

# City of Scottsdale



## PERMISSION TO WORK IN THE RIGHT-OF-WAY (PWR)

PERMIT NO.: **C54121** CATEGORY: **PRIVATE IMPR IN RIGHT-OF-WAY**  
 LOCATION: **3712 N SCOTTSDALE RD** START  
 PURPOSE: **FOR TRASH ENCLOSURE** END DATE:  
 ENGINEER: **RCC DESIGN GROUP LLC** ACCOUNT:

CONTRACTOR: <b>MACO CONSTRUCTION SERVICES, INC.</b>	CONTRACTOR LICENSE: <b>284910</b>
ADDRESS: <b>14201 N 87TH ST B121</b>	INSURANCE EXPIRATION:
CITY, ST. ZIP: <b>SCOTTSDALE, AZ 85260</b>	TAX NO.:
CONTACT: <b>BILL RIERA/RICHARD S COHEN</b>	D.R./CIVIL #: <b>18-DR-2017 / 2908-17-2</b>
PHONE: <b>480-404-9711</b>	Q.S.: <b>16-44</b> AREA: <b>3</b>
24 HOUR EMERGENCY PHONE:	KEYCODE: <b>735X3</b> WO#:

**NOTICE: At least 72 hours before beginning work, the applicant must call Field Engineering at 480-312-5750 for a preconstruction meeting. At least 24 hour notice is required before any inspections. \*Inspection Services approval is required before cutting pavement. \*Inspection Services approval is required before cutting pavement. Lane closures to be done from 9 a.m. to 4 p.m. only, unless prior clearance is obtained.**

PAVING	\$0.00	GRADING	\$0.00	MISC	\$0.00
CONCRETE	\$0.00	DRAINAGE	\$0.00	PHASE FEE (25%)	\$0.00
WATER	\$0.00	LANDSCAPE	\$0.00	BASE FEE	\$159.00
SEWER	\$0.00	UTILITIES	\$0.00	TOTAL PERMIT FEE	\$159.00

Applicant, through the authorized signature below, warrants that the information supplied is complete and accurate, and agrees the permit holder shall: (a) Be responsible for all liability and damages arising from or related to any acts or omissions of the permit holder, its agents, contractors, subcontractors and any anyone else connected with this permit; (b) To the fullest extent allowed by law, defend, indemnify and hold harmless the City, its officers, officials, representatives, agents, employees and volunteers from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses, arising from or related to any acts or omissions of the permit holder or its agents, contractors and subcontractors related to the permit; (c) Provide the City with a certificate of insurance in conformance with the requirements set forth in the City's Design Standards & Policies Manual; and (d) Conform to: (1) the requirements of Scottsdale Revised Code, Chapter 47, including the insurance provisions outlined in the City's Design Standards and Policies Manual; (2) all other applicable laws, ordinances (including the Scottsdale Zoning Ordinance), rules, regulations and construction standards; (3) all applicable plans related to the above-referenced case, which are incorporated into this permit by reference; and (4) the terms of this permit.

The City's authorized signature below allows the applicant to use the City's right-of-way only in conformance with the terms of this permit. This permit is not effective or valid until the required certificate of insurance is provided.

The Right-of-Way Manager or designee may suspend or revoke this permit to protect the public health, safety or welfare, or upon the City's need for the right-of-way occupied by the permit holder. Upon request, the permit holder shall immediately remove all of the permit holder's property from the right-of way.

Applicable Barricade Plans, to change traffic or place traffic control devices, are subject to City approval as set forth in the Scottsdale Revised Code, Chapter 47. Barricade Plans shall include the applicable PWR number.

This permit and any applicable approved Barricade Plan shall remain on the job site for the duration of the work.

Applicant's authorized signature \_\_\_\_\_ Date 10/26/2017  
SIGNED ON 10/26/2017

City's authorized signature SUSAN STONE Date 10/26/2017

# City of Scottsdale



## PERMISSION TO WORK IN THE RIGHT-OF-WAY (PWR)

**PERMIT NO. : C54122** **CATEGORY : PRIVATE IMPR IN RIGHT-OF-WAY**  
**LOCATION : 3712 N SCOTTSDALE RD** **START**  
**PURPOSE : PIR FOR CANOPY** **END DATE :**  
**ENGINEER : RCC DESIGN GROUP LLC** **ACCOUNT :**

<b>CONTRACTOR : MACO CONSTRUCTION SERVICES, INC.</b> <b>ADDRESS : 14201 N 87TH ST B121</b> <b>CITY, ST. ZIP : SCOTTSDALE, AZ 85260</b> <b>CONTACT : BILL RIERA/RICHARD S COHEN</b> <b>PHONE : 480-404-9711</b> <b>24 HOUR EMERGENCY PHONE :</b>	<b>CONTRACTOR LICENSE : 284910</b> <b>INSURANCE EXPIRATION :</b> <b>TAX NO. :</b> <b>D.R./CIVIL # : 18-DR-2017 / 2908-17-2</b> <b>Q.S. : 16-44</b> <span style="margin-left: 20px;"><b>AREA : 3</b></span> <b>KEYCODE : 84D98</b> <span style="margin-left: 20px;"><b>WO# :</b></span>
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**NOTICE:** At least 72 hours before beginning work, the applicant must call Field Engineering at 480-312-5750 for a preconstruction meeting. At least 24 hour notice is required before any inspections. \*Inspection Services approval is required before cutting pavement. \*Inspection Services approval is required before cutting pavement. Lane closures to be done from 9 a.m. to 4 p.m. only, unless prior clearance is obtained.

