

TEMPORARY EASEMENT AGREEMENT

**Grantor:** City of Glendale, Arizona

**Grantee:** Action Barricade

**Easement Area:** Depicted in Exhibit A

For the consideration of one dollar (\$1), and other valuable consideration paid to Grantor by the Grantee, the receipt and sufficiency of which is acknowledged in this Temporary Easement Agreement (the "Agreement"), and subject to the terms and conditions contained in the Agreement, Grantor has granted and conveyed to Grantee, its successors and assigns a temporary easement over, across and under the License Area for continuous and uninterrupted use in order to allow Grantee to store equipment and make use of the License Area as a laydown yard as Grantee undertakes traffic control operations pertaining to Glendale citywide barricade services.

**Terms and Conditions**

1. **Fence.** Grantee will fence and screen the portion of the Easement Area that Grantee plans to use at Grantee's sole cost and expense and subject to Grantor's review and concurrence.
2. **Use of Easement Area.** In its use and enjoyment of the Easement Area, Grantee will exercise its best efforts so as to avoid any disruption on all properties adjacent to the Easement Area. Prior to termination of this Agreement, Grantee shall restore the Easement Area to the condition in which it existed prior to the execution of this Agreement.
3. **Dust Control.** Grantee will fully comply with any and all laws and regulations related to dust control, including but not limited to all dust control regulations promulgated by Maricopa County.
4. **Indemnity.** To the fullest extent permitted by law, Grantee will indemnify, defend and hold harmless Grantor and each of Grantor's members, officers, employees or agents (the "Indemnified Parties"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such of the Indemnified Parties may become subject, under any theory of liability whatsoever ("Claims"), unless caused by the negligence of any of the Indemnified Parties, insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work of the Grantee, its officers, employees, agents, or any tier of Grantee's subcontractor.

5. **Term.** This Agreement (and the underlying easement) will terminate on February 27, 2015. Grantee or Grantor can terminate this agreement prior to April 10, 2015 with 60 days' written notice to the other party.

6. **Insurance.**

6.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor, performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.

(2) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

7. **Impediment.** Grantor will not unreasonably allow anything to impede Grantee's use of the Easement Area.

(SIGNATURES ON FOLLOWING PAGE )

Executed this day 18 day of August, 2014.

GRANTOR:

By: B. B. Baker

Its: City Manager

Approved as to form

[Signature]  
City Attorney

Executed this day 6<sup>th</sup> day of August, 2014

GRANTEE:

By: [Signature]  
Its: President

**ATTEST:**  
[Signature]  
City Clerk

**EXHIBIT "A"**

Temporary Easement Agreement

Action Barricade traffic control device yard located north of Glendale Ave at approximately the Orangewood alignment and on the East side of 99<sup>th</sup> Ave. Property is just north of the 99/Glendale Park & Ride facility.

Easement boundaries identified in Red.

