

CITY COUNCIL REPORT



Meeting Date: February 10, 2026
General Plan Element: *Public Services, Facilities and Open Space*
General Plan Goal: *Provide city service facilities to meet the needs of the community.*

ACTION

Authorize License and Maintenance Agreement No. 2026-017-COS ADOPT Resolution No. 13585 authorizing License and Maintenance Agreement 2026-017-COS with CH Visconti at Camelback Communities, LLC for the installation of public improvements and maintenance of the turf on city property within the Indian Bend Wash located at the southwest corner of Camelback and Hayden Roads

BACKGROUND

CH Visconti at Camelback Communities, LLC ("Developer") owns property just west of the southwest corner of Camelback & Hayden Roads directly adjacent to the city-owned property. Developer entered into a Development Agreement with the City in Contract No. 2019-200-COS. Additionally, Developer's parcels were the subject of a proposed rezoning in Case No. 11-ZN-2019 to change the applicable zoning district for their parcels from Multi-Family Residential to Planned Unit Development Planned Shared Development.

On December 3, 2019, the City Council passed and adopted Ordinance 4431, which approved the Rezoning conditioned upon compliance with all stipulations set forth in Exhibit 1 to said ordinance. The Stipulations require Developer to, among other things, construct a multi-use pathway connection across the wash, and to improve the entire width of the Indian Bend Wash adjacent to the project, inclusive of the City Parcels, with turf and irrigation infrastructure, subject to various conditions outlined therein. The Stipulations further require Developer to enter into a license and maintenance agreement with the City to address maintenance responsibilities for the improvements, subject to various conditions outlined therein.

The purpose of this action is to authorize the approval of this License and Maintenance Agreement to fulfil the requirements set forth in the Stipulations.

Action Taken Approved on consent

18269487v2

ANALYSIS & ASSESSMENT

The City Attorney's Office and Real Estate worked with the various city departments and Developer to draft the license and maintenance agreement to address the installation and maintenance of the improvements as listed in the Stipulations attached to Ordinance 4431.

RESOURCE IMPACTS

Available Funding - No additional department funding would be required as part of this agreement.

Staffing, Workload Impact- No additional department impact is anticipated except for project review and occasional evaluation of the area.

Maintenance Requirements and Future Budget Implications- There would be a nominal budget savings by the department that is currently being expensed to mow and provide landscape services to this area.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

ADOPT Resolution No. 13585 authorizing License and Maintenance Agreement 2026-017-COS with CH Visconti at Camelback Communities LLC for the installation and maintenance of improvements on portions of city property within the Indian Bend.

Proposed Next Steps

If Council adopts Resolution No. 13585, the parties will execute the Agreement.

RESPONSIBLE DEPARTMENT(S)

Parks and Recreation and Preserve

STAFF CONTACT (S)

Chris Walsh, Deputy Parks and Recreation Director, (480) 312-7275 CWalsh@Scottsdaleaz.gov
Debbie Fisher, Real Estate Management Specialist, (480) 312-7853 DFisher@scottsdaleaz.gov

APPROVED BY



Nick Molinari, Senior Director Parks & Rec & Preserve

(480) 312-1011, nmolinar@scottsdaleaz.gov

1/27/26 10:01 MST

Date

ATTACHMENTS

- 1. Resolution No. 13585**
- 2. Location Map**
- 3. License and Maintenance Agreement**

RESOLUTION 13585

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE LICENSE AND MAINTENANCE AGREEMENT NO. 2026-017-COS BETWEEN THE CITY AND CH VISCONTI AT CAMELBACK COMMUNITIES LLC (LICENSEE).

WHEREAS, it is in the best interest of the City and CH Visconti to enter into License and Maintenance Agreement No. 2026-017-COS for the maintenance of improvements that are installed in the Indian Bend Wash adjacent to the Licensee's project.

NOW, THEREFORE, LET IT BE RESOLVED, by the Council of the City of Scottsdale as follows:

Section 1. That Mayor is authorized and directed to execute License and Maintenance Agreement No. 2026-017-COS.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute any other documents and take such other actions as are necessary to carry out the intent of this resolution.

Section 3. That the City Clerk is hereby directed to record License and Maintenance Agreement No. 2026-017-COS with the Maricopa County Recorder within ten (10) days of its execution by all parties.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this ____ day of _____, 2026.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:



Luis E. Santaella, Interim City Attorney
By: Joe Padilla, Deputy City Attorney



ATTACHMENT 2

PROJECT TITLE LOCATION MAP

DEPT. CPM	D.F. RAH	DATE 12/25	SCALE NTS	SHT. 1 OF 1
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WHEN RECORDED RETURN TO:
ONE STOP SHOP/RECORDS
CITY OF SCOTTSDALE
(Deborah Fisher, Real Estate Services)
7447 East Indian School Road, Suite 205
Scottsdale, AZ 85251

Contract No. 2026-017-COS
(Resolution No. 13585)
(11-ZN-2019 & 33-DR-2021)

LICENSE AND MAINTENANCE AGREEMENT

This LICENSE AND MAINTENANCE AGREEMENT ("Agreement") is made this ___ day of _____, 2026 (the "Agreement Date"), by and between CH Visconti at Camelback Communities, LLC, a Delaware limited liability company, ("Camelback" or "Licensee") and the City of Scottsdale, an Arizona municipal corporation ("City"). Licensee and the City each may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. On July 24, 1973, the City, acting through its Council, and the Maricopa County Flood Control District ("MCFCD"), acting through its Board of Directors, entered into an intergovernmental agreement bearing City Contract No. 970130 (the "MCFCD IGA"), wherein the City and MCFCD agreed to be jointly responsible for the design, construction, maintenance, operation, and repair of a flood control project known as the Indian Bend Wash Greenbelt Floodway Channel ("Indian Bend Wash"), as proposed by the United States Army Corps of Engineers ("USACE") and in accordance with regulations prescribed by the Secretary of the Army.

B. The City owns certain real property located in the City of Scottsdale, Maricopa County, Arizona, and more specifically within the Indian Bend Wash, as described and depicted on Exhibit A attached hereto ("City Parcels").

C. Licensee is the owner of certain real property located at the southwest corner of Camelback and Hayden Roads, adjacent to the City Parcels, ("Licensee's Parcels") and intends to develop such property in a project known as Gentry on the Green ("Project").

D. In connection with the Project, Licensee entered into a Development Agreement with the City, Contract No. 2019-200-COS, recorded at Document No. 2019-1028525 in the official records of Maricopa County Recorder's Office ("Development Agreement").

E. To facilitate the Project, Licensee's Parcels were the subject of a proposed rezoning in Case No. 11-ZN-2019 to change the applicable zoning district for Licensee's Parcels from Multi-Family Residential to Planned Unit Development Planned Shared Development ("Rezoning").

F. On December 3, 2019, the City Council passed and adopted Ordinance 4431, which approved the Rezoning conditioned upon compliance with all stipulations set forth in Exhibit 1 to said ordinance ("Stipulations").

G. The Stipulations require Licensee, among other things, to construct a multi-use pathway connection across the wash, and to improve the entire width of the Indian Bend Wash adjacent to the Project, inclusive of the City Parcels, with turf and irrigation infrastructure, subject to various conditions outlined therein (collectively, "Licensee Improvements"). The Stipulations further require Licensee to enter into a license agreement with the City to address maintenance responsibilities for the Licensee Improvements, subject to various conditions outlined therein.

H. The Parties intend that this Agreement will satisfy the above-referenced requirement in the Stipulations to enter into an agreement to address the maintenance responsibilities for the Licensee Improvements.

I. The Parties intend this Agreement be binding upon the Parties and their successors and assigns.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **License.** City grants Licensee and its employees, agents, and contractors a license for the Term (defined below) of this Agreement to enter onto the portions of the City Parcels described and depicted on Exhibit B attached hereto ("License Area"), to install, maintain, repair, and replace the Licensee Improvements as provided in this Agreement and in accordance with the Stipulations.

