lessor shall surrender all keys and/or access codes to the Premises on or before the Lease Termination Date and the Lessor shall have no responsibility for or right to access the Premises after that time.

2. After August 31, 2026, the Lessor and Lessee shall have no further obligations to each other under the Lease, or under any other written or oral agreement regarding the James Madison Elementary School.

3. The parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.

4. Each party is responsible for its own costs, expenses, and any attorneys’ fees associated with this Agreement.

5. In the event any party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.

6. This Agreement shall be governed by the laws of the State of Minnesota. The parties agree that Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

7. This Agreement constitutes the entire agreement between the parties relating to the termination of the Lease. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement will be valid unless they are in writing and signed by both parties. To the extent any terms in this Agreement conflict with terms in the Lease, the terms of this Agreement shall take precedence. A copy of this Mutual Termination has the same legal effect as the original.

8. The terms of this Agreement are contractual and not merely recitals and set forth and constitute the entire agreement reached between the parties.

IN WITNESS WHEREOF, the parties hereto have voluntarily caused this Agreement to be executed as of the date signed below. By signing below, each party acknowledges that it has read this Agreement and understands and intends to be legally bound by the terms and conditions of this Agreement.

LESSOR: INDEPENDENT SCHOOL DISTRICT #2909, ROCK RIDGE:

Date: _____
School Board Chair

Date: _____
School Board Clerk

LESSEE: NORTHLAND JOINT POWERS:

By: _____

Its: _____

Date: _____