

**CITY CLERK  
ORIGINAL**

**C-10537  
12/08/2015**

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into as of this 16 day of December, 2015 by and between CONAIR CORPORATION, a Delaware corporation ("Conair"), and the CITY OF GLENDALE, a municipal corporation of the State of Arizona ("Glendale"). Conair and Glendale shall be referred to collectively as the "Parties."

**RECITALS**

A. Glendale owns and operates the Glendale Municipal Airport ("Airport"), which provides aviation access to Glendale and Maricopa County, Arizona.

B. Conair is the owner of fee title to approximately 100 acres of real property located northeast of the intersection of Glendale Avenue and Glen Harbor Boulevard, in Glendale, Maricopa County, Arizona, which property is further identified as parcels A1 and A2 depicted in the re-plat of a part of the Glen-Harbor Air Business Park subdivision plat and which re-plat was recorded in Maricopa County on March 12, 1990, at document number 1990-0107336, docket 337 page 36 ("Conair's Property"). Conair owns title to Conair's Property pursuant to a special warranty deed recorded in Maricopa County on June 21, 1990, at document number 1990-0277962. Conair's Property is located generally to the north of, and in part is adjacent to a portion of, the Airport property.

C. Prior to May 3, 2012, the Parties entered negotiations and reached certain agreements concerning Glendale's acquisition by condemnation of a portion of Conair's Property for public purposes related to the operation of and activity at the Airport.

D. On May 3, 2012, Glendale filed a Complaint in Condemnation in the Superior Court of Arizona, Maricopa County ("Court"), Case Number CV2012-007528 ("Complaint"), seeking to acquire by the exercise of the power of eminent domain approximately 38.5 acres of

Conair's Property ("Subject Property") for an Airport runway protection zone and related purposes (the "Condemnation Action"). The Complaint named Conair as a party defendant.

E. Pursuant to the negotiations of the Parties prior to filing of the Complaint, on May 29, 2012, the Parties stipulated to the entry of and filed in the Condemnation Action, and the Court entered, an order of immediate possession, *inter alia*, (i) finding that the taking of the Subject Property was for a necessary public use and purpose, (ii) identifying that the date of value for purposes of a determination of just compensation to be September 1, 2001, (iii) ordering that interest owed on an award of just compensation is to be calculated from the above date of value and (iv) granting Glendale the right of immediate possession of the Subject Property upon Glendale's deposit with the Court's Clerk of the sum of \$5,220,635.

F. Pursuant to the stipulation and order of immediate possession, on May 31, 2012, Glendale deposited and Conair later withdrew the deposited sum of \$5,220,635.

G. Thereafter, the Parties proceeded to actively litigate the remaining issue of just compensation owed for the taking of the Subject Property, including a dispute between the Parties as to the rate of interest to be applied to the just compensation award. The Parties also participated in private mediation with mediator Gary L. Birnbaum, Esq., in an effort to resolve the Condemnation Action.

H. As a result of these activities and efforts, the Parties have reached agreement on the terms and conditions of a settlement of disputed claims, in particular the issue of just compensation owed as a result of the taking, and the Parties now desire to settle and fully resolve the Condemnation Action in every respect. The Parties' settlement agreement includes agreements of the Parties related to Conair's future project for development of a new building on Conair's Property ("Future Project"), the terms of which agreements are incorporated into a

Development Agreement (more specifically described below) that is attached to, incorporated into and made a part of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth below, and intending to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. The Parties agree that in compromise and settlement of disputed claims, and in order to resolve the Condemnation Action, Glendale shall pay to Conair the total sum of \$13,250,000 (Thirteen Million Two Hundred Fifty Thousand and No/100 Dollars) (“Settlement Sum”).

2. Glendale shall pay the Settlement Sum to Conair, on the following terms and at the following times:

a. Glendale shall receive a credit against the Settlement Sum for and the Settlement Sum shall be reduced by the amount of Glendale’s prior payment to Conair, in the amount of \$5,220,635, which sum Conair withdrew from the immediate possession deposit on or about May 31, 2012.

b. Glendale shall pay to Conair additional cash payments in the total amount of \$7,353,107, on the terms described below (“Additional Cash Payments”). The Additional Cash Payments are to be paid in four equal payments of \$1,838,276.75 each (“Payment 1”, “Payment 2”, “Payment 3” and “Payment 4”), as follows.

i. Payment 1 – Glendale shall pay Payment 1 to Conair within thirty (30) days of the date of the filing by the Court of the executed Stipulated Judgment contemplated by this Agreement. For example, in the event the

executed Stipulated Judgment is filed by the Court on December 15, 2015, Payment 1 shall be due on or before January 14, 2016.

ii. Payment 2 – Glendale shall pay Payment 2 to Conair on the first anniversary of (or 12 months after) the date of Payment 1. The date of Payment 1 shall be determined by the confirmed date of receipt by Conair’s bank identified below of any wire transfer or other means of payment permitted by this Agreement. For example, if Payment 1 is received on January 14, 2016, Payment 2 shall be due on or before January 14, 2017.

iii. Payment 3 – Glendale shall pay Payment 3 to Conair on the second anniversary of (or 24 months after) the date of Payment 1. For example, if Payment 1 is received on January 14, 2016, Payment 3 shall be due on or before January 14, 2018.

iv. Payment 4 – Glendale shall pay Payment 4 to Conair on the third anniversary of (or 36 months after) the date of Payment 1. For example, if Payment 1 is received on January 14, 2016, Payment 4 shall be due on or before January 14, 2019.

