

SAMPLING ACCESS AND INDEMNITY AGREEMENT

This Sampling Access and Indemnity Agreement (hereinafter "Agreement") is made by and between Mary Eileen Johnson, the Johnson Family Partnership and Rudolph Johnson Family, LLC (hereinafter, "Johnson") and the City of Glendale, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Glendale") and their respective employees, consultants, contractors, agents, assigns and successors in interest, and is effective this 31st day of December 2015 ("Effective Date").

WHEREAS, Johnson owns the following real property in Glendale, Arizona: an 86-Acre parcel located at the southeast corner of 99th Avenue and Olive Avenue in the City of Peoria, Maricopa County, Arizona (the "Property");

WHEREAS, Johnson has filed a Complaint in Maricopa Superior Court on November 3, 2003, alleging that the City's operation of a sanitary landfill on a 16-acre portion of the Property between 1968 and 1970, pursuant to the terms and conditions of one or more lease(s) and in conformance with the then-existing laws of the State of Arizona caused damage to the Property; and

WHEREAS, Glendale has requested access to the Property to conduct certain environmental investigations, which may include, but not be limited to, conducting sampling for methane gas or topsoil cover depth;

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent to be legally bound, Johnson and Glendale hereby covenant and agree as follows:

TERMS AND CONDITIONS

1. Johnson hereby grants Glendale and its Contractor(s) the right to enter and access the Property for the purpose of conducting tests, inspections, studies, surveys and other environmental investigations relating to the Property, including, but not limited to environmental site assessments, civil engineering, geotechnical studies, methane gas investigations, preliminary soils investigations, sampling activities and surveys. Entry on and access to the Property shall be made in such a manner so as to not to interfere with the use of the Property by Johnson.

2. To the extent practicable, Glendale shall provide Johnson with at least 24 hours prior notice before entering the Property under the terms of this Agreement. Such notice shall be provided to Johnson's counsel by e-mail:

Gerald W. Alston, Esq.
Jennings, Strouss & Salmon, PLC
One East Washington Street, Suite 1900
Phoenix, AZ 85004
GAlston@jsslaw.com

3. Johnson's contractors or other representatives of Johnson may be present to observe, but shall not interfere with, any environmental investigations that take place on the Property and, at Johnson's option, provided such participation does not place the City or Johnson's employees, contractors or authorized representative at risk. Johnson may take any split of samples being collected by the Contractor during any environmental investigation.

4. Glendale shall be responsible for complying and shall ensure its Contractor(s) comply with all applicable federal, state and local laws, regulations, and ordinances in the performance of the environmental investigations.

5. Glendale shall follow standard industry practices for assuring sufficient clearance of all utilities, lines and other structures prior to conducting any environmental investigations or other activities at the Property. Johnson understands that the environmental investigations will, among other things, disturb vegetation and soil on the Property. To the extent practicable, Glendale shall restore any disturbed land to substantially the same condition as existed prior to Glendale's environmental investigation. Glendale shall follow standard industry practices with respect to restoring any feature of the Property, including any soil, vegetation, utility, line, structure or other permanent fixture to its preexisting condition at Glendale's sole expense. Glendale shall be solely responsible for properly disposing of all samples or waste materials generated by its environmental investigations.

7. Johnson shall not be responsible, and makes no warranties or representations about the security for, any vehicles, equipment, tools and other materials of Glendale or Contractor(s) used, stored, or related to the environmental investigations on the Property. The safety and responsibility for any vehicles, equipment, tools and other materials used on the Property, or left on the Property at the conclusion of each day, are the sole responsibility of Glendale or its Contractor(s).

8. Glendale shall provide to Johnson within a reasonable time after their receipt from the Contractor(s), complete and accurate copies (in electronic format, if available) of all non-privileged reports, data, figures and related information ("Reports") generated by Glendale or Contractor(s) as part of the environmental investigations. Glendale agrees to keep confidential and not disclose any of the Reports without the prior consent of Johnson, unless such disclosure is ordered by the State or a court of competent jurisdiction.

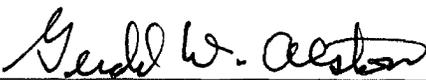
9. Glendale acknowledges the risks associated with the environmental investigations and agrees that Johnson shall bear no responsibility or liability for any damage, loss, interference or personal injury suffered by Glendale or its Contractor(s) or any other person resulting in whole or in part arising from the acts, omissions or negligence of Glendale or its Contractor(s).

10. Glendale covenants and agrees that it shall indemnify, defend, and hold harmless Johnson for, from and against any and all claims (whether at law or equity, including claims based on negligence or strict liability), liability, loss, damage or penalties arising out of the activities of Glendale or its Contractor(s) on the Property or the management or disposal of waste generated as part of the environmental investigations.

11. Johnson may immediately terminate Glendale's and its Contractor('s)(s') right to enter and access the Property for the failure to comply with any obligations under this Agreement. Otherwise, the grant of the right to enter and access the Property terminates within 365 days of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed below:

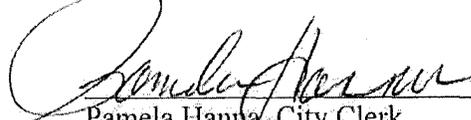
JENNINGS, STROUSS & SALMON, PLC

By 
Gerald W. Alston
Attorney for Plaintiffs Johnson

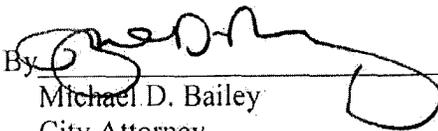
CITY OF GLENDALE, ARIZONA
a municipal corporation

By 
Richard A. Bowers, Acting City Manager

ATTEST:


Pamela Hanna, City Clerk

APPROVED AS TO FORM:

By 
Michael D. Bailey
City Attorney