

## NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement is made by and between \_\_\_\_\_  
 (“Licensor”), and Lake Havasu City, (Licensee, hereinafter “City”). Licensor is the owner of certain land (the “Land”) located within Mohave County, Arizona, described as:

Street Address \_\_\_\_\_  
 Lake Havasu City, Arizona

City and its contractors wish to obtain a license to pass over the Land for purposes installation of a backwater/sewer relief valve on the sewer lateral connecting said Land to City sewer, and when required removing and replacing landscaping or other improvements; provided, however, that no permanent structures on the property shall be removed.

Now, therefore, commencing on the date of execution and terminating twelve (12) months from date of execution, Licensor agrees to grant and does hereby grant to City and its contractors and their invitees the privilege of entry upon the Land.

In consideration of the above, City agrees as follows:

1. City’s obligation will be to install a sewer relief valve meeting the requirements of the Lake Havasu City Code or, if deemed reasonably necessary by the City’s Public Works Director, to install a backwater valve on the existing sewer lateral that connects the Land to City sewer;
2. That when installing either a sewer relief valve and/or backwater valve as provided hereinabove, City will conduct said installation in a reasonably careful manner, and in conformance with the standards and requirements of the Lake Havasu City Municipal Code. City further agrees that it will not commit any waste or unnecessary damage to the Land, or permit any nuisance upon the Land;
3. City will indemnify and hold Licensor harmless to the extent that any claims for losses, damages, or injuries to person or property are caused by the negligent errors or omissions of City or the negligent errors or omissions of City’s contractors in connection with the performance of the City’s obligations described herein, and that it shall keep in force throughout the term of this Agreement: (a) a Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per

occurrence and not less than \$2,000,000 in the annual aggregate covering bodily injury and property damage liability; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident; (c) insurance protecting against liability under Worker's Compensation Laws with limits as required by statute; (d) Public Officials' (E&O) Liability with limits of \$1,000,000.

4. This Agreement shall inure to the benefit of, and be binding on, the successors and assigns of the parties to this Agreement, but may not be assigned by City without the written consent of Licensor;
5. City agrees to abide by all laws and regulations established by governmental authority in connection with activities on the Land;
6. This license is revocable by Licensor by delivering 60 days written notice to City in care of Lake Havasu City Clerk, 2330 McCulloch Boulevard, Lake Havasu City, AZ 86403. In the event the License is revoked by the Licensor, City's duties and obligations under the terms of this Agreement shall immediately discontinue. Licensor shall, concurrent to the delivery of notice of revocation to City, assume all risk associated with the maintenance of their property including specifically, the sewer lateral line connecting Licensor's residence with the City's sanitary sewer system without installation of a sewer relief valve or, as appropriate, a backwater valve.
7. Licensor, by signing this Agreement, states that they are the owner of the Land or have been authorized in writing to act as agent for said Land owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Licensor

Lake Havasu City

\_\_\_\_\_  
*Owner*

\_\_\_\_\_  
Charlie Cassens, City Manager

\_\_\_\_\_  
*Owner*

Approved as to Form/PL/6-30-10