

**CITY CLERK
ORIGINAL**

C-8499
06/11/2013

CITY OF GLENDALE, ARIZONA

LICENSE AGREEMENT

(Agreement C-8499)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

WHEN RECORDED RETURN TO:

City Clerk
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

LICENSE AGREEMENT PERMISSION TO USE CITY REAL PROPERTY

This License Agreement, entered into on the 11 day of June, 2013 is between the **CITY OF GLENDALE**, an Arizona municipal corporation, (the "City") and **CLK DEVELOPMENTS AZ L.P.**, an Alberta limited partnership ("**Licensee**").

PURPOSE

Licensee desires to use certain City-owned real property, more particularly described on the attached Exhibits "A" and "B" and by this reference incorporated herein ("Property"). The Property is generally located along 67th Avenue, north of Northern Avenue, and is a part of the City's public roadway system. The use of the Property by Licensee will enable Licensee to park personal vehicles within a City right-of-way.

TERMS AND CONDITIONS

The City grants this License to Licensee subject to the following terms and conditions:

- 1) This License is not intended to represent permission granted in perpetuity. Licensee may terminate this License by giving sixty (60) days' advance written notice to the City of its intent to terminate. The City may only terminate this License for cause upon one hundred eighty (180) days' advance written notice to the Licensee of its intent to terminate. "Cause" shall mean an uncured default of this License by Licensee.
- 2) This License is personal to the Licensee and may not be transferred or assigned in any manner, without the prior written approval of the City; provided, however, that Licensee may transfer this License without the City's prior written consent to any successor-in-interest to Licensee (whether by merger, acquisition, or transfer of partnership interests), any assignee of Licensee's interest in the property owned by Licensor that is adjacent to the Property ("Licensee's Property"), or any third-party purchaser of Licensee's Property.

- 3) In consideration of the privileges granted by City to Licensee under the terms of this License, and for use of the Property during the term of this License, Licensee shall pay a one-time fee to the City in the amount of Five Hundred Dollars (\$500.00).
- 4) All improvements made by Licensee to the Property pursuant to the terms of this License are subject to and must be in compliance with all applicable codes, ordinances and laws, including the Americans With Disabilities Act, and constructed in conformance with the City's approved design standards.
- 5) The costs associated with constructing, operating, and maintaining any improvements made pursuant to this License, costs associated with relocation of the improvements if so requested by the City, and the cost of permits, inspection services, and applicable administrative fees related thereto, shall be borne entirely by Licensee.
- 6) Licensee agrees to accept use of the Property "as is", and agrees that its right under this License shall not interfere with use of any City right of way by the public. Licensee is responsible for obtaining any necessary permits prior to performing any work on the Property, and for payment of inspection fees according to the City's development fee schedule established by ordinance.
- 7) Licensee shall not permit any liens to be placed or remain on the Property by virtue of any work performed under this License.
- 8) Whenever Licensee disturbs the surface or subsurface of any city-owned property, public right of way, adjoining public property, or any public improvements located thereon or thereunder, Licensee shall promptly and at its own expense, restore, repair or replace the same to the satisfaction of the City.
- 9) If such restoration, repair or replacement of the surface, subsurface or any structure thereon or thereunder is not completed in a reasonable time or if such restoration, repair or replacement does not meet the City's standards, the City may perform the necessary restoration, repair or replacement, either through use of its own forces or through a hired contractor, and the cost thereof, including the cost of inspection or supervision, shall be paid by the Licensee within thirty (30) days after receipt of the City's invoice for same.
- 10) All excavations made by Licensee on or within public rights of way shall be properly safeguarded for prevention of accidents, and at all times during such excavation or at such other times as activities performed under the authority of this License create any hazard or source of danger to any person or vehicle using said right of way, Licensee shall provide and maintain sufficient barriers, danger signals, lanterns, detours, and shall take such other measures or precautions as the City shall direct.
- 11) Licensee assumes the responsibility and all liability for any injury or damage to itself or its contractors and agents while using said Property in a lawful manner, caused by or arising out of the exercise of this License. Licensee agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from all loss, damage, claims, suits, proceedings, costs and expenses, including but not limited to reasonable attorney's fees, costs and experts fees, resulting from or related to Licensee's use of the Property.