PAVING	<b>\$0.00</b>	GRADING	<b>\$0.00</b>	MISC	<b>\$0.00</b>
CONCRETE	<b>\$0.00</b>	DRAINAGE	<b>\$0.00</b>	PHASE FEE (25%)	<b>\$0.00</b>
WATER	<b>\$0.00</b>	LANDSCAPE	<b>\$0.00</b>	BASE FEE	<b>\$159.00</b>
SEWER	<b>\$0.00</b>	UTILITIES	<b>\$0.00</b>	<b>TOTAL PERMIT FEE</b>	<b>\$159.00</b>

Applicant, through the authorized signature below, warrants that the information supplied is complete and accurate, and agrees the permit holder shall: (a) Be responsible for all liability and damages arising from or related to any acts or omissions of the permit holder, its agents, contractors, subcontractors and any anyone else connected with this permit; (b) To the fullest extent allowed by law, defend, indemnify and hold harmless the City, its officers, officials, representatives, agents, employees and volunteers from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses, arising from or related to any acts or omissions of the permit holder or its agents, contractors and subcontractors related to the permit; (c) Provide the City with a certificate of insurance in conformance with the requirements set forth in the City's Design Standards & Policies Manual; and (d) Conform to: (1) the requirements of Scottsdale Revised Code, Chapter 47, including the insurance provisions outlined in the City's Design Standards and Policies Manual; (2) all other applicable laws, ordinances (including the Scottsdale Zoning Ordinance), rules, regulations and construction standards; (3) all applicable plans related to the above-referenced case, which are incorporated into this permit by reference; and (4) the terms of this permit.

The City's authorized signature below allows the applicant to use the City's right-of-way only in conformance with the terms of this permit. This permit is not effective or valid until the required certificate of insurance is provided.

The Right-of-Way Manager or designee may suspend or revoke this permit to protect the public health, safety or welfare, or upon the City's need for the right-of-way occupied by the permit holder. Upon request, the permit holder shall immediately remove all of the permit holder's property from the right-of way.

Applicable Barricade Plans, to change traffic or place traffic control devices, are subject to City approval as set forth in the Scottsdale Revised Code, Chapter 47. Barricade Plans shall include the applicable PWR number.

This permit and any applicable approved Barricade Plan shall remain on the job site for the duration of the work.

Applicant's authorized signature \_\_\_\_\_ Date **10/26/2017**  
SIGNED ON 10/26/2017

City's authorized signature **SUSAN STONE** \_\_\_\_\_ Date **10/26/2017**

WHEN RECORDED RETURN TO:  
(BEN MORIARTY)  
ONE STOP SHOP  
CITY OF SCOTTSDALE  
7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

**PERMISSION FOR PRIVATE IMPROVEMENTS IN RIGHT-OF-WAY**

Date: SEPTEMBER 29, 2017 PIR Permit No. CS4121  
Project No. 18-DR-2017 Q.S. 16-44  
Owner information:  
Name of the person or entity who will own the improvement: ZND SPALE, LLC  
Name of person authorized to sign for owner: MARCO C BURNS (Title MANAGER)  
Mailing address: 8308 N HAYDEN RD. STE A200  
SCOTTSDALE, AZ 85258  
Phone number: (480) 368 - 0111  
After hours phone: (480) 368 - 0111

1. No Construction. This document merely allows private improvements to remain in City of Scottsdale right-of-way. This document:

1.1 DOES NOT grant any permission to perform any construction work within City right-of-way. In order to do any construction work within the right-of-way now or in the future, you will need a PERMISSION TO WORK IN RIGHT-OF-WAY covering the specific work you want to do.

1.2 DOES NOT constitute a building permit or any type of waiver or permit for any building code, zoning or other requirement that may affect your project, and is not a substitute for any of these.

1.3 DOES NOT constitute City approval of your project except that the described improvements are allowed to be located within the right-of-way subject to other requirements of all laws and subject to the requirements of this document.

2. When This Document Is Required. Unless an exception in this paragraph applies, this document is required for any privately owned improvement in the right-of-way. An improvement is any sign, pipe, fence, wall, overhang, landscaping, valve, building or any other structure or thing placed in the City's right-of-way, except for normal sized residential mailboxes, grass, gravel and similar landscaping materials, and irrigation system components that have an outside diameter of two inches or less and are not located under any pavement or traveling portion of the right-of-way. This document is not required if:

2.1 You are installing an improvement on private land next to the right-of-way but no improvement of any type will be left in the right-of-way.