1.1. **Commencement of Licensee's Obligations.** Licensee's obligations under this Agreement with respect to the License Area shall begin (the "Commencement") on Licensee's seeking and receiving a permit for landscaping for the first building of the Project (the "Effective Date"). Licensee thereafter must complete the Improvements as required under the Stipulations. City or Licensee may confirm the Commencement by separate notice to the other Party, but the absence of such notice shall not affect the date of Commencement if the City issues a permit for landscaping as set forth above.

1.2. **No Real Property Interest.** Despite any provision in this Agreement to the contrary, and despite any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the Parties, Licensee's rights are limited to the License Area, and Licensee's rights in the License Area are limited to the specific limited license rights created by this Agreement, which creates only a revocable license in the License Area. The City and Licensee do not by this instrument intend to create a lease, easement, or other real property interest. Licensee will have no real property interest in the License Area.

2. **Term.** This Agreement shall be effective as of the Agreement Date and shall continue in perpetuity, running with the land, unless terminated as provided herein (the "Term"). The City reserves the right immediately to terminate this Agreement in its sole and absolute discretion if such termination is necessary to preserve and protect the health and safety of the public or to comply with any laws or regulations pertaining to the Indian Bend Wash.

3. **Approvals, Standards, and Subordination.**

3.1. **Approvals Required.** Before proceeding with any construction or installation on the City Parcels, the Licensee shall directly obtain any and all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the area involved in installing the turf, irrigation, and other authorized improvements, including without limitation, the City, USACE, MCFCD, and the local Blue Stake program.

3.2. **Safety Standards.** Licensee shall ensure that its activities and those of its employees, agents, contractors, and subcontractors, as applicable, in respect to this Agreement, are conducted in a manner that fully complies with City Code and safety standards in respect to work done in, on, or about the Indian Bend Wash and a multi-use path, whether such standards are officially adopted by the City or are operationally preferred. Licensee shall perform all maintenance of the City Parcels required pursuant to this Agreement and any additional maintenance of the City Parcels Licensee deems appropriate and prudent as permitted by this Agreement and do so at such times and in such a manner as to minimize any inconvenience to the public, consistent with required safety standards.

3.3. **Subordination.** This Agreement, as may be amended from time to time, shall be subject to and subordinate to the terms and conditions of the MCFCD IGA, including any renewal, amendment, or extension thereof. Further, if any provision of this Agreement conflicts with any provision of the MCFCD IGA or any regulations or requirements imposed by MCFCD, USACE, or the Secretary of the Army regarding the Indian Bend Wash, then the conflicting provision of this Agreement shall be deemed null and void and the Parties agree to meet and confer in good faith to amend this Agreement as necessary to eliminate any such conflict.

4. **Irrigation Improvements Installation and Maintenance; Water Service.**

4.1. **Installation of Irrigation Improvements.** Licensee shall install the Licensee Improvements: at its own cost; as provided in this Agreement; in accordance with the Stipulations; and subject to approval by the City's Parks and Recreation Department and the City's Planning and Development Services Department. The Licensee Improvements shall include, without limitation, an irrigation controller approved by the City that has the capability to monitor flow and operate a master valve and shall have the water metered separately from the rest of its property, so that a separate meter serves the City Parcels. Further, the Licensee shall ensure that the irrigation system is connected to water supply points of connection with an approved reduced pressure principal backflow prevention assembly installed per the 2020 City of Scottsdale Supplement to MAG Uniform Standard Details for Public Works Construction, effective December 10, 2020, as amended ("COS Standard Details"), COS Standard Details No. 2353 and No. 2354 inside a lockable steel enclosure. The irrigation backflow device must be a separate system dedicated to irrigation only and Licensee shall ensure that the City has access to the backflow device. The irrigation system must be installed according to City standards in the Indian Bend Wash, including the COS Standard Details No. 2626 through No. 2649 and the 2020 City of Scottsdale Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction, effective December 10, 2020, as amended, Section 440, Sprinkler Irrigation System Installation. City Contract Administrator shall have the right, but not obligation to, inspect the turf and irrigation system after installation and prior to Final Acceptance (defined in Section 5).

4.2. **Maintenance of Irrigation Improvements.** Licensee shall be responsible for all ongoing, regular maintenance and repair of the Licensee Improvements, in accordance with the maintenance standards set forth in Exhibit C attached hereto, except as otherwise provided in

this Agreement (the "Maintenance Obligations"). If not specifically outlined in Exhibit C, then such maintenance shall be on a schedule and frequency reasonably approved by the City Contract Administrator or designee, from time to time. Such maintenance shall be at no cost to the City, except for the City's water payment obligation set forth in Section 4.3 below. Notwithstanding the foregoing, the City will maintain, repair, and replace the irrigation water meter and backflow device, including testing of the backflow device. Licensee shall notify Scottsdale Water (480-312-5650) or the City Contract Administrator of any issues with the water meter requiring maintenance, and Licensee shall notify the City Irrigation Department (480-312-2189) or the City Contract Administrator of any issues with the irrigation backflow device requiring maintenance. Licensee shall be responsible for all ongoing, regular maintenance and repair of the irrigation system downstream of the backflow device, including, without limitation, any master valve, mainlines, valves, laterals, drips, sprinklers, and sprinkler heads. Additionally, Licensee shall maintain and schedule the irrigation clock.

4.3. **Water Conservation; Water Service and Responsibility for Payment.**

Licensee acknowledges that the conservation of water is an important policy of the City and State of Arizona and, therefore, the Licensee shall adhere to the Arizona Department of Water Resources ("ADWR") watering guidelines for cool and warm season turf as set forth in the current version of the Management Plan for the Phoenix Active Management Area or any more stringent limitations that may be adopted by the City or any other regulatory authority from time to time. Upon installation, City shall supply, or cause to be supplied, and pay for the water used on the City Parcels up to the ADWR/Management Plan allotment, which is currently 4.75-acre feet of water per acre of turf per year. Although Licensee shall not be required to apply any additional water to the City Parcels, if Licensee does so, Licensee will be responsible for any payments exceeding the ADWR/Management Plan allotment and shall pay City within 30 days of invoice for any such overages. Additionally, the City Contract Administrator has the sole right to determine whether Licensee may, or shall be required to, oversee the City Parcels. As of the date of this Agreement, Licensee shall not oversee the City Parcels.

5. **Ownership of Installed Improvements.** City and Licensee agree that all Licensee Improvements shall, upon final acceptance of said Licensee Improvements ("Final Acceptance"), be deemed real property and a part of the License Area. Final Acceptance shall occur no earlier than ten (10) days after Licensee submits evidence of completion of Licensee's Improvements to the City, in accordance with the City's ordinances, rules, and procedures, and Licensee completes any repair work required by the City so that Licensee receives the auto-generated "Acceptance of Public Improvements" letter sent by the City. Licensee acknowledges that this auto-generated letter is sent by the City's permitting system program to close out the permit and any "accepted into the City maintenance system" verbiage is null and void, and that the terms and conditions of this Agreement, as amended from time to time, supersede the "accepted into the City maintenance system" verbiage in said letter. City shall have no obligation to reimburse Licensee for all or any portion of the cost or value of any Licensee Improvements, and the City's acceptance of ownership of the Licensee Improvements shall not negate any maintenance responsibilities of Licensee as described in this Agreement.

6. **Future Capital Improvements.** Licensee is only obligated to install and reasonably maintain the Licensee Improvements as provided in this Agreement. After initial installation, any future capital improvements concerning the Licensee Improvements will be the City's responsibility.

7. **Event of Default.** If either Party breaches or fails to perform its obligations under this Agreement, and such breach or non-performance is not cured within five (5) days after written notice to the other Party with respect to any breach or non-performance, or within 24 hours after written notice to the other Party with respect to a breach or non-performance that is deemed a health or safety issue (e.g., a hazard on the multi-use path), it shall be an "Event of Default"; provided that in the case of a breach or non-performance that is not a health or safety issue and that cannot reasonably be cured within the five-day period, it shall not be an "Event of Default" as long as the breaching Party commences cure of such breach or non-performance within said five-day period and thereafter diligently prosecutes such cure to completion.

