

CHARGING STATION SITE LICENSE AGREEMENT

This Charging Station Site License Agreement (this “Agreement”) is effective as _____, 2026 (“Effective Date”), by and between Lake Havasu City, a municipal corporation (“City”), and Level3 Havasu LLC (“Lessee”). Lessee and City are each referred to herein as a “Party” and collectively as the “Parties.” The Parties agree as follows

RECITALS

- A. City owns certain real property consisting of a parking lot located adjacent to Marlboro Drive, Lake Havasu City, AZ 86403, and legally described in the attached Exhibit “A” (“Property”).
- B. Lessee wishes to install electric vehicle charging stations on a portion of the Property.
- C. City and Lessee desire to enter into this Agreement to provide the terms and conditions pursuant to which City leases a portion of the Property to Lessee.

AGREEMENT

1. Premises

City leases to Lessee a portion of the Property consisting of approximately 1800 square feet, in order for Lessee to build, operate, and maintain electric vehicle charging stations (singularly, “Charing Station” or collectively “Charing Stations”), along with landscaped or improved space for equipment, as depicted on Exhibit “B,” together with ingress and egress to the Premises across the Property (“Premises”).

2. Installation and Construction

A. Installation. Lessee at its sole cost and expense shall construct the Charging Stations. Lessee, at any time and for any reason during this Agreement, elect to upgrade, revise, alter, or remove any Charging Station installed on the Premises.

B. Construction. Lessee is solely responsible for supervising the construction and installation of the Charging Stations, which may include but not be limited to hiring and coordinating all vendors and contractors; installing electrical equipment, utility lines, hardware, and software; site preparation; trenching; repaving and landscaping. City will allow Lessee and Lessee’s agents to stage equipment in reasonable proximity to the Premises to facilitate Lessee’s construction at the Property; provided such staging shall not unreasonably

interfere with the City's use of the Property. After obtaining written permission from City, Lessee shall be permitted to reconfigure the existing parking spaces to accommodate the Charging Stations. For the avoidance of doubt, reconfiguring of parking spaces shall include, among other things, the right to reduce the number of striped parking spaces, if necessary, to promote the efficient and legal use of the Charging Stations. Any area disturbed as a result of construction activities shall be restored by the Lessee, at the Lessee's expense, to the condition existing prior to construction.

C. Permits. Lessee will, at its sole cost and expense, obtain from City and all other applicable governmental authorities all licenses, permits, or other approvals required to install the Charging Stations. Lessee shall comply with all permits issued for the planning, permitting, and construction of the Charging Stations.

D. Ownership by Lessee. Charging Station equipment shall remain the sole property of the Lessee at all times, and Lessee shall have the right to remove all or a portion of any Charging Station at any time during the term of this Agreement, whether or not the Charging Station is considered a fixture and attached to the Premises under applicable laws. If at any time Lessee removes all Charging Stations from the Premises for a period longer than one (1) month this Agreement will automatically terminate and Lessee will no longer have the ability to use the Premises. Lessee needs to maintain no less than two (2) working Charging Stations on the Premises. If a Charging Station becomes inoperable Lessee will have one (1) month to fix the inoperable Charging Station.

E. Lighting. Lessee agrees that any lighting installed will receive prior written approval from City and comply with all applicable City's codes.

F. Right to Tow. Lessee retains the right to remove any vehicle from the Premises at any time and for any reason at Lessee's sole cost, in accordance with applicable law.

3. Operation and Maintenance

Except as otherwise provided in this Agreement, Lessee will, at its sole cost and expense make all necessary maintenance, repairs, and replacements to the Charging Stations.

4. Access

Lessee and Lessee's customers shall have free, unrestricted access to the Premises twenty-four (24) hours per day, seven (7) days per week, and 365 days per year. Lessee and its employees and vendors may, at any time during the Agreement,

access the Premises to maintain, inspect, repair or replace any portion of the Charging Station pursuant to its obligations under this Agreement.

5. Signage

Lessee may paint, place, erect, or construct signage, marks, or advertising devices in, on, or about the Premises as shown on Exhibit B. Any material revisions or additions to the Signage shall be subject to City approval, which shall not be unreasonably withheld, conditioned, or delayed. Lessee shall be responsible at its own cost and expense to obtain all permits necessary for the installation of its signs. All signage shall be in accordance with all laws, rules and ordinances. All signage shall be professionally prepared, installed and maintained at Lessee's expense.

