AGREEMENT AND GRANT OF LICENSE

THIS AGREEMENT AND GRANT OF LICENSE ("**Agreement**"), dated this _____ day of _____, 2022 (the "**Effective Date**"), is entered into by and between [PROPERTY OWNER] a Minnesota [ENTITY TYPE] (the "**Owner**"), and the City of Columbia Heights, a Minnesota municipal corporation (the "**City**").

RECITALS

WHEREAS, Owner is the owner of certain Property located at _____ in the City of Columbia Heights, Anoka County, Minnesota, and legally described in Exhibit A hereto (the "**Property**");

WHEREAS, the Columbia Heights Economic Development Authority (the "**EDA**"), in cooperation with the City and its police department, has instituted a Façade Improvement Grant Program (the "**Program**") for the purpose of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity;

WHEREAS, as part of the Program, the City has proposed to place surveillance cameras on the front façade of certain buildings whose owners have elected to participate in the Program, and in connection with the placement of such surveillance cameras, house electronic recording equipment on the interior of said buildings (the "**Surveillance**"); and

WHEREAS, Owner, or a tenant of the Property, desires to participate in the Program and desires to have the Property host Surveillance equipment for the improvement of public safety in and around the Property.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter contained, the parties agree as follows:

1. Grant of License: Subject to the terms of this Agreement, Owner hereby grants a license to the City for ten (10) years, commencing on _____, 2022, and expiring on _____, 2032 (the "**License Term**"), over the area of the façade of the Property described or depicted on Exhibit B hereto, together with space inside of the building located on the Property (the "**Building**") for the housing of electronic recording equipment, as described or depicted on Exhibit B hereto (collectively, the "**License Area**"), for the following purposes:

    a. The City shall have the exclusive right subject to the terms of this Agreement to install, operate, maintain, repair and replace, all as deemed necessary by the City, the Surveillance equipment in the License Area.

    b. Though the City shall have the exclusive right to use the License Area within the Building, the City shall give the Owner reasonable advance notice before it accesses the License Area inside of the Building. "Reasonable advance notice" for purposes of this paragraph shall take into account the facts and

circumstances giving rise to the City's needing to enter the Building to access the License Area.

c. The City, and its agents and employees, shall have rights of ingress and egress throughout such portions of the Property as are reasonably necessary to access the License Area for the purpose of accessing the Surveillance equipment, subject to the provisions of Section 1(b) above, regarding interior areas of the Building.

2. License Fee: In consideration of the foregoing, including the Recitals to this Agreement, which are incorporated herein as an integral part of this Agreement, the City shall pay to Owner a one-time license fee of Ten Dollars ($10.00) for the license granted hereunder.

3. Maintenance and Repair: Owner shall at all times during the term of this Agreement keep the Property in commercially reasonable condition and repair, subject to ordinary wear and tear, and not permit through its own acts or the acts of its agents, employees, or invitees, damage to the Surveillance equipment or the License Area. Owner shall promptly report to the City any instance of damage to the Surveillance equipment or the License Area, regardless of causation. Any damage to the Surveillance equipment or License Area caused by Owner, or its agents, employees, guests or invitees (collectively, the "**Owner Parties**"), shall be repaired at the cost and expense of Owner; provided any such repairs shall be first approved by the City, and at the City's election, done at the direction of the City.

4. Damage to Property: Any damage to the Surveillance equipment other than that caused by any of the Owner Parties shall be repaired or replaced, if at all, solely at the discretion of the City and at the cost and expense of the City, provided, in no event shall the City's failure or delay to so repair or replace the Surveillance equipment constitute a waiver by the City of its rights under this Agreement, and the City shall be permitted to continue or discontinue its use of the License Area for the uses granted hereunder at any time during the License Term.

5. Utilities, Taxes, Expenses and Special Assessments: Owner shall be solely responsible for all real estate taxes, special property assessments, and utility expenses for the Property. The City shall be permitted to connect its Surveillance equipment to an electrical power source at the Property, and such electrical power shall be provided at the Owner's expense, it being acknowledged that the Owner is benefiting from the improved public safety resulting from the Surveillance.

6. Termination of Agreement: This Agreement may not be terminated by the Owner prior to the expiration of the License Term. The City may terminate this Agreement for any reason or no reason, upon thirty (30) days written notice to the Owner. Upon the expiration of the License Term or earlier termination of this Agreement, the City shall remove all of the Surveillance equipment from the License Area, and shall make

all reasonable efforts to cause minimal damage to the Property and License Area in so removing the Surveillance equipment.

7. Liability for Improvements: The City shall in no event be liable to the Owner, nor to any of Owner's agents, employees, guests or invitees at the Property for, and the Owner shall indemnify, save, defend, and hold harmless the City from, any claims or causes of action, including attorney's fees incurred by the City, arising from any action of the City under this Agreement. This section shall survive the termination or expiration of this Agreement.

8. Written Notice: Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses, as set forth below, or at such other address as they may subsequently specify by written notice.

If to City:	If to Owner:
City of Columbia Heights Community Development Department 590 40th Avenue N.E. Columbia Heights, MN 55421	_____ Attn: _____ _____ _____

9. Covenant to Run with Land: This Agreement shall be binding in all respects upon the parties hereto, their respective successors and assigns, and the Property.

10. Captions; Choice of Law; Etc. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the License granted herein. There are no verbal agreements that change this Agreement. This Agreement binds and benefits the parties hereto and their successors and assigns. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

[*Signatures to Appear on Following Page*]

IN WITNESS WHEREOF, Owner and the City have signed this Agreement as of the day and year first above written.

OWNER: [_____]
a [_____]

By:_____
Name: _____
Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____, the _____ of _____, a Minnesota _____, who executed the foregoing instrument on behalf of said _____.

_____
Notary Public

IN WITNESS WHEREOF, Owner and the City have signed this Agreement as of the day and year first above written.

CITY:

CITY OF COLUMBIA HEIGHTS
a Minnesota municipal corporation

By: _____
Amáda Márquez Simula, Mayor

By: _____
Kelli Bourgeois, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Amáda Márquez Simula and by Kelli Bourgeois, respectively being the Mayor and City Manager of the City of Columbia Heights, a Minnesota municipal corporation, who executed the foregoing instrument on behalf of said municipal corporation.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

DEPICTION AND/OR DESCRIPTION OF THE LICENSE AREA