8. **Remedies.** Following an Event of Default, the non-defaulting Party shall be entitled to exercise any and all remedies available at law or equity, including without limitation the remedy of specific performance.

9. **Communication.** The Contract Administrators (as defined in Section 14.1 below) shall meet or communicate as needed throughout the term of this Agreement to discuss matters of mutual concern and interest related to the maintenance of the City Parcels. By December 31 of each year or more frequently if there are changes, Licensee shall furnish to the City the contact information, including phone number, email address, and emergency contact information, for the Licensee Contract Administrator.

10. **Non-waiver.** No failure by either Party to demand any performance required under this Agreement, and no acceptance by either Party of any imperfect or partial performance under this Agreement, shall impair in any way such Party's ability to insist, prospectively, upon full compliance with this Agreement. No acceptance by either Party of any performance hereunder shall be deemed a compromise or settlement of any right such Party may have for additional or further payments or performances. Any waiver shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent either Party from giving notice of default or declaring any Event of Default for any succeeding or continuing breach.

11. **Indemnification.** To the fullest extent permitted by law, Licensee, its successors, assigns, and guarantors, shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out of, or resulting from any acts, errors, mistakes, or omissions or negligent, reckless, or intentional actions caused in whole or part by Licensee relating to work or services in the performance of the Maintenance Obligations under this Agreement, including but not limited to, any contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Licensee's, contractors', and subcontractors' agents or employees.

12. **Licensee's Insurance.** Licensee shall provide insurance to City as set out in Exhibit D attached hereto. The insurance provisions set forth in Exhibit D are separate and independent from the indemnity provision of Section 11 above and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

13. **Assignability.** This Agreement is not assignable by Licensee, and any attempted assignment shall be void and vest no rights in the purported assignee, unless the assignment is made in strict compliance with this Section 13.

13.1. **Assignments Affected.** Every assignment of Licensee's interest in the License Area or this Agreement or any of Licensee's rights or interests hereunder is prohibited unless Licensee first receives the City's written consent to the assignment. All references in this Agreement to assignments by Licensee, or to assignees, shall be deemed also to apply to all of the following transactions, circumstances, and conditions and to all persons claiming any rights or obligations pursuant to such transactions, circumstances, and conditions:

13.1.1. Any voluntary or involuntary assignment, conveyance, or transfer of the License Area or any interest therein or any rights under this Agreement, in whole or in part.

13.1.2. Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, deed of trust, claim, or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance, or removal, or otherwise affecting the License Area (collectively "Liens").

13.1.3. The use, occupation, management, control, or operation of the License Area or any part thereof by others.

13.1.4. Any transfer of membership interests, corporate stock, or any other direct or indirect transfer of the ownership, management, or control of Licensee. The preceding sentence excludes the transfer of stock, regardless of quantity, if Licensee is a corporation whose stock is regularly traded on a national stock exchange or is regularly traded in the over-the-counter market and quoted on NASDAQ.

13.1.5. Any assignment by Licensee for the benefit of creditors, voluntary or involuntary.

13.1.6. A Licensee insolvency.

13.1.7. The occurrence of any of the foregoing by operation of law or otherwise.

13.1.8. The occurrence of any of the foregoing with respect to any assignee or other successor to Licensee.

13.2. **Assignment Remedies.** Any attempted assignment without the City's consent shall be void and shall not result in the assignee obtaining any rights or interests in, under, or related to this Agreement. The City may, in its sole discretion and in addition to all other remedies available to the City under this Agreement or otherwise, and in any combination thereof, terminate this Agreement or declare the attempted assignment to be void, all without prejudicing any other right or remedy of the City under this Agreement. No cure or grace periods shall apply to assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the City's consent.

13.3. **Effect of Assignment.** Prior to any assignment, each assignee must execute an assumption of this Agreement in a form acceptable to the City. No action or inaction by the City shall be deemed a waiver of the prohibition on assignments or any other provision of this Agreement, or the acceptance of the assignee, sublicensee, or occupant as Licensee, or a release of Licensee from

the further performance by Licensee of the provisions of this Agreement. Consent by the City to an assignment shall not relieve the successor Licensee from obtaining the City's consent to any further assignment.

14. **Miscellaneous.**

14.1. **Contract Administrators.** The contract administrator for the City ("City Contract Administrator") is the Deputy Parks and Recreation Director (currently, Chris Walsh) or designee, who can be contacted at 480-312-7275. The City Contract Administrator shall oversee the execution and administration of this Agreement. Licensee's contract administrator is Mat Moiseve or other designee at Licensee's discretion, who can be contacted at 858-255-9006 and who will serve as a point of contact for the City Contract Administrator in matters relating to this Agreement. The Parties shall notify each other if they change their contract administrator or if contact information changes.

14.2. **Notice.** Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representative of the other Party, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective Parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five calendar days from the date of mailing, whichever occurs first. If a copy of the notice is also given to a Party's counsel or other recipient, the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

City
City of Scottsdale Parks,
Recreation & Preserves
7447 East Indian School Road
Suite 300
Scottsdale, AZ 85251
ATTN: Deputy Parks & Recreation Director

Licensee
CH Visconti at Camelback
Communities, LLC
C/O ColRich
444 West Beech Street, Suite 300
San, Diego, CA 92101
ATTN: Mat Moiseve, Director
Forward Planning

Copy to:

Real Estate Department
City of Scottsdale
7447 E. Indian School Rd., Suite 205
Scottsdale, AZ 85251
ATTN: Real Estate Asset Manager

ColRich
444 West Beech Street, Suite 300
San Diego, CA 92101
ATTN: Cristal Gerrick, Director
Litigation & Risk Management

City Attorney
City of Scottsdale
3939 North Drinkwater Boulevard
Scottsdale, AZ 85251

14.3. **Change in Ownership.** If there is a change in the ownership of the Licensee's Parcels, Licensee or its successor shall notify the City in writing of such change within 15 days of its occurrence. Such notification shall include a contact person for the new entity, and contact information including email address, street address, and telephone number. The City shall notify Licensee of any change in ownership of the City Parcels within 30 days of its occurrence.

14.4. **Exhibits**. All Exhibits specifically stated to be attached hereto are incorporated into this Agreement by this reference.

14.5. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, and memoranda or representation.

14.6. **Severability**. If any provision of this Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, that provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties to the greatest extent possible. In any event, the remaining provisions of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. In accordance with the provisions of A.R.S. § 41-194.01, if the Attorney General gives notice to the City that any provision of this Agreement violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Agreement, and the City and Licensee shall, within 10 calendar days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the City may terminate this Agreement immediately.

14.7. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its choice of law principles; provided, however, to the extent that Federal laws of the United States control interpretation or enforcement of this Agreement, such Federal law shall control. Suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona

14.8. **No Partnership**. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture, or similar relationship between the Parties.

14.9. **Nature of Agreement**. The provisions of this Agreement are unconditional, irrevocable, and legally binding and enforceable agreements, conditions, and restrictions running with the land against the Parties and all successors and assigns of the Parties.

14.10. **Headings**. The headings of the sections of this Agreement are for reference and convenience only and shall not be considered in interpreting this Agreement.

14.11. **Cancellation for Conflict of Interest**. Pursuant to A.R.S. § 38-511 and subject to the limitations set forth therein, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either Party is, at any time while this Agreement is in effect, an employee of the other Party in any capacity, or a consultant to the other Party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received by Licensee unless the notice specifies a later time. If this Agreement is terminated pursuant to such statute, all rights, obligations, and remedies available to either Party as of the original execution date of this Agreement shall once again be available, with all relevant statutes of limitation or deadlines being tolled from the execution date through the date of termination.

