

LICENSE AGREEMENT
FOR THE USE, IMPROVEMENT AND MAINTENANCE OF PUBLICLY OWNED
PARCELS D, L and J, TRACT 2183

This Agreement, made and entered into this 19 day of AUG, 1998, by and between LAKE HAVASU CITY (hereinafter "CITY") and the LONDON BRIDGE SHOPPING CENTER ASSOCIATION, INC. (hereinafter "ASSOCIATION"), witnesseth as follows:

WHEREAS, ASSOCIATION desires a non-exclusive license agreement with CITY to use, improve and maintain three parcels within the existing London Bridge Shopping Center owned by CITY and more particularly described as Parcels D, L and J of Tract 2183; and

WHEREAS, CITY desires to grant to ASSOCIATION a non-exclusive license agreement specifically for the purposes set forth herein below.

NOW, THEREFORE, LET ALL MEN BY THESE PRESENTS KNOW that the parties hereto, in consideration of the mutual covenants, agreements, promises and obligations set forth herein below, agree as follows:

I

CITY does hereby grant to ASSOCIATION a license to use the above-described premises for the purpose of erecting and maintaining public restroom buildings and installing and maintaining landscaping and pedestrian walkways.

II

All costs and fees associated with the design, construction and inspection of improvements on the subject properties shall be borne by ASSOCIATION.

III

ASSOCIATION agrees to obtain any and all permits needed from any state or federal agency prior to construction of any improvements.

IV

ASSOCIATION hereby agrees to indemnify City for any and all claims, complaints, judgements or damages, including hazardous or toxic waste or other environmental issues for injury or property damage which may arise out of the construction and use of the property by ASSOCIATION, its agents, employees, guests, invitees, licensees, and tenants, and agrees to defend CITY against all such claims, including attorney's fees, except for those damages arising out of CITY negligence

V

Maintenance of all buildings, lighting, landscaping and general upkeep of all improvements shall be the responsibility of ASSOCIATION.

VI

At all times this Agreement remains in force, ASSOCIATION shall keep in force and effect a policy or policies of liability insurance with a face value for bodily injury and property damage coverage combined of not less than ONE MILLION DOLLARS (\$1,000,000.00). A Certificate of Insurance evincing such coverage naming CITY as an additional insured shall, at all times when this license is in effect, be on file in the Office of the City Clerk.

VII

This license shall commence on the date first above written, and shall continue in effect for a period of one (1) year thereafter. This license shall be automatically renewed each year for a one (1) year period thereafter unless cancelled upon a 30-day written notice to the other party by one of the other parties hereto.

VIII

In the event of breach by either party of any of the terms and conditions set forth hereinabove, the non-breaching party shall have the right to cancel this Agreement upon twenty-four (24) hours notice to the breaching party.

IX

CITY reserves the right to cancel this agreement with ten (10) days written notice in the event the use is determined by statute or court decree to be an illegal use of city property or in the event it becomes necessary for CITY to redevelop the property to the benefit of its citizens.

X

IN WITNESS WHEREOF, the parties have set forth their hands on the day and date first above written.

LAKE HAVASU CITY

By Bruce Williams
Bruce Williams, City Manager

LONDON BRIDGE SHOPPING CENTER
ASSOCIATION, INC.

Paul Kellogg
Paul Kellogg, President

APPROVED AS TO FORM:

By Maureen R. George / MS
Maureen George, City Attorney