

CONSTRUCTION ESCROW AGREEMENT

THIS CONSTRUCTION ESCROW AGREEMENT ("Agreement") is made and entered into as of the 15th day of November, 2016 (the "Effective Date") by and among Arizona Cardinals Football Club LLC (the "Club"), New Cardinals Stadium LLC ("NCS"), Stadium Development LLC ("SD"), the City of Glendale (the "City"), and First American Title Insurance Company ("Escrow Agent"). The Club, NCS, and SD are collectively referred to herein as the "Cardinals". The Cardinals, the City and Escrow Agent are collectively referred to herein as the "Parties" and singularly referred to herein as a "Party".

RECITALS

A. Concurrent with this Agreement, the City, Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"), and the Cardinals are entering into that certain Stadium Parking Settlement Agreement (the "Settlement Agreement").

B. Pursuant to the Settlement Agreement, the City is required to construct: (1) a pedestrian underpass crossing Bethany Home Road; and (2) pedestrian bridges crossing the Outflow Channel and the Grand Canal; and (3) certain associated infrastructure in connection therewith, in each case as described in greater detail in the design basis drawings attached to the Settlement Agreement as Schedule PI.

C. Pursuant to Section 4(c)(iv) of the Settlement Agreement, the City has agreed to deposit with Escrow Agent the sum of Three Million One Hundred Thousand Dollars (\$3,100,000.00) (the "City PI Amount") as the City's contribution to the costs of the construction and completion of the Pedestrian Infrastructure Improvements.

D. As a condition to the effectiveness of the Settlement Agreement, the Cardinals and the City have agreed to enter into an agreement in substantially the form of this Agreement to provide for the deposit, custody and disbursement of the City PI Amount.

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. **Effective Date; Defined Terms; Recitals.** This Agreement is effective as of the Effective Date. Unless otherwise defined herein, the capitalized terms used in this Agreement have the meanings given to such terms in the Settlement Agreement. The Recitals set forth herein are hereby incorporated into this Agreement as part of the Agreement.

2. **Deposit of PI Amount.** Within one (1) business day following execution of this Agreement, Escrow Agent shall establish an account (the "Construction Funds Account") with a federally-insured banking institution selected by Escrow Agent, subject to the reasonable approval of the Cardinals and the City. On or before January 1, 2017, the City shall deposit the a portion of the City PI Amount in the amount of Six Hundred Thousand Dollars (\$600,000.00)

with Escrow Agent, who shall then immediately deposit such amount into the Construction Funds Account. On or before July 1, 2017, the City shall deposit the remaining portion of the City PI Amount in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) with Escrow Agent, who shall then immediately deposit such amount into the Construction Funds Account. The City shall have the right to elect that the Construction Funds Account be an interest bearing account. Any interest earned or accrued on the City PI Amount shall be added to the City PI Amount and disbursed in accordance herewith.

3. Disbursement of City PI Amount. Escrow Agent shall disburse the City PI Amount to the City to pay a portion of the hard and soft construction costs (the "Costs") of the Pedestrian Infrastructure Improvements only in accordance with the following procedures:

(a) During the course of construction of the portion of the Pedestrian Infrastructure Improvements, the City shall be entitled to periodic (but no more frequent than monthly) disbursements of the City PI Amount to pay for the Costs. The City shall deliver a written request for each disbursement (the "Disbursement Request") to each of the Cardinals and Escrow Agent, including a (i) copy of the payment request from the general contractor or design professionals, as applicable, for the Pedestrian Infrastructure Improvements, (ii) invoices supporting the cost of the work for which each Disbursement Request applies, and (iii) if the Disbursement Request pertains to hard construction costs, a certification from the City's general contractor that the portion for the Pedestrian Infrastructure Improvements for which each Disbursement Request applies is substantially complete. Within ten (10) days after receipt of each Disbursement Request and the required supporting documentation set forth herein, the Cardinals shall approve or disapprove such Disbursement Request. If the Cardinals approve a Disbursement Request, Escrow Agent shall promptly disburse from the Construction Funds Account the amount requested in the applicable Disbursement Request. If the Cardinals disapprove a Disbursement Request, the Cardinals shall provide reasonable details for such disapproval (including any required corrections to the work performed), and the City shall promptly cause any necessary rectification or correction to the work performed and thereafter resubmit the Disbursement Request in accordance with the procedures set forth in this Section 3(a). The Cardinals' failure to timely respond to a Disbursement Request shall be deemed the Cardinals disapproval of any Disbursement Request.

(b) Escrow Agent shall continue to hold and disburse the City PI Amount in accordance with the terms of this Agreement until such time as the City PI Amount has been fully disbursed; provided that any remaining City PI Amount shall be disbursed to the City at such time as Escrow Agent receives certification from the City, the City's architect, the design professionals engaged for the design of the Pedestrian Infrastructure Improvements, the City's general contractor and the Cardinals that the Pedestrian Infrastructure Improvements have been substantially completed.

(c) To the extent the Construction Funds Account is exhausted in full and there remain Costs outstanding for the completion of the Pedestrian Infrastructure Improvements, the Cardinals shall pay any remaining excess Costs to complete the Pedestrian Infrastructure Improvements, subject in all instances to the Cardinals' prior approval.

4. Obligations of Escrow Agent. Escrow Agent shall make all disbursements upon satisfaction of all applicable documentary requirements set forth herein without any duty to verify the underlying facts and despite any conflicting information or demands that might be provided by the Cardinals, the City or any other person or party. Escrow Agent shall not be liable for so acting or for any other action taken or omitted by it or by the Cardinals or the City, except for Escrow Agent's failure to make disbursements hereunder when the applicable documentary conditions have been satisfied or other actions which constitute negligence, bad faith, willful misconduct or breach of contract by Escrow Agent. Escrow Agent shall not be liable or responsible for the validity, enforceability or sufficiency of any document furnished to Escrow Agent, nor shall it be responsible for any representations or statements made in any of those documents. Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person. A disbursement by Escrow Agent shall not be deemed to be an approval by it of any work performed on the project or any materials furnished with respect thereto or a representation by it that the unused portion of the total cumulative sum is sufficient to pay remaining construction costs.

5. Escrow Agent's Fees. The fees of Escrow Agent shall be paid from the City PI Amount.

6. Failure to Complete. If the City fails to complete construction of the Pedestrian Infrastructure Improvements on or before the Completion Date, the Cardinals will have the rights and remedies set forth in Section 18 the Settlement Agreement.

7. Miscellaneous.

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate upon the completion of the Pedestrian Infrastructure Improvements and the disbursement of all of the City PI Amount pursuant to this Agreement.

(b) **Amendments.** This Agreement may be amended only in writing by a document signed by the Cardinals and the City.

(c) **Assignment; Third-Party Beneficiaries.** Neither the Cardinals nor the City may assign its rights and obligations hereunder except as permitted under Section 16 of the Settlement Agreement. Except as otherwise specifically provided in this Agreement with respect to AZSTA, no other person or entity shall be entitled to rely hereon or enforce any provision of this Agreement against any Party hereto, whether as a third-party beneficiary or otherwise, it being specifically intended that there shall be no third-party beneficiaries hereto or any third party reliance hereon. AZSTA is a third party beneficiary of this Agreement and is entitled to rely hereon and enforce any provision of this Agreement against a Party hereto, all in accordance with the terms of this Agreement.

(d) **Notices.** All notices, consents, approvals, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon personal delivery, (ii) via e-mail to e-mail addresses separately provided by the Parties (but only with respect to each Disbursement Request and the provisions of Section 3

herein, and for no other notices), (iii) as of the second business day after mailing by United States mail, postage prepaid, return receipt requested, or (iv) upon confirmed delivery by Federal Express or similar overnight delivery system, addressed as follows:

If to the City, to:

City of Glendale
5830 West Glendale Avenue
Glendale, AZ 85301
Attn: City Manager

If to the Cardinals, to:

c/o Arizona Cardinals Football Club LLC
8701 South Hardy Drive
Tempe, Arizona 85284
Attn: David M. Koeninger, General Counsel

If to Escrow Agent, to:

First American Title Insurance Company
9000 East Pima Center Parkway
Scottsdale, Arizona 85258
Attn.: Sarah Pritchard

or to such other address or to such other person as any party shall designate to the others for such purpose in the manner hereinabove set forth.

(e) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, subject to the provisions of the Settlement Agreement.

(f) **Attorney's Fees.** In the event of any litigation arising out of or relating to this Settlement Agreement, the prevailing Party shall be entitled to recover, in addition to all other remedies it may have, its attorneys' fees and other reasonable costs and expenses incurred in such litigation.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one agreement.

(h) **Choice of Law; Forum.** This Agreement is made in, and is to be construed according to the laws of, the State of Arizona, without regard to the conflicts of law or choice of law doctrines of the State of Arizona or any other jurisdiction. If any lawsuit, claim, cause, charge, or action is brought arising out of or relating to this Agreement, it shall be brought in Maricopa County Superior Court.

(i) **Severability.** If any portion, part, term, or provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect the other portions, parts, terms, or provisions, or applications of this Agreement that can be given effect without the invalid portions, parts, terms, provisions, or applications, and also shall not affect the Settlement Agreement any of the other agreements entered into as conditions precedent to the effectiveness of the Settlement Agreement; and, to this end, the provisions of this Agreement and the other agreements referenced in this Section are declared to be severable.

(j) **Time.** Time is of the essence of this Agreement.

(k) **Periods of Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(l) **A.R.S. §38-511.** The Parties acknowledge and agree that they have been notified of the provisions contained in A.R.S. §38-511 (cancellation of contracts with state or political subdivision for conflict of interest).

(m) **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the disbursement of the City PI Amount, and supersedes all prior agreements, arrangements and understandings between the Parties with respect to the disbursement of the City PI Amount, and no other agreement, statement or promise made by either Party hereto with respect to the City PI Amount that is not contained herein shall be binding or valid.

(n) **No Partnership, Joint Venture, or Principal-Agent Relationship.** Neither anything in this Agreement nor any acts of any of the Parties shall be deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between or among the Parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name:
Title:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: Michael Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

NEW CARDINALS STADIUM, LLC

By: Michael Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

STADIUM DEVELOPMENT LLC

By: Michael Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

CITY OF GLENDALE

Kevin A. Phelps
City Manager

ATTEST:

Art Bow
City Clerk

Approved as to form

[Signature]
City Attorney

Schedule PI

Stadium Parking Settlement Agreement Schedule PI – Pedestrian Infrastructure Plans

General

- This establishes the design basis for the needed infrastructure to allow pedestrians to travel efficiently and safely from the new PS parking lot south of Bethany Home Road (BHR) to the existing Stadium site. The basic components include a pedestrian underpass, pedestrian bridges over the SRP Canal and Outfall Channel and needed ramps and sidewalks.
- The documents in this Schedule provide sufficient detail to document the intended scope. Where specific details are not possible, the documents provide a design standard or level of quality.
- The exact design and specifications of the infrastructure described in this Schedule may be modified at the discretion of the Cardinals provided that no such modifications may materially detract from the functionality of the infrastructure.