6. Utility Availability

Lessee shall supply all electricity to the Charging Stations. Lessee may charge its end users for electrical usage. City agrees to cooperate with Lessee to obtain any other utilities necessary to operate the Charging Station, including by granting appropriate easements to local utility providers; provided, however, that City is not required to pay money to satisfy the requirements of the utility provider or Lessee associated with the provision of such utilities. Neither City nor Lessee has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located at the Premises, unless the cause of the interruption is covered by such Party's indemnity provided for below.

7. Term

This Agreement shall commence on the Effective Date and continue for five years unless sooner terminated as set forth herein. The Agreement may be renewed for two additional terms of five years upon written amendment.

4. Termination

A. Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other Party without consequence to either Party unless otherwise stated in this Agreement. Lessee, upon written notice of termination of this Agreement by either party, shall vacate the Premises within one hundred and eighty (180) days upon receipt of the written notice. The Parties may also mutually agree to terminate this Agreement at any time. Upon termination of this Agreement and the vacating of the Premises by Lessee, Lessee shall deliver possession of the Premises to City in the condition which is

contractually required under the terms and conditions of this Agreement including, but not limited by enumeration to, all intended improvements and maintenance required to be performed by Lessee during the term of this Agreement.

B. If all required permits, approvals and utility service commitments have not been obtained within one hundred eighty (180) days after the Effective Date despite Lessee's commercially reasonable efforts, Lessee may terminate this Agreement upon written notice, without penalty.

5. Default

In the event of any breach of this Agreement by Lessee, City shall notify the Lessee in writing of such breach, and Lessee shall have thirty (30) days in which to cure any such breach. If Lessee fails to cure such breach of default within such time limit, then City, in addition to other rights or remedies of City, shall have the immediate right of re-entry, may remove all persons and property from the Premises, and may declare the Agreement terminated immediately.

6. Exclusive Use

The Parties agree that the Lessee shall have exclusive right to use the Premises, except City reserves the right to use the Premises for public ingress/egress, drainage and utility purposes and except for rights granted to City and other utilities pursuant to any easements or plats.

7. Rent

A. Lessee shall pay rent to City on the first day of each calendar month in the amount of \$400.

B. Rent shall be paid to "Lake Havasu City, Arizona" payable at 2330 McCulloch Blvd. N., Lake Havasu City, Arizona 86406 and should be delivered to the attention of the Administrative Services Department, Accounts Receivable.

C. Lessee shall be solely responsible for, and shall pay the cost of, constructing or installing utility hookups from existing utility installations to the Premises and Lessee shall be responsible for, and shall pay the cost of, all utility services consumed on the Premises and the continued maintenance of any landscaping.

D. Lessee agrees to pay all applicable taxes of every nature levied or assessed against either the interest of City or Lessee on the Premises during the term hereof, and on all property of Lessee placed upon the Premises.

8. Notification

Lessee shall notify City immediately of any spill or leak of hazardous substance including but not limited to substances used to run, maintain or clean vehicles or equipment and shall be responsible for clean-up and notification to regulatory agencies regarding any such spill.

9. Improvements

Lessee shall not construct any permanent improvements to the Premises without the prior written consent of City and at the end of this Agreement the title to any improvements automatically vests in City. If requested by City, any improvements installed by Lessee not wanted by City shall be removed by Lessee upon evacuation of the Premises. Lessee agrees to keep the Premises free and clear of any liens for services, construction, or otherwise. Upon termination, unless other indicated by City, Lessee shall remove above-grade equipment and restore the site; below-grade conduit, wiring and foundations shall remain in place and become the property of the City.

10. Inspection

City shall inspect the Premises after evacuation of Lessee to ensure that the Premises has been returned to as good as, or better, condition than existing at the time of execution of this Agreement.

10. Indemnification

A. City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Premises, unless such claim was caused by City's sole negligence or willful misconduct.

B. To the greatest extent allowable by law, Lessee shall indemnify, defend, save and hold harmless City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Premises. It is the specific intention of the Parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Lessee from and against

any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

C. To the greatest extent allowable by law, Lessee shall indemnify, defend, and hold the City harmless from and against any and all losses, costs, liabilities, damages, or obligations (including without limitation any environmental remediation or corrective action obligations) arising from any Environmental Contamination caused by Lessee's installation, operation, and maintenance of the Infrastructure or Charging Stations.