14.12. **Attorneys' Fees, Costs, and Expenses.** If any action, suit, or proceeding is brought in a court of law or forum of arbitration by either Party to enforce compliance with this Agreement, to exercise any rights or remedies under this Agreement, or to declare the rights of the Parties to this Agreement, the Party that does not prevail shall pay to the prevailing Party all costs and expenses of such action, arbitration, suit, or proceeding, together with such sum as the court or arbitrator (and not the jury), as applicable, may adjudge reasonable as attorneys' and/or arbitrators' fees to be allowed in said suit, action, or proceeding, in addition to any other relief to which said Party may be entitled.

14.13. **No Third-Party Beneficiaries.** Unless otherwise expressly provided in this Agreement, no person or entity shall be a third-party beneficiary to this Agreement.

14.14. **Non-appropriation of Funds.** This section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. Each year, the City Parks and Recreation Department shall make a timely request to the Scottsdale City Council for the funds necessary to meet the City's obligations under this Agreement. If funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by giving notice to Licensee. The City agrees to use its best efforts to give notice of such termination to Licensee at least 30 days prior to the end of the City's then-current fiscal period. Termination in accordance with this provision will not constitute a breach of this Agreement by the City. No person will be entitled to any compensation, damages, or other remedy from the City if this Agreement is terminated pursuant to the terms of this section; although if this Agreement is terminated by City pursuant to this paragraph, Licensee shall be relieved of all further obligations under this Agreement and shall be deemed to have fulfilled its obligations under this Agreement and the related provisions of the Stipulations.

14.15. **Boycott of Israel.** To the extent applicable, by executing this Agreement, Licensee certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, boycott activities proscribed by A.R.S. §§ 35-393 *et seq.*

14.16. **Arizona Legal Workers Act.** Under the provisions of A.R.S. § 41-4401, Licensee warrants to the City that Licensee and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Licensee, and all its subcontractors now comply with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty by Licensee or any of its subcontractors will be considered a material breach of this Agreement and may subject Licensee or subcontractor to penalties up to and including termination of this Agreement or any subcontract. Licensee will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Licensee's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered by the City as a material breach of this Agreement.

The City retains the legal right to inspect the papers of any employee of Licensee or any subcontractor who works on this Agreement to ensure that Licensee or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Licensee and any of its subcontractors to ensure compliance with this warranty. Licensee agrees to indemnify, defend, and hold the City harmless for, from, and against all losses and liabilities arising from any and all violations of these statutes.

14.17. **Amendments.** All amendments, modifications, revisions, or additions to this Agreement must be in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and Licensee.

14.18. **Authority.** The Parties represent and warrant to one another that the undersigned have full power and authority to enter into this Agreement on behalf of the entity for which each has signed and that all necessary actions have been taken to give full force and effect to this Agreement.

14.19. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

14.20. **Electronic Signatures.** The Parties agree that the electronic signature of a Party to this Agreement shall be valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. For purposes hereof: (a) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (b) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (PDF) or other replicating image attached to an electronic mail or internet message.

[SIGNATURES ON FOLLOWING PAGES]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On January 6, 2026 before me, Kathryn Elizabeth Andrews, Notary Public
(insert name and title of the officer)

personally appeared Dan Gabriel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kate [Signature] (Seal)



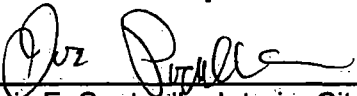
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:



Luis E. Santaella, Interim City Attorney
By: Joe Padilla, Deputy City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this ___ day of _____,
2026, by Lisa Borowsky, Mayor of the City of Scottsdale, an Arizona municipal
corporation.

My Commission Expires:

Notary Public

**Exhibit A
Description and Depiction of City Parcels**

**Legal Description
APN: 173-53-003D**

Parcel 3 and Parcel 4 as described in Docket 8963, Page 284, Maricopa County Records, lying within the south half of the northeast quarter of the southeast quarter of Section 23, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section, from which the center of said Section 23, a brass cap in handhole, bears North 89°31'30" West, a distance of 2626.02 feet;

Thence along the east line of the southeast quarter of said Section 23, South 00°00'09" West, a distance of 661.28 feet, to the south line of the north half of the south half of the northeast quarter of the southeast quarter of said Section 23;

Thence leaving said east line, along said south line, North 89°33'12" West, a distance of 168.82 feet, to the beginning of a non-tangent curve, concave southeasterly, having a radius of 1676.26 feet, whose radius bears South 63°52'47" East and the **Point of Beginning**;


Thence southwesterly along said Parcel 3 and 4 and said curve, an arc length of 520.45 feet, through a central angle of 17°47'21", to the south line of the south half of the northeast quarter of the southeast quarter of said Section 23;

Thence along said south line, North 89°33'44" West, a distance of 141.23 feet, to a point on a non-tangent curve, concave southeasterly, having a radius of 1816.26 feet, whose radius bears South 82°16'51" East and to the westerly line of said Parcel 4;

Thence northeasterly along the westerly line of said Parcel 3 and 4 and said curve, an arc length of 516.59 feet, through a central angle of 16°17'47", to the south line of the north half of the south half of the northeast quarter of the southeast quarter of said Section 23;

Thence along said south line, South 89°33'12" East, a distance of 153.98 feet, to the **Point of Beginning**.

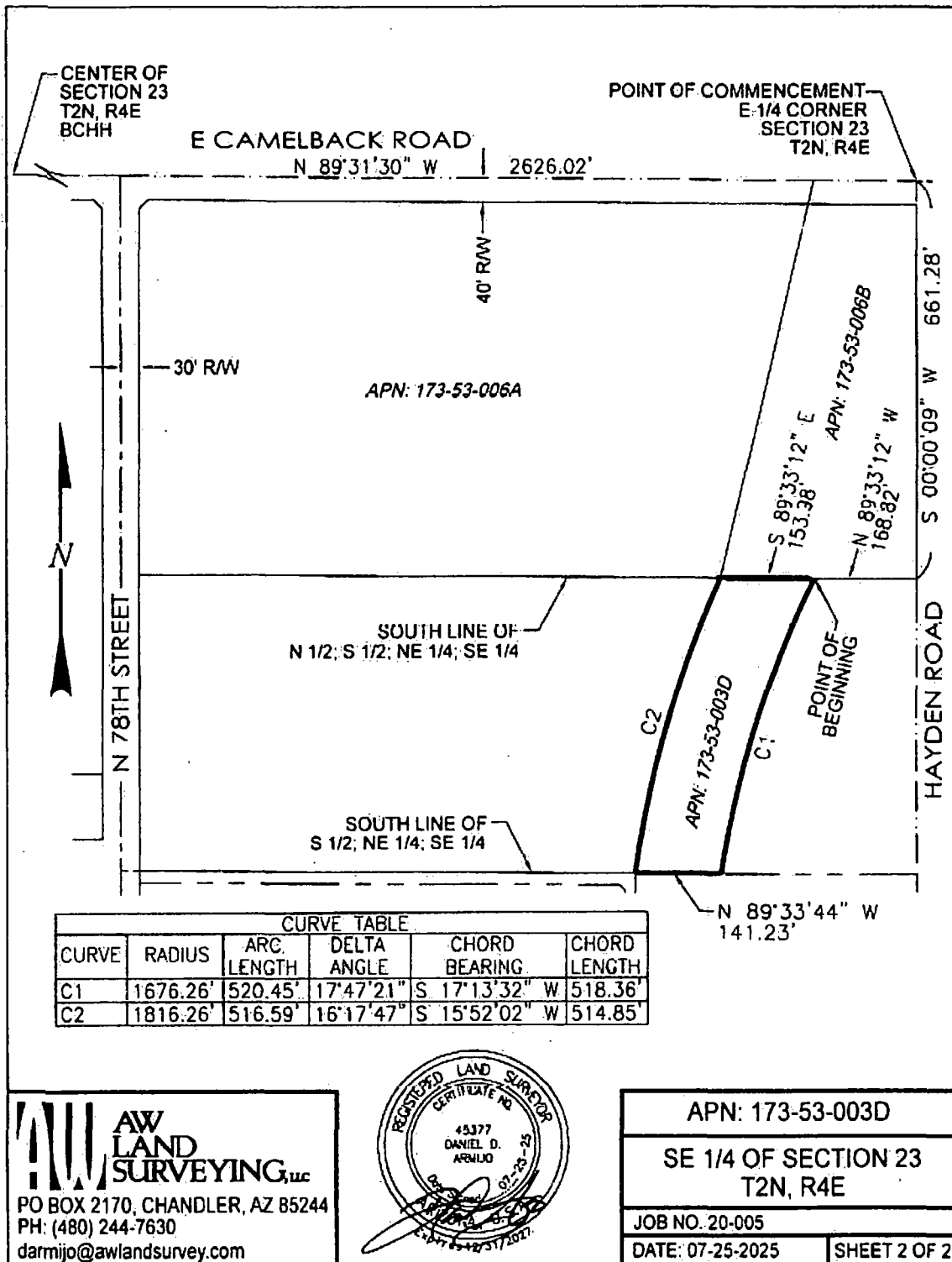
Containing 72,580 Square Feet or 1.67 Acres more or less.



