

LICENSE  
AGREEMENT

THIS LICENSE AGREEMENT ("License") made and entered into by and between the Town of Oro Valley, Pima County, Arizona, a Body Politic, hereinafter called the "LICENSOR" and Meritage Homes of Arizona, Inc., an Arizona corporation hereinafter called the "LICENSEE."

W I T N E S S E T H:

WHEREAS, Licensor is the owner of that certain real property hereinafter described, said real property having been dedicated as public right-of-way for Naranja Dr. (the "Naranja Right-of-Way"); and

WHEREAS, a portion the Naranja Right-of-Way is to be encroached upon by the installation and maintenance of landscaping and irrigation (the "Improvements"); and

WHEREAS, Licensee requesting authorization for installation and maintenance of the Improvements within the Naranja Right-of-Way; and

WHEREAS, the Licensor has agree to authorize the installation and maintenance of the Improvements within the Naranja Right-of-Way.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and the faithful performance by the Licensee or his heirs and assigns; Licensor does hereby grant and demise to the Licensee, his heirs and assigns, a permit, license and privilege, for the period of time hereinafter mentioned and subject to the conditions hereinafter contained, to enter in upon the Naranja Right-of-Way as described in Exhibit "A" attached hereto.

THIS LICENSE is subject to the following terms and conditions, to-wit:

1. This license is granted for the purpose of installation and maintenance of the Improvements within the Naranja Right-of-Way.
2. The Licensee shall only be permitted to use the aforesaid land for the stated purpose.
3. Notwithstanding any other agreement or condition, it is expressly agreed that the license may be revoked by the Licensors upon Ninety (90) days written notice to the Licensee.
4. Following any revocation of this License, Licensee will remove the Improvements from the Naranja Right-of-Way, at no expense to Licensor and to the satisfaction of the Licensor and will restore the Naranja Right-of-Way to the pre-license condition or as may be mutually agreed.

5. Nothing herein contained shall be construed as granting title to the land belonging to Licensor, or as vesting in the Licensee any right of entry to said land after the termination of this License.
6. This License may be transferred to the Licensee's successors and assigns upon written approval of Licensor subsequent to written request of the Licensee. This License shall run for a period of 25 years.
7. Licensee shall be responsible for all costs of installation, maintenance, and repair of the Improvements during the term of the License. The Improvements shall not interfere with safe sight distance. Licensee will indemnify Licensor for injury or damage pursuant to the provisions of Section 8 below.
8. During the term of the License, the Licensee shall indemnify, defend and hold harmless Licensor, its officers, departments, employees and agents ("Licensor Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of the installation or construction of the Improvements by Licensee or Licensee's failure to comply with any obligations of Licensee hereunder, except any loss or damage which is caused by the negligence or willful misconduct of any Licensor Parties.
9. The licensee will abide by all applicable local, state and federal ordinances, statutes, and regulations.
10. Approval of this License is subject to compliance with all conditions and provisions of the approved plans and specifications for the Improvements, which by this reference are incorporated and made a part hereof.

***Signatures appear on following page.***

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this \_\_\_ day of \_\_\_\_\_, 2015.

LICENSEE:

MERITAGE HOMES OF ARIZONA, INC., an  
Arizona Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LICENSOR:

TOWN OF ORO VALLEY

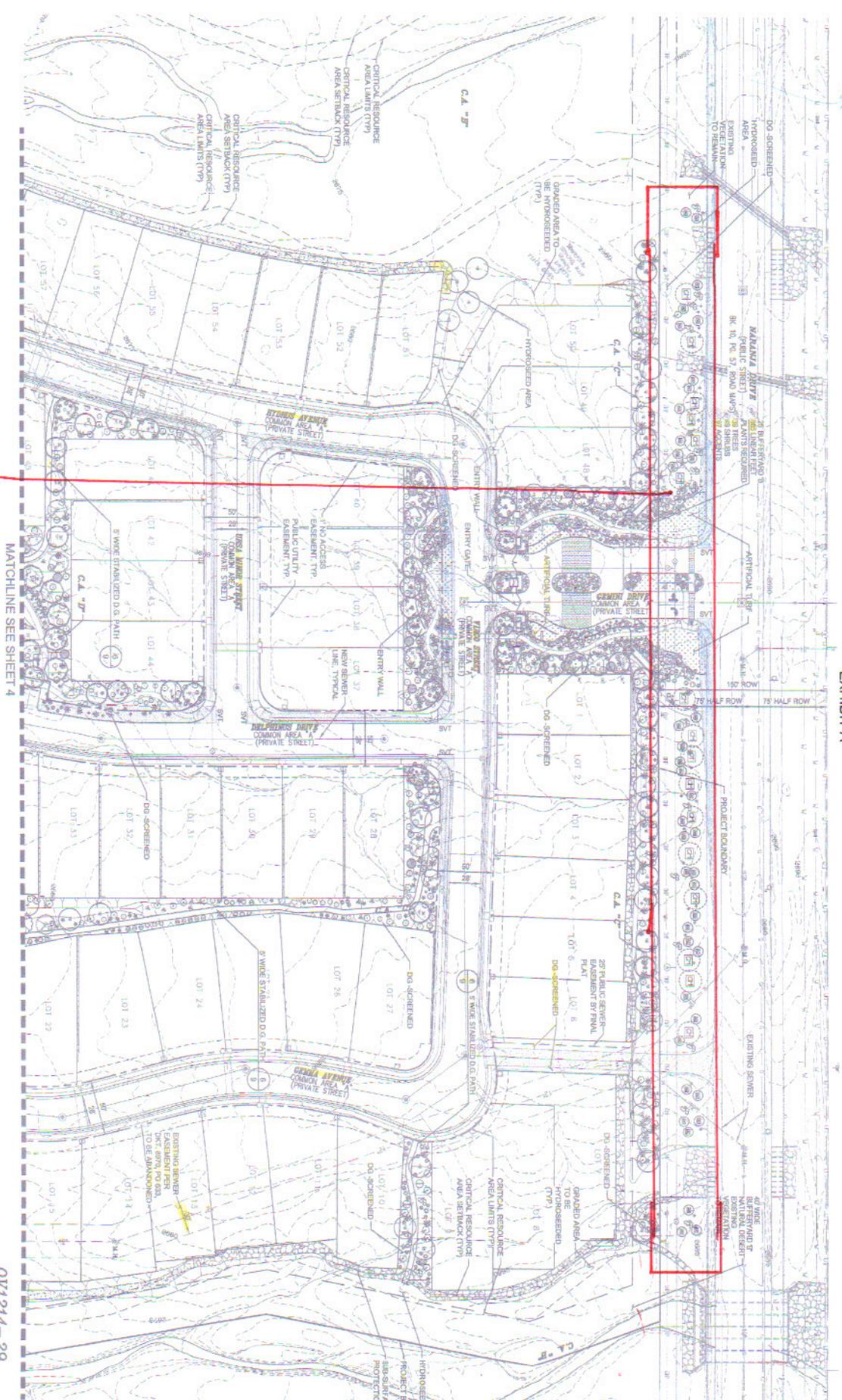
\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

ATTEST:

\_\_\_\_\_  
Julie K. Bower, Town Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Tobin Sidles, Legal Services Director



**ENCROACHMENT AREA**

MATCHLINE SEE SHEET 4

**The WLB Group**  
**WLB**  
 Engineering, Planning, Surveying  
 10000 North Central Expressway, Suite 100  
 Dallas, Texas 75243  
 Phone: (214) 416-1000  
 Fax: (214) 416-1001  
 Website: www.wlbgroup.com



PLANTING PLAN



**01214-29**  
**FINAL LANDSCAPE PLAN**  
**THE ESTATES AT CAPPELLA**  
 FOR THE TOWN OF GONDVALET, PIMA COUNTY, ARIZONA  
 LOT 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54  
 PREPARED BY: WLB GROUP  
 DATE: 12/15/2011  
 SCALE: 1" = 40'  
 SHEET 3 OF 29