

**LIMITED LICENSE, PAYMENT AND
INDEMNIFICATION AGREEMENT**

Agreement made this _____ day of _____, 2021, by and between the Village of Somers, the Village of Somers Sanitary Utility, its officers, agents and representatives, maintaining offices at 7511 12th Street, P.O. Box 197, Somers, Wisconsin 53171, herein collectively referred to as "Village" and _____, the owner of certain real property located at _____ in the Village of Somers, Wisconsin, hereafter referred to as "Owner".

In consideration of the limited license issued by the Owner to the Village and the Village's agents, consultants and representatives, and in consideration of the construction of a sanitary sewer lateral relining and possible monitoring structure on the property owned by the Owner, as well as other good and valuable consideration, the receipt of which is acknowledged, it is hereby agreed as follows:

1. **Liability, Loss or Damage.** Village undertakes to indemnify Owner from any and all liability, loss or damage Owner may suffer as a result of claims, demands, costs or judgments arising against the Owner from the construction, installation, use, monitoring or repair of a certain underground sanitary sewer lateral installations located within the parcel owned by Owner at the above address.

2. **Scope of Indemnification.** This indemnification shall indemnify the Owner from any and all claims, demands, costs or judgments arising from third parties or from employees, agents, consultants or subcontractors of Village.

3. **Limited License.** The Owner under this Agreement shall allow the Village, its officers, agents, representatives, consultants or subcontractors to enter upon the property owned by the Owner, at the above location, relining the sanitary sewer lateral and place monitoring manholes or other appurtenances on the property provided Village restores the property to the condition it was in prior to the commencement of such activities.

4. **Agreement to Pay \$1,000.** The Owner, by execution of this Agreement, agrees to accept the offer of the Village to subsidize all but One Thousand (\$1,000.00) Dollars of the cost for relining the Owner's sanitary sewer lateral and further agrees to pay to the Village this amount not later than one hundred eighty (180) days following billing for the same by the Village. The Village agrees not to bill this amount until the work on the Owner's property for the sanitary sewer lateral relining has been completed. In the event that the Owner fails to make payment to the Village as agreed upon in this paragraph, then the Owner understands that the amount of the outstanding balance of One Thousand (\$1,000.00) Dollars (or less if partially paid) shall be imposed as a special charge on the tax bill for the real property which is benefitted. In the event that there is any outstanding balance due which remains unpaid, Owner understands that in the event that the Owner should transfer ownership of the property to a third party or an entity owned or controlled by the Owner, that it is the responsibility of the Owner to advise such transferee of the existence of the outstanding balance of the payments agreed to herein.

5. **Requirement of Notice to Village for Claims.** The Owner agrees to notify the Village in writing, within thirty (30) days, by registered mail, at the Village address as stated in this Agreement, of any claim made against the Village on the allegations indemnified herein against.

6. **Severability.** It is further understood and agreed by the parties that if any of the provisions hereof should contravene, or be invalid under, the laws of the State of Wisconsin, such contravention or invalidity shall not invalidate this Agreement but each shall be construed as if not containing the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be construed and enforced accordingly. All such rights and obligations shall be enforced under the laws of the State of Wisconsin.

7. **Binding Effect.** This Agreement shall be binding upon the Owner and the Village, its heirs, administrators, legal representatives, successors and assigns and shall inure to the benefit of and be available to the Owner, any spouse, heir, administrator, personal representative and assign. Each of the parties to this Agreement may rely upon the execution of this Agreement by the undersigned designated representative without inquiring further as to the authority of such representative to bind its principal.

Dated the date and year first above written.

VILLAGE OF SOMERS

By: _____
Jason Peters, Village Administrator

OWNER

By: _____
Printed Name: _____

By: _____
Printed Name: _____