Agreement Conditions for Public Encroachments

1) The Owner is hereby given permission to encroach onto the public right-of-way or into the public easement described above solely for the purpose also identified hereinabove;

2) The OWNER shall pay the amount of $______ plus all recording fees.

3) This Agreement shall be for a term of 10 years but is revocable at the will and convenience of the City at any time;

4) The Owner is responsible for any and all expenditure of labor or materials required in the installation, erection, repair, maintenance, or location of the above-referenced encroachment;

5) The Owner is responsible for any and all labor or expense which results from any and all future maintenance, repair, removal or dismantling of said encroachment required by the City in its sole discretion;

6) The Owner is to be fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the Owner, its agents, employees, contractors or subcontractors, or any cause of action arising out of the installation, maintenance, or location of said encroachment. The Owner agrees to defend, indemnify and hold the City, its officers, and employees harmless from any and all liability arising out of such negligence, omission, defect, or other cause of action; that it will defend the City, its officers, and employees and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the City, its officers, employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action arising out of the planting, installation, maintenance, or location of said encroachment;

7) The Owner agrees to abide by all applicable statutes and ordinances;

8) This Agreement shall not divest the City of any rights or interest in said right-of-way;

9) The Owner shall obtain all permits from the City departments as required;

10) This Agreement shall be binding upon and ensure to the benefit of all the parties hereto, their heirs, personal representatives, grantees, successors, and assigns;

11) All matters relating to this Agreement shall be governed by the laws of the State of Iowa, without regard to its choice of law provisions, and venue for any action related to the Agreement shall be the Linn County District Court in Cedar Rapids, Iowa;