c. In addition to the foregoing credit and additional cash payments, and as part of the Settlement Sum, Glendale shall provide to Conair reimbursements in the amount of \$676,258 for development-related fees (representing estimated plan review fees of \$260,612 and estimated permit fees of \$415,646) for or related to the Future Project, as set forth in the Parties’ Development Agreement attached as Exhibit “A” to this Agreement and incorporated by this reference (the “Development Agreement”).

d. The Settlement Sum (\$13,250,000) equals the total of the credit discussed in Section 2a, above (\$5,220,635), the Additional Cash Payments (\$7,353,107), and the fee reimbursement sums discussed in paragraph 2c, above (\$676,258).

e. The Settlement Sum includes any and all interest that might be owed by Glendale to Conair concerning the total, or any portion or part, of the Settlement Sum, whether interest on the amount of just compensation owed for the taking of the Subject Property, or any other interest.

3. The fee reimbursement sums identified in paragraph 2c, above, while part of the Settlement Sum, for purposes of effecting a timely and orderly resolution of the Condemnation Action such sums shall not be included in the amount that is listed as the amount of just compensation paid or to be paid to Conair in the Condemnation Action in either the Stipulated Judgment or in the Final Order of Condemnation contemplated by this Agreement and that are further discussed in paragraphs 4 and 6, below.

4. Upon execution of this Agreement, the Parties shall lodge with the Court a Stipulated Judgment consistent with the form attached as Exhibit "B" to this Agreement ("Stipulated Judgment."). Glendale has prepared and Conair has approved the Stipulated Judgment form.

5. After Conair's receipt of Payment 1 as set forth in paragraph 2(b)(i), above, Conair shall timely execute and timely file a Satisfaction of Judgment in the form attached as Exhibit "C" to this Agreement. Glendale has prepared and Conair has approved the Satisfaction of Judgment form.

6. After the filing of the Satisfaction of Judgment, the Parties shall lodge with the Court a Final Order of Condemnation (“Final Order”) in the form attached as Exhibit “D” to this Agreement. Glendale has prepared and Conair has approved the Final Order form.

7. The Parties’ submission and the Court’s entry of the Stipulated Judgment, Satisfaction of Judgment and Final Order shall not operate as a satisfaction, waiver or release of the Parties’ remaining obligations under this Agreement, including but not limited to Glendale’s payment obligations under paragraphs 2(b)(ii), 2b(iii) and 2(b)(iv). The Parties agree that the Court may appropriately enter the Final Order following the filing of the Satisfaction of Judgment upon the terms provided herein notwithstanding any outstanding payment obligations set forth in the paragraphs identified in the preceding sentence of this paragraph.

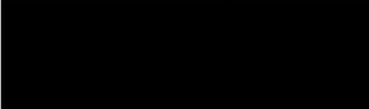
8. The Parties agree that as part of the Future Project, Glendale shall provide expedited permitting processes to Conair and shall endorse and use its best efforts to support and assist Conair in Conair’s application for Foreign Trade Zone status of the project. Conair shall use its best efforts to assist Glendale with respect to the expedited permitting processes associated with the Future Project.

9. Glendale’s additional cash payments to Conair as set forth in paragraph 2b, above, are independent of and shall not be subject to the timing and scope of the Future Project.

10. The obligations of the Parties under this Agreement shall survive the entry of the Stipulated Judgment and the Final Order and the filing of the Satisfaction of Judgment. No persons or entities shall be entitled to any compensation or remuneration under the Condemnation Action other than Conair. Conair shall be entitled to no additional compensation or remuneration as a result of the Condemnation Action or the taking of the Subject Property beyond or in addition to the Settlement Sum.

11. Glendale's payments to Conair under this Agreement shall be made by wire transfer, or other commercially acceptable means of transmission or delivery of funds, to the following bank account or to such other bank account and in such other manner as Conair may reasonably request in a Notice (defined below):

Remit to: JP Morgan Chase, New York



12. Any notice ("Notice") to be given under this Agreement shall be in writing and sent by e-mail and regular mail, or by depositing it with a nationally recognized overnight courier service that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party. Any party may change the address or individual's attention to which the Notices to it shall be sent, as is provided below, by giving to each other Party at least ten (10) days prior Notice thereof. The Parties' addresses for providing Notices shall be as follows:

Conair Corporation

Kathleen D. Fong  
Vice President, Chief Legal Officer and Secretary  
Conair Corporation  
One Cummings Point Road  
Stamford, CT 06880  
kathleen\_fong@conair.com

and

John Mayorek  
Conair Corporation  
150 Milford Avenue  
East Windsor, New Jersey 08520  
John\_Mayorek@conair.com

With a copy to:

Michael B. Withey  
Withey Morris P.L.C.  
2525 East Arizona Biltmore Circle  
Suite A-212  
Phoenix, Arizona 85016  
m@witheymorris.com

and

Steven A. Hirsch  
Bryan Cave LLP  
Two North Central, Suite 2200  
Phoenix, Arizona 85004  
sahirsch@bryancave.com

City of Glendale

City of Glendale  
Attn: Michael D. Bailey, Esq.  
City Attorney  
5850 W. Glendale Avenue, Suite 450  
Glendale AZ 85301

13. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with its subject matter. No modification or amendment to this Agreement shall be binding upon either Party unless the same is in writing and signed by both Parties.

14. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to principles of conflicts of law. Any claim, action, suit or proceeding between or among the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court of Arizona, Maricopa County; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Arizona.

15. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation over a period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction shall be used.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

17. The date of this Agreement as set forth on page 1, above, shall be the date of the signatures of the Parties as shown below and if the signatures are provided as of different dates then the date of the signature of the Party that is the last to sign this Agreement.

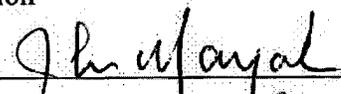
18. The Parties agree to cooperate fully to execute any and all documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

19. Each party shall bear its own attorneys' fees and costs in connection with this Agreement and the Condemnation Action. In the event a dispute arises between the Parties to enforce the terms of this Agreement, the successful or prevailing party to such dispute shall be entitled to an award of its reasonable attorneys' fees, costs and expenses incurred in enforcing the Agreement.

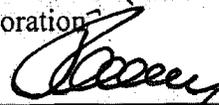
[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, this Settlement Agreement has been executed by the Parties as of the dates set forth below.

CONAIR CORPORATION, a Delaware Corporation

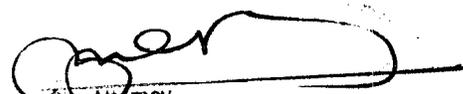
By   
Title SR VP - Conair  
Date 11-3-15

THE CITY OF GLENDALE, an Arizona municipal corporation

By   
Title Acting City Manager  
Date 12/16/15

ATTEST:  
  
City Clerk

Approved as to form

  
City Attorney

**Exhibit A**  
**to**  
**the Settlement Agreement between Glendale and Conair**  
**[To Be Attached]**

**Exhibit B**

**to**

**the Settlement Agreement between Glendale and Conair**

**[To Be Attached]**

1 Russell R. Rea - 014616  
2 [rrea@jsslaw.com](mailto:rrea@jsslaw.com)  
3 **JENNINGS, STROUSS & SALMON, P.L.C.**  
4 A Professional Limited Liability Company  
5 One East Washington Street, Suite 1900  
6 Phoenix, Arizona 85004-2554  
7 Telephone: (602) 262-5911  
8 [MinuteEntries@jsslaw.com](mailto:MinuteEntries@jsslaw.com)

9 *Attorneys for Plaintiff The City of Glendale*

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 THE CITY OF GLENDALE, a municipal  
13 corporation of the State of Arizona,

14 Plaintiff,

15 vs.

16 CONAIR CORPORATION, a Delaware  
17 corporation; THE GLEN HARBOR  
18 BUSINESS PARK PROPERTY OWNERS  
19 ASSOCIATION, an Arizona non-profit  
20 corporation; M.T.S. ACQUISITIONS  
21 L.L.C., an Arizona limited liability  
22 company; and COUNTY OF MARICOPA,

23 Defendants.

No. CV2012-007528

**STIPULATED JUDGMENT IN  
CONDEMNATION**

(Assigned to the Honorable  
James T. Blomo)

24 Upon stipulation of the parties, good cause appearing therefore, the Court  
25 finds as follows:

26 The only remaining issue herein concerning the amount of just compensation  
27 for the taking of fee title to certain real property sought to be acquired in this action  
28 by Plaintiff The City of Glendale ("Glendale"), said real property being more  
particularly described on Exhibit 1 attached hereto ("subject property"); and it  
appearing that the only person having any right, title, claim or interest in any award  
for damages by reason of the taking of the property is Defendant Conair Corporation  
("Conair");

**IT IS HEREBY ORDERED:**

1. Defendant Maricopa County, a political subdivision of the State of  
5092389v1(38651.11)

1 Arizona, whose interest is in any unpaid taxes on the subject property, having filed a  
2 Disclaimer of Interest on May 29, 2012, shall take nothing by reason of the  
3 Complaint filed in this action, this Stipulated Judgment In Condemnation or the Final  
4 Order of Condemnation.

5           2. Defendant The Glen Harbor Business Park Property Owners Association,  
6 an Arizona non-profit corporation, having filed a Disclaimer of Interest in this action  
7 on June 1, 2012, shall take nothing by reason of the Complaint filed in this action,  
8 this Stipulated Judgment In Condemnation or the Final Order of Condemnation.

9           3. Defendant M.T.S. Acquisitions, LLC, an Arizona limited liability company,  
10 not having appeared in this action and the claims against which entity were  
11 voluntarily dismissed by Plaintiff pursuant to notice filed on June 5, 2012, shall take  
12 nothing by reason of the Complaint filed in this action, this Stipulated Judgment In  
13 Condemnation or the Final Order of Condemnation.

14           4. Glendale has judgment condemning and vesting in Glendale fee title to  
15 the real property described in Exhibit 1 attached hereto, and Defendants are forever  
16 barred and stopped from asserting any right, title, claim or interest adverse or  
17 inconsistent with the fee title acquired to the above-described property.

18           5. Glendale shall pay to Conair the total sum of \$12,573,742 (Twelve  
19 Million Five Hundred Seventy Three Thousand Seven Hundred Forty Two and no/100  
20 Dollars), which sum includes all interest, as just compensation for the transfer of fee  
21 title interest in and to said real property. Payment shall be pursuant to the terms of  
22 a separate settlement agreement between Glendale and Conair ("Settlement  
23 Agreement") and such payment includes credit for the sum of \$5,220,635 previously  
24 deposited by Glendale with the Clerk of the Court on May 31, 2012 and withdrawn by  
25 Conair, and additional payments by Glendale to Conair in the total amount of  
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\$7,353,107, which credit and which payments combined equal the total sum of \$12,573,742.

