

## PARKING USE AGREEMENT

THIS PARKING USE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 by and between the City of Sedona, Arizona, a municipality (hereinafter called "City"), and \_\_\_\_\_ (hereinafter called "Owner").

1. **Purpose:** The purpose of this Agreement is to secure use of specifically designated privately owned parking areas for public parking use over a specified Term.
2. **Term:** The term of this agreement shall be seven (\_\_\_\_) years commencing on the date on which this Agreement was entered, and shall renew automatically in one (1) year periods unless terminated by either the City or the Owner in writing at least thirty (\_\_\_\_) days prior to the end of the period.
3. **Location of the Parking:** The location of the parking to be governed by this Agreement is depicted in the aerial photograph in Attachment A and includes all but ten (\_\_\_\_) of the \_\_\_\_\_ (\_\_\_\_) possible parking spaces in parcel \_\_\_\_\_.

**Availability:** The parking will be provided all hours seven days per week, during the term of this Agreement. City shall have the right to designate the parking spaces for public use during the available times and days specified.

4. **Consideration:** In consideration for use of the Owner's property as public parking, the City agrees to provide to the Owner:
  - a. Signs to designate parking spaces, and day and potential restrictions;
  - b. Entry signs to indicate the availability of parking;
  - c. Promotion of parking spaces in appropriate Sedona marketing materials, brochures and maps; and,
  - d. Enforcement of parking use restrictions through the City's Police Department and issuance of citations for violators.
  - e. Annual lease payment of \$9,800 for utilization of lease area, to be paid by the City in annual payments.
5. **Lot Improvements or Maintenance:** In order to use the specified parking area outlined in Attachment A, the City will make the lot improvements and/or maintenance as set forth below. Should the Owner prior to the completion of the initial Term terminate this Agreement, the Owner agrees to reimburse the City for the pro rata remaining costs of the Lot Improvements, except as indicated in Section 8 below.

Lot Improvements:

	Cut down grade & haul off grass surface for portion of existing area. Place decomposed granite and parking delineation. Site Plan detailed in	
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	Attachment B.	
	Signs to designate parking spaces	
	Entry signs to indicate the availability of parking	

If and when the lease area is returned to Owner, the area will be returned in as close to original condition as possible.

6. **Permitted Uses:** The lease area is to be used for parking only unless mutual agreement is made between Owner and City for another use.
7. **Assignment:** This Agreement is intended to run with the land and to bind any successors or assigns of the Owner. If subject premises are sold during the term of this Lease, Owner shall be required to notify the City in writing, via certified mail, within thirty (180) days of the transfer date.

**Termination:** In the event the Owner finds a deficiency in the City's part of this agreement, Owner must notify City in writing and must allow thirty (30) days for the City to investigate and cure deficiency, if any. If deficiency is not sufficiently cured within thirty (30) days from the date of notification, Owner shall have the right to terminate this agreement with sixty (60) days additional written notice, without penalty. Upon notice of termination, City must remove all signs within ninety (90) days from the date of notice of termination. If Owner finds the lease area is needed for another use and would like to cancel the agreement, Owner shall have the right to cancel this agreement with thirty (90) days written notice. The City may terminate this agreement by giving at least 90 days written notice to the Owner of its intent to terminate. If this agreement is terminated the lease area is to be returned to Owner in as close to original condition as possible.

8. **Insurance:** The City shall maintain insurance covering public parking spaces with policy limits at least at the following levels.
  - a. Commercial General Liability Insurance with policy limits of not less than \$1,000,000 per occurrence.
  - b. The City shall name the Owner as an additional insured entity on such policy.
  - c. The City shall provide a certificate of insurance to the Owner verifying such coverage.

The above-described insurance provided by the City is intended to cover incidents occurring as a result of the use of the public parking spaces, for any and all claims made from \$1 up to the established policy limits, of \$1,000,000 per occurrence.

9. **Indemnification:** City agrees to indemnify and hold harmless Owner, its successors and assigns, and all directors, officers, employees, and agent of the foregoing for, from, and against all claims, costs, expenses, actions, suits, proceedings, losses, damages (including punitive damages) and liabilities of any kind whatsoever, including but not limited to attorneys' fees and expenses, except if caused by Owner.

**IN WITNESS WHEREOF,** Owner and City have executed this Agreement the day and year first above written.

**OWNER:**

**CITY:**

Signature:

Signature:

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Printed Name:

Printed Name:

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Address:

Address:

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# City of Sedona, Arizona




July 7, 2021

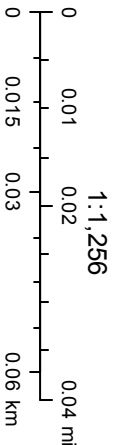
 OAK CREEK

 PARCEL BOUNDARY

 COUNTY LINE

 Street Centerline

94,900 SF  
2.2 AC  
\$6/SF  
Purchase: \$569,400  
Lease:  
80 spaces x \$123/space/yr  
= \$9,840/yr



The City of Sedona makes no warranties, expressed or implied, with respect to the information shown on this map. The data is not accurate to engineering or surveying standards. No portion of this information should be considered or used as a legal document. Copyright 2019.

City of Sedona, 102 Roadrunner Drive, Arizona, 86336, USA