Drawings

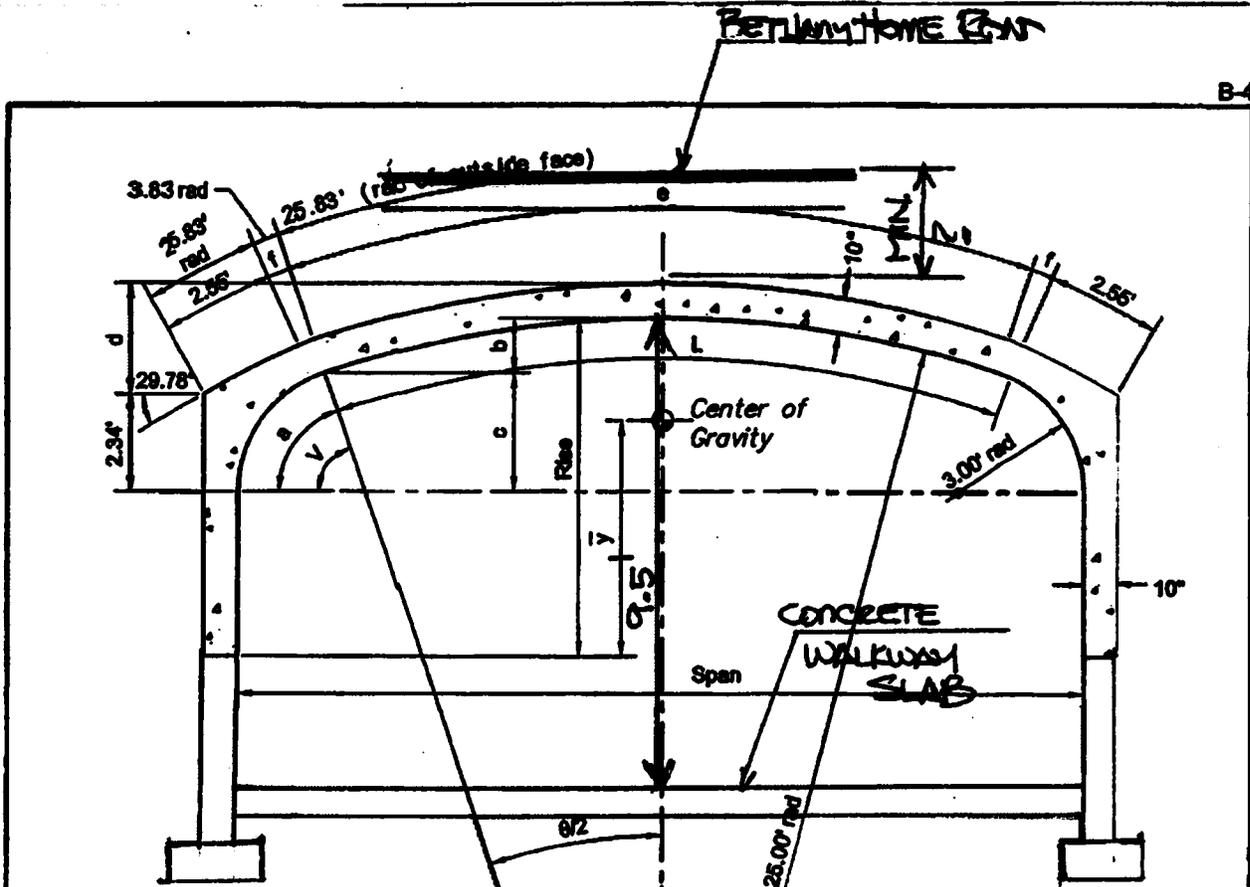
- Drawings PI-1 and PI-2 labeled Schedule PI – Pedestrian Infrastructure prepared by Bowman Consulting and dated 8-19-16.

Additional Information - Underpass

- Underpass Cross Section – The selected cross section is shown on the Geometric Properties Mid-Span Series Form System B from Conspan Bridge Systems.
- The underpass floor slab shall be sloped away from the center. Area drains at the base of the ramps shall be connected to the existing storm drainage system.
- The exposed concrete surfaces of the underpass and ramps, except for the floors, shall be finished to a sufficient level so that they can be painted. Painting of these surfaces shall be included to a light color and with a product that is easily cleanable. All of this is being done to facilitate maintenance and the removal of any future graffiti.
- A median in the center of BHR above the underpass shall be constructed as shown on the Roadway Median Detail.
- The Underpass and ramps shall have stainless steel handrails against vertical walls as shown on the provided photo. Painted steel safety railings or wall extensions shall be provided as needed along the top of the ramp walls or roadway edges.
- The northern lane of the existing BHR roadway will be eliminated and the north curb revised to allow for the underpass and ramps. The roadway will be re-striped as shown. The exact length of the width reduction will be determined in conjunction with the City of Glendale, but will be returned to the current width at both 95th and 91st Avenues.
- Recessed junction boxes with connecting conduit shall be cast into the top of the underpass to be used for lighting or similar devices. Locate junction boxes every ten (10') feet. Linear strip LED lighting shall be provided with a vandal proof lens as shown on the provided photo. A lighting level of 3 – 5 foot candles shall be provided.
- The ramps shall be lit to a 3 – 5 foot candle level. A combination of recessed wall lights or pole mounted lights may be used.

Additional Information - Bridges

- The design objective is to have “on grade” crossings similar to the existing 95th Avenue bridges. However, these bridges are designed for pedestrian use only. Bollards shall be installed at 5'-0" on center (3 at each end) so that vehicles cannot cross the bridges.
- For the bridge over the SRP Canal the design must be approved by SRP.
- The bridges shall have cast in place concrete decks.
- The expectation is that the bridge over the Outfall Channel will have three (3) spans with the bridge supports coordinated with the improvements in the Outfall Channel. However, the designer may design alternate spans if there is clear evidence that it will be less costly. The clearance under the bridge structure shall match or exceed the current 95th Avenue bridge.
- The actual bridge may be prefabricated offsite or constructed in place. The designer should present their proposal to the Cardinals for approval. Reference examples of prefabricated bridges are provided with this document.
- Both bridges shall include 42" high safety railings and ADA compliant hand rails. They may be part of the prefabricated solution.
- The bridges shall be lighted to a 3 – 5 foot candle level. Pedestrian scale (16' high) pole fixtures are recommended with a 40' – 50' spacing on each side.



CULVERT DIMENSIONS			
Span	16'	20'	24'
θ	26.26°	37.12°	48.29°
L	11.46'	16.20'	21.07'
a	4.02'	3.73'	3.45'
b	0.65'	1.30'	2.19'
c	2.92'	2.84'	2.74'
d	2.07'	2.63'	3.41'
V	76.85°	71.43°	65.83°
e	11.84°	16.75°	21.78°
f	0.74'	0.37'	0.00'

AREA OF CONCRETE SECTION (Square Feet)			
RISE (ft)	SPAN		
	16'	20'	24'
5	21.6	24.1	
6	23.3	25.8	28.1
7	25.0	27.5	29.8
8	26.7	29.2	31.5
9	28.4	30.9	33.2
10	30.1	32.6	34.9

MAXIMUM UNIT LENGTH = 8'-0"

**GEOMETRIC
PROPERTIES
MID-SPAN SERIES
FORM SYSTEM B**



CONSPAN®
BRIDGE SYSTEMS

← NORTH CURB (NEW)

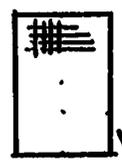
14'

20' WIDE UNDERPASS BELOW

12'

12' LANDSCAPING
- SHRUBS
- TREE

DECORATED GRABITE



4' x 6' OPENING IN UNDERPASS STRUCTURE - TOP TO HAVE OPEN GRATING

12'

LANDSCAPING
- SHRUBS
- TREE

RAISED MEDIAN w/ CURB

- LENGTH DETERMINED w/ TRAFFIC ENGINEER



ROADWAY MEDIAN DETAIL

← SOUTH CURB (EXISTING)

14'

HANDRAIL CONDITIONS

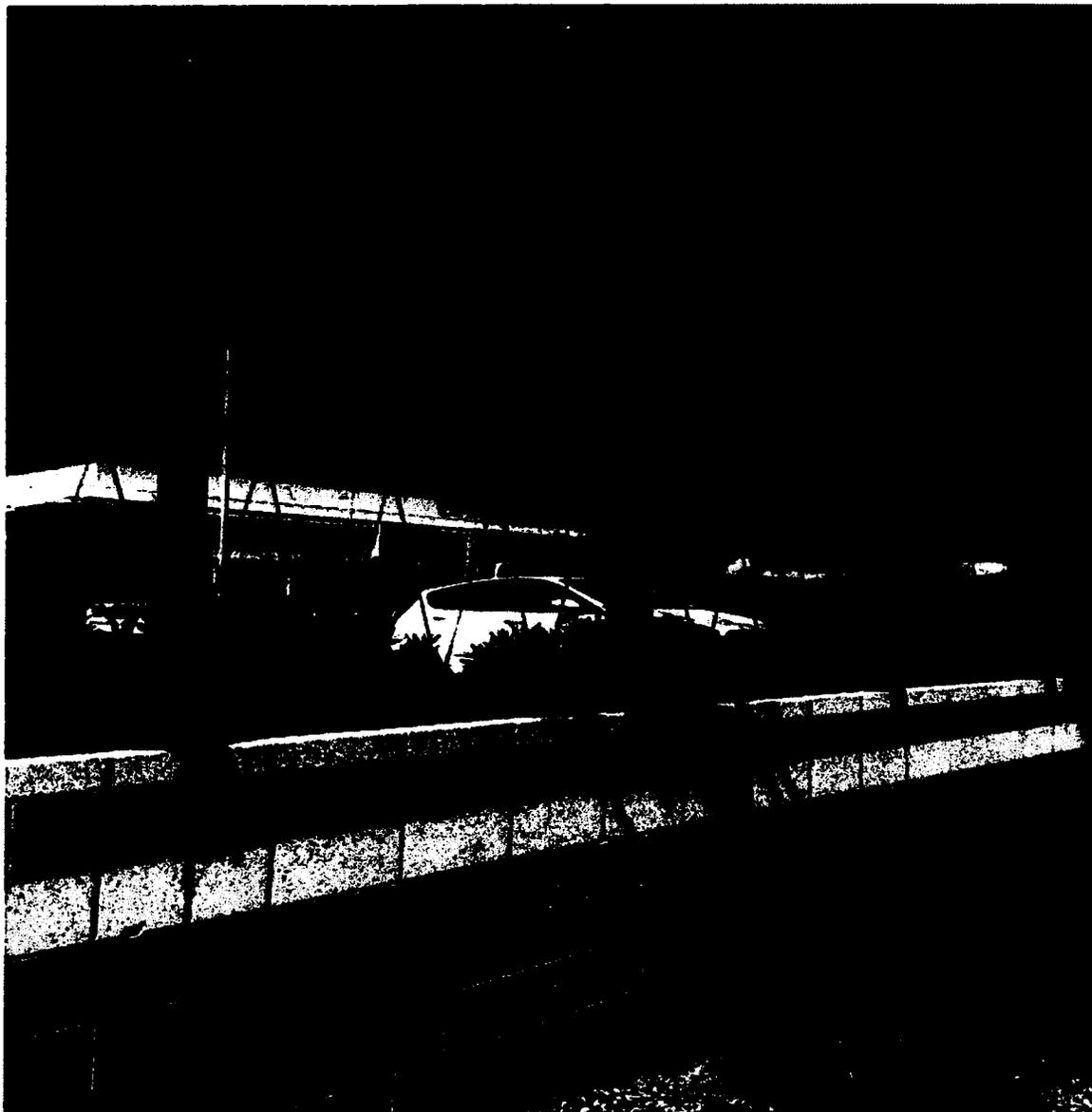


METAL HANDRAIL- STAINLESS STEEL SHOWN
Freestanding: wall mounted

Diameter: Mounting height:

Pedestrian Guard Rail

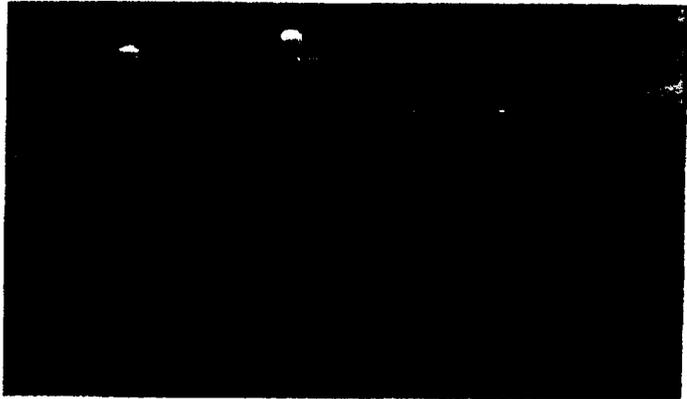
Provide guard railing at upper levels of pedestrian ramps where drop off exceeds 18"



UNDERPASS LIGHTING EXAMPLE

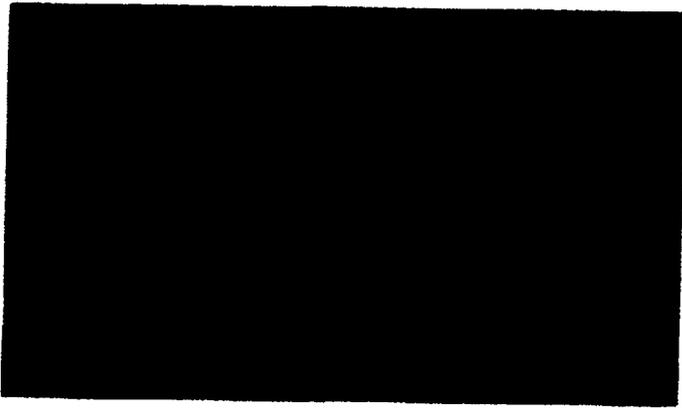
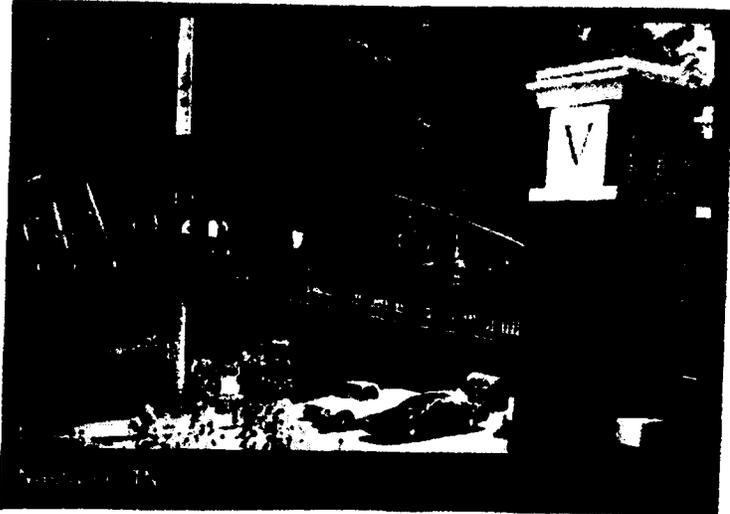