9. Pursuant to the terms of the Settlement Agreement, upon payment of a portion of the additional payments by Glendale to Conair, which is due 30 days from the filing by the Court of this Stipulated Judgment, Conair shall file a Satisfaction of Judgment allowing a Final Order of Condemnation to be entered, without prejudice to Glendale's obligations to Conair under the Settlement Agreement between the parties to make continuing installment payments under the schedule set forth in the Settlement Agreement.

10. Each party to this action shall bear their own costs and fees.

DONE IN OPEN COURT this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
James T. Blomo  
Judge of the Superior Court

APPROVED AS TO FORM AND CONTENT:

JENNINGS, STROUSS & SALMON, P.L.C.

By: \_\_\_\_\_  
Russell R. Rea  
One East Washington Street, Suite 1900  
Phoenix, Arizona 85004-2554  
*Attorneys for Plaintiff The City of Glendale*

BRYAN CAVE LLP

By: \_\_\_\_\_  
Steven A. Hirsch  
Two N. Central Ave., Ste. 2200  
Phoenix, AZ 85004-1032  
*Attorneys for Defendant Conair Corporation*

# **EXHIBIT 1**

**LEGAL DESCRIPTION  
FOR PARCEL 1  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 174.86 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" East, a distance of 1002.87 feet;

**THENCE** South 35°01'12" West, a distance of 1032.81 feet;

**THENCE** South 63°30'39" East, a distance of 121.04 feet;

**THENCE** South 35°01'12" West, a distance of 309.68 feet to a point on the north right-of-way line for Glendale Avenue;

**THENCE** South 88°10'31" West, a distance of 367.85 feet;

**THENCE** North 63°46'04" West, a distance of 341.42 feet;

**THENCE** South 20°31'18" West, a distance of 174.32 feet to a point on the north right-of-way line of Glendale Avenue;

THENCE along said right-of-way line North 88°41'56" West, a distance of 198.77 feet;

THENCE North 17°41'32" East, a distance of 749.04 feet;

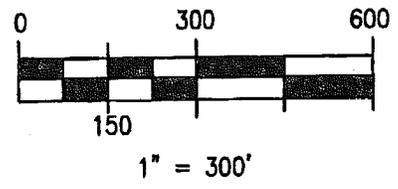
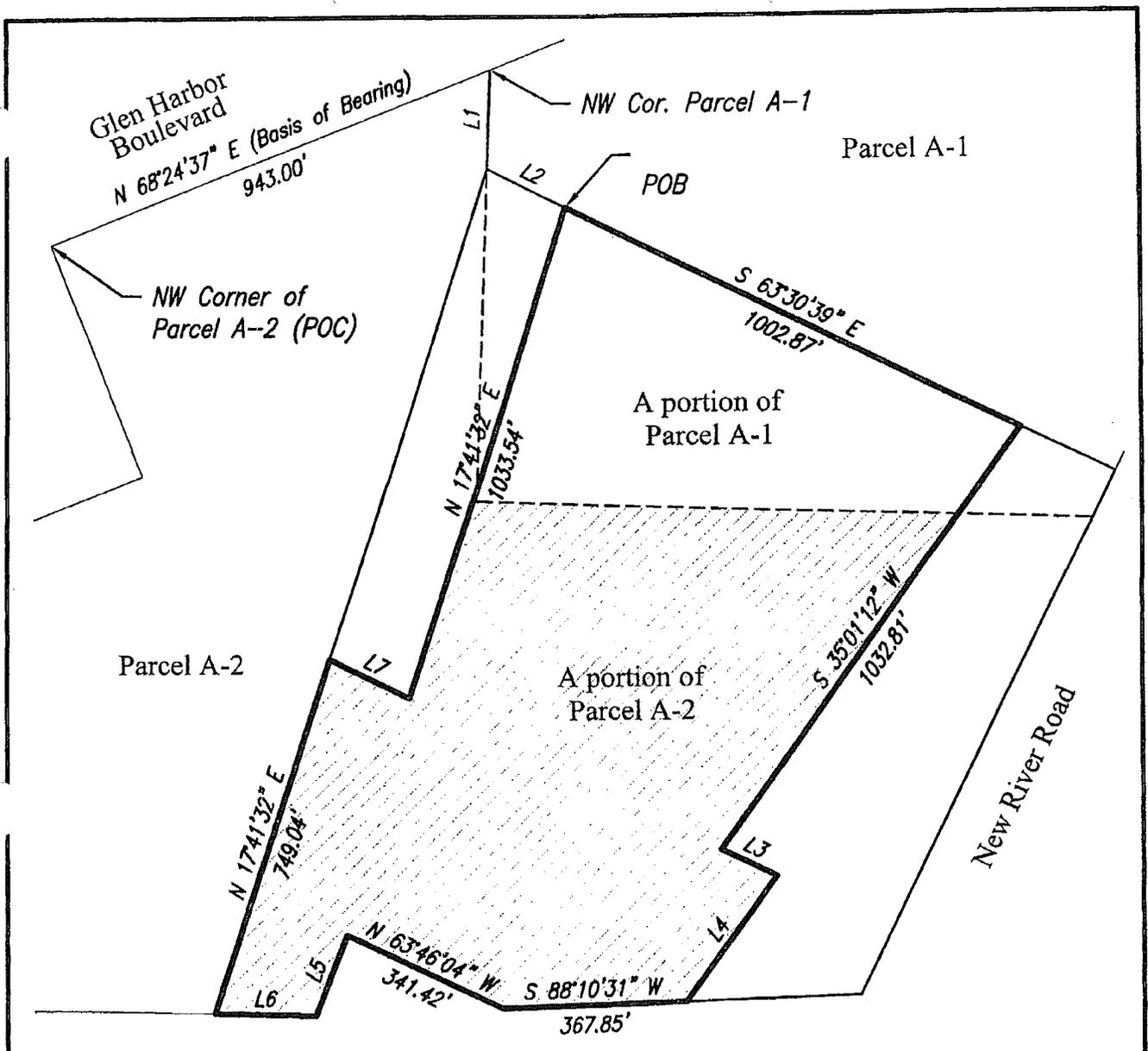
THENCE South 63°30'39" East, a distance of 174.86 feet;