2.2 You are installing an improvement that is owned by City as part of an official City project.

2.3 You are installing an improvement for a public utility company that has a franchise agreement with the City which specifically allows the improvement in question to be located in the right-of-way.

2.4 The owner of the improvement has a recorded easement which specifically allows the improvement in question and was recorded in the Maricopa County Recorder's office before the right-of-way was dedicated.

3. Improvement Authorized. The specific improvement which is authorized by this document to exist in the right-of-way are canopies on the buildings that project in to the N. Scottsdale Rd. right-of-way.

Plans for the improvement **ARE X ARE NOT** — attached as Exhibit "A". **(Check One.)**

4. Improvement Location. The location of the refuse enclosure improvements are within the north-south alley right-of-way between N. Bishop LN. and N. Scottsdale Rd., approximately located approximately 250 feet south of the centerline of E. 2nd St., and adjacent to the property with the address of 3712 N. Scottsdale RD.

5. Fees. The City's Permission is not effective until you have paid the fees required by Chapter 47 of the Scottsdale Revised Code. For example, you must pay a fee for the City to issue this document. In addition, you must pay an additional fee upon each annual anniversary of this document. The amounts of the fees are subject to change.

6. Timing. This permission is revocable by the City with or without cause upon thirty days notice mailed to the owner's mailing address given above, or upon shorter notice if safety or the public interest requires. ~~Unless previously revoked, this permission expires on \_\_\_\_\_ 20\_\_.~~ (Strike previous sentence if not applicable.) This document does not grant, create or convey to you any real property interest in City right-of-way. You must remove all private improvements from the right-of-way within ten days after any termination of this permission.

7. Encroachment Permit. This document together with any PERMISSION TO WORK IN RIGHT-OF-WAY issued in connection with this improvement are an "encroachment permit" under Chapter 47 of Scottsdale Revised Code. Your obligations under this document do not replace or diminish any other obligations you may have to the City.

8. Construction Work. This document does not grant any permission to perform any construction work within the right-of-way. You must obtain a PERMISSION TO WORK IN RIGHT-OF-WAY each time you do any construction work in the right-of-way. In order to do any construction work in the right-of-way now or in the future, you will need a PERMISSION TO WORK IN RIGHT-OF-WAY covering the work you want to do. For example, this applies to all work to install, repair, remove and otherwise work on your improvements in the right-of-way at any time and for any reason, both before and after the permission given by this document terminates.

9. Improvement Standards. All improvements must meet City standards and the standards of the Maricopa Association of Governments. You are responsible to register your improvements with Blue Stake (phone (602) 263-1100). You must keep the improvements in good, safe, attractive, first rate condition at all times.

10. Hazardous Materials. You must not produce, dispose, transport, treat, use or store any hazardous waste or materials or toxic substance upon or about the right-of-way or any substance

subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances"). You must not use the right-of-way in a manner inconsistent with regulations issued by the Arizona Department of Health Service, or in a manner that would require a permit or approval from the Arizona Department of Health Services or any other governmental agency. You must pay, indemnify, defend and hold the City and its employees, officials and other agents harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the right-of-way attributable in any way to any activity pursuant to this document, and must immediately notify City of any Toxic Substance at any time discovered or existing upon the right-of-way.

11. Taxes. You are responsible for any and all taxes imposed on you or the City relating in any way to this document or your use of the right-of-way.

12. Liability. You are responsible for safety and lawfulness of all work done by anyone involving the improvements placed in the right-of-way pursuant to this document. This includes but is not limited to all work done under a PERMISSION TO WORK IN RIGHT-OF-WAY relating to this document. The risk of any and all injury or other harm to people or property in any way arising out of the improvements, any work involving the improvements or any legal claims relating to this document rests entirely on you. You must pay, indemnify, defend and hold the City harmless from any such harm the City may suffer, and from any claim of liability against the City for such harm to yourself, the City or others and any harm to any property. Your responsibilities under the preceding sentence also apply to City employees, officials and other agents.

13. Warranties. Your submitting this application to the City constitutes your representation and warranty to the City that:

13.1 You have proper authority to sign this document for the owner.

13.2 You are the owner or bona-fide authorized agent for the owner of the real property described on Exhibit "B" attached to this document which is the real property served by the improvement permitted by this document. The property must include the entire development project served by the improvement permitted by this document. (For example, if the improvement is an irrigation line for a golf course, the property must include the entire golf course; if the improvement is a sign for a shopping center, the property must include the entire shopping center.) Only the actual owner of the land or his bona-fide authorized agent may apply for this permission. Prior to the City signing this document, and prior to using right-of-way under this document, you must provide to the City a standard form of title insurance commitment meeting current City standards for evidence of title applicable to persons dedicating land to City.

13.3 All of the people who have or claim any interest in the land (including the owners of all interests required to be mentioned in the title commitment) have signed and notarized a copy of the CONSENT form on the back of this document and all of those CONSENT forms are stapled to this document before it is presented to the City for the City to sign. You are responsible to see that all of these people are correctly identified and have signed a consent form, whether or not they are listed on the title report. Without limitation, these people include:

13.3.1 Mortgage, deed of trust and other lien holders.

13.3.2 Option or purchase contract holders.

13.3.3 Tenants and subtenants.

13.3.4 All other people who have a right now or in the future, conditional or absolute, to occupy or possess the property.