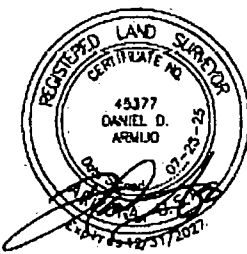
**AW
LAND
SURVEYING, LLC**

P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
David Hargrove, CSTIII, (480) 298-4900





AW LAND SURVEYING, LLC
 PO BOX 2170, CHANDLER, AZ 85244
 PH: (480) 244-7630
 darmijo@awlandsurvey.com

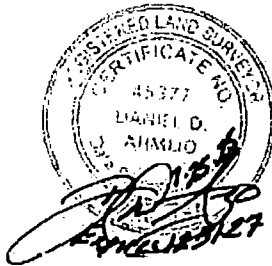


APN: 173-53-003D
SE 1/4 OF SECTION 23
T2N, R4E
 JOB NO. 20-005
 DATE: 07-25-2025 SHEET 2 OF 2

APN 173-53-003D
Closure Report
Fri, Jul 25 2025 8:01:41 AM

Northing	Easting	Bearing	Distance
909567.10	702209.62		
Radius: 1676.26 Chord: 518.36 Degree: 3°25'05" Dir: Left			
Length: 520.45 Delta: 17°47'21" Tangent: 262.33			
Chord BRG: S 17°13'32" W Rad-In: S 63°52'47" E Rad-Out: S 81°40'08" E			
Radius Point: 908829.12, 703714.69			
909071.99	702056.12		
N 89°33'44" W 141.23			
909073.07	701914.69		
Radius: 1816.26 Chord: 514.85 Degree: 3°09'17" Dir: Right			
Length: 516.59 Delta: 16°17'47" Tangent: 260.05			
Chord BRG: N 15°52'02" E Rad-In: S 82°16'51" E Rad-Out: S 65°59'04" E			
Radius Point: 908829.12, 703714.69			
909568.30	702055.65		
S 89°33'12" E 153.98			
909567.10	702209.62		

Closure Error Distance > 0.0001 Error Bearing > S 89°33'12" E
Closure Precision > 1 in 16372054.6 Total Distance > 1332.25
Area: 72580.26 sq. ft, 1.67 acres



Legal Description
APN: 173-53-006B

A portion of that certain parcel of land described in Document No. 1983-021673, Maricopa County Records, lying within the south half of the northeast quarter of the southeast quarter of Section 23, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section, from which the center of said Section 23, a brass cap in handhole, bears North 89°31'30" West, a distance of 2626.02 feet;

Thence along the east line of the southeast quarter of said Section 23, South 00°00'09" West, a distance of 40.00 feet, to the **Point of Beginning**;

Thence continuing, South 00°00'09" West, a distance of 621.28 feet, to the south line of the north half of the south half of the northeast quarter of the southeast quarter of said Section 23;

Thence along said south line, North 89°33'12" West, a distance of 322.79 feet, to the westerly line of said parcel;

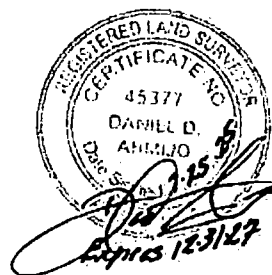
Thence along said westerly line, North 13°01'58" East, a distance of 636.65 feet, to the southerly right-of-way line of Camelback Road;

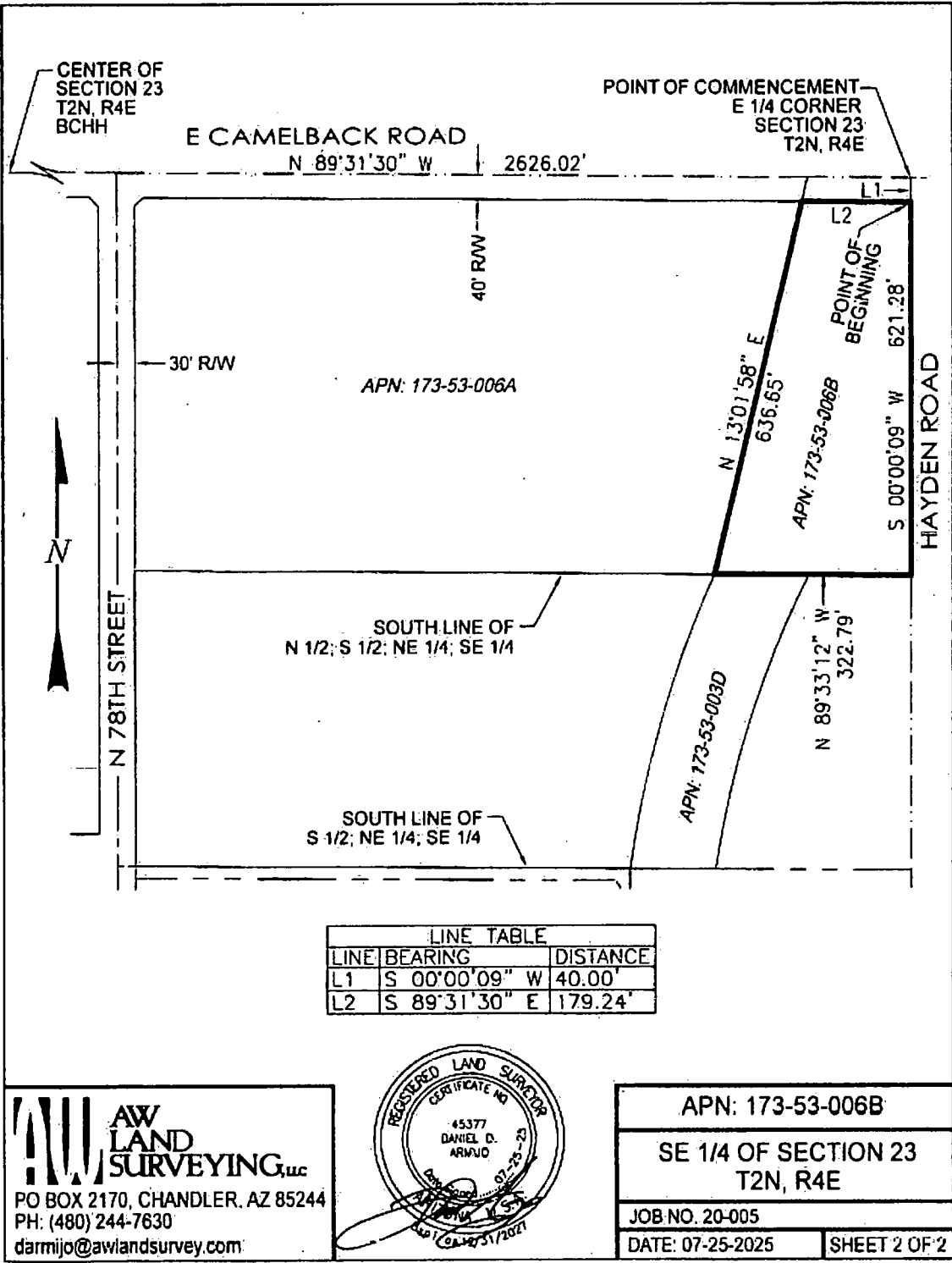
Thence along said southerly right-of-way line, South 89°31'30" East, a distance of 179.24 feet, to the **Point of Beginning**.