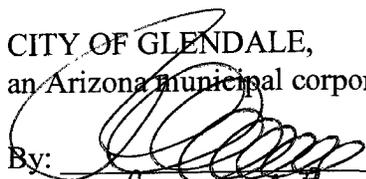
- 12) Licensee shall, at its sole expense, provide a certificate of insurance showing commercial general liability coverage with limits of not less than One Million Dollars (\$1,000,000) for personal injury or death and not less than Five Hundred Thousand Dollars (\$500,000) for property damage, per each occurrence. The certificate of insurance must name the City of Glendale as an additional insured for all work performed by the Licensee within, or on, City of Glendale rights-of-way or property. Claims made policies are not acceptable. The insurance company writing the policy must be licensed by the Arizona Department of Insurance and have a BEST rating of not less than A. The Licensee insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. The City shall be an additional insured to the full limits of liability purchased by Licensee even if limits of liability are in excess of those required of the Licensee. The form of the policy must be acceptable to the City before License will be issued. Further, Licensee agrees to indemnify, defend and hold harmless the City of Glendale and its officers and employees from all suits, actions, claims and damages, including attorney's fees and costs, of any character or nature, including personal injury, death or property damage, incurred in whole or in part as a result of any work performed by, or on behalf of Licensee under this License. It is the intent of the Licensee that it shall indemnify the City in all instances, except for damages resulting from the City's sole negligence, regardless of whether or not the liability, loss or damage is caused by, or alleged to be caused in part by, the negligence, gross negligence or fault of the City. Failure of City to request and/or failure of the Licensee to provide ongoing proof of insurance as provided herein shall not waive the requirement to maintain coverage compliance throughout the term of the license.
- 13) If Licensee fails to perform any of its obligations under this License, and if said nonperformance continues after written notification to Licensee, for a period of ten (10) days for matters posing risk to safety of the public or others using or passing on the Property and thirty (30) days for all other matters, then Licensee shall be in default. Upon default, it shall be lawful and optional for the City, as one of its remedies, to declare a termination of this License and to retake possession of the Property.
- 14) Upon termination of this License by either party, any improvements made to the Property by Licensee shall become City's, unless otherwise agreed.

Any amendments to this License must be in writing and signed by both parties. Arizona law shall be applied to the interpretation and enforcement of this License. In the event that any term or provision of this License is declared by a court of competent jurisdiction to be invalid or illegal for any reason, this License shall be interpreted as if such invalid or illegal provision were not a part hereof.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

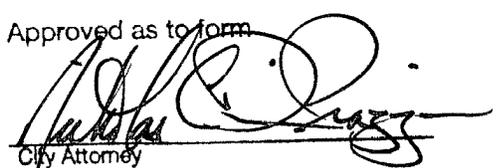
CITY:

CITY OF GLENDALE,
an Arizona municipal corporation

By: 
Name: Richard H Bowers
Its: Acting City Manager

ATTEST:

City Clerk

Approved as to form

City Attorney

City of Glendale
Attn: Engineering Department
5850 West Glendale Avenue
Glendale, Arizona 85301

LICENSEE:

CLK DEVELOPMENTS AZ L.P.,
an Alberta limited partnership

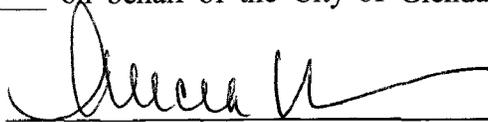
By: ZyTech USA Inc.
Its: General Partner

By: 
Glenn German, Its Director

CLK Developments AZ, L.P.
262029 Blazac Blvd.
Balzac, Alberta, Canada T4B 2T3

STATE OF ARIZONA)
) ss.
County of Maricopa)

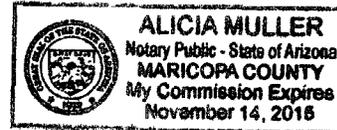
The foregoing instrument was acknowledged before me this 13 day of June 2013, by RICHARD A. BOWERS on behalf of the City of Glendale, an Arizona municipal corporation.



Notary Public

My Commission Expires:

Nov. 14, 2015



PROVINCE OF ALBERTA)
) SS.
CITY OF CALGARY)

On the 19th day of September in the year 2013 before me, the undersigned, a notary public in and for said province, personally appeared, GLENN GERMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an Officer of ZYTECH USA INC. the General Partner of CLK DEVELOPMENTS AZ L.P., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



TODD WYTRYCHOWSKI
Barrister & Solicitor
A Notary Public in and for
the Province of Alberta
#14, 620 1st Avenue NW
Airdrie, Alberta T4B 2R3

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The East thirty-two (32) feet of the West sixty-five (65) feet of the North six hundred ninety-six (696) feet of the Southwest quarter of the Southwest quarter of Section 31, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing approximately 0.51 acres or 22,272 square feet, more or less.