13.4 You will maintain all insurance required by applicable provisions of the Scottsdale Revised Code. The insurance policies must be issued by a reputable and financially healthy company authorized to conduct insurance business in the State of Arizona. You are required to maintain the insurance as long as this documents is in effect whether or not the City asks you to renew or obtain insurance. The City must be a named insured under the policies.

13.5 You are familiar with the requirements of this document, Scottsdale Revised Code Chapter 47, and other ordinances, laws and regulations that may affect your project.

13.6 All statements made in this document or in applying for it are true.

13.7 You agree on behalf of your contractors and subcontractors to comply with the requirements of this document.

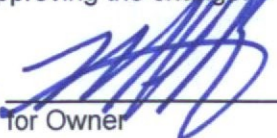
14. Enforceability. All requirements and other provisions of this document (including but not limited to the indemnity provisions) are personal obligations of the applicant and are also restrictive covenants running with the land enforceable by the City against the applicant, applicant's real property, and all persons who have consented to this document and against all of their heirs, successors and assigns. Termination of the obligations shall be prospective only and shall not release any liability then existing. If you fail to live up to any promise or other part of this document, the City has the right to pay or do whatever the City deems reasonably necessary to solve the problem. The City will then bill you for all of the City's costs of doing so. Any assignment by you of this document or your rights under this document is void unless the assignment is part of the sale or lien of your real property which is benefited by the improvements permitted by this document.


15. Ongoing Obligations. Expiration or other termination of permission does not terminate your obligations to the City under this document. Provided no event has occurred which would entitle City to indemnification or other protection under this document, your obligations to the City expire five years after you provide to the City a CERTIFICATE OF REMOVAL in a form acceptable to the City. Removal of your improvements requires a PERMISSION FOR WORK IN RIGHT-OF-WAY.

16. Miscellaneous. This document includes its exhibits. This document does not give you any exclusive rights. This document shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. This document constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements related thereto. This document does not waive or suspend any law, regulation or rule relating to your activities. This document does not create any partnership, joint venture or other relationship. This document is not specifically enforceable against City. All City reviews, inspections and approvals are solely for City's benefit.

17. PERMISSION GRANTED. Subject to the requirements of this document, Scottsdale Revised Code (including Chapter 47), and other requirements of law, the City of Scottsdale grants permission to the owner for the improvements described above to exist in the right-of-way. No deletions, additions or other changes to City's standard form of this document or other related

documents (including but not limited to required attachments) are effective against the City unless the changed document bears signatures by the Planning Customer Service Manager and the City Attorney approving the change.

Signed by:  \_\_\_\_\_  
for Owner

 \_\_\_\_\_  
for City of Scottsdale

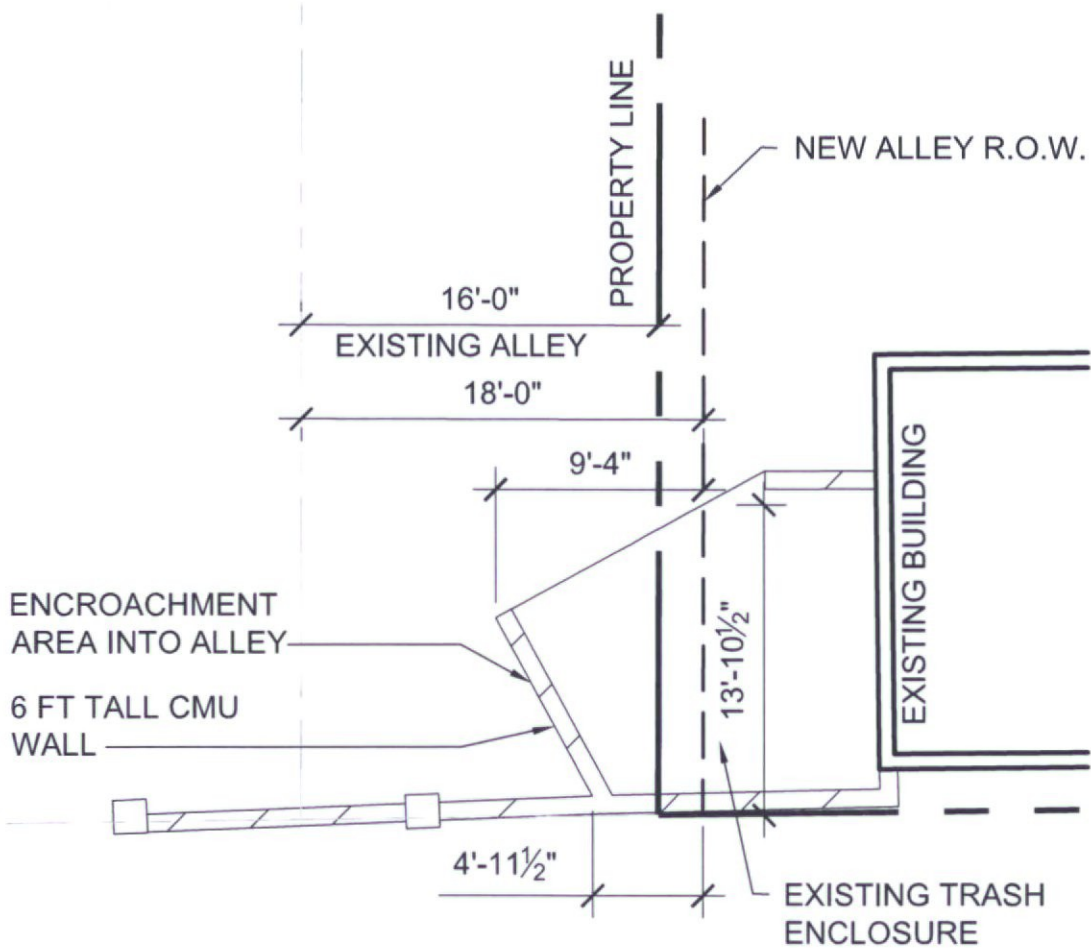
Walt Bradzinski  
City of Scottsdale Right-of-way Manager

