

EXHIBIT "A"
LICENSE AGREEMENT

THIS LICENSE made and entered into by and between the Town of Oro Valley, Pima County, Arizona, a Body Politic, hereinafter called the LICENSORS and Ventana Medical Systems, Inc. hereinafter called the LICENSEE.

WITNESSETH:

THAT WHEREAS, the licensors are the owners of the land hereinafter described, said land having been dedicated as public right-of-way (Vistoso Village Drive)

WHEREAS, a portion of said property is requested to be encroached upon by installation and maintenance of Spring Bollards

Licensee requests authorization for the encroachments.

WHEREAS, the Licensee required from the Licensors to encroach into said property;

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; the Licensors do 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 following described land of the Licensors, in Exhibit "A" attached.

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

1. This license is granted for the purpose installation and maintenance of Spring Bollards in the public 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. The license will be revoked as detailed above upon receipt of written notice by the Licensor, or Licensee, from Venture West, or future parcel owners, for which the right-of-way provides legal access to their parcels for development of said parcels.
5. That when said License is revoked, the Licensee will remove the encroachments from said property, at no expense to the Licensors and to the satisfaction of the Licensors and will restore the property to the pre-license condition or as may be mutually agreed.

6. That nothing herein contained shall be construed as granting title to the land belonging to the Licensors, or as vesting in the Licensee any right of entry to said land after the termination of this License.
7. This License may be transferred to the Licensee's successors and assigns upon written approval of the Licensors subsequent to written request of the Licensee. This License shall run for a period of 25 years.
8. That the Licensee assumes the responsibility and all liability for any injury or damage to said property, or to any person while using said property in a lawful manner caused by or arising out of the exercise of this Permit or License.
9. That all work done shall be at the sole cost and expense of the Licensee.
10. The Licensee shall indemnify, defend and hold harmless the Licensors, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this contract which are attributed to any act or omission of the Licensee, its agents, employees, or any one acting under its direction, control, or on its behalf, or any act or omission of the Licensors, its officers, departments, employees and agents, whether intention or negligent, in connection with or incident to this license.
11. The licensee will abide by all applicable local, state and federal ordinances, statutes, and regulations.
12. Approval of this License is subject to compliance with all conditions and provisions of the approved plans and specifications, which by this reference are incorporated and made a part hereof.
13. Encroachments will be maintained by Licensee and shall not interfere with safe sight distance.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this 17 day of MAY, 20 2016.

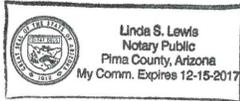
LICENSEE:

BY Tom Kearney

STATE OF ARIZONA)
)ss
COUNTY OF PIMA)

VMSI
Legal Approval
By [Signature]
Kimberly Ryan
Date 11 May 2016

SUBSCRIBED AND SWORN to before me this ___ day of _____,
20___ by who is known to me or has satisfactorily identified himself to be
TOM KEARNEY VP FT.
(Name) (Position)



Linda S. Lewis
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-15-17

LICENSORS:
The Town of Oro Valley

By: _____
Mayor
Date:

ATTEST:

Clerk of Town of Oro Valley
APPROVED AS TO FORM

Town Attorney