

CITY CLERK
ORIGINAL

C-10833
05/02/2016

CONCORDANCE AND LEASE AGREEMENT BETWEEN
CERRETA CANDY COMPANY, INC. AND
THE CITY OF GLENDALE

This Agreement is entered into this 2 day of May, 2016 (the "Effective Date"), between Cerreta Candy Company, Inc., an Arizona corporation ("Cerreta") and the City of Glendale, an Arizona municipal corporation ("City") in fulfillment of the 1990 Disposition and Development Agreement between Cerreta and City (also referred to as "Party" or "Parties"). This Lease Agreement further governs the treatment of a City transit shelter, or "bus stop" location on the Cerreta property.

RECITALS

- A. On January 29, 1990, Cerreta and the City executed a contract entitled Disposition and Development Agreement ("DDA") in order to assist Cerreta in obtaining and developing the site of its current location at 5345 West Glendale Avenue;
- B. The Parties acknowledge and agree that the terms and obligations of the DDA have been realized and fulfilled;
- C. On or about January of 1991, Cerreta allowed for, and the City installed, a transit shelter along Glendale Avenue within the boundaries of the Cerreta property;
- D. On or about December 4, 2015, under the terms of a Presenting Sponsorship Agreement, Cerreta has been formally recognized as the Originator and now Presenting Sponsor of the Chocolate Affair Event held yearly during February in downtown Glendale, Arizona; and
- E. The Parties desire to memorialize their consideration, arrangements, settlement and concordance, including their future promises and obligations to each other, through this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree that the Recitals form an integral element of this Agreement, and by this reference, are incorporated into this Agreement as though fully set forth in this section. The Parties further agree as follows:

- I. Leased Premises.
 - 1. Parties' Obligations. Cerrata agrees to lease to the City, and the City agrees to pay, one dollar (\$1.00) per year, or partial year, for the portion of land (Leased Premises) currently depicted for illustrative purposes on attached Exhibit A-1 and A-2 upon which the City transit shelter structure and appurtenances are currently constructed.
 - 2. Cerreta shall have no obligation to maintain, or otherwise improve, the Lease Premises.

3. City shall maintain the transit shelter and appurtenances in good and reasonable condition, wear-and-tear excepted. City shall be responsible for the transit shelter and for all liability insurance required for the structure.
4. Should Cerreta become aware of a problem with the transit shelter, (such as vandalism or graffiti) it may notify (though Cerreta has no obligations to do so) the City and the City shall respond to remedy the problem as soon as practicable during business hours.
5. Cerreta shall continue to be responsible for, and pay all property taxes associated with the Lease Premises upon which the transit shelter has been constructed.

II. Termination.

1. The term of this Concordance and Lease Agreement is twenty-five (25) years from the Effective Date above and may be renewed by mutual agreement of the parties. However, for as long as Cerreta, or the Cerreta family, owns the property, at 5345 West Glendale Avenue, either Party may terminate this Lease upon thirty (30) days' written notice delivered to each Party's authorized agent.
2. In the event Cerreta, or the Cerreta family sells, or otherwise transfers or conveys the property at 5345 West Glendale Avenue to an entity or an individual which/who are not Cerreta family members, this Agreement shall terminate.

III. Authorized Representatives. For this Lease, the authorized representative for the City shall be the City Manager, or his designee, located at 5850 West Glendale Avenue, Glendale, Arizona 85301. Currently, the authorized representative for Cerreta is listed as James B. Cerreta, its Statutory Agent, located at 5345 West Glendale Avenue, Glendale, Arizona 85301.

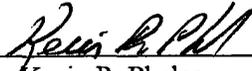
IV. Other Applicable Law.

1. This Agreement is governed by the laws of the State of Arizona.
2. This Agreement is subject to cancellation under the terms and conditions found in A.R.S. § 38-511.
3. This Agreement shall be recorded with the City Clerk of the City of Glendale, Arizona.

[Signatures on the following page.]

EXECUTED to be effective on the date listed above.

City of Glendale,
an Arizona municipal corporation


By: Kevin R. Phelps
Its: City Manager

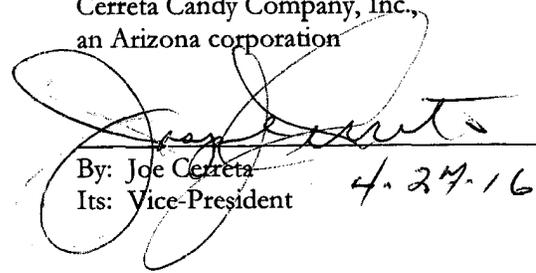
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Cerreta Candy Company, Inc.,
an Arizona corporation


By: Joe Cerreta
Its: Vice-President 4.27.16