THENCE North 17°41'32" East, a distance of 1033.54 feet to the POINT OF BEGINNING.

Said parcel contains 30.34 acres.



Expires: 09/30/14



**Parcel 1 30.34 Ac.  
Depiction of Legal**


**Urban Engineering**  
 877 S. Alvernon Way - Tucson, AZ 85711-520.318.3800

PREPARED: <u>LPD</u>	DRAWN: <u>RRF</u>	CHECK: <u>LPD</u>
DATE: <u>03/09/12</u>	JOB No. <u>12022</u>	SHEET <u>3</u> of <u>4</u>

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 02°06'54" W	198.89'
L2	S 63°30'39" E	174.86'
L3	S 63°30'39" E	121.04'
L4	S 35°01'12" W	309.68'
L5	S 20°31'18" W	174.32'
L6	N 88°41'56" W	198.77'
L7	S 63°30'39" E	174.86'
L8	S 63°30'39" E	205.54'
L9	S 88°10'31" W	343.18'
L10	N 35°01'12" E	309.68'
L11	N 63°30'39" W	121.04'
L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**

 **Urban  
Engineering**  
877 S. Alvernon Way-Tucson, AZ 85711-520.318.3800

PREPARED: LPD DRAWN: RRF CHECK: LPD  
DATE: 03/09/12 JOB No. 12022 SHEET 4 of 4

**LEGAL DESCRIPTION  
FOR PARCEL 2  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 1,177.73 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" West, a distance of 205.54 feet to a point on the west right-of-way line of New River Road;

**THENCE** along said right-of-way line South 25°34'50" West, a distance of 1,165.01 feet to a point on the north right-of-way line of Glendale Avenue;

**THENCE** along said right-of-way line South 88°10'31" West, a distance of 343.18 feet;

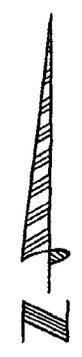
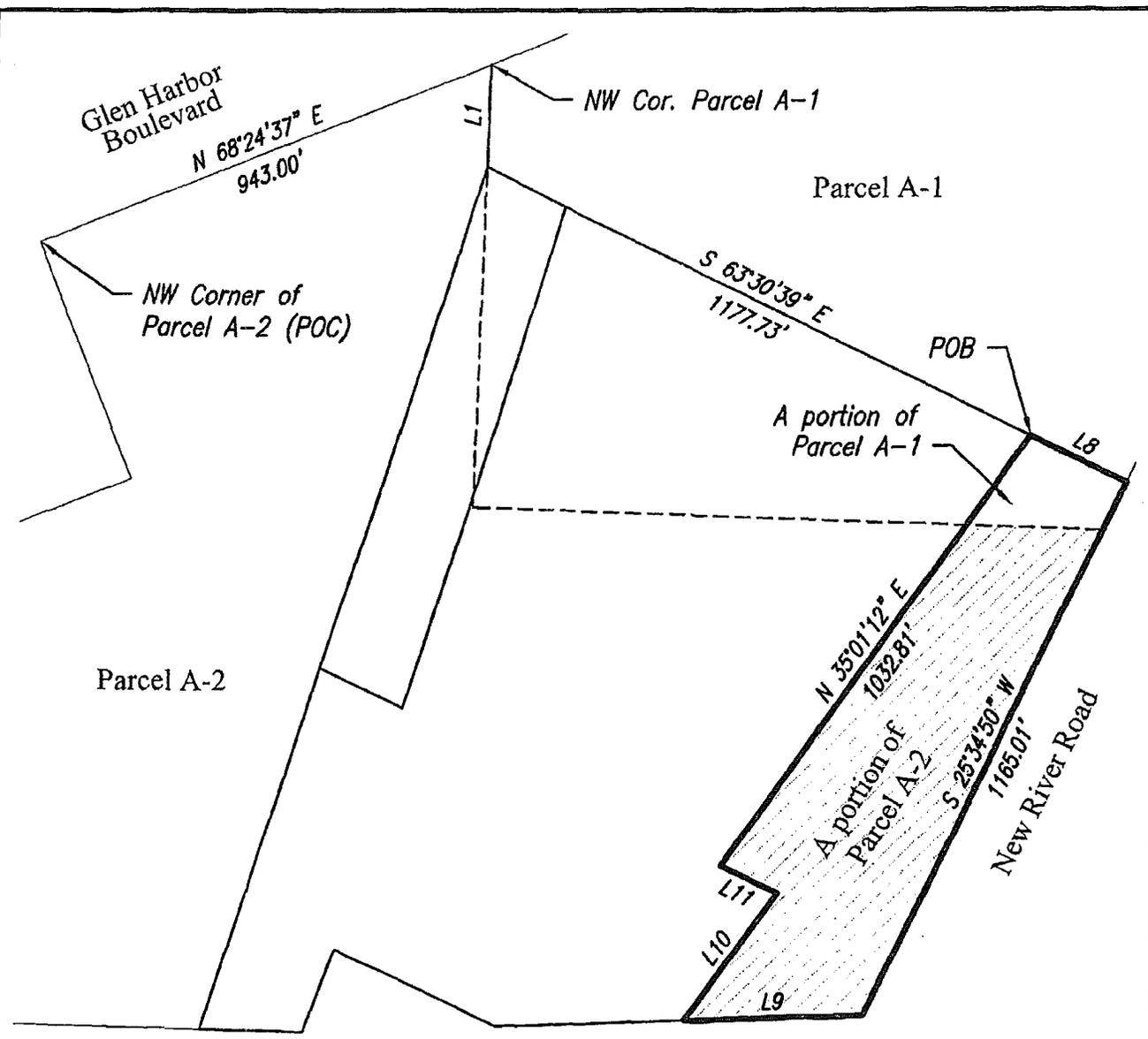
**THENCE** North 35°01'12" East, a distance of 309.68 feet;