Containing 155,962 Square Feet or 3.58 Acres more or less.



P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
David Hargrove, CSTIII, (480) 298-4900





APN 173-53-006B
Closure Report
Fri, Jul 25 2025 8:48:58 AM

Northing	Easting	Bearing	Distance
910187.07	702378.46	S 00°00'09" W	621.28
909565.79	702378.43	N 89°33'12" W	322.79
909568.30	702055.65	N 13°01'56" E	636.65
910188.55	702199.22	S 89°31'30" E	179.24
910187.07	702378.46		

Closure Error Distance > 0.0001 Error Bearing > S 89°31'30" E
Closure Precision > 1 in 30946060.3 Total Distance > 1759.97
Area: 155961.98 sq ft, 3.58 acres



**EXHIBIT B
License Area**

**Legal Description
A portion of
APN: 173-53-003D**

A portion of Parcel 3 and Parcel 4 as described in Docket 8963, Page 284, Maricopa County Records, lying within the south half of the northeast quarter of the southeast quarter of Section 23, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section, from which the center of said Section 23, a brass cap in handhole, bears North 89°31'30" West, a distance of 2626.02 feet;

Thence along the east line of the southeast quarter of said Section 23, South 00°00'09" West, a distance of 661.28 feet, to the south line of the north half of the south half of the northeast quarter of the southeast quarter of said Section 23;

Thence leaving said east line, along said south line, North 89°33'12" West, a distance of 188.37 feet, to the **Point of Beginning**;

Thence South 15°17'12" West, a distance of 58.90 feet, to the beginning of a curve, concave northwesterly, having a radius of 995.00 feet;

Thence southwesterly along said curve, an arc length of 104.73 feet, through a central angle of 6°01'51";

Thence South 21°19'03" West, a distance of 66.22 feet, to the beginning of a curve, concave southeasterly, having a radius of 1055.00 feet;

Thence southwesterly along said curve, an arc length of 125.77 feet, through a central angle of 6°49'50";

Thence South 14°29'13" West, a distance of 162.79 feet, to the southerly line of said parcel

Thence along said southerly line, North 89°33'44" West, a distance of 123.34 feet, to the westerly line of said parcel, a point on a non-tangent curve, concave southeasterly, having a radius of 1816.26 feet, whose radius bears South 82°16'51" East;

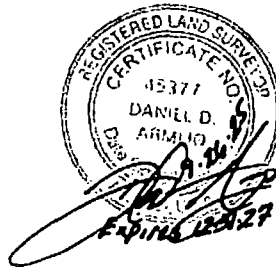
Thence along said westerly line, northeasterly along said curve, an arc length of 516.59 feet, through a central angle of 16°17'47", to the northerly line of said parcel;

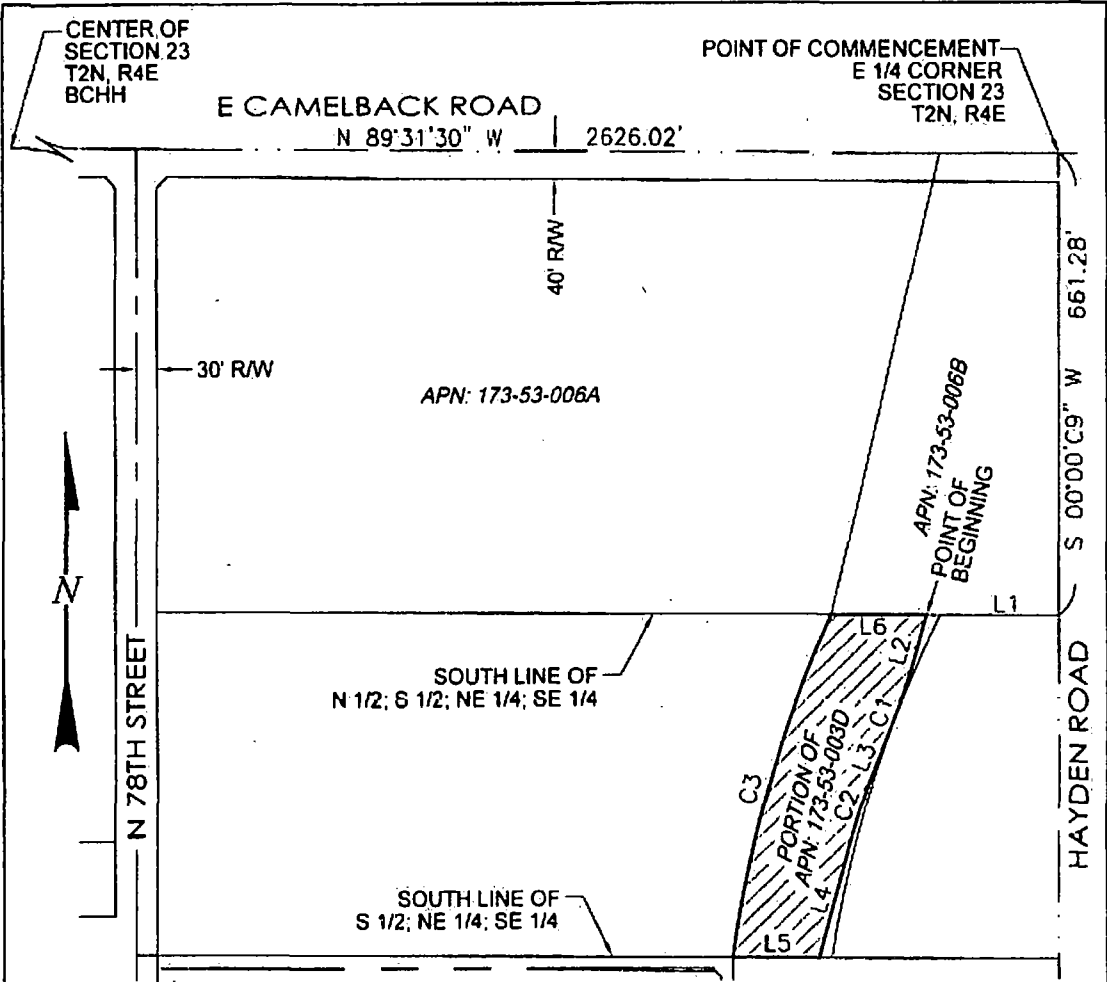
Thence along said northerly line, South 89°33'12" East, a distance of 134.42 feet, to the **Point of Beginning**.

Containing 68,741 Square Feet or 1.58 Acres more or less.



