

LICENSE AGREEMENT
Parcels D and L of Tract 2183

THIS LICENSE AGREEMENT (this “**Agreement**”) is made effective as of _____, 2026 (“**Effective Date**”), by and between Lake Havasu City, an Arizona municipal corporation (the “**City**”) and the London Bridge Plaza, Inc, an Arizona nonprofit corporation (the “**Licensee**”).

RECITALS

- A. City is the owner of Parcels D and L of Tract 2183 as further described and shown on the attached Exhibit A (“**Parcels**”).
- B. Licensee desires a non-exclusive license as to the Parcels as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **License**. City grants the Licensee a non-exclusive license to maintain, repair, upgrade, and improve the Parcels for the purpose of erecting and maintaining public restroom buildings, erecting and maintaining trash/grease enclosures, and installing and maintaining landscaping and pedestrian walkways.

1.1 **Non-exclusive Rights**. Licensee’s rights under this Agreement are non-exclusive, and City may grant easements or other licenses relating to the Parcels.

1.2 **Plans Submittal and Permits**. Licensee must obtain the City’s written approval for any proposed improvements to the Parcels before the start of any construction, installation or repair work within any City property pursuant to the rights granted under this Agreement. Licensee or its designee shall submit plans and specifications, showing the proposed location of facilities to be installed, constructed or repaired, for City review and approval and shall pay all applicable review and inspection fees. These plans shall be prepared and submitted in accordance with the City requirements. Licensee shall obtain any required permits for such work and pay all applicable fees, including those required by the City and federal or state laws.

1.3 **Installation**. After City review and approval of any necessary plans and specifications, construction and installation shall be done at Licensee’s sole expense and shall be done in a first-class workmanlike manner consistent with City’s standards. During construction, the City will inspect all construction and other related items and Licensee shall reimburse the City its actual, reasonable and documented inspection costs. Any contractors working on City property shall hold all applicable licenses.

1.4 Safety. Licensee shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Licensee's failure to thoroughly familiarize itself with these safety provisions shall not relieve Licensee from compliance with these provisions.

1.5 Applicable Laws. All improvements shall be installed, operated and maintained in accordance with the Lake Havasu City Code, as the same now exist or may be amended or may be adopted. Licensee is responsible for obtaining all certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for its uses under this Agreement.

1.6 Damage to City Property. If Licensee damages or disturbs the surface or subsurface of any City property, Licensee shall promptly, at its own expense, and in a manner acceptable to the City, repair the damage or disturbance.

1.7 Relocation. If Licensee elects to relocate improvements it made within the Parcels and the City approves the relocation, due to relocation necessitated by the construction of public improvements by or on behalf of the City, the relocation will be at Licensee's sole cost. Within 120 days after service of notice by the City, Licensee shall relocate, if approved, or remove the designated portions of the improvements, and, if requested, restore the City property to the same condition as before the installation of the improvements.

1.8 Hazardous Materials. Licensee shall not, in violation of any applicable law, keep, store, sell or dispose of, on or about the Parcels or other City property, materials which are in any way explosive or hazardous.

1.9 Utilities and Taxes. All utilities utilized by Licensee in connection with this Agreement shall be separately metered solely in Licensee's name. Licensee shall be directly responsible for, and shall pay when due, all charges for utilities utilized by Licensee. Licensee shall pay when due any taxes imposed upon the City attributable to the real property improvements or personal property installed by Licensee on City property or to the use of such improvements and property.

1.10 Maintenance; Default. Licensee shall own, maintain, repair, and bear responsibility for keeping all improvements in good working order, condition, and repair, and shall maintain the Parcels in a clean and tidy condition, all at its own expense. If City deems that the Licensee is not performing its obligations under this subsection, it shall provide written notice to Licensee, and Licensee shall have 10 business days from the date of the notice to perform its obligations, except that Licensee shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency.

1.11 Construction Liens. Any worker, material or mechanic's lien filed against City property for work claimed to have been done for, or materials claimed to have been furnished to Licensee, shall be discharged by Licensee, by bond or otherwise, within 20 days after the filing thereof, at Licensee's sole cost and expense.

2. Term. This Agreement will commence on the Effective Date and shall automatically renew annually for one-year periods until terminated as set forth herein. Either party may cancel this Agreement upon a 30-day written notice to the other party. City reserves the right to cancel this Agreement immediately in the event Licensee's use is determined by the City to be an illegal use of public property.

