

PARKING LICENSE AGREEMENT

THIS LICENSE, effective as of the 1st day of May, 2016, is by and between the City of Glendale, an Arizona Municipal Corporation ("City") and Old Town Glendale, LLC, a limited liability company ("Old Town").

RECITALS

1. Old Town is the owner of certain real property and improvements generally located on the north side of West Glenn Drive between North 56th Avenue and North 57th Avenue ("Premises"), in Glendale, Arizona, comprising approximately one city block, which is a paved parking lot, as more particularly described in Exhibit A attached to this License.
2. The City desires to use the Premises for parking to serve downtown festival events.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual covenants and agreements given and exchanged, the parties declare, covenant and agree as follows:

1. **Term.** This License is effective on May 1, 2016. The License and the permission to access and use the Premises terminate at 11:59 p.m. on October 31, 2016. The License may be renewed if mutually agreeable.
2. **Use of Premises.**
 - 2.1 Beginning May 1, 2016, Old Town grants to City this non-exclusive license to use the Property for event parking. The City will use the Premises for parking during downtown festival events including but not limited to, preparing the Premises for the parking use and restoring the Premises to their original condition, reasonable wear and tear excepted.
 - 2.2 City shall promptly comply with all statutes, laws, ordinances, orders and regulations promulgated by any and all appropriate governmental authorities affecting the Premises and the cleanliness, safety, occupation and use of the Premises.
3. **Indemnity.** In consideration of receiving permission to use the Premises, the City of Glendale hereby agrees to indemnify and hold harmless Old Town and its employees from loss, liability, damage or costs they may incur due to use of the property, whether caused by the negligence of Old Town or its employees, or otherwise.
4. **Insurance.** During the term hereof, City shall furnish Old Town with a certificate of insurance (Attached as Exhibit B) evidencing that such insurance is in effect and upon which City shall pay the renewal premiums on such insurance not less than fifteen (15) days prior to expiration of such insurance and shall deliver evidence of such renewal to Old Town and any mortgagee of the Premises. The insurance will provide One Million Dollars (\$1,000,000.00) of general comprehensive insurance coverage.

5. **Notices.** All notices, demands, consents, requests, attachments or designations by either party to the other shall be in writing and shall be sufficiently given and served on the other party if sent by certified mail, return receipt requested, postage prepaid, deposited in the United States mail, and addressed as follows:

OLD TOWN

Old Town Glendale, LLC
6263 N. Scottsdale Rd. Ste. 265
Scottsdale, AZ 85250
Attn: Nariman Afkhami

CITY

City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301
Attn: Kevin R. Phelps

All such notices shall be effective three (3) days following deposit in the United States mail. Any method of hand delivery shall be effective upon delivery to any person at City or Old Town's address shown above, or to Licensee upon delivery to any employee or agent of Old Town at the Premises.

6. **Miscellaneous.**

6.1 This License contains the entire understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior negotiations and understandings are superseded hereby and merged in this License. No party shall be liable or bound to any other person in any manner by any agreement, warranty, representation or guarantee, except as has been specifically set forth.

6.2 The relationship of the parties hereto is solely that of Old Town Glendale, LLC as Licensor and City of Glendale as Licensee and, under no circumstances shall these parties be considered as partners or joint venturers.

6.3 This License shall be construed in accordance with and governed by the laws of the State of Arizona.

6.4 No amendment to this License is valid or effective unless it is in writing and signed by both parties. Electronic signature blocks do not constitute signatures for the purposes of this License.

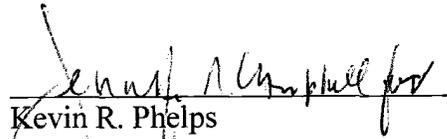
[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this License on the date first appearing above.

OLD TOWN GLENDALE, LLC

**CITY OF GLENDALE, an Arizona
municipal corporation**

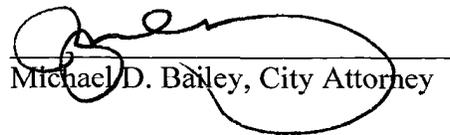

Nariman Afkhami


Kevin R. Phelps
City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney