

WHEN RECORDED MAIL TO:

CITY CLERK
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

RIGHT OF WAY LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable considerations, the City of Peoria, an Arizona municipal corporation, Licensors, hereby grants to Sonoran Mountain Ranch Homeowner's Association, Licensee, a Right-of-Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") for the installation and maintenance of two radar feedback signs situated in the City of Peoria, State of Arizona, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

This License is subject to the existing and future uses of the Licensed Property by the Licensors, and all agreements existing and to be made between and among the Licensors and Licensee regarding the management, care, operation and maintenance of the Licensed Property.

The License herein granted shall be subject to the following additional conditions:

- 1) The Licensors shall retain the prior right to construct, operate and maintain its existing and future roadway, landscape, open space, storm water, sewer and water lines within the Licensed Property herein granted.
- 2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensors from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.
- 3) Licensors shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein.
- 4) Prior to making any improvements or requesting any proposed alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensors' approval. Such approval shall not be unreasonably withheld.
- 5) To the extent not prohibited by law, Licensee, its successors and assigns, shall indemnify, release, and hold harmless Licensors, and the directors, officers, employees, agents, successors and assigns thereof, against and from any claim,

demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising out of: (a) acts or omissions of Licensee, its agents, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee's obligation pursuant to this Section shall not extend to liability attributable to the sole exclusive negligence or willful action of Licensor, its directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify Licensee. The provisions of this Section shall survive termination of this License.

- 6) The License herein granted is subject to all prior licenses, leases, and easements of record.
- 7) The Licensor may revoke, amend, or cancel this License or any of the provisions thereof at such time in the future that the City has a need for the property. Upon the determination of such need the Licensor will provide notice in writing not less than 90 days prior to revoking the license. The Licensee shall immediately remove all facilities from the right-of-way. Any facilities remaining upon the right-of-way 90 days after written notice of cancellation shall be removed by the Licensor at the expense of the Licensee.
- 8) This License does not create any legal interest to the Licensee in the Licensed Property.
- 9) This License shall remain in effect for as long as the Licensee owns the adjacent parcel or until such time that the City demonstrates a need for the property. This license shall terminate upon the sale of the adjacent property and may be renegotiated with a subsequent owner or successor-in-interest.

IN WITNESS WHEREOF, the Licensor and Licensee execute this Right-of-Way License.

Dated this _____ day of _____, 20__.

LICENSOR: CITY OF PEORIA, an Arizona Municipal Corporation

By: _____
Carl Swenson, City Manager

Attest:

Rhonda Geriminsky, City Clerk

Approved as to Form:

City Attorney

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this date, before me, a Notary Public, personally appeared Carl Swenson known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Public

My Commission Expires:

RIGHT-OF-WAY LICENSE AGREEMENT
Page 4 of 4

Dated this _____ day of _____, 20____.

LICENSEE: _____

By: _____

ACKNOWLEDGEMENT

STATE OF _____)
County of _____) ss.
)

On this date, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged that he/she/they executed the same. If the person's named is/are subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Public

My Commission Expires:

EXHIBIT "A"

Proposed Radar Feedback Sign Locations

Sonoran Mountain Ranch Road