Attachments:

Exhibit "A" showing plans for private improvements  
Exhibit "B" Legal description for project

# 2nd STREET HUB

3712 & 3720 N. SCOTTSDALE ROAD  
SCOTTSDALE, AZ



## EXISTING TRASH ENCLOSURE

# EXHIBIT A



**ARCHICON**  
Architecture & Interiors, L.C.

5055 E WASHINGTON STREET, SUITE 200  
PHOENIX, ARIZONA 85034  
(602) 222-4266  
FAX (602) 279-4305  
www.ARCHICON.COM

DRAWN BY: J. KOSKI  
DATE: 07-25-17

**EXHIBIT B**

LEGAL DESCRIPTION FOR PROJECT

All of those lots or parcels of land located in Maricopa County, Arizona, and more particularly described as follows:

Lots 1 and 2, of 2<sup>nd</sup> Street Commons, according to Book 1080 of Maps, page 47, records of Maricopa County, Arizona.

CONSENT

By: ZND SPALZ, LLC

I hereby consent to the PERMISSION FOR PRIVATE IMPROVEMENTS IN RIGHT-OF-WAY. I agree that its terms are binding on me and my interests in the property it describes. If I am not the named person or company, I warrant that I am a duly authorized agent for that person or company.

  
Signing for ZND SPALZ, LLC

State of Arizona  
County of Maricopa ) ss:

Acknowledged before me this 29<sup>th</sup> day of September, 2017 by Marko C. Burns

  
Notary Public

My Commission Expires:  
April 15, 2021



CONSENT

By: MidFirst Bank

I hereby consent to the PERMISSION FOR PRIVATE IMPROVEMENTS IN RIGHT-OF-WAY. I agree that its terms are binding on me and my interests in the property it describes. If I am not the named person or company, I warrant that I am a duly authorized agent for that person or company.

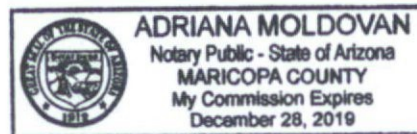
  
Signing for MidFirst Bank

State of Arizona )  
County of Maricopa ) ss:

Acknowledged before me this 29<sup>th</sup> day of September, 2017 by Kerix C. Lellig

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
12/29/17



WHEN RECORDED RETURN TO:  
( BEN MORIARTY )  
ONE STOP SHOP  
CITY OF SCOTTSDALE  
7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

PERMISSION FOR PRIVATE IMPROVEMENTS IN RIGHT-OF-WAY

Date: SEPTEMBER 29, 2017

PIR Permit No. CS4122

Project No. 18-DR-2017

Q.S. 16-44

Owner information:

Name of the person or entity who  
will own the improvement:

ZND SDALE, LLC

Name of person authorized to sign  
for owner

MARKO C BURNS (Title MANAGER)

Mailing address:

8300 N HAYDEN RO STE A200  
SCOTTSDALE, AZ 85258

Phone number:

(480) 368 - 0111

After hours phone:

(480) 368 - 0111

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2.1 You are installing an improvement on private land next to the right-of-way but no improvement of any type will be left in the right-of-way.

2.2 You are installing an improvement that is owned by City as part of an official City project.

2.3 You are installing an improvement for a public utility company that has a franchise agreement with the City which specifically allows the improvement in question to be located in the right-of-way.

2.4 The owner of the improvement has a recorded easement which specifically allows the improvement in question and was recorded in the Maricopa County Recorder's office before the right-of-way was dedicated.

3. Improvement Authorized. The specific improvement which is authorized by this document to exist in the right-of-way are canopies on the buildings that project in to the N. Scottsdale Rd. right-of-way.