**Prefabricated
Bridge
Examples**



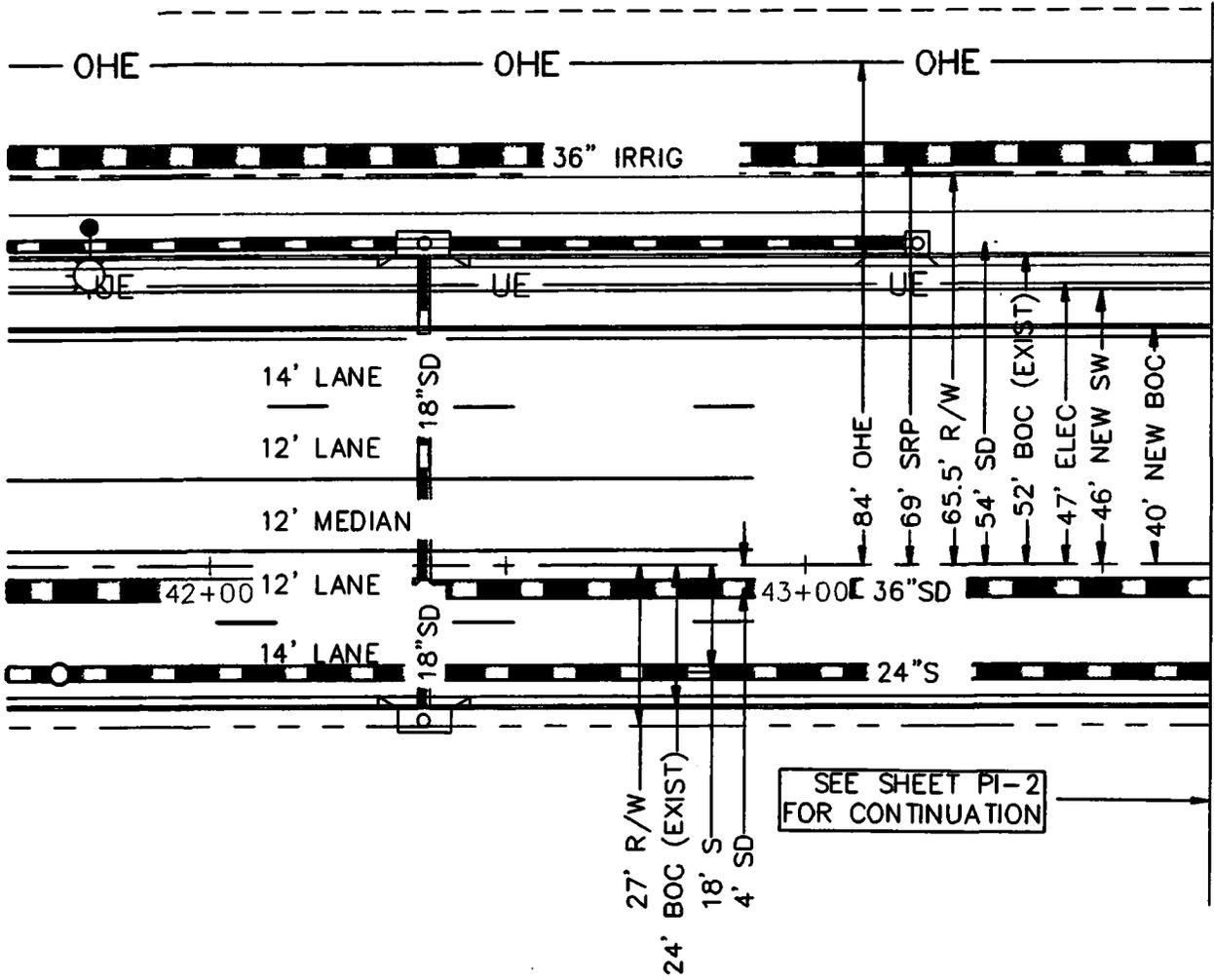
Capstone®

Dayton, OH



Capstone®

Frisco Falls, TX



SEE SHEET PI-2
FOR CONTINUATION



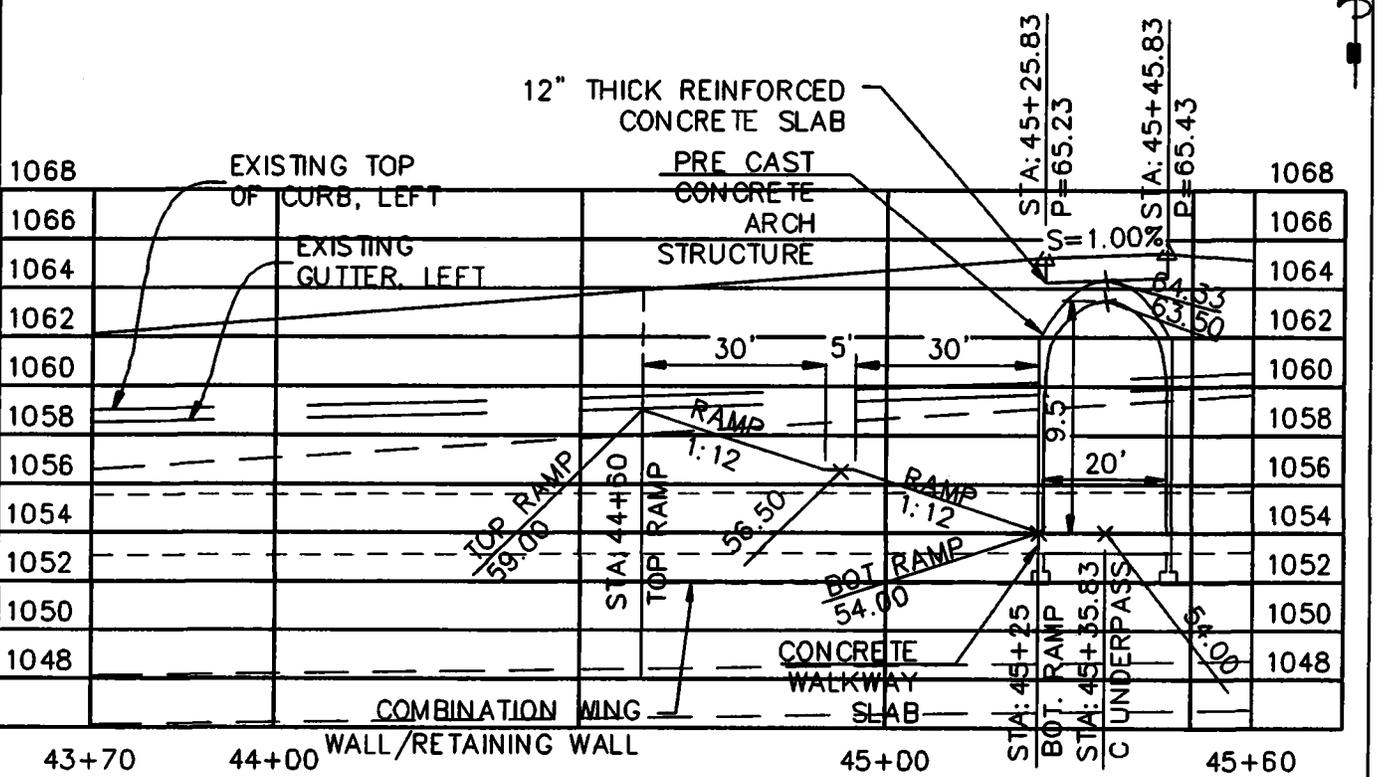
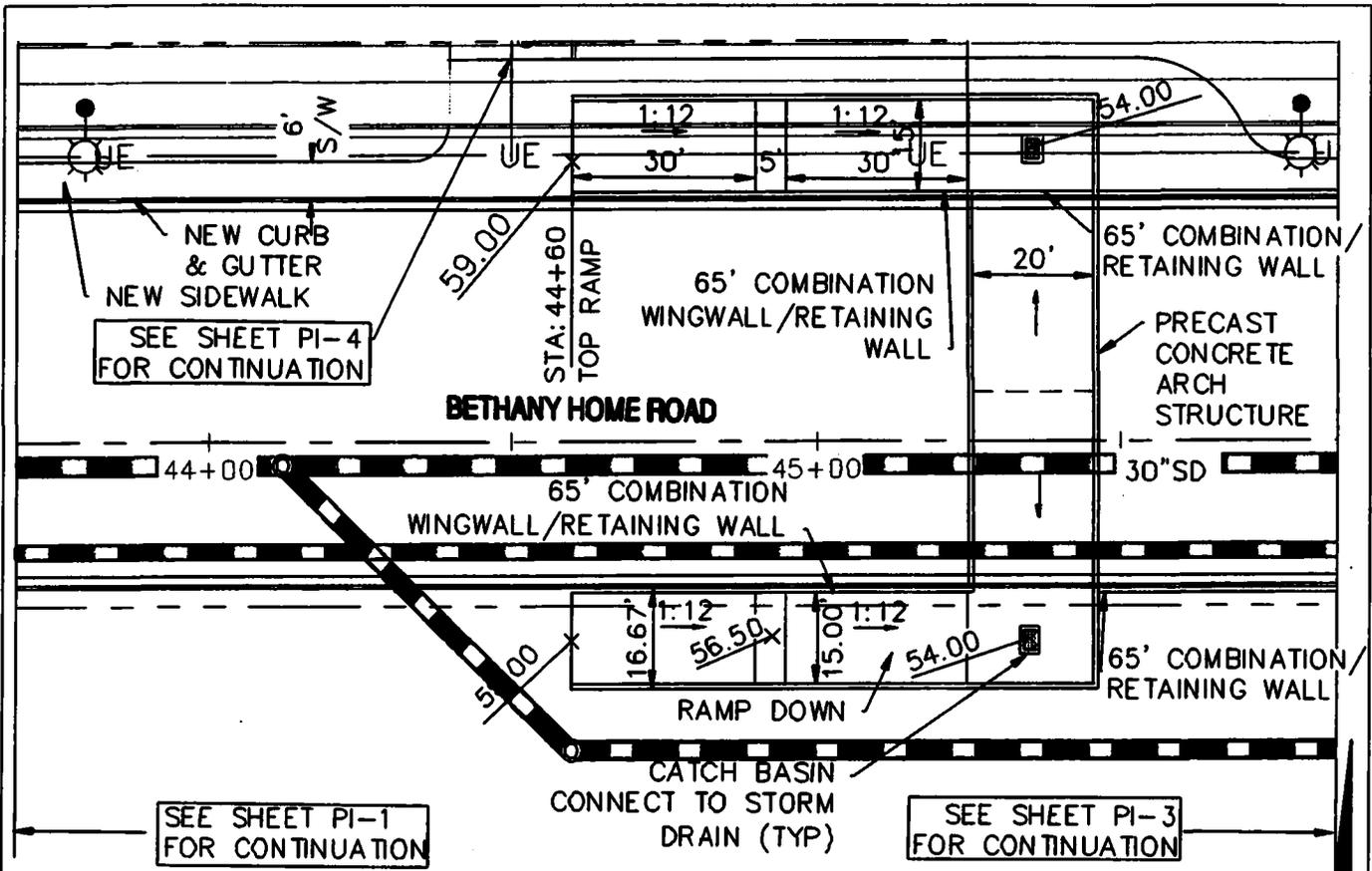
1064	STA: 41+80.00 P=1058.31			1064
1062	EXISTING TOP OF CURB, LEFT	EXISTING GUTTER, LEFT	S=2.00%	1062
1060				1060
1058				1058
1056				1056
1054				1054
1052	ADJUST MANHOLE TO FG	EX. 30" STORM DRAIN		1052
1050		EX. 24" SANITARY SEWER		1050
1048				1048
1046				1046
1044				1044