3. Indemnification. The following provisions of this section shall survive the expiration or termination of this Agreement, but only for those claims arising out of activities or incidents which occurred while this Agreement was in effect:

3.1 Environmental Matters. Licensee shall be solely responsible for and shall defend, indemnify and hold City, and its City Councilmembers, officers, employees and agents, harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Licensed Areas or Parks caused by Licensee's introduction or use of Hazardous Materials (as defined below) in the Licensed Areas or the Parks. "**Hazardous Materials**" for purposes of this section shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be in the Parks, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Parks; (ii) regulated or monitored by any governmental authority or (iii) a basis for potential liability of City or Licensee under any applicable statute or common law theory. Notwithstanding the foregoing, janitorial supplies in reasonable quantities which are used in accordance with manufacturer's instructions and applicable laws shall not be deemed "Hazardous Materials."

3.2 General. In addition to Licensee's obligations under Section 6.1, as to the City, and its City Councilmembers, agents, officers and employees, Licensee hereby waives claims for, and agrees to indemnify, defend and hold each of them harmless from and against, any and all liability, loss, damage, cost or expense, including, without limitation, defense costs and reasonable attorneys' fees, and claims for damages of any nature whatsoever, including, without limitation, causes of action, suits, demands or judgments in connection with bodily injury, death, personal injury, property damage or contractual liability to the extent arising from or due to (i) any breach or default on the part of the Licensee in the performance of any covenant or agreement hereunder; (ii) any accident, injury to or death of any person, or damage to or loss of property, or any other thing occurring in, on or about the Parcels or upon adjoining sidewalks, streets or ways, for which the legal cause is the installation of Licensee's improvements, or the use and occupancy of the Parcels by Licensee; (iii) any act or omission of Licensee or its officers, directors, partners, employees, agents, contractors, invitees or any person for whose conduct Licensee is legally responsible directly or indirectly; and (iv) any violation by Licensee of any laws affecting the Parcels or any part thereof or the occupancy or use thereof; provided, however, Licensee shall not

be liable to City for such claims or damages as may be due to or caused by the negligence or willful misconduct of City, or its City Councilmembers, officers, employees or agents.

4. Insurance.

4.1 Licensee's Liability Insurance. Licensee shall provide and maintain in full force while this Agreement is in effect, commercial general liability insurance in an amount of at least \$1,000,000 per occurrence and excess liability (or "umbrella") insurance of at least \$5,000,000, in each case with a company given an A.M. Best Rating of A-VII and authorized to do business in Arizona. All required insurance shall provide that insurers will endeavor to provide that City is to be given at least 30 days' advance written notice of any cancellation, material adverse modification or termination of coverage; shall provide that such insurance shall not be reduced or eliminated because of any acts of Licensee or its officers, directors, partners, agents or employees; shall include City as an additional insured; and shall provide that such coverage shall be primary and not contributing with respect to any insurance maintained by City except in the case of City's negligence or willful misconduct. Licensee shall include all subcontractors and/or insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein for the Licensee. Any rights of City under such insurance shall not limit any rights City may have against Licensee under this Agreement. Licensee shall provide City with certificates of insurance promptly upon request.

4.2 Personal Property Insurance. City assumes no responsibility for the equipment and other personal property or Licensee.

4.3 Release of Claims. City and Licensee hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the Parcels, or covered by insurance in connection with personal property on, or activities conducted on, the Parcels, regardless of the cause or the damage or loss; provided, however, that such release and discharge applies only to the extent that the injured party is fully compensated for its losses, claims and damages from the proceeds of such insurance.

5. Assignment. Licensee may not assign or encumber this Agreement or any interest herein, without obtaining the prior written consent of City. Except as provided in this Agreement, any assignment, sublicense, or other transfer without the written approval of the City shall be null and void. Notwithstanding the foregoing, Licensee may assign its entire interest under this Agreement to a corporation, partnership, or other legal entity controlling, controlled by, or under common control of Licensee, or to any successor to Licensee by purchase, merger, consolidation, or reorganization with the consent of the City.

6. Termination; Cancellation. Upon any expiration or any earlier termination of this Agreement, Licensee agrees to surrender the Parcels in a clean and tidy condition and remove all improvements as requested by the City, reasonable wear and tear excepted, in accordance with this Agreement.

6.1 Breach. City may terminate this Agreement upon any material breach by Licensee that remains uncured for 30 days after Licensee's receipt of written notice from City,

unless (i) the nature or extent of Licensee's obligation is such that more than 30 days are reasonably required to complete the cure, and (ii) Licensee commences and diligently pursues the cure of such breach within the 30-day period and continues diligently until such cure is completed, but in no event to exceed a total cure period of 90 days from the notice of default.

6.2 Conflict of Interest. Licensee acknowledges that City has the statutory right for three years under A.R.S. § 38-511 to cancel this Agreement if, while this Agreement is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of City is (i) an employee or agent of Licensee in any capacity or (ii) a consultant to Licensee with respect to the subject matter of this Agreement.

