

WHEN RECORDED MAIL TO:

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

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### **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 Ninth West Properties L.C., a Utah limited liability company, 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" – per Arizona Department of Transportation Project Plans 75<sup>th</sup> Avenue & Cactus Road Project No. 0000 MA PEO SH535 01C Federal Aid No. HSIP-PEO-0-(215)T Peoria Project No. EN00088) for an existing monument sign to remain in its existing location 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 alterations to the sign panels within the Licensed Property, Licensee shall submit plans for Licensors' approval. Such approval shall not be unreasonably withheld. No structural changes beyond replacing the sign panels will be allowed while the sign is located within the Licensors' right of way.

## RIGHT-OF-WAY LICENSE AGREEMENT

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Structural changes will trigger the relocation of the sign onto the adjacent parcel at the Licensee's expense.

- 5) To the extent not prohibited by law, Licensee, its successors and assigns, shall indemnify, release, and hold harmless Licensor, 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.

## Page 3 of 4

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

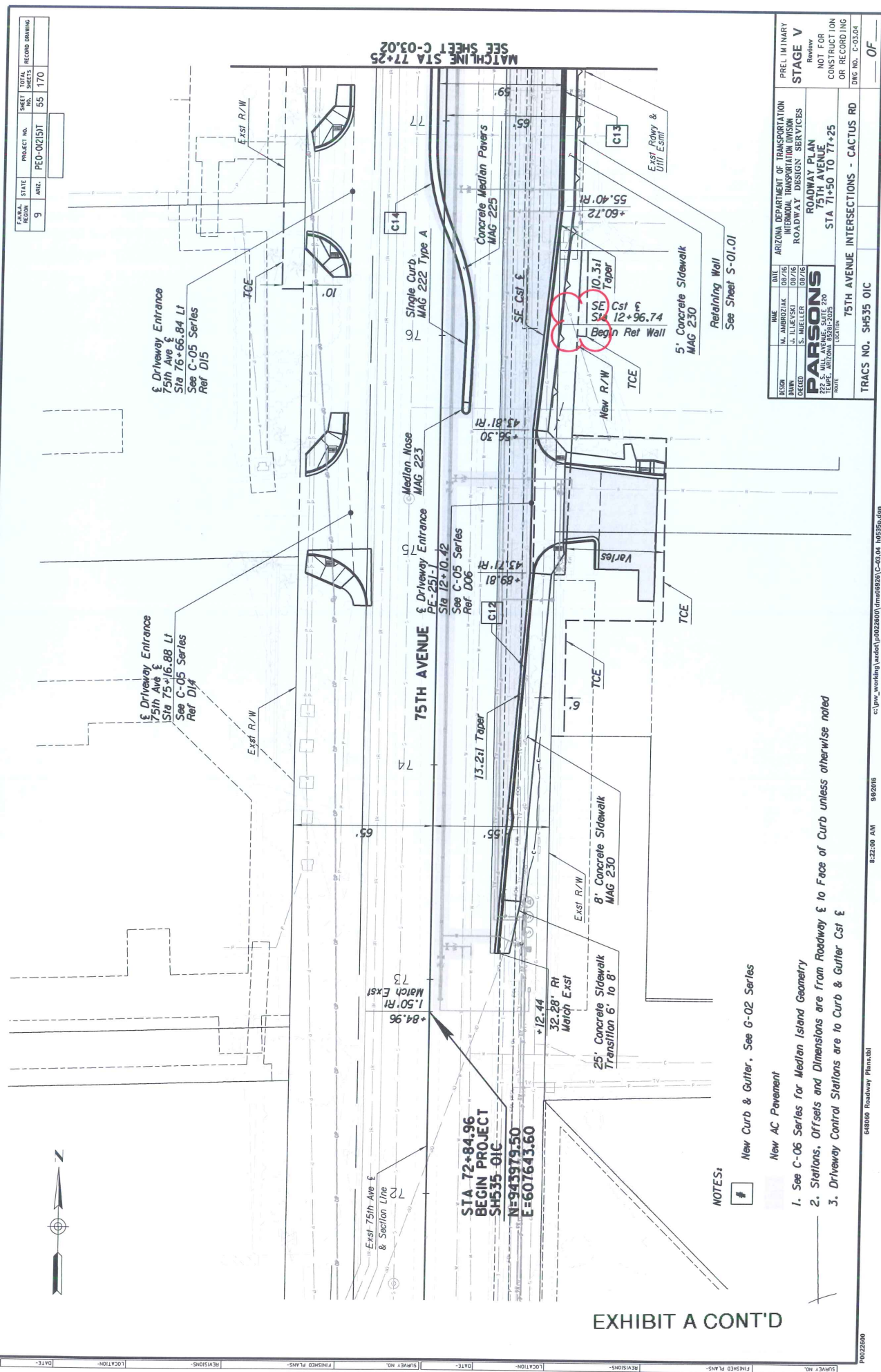
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## Page 4 of 4

My Commission Expires:





SEE SHEET C-03.02  
MATCH LINE STA 77+25

NOTES:

- # New Curb & Gutter, See G-02 Series
- New AC Pavement
- 1. See C-06 Series for Median Island Geometry
- 2. Stations, Offsets and Dimensions are from Roadway  $\epsilon$  to Face of Curb unless otherwise noted
- 3. Driveaway Control Stations are to Curb & Gutter Cst  $\epsilon$

EXHIBIT A CONT'D

SHEET NO.	FINISHED PLANS	REVISIONS	LOCATION	DATE	SURVEY NO.	FINISHED PLANS	REVISIONS	LOCATION	DATE
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FAMILY REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	ARIZ.	PEO-002151	55	170	

DESIGN		DATE		BY		DATE		BY		DATE		PRELIMINARY	
DRN		09/16		M. ANDREWS		09/16		J. ILLIUSKI		09/16		STAGE V	
CHECKED		09/16		S. MUELLER		09/16						Review	
<b>PARSONS</b> INCORPORATED 10000 W. CENTRAL EXPRESS SUITE 200 DENVER, COLORADO 80231-2000 TEL: 303.733.8000 FAX: 303.733.8001 WWW.PARSONSONLINE.COM		ROUTE		LOCATION		ROADWAY PLAN 75TH AVENUE STA 71+50 TO 77+25		NOT FOR CONSTRUCTION OR RECORDING		DWG NO. C-03.04		OF	
								75TH AVENUE INTERSECTIONS - CACTUS RD					
								TRACS NO. SH535 OIC					

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8:22:00 AM 9/2/06

648060 Roadway Plans.dgn

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