EXHIBIT B

DEPICTION OF PROPERTY

N.W. COR., G.L.O. LOT 4
SEC.31, T.3N., R.2E.

32' WIDE EASEMENT
DOC. 2006-544548

65' R/W

67th AVENUE

GATE 30'

GATE

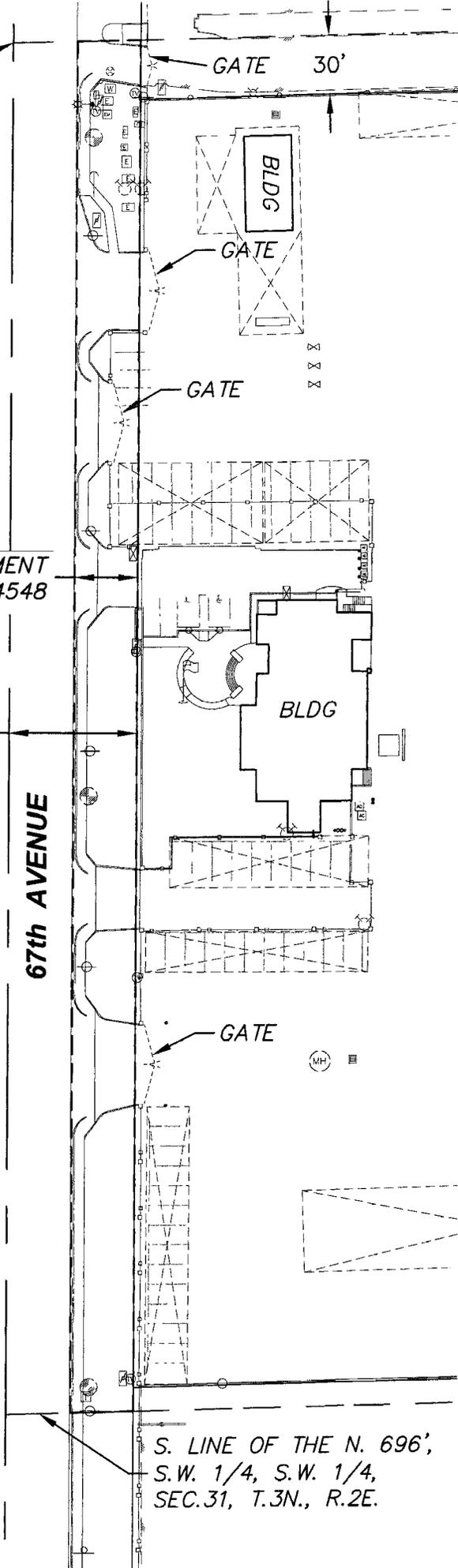
GATE

BLDG

GATE

MH

S. LINE OF THE N. 696',
S.W. 1/4, S.W. 1/4,
SEC.31, T.3N., R.2E.





CERTIFICATE OF LIABILITY INSURANCE

CLKDE-1

OP ID: PC

DATE (MM/DD/YYYY)

06/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - MESA 1835 South Extension Road Mesa, AZ 85210-5942 Joe C Steiner		Phone: 480-730-4920 Fax: 480-730-4929	CONTACT NAME PHONE (A/C No. Ext.) E-MAIL ADDRESS FAX (A/C No.)
INSURED CLK Development AZ LP 8205 N 67th Ave Glendale, AZ 85302		INSURER(S) AFFORDING COVERAGE INSURER A: Nevada Capital Ins. Co. INSURER B INSURER C INSURER D INSURER E INSURER F	
		NAIC # 11165	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY	X		77NMP4031596	01/28/13	01/28/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 100,000			
							\$ 5,000			
							\$ 1,000,000			
							\$ 2,000,000			
							\$ 2,000,000			
							\$			
A	AUTOMOBILE LIABILITY			77NMP4031596	01/28/13	01/28/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						\$			
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$			
							\$			
							\$			
	UMBRELLA LIAB						EACH OCCURRENCE	\$		
	EXCESS LIAB						CLAIMS-MADE	\$		
	DED						RETENTION \$	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	N/A	E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E L DISEASE - EA EMPLOYEE	\$
									E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Parking Location

CERTIFICATE HOLDER**CANCELLATION**

C-----

City Of Glendale an Arizona
 Municipal Complex
 5850 W Glendale Ave.
 Glendale, AZ 85301-2599

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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