6.3 Licensee Equipment on Termination. Upon the expiration or termination of this Agreement, for breach or otherwise, unless indicated otherwise by the City or Licensee wishes to remove the improvements, improvements shall become owned by City free and clear, surrendered with the Parcels, and Licensee shall provide City with a recordable quitclaim deed releasing and terminating all of Licensee's rights and interests upon request by the City.

7. Notices. Any notice required or permitted under the terms of this Agreement or otherwise shall be deemed sufficiently given or served if in writing three days after being deposited for mailing by United States certified mail, return receipt requested, postage prepaid, or the next business day if sent by a nationally recognized overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

CITY: Lake Havasu City, Arizona
Attn: City Manager
2330 N. McCulloch Blvd.
Lake Havasu City, Arizona, 86403
Telephone: 928-453-4141

With a required copy to: Lake Havasu City, Arizona
Attn: City Attorney
2330 N. McCulloch Blvd.
Lake Havasu City, Arizona, 86403
Telephone: 928-453-4144
Email: civil@lhcaz.gov

LICENSEE: London Bridge Plaza, Inc.

The telephone numbers and email addresses listed above are for purposes of providing the same to overnight delivery services and are not to be otherwise used for notice purposes.

8. Attorneys' Fees. If either party institutes suit to enforce any rights hereunder, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees, which award of attorneys' fees shall be made by the court and not by the jury or trier of fact. Upon appeal, the prevailing party shall be entitled to recovery of its court costs and reasonable attorneys' fees incurred as a result of such appeal.

9. Covenants of City. City hereby represents and covenants to Licensee that City is seized of good and sufficient title and interest in the property upon which the Parcels are located and has full authority to enter into and execute this Agreement.

10. Covenants of Licensee. Licensee hereby represents and covenants to City as follows:

10.1 Good Standing. Licensee is in full compliance with its organizational documents, qualified to do business in Arizona and in good standing under Arizona law.

10.2 Authorization. The execution, delivery and performance of this Agreement has been duly authorized by Licensee.

10.3 Compliance with Law. Licensee will conduct its business in full compliance with all applicable laws, regulations and ordinances, and shall permit all requested inspections by appropriate governmental authorities. Licensee and its employees and agents will at all times have all insurance, licenses and permits legally required for the conduct of its business.

11. Governing Law. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by Arizona law. Any litigation relating to this Agreement shall be conducted in Mohave County, Arizona, and Licensee hereby waives all questions of personal jurisdiction and consents to jurisdiction and venue in Mohave County, Arizona for this purpose.

12. Miscellaneous.

12.1 Approval. Any approvals from City required or permitted under the terms of this Agreement must be in writing and signed on behalf of City by an authorized representative.

12.2 Relationship of Parties. The relationship of the parties hereto is solely that of City/Licensee of an interest in license agreement, and it is expressly understood and agreed that City does not in any way nor for any purpose become a partner of Licensee or a joint venturer with Licensee in the conduct of Licensee's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between City and Licensee.

12.3 Entire Agreement. This Agreement contains all of the agreements, promises and understandings between the parties with respect to the subjects hereof, and supersedes all prior negotiations and agreements.

12.4 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties, which amendment is subject to City Council approval. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute the waiver of any other or subsequent breach.

12.5 Headings. Section headings are for convenience and shall not affect interpretation.

12.6 Number and Gender. The terms of this Agreement shall apply to whatever number or gender is appropriate.

12.7 Severability. If any provision of this Agreement is declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

12.8 Successors. This Agreement shall extend to and bind the permitted successors and assigns of the parties hereto.

12.9 E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Licensee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Licensee's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

12.10 Boycott of Israel. To the extent applicable under A.R.S. § 35-393 through § 35-393.03, the Licensee hereby certifies that it is not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

12.11 Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Licensee warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Licensee becomes aware that it is not in compliance with this section, the Licensee shall notify the City of the noncompliance within five business days of becoming aware of it. If the Licensee fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

12.12 Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY:

LAKE HAVASU CITY, an Arizona
municipal corporation

Cal Sheehy, Mayor

ATTEST:

Kelly Williams, City Clerk

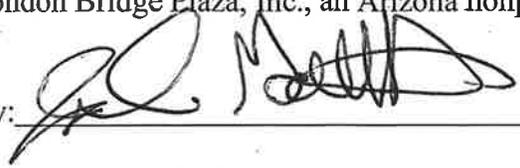
APPROVED AS TO FORM:

Kelly Garry, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LICENSEE:

London Bridge Plaza, Inc., an Arizona nonprofit corporation

By: 

Name: John Galbraith

Title: President

EXHIBIT A
Parcels

Exhibit A

