



August 30, 2023

VIA E-MAIL

Bartonville Police Department
1941 E Jeter Rd.
Bartonville, TX 76226

RE: Installation of license plate reader cameras by Bartonville Police Department ("Agency") on certain retail premises owned by Kroger Texas L.P., an Ohio limited partnership ("Landlord") and commonly referred to as Lantana Town Center in Bartonville, Texas (the "Center")

To Whom It May Concern:

Landlord is in receipt of Agency's request to install license plate reader still cameras within the Center. Landlord agrees to grant Agency's request subject to the terms contained in this letter (the "**Letter Agreement**").

Landlord agrees that Agency may, at Agency's sole costs and expense, during the period between the date of this letter and December 31, 2023, at time(s) and date(s) to be mutually agreed upon by the Agency and Landlord, install up to six (6) cameras and poles (collectively, the "**Camera Equipment**") on within the Center for the sole purpose of assisting the Agency in the prevention of crime, in each case in locations consented to in advance by Landlord, such consent not to be unreasonably withheld. For the avoidance of doubt, Landlord shall be deemed to have exercised reasonable discretion in rejecting the proposed locations on which Agency requests to install any Camera Equipment is such installation would constitute a breach by Landlord under any agreement to which Landlord or any of Landlord's affiliates is a party, including, but not limited to, any lease agreements for space within, or recorded restrictions covering all or any part of, the Center. Prior to the installation of any Camera Equipment, Agency shall provide to Landlord written notice, along with plans and specifications for such Camera Equipment, including the proposed location within the Center for the installation of the Camera Equipment. Landlord assumes no obligation or liability for such Camera Equipment. Within thirty (30) days following the date on which the Agency provides such notice and accompanying materials, Landlord will either provide written notice to Agency approving the installation of the Camera Equipment in accordance with the Agency's notice or providing the reasonably specific basis for rejecting such requested installation. If Landlord rejects an Agency request to install Camera Equipment in accordance with the immediately preceding sentence, Agency and Landlord agree

to cooperate in good faith to mutually agree on the plans and specifications of, and locations within in the Center on which the Agency may install, the Camera Equipment. During the installation, and subsequent operation, repair, and removal, of the Camera Equipment, Agency shall not materially interfere with the business or operation of the Center by Landlord, any tenant of the Center, or any of their respective employees, agents, customers, or invitees. Agency, at its sole cost and expense, shall maintain the Camera Equipment. Agency and its agents, engineers, contractors, and other representatives shall have the right, at Agency's sole costs and expense and upon reasonable prior notice to Landlord, to enter upon the Center to perform the rights and obligations contained in this Letter Agreement.

The rights granted to Agency hereunder shall terminate upon the earlier of (i) ninety (90) days following prior written notice by either party hereto delivered to the other party in accordance with the terms hereof; or (ii) the date on which Agency ceases to use or monitor the Camera Equipment for the purposes permitted hereunder. Upon any such termination, Agency shall remove the Camera Equipment and repair all damage in connection therewith at its sole costs and expense. If Agency shall fail to do so within thirty (30) days after the effective date of any such termination, Landlord shall have the right (but not the obligation) to do so, and Agency shall pay all reasonable out-of-pocket costs incurred by Landlord in connection therewith. This paragraph shall survive the termination of this Letter Agreement.

To the extent permitted under applicable law, Agency shall defend, indemnify, and hold harmless Landlord, its parents and affiliates, and their respective officers, directors, partners, managers, employees, agents, licensees, contractors, attorneys, successors, and assigns (collectively, the "**Landlord Parties**") from and against any and all claims, demands, actions, liabilities, lawsuits, losses, costs, and expenses, and all governmental compliance regulations, zoning compliance and building code compliance requirements (including but not limited to reasonable attorney's fees) (collectively, the "**Claims**") to the extent arising out of, relating to, or resulting from the installation, operation, maintenance, repair, or removal of the Camera Equipment (or the failure to operate, maintain, repair, or remove the Cammera Equipment); provided, however, Agency shall have no duty to indemnify the Landlord Parties to the extent any such Claims arise out of, relate to, or result from the negligence or willful misconduct of any Landlord Party.

Agency shall not transfer, assign, or otherwise dispose of, either in whole or in part, its rights or obligations under this Letter Agreement without the prior written consent of Landlord, which may be given or withheld in Landlord's reasonable discretion. This Letter Agreement may not be amended or modified except by an instrument in writing signed by an authorized representative of each party. This Letter Agreement shall be governed by the laws of the state in which the Center is located.

All notices, approvals, consents, or other communications which may be given in connection with this Letter Agreement shall be in writing and shall be sent by overnight courier

(via a nationally recognized courier which provides evidence of receipt) and sent to the other party at its address(es) set forth below or to such other address as the party to receive the notice has designated by notice to the other party in accordance herewith:

To Landlord: Kroger Texas L.P.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Real Estate Dept. (035-00972)

With a copy to:

Kroger Texas L.P.
1014 Vine Street
Cincinnati, Ohio 45202
Attention: Law Department

To Agency: Bartonville Police Department
1941 E Jeter Rd.
Bartonville, TX 76226
Attention: Chief of Police

If the foregoing accurately reflects our agreement and the Agency agrees to be bound by the terms and conditions set forth herein, please execute this Letter Agreement in the space provided below and return it to me by email at your earliest convenience. Should you have questions or, require additional information, please contact Landlord at russell.cowart@kroger.com.

[Signature Page Follows]

Sincerely,
KROGER TEXAS L.P.
By: KRGP LLC



Rick J. Landrum
Vice President

AGREED AND ACCEPTED,
this ____ day of _____, 2023

AGENCY:
BARTONVILLE POLICE DEPARTMENT

By: _____
Name: _____
Its: _____

[Signature Page to Letter Agreement]