**THENCE** North 63°30'39" West, a distance of 121.04 feet;

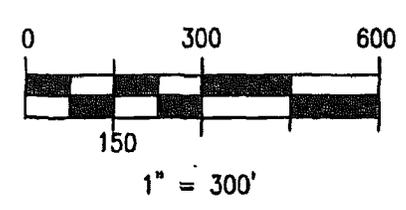
**THENCE** North 35°01'12" East, a distance of 1,032.81 feet to the POINT OF BEGINNING.

Said parcel contains 8.20 acres.





Glendale Avenue



**Parcel 2 8.20 Ac.**  
**Depiction of Legal**

 **Urban Engineering**  
 877 S. Alvernon Way-Tucson, AZ 85711-520.318.3800

PREPARED: <u>LPD</u>	DRAWN: <u>RRF</u>	CHECK: <u>LPD</u>
DATE: <u>03/09/12</u>	JOB No. <u>12022</u>	SHEET <u>2</u> of <u>3</u>

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 02°06'54" W	198.89'
L2	S 63°30'39" E	174.86'
L3	S 63°30'39" E	121.04'
L4	S 35°01'12" W	309.68'
L5	S 20°31'18" W	174.32'
L6	N 88°41'56" W	198.77'
L7	S 63°30'39" E	174.86'
L8	S 63°30'39" E	205.54'
L9	S 88°10'31" W	343.18'
L10	N 35°01'12" E	309.68'
L11	N 63°30'39" W	121.04'
L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**



**Urban  
Engineering**

877 S. Alvernon Way—Tucson, AZ 85711—520.318.3800

PREPARED: LPD DRAWN: RRF CHECK: LPD

DATE: 03/09/12 JOB No. 12022 SHEET 3 of 3

**Exhibit C**

**to**

**the Settlement Agreement between Glendale and Conair**

**[To Be Attached]**

1 Russell R. Rea – 014616  
rrea@jsslaw.com  
2 **JENNINGS, STROUSS & SALMON, P.L.C.**  
A Professional Limited Liability Company  
3 One East Washington Street, Suite 1900  
Phoenix, Arizona 85004-2554  
4 Telephone: (602) 262-5911  
MinuteEntries@jsslaw.com  
5

6 *Attorneys for Plaintiff The City of Glendale*

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
8 **IN AND FOR THE COUNTY OF MARICOPA**

9 THE CITY OF GLENDALE, a municipal  
corporation of the State of Arizona,

10 Plaintiff,

11 vs.

12 CONAIR CORPORATION, a Delaware  
corporation; THE GLEN HARBOR  
13 BUSINESS PARK PROPERTY OWNERS  
ASSOCIATION, an Arizona non-profit  
14 corporation; M.T.S. ACQUISITIONS  
L.L.C., an Arizona limited liability  
15 company; and COUNTY OF MARICOPA,

16 Defendants.

No. CV2012-007528

**SATISFACTION OF JUDGMENT IN  
CONDEMNATION**

(Assigned to the Honorable  
James T. Blomo)

17  
18 Defendant Conair Corporation, for and in consideration of the payment of the  
19 sums prescribed in the Stipulated Judgment in Condemnation rendered in the above-  
20 entitled and numbered action on \_\_\_\_\_, 2015, hereby acknowledges  
21 satisfaction of the sums to be paid to Defendant pursuant to said Judgment and that  
22 the parties have agreed, therein and in a separate settlement agreement, allows for  
23 the entry by this Court of the final order of condemnation. Nothing in the foregoing  
24 shall constitute a release or waiver of Conair Corporation's rights to receive further  
25 installment payments pursuant to the Final Judgment and Settlement Agreement  
26 between the parties.

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BRYAN CAVE LLP

By: \_\_\_\_\_  
Steven A. Hirsch  
Two N. Central Ave., Ste. 2200  
Phoenix, AZ 85004-1032  
*Attorneys for Defendant Conair  
Corporation*

**Exhibit D**

**to**

**the Settlement Agreement between Glendale and Conair**

**[To Be Attached]**

1 Russell R. Rea - 014616  
2 [rrea@jsslaw.com](mailto:rrea@jsslaw.com)  
3 **JENNINGS, STROUSS & SALMON, P.L.C.**  
4 A Professional Limited Liability Company  
5 One East Washington Street, Suite 1900  
6 Phoenix, Arizona 85004-2554  
7 Telephone: (602) 262-5911  
8 [MinuteEntries@jsslaw.com](mailto:MinuteEntries@jsslaw.com)

9 *Attorneys for Plaintiff The City of Glendale*

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 THE CITY OF GLENDALE, a municipal  
13 corporation of the State of Arizona,

14 Plaintiff,

15 vs.