P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
David Hargrove, CSTIII, (480) 298-4900

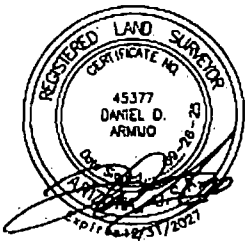




CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	995.00'	104.73'	6°01'51"	S 18°18'07" W	104.68'
C2	1055.00'	125.77'	6°49'50"	N 17°54'08" E	125.70'
C3	1816.26'	516.59'	16°17'47"	S 15°52'02" W	514.85'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°33'12" W	188.37'
L2	S 15°17'12" W	58.90'
L3	S 21°19'03" W	66.22'
L4	S 14°29'13" W	162.79'
L5	N 89°33'44" W	123.34'
L6	S 89°33'12" E	134.42'

AW LAND SURVEYING, LLC
 PO BOX 2170, CHANDLER, AZ 85244
 PH: (480) 244-7630
 darmijo@awlandsurveying.com

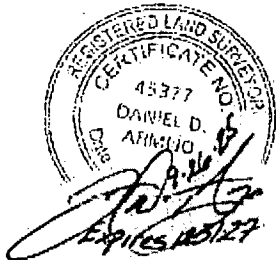


PORTION OF APN: 173-53-003D
SE 1/4 OF SECTION 23 T2N, R4E
 JOB NO. 20-005
 DATE: 09-26-2025 SHEET 2 OF 2

Closure Report
Fri, Sep 26 2025 3:03:53 PM

Northing	Easting	Bearing	Distance
909567.25	702190.07	S 15°17'12" W	58.90
909510.44	702174.54	Radius: 995.00 Chord: 104.68 Degree: 5°45'30" Dir: Right Length: 104.73 Delta: 6°01'51" Tangent: 52.41 Chord BRG: S 18°18'07" W Rad-In: N 74°42'48" W Rad-Out: N 68°40'57" W Radius Point: 909772.77,701214.74	
909411.05	702141.66	S 21°19'03" W	66.22
909349.36	702117.59	Radius: 1055.00 Chord: 125.70 Degree: 5°25'51" Dir: Left Length: 125.77 Delta: 6°49'50" Tangent: 62.96 Chord BRG: S 17°54'08" W Rad-In: S 68°40'57" E Rad-Out: S 75°30'47" E Radius Point: 908965.83,703100.41	
909229.75	702078.95	S 14°29'13" W	162.79
909072.13	702038.22	N 89°33'44" W	123.34
909073.07	701914.89	Radius: 1816.26 Chord: 514.85 Degree: 3°09'17" Dir: Right Length: 516.59 Delta: 16°17'47" Tangent: 260.05 Chord BRG: N 15°52'02" E Rad-In: S 82°16'51" E Rad-Out: S 65°59'04" E Radius Point: 908829.12,703714.69	
909568.30	702055.65	S 89°33'12" E	134.42
909567.25	702190.07		

Closure Error Distance> 0.0000 Error Bearing> S 89°33'14" E
Closure Precision> 1 in 180112192.0 Total Distance> 1292.77
Area: 68741.00 sq ft, 1.58 acres



**Legal Description
A portion of
APN: 173-53-006B**

A portion of that certain parcel of land described in Document No. 1983-021673, Maricopa County Records, lying within the south half of the northeast quarter of the southeast quarter of Section 23, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section, from which the center of said Section 23, a brass cap in handhole, bears North 89°31'30" West, a distance of 2626.02 feet;

Thence along the north line of the southeast quarter of said Section 23, North 89°31'30" West, a distance of 170.00 feet;

Thence leaving said north line, South 13°01'58" West, a distance of 40.98 feet, to the southerly right-of-way line of Camelback Road;

Thence leaving said southerly right-of-way line, along the westerly line of said parcel of land described in Document No. 1983-021673, MCR, South 13°01'58" West, a distance of 55.30 feet, to the **Point of Beginning**;

Thence leaving said westerly line, South 76°58'02" East, a distance of 42.32 feet;

Thence North 35°53'39" East, a distance of 72.45 feet, to the beginning of a non-tangent curve, concave northeasterly, having a radius of 124.40 feet, whose radius bears North 64°19'16" East;

Thence southeasterly along said curve, an arc length of 75.90 feet, through a central angle of 34°57'26", to the beginning of a non-tangent curve, concave southwesterly, having a radius of 116.96 feet, whose radius bears South 71°41'51" West;

Thence southeasterly along said curve, an arc length of 73.42 feet, through a central angle of 35°58'05";

Thence South 14°10'59" West, a distance of 98.49 feet;


Thence South 15°17'03" West, a distance of 187.58 feet;

Thence South 15°17'12" West, a distance of 221.23 feet, to the southerly line of said parcel;

Thence along said southerly line, North 89°33'12" West, a distance of 134.42 feet, to the westerly line of said parcel;

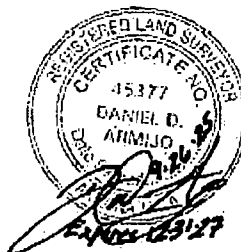
Thence along said westerly line, North 13°01'58" East, a distance of 581.35 feet, to the **Point of Beginning**.

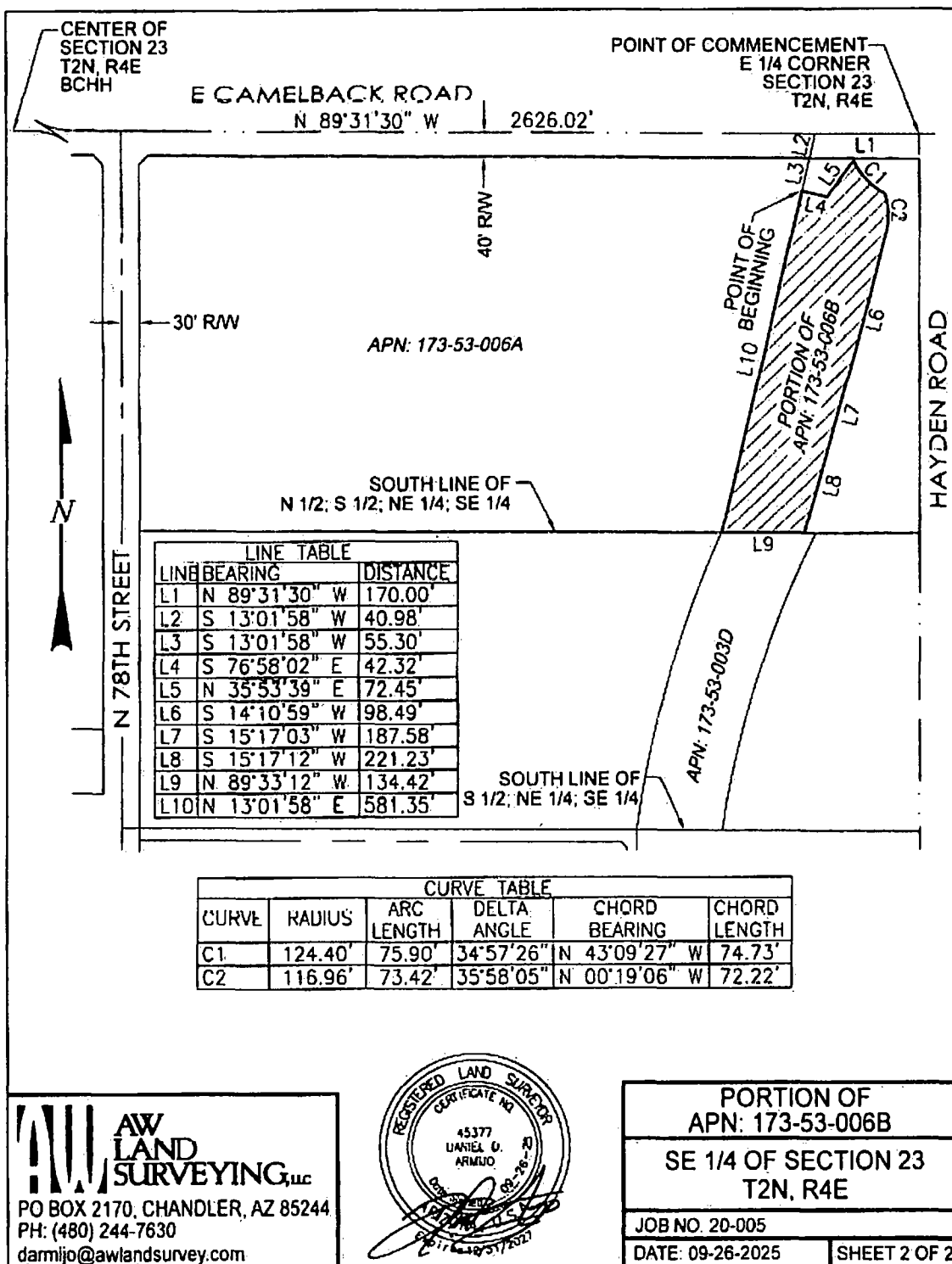
Containing 83,738 Square Feet or 1.92 Acres more or less.