42+00

43+00

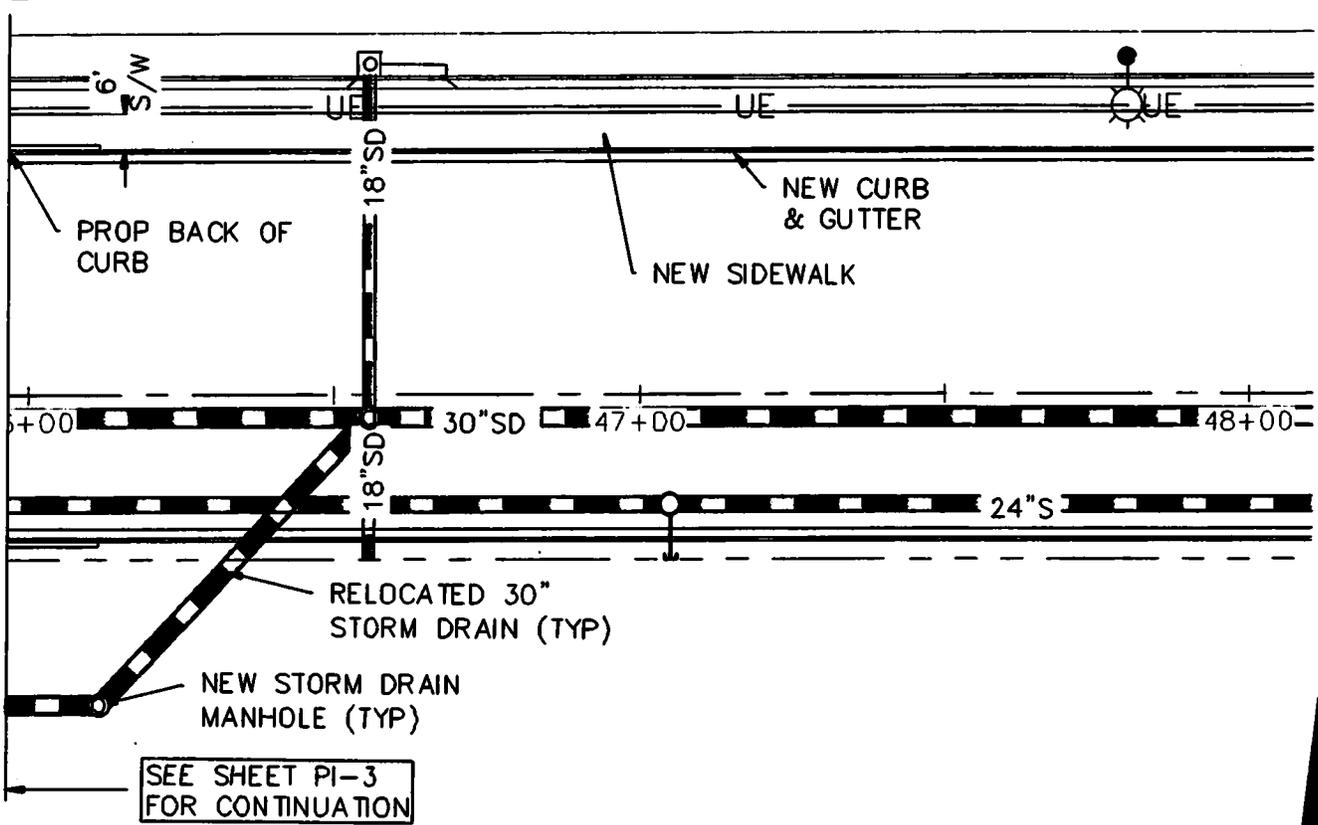
SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 9656-01-007 DATE: 08/29/16 SHEET 1 OF 4 PI1



SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 9658-01-007 DATE: 08/22/16 SHEET 2 OF 4 PI2



1068					1068
1066			ADJUST MANHOLE TO FG		1066
1064		S = -2.00%		STA: 47+11.79 P = 1062.11	1064
1062					1062
1060					1060
1058			ADJUST MANHOLE TO FG		1058
1056					1056
1054					1054
1052					1052
1050			COMBINATION WING WALL/RETAINING WALL		1050
1048					1048
1046					1046

46+00 47+00

SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 9858-01-007 DATE: 08/29/16 SHEET 3 OF 4 **PI3**



230'
CITY OF GLENDALE

220' PEDESTRIAN BRIDGE

BETHANY HOME
OUTFALL CHANNEL
(GRAND CANAL LINEAR PARK)

SRP ROW
GRAND CANAL
(SRP)

30'
PEDESTRIAN BRIDGE SIDEWALK

RAMP UP

EXISTING ASPHALT
SERVICE ROAD

40'

20'

61.60

STA: 45+25
BOT. RAMP

SEE SHEET PI-2
FOR CONTINUATION

1:12

STA: 44+50
20' BRIDGE

OHE

59.10

30'

55.00

1:12

1:12

54.00

SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 9858-01-007 DATE: 08/29/16 SHEET 4 OF 4 PI4

November 15, 2016

City of Glendale
5830 West Glendale Avenue
Glendale, AZ 85301
Attn: City Manager

Re: Stadium Parking Settlement Agreement ("Settlement Agreement") dated November 15, 2016 by and among Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"), Arizona Cardinals Football Club LLC (the "Club"), New Cardinals Stadium LLC ("NCS"), Stadium Development LLC ("SD"), and the City of Glendale (the "City"); the Club, NCS, and SD are collectively referred to herein as the "Cardinals."

Ladies and Gentlemen:

Reference is made to the Settlement Agreement. Unless otherwise defined herein, the capitalized terms used in this letter shall have the meanings ascribed to them in the Settlement Agreement. The Parties agree to supplement Schedule TO of the Settlement Agreement with the parking maps and signage dimension requirements attached hereto as Exhibit A and Exhibit B. The Parties have entered into this letter because such Exhibits include information that does not meet the format requirements of the Maricopa County Recorder.

All other terms and conditions set forth in the Settlement Agreement are hereby incorporated into this letter as if more fully set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Letter as of the date set forth above.

ARIZONA TOURISM AND SPORTS
AUTHORITY, d/b/a ARIZONA SPORTS
AND TOURISM AUTHORITY

By: Tom Sadler
Name: Tom Sadler
Title: Pres. - CEO AZSTA

ARIZONA CARDINALS FOOTBALL CLUB
LLC

By: Michael J. Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

NEW CARDINALS STADIUM, LLC

STADIUM DEVELOPMENT LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

CITY OF GLENDALE



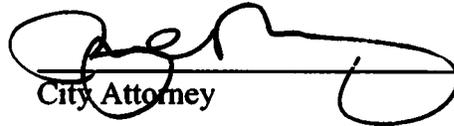
City Manager

ATTEST:



City Clerk

Approved as to form



City Attorney

Exhibit A
Ingress Sign Layout and Dimensions

Exhibit B
Egress Sign Layout and Dimensions

November 15, 2016

City of Glendale
5830 West Glendale Avenue
Glendale, AZ 85301
Attn: City Manager

Re: Stadium Parking Settlement Agreement ("Settlement Agreement") dated November 15, 2016 by and among Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"), Arizona Cardinals Football Club LLC (the "Club"), New Cardinals Stadium LLC ("NCS"), Stadium Development LLC ("SD"), and the City of Glendale (the "City"); the Club, NCS, and SD are collectively referred to herein as the "Cardinals."

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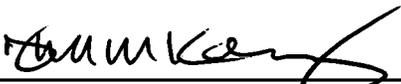
ARIZONA TOURISM AND SPORTS
AUTHORITY, d/b/a ARIZONA SPORTS
AND TOURISM AUTHORITY

By: Tom Sackler
Name: Tom Sackler
Title: Pres. - CEO AZSTA

ARIZONA CARDINALS FOOTBALL CLUB
LLC

By: Michael J. Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

NEW CARDINALS STADIUM, LLC

By: 
Name: DAVID M KOENINGER
Title: GENERAL COUNSEL

STADIUM DEVELOPMENT LLC

By: 
Name: DAVID M KOENINGER
Title: GENERAL COUNSEL

CITY OF GLENDALE


City Manager

ATTEST:


City Clerk

Approved as to form

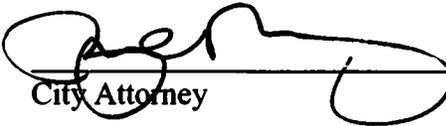

City Attorney

Exhibit A
Ingress Sign Layout and Dimensions

When Recorded, Return To:

Arizona Cardinals Football Club LLC
David M. Koeninger, General Counsel
8701 South Hardy Drive
Tempe, AZ 85284

STADIUM PARKING SETTLEMENT AGREEMENT

This Stadium Parking Settlement Agreement (“Settlement Agreement”) is entered into effective as of November 15, 2016 (the “Settlement Effective Date”) by and among Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority (“AZSTA”), Arizona Cardinals Football Club LLC (the “Club”), New Cardinals Stadium LLC (“NCS”), Stadium Development LLC (“SD”), and the City of Glendale (the “City”). The Club, NCS, and SD are collectively referred to as the “Cardinals.” AZSTA, the Cardinals, and the City are collectively referred to as the “Parties” and singularly referred to as a “Party.”

RECITALS

WHEREAS, on May 2, 2012, AZSTA and the Cardinals filed with the City a Notice of Claim pursuant to A.R.S. § 12-821.01 (the “Notice of Claim”), by which AZSTA and the Cardinals gave the City notice of a claim alleging that the City had repudiated certain contractual obligations relating to the provision of parking for Events at University of Phoenix Stadium (the “Stadium”).

WHEREAS, as a result of the Tolling Agreement and the Litigation Standstill Agreement and the amendments thereto (collectively, the “Tolling and Litigation Standstill Agreements”), the Parties have agreed to toll for various periods the statute of limitations for filing a lawsuit based on the Notice of Claim, and to defer the filing of any such lawsuit, and as a result no such lawsuit has been filed or is pending.

WHEREAS, on or about November 16, 2015, the City acquired two parcels of real property located in the vicinity of the Stadium, as follows: (a) the parcel of approximately 22 acres, located generally at the southwest corner of 91st Avenue and Maryland Avenue (as described in greater detail on Schedule PN, the “PN Parcel”); and (b) the parcel of approximately 72 acres, located generally at the southwest corner of 91st Avenue and Bethany Home Road (as described in greater detail on Schedule PS, the “PS Parcel”).

WHEREAS, the Parties now desire, on the basis set forth in this Settlement Agreement, to comprehensively and finally settle, resolve, and put behind them any and all controversies, claims, actions, disputes, and matters, whether known or unknown, that the Parties have or may have against each other, relating to, arising out of, or connected with the Notice of Claim or the subject matter thereof and, in connection therewith, to amend, modify and supersede the Existing Parking Agreements (as defined below) to the extent provided in this Settlement Agreement.

AGREEMENT

For and in consideration of the mutual undertakings hereunder, and each Party intending to be legally bound, the Parties agree as follows:

1. Recitals. The recitals set forth above are incorporated into this Settlement Agreement and are made a part of this Settlement Agreement by reference.
2. Definitions. Capitalized terms not otherwise defined in this Settlement Agreement have the meaning set forth in Exhibit A.
3. Amendments to Existing Parking Agreements; Ratification of Existing Parking Agreements. This Settlement Agreement is intended to amend, modify and supersede the Existing Parking Agreements to the extent set forth in this Settlement Agreement. To the extent of any inconsistency between this Settlement Agreement and any of the Existing Parking Agreements, this Settlement Agreement shall control and the Existing Parking Agreements shall be deemed to be amended, modified and superseded to the extent of such inconsistency. Except as otherwise set forth in this Section, the Existing Parking Agreements shall remain in full force and effect and are ratified and confirmed.
4. Modifications to the Stadium Parking System.
 - (a) PN Spaces. It is acknowledged and agreed that the City has constructed the PN Spaces prior to August 12, 2016 and otherwise in accordance with Amendment Number Four to the Tolling and Litigation Standstill Agreements. At all times during the Term, all of the PN Spaces shall be fully improved parking spaces, paved in a manner typical of commercial grade parking, with reasonable lighting, landscaping and other reasonable accommodations. During the Term, the City shall not sell, lease, license (other than Permitted Licenses), pledge, encumber or otherwise transfer any of the real property on which the PN Spaces are located without the prior written consent of AZSTA and the Cardinals, which consent may be withheld in the applicable Party's sole and absolute discretion.
 - (b) Improvement of PS Parcel; Condition of PS Spaces. Prior to the Completion Date, at the City's sole cost and expense, the City shall construct the PS Spaces substantially in accordance with the specifications set forth on Schedule PS-P, and as otherwise reasonably agreed to by the Parties, acting in good faith. The parking spaces located on the PS Parcel are referred to as the "PS Spaces." At all times during the Term, all of the PS Spaces shall be fully improved parking spaces, paved in a manner typical of commercial grade parking, or turf parking and shall be provided with reasonable lighting, landscaping, pedestrian walkways to connect to the Pedestrian Infrastructure, and other reasonable accommodations. During the Term, the City shall not sell, lease, license (other than Permitted Licenses), pledge, encumber or otherwise transfer any of the real property on which the PS Spaces are located without the prior written consent of AZSTA and the Cardinals, which consent may be withheld in the applicable Party's sole and absolute discretion.

