

CITY OF EDEN PRAIRIE
ANTENNA LICENSE DEPOSIT AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 20 ____, by

("Applicant") for the benefit of the City of Eden Prairie, a Minnesota Municipal corporation ("City").

RECITALS

WHEREAS, Applicant has applied to City for a license for the installation of a communications antenna on City property described in Exhibit A attached hereto (the "Antenna License Application"); and

WHEREAS, in conjunction with City's review of the Antenna License Application, City may incur costs, including administrative, planning, engineering, and other consulting costs ("Review Costs"), and City requires a guaranty that such costs will be paid by Applicant; and

WHEREAS, Applicant acknowledges the receipt of a benefit from City's review of the Antenna License Application and from City's Review Costs;

NOW, THEREFORE, Applicant agrees as follows for the benefit of the City:

1. Deposit. Applicant has made the following deposits required for the Antenna License Application, consistent with the City's Fee Resolution and/or Fee Ordinance (all such deposits hereafter collectively referred to as the "Deposit Funds"): _____ dollars and ___/100 (\$_____.____).
2. Use of Deposit Funds. City may, at any time, draw upon the Deposit Funds to pay Review Costs for the Antenna License Application. City shall determine the Review Costs based upon the rates listed in the most current fee schedule adopted by the Eden Prairie City Council. The fee schedule is subject to change by the City Council, without notice to the Applicant.
3. Conditions of Deposit. The following conditions shall apply to the Deposit Funds:
 - a. Administrative hourly rates for processing applications shall be charged at a flat rate of \$100.00 per hour.

- b. Payment shall be made to City consultants, including but not limited to, engineering, legal and planning consultants, in the amounts actually billed, according to the customary consulting rates in effect at that time. Such consulting services or costs shall reasonably and necessarily relate to the subject matter of the Antenna License Application, as determined by City in its sole discretion.
 - c. Payment shall be made to cover costs relating to public hearing mailings.
 - d. City shall not be responsible for paying any interest on the Deposit Funds.
 - e. If in the discretion of City, there is deemed to be an inadequate balance in Applicant's deposit account to pay for all the Review Costs incurred or to be incurred by City, City will notify Applicant of the need for additional Deposit Funds. Applicant agrees to make such additional deposits within ten (10) days of mailing of such notice.
 - f. No Requested Approval will be acted upon or processed by any City personnel until all Deposit Funds due at the time of original submission, or which thereafter become due pursuant to subparagraph 3.e., have been paid in full.
4. Positive Balances in Account. In the event there is a positive balance in the deposit account and there is (a) completion of the development process, either in the form of final approval or final denial of the Antenna License Application, or (b) an application is withdrawn, in writing, by Applicant, then the balance shall be paid to Applicant within ninety (90) days of receipt by City of a written request by Applicant for payment.
5. Accounting. Upon request by Applicant, City will provide an accounting of all expenses charged against the account, but in no event more often than once every 30 days. An accounting will be provided when City notifies Applicant of a requirement for additional deposits and when the account is closed.
6. Application Fees. Applicant understands and agrees that the Review Costs and Deposit Funds are in addition to, and not in lieu of, City application fees.
7. Breach. In the event of breach of any terms of this Agreement by Applicant, City may, at its option, cease processing any Antenna License Application which has been submitted by Applicant to

cease any further development or work on any project to which the Antenna License Application relates. Applicant shall be responsible for all costs and expenses, including attorney's and expert's fees and costs, incurred by City to enforce this Agreement or to collect any monies due to City from Applicant pursuant to this Agreement.

8. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

9. Amendments. No amendment or change of any kind to this Agreement shall be valid unless made in writing and with the consent of the City.

10. Binding Agreement. Applicant recognizes and agrees that all terms and conditions of this Agreement shall be binding upon the heirs, successors, administrators, and assigns of Applicant.

11. Applicant understands that nothing contained herein or the undertaking by City of the review and investigation of Applicant's Antenna License Application constitutes approval by City of such Application.

12. Applicant further understands that in the event that an Antenna License Application is granted, the Antenna License Agreement between Applicant and City will be substantially in the form of Exhibit B attached hereto and the amount of the annual fee for the Antenna License will be determined.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed as of the day and year aforesaid.

APPLICANT
[Applicant Name]

By: _____

Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____, the _____ of
_____, a Minnesota _____.

Notary Public