

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:

The City of Peoria, an Arizona municipal corporation, Licensor, hereby grants to Christian Brothers Automotive Corporation, a Texas corporation, 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 site improvements associated with Assessor Parcel Number 201-08-416 (25750 N. Lake Pleasant Parkway) 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 Licensor, and all agreements existing and to be made between and among the Licensor 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 Licensor 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 Licensor 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) Licensor 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 Licensor's 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 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

## RIGHT-OF-WAY LICENSE AGREEMENT

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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 term of this License is 30 years. The Licensor may revoke, amend, or cancel this License 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 180 days prior to revoking the license. In recognition that this License includes a portion of the entrance drive to Licensee's property, Licensor will not revoke the portion of the license covering the accessway without approving another entrance to the Licensee's property.
- 8) This License is assignable by Licensee to any future owner and/or tenant of Lot 6 according to the Plat of the Shops of Lake Pleasant, recorded in Book 1722 of Maps, Page 25, official records of Maricopa County, Arizona.

**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: \_\_\_\_\_  
Henry Darwin, City Manager

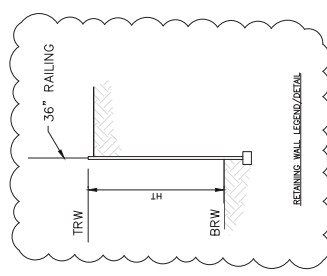
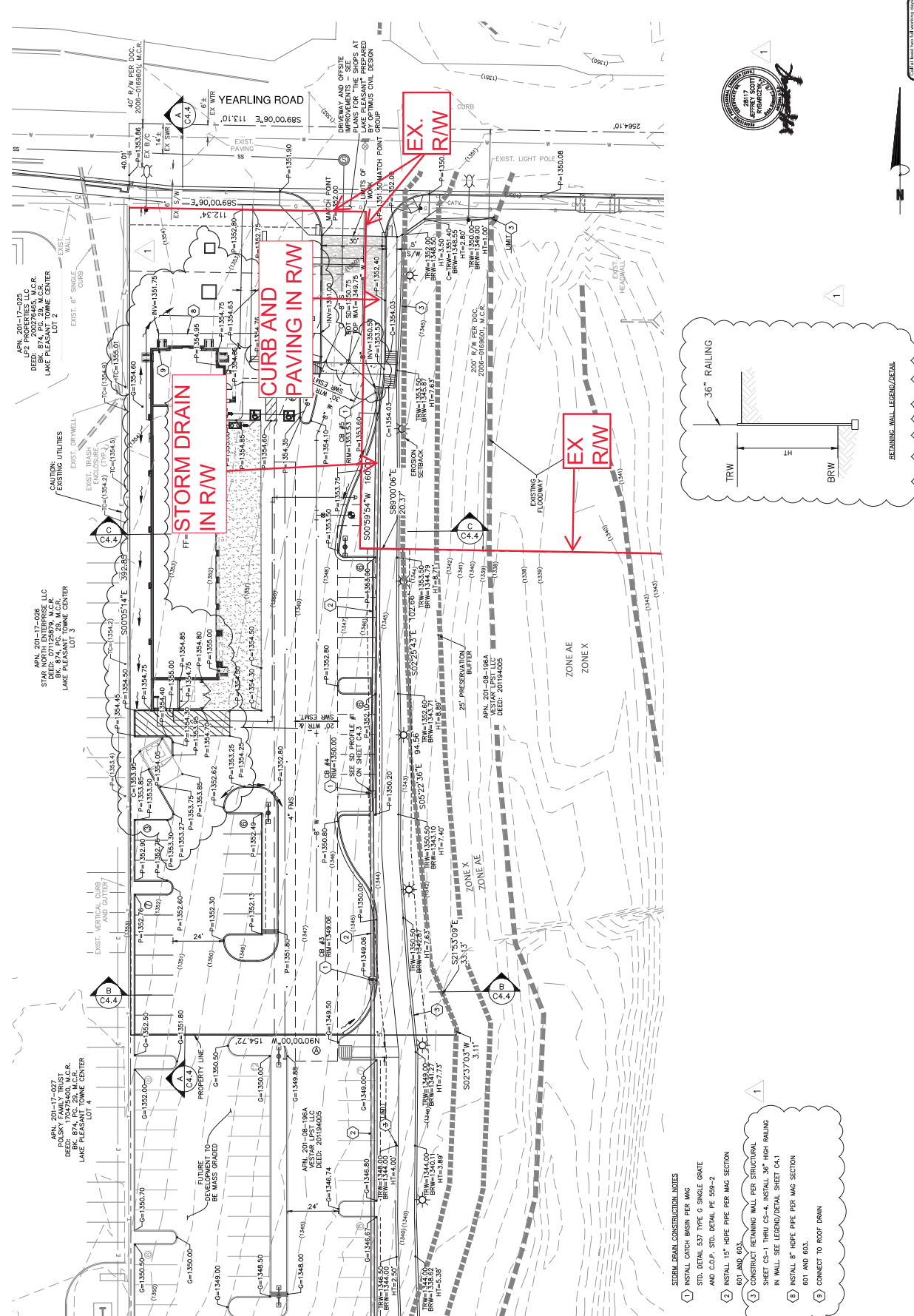
ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney





- STORM DRAIN CONSTRUCTION NOTES**
1. INSTALL CATCH BASIN PER MAG STD. DETAIL 537 TYPE G SINGLE GRATE AND C.O.P. STD. DETAIL PE 559-2
  2. INSTALL 15" HOPE PIPE PER MAG SECTION 601 AND 603.
  3. CONSTRUCT RETAINING WALL PER STRUCTURAL SHEET CS-1 THRU CS-4. INSTALL 36" HIGH RAILING IN WALL. SEE LEGEND/DETAIL SHEET C4.1
  4. INSTALL 8" HOPE PIPE PER MAG SECTION 601 AND 603.
  5. CONNECT TO ROOF DRAIN