(c) **Infrastructure Improvements.**

(i) It is acknowledged and agreed that (x) the modifications to the Stadium parking system contemplated by this Settlement Agreement will have a material impact on the patterns of vehicular and pedestrian traffic in connection with Events at the Stadium and (y) in order to accommodate such changes in vehicular and pedestrian traffic, it will be necessary to construct various infrastructure improvements, including the Pedestrian Infrastructure.

(ii) **Pedestrian Infrastructure Improvements.**

1. Prior to the Completion Date, the City shall cause the Pedestrian Infrastructure to be constructed and completed substantially in accordance with the design basis drawings set forth on Schedule PI (the "Pedestrian Infrastructure Plans"). Unless otherwise required to be selected and/or engaged by the City pursuant to applicable law, the Cardinals shall be responsible for the selection and engagement of the design professionals for the design and development of the Pedestrian Infrastructure, subject to the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City (and the Cardinals in accordance with the provisions of subsection 2 below) shall cause the Pedestrian Infrastructure to be completed in a good and workmanlike manner, free from liens and defects.
2. After the Settlement Effective Date, the Cardinals shall prepare detailed design documents in form and substance necessary for public bidding for the general contractor based on the Pedestrian Infrastructure Plans. Within sixty (60) days after receipt of such detailed design documents, the City shall select the general contractor to construct the Pedestrian Infrastructure in accordance with A.R.S. § 34-101, *et seq.* The City shall cause such general contractor to commence construction of the Pedestrian Infrastructure in order to complete the Pedestrian Infrastructure prior to the Completion Date. From and after the date on which such general contractor commences construction of the Pedestrian Infrastructure, and to the fullest extent permitted by law, the Cardinals shall have the primary control over the installation of the Pedestrian Infrastructure, subject to the City's input for the purpose of complying with local design and/or permitting codes, rules, regulations and ordinances, building safety requirements or procurement

requirements. The City shall have the primary responsibility for obtaining all easements and rights of way, including but not limited to easements on rights of way pertaining to the adjacent Salt River Project channels, necessary for completion of the Pedestrian Infrastructure, subject to the reasonable cooperation of each of AZSTA and the Cardinals to the extent reasonably necessary to assist the City with obtaining such easements and rights of way.

3. The City's maximum liability for the payment of the costs and expenses to construct and complete the Pedestrian Infrastructure shall be Three Million One Hundred Thousand Dollars (\$3,100,000.00) (the "City PI Amount"). The City shall take all acts necessary to waive any applicable City permit fees with respect to the construction of the Pedestrian Infrastructure, to the extent waivable. The Cardinals, at its sole cost and expense, shall be responsible for any amounts exceeding the City PI Amount necessary to construct and complete the Pedestrian Infrastructure.
4. As a condition precedent to the effectiveness of this Settlement Agreement, the City and the Cardinals shall have entered into a Construction Escrow Agreement in substantially the form attached hereto as Exhibit B (the "PI Escrow Agreement").
5. Upon completion of the Pedestrian Infrastructure, the City shall be responsible for maintaining, repairing and controlling the Pedestrian Infrastructure.

(d) Permanent City Parking Spaces. After the Settlement Effective Date and prior to the Completion Date, for all Events for which the City is obligated to provide the Shared Coyotes Spaces and Overflow Spaces under the Existing Parking Agreements (a "Stadium Parking Event"), the City shall provide parking spaces in the same numbers and in the same locations as were provided during the 2016 NFL season. After the Completion Date, for all Stadium Parking Events, the City shall provide eleven thousand (11,000) parking spaces in the locations and in the numbers set forth on Schedule X (Permanent Parking Layout). Except as expressly set forth below in Section 4(i) (Westgate MUDA; Requests for Conveyance) or Section 4(g) (Priority of Use; Arena Conflicts), the City shall have no right to change the location of any such parking spaces without the prior written consent of AZSTA and the Cardinals, which may be withheld in the applicable Party's sole discretion. If in connection with any Stadium Parking Event the City complies with this paragraph, the City shall be deemed to have satisfied its obligation to provide the Shared Coyotes Spaces and Overflow Spaces pursuant to the Existing Parking Agreements with respect to such Stadium Parking Event.

(e) **Permanent Westgate Parking Spaces.** After the Completion Date, for all Events for which the City is obligated to provide the Shared Coyote Spaces under the Existing Parking Agreements, as a portion of the Permanent City Parking Spaces, the City shall provide two thousand seven hundred eighty nine (2,789) parking spaces at Westgate, as follows:

Westgate Parking Lot	Number of Spaces
Lot B	540
Lot J	640
Lot G	1,169
Hotel Parking Garage	440
Total:	2,789

The parking spaces referred to in the foregoing table are referred to as the "Permanent Westgate Parking Spaces." The parking lots in which the Permanent Westgate Parking Spaces are located are described in greater detail in Schedule PWPS. Except for a Permitted Transfer or as otherwise expressly permitted under this Settlement Agreement, during the Term, the City shall not sell, lease, license, pledge, encumber or otherwise transfer any of the real property on which the Permanent Westgate Parking Spaces are located without the prior written consent of AZSTA and the Cardinals, which consent may be withheld in the applicable Party's sole and absolute discretion. To the extent AZSTA and/or the Cardinals have caused any of the Existing Parking Agreements (or any memorandum thereof) to be recorded against any other property at Westgate, AZSTA and the Cardinals shall cause such recordation to be removed of record promptly after the Completion Date.

(f) **Operating Costs and Expenses; Insurance.** The provisions of Sections 3.2 and 4.1 of the Parking License shall apply to the Permanent City Parking Spaces as if the Permanent City Parking Spaces were Shared Coyotes Spaces and Overflow Spaces.

(g) **Priority of Use; Arena Conflicts.** AZSTA or the Cardinals, as applicable, shall have an absolute first priority right to use all of the PN Spaces and PS Spaces during all Events for which the City is obligated to provide such parking spaces to AZSTA or the Cardinals under this Settlement Agreement, subject to Section 4(h) of this Settlement Agreement. Except to the extent, if any, prohibited by any agreements in effect as of the Settlement Effective Date, AZSTA or the Cardinals, as applicable, shall also have an absolute first priority right to use all of the Permanent Westgate Parking Spaces during all Events for which the City is obligated to provide such parking spaces to AZSTA or the Cardinals under this Settlement Agreement, subject to Section 4(h) of this Settlement Agreement. To the extent any agreements in effect as of the Settlement Effective Date contain any such prohibition, the City shall use commercially reasonable efforts to amend such agreements promptly to allow the City to provide to AZSTA or the Cardinals, as applicable, such absolute first priority right to use all of the Permanent Westgate Parking Spaces during all Events for which the City is obligated to provide such parking spaces to AZSTA or the Cardinals under this Settlement Agreement. After the Settlement Effective Date, the City shall not enter into any agreement (including any amendment or extension of any existing agreement) relating to the PN Spaces, PS Spaces, or Permanent

Westgate Parking Spaces (including but not limited to any agreement relating to the use or management of the Arena) that would restrict the City's ability to provide all of those parking spaces to AZSTA or the Cardinals, as applicable, for all Events for which the City is obligated to provide such parking spaces under this Settlement Agreement. This Section 4(g) shall supersede any conflicting provisions in any of the Existing Parking Agreements, including but not limited to Section 8.4 of the DDA. The City shall use commercially reasonable efforts to avoid any scheduling conflicts between the Stadium and the Arena.

(h) Scheduling of Events. Subject in all cases to Section 5, in the event (i) the City gives written notice to AZSTA of a proposed activity or event to be conducted by the City (a "City Use") on the PN Spaces, PS Spaces and/or Permanent Westgate Spaces (which notice shall describe the proposed City Use in reasonable detail) and (ii) as of the date which is ninety (90) days prior to such proposed City Use, there is no Stadium Parking Event scheduled at the Stadium on the date of such proposed City Use, then such City Use may proceed in accordance with the notice provided to AZSTA pursuant to this paragraph. Notwithstanding the foregoing, there shall be no City Use of the PN Spaces, PS Spaces and/or Permanent Westgate Spaces on any NFL Dates.

(i) Westgate MUDA: Requests for Conveyance. The City represents and warrants that as of the date of this Settlement Agreement, the MUDA is in full force and effect and has not been modified or amended. During the Term, except for a Permitted MUDA Amendment, the City shall not amend or modify Section 4.6 of the MUDA or waive any of its rights under Section 4.6 of the MUDA without the prior written consent of AZSTA and the Cardinals, which consent may be withheld in the applicable Party's sole and absolute discretion. In the event the City receives any Request for Conveyance (as defined in the MUDA) under Section 4.6 of the MUDA with respect to any of the parcels used to provide the Permanent Westgate Parking Spaces, (a) the City shall promptly provide a complete copy thereof to AZSTA and the Cardinals; (b) prior to responding to such Request for Conveyance, the City shall consult in good faith with AZSTA and the Cardinals concerning the related Replacement Parking Plan (as defined in the MUDA); (c) the City shall incorporate into its response to such Replacement Parking Plan any reasonable comments provided by AZSTA and/or the Cardinals; (d) the City shall not consent to any Replacement Parking Plan without the prior written consent of AZSTA and the Cardinals, which shall not be unreasonably withheld so long as such Replacement Parking Plan does not contemplate any reduction in the number of Permanent Westgate Parking Spaces and all of the replacement parking spaces are fully improved commercial grade parking spaces that are located at Westgate; and (e) at the Closing (as defined in the MUDA) of any transaction contemplated by Section 4.6 of the MUDA, the City shall cause this Settlement Agreement to be recorded against all parcels received by the City at such Closing (each, a "Replacement Westgate Parking Parcel"). From and after any such Closing (provided such transaction has been accomplished in accordance with this Settlement Agreement), (i) all of the parking spaces located on such Conveyance Parcel (as defined in the MUDA) shall no longer constitute Permanent Westgate Parking Spaces; (ii) all of the parking spaces located on such Replacement Westgate Parking Parcel shall be deemed to be Permanent Westgate Parking Spaces for all purposes of this Settlement Agreement (including without limitation the transfer

restrictions set forth in Section 4(e)); (iii) the table in Section 4(e) of this Settlement Agreement along with Schedule PWPS to this Settlement Agreement shall be deemed to be amended to reflect the foregoing clauses (i) and (ii); and (iv) the City is authorized to take any action necessary to cause this Settlement Agreement to be no longer recorded as an encumbrance against the applicable Conveyance Parcel.

5. Certain Restrictions on Use of PN Parcel; PS Parcel and Permanent Westgate Parking Spaces. Subject to the rights of AZSTA and the Cardinals under Section 4(g) (Priority of Use; Arena Conflicts) and the transfer restrictions set forth in Sections 4(a) and (b), at any time when the PN Spaces or the PS Spaces are not being used for Event parking, the City may use the PN Spaces or the PS Spaces for any purpose (including without limitation to provide parking for events at the Arena) except as otherwise prohibited under this Section 5.

(a) PN Parcel.

(i) Advertising. There shall be no advertising on the PN Parcel at any time, except for temporary advertising during events held on the PN Parcel in accordance with this Agreement. All such temporary advertising must be submitted to the Cardinals for approval at least ten (10) days prior to the applicable event. Such temporary advertising shall not conflict with the Cardinals or any of its sponsors. Provided no such conflict exists, the Cardinals shall not unreasonably withhold such approval.

(ii) Events. There shall be no events conducted on the PN Parcel, and no concessions or other items shall be sold on the PN Parcel, at any time when the PN Spaces are being used for Event parking, unless approved by AZSTA and the Cardinals. The City shall give AZSTA and the Cardinals thirty (30) days' prior written notice of any proposed event to be held on the PN Parcel. There shall be no events held on the PN Parcel that are Competitive with events held at the Stadium or Sportsman's Park unless approved by AZSTA and the Cardinals.

