

RESOLUTION NO. 2025-109

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A LICENSE TO ALLOW GATE KEYPAD IMPROVEMENTS TO BE CONSTRUCTED AND MAINTAINED WITHIN CITY RIGHT OF WAY LOCATED NORTH OF THE NORTHWEST CORNER OF 67TH AVENUE AND CAMINO DE ORO.

WHEREAS, the City of Peoria is constructing roadway and drainage improvements along 67th Avenue from Pinnacle Peak to Happy Valley Roads. Additional right of way was acquired from the KJ Gabbard Trust located north of the northwest corner of 67th Avenue and Camino de Oro. KJ Gabbard Trust has requested permission to re-install a gate keypad within the City right of way. The use of this right of way has been reviewed and approved by the Development and Engineering Department; and

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of this License and authorize the City Manager to execute the document; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached License to the KJ Gabbard Trust and authorize the City Manager to execute the License.

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Right of Way License – KJ Gabbard Trust
November 18, 2025
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PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 18th day of November, 2025.

Jason Beck, Mayor

Date Signed

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

Attachment:

1. Right of Way License

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:

The City of Peoria, an Arizona municipal corporation, Licensor, hereby grants to Karina Jo Gabbard, Trustee of the KJ GABBARD TRUST dated March 29, 2023, 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 a residential gate keypad 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) It is understood and agreed by the parties that the Licensee shall be responsible for all maintenance of the Licensed Property.
- 5) 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.

RIGHT-OF-WAY LICENSE AGREEMENT

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- 6) 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 gross 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.
- 7) The License herein granted is subject to all prior licenses, leases, and easements of record.
- 8) This License shall continue in effect so long as the licensed use exists.
- 9) 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.
- 10) This License does not create any legal interest to the Licensee in the Licensed Property.

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

Dated this 29th day of September, 2025

LICENSEE: Karina Jo Gabbard, Trustee of the KJ GABBARD TRUST, dated March 29, 2023

By 
Karina Jo Gabbard, Trustee

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this date, before me, a Notary Public, personally appeared Karina Jo Gabbard, Trustee of the KJ GABBARD TRUST, dated March 29, 2023 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 the person's named is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.



Notary Public

My Commission Expires:

4.12.27



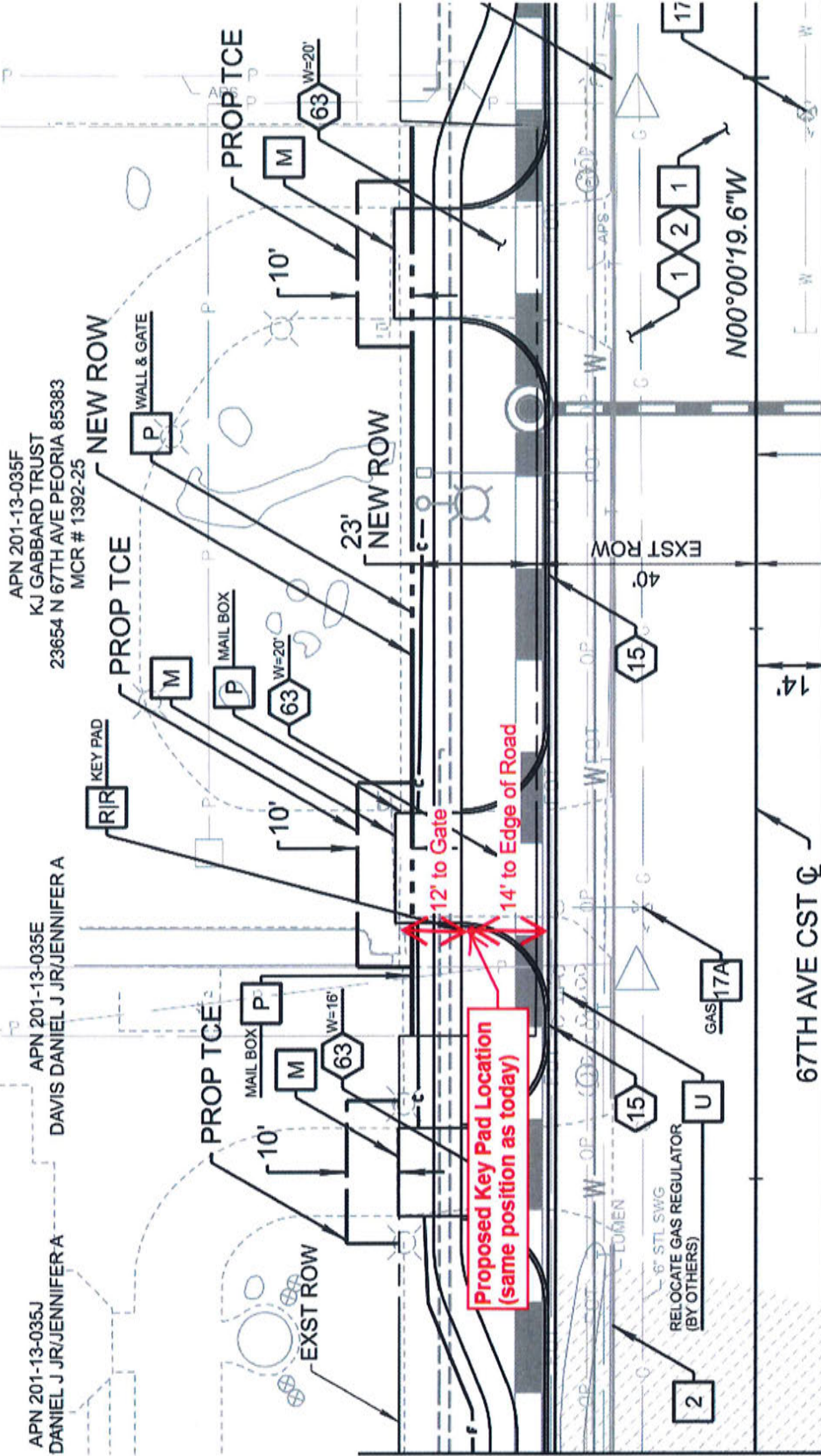


EXHIBIT A