16 CONAIR CORPORATION, a Delaware  
17 corporation; THE GLEN HARBOR  
18 BUSINESS PARK PROPERTY OWNERS  
19 ASSOCIATION, an Arizona non-profit  
20 corporation; M.T.S. ACQUISITIONS  
21 L.L.C., an Arizona limited liability  
22 company; and COUNTY OF MARICOPA,

23 Defendants.

No. CV2012-007528

**FINAL ORDER OF CONDEMNATION**

(Assigned to the Honorable  
James T. Blomo)

24 It appearing to the Court that pursuant to the provisions of the Stipulated  
25 Judgment in Condemnation dated \_\_\_\_\_, 2015, this Court may enter  
26 its Final Order of Condemnation at this time,

27 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title to the  
28 real property described in Exhibit 1 attached hereto and incorporated herein by  
reference, is hereby condemned and vested in the Plaintiff, The City of Glendale.

DONE IN OPEN COURT this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
James T. Blomo  
Judge of the Superior Court

# **EXHIBIT 1**

**LEGAL DESCRIPTION  
FOR PARCEL 1  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 174.86 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" East, a distance of 1002.87 feet;

**THENCE** South 35°01'12" West, a distance of 1032.81 feet;

**THENCE** South 63°30'39" East, a distance of 121.04 feet;

**THENCE** South 35°01'12" West, a distance of 309.68 feet to a point on the north right-of-way line for Glendale Avenue;

**THENCE** South 88°10'31" West, a distance of 367.85 feet;

**THENCE** North 63°46'04" West, a distance of 341.42 feet;

**THENCE** South 20°31'18" West, a distance of 174.32 feet to a point on the north right-of-way line of Glendale Avenue;

**THENCE** along said right-of-way line North 88°41'56" West, a distance of 198.77 feet;

**THENCE** North 17°41'32" East, a distance of 749.04 feet;

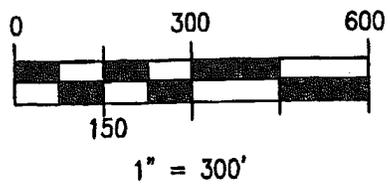
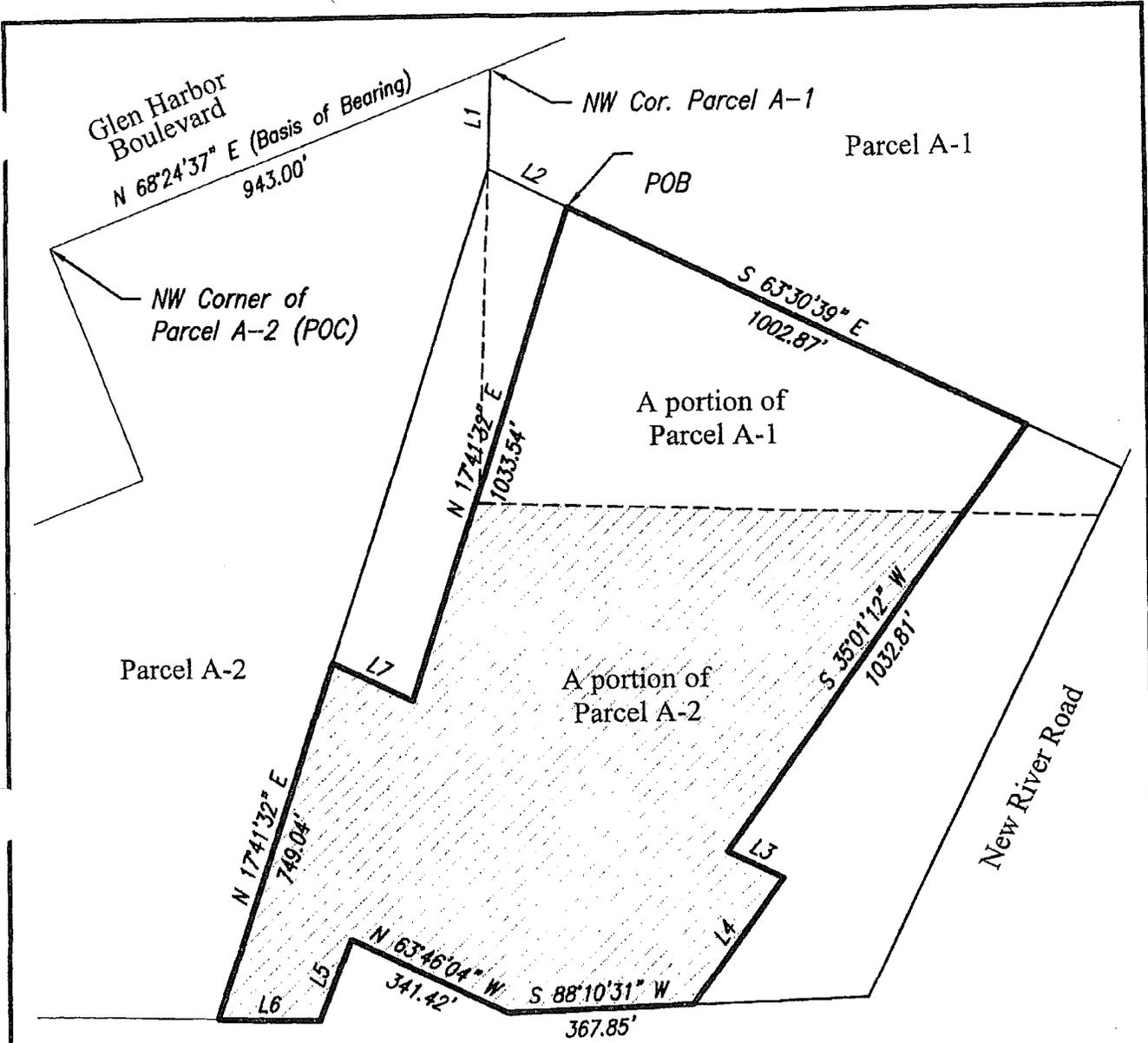
**THENCE** South 63°30'39" East, a distance of 174.86 feet;