Any proposed City Use shall be deemed to be "Competitive" if such proposed City Use reasonably would be considered to: (A) conflict with or be competitive with (i) AZSTA; (ii) the Fiesta Bowl Foundation (or any then-current Fiesta Bowl sponsor); or (iii) the Cardinals (or any then-current Cardinals sponsor); (B) conflict with or be competitive with any activity or event that is scheduled to be conducted in the Stadium or Sportsman's Park within ten (10) days before or after such City Use; or (C) conflict with or be competitive with any recurring activity or event that has been conducted in the Stadium or Sportsman's Park on at least two (2) or more occasions in the three (3) year period preceding such City Use.

(b) **PS Parcel.**

- (i) **Advertising.** There shall be no advertising on the PS Parcel at any time when the PS Spaces are being used for Event parking, except as permitted by the Cardinals. There shall be no billboards or other outdoor advertising (i.e., advertising for offsite goods or services) on any portion of the PS Parcel, including any portion thereof not used for the PS Spaces, without the prior written consent of the Cardinals, which consent may be withheld in the Cardinals' sole and absolute discretion.
- (ii) **Events.** There shall be no events conducted on the PS Parcel, and no concessions or other items shall be sold on the PS Parcel, at any time when the PS Spaces are being used for Event parking, unless approved by AZSTA and the Cardinals. The City shall give AZSTA and the Cardinals thirty (30) days' prior written notice of any proposed event to be held on the PS Parcel. There shall be no events held on the PS Parcel that are Competitive with events held at the Stadium or Sportsman's Park unless approved by AZSTA and the Cardinals.

(c) **Permanent Westgate Parking Spaces.** Unless required under a pre-existing agreement that is listed on Schedule Y (a complete copy of each such agreement shall be delivered by the City to AZSTA and the Cardinals promptly upon written request), there shall be no advertising, sales of concessions or other items in the Permanent Westgate Parking Spaces at any time when the Permanent Westgate Parking Spaces are being used for parking during Events except as permitted by the Cardinals. There shall be no events conducted in the Permanent Westgate Parking Spaces at any time when the Permanent Westgate Parking Spaces are being used for parking during Events except as permitted by the Cardinals.

6. **95th Avenue Infrastructure.** Prior to the Completion Date, at the City's sole cost and expense, the City shall cause the 95th Avenue Infrastructure to be constructed and completed.

7. **Traffic Operations Minimum Standards.** From and after the Settlement Effective Date, the City shall conduct traffic operations for all Stadium Events in accordance with the minimum standards set forth on Schedule TO (Traffic Operations Minimum Standards).

8. **Cardinals Trademarks; Signage on City Streets During Stadium Events.** The City shall make no use of the Cardinals logo or other trademarks without the prior written consent of the Cardinals, which may be withheld in the Cardinals' sole discretion. On the date of any Event, the City shall not display, or permit to be displayed, any non-permanent signage (other than (x) non-commercial signage required under applicable federal law, state law, or pre-existing municipal law or (y) temporary directional signage for Event purposes) in, on, above or adjacent to any City street or right-of-way located within a one-half mile of the AZSTA Parcel, including without limitation in, on, above or adjacent to Maryland Avenue, Bethany Home Road, 91st Avenue and 95th Avenue, without the written permission of the Cardinals and AZSTA.

9. **Parking Fees and Charges.** The City shall not impose any parking fees or charges for any Stadium Parking Spaces provided by the City for any Event. The City shall not offer or provide (and shall not grant any third party the right to offer or provide) any parking spaces in any other parking facilities owned or controlled by the City located within a one-mile radius of the AZSTA Parcel during any Event (except for parking spaces provided to City personnel who are providing services in connection with such Event); provided that the City may provide parking as reasonably required for Arena events (subject to Section 4(g) of this Settlement Agreement), but shall take all reasonably necessary action to ensure that such Arena parking is not marketed, offered, sold, leased, licensed or used as Stadium parking. The Cardinals shall have the right to impose, collect and retain parking fees or charges for any Stadium Parking Spaces for any Cardinals home game or any other Event held at the Stadium by the Cardinals, in the Cardinals' sole and absolute discretion. AZSTA shall have the right to impose, collect and retain parking fees or charges for any Stadium Parking Spaces for any other Event, in AZSTA's sole and absolute discretion. The Cardinals or AZSTA, as applicable, in its sole and absolute discretion, shall control the amount and manner in which any parking fees or charges are imposed and collected pursuant to this Section 9. This Section 9 shall supersede any conflicting provisions in any of the Existing Parking Agreements, including but not limited to (x) Section 2.3.3.2 of the Parking License and (y) Recital E and Section 3.6.1 of the FUF Agreement. The last two sentences of Section 3.2 of the Parking License are deleted.

10. **PS Land Swap.** It is acknowledged and agreed that a substantial portion of the 95th Avenue Infrastructure to be constructed pursuant to this Agreement is to be constructed across a parcel of real property currently owned by Farm 101 LLC, an affiliate of the Cardinals. Accordingly, in order to facilitate and expedite the construction of the 95th Avenue Infrastructure, promptly after the Settlement Effective Date, the City shall take all action reasonably necessary (including the prompt posting and publication of all necessary notices) to initiate the process of adopting an ordinance (the "Ordinance") in accordance with A.R.S. §9-407, approving the exchange of real properties between the City and Farm 101 LLC as in a Real Property Exchange Agreement (Including Escrow Instructions) in substantially the form of the documents attached to this Settlement Agreement as Exhibit C with any changes required under applicable law (the "Land Swap Agreement"). The City shall cause the Ordinance to be included on the agenda for the first City Council meeting after the Settlement Effective Date at which the Ordinance reasonably can be considered. Following the adoption of the Ordinance, the City promptly shall enter into the Land Swap Agreement.

11. **Certain Payments by the City.**

(a) **Damages.** The City acknowledges and agrees that AZSTA and the Cardinals have incurred substantial damages, costs and expenses arising out of or resulting from the AZSTA/Cardinals Released Claims. As compensation and full settlement for such damages, costs and expenses, the City shall pay AZSTA and the Cardinals Fourteen Million One Hundred Thousand Dollars (\$14,100,000.00), which shall be paid in accordance with the Settlement Payment Schedule attached as Schedule Z.

(b) **Interest on Late Payments.** In the event any payment required to be made by the City under this Agreement is not made when due and payable, the unpaid amount

of such payment shall bear interest at the rate of eighteen percent (18%) from the due date to the date such amount is paid and such interest shall be paid to the person to whom such late payment is payable.

12. **Mutual Releases.** AZSTA and the Cardinals, on behalf of themselves and any and all or any other persons or entities claiming by, through, under, or on behalf of AZSTA or the Cardinals, knowingly and voluntarily, forever waive, release, and discharge, and covenant not to sue the City or any City-Related Persons and Entities with respect to, the AZSTA/Cardinals Released Claims.

The City acknowledges and agrees that, to the best of its knowledge, information, and belief, as of the date it executed this Settlement Agreement it had no basis to believe or assert that AZSTA or the Cardinals have breached any obligation either of them may have under any Parking-Related Documents. Nevertheless, in the interest of compromise and settlement, and for the avoidance of doubt, the City, on behalf of itself and any and all other persons or entities claiming by, through, under, or on behalf of the City, knowingly and voluntarily, forever waives, releases, and discharges, and covenants not to sue AZSTA, the Cardinals, or any AZSTA/Cardinals-Related Persons and Entities with respect to, the City Released Claims.

Notwithstanding this Section or any other term or provision of this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall, on behalf of any Party, (a) constitute a waiver, release, discharge, or covenant not to sue with respect to, or otherwise affect any Party's rights or remedies in the event of, any breach of this Settlement Agreement or any Parking-Related Documents (as amended by this Settlement Agreement) that may occur after the Settlement Effective Date; or (b) constitute a waiver, release, discharge, or covenant not to sue of or with respect to any rights, remedies, claims, causes of action, or defenses against or relating to any non-Party to this Settlement Agreement, all of which are expressly reserved.

13. **Representations and Warranties.**

(a) **By the City.** The City represents and warrants to AZSTA and the Cardinals as follows:

- (i) It has been duly formed and is validly existing as a municipal corporation and a political subdivision of the State of Arizona.
- (ii) Execution, delivery and performance of this Settlement Agreement by the City has been duly authorized by all necessary action on its part.
- (iii) This Settlement Agreement constitutes a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms.
- (iv) Except as expressly mentioned in this Settlement Agreement, the City is not a party to or bound by any agreements or covenants with third parties which would in any way limit or impair the

performance by the City of any of its obligations, under or pursuant to this Settlement Agreement.

- (v) The City has constructed and completed the PN Spaces in accordance with Amendment Number Four to the Tolling and Litigation Standstill Agreements.

(b) By AZSTA. AZSTA represents and warrants to the City and the Cardinals as follows:

- (i) It has been duly formed and is validly existing as a corporate and political body of the State of Arizona.
- (ii) Execution, delivery and performance of this Settlement Agreement by the City has been duly authorized by all necessary action on its part.
- (iii) This Settlement Agreement constitutes a lawful, valid and binding obligation of AZSTA, enforceable against AZSTA in accordance with its terms.
- (iv) AZSTA is not a party to or bound by any agreements or covenants with third parties which would in any way limit or impair the performance by AZSTA of any of its obligations, under or pursuant to this Settlement Agreement.

(c) By the Cardinals. The Club, NCS and SD each represents and warrants to the City and AZSTA as follows:

- (i) It has been duly formed and is validly existing as a limited liability company under the laws of the state of its organization. If organized in a state other than Arizona, it is duly qualified to transact business in the State of Arizona.
- (ii) Execution, delivery and performance of this Settlement Agreement by it has been duly authorized by all necessary action on its part.
- (iii) This Settlement Agreement constitutes a lawful, valid and binding obligation of it, enforceable against it in accordance with its terms.
- (iv) It is not a party to or bound by any agreements or covenants with third parties which would in any way limit or impair the performance by it of any of its obligations, under or pursuant to this Settlement Agreement.

14. Costs and Attorneys' Fees. Each Party agrees to bear its own respective costs, attorneys' fees, and other expenses incurred in connection with the Notice of Claim, the Tolling and Litigation Standstill Agreements, and the negotiation and execution of this Settlement

Agreement. In the event of any litigation arising out of or relating to this Settlement Agreement, the prevailing Party or Parties shall be entitled to recover, in addition to all other remedies it or they may have, its or their attorneys' fees and other reasonable costs and expenses incurred in such litigation.

15. Non-Admission. It is understood and agreed that neither the execution of this Settlement Agreement nor any term or provision of this Settlement Agreement in any way constitutes any admission or concession of any wrongdoing, liability, or fault by or on behalf of any Party.

16. Assignment. No Party shall make any assignment of this Settlement Agreement or any of the Existing Parking Agreements without the prior written consent of the other Parties, which may be withheld by each other Party in its sole and absolute discretion; provided that (x) AZSTA or the Cardinals may make an assignment of this Settlement Agreement and the Existing Parking Agreements, subject to the terms and conditions set forth in Section 17 of the Use Agreement, *mutatis mutandis*; (y) any such assignment of this Settlement Agreement shall be subject to Section 17 (Covenants Run with the Land; Successors and Assigns; No Non-Party Beneficiaries) of this Settlement Agreement; and (z) any assignment of any Existing Parking Agreement shall be subject to any provisions in such Existing Parking Agreement that correspond to Section 17 of this Agreement.

17. Covenants Run with the Land; Successors and Assigns; No Non-Party Beneficiaries. Upon full execution of this Settlement Agreement, this Settlement Agreement shall be recorded in the Official Records of Maricopa County, Arizona. All of the covenants, easements, agreements, promises and duties of the parties as set forth in this Settlement Agreement are covenants running with the land and the City Parcels shall constitute the servient tenement (i.e., the burdened parcel) and the Stadium Parcels shall constitute the dominant tenement (i.e., the benefitted parcels). This Settlement Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns, and upon any person acquiring an interest in the City Parcels and/or in the Stadium Parcels or any portion thereof, or any interest therein, whether by operation of law or otherwise. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns. Except insofar as the City-Related Persons and Entities and the AZSTA/Cardinals-Related Persons and Entities are intended beneficiaries of the mutual releases contained in this Settlement Agreement, as set forth in Section 12 above, the Parties agree that there shall not be any non-Party beneficiaries of this Settlement Agreement, or any right of any non-Party to rely on this Settlement Agreement.

18. Consideration. Each Party represents and acknowledges that this Settlement Agreement is supported by fair and adequate consideration sufficient to support a binding agreement.