10. Insurance

A. Lessee shall provide to City a copy of the General Liability and Vehicle Insurance certificates. City must be listed as an additional insured, with no other conditions or restrictions, on the insurance certificates. The standard General Liability and Vehicle Insurance shall be for a minimum amount of \$1,000,000. Lessee shall provide proof of renewal of insurance no less than fifteen (15) calendar days prior to expiration date. Lessee shall provide property insurance against "all risks" at least as broad as the current ISO Special Form policy, including earthquake and flood, for loss to any improvements or betterments (constructed by or on behalf of Lessee) and Lessee's business personal property on a full insurable replacement cost basis with no coinsurance clause.

B. Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement. Lessee's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee deems necessary.

i. Environmental Contamination mean any and all actual or threatened releases, discharges, spills, or the presence of Hazardous Substances within the Premises.

ii. Hazardous Substances means any liquid, solid, or gaseous substance or material (including petroleum and petroleum products) that is designated,

classified or regulated as, either, a solid or hazardous waste, a hazardous substance or material, a contaminant, or a pollutant under any Environmental Law, or which becomes so designated, classified, or regulated.

D. Minimum Scope and Limits of Insurance: Lessee shall provide coverage with limits of liability not less than those stated below:

i. Commercial General Liability - Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Blanket Contractual Liability - Written and Oral	\$1,000,000
Fire Damage (Any one fire)	\$500,000

(a) The policy shall be endorsed to include the following additional insured language: "Lake Havasu City, Arizona, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Lessee."

(b) Policy shall contain a waiver of subrogation against the City, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from the service provided by or on behalf of the Lessee.

E. Lessee shall furnish to City certificates of insurance as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates shall be mailed directly to City [Lake Havasu City, Attention City Attorney/Contracts, 2330 McCulloch Blvd. North, Lake Havasu City, 86403]. If requested, complete copies of insurance policies shall be provided to City. All certificates and endorsements are to be received and approved by the City within ten (10) business days of the effective date of this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to

provide timely evidence of renewal will be considered a material breach of the Agreement.

F. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) working days written notice from the insurer to City. Such notice shall be mailed directly to City [Lake Havasu City, Attention City Attorney/Contracts, 2330 McCulloch Blvd. North, Lake Havasu City, 86403] and shall be sent by certified mail, return receipt requested.

G. Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Lessee from potential insurer insolvency.

11. Assignment

Lessee may not assign its rights in this Agreement without the written consent of City; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

12. Notice

Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each Party at its address below:

To City:	Lake Havasu City Attn: Office of the City Attorney 2330 McCulloch Blvd. N. Lake Havasu City, AZ 86403
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To Lessee:	Level3 Havasu LLC 1902 Coral Place New Port Beach, CA 92663
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The Parties may change their designees by providing written notice to the addressees above.

17. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of

the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

18. Integration

This Agreement and any attachments referenced herein represent the entire Agreement between the parties hereto and supersede any and all prior negotiations or representations, either written or oral. Amendments or modifications to the Agreement shall be in writing, signed by both Parties

19. Governing Law

The laws of the State of Arizona shall be applied in interpreting and construing this Agreement.

20. Waiver of Performance

No failure by City or Lessee to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof and no submission by Lessee or acceptance by City of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall constitute in full force and effect, nor the respective rights of Lessee or City with respect to any other then existing or subsequent breach.

21. No Partnership; No Third Party Rights

Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between City and Lessee. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party

22. Conflict of Interest

This Agreement may be cancelled in accordance with A.R.S. § 38-511.

23. Section Headings

The section headings contained in this Agreement are for purposes of convenience and reference only and shall not limit, describe or define the meaning, scope or intent of any of the terms or provisions hereof. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, plural as the Agreement may require.

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

CITY - LAKE HAVASU CITY

Cal Sheehy, Mayor

APPROVED AS TO FORM:

ATTEST:

Kelly Garry, City Attorney

Kelly Williams, City Clerk

LESSEE – LEVEL3 HAVASU LLC

Chase Wells, Member

STATE OF ARIZONA)

)ss.

COUNTY OF MOHAVE)

Acknowledged before me this ____ day of _____, 2026, by
_____.

Notary Public

Exhibit “A”

Property

Mesquite Avenue Realignment Street Dedication & Lot Reconfiguration as dedicated on the plat of Tract 2363, Lake Havasu City, recorded on August 8, 2002, in Official Records of Mohave County, Arizona, lying within the NW $\frac{1}{4}$ of Section 15, and the SW $\frac{1}{4}$ of Section 10, T.13N, R.20W., G&SRM, Mohave County, Arizona.

Exhibit “B”

Premises
[*attached*]