Plans for the improvement **ARE X ARE NOT \_\_\_** attached as Exhibit "A". **(Check One.)**

4. Improvement Location. The location of the improvements within the right-of-way is on the east side of the N.Scottsdale Rd., on the first building located approximately 46 feet south of the centerline of E. 2nd St., and on the second building located approximately located approximately 170 feet south of the centerline of E. 2nd St.,

5. Fees. The City's Permission is not effective until you have paid the fees required by Chapter 47 of the Scottsdale Revised Code. For example, you must pay a fee for the City to issue this document. In addition, you must pay an additional fee upon each annual anniversary of this document. The amounts of the fees are subject to change.

6. Timing. This permission is revocable by the City with or without cause upon thirty days notice mailed to the owner's mailing address given above, or upon shorter notice if safety or the public interest requires. ~~Unless previously revoked, this permission expires on \_\_\_\_\_ 20\_\_.~~ (Strike previous sentence if not applicable.) This document does not grant, create or convey to you any real property interest in City right-of-way. You must remove all private improvements from the right-of-way within ten days after any termination of this permission.

7. Encroachment Permit. This document together with any PERMISSION TO WORK IN RIGHT-OF-WAY issued in connection with this improvement are an "encroachment permit" under Chapter 47 of Scottsdale Revised Code. Your obligations under this document do not replace or diminish any other obligations you may have to the City.

8. Construction Work. This document does not grant any permission to perform any construction work within the right-of-way. You must obtain a PERMISSION TO WORK IN RIGHT-OF-WAY each time you do any construction work in the right-of-way. In order to do any construction work in the right-of-way now or in the future, you will need a PERMISSION TO WORK IN RIGHT-OF-WAY covering the work you want to do. For example, this applies to all work to install, repair, remove and otherwise work on your improvements in the right-of-way at any time and for any reason, both before and after the permission given by this document terminates.

9. Improvement Standards. All improvements must meet City standards and the standards of the Maricopa Association of Governments. You are responsible to register your improvements with Blue Stake (phone (602) 263-1100). You must keep the improvements in good, safe, attractive, first rate condition at all times.

10. Hazardous Materials. You must not produce, dispose, transport, treat, use or store any hazardous waste or materials or toxic substance upon or about the right-of-way or any substance

subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances"). You must not use the right-of-way in a manner inconsistent with regulations issued by the Arizona Department of Health Service, or in a manner that would require a permit or approval from the Arizona Department of Health Services or any other governmental agency. You must pay, indemnify, defend and hold the City and its employees, officials and other agents harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the right-of-way attributable in any way to any activity pursuant to this document, and must immediately notify City of any Toxic Substance at any time discovered or existing upon the right-of-way.

11. Taxes. You are responsible for any and all taxes imposed on you or the City relating in any way to this document or your use of the right-of-way.

12. Liability. You are responsible for safety and lawfulness of all work done by anyone involving the improvements placed in the right-of-way pursuant to this document. This includes but is not limited to all work done under a PERMISSION TO WORK IN RIGHT-OF-WAY relating to this document. The risk of any and all injury or other harm to people or property in any way arising out of the improvements, any work involving the improvements or any legal claims relating to this document rests entirely on you. You must pay, indemnify, defend and hold the City harmless from any such harm the City may suffer, and from any claim of liability against the City for such harm to yourself, the City or others and any harm to any property. Your responsibilities under the preceding sentence also apply to City employees, officials and other agents.

13. Warranties. Your submitting this application to the City constitutes your representation and warranty to the City that:

13.1 You have proper authority to sign this document for the owner.

13.2 You are the owner or bona-fide authorized agent for the owner of the real property described on Exhibit "B" attached to this document which is the real property served by the improvement permitted by this document. The property must include the entire development project served by the improvement permitted by this document. (For example, if the improvement is an irrigation line for a golf course, the property must include the entire golf course; if the improvement is a sign for a shopping center, the property must include the entire shopping center.) Only the actual owner of the land or his bona-fide authorized agent may apply for this permission. Prior to the City signing this document, and prior to using right-of-way under this document, you must provide to the City a standard form of title insurance commitment meeting current City standards for evidence of title applicable to persons dedicating land to City.

13.3 All of the people who have or claim any interest in the land (including the owners of all interests required to be mentioned in the title commitment) have signed and notarized a copy of the CONSENT form on the back of this document and all of those CONSENT forms are stapled to this document before it is presented to the City for the City to sign. You are responsible to see that all of these people are correctly identified and have signed a consent form, whether or not they are listed on the title report. Without limitation, these people include:

13.3.1 Mortgage, deed of trust and other lien holders.

13.3.2 Option or purchase contract holders.

13.3.3 Tenants and subtenants.

13.3.4 All other people who have a right now or in the future, conditional or absolute, to occupy or possess the property.

13.4 You will maintain all insurance required by applicable provisions of the Scottsdale Revised Code. The insurance policies must be issued by a reputable and financially healthy company authorized to conduct insurance business in the State of Arizona. You are required to maintain the insurance as long as this documents is in effect whether or not the City asks you to renew or obtain insurance. The City must be a named insured under the policies.

13.5 You are familiar with the requirements of this document, Scottsdale Revised Code Chapter 47, and other ordinances, laws and regulations that may affect your project.