19. A.R.S. §38-511. The Parties acknowledge and agree that they have been notified of the provisions contained in A.R.S. §38-511 (cancellation of contracts with state or political subdivision for conflict of interest).

20. **Governing Law; Forum; Remedies.** This Settlement Agreement is made in, and is to be construed according to the laws of, the State of Arizona, without regard to the conflicts of law or choice of law doctrines of the State of Arizona or any other jurisdiction. If any lawsuit, claim, cause, charge, or action is brought arising out of or relating to this Settlement Agreement, it shall be brought in Maricopa County Superior Court. The City acknowledges and agrees that the remedies at law available to AZSTA and the Cardinals for a breach or threatened breach of any term or provision of this Settlement Agreement would be inadequate and, in recognition of that fact, agrees that in the event of any such breach or threatened breach, and in addition to any remedies that may be available at law, AZSTA and the Cardinals shall have the right to obtain equitable relief in the form of specific performance, a temporary restraining order and/or permanent injunction, or such other equitable remedy as may be available.

21. **Counterparts.** This Settlement Agreement may be signed in any number of counterparts, including facsimile or copies of signatures, each of which shall be deemed an original, but which together shall comprise one and the same document.

22. **Further Assurances.** Each Party agrees to cooperate and to execute such other supplementary or corrective documents and to take such additional actions that reasonably may be necessary to give full force and effect to the terms and provisions of this Settlement Agreement. Any and all obligations of the City expressly set forth in this Settlement Agreement that are to be completed after the Settlement Effective Date shall survive the Settlement Effective Date and shall continue until such time as each and every such obligation is completed in accordance herewith. Each individual executing this Settlement Agreement represents and warrants that he or she possesses all necessary authority and power to execute this Settlement Agreement on behalf of the Party or Parties for whom he or she signs.

23. **Entire Agreement.** This Settlement Agreement constitutes and contains the entire agreement and understanding among the Parties regarding the subject matter hereof, and each Party represents warrants that no promise, representation, or warranty, express or implied, other than what is contained in this Settlement Agreement, has been made to induce, or is being relied on in connection with, the execution hereof; provided, however, that notwithstanding the foregoing or any other term or provision of this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall affect the continuing full force and effect of any Parking-Related Documents (as same may have been amended by this Settlement Agreement), including without limitation the DDA, the MOA, and the Parking License; and provided, further, that in the event of any conflict or inconsistency between any term or provision of this Settlement Agreement and any term or provision of any Parking-Related Documents (as same may have been amended), the terms and provisions of this Settlement Agreement shall prevail and control.

24. **Severability.** If any portion, part, term, or provision of this Settlement Agreement or the application thereof is held invalid, such invalidity shall not affect the other portions, parts, terms, or provisions, or applications of this Settlement Agreement that can be given effect without the invalid portions, parts, terms, provisions, or applications, and also shall not affect any of the other agreements entered into as conditions precedent to the effectiveness of this Agreement; and, to this end, the provisions of this Settlement Agreement and those other agreements are declared to be severable.

25. **No Oral Modification.** This Settlement Agreement may be amended, modified, or altered only by a writing signed by or on behalf of all Parties. No oral modification of this Settlement Agreement or any of its terms shall be effective for any purpose.

26. **Voluntary Agreement.** Each Party acknowledges that it is entering into this Settlement Agreement freely and voluntarily and is not acting under any coercion, duress, or compulsion, nor is it entering into this Settlement Agreement because of any supposed disparity in bargaining power; rather, each Party is freely and voluntarily entering into this Settlement Agreement for its own benefit.

27. **Fully Informed Parties.** Each Party has been represented in the negotiations for and the preparation of this Settlement Agreement by counsel of its respective choosing; has reviewed and understands the provisions of this Settlement Agreement; has had this Settlement Agreement fully explained to them by its counsel; and is fully aware of and understand this Settlement Agreement's contents and its legal effect and consequences.

28. **Cooperative Drafting; Interpretation.** This Settlement Agreement is the result of negotiation among the Parties and shall not be construed or interpreted for or against any Party on the grounds that such Party was the sole or primary author or drafter. Any rule of law that would require or support the construction or interpretation of any ambiguities in this Settlement Agreement for or against any Party on any such grounds is expressly waived. Unless otherwise specified herein, the words "shall", "must" or "will" shall mean the mandatory obligations of the Party to whom such words apply.

29. **No Partnership, Joint Venture, or Principal-Agent Relationship.** Neither anything in this Settlement Agreement nor any acts of any of the Parties shall be deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between or among the Parties.

30. **Captions.** The paragraph captions set forth in this Settlement Agreement are solely for the convenience of the Parties and do not modify, limit, or otherwise affect the express terms and provisions of this Settlement Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this Stadium Parking Settlement Agreement on the dates written below.

ARIZONA TOURISM AND SPORTS
AUTHORITY, d/b/a ARIZONA SPORTS
AND TOURISM AUTHORITY

By: Tom Sackler
Name: Tom Sackler
Title: Pres- CEO

ARIZONA CARDINALS FOOTBALL CLUB
LLC

By: Michael J. Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

NEW CARDINALS STADIUM, LLC

By: Michael J. Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

STADIUM DEVELOPMENT LLC

By: Michael J. Bidwill
Name: MICHAEL J. BIDWILL
Title: PRESIDENT

CITY OF GLENDALE

Kevin P. ...
City Manager

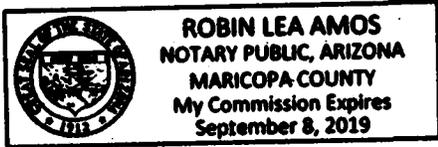
ATTEST:

Darlene McCracken for
City Clerk

Approved as to form

John ...
City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)



The foregoing instrument was acknowledged before me this 14 day of November, 2016, by Tom Sadler, as Pres- CEO AZS TA of ARIZONA TOURISM AND SPORTS AUTHORITY, d/b/a ARIZONA SPORTS AND TOURISM AUTHORITY, a political subdivision of the State of Arizona, on behalf of the political subdivision.

Robin Lea Amos
Notary Public

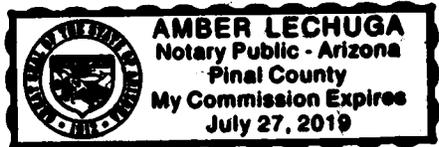
My commission expires:
9/8/16

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of November, 2016, by MICHAEL J. BIDWILL, as PRESIDENT of ARIZONA CARDINALS FOOTBALL CLUB LLC, a Delaware limited liability company, on behalf of the limited liability company.

Amber Lechuga
Notary Public

My commission expires:
July 27, 2019

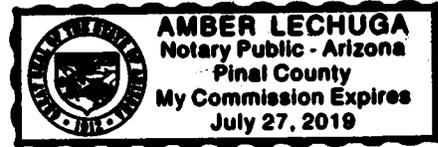


STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of November, 2016, by MICHAEL J. BIDWILL, as PRESIDENT of NEW CARDINALS STADIUM, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Amber Lechuga
Notary Public

My commission expires:
July 27, 2019



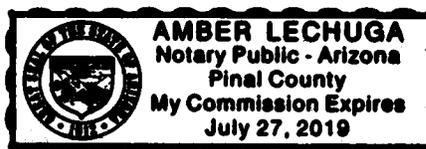
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of November, 2016, by MICHAEL J BIDWILL, as PRESIDENT of STADIUM DEVELOPMENT LLC, a Delaware limited liability company, on behalf of the limited liability company.

Amber Lechuga

Notary Public

My commission expires:
July 27, 2019



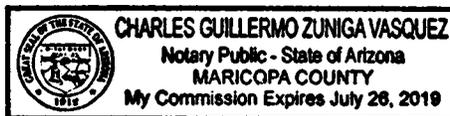
STATE OF ARIZONA)
) ss.
County of Maricopa)

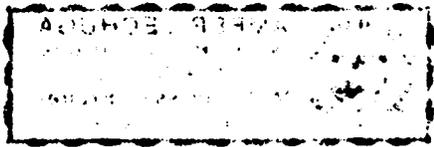
The foregoing instrument was acknowledged before me this 16 day of November, 2016, by Kevin Phelps, as city manager of the CITY OF GLENDALE, an Arizona municipal corporation, on behalf of the municipal corporation.

[Signature]

Notary Public

My commission expires:
7-26-19





List of Exhibits and Schedules

Exhibit A – Defined Terms

Exhibit B – Form of PI Escrow Agreement

Exhibit C – Form of Land Swap Agreement

Schedule AZP – Legal Description of AZSTA Parcel

Schedule CP – Legal Description of Cardinals Parcels

Schedule CWP – Legal Description of City Westgate Parcels

Schedule GYSC – Legal Description of GYSC Parcel

Schedule PI – Plans and Specifications for Pedestrian Infrastructure

Schedule PN – Legal Description of PN Parcel

Schedule PS – Legal Description of PS Parcel

Schedule PS-P – Plans and Specifications for PS Spaces

Schedule PWPS – Permanent Westgate Parking Spaces

Schedule TO – Traffic Operations Minimum Standards

Schedule X – Permanent Parking Layout

Schedule Y – Pre-Existing City Westgate Advertising Obligations

Schedule Z – Settlement Payment Schedule

EXHIBIT A

Defined Terms

Capitalized terms used but not defined in this Settlement Agreement shall have the meanings given them in the Parking License.

“Agreement” means this Settlement Agreement.

“AZSTA/Cardinals Released Claims” means, refers to, and includes any all claims, demands, obligations, actions and causes of action, or causes of liability, rights, and offset rights, whether at law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, discovered or undiscovered, asserted or unasserted, including without limitation for any form of injunctive or equitable relief, any award of actual, consequential, incidental, liquidated or other types or categories of damages or relief, any form of recoupment, any award of punitive or exemplary damages, any claims for attorneys’ fees or costs or expenses of litigation, and any other type of relief that AZSTA or the Cardinals, or any other person or entity claiming by, through, under, or on behalf of AZSTA or the Cardinals, has, had, may have, or may have had against the City or any City-Related Persons and Entities that relate to, arise out of, or are otherwise connected with the Notice of Claim, the claim set forth therein, or any Parking-Related Documents, in each case as of the Settlement Effective Date.

“AZSTA/Cardinals-Related Persons and Entities” means, refers to, and includes any, all, and each of AZSTA’s or the Cardinals’ respective past or present representatives, agents, and assigns, including, but not limited to, each of AZSTA’s or the Cardinals’ affiliates, divisions, parent entities, subsidiaries, and each of their respective principals, owners, attorneys, shareholders, managers, investors, members, insurers, officers, agents, employees, beneficiaries, servants, directors, partners, independent contractors, executors, trustees, successors and predecessors-in-interest, administrators and assigns, heirs, and all other persons or entities claiming by, through, under, or on behalf of AZSTA or the Cardinals.

“AZSTA Parcel” means the real property legally described on Schedule AZP attached hereto and incorporated into this Settlement Agreement.

“Cardinals Parcels” means the real property legally described on Schedule CP attached hereto and incorporated into this Settlement Agreement.

“City Parcels” means the GYSC Parcel, the PN Parcel, the PS Parcel and the City Westgate Parcels.

“City Released Claims” means, refers to, and includes and any all claims, demands, obligations, actions and causes of action, or causes of liability, rights, and offset rights, whether at law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, discovered or undiscovered, asserted or unasserted, including without limitation for any form of injunctive or equitable relief, any award of actual, consequential, incidental, liquidated or other types or categories of damages or relief, any form of recoupment, any award of punitive or exemplary

damages, any claims for attorneys' fees or costs or expenses of litigation, and any other type of relief that the City, or any other person or entity claiming by, through, under, or on behalf of the City, has, had, may have, or may have had against AZSTA, the Cardinals, or any AZSTA/Cardinals-Related Persons and Entities, that relate to, arise out of, or are otherwise connected with the Notice of Claim, the claim set forth therein, or any Parking-Related Documents, in each case as of the Settlement Effective Date.

"City-Related Persons and Entities" means, refers to, and includes any, all, and each of the City's past or present representatives, agents, and assigns, including, but not limited to, the City's employees, elected and appointed public officials, officers, agencies, attorneys, departments, special purpose districts, affiliates, or entities, and any and all other persons or entities claiming by, through, under, or on behalf of the City.

"City Westgate Parcels" means the parcels on which the Permanent Westgate Parking Spaces are located as of the Settlement Effective Date, as described in greater detail on Schedule CWP.

"Competitive" has the meaning set forth in Section 5(a)(ii).

"Completion Date" means August 1, 2018.