**AW
LAND
SURVEYING, LLC**

P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
David Hargrove, CSTIII, (480) 298-4900





Closure Report
Fri, Sep 26 2025 2:54:43 PM

Northing	Easting	Bearing	Distance
910134.68	702186.75	S 76°58'02" E	42.32
910125.13	702227.98	N 35°53'39" E	72.45
910183.82	702270.45	Radius: 124.40 Chord: 74.73 Degree: 46°03'24" Dir: Left Length: 75.90 Delta: 34°57'26" Tangent: 39.17 Chord BRG: S 43°09'27" E Rad-In: N 64°19'16" E Rad-Out: N 29°21'50" E Radius Point: 910237.73,702382.57	
910129.31	702321.57	Radius: 116.96 Chord: 72.22 Degree: 48°59'13" Dir: Right Length: 73.42 Delta: 35°58'05" Tangent: 37.97 Chord BRG: S 00°19'06" E Rad-In: S 71°41'51" W Rad-Out: N 72°20'04" W Radius Point: 910092.58,702210.52	
910057.09	702321.97	S 14°10'59" W	98.49
909961.60	702297.84	S 15°17'03" W	187.58
909780.66	702248.39	S 15°17'12" W	221.23
909567.25	702190.07	N 89°33'12" W	134.42
909568.30	702055.65	N 13°01'58" E	581.35
910134.68	702186.75		

Closure Error Distance > 0.0000 Error Bearing > N 13°02'01" E
Closure Precision > 1 in 253224649.6 Total Distance > 1487.16
Area: 83737.73 sq ft, 1.92 acres

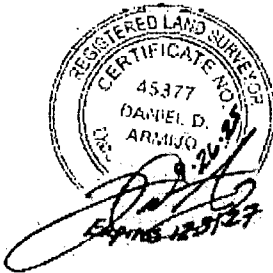


EXHIBIT C

MAINTENANCE STANDARDS

Licensee is responsible for ensuring the following obligations are completed:

I. GENERAL

- a. The City Parcels shall be maintained in a healthy, neat, clean, and litter- and weed-free condition. Litter includes, without limitation, fallen leaves, trimmings, wind-blown material, trash, cigarette butts, downed or broken tree limbs, or dead animals. The Licensee shall ensure that only a certified applicator applies fertilizer, herbicides, and pesticides.
- b. Trash should be picked up from City Parcels daily. Trash cans along the multi-use path should be emptied or checked weekly unless volume demands more frequent service (i.e. at any time the can reaches 3/4 full or 1 week whichever comes first).
- c. Park amenities such as benches, trash cans, and mutt mitt dispensers ("Park Amenities") should be located along the higher ground area on the sides of the wash and not in the middle of the wash where running flood waters could damage the amenities.
- d. Park amenities shall be kept in good repair and condition and stocked, as applicable, and shall be replaced by Licensee as needed.
- e. The multi-use path must be kept clean and safe for travel.
- f. During flood events leaving standing water, barricades, which shall be visible during both the daytime and nighttime, must be set up preventing use of the multi-use path until path is clean and clear of mud and debris.
- g. After flood events, paths may need to be power washed to remove any caked-on mud that could cause the path to be slippery or dangerous. Barricades should be set up while power washing to warn/guard public from coming into contact with slippery surface.
- h. After flood events, Licensee acknowledges that debris that travels in currents often is left attached to railings, poles, signposts, and other permanent structures. These items should be removed and cleaned off within 48 hours after water subsides.

II. MOWING

- a. Mowing service shall be provided during the regular mowing season for Bermuda grass, equaling 34-35 weeks of service beginning around March 1st, depending on mowing conditions.
- b. Unless otherwise specified, mowing heights in all areas will be at two inches.
- c. Sweeping, edging (including along walkways), and weed eating shall be performed each time the turf is mowed, or an area is serviced.

- d. All hardscapes and valve boxes shall be string trimmed each time an area is serviced. This includes, but is not limited to, fence lines, power boxes, and everything turf borders or surrounds.
- e. All sidewalks, hardscapes, and curb lines, etc. shall be blown and/or cleaned as the contractor moves through the mowing site.
- f. Under no circumstances shall Licensee or Licensee's contractor drive across turf areas with trucks or other non-mowing pieces of equipment, nor shall they park on any turf areas. Care is to be taken as to not disrupt the normal flow of pedestrian or other authorized traffic on the multi-use path.
- g. Turf shall be maintained near the multi-use path so as to not create an Edge Drop for users of the multi-use path.

EXHIBIT D

INSURANCE

1. Insurance Required. Licensee and any subcontractors shall provide the following insurance and satisfy the following requirements:

1.1 Commercial General Liability. Commercial general liability insurance with an unimpaired limit of One Million Dollars (\$1,000,000) for each occurrence, One Million Dollars (\$1,000,000) products and completed operations annual aggregate, and a Two Million Dollar (\$2,000,000) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. The policy will cover the Licensee's liability under the indemnity provisions of this Agreement. The protection under the policy shall at a minimum meet or exceed Insurance Service Office, Inc. form CG0001093 or an equivalent thereof as determined by City from time to time. The policy shall contain a "separation of insureds" clause.

1.2 Vehicle Liability: Regarding any vehicle is used in the performance of the Work that is the subject of this contract, the Licensee must maintain Business Automobile Liability insurance with a limit of One Million Dollars (\$1,000,000) for each occurrence on Licensee's owned, hired, and non-owned vehicles assigned to or used in the performance of the Licensee's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

1.3 Workers Compensation Insurance: Licensee must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Licensee's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

2. Form of Insurance. All insurance policies shall meet the following requirements:

2.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted.

2.2 Policies must also cover and insure Licensee's activities on the City Parcel.

2.3 The Parties must clearly show by providing copies of insurance policies, certificates, formal endorsements, or other documentation acceptable to City that all insurance coverage required by this Agreement is provided.

2.4 No deductibles, retentions, or "self-insured" amounts shall exceed One Hundred Thousand Dollars (\$100,000) in the aggregate per year. The Licensee shall be solely responsible for any self-insurance amount or deductible.

2.5 No deductible shall be applicable to coverage provided to City.

2.6 All liability policies must name City and City's employees, officials, representatives, officers, directors, and agents (collectively "Additional Insureds") as additional insureds. The Parties

(as applicable) shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement. City may give Licensee notice of City's election from time to time that any or all of the Additional Insureds not be named as Additional Insureds with respect to specific insurance coverages.

2.7 All policies must provide City with at least 10 days' prior notice of any cancellation in coverage.

2.8 All insurance policies shall contain a waiver of any transfer rights of recovery (subrogation) against City and all other Additional Insureds.

3. Insurance Certificates. Licensee shall evidence all insurance by furnishing to City certificates of insurance annually and with each change in insurance coverage as follows:

3.1 Certificates must be in a form acceptable to City.

3.2 All certificates are in addition to the actual policies and endorsements required. The Licensee shall provide updated certificates at City's request.

3.3 Insurance certificates shall be sent to parksandrecmail@scottsdaleaz.gov and realestate@scottsdaleaz.gov and include the City of Scottsdale Contract No. 2026-017-COS.

4. Acceptable Insurers. All insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

5. Primary Insurance. Licensee's insurance shall be primary insurance. Any insurance or self-insurance maintained by City shall not contribute to Licensee's insurance.

6. Cancellation. If the Licensee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Licensee's responsibility to provide 10 days' written notice to the City Contract Administrator unless such coverage is immediately replaced with similar policies.

7. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Licensee. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in the Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.