

PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (“License Agreement”) is made this _____ day of _____, 2015 (the “Effective Date”) by and between the **City of Tempe**, an Arizona municipal corporation (“Licensor”) and **CenturyLink**, a Delaware limited liability company (“Licensee”).

RECITALS

- A. Pursuant to that certain Declaration and Easement for Parking, dated _____, (the “Declaration”) between the City of Tempe and Mill Avenue Retail, LLC (“MAR”), the City was granted an easement for parking over certain land owned by MAR, which land is more particularly described in **Exhibit A** (the “Maple Avenue Parcel”) and **Exhibit B and B-1** attached hereto (the “Easement Area”).
- B. The Easement Area contains five (5) on-street parking spaces (the “Licensed Spaces”).
- C. Licensor desires to grant Licensee a license to use the Easement Area and the Licensed Spaces on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Definitions.** Capitalized terms used herein without definition shall have the meanings given such terms in the Declaration.
- 2. Grant of License.** City hereby grants CenturyLink a license to use the Easement Area and the Licensed Spaces for parking and no other purpose whatsoever. The license shall be subject to the terms and conditions of this Agreement and the Dedication. Licensee shall have the same non-exclusive rights as the City to ingress and egress over and across those private streets surrounding and leading to and from the Easement Area, which private streets comprise the entire Maple Avenue Parcel, more particularly described in **Exhibit A**.
- 3. Permitted Use.** The Easement Area shall be used solely for vehicular parking purposes, similar to parking areas located on public streets and Licensee shall have the right to place appropriate signage on the land adjacent to the Easement Area. Licensee shall neither assign nor sub-license all or any portion of the Easement Area or the Licensed Spaces. Any attempted assignment or sub-license shall be void.
- 4. Term.** The term of the license shall begin on the Effective Date and shall remain in full force and effect until terminated. Licensor shall have the right to terminate the license by giving Licensee not less than sixty (60) days prior written notice provided that Licensor identifies alternate location for the parking spaces.

5. Entire Agreement. This Agreement, constitute the entire agreement between the parties hereto and may be modified only by an agreement in writing executed by Licensor and Licensee. Licensee acknowledges and agrees that Licensee has not relied upon any statement, representation, prior written or prior contemporaneous oral promises, agreements or warranties except such as are expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

LICENSOR:

City of Tempe, an Arizona municipal corporation

By: _____
Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2015, before me, the undersigned officer, personally appeared Mark W. Mitchell, who acknowledged himself to be the Mayor of the **CITY OF TEMPE**, an Arizona municipal corporation, and that he executed the foregoing agreement for and on behalf of the City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Notary Public

Exhibit A
Maple Ave Parcel

Maple Avenue Parcel
Legal Description

That portion of Lot 7, Centerpoint, according to Book 369 of Maps, page 31, Records of Maricopa County, Arizona described as follows:

COMMENCING at the intersection of the monument lines of Mill Avenue and 6th Street;
THENCE North 89° 58' 24" West a distance of 49.97 feet to the most Easterly Southeast corner of said Lot 7, said point being TRUE POINT OF BEGINNING;
THENCE North 89° 58' 24" West, along a Southerly line and its Westerly prolongation of said Lot 7, a distance of 334.63 feet;
THENCE North 00° 00' 28" East a distance of 218.57 feet to the intersection with a Northerly line and its Westerly prolongation of said Lot 7;
THENCE North 89° 58' 58" East, along said Northerly line and its Westerly prolongation, a distance of 184.93 feet;
THENCE South 00° 00' 16" East, along an Easterly line of said Lot 7, a distance of 169.22 feet;
THENCE South 89° 58' 25" East, along a Northerly line of said lot 7, a distance of 149.64 feet;
THENCE South 00° 01' 07" East, along the most Easterly line of said Lot 7, a distance of 49.50 feet to the TRUE POINT OF BEGINNING;

EXCEPT title to any mine of gold, silver, cinnabar or copper or to any valid claim or possession held under the existing laws of Congress, as set forth in Patent from United States of America.

Exhibit B and B-1
Reserved Parking Spaces

EXHIBIT "B"

LEGAL DESCRIPTION FOR A PARKING EASEMENT being a portion of the Southwest quarter of Section 15, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at an aluminum cap marking the West quarter of said Section 15 which bears North 00 degrees 03 minutes 06 seconds West a distance 2639.84' (twenty six hundred thirty nine and eighty four hundredths feet) from a cut "X" marking the southwest corner of said Section 15.

Thence South 00 degrees 03 minutes 06 seconds East, along the west line of the southwest quarter of Section 15 a distance of 1331.32' (thirteen hundred thirty one and thirty two hundredths feet) to a point.

Thence North 89 degrees 47 minutes 15 seconds East, a total distance of 702.37' (seven hundred two and thirty seven hundredths feet) and passing a brass cap flush found marking the intersection of Ash Avenue and 5th Street at a distance of 64.84' (sixty four and eighty four hundredths feet) to a brass cap in hand hole found marking the intersection of Maple Avenue and 5th Street.

Thence South 7 degrees 00 minutes 11 seconds East a distance of 79.64' (seventy nine and sixty four hundredths feet) to a point, being THE TRUE POINT OF BEGINNING.

Thence North 87 degrees 53 minutes 22 seconds East a distance of 8.60' (eight and sixty hundredths feet) to a point on the face of curb.

Thence South 00 degrees 12 minutes 09 seconds East along the face of curb a distance of 96.29' (ninety six and twenty nine hundredths feet) to a point on the face of curb.

Thence South 87 degrees 53 minutes 22 seconds West a distance of 8.60' (eight and sixty hundredths feet).

Thence North 00 degrees 12 minutes 09 seconds West a distance of 96.26' (ninety six and twenty six hundredths feet) to the TRUE POINT OF BEGINNING.

Containing 0.019 Acres or 827.6 square feet, more or less.



EXHIBIT "B-1"