"DDA" means that certain Development and Disposition and Intergovernmental Agreement by and between AZSTA and the City dated as of September 3, 2002, as amended by Amendment Number One to Development and Disposition and Intergovernmental Agreement by and between AZSTA and the City dated as of July 22, 2003.

"Existing Parking Agreements" means the DDA, the MOA, the Parking License and the FUF Agreement.

"Event" has the meaning given to such term in the Parking License and, for the avoidance of doubt, includes any Mega Event (as defined in the Parking License).

"FUF Agreement" means that certain Facility Use Fee Agreement among AZSTA, the Club and NCS dated as of August 15, 2005.

"GYSC Parcel" means the parcel of real property generally located at the northwest corner of 91st Avenue and Bethany Home Road, as more specifically described on Schedule GYSC.

"Litigation Standstill Agreement" means that certain Agreement Regarding 2013 Westgate Parking and Litigation Standstill among the City, AZSTA and the Cardinals effective as of February 15, 2013, as amended.

"MOA" means that certain Memorandum of Agreement among the City, AZSTA and the Cardinals dated as of November 1, 2004, and recorded on May 18, 2005 as Instrument No. 20050659009 in the Official Records of Maricopa County, Arizona.

"MUDA" means that certain Mixed Use Development Agreement dated as of November 29, 2001 among the City, Coyote Center Development, LLC and Glendale-101 Development LLC,

as amended by that certain First Amendment to Mixed Use Development Agreement dated as of January 25, 2011.

"NFL Dates" means (i) any date on which, based on NFL scheduling policies, the Cardinals could host a home game at the Stadium (including, for the avoidance of doubt, all dates on which the Cardinals could host a preseason, regular season or playoff game); (ii) any date on which the NFL draft is conducted; and (iii) any date on which the Cardinals conduct training camp activities at the Stadium.

"Parking License" shall mean that certain Amended and Restated Parking License and Agreement with Covenants, Conditions and Restrictions, dated as of August 15, 2005 among the City, AZSTA and the Cardinals, originally recorded on October 28, 2005 as Instrument No. 20051631081, and re-recorded December 14, 2005 as Instrument No. 20051889709 and November 18, 2010 as Instrument No. 20101011271 in the Official Records of Maricopa County, Arizona.

"Parking-Related Documents" means, includes, and refers to the DDA; the MOA; the Parking License; and all other agreements or documents to which any Party to this Settlement Agreement is a party, or under which any Party to this Settlement Agreement has any rights as a non-party beneficiary, and that relate in whole or in part to parking for Events at the Stadium, as each of the foregoing documents (as applicable) may have been amended.

"Pedestrian Infrastructure" means (1) a pedestrian underpass crossing Bethany Home Road; and (2) pedestrian bridges crossing the Outflow Channel and the Grand Canal; and (3) certain associated infrastructure, in each case as described in greater detail on Schedule PI.

"Permanent City Parking Spaces" means the eleven thousand (11,000) parking spaces the City is obligated to provide for Events pursuant to this Settlement Agreement.

"Permanent Westgate Parking Spaces" has the meaning given to such term in Section 4(e).

"Permitted License" means a license to use the PN Spaces or the PS Spaces, provided such license does not conflict with Section 4(g) (Priority of Use; Arena Conflicts) or Section 5 of this Agreement and provided such license has a term no longer than four (4) days.

"Permitted MUDA Amendment" means any amendment or modification of the MUDA that (i) does not result in (x) any change in the location of any of the Permanent Westgate Parking Spaces or (y) any reduction in the number of Permanent Westgate Parking Spaces; and (ii) otherwise could not reasonably be expected to have a negative effect on any of the rights of AZSTA or the Cardinals under this Agreement or the Existing Parking Agreements.

"Permitted Transfer" means the sale, assignment or transfer by the City in a single transaction to a single assignee (the "Permitted Assignee") of the City's fee title interest to all (but not less than all) of the City Westgate Parcels, provided that all of the following conditions are satisfied:

- (i) each deed or conveyance instrument transferring fee title to a City Westgate Parcel (each, a "Deed") shall expressly provide that such transfer is subject to all of the restrictions, terms, conditions and provisions of this Settlement Agreement and the

Existing Parking Agreements (in each case to the extent applicable to the City Westgate Parcels);

(ii) at the closing of such transaction, the Permitted Assignee shall execute and deliver to AZSTA and the Cardinals to a written instrument to be recorded in the Official Records of Maricopa County, Arizona (which instrument must be reasonably acceptable in form and substance to AZSTA and the Cardinals) pursuant to which the Permitted Assignee shall (x) expressly assume all of the City's duties and obligations under this Settlement Agreement and the Existing Parking Agreements (in each case to the extent applicable to the City Westgate Parcels), and (y) grant to the Cardinals a right of first offer to purchase the Permitted Assignee's fee title interest in the City Westgate Parcels in the event the Permitted Assignee elects to sell, assign or transfer the City Westgate Parcels, or market for sale, assignment or transfer the City Westgate Parcels; and

(iii) at the closing of such transaction, the City shall execute and deliver to AZSTA and the Cardinals (x) an unconditional guaranty (the "Guaranty") of payment and performance of all of the Permitted Assignee's obligations to AZSTA and the Cardinals under this Settlement Agreement and the Existing Parking Agreements (in each case to the extent applicable to the City Westgate Parcels), (which guaranty must be reasonably acceptable in form and substance to AZSTA and the Cardinals), and (y) a first position performance deed of trust in favor of AZSTA and the Cardinals (which performance deed of trust must be reasonably acceptable in form and substance to AZSTA and the Cardinals) securing the performance by the City of all of its obligations under the Guaranty, which performance deed of trust shall be recorded in the Official Records of Maricopa County, Arizona against the City Westgate Parcels on a priority that is prior and senior to any Deed, and that shall at all times during its term remain a first position deed of trust encumbering the City Westgate Parcels; and

(iv) in no event shall any Permitted Transfer release the City from its obligations to AZSTA and the Cardinals under this Settlement Agreement and the Existing Parking Agreements (in each case to the extent applicable to the City Westgate Parcels).

"PN Parcel" means the parcel generally located at the southwest corner of 91st Avenue and Maryland Avenue, as more specifically described on Schedule PN.

"PN Spaces" means the 2,710 parking spaces located on the PN Parcel.

"PS Parcel" means the parcel or parcels generally located at the southwest corner of 91st Avenue and Bethany Home Road, as more specifically described on Schedule PS.

"PS Spaces" means the 4,001 parking spaces to be constructed on the PS Parcel in accordance with this Settlement Agreement, and in accordance with the plans and specifications set forth on Schedule PS-P.

"Stadium Parcels" means the AZSTA Parcel and the Cardinals Parcels.

“Stadium Parking Spaces” means, with respect to any Event, all of the parking spaces made available to AZSTA and/or the Cardinals for use in connection with such Event pursuant to this Settlement Agreement and/or the Existing Parking Agreements, including but not limited to the Westgate Permanent Parking Spaces, the PN Spaces and the PS Spaces.

“Term” shall mean the period commencing on the Settlement Effective Date and continuing until the expiration of the Parking License.

“Tolling Agreement” means that certain Tolling Agreement effective as of July 10, 2012 among the City, AZSTA and the Cardinals, as amended.

“Westgate” means the real property subject to the MUDA as of the date of its initial execution; provided, however, that Westgate does not include Lot X.

“95th Avenue Infrastructure” means (1) the graded and paved extension of 95th Avenue south from Bethany Home Road to Camelback Road, which shall have a minimum of three (3) lanes, each of which shall be eleven feet wide (at the City’s option, such extension may be an arterial roadway with two northbound lanes and two southbound lanes, as well as a common two-way left-turn lane, each at least eleven feet wide, as depicted in the City’s 2015 Engineering Design & Construction Standards document, which was adopted by the Glendale City Council on February 10, 2015); (2) a two-lane paved access driveway providing a direct connection between the southeast corner of the PS Parcel and 91st Avenue; and (3) associated infrastructure.

*** * * * ***

EXHIBIT B
PI ESCROW AGREEMENT

CONSTRUCTION ESCROW AGREEMENT

THIS CONSTRUCTION ESCROW AGREEMENT ("Agreement") is made and entered into as of the ____ day of November, 2016 (the "Effective Date") by and among Arizona Cardinals Football Club LLC (the "Club"), New Cardinals Stadium LLC ("NCS"), Stadium Development LLC ("SD"), the City of Glendale (the "City"), and First American Title Insurance Company ("Escrow Agent"). The Club, NCS, and SD are collectively referred to herein as the "Cardinals". The Cardinals, the City and Escrow Agent are collectively referred to herein as the "Parties" and singularly referred to herein as a "Party".

RECITALS

A. Concurrent with this Agreement, the City, Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"), and the Cardinals are entering into that certain Stadium Parking Settlement Agreement (the "Settlement Agreement").

B. Pursuant to the Settlement Agreement, the City is required to construct: (1) a pedestrian underpass crossing Bethany Home Road; and (2) pedestrian bridges crossing the Outflow Channel and the Grand Canal; and (3) certain associated infrastructure in connection therewith, in each case as described in greater detail in the design basis drawings attached to the Settlement Agreement as Schedule PI.

C. Pursuant to Section 4(c)(iv) of the Settlement Agreement, the City has agreed to deposit with Escrow Agent the sum of Three Million One Hundred Thousand Dollars (\$3,100,000.00) (the "City PI Amount") as the City's contribution to the costs of the construction and completion of the Pedestrian Infrastructure Improvements.

D. As a condition to the effectiveness of the Settlement Agreement, the Cardinals and the City have agreed to enter into an agreement in substantially the form of this Agreement to provide for the deposit, custody and disbursement of the City PI Amount.

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. **Effective Date; Defined Terms; Recitals.** This Agreement is effective as of the Effective Date. Unless otherwise defined herein, the capitalized terms used in this Agreement have the meanings given to such terms in the Settlement Agreement. The Recitals set forth herein are hereby incorporated into this Agreement as part of the Agreement.

2. **Deposit of PI Amount.** Within one (1) business day following execution of this Agreement, Escrow Agent shall establish an account (the "Construction Funds Account") with a federally-insured banking institution selected by Escrow Agent, subject to the reasonable approval of the Cardinals and the City. On or before January 1, 2017, the City shall deposit the a portion of the City PI Amount in the amount of Six Hundred Thousand Dollars (\$600,000.00)

with Escrow Agent, who shall then immediately deposit such amount into the Construction Funds Account. On or before July 1, 2017, the City shall deposit the remaining portion of the City PI Amount in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) with Escrow Agent, who shall then immediately deposit such amount into the Construction Funds Account. The City shall have the right to elect that the Construction Funds Account be an interest bearing account. Any interest earned or accrued on the City PI Amount shall be added to the City PI Amount and disbursed in accordance herewith.

3. Disbursement of City PI Amount. Escrow Agent shall disburse the City PI Amount to the City to pay a portion of the hard and soft construction costs (the "Costs") of the Pedestrian Infrastructure Improvements only in accordance with the following procedures:

(a) During the course of construction of the portion of the Pedestrian Infrastructure Improvements, the City shall be entitled to periodic (but no more frequent than monthly) disbursements of the City PI Amount to pay for the Costs. The City shall deliver a written request for each disbursement (the "Disbursement Request") to each of the Cardinals and Escrow Agent, including a (i) copy of the payment request from the general contractor or design professionals, as applicable, for the Pedestrian Infrastructure Improvements, (ii) invoices supporting the cost of the work for which each Disbursement Request applies, and (iii) if the Disbursement Request pertains to hard construction costs, a certification from the City's general contractor that the portion for the Pedestrian Infrastructure Improvements for which each Disbursement Request applies is substantially complete. Within ten (10) days after receipt of each Disbursement Request and the required supporting documentation set forth herein, the Cardinals shall approve or disapprove such Disbursement Request. If the Cardinals approve a Disbursement Request, Escrow Agent shall promptly disburse from the Construction Funds Account the amount requested in the applicable Disbursement Request. If the Cardinals disapprove a Disbursement Request, the Cardinals shall provide reasonable details for such disapproval (including any required corrections to the work performed), and the City shall promptly cause any necessary rectification or correction to the work performed and thereafter resubmit the Disbursement Request in accordance with the procedures set forth in this Section 3(a). The Cardinals' failure to timely respond to a Disbursement Request shall be deemed the Cardinals disapproval of any Disbursement Request.

(b) Escrow Agent shall continue to hold and disburse the City PI Amount in accordance with the terms of this Agreement until such time as the City PI Amount has been fully disbursed; provided that any remaining City PI Amount shall be disbursed to the City at such time as Escrow Agent receives certification from the City, the City's architect, the design professionals engaged for the design of the Pedestrian Infrastructure Improvements, the City's