13.6 All statements made in this document or in applying for it are true.

13.7 You agree on behalf of your contractors and subcontractors to comply with the requirements of this document.

14. Enforceability. All requirements and other provisions of this document (including but not limited to the indemnity provisions) are personal obligations of the applicant and are also restrictive covenants running with the land enforceable by the City against the applicant, applicant's real property, and all persons who have consented to this document and against all of their heirs, successors and assigns. Termination of the obligations shall be prospective only and shall not release any liability then existing. If you fail to live up to any promise or other part of this document, the City has the right to pay or do whatever the City deems reasonably necessary to solve the problem. The City will then bill you for all of the City's costs of doing so. Any assignment by you of this document or your rights under this document is void unless the assignment is part of the sale or lien of your real property which is benefited by the improvements permitted by this document.

15. Ongoing Obligations. Expiration or other termination of permission does not terminate your obligations to the City under this document. Provided no event has occurred which would entitle City to indemnification or other protection under this document, your obligations to the City expire five years after you provide to the City a CERTIFICATE OF REMOVAL in a form acceptable to the City. Removal of your improvements requires a PERMISSION FOR WORK IN RIGHT-OF-WAY.

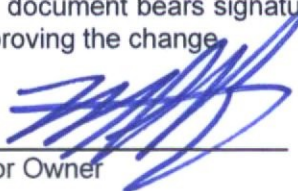
16. Miscellaneous. This document includes its exhibits. This document does not give you any exclusive rights. This document shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. This document constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements related thereto. This document does not waive or suspend any law, regulation or rule relating to your activities. This document does not create any partnership, joint venture or other relationship. This document is not specifically enforceable against City. All City reviews, inspections and approvals are solely for City's benefit.

17. PERMISSION GRANTED. Subject to the requirements of this document, Scottsdale Revised Code (including Chapter 47), and other requirements of law, the City of Scottsdale grants permission to the owner for the improvements described above to exist in the right-of-way. No deletions, additions or other changes to City's standard form of this document or other related

documents (including but not limited to required attachments) are effective against the City unless the changed document bears signatures by the Planning Customer Service Manager and the City Attorney approving the change.

Signed by:

for Owner



for City of Scottsdale



Walt Bratzinski

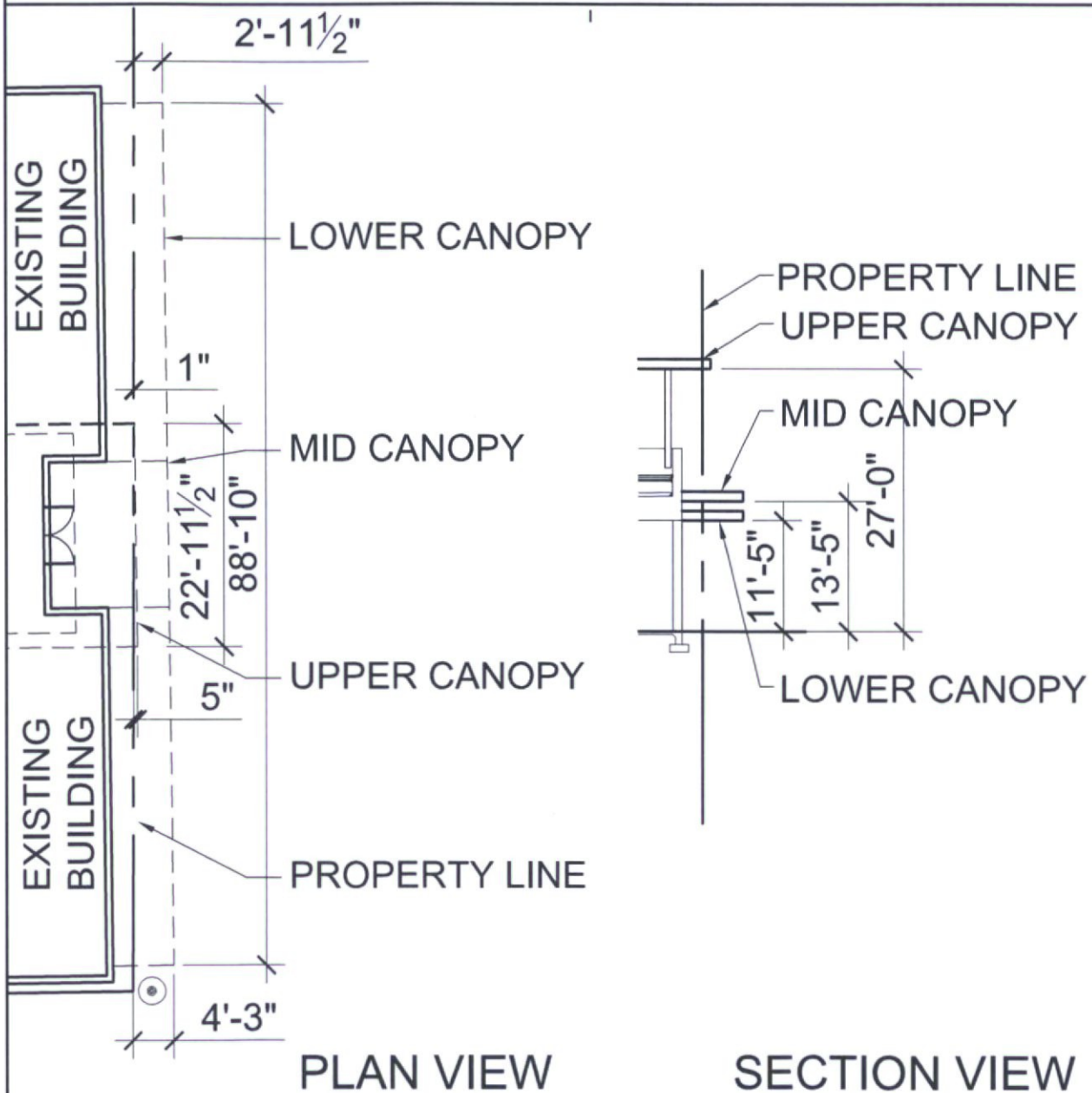
City of Scottsdale Right-of-way Manager

Attachments:

Exhibit "A" showing plans for private improvements  
Exhibit "B" Legal description for project

# 2nd STREET HUB

3712 & 3720 N. SCOTTSDALE ROAD  
SCOTTSDALE, AZ



## EXHIBIT A

3712 CANOPY / R.O.W.  
PAGE 1 OF 2



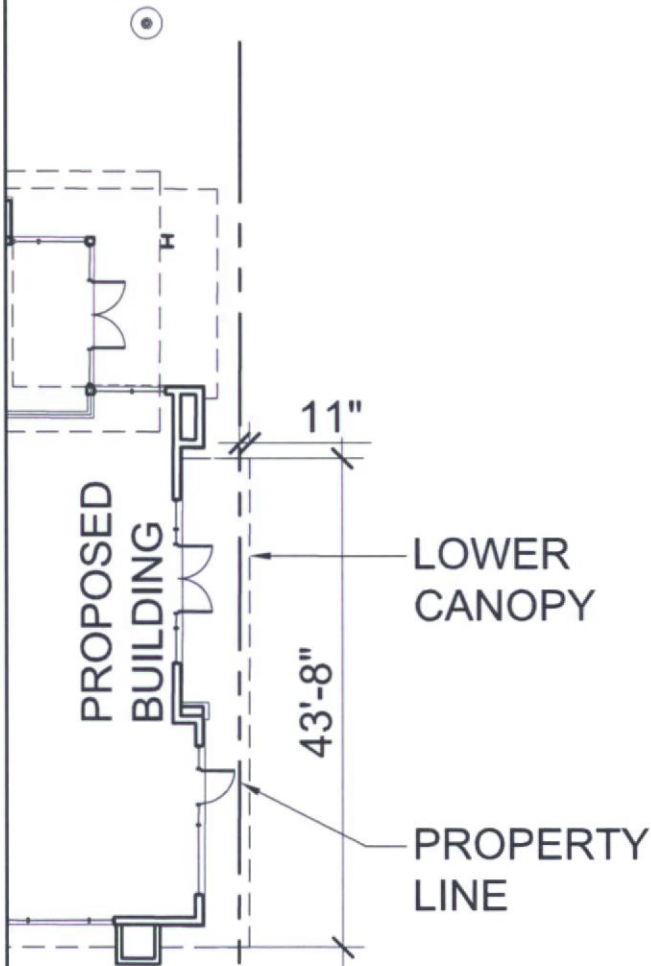
**ARCHICON**  
Architecture & Interiors, L.C.

5055 E WASHINGTON STREET, SUITE 200  
PHOENIX, ARIZONA 85034  
(602) 222-4266  
FAX (602) 279-4305  
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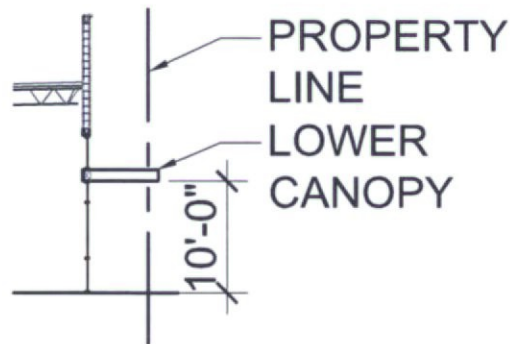
DRAWN BY: J. KOSKI  
DATE: 07-25-17

# 2nd STREET HUB

3712 & 3720 N. SCOTTSDALE ROAD  
SCOTTSDALE, AZ



PLAN VIEW



SECTION VIEW

## EXHIBIT A

3720 CANOPY / R.O.W.  
PAGE 2 OF 2



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DATE: 07-25-17

**EXHIBIT B**

LEGAL DESCRIPTION FOR PROJECT

All of those lots or parcels of land located in Maricopa County, Arizona, and more particularly described as follows:

Lots 1 and 2, of 2<sup>nd</sup> Street Commons, according to Book 1080 of Maps, page 47, records of Maricopa County, Arizona.



