

ELECTRICITY ACCESS AND USE AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2022 (“Effective Date”), by and between the City of Cannon Falls, a Minnesota municipal corporation (the “City”), and R & R Investments of Cannon Falls, LLC, a Minnesota limited liability company (“R & R”). The City and R & R are each a “Party” and collectively the “Parties” to this Agreement.

RECITALS:

WHEREAS, R & R owns the property located at 101 4th Street S, Cannon Falls, MN 55009 and legally described on the attached Exhibit A (the “Property”);

WHEREAS, the City, through its Chamber of Commerce (the “Chamber”), requires a source of electricity to power a holiday display extending over Highway 19 near the Property;

WHEREAS, R & R has agreed to allow the City and Chamber to access and draw electricity from the Property to power the holiday display on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for the consideration set forth below, the parties to this Agreement hereby agree to the following:

1. **Incorporation.** The foregoing recitals are incorporated into this Agreement.
2. **Right of Entry and Waiver of Trespass.** R & R agrees that the City or its designee will be allowed to enter upon the Property for the purposes set forth in this Agreement.
3. **Use of R & R’s Electricity.** The City and Chamber may draw electricity from existing outlets on the Property to power the Chamber’s holiday display during the months of November, December and January.
4. **Term.** The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date and ending on January 31, 2028 (the “Initial Term”). This

Agreement shall automatically renew upon the expiration of the Initial Term and every five (5) years thereafter, unless terminated earlier pursuant to section 5.

5. **Termination**. Either Party may terminate this Agreement for any or no reason upon thirty (30) days prior written notice to the other Party.

6. **Indemnification**. R & R will defend, indemnify and hold the City and Chamber, including their respective officers, officials, employees, insurers, contractors, and agents, harmless from any and all claims, injuries, damages, losses or suits, including court costs and reasonable attorneys' fees, arising out of or related to this Agreement.

7. **Binding**. This Agreement shall be binding on the Parties, their heirs, successors, assigns, and subsequent owners or purchases of the Property.

8. **Entire Agreement**. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

9. **Controlling Law**. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

10. **Acknowledgement**. By their signature, each Party affirms and acknowledges that they have fully read, appreciate, and understand the words, terms, conditions, and provisions of this Agreement and are fully satisfied with the same. Each Party affirms and acknowledges that they had the opportunity to discuss this Agreement with an attorney of their choosing, if any, and that they understand that this is a full and final release of any claims contemplated herein.

11. **Counterparts**. This Agreement may be executed in counterparts each of which will be deemed to be an original, all of which together shall constitute one document

12. **Notices**. Any notice sent in accordance with the provisions of this Agreement shall be deemed to have been received on the date which is: (i) the date of proper posting, if sent by certified U.S. Mail, Express U.S. Mail or recognized overnight courier or (ii) the date on which sent, if sent by facsimile or electronic mail transmission, with confirmation and with the original to be sent by certified U.S. Mail or recognized overnight courier, addressed as follows:

If to the City:

City of Cannon Falls
Attn: Neil Jensen
918 River Road
Cannon Falls, MN 55009

If to R & R:

R & R Investments of Cannon Falls, Inc.
Attn: Jeffrey Reinhardt
6631 327th Str Way
Cannon Falls, MN 55009

Dated this _____ day of _____, 2022

R & R INVESTMENTS OF CANNON FALLS, INC.,
a Minnesota limited liability company

By: _____
Jeffrey Reinhardt

Its: _____
Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF GOODHUE)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the state of Minnesota, personally appeared Jeffrey Reinhardt, to me personally known, who being by me duly sworn did say that they are the Manager of R & R Investments of Cannon Falls, Inc., a Minnesota limited liability company, that the instrument to which this is attached was signed on behalf of said company by authority of its Board of Governors; and that the said Manager as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

Notary Public

Dated this _____ day of _____, 2022

CITY OF CANNON FALLS,
a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Clerk

STATE OF MINNESOTA)
COUNTY OF GOODHUE)ss.
CITY OF CANNON FALLS)

On this ____ day of _____, 2022, before me personally appeared John O. Althoff and Neil L. Jensen to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Administrator of the City of Cannon Falls, a Minnesota municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said John O. Althoff and Neil L. Jensen acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

This Instrument Drafted By:

Hoff Barry, P.A. (SMR)
100 Prairie Center Drive
Suite 200
Eden Prairie, MN 55344
(952) 941-9220

EXHIBIT A