**THENCE** North 17°41'32" East, a distance of 1033.54 feet to the POINT OF BEGINNING.

Said parcel contains 30.34 acres.



Expires: 09/30/14



**Parcel 1 30.34 Ac.  
Depiction of Legal**


**Urban Engineering**  
 877 S. Alverton Way-Tucson, AZ 85711-520.318.3800

PREPARED: <u>LPD</u>	DRAWN: <u>RRF</u>	CHECK: <u>LPD</u>
DATE: <u>03/09/12</u>	JOB No. <u>12022</u>	SHEET <u>3</u> of <u>4</u>

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 02°06'54" W	198.89'
L2	S 63°30'39" E	174.86'
L3	S 63°30'39" E	121.04'
L4	S 35°01'12" W	309.68'
L5	S 20°31'18" W	174.32'
L6	N 88°41'56" W	198.77'
L7	S 63°30'39" E	174.86'
L8	S 63°30'39" E	205.54'
L9	S 88°10'31" W	343.18'
L10	N 35°01'12" E	309.68'
L11	N 63°30'39" W	121.04'
L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**

 **Urban  
Engineering**  
877 S. Alvernon Way-Tucson, AZ 85711-520.318.3800

PREPARED: LPD DRAWN: RRF CHECK: LPD  
DATE: 03/09/12 JOB No. 12022 SHEET 4 of 4

**LEGAL DESCRIPTION  
FOR PARCEL 2  
A PORTION OF PARCEL A-1 AND A-2**

A portion of Parcel A-1 and Parcel A-2 as shown in Parcel A-1 and A-2, a re-plat of part of Tract "A" of Glen Harbor Air Business Park as recorded in Book 337 of Maps and Plats at Page 36, Sections 5 and 6, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

**COMMENCING** at the northwest corner for Parcel A-2;

**THENCE** North 68°24'37" East along the south right-of-way line for Glen Harbor Boulevard, said bearing being the Basis of Bearing for this legal description, a distance of 943.00 feet to the northwest corner for Parcel A-1;

**THENCE** along the west property line for Parcel A-1 South 02°06'54" West, a distance of 198.89 feet;

**THENCE** South 63°30'39" East, a distance of 1,177.73 feet to the POINT OF BEGINNING;

**THENCE** continuing South 63°30'39" West, a distance of 205.54 feet to a point on the west right-of-way line of New River Road;

**THENCE** along said right-of-way line South 25°34'50" West, a distance of 1,165.01 feet to a point on the north right-of-way line of Glendale Avenue;

**THENCE** along said right-of-way line South 88°10'31" West, a distance of 343.18 feet;

**THENCE** North 35°01'12" East, a distance of 309.68 feet;

**THENCE** North 63°30'39" West, a distance of 121.04 feet;

**THENCE** North 35°01'12" East, a distance of 1,032.81 feet to the POINT OF BEGINNING.

Said parcel contains 8.20 acres.



Glen Harbor Boulevard

N 68°24'37" E  
943.00'

NW Cor. Parcel A-1

Parcel A-1

NW Corner of Parcel A-2 (POC)

S 63°30'39" E  
1177.73'

POB

A portion of Parcel A-1

Parcel A-2

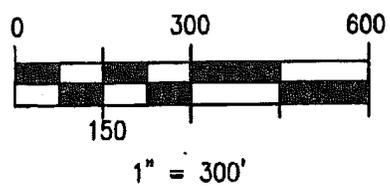
N 35°01'12" E  
1032.81'

A portion of Parcel A-2

S 25°34'30" W  
1165.01'

New River Road

Glendale Avenue



**Parcel 2 8.20 Ac.  
Depiction of Legal**

 **Urban Engineering**  
877 S. Alvernon Way—Tucson, AZ 85711—520.318.3800

PREPARED: LPD DRAWN: RRF CHECK: LPD  
DATE: 03/09/12 JOB No. 12022 SHEET 2 of 3

<i>Line</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 02°06'54" W	198.89'
L2	S 63°30'39" E	174.86'
L3	S 63°30'39" E	121.04'
L4	S 35°01'12" W	309.68'
L5	S 20°31'18" W	174.32'
L6	N 88°41'56" W	198.77'
L7	S 63°30'39" E	174.86'
L8	S 63°30'39" E	205.54'
L9	S 88°10'31" W	343.18'
L10	N 35°01'12" E	309.68'
L11	N 63°30'39" W	121.04'
L12	S 63°30'39" E	174.86'
L13	N 63°30'39" W	174.86'

**Line Table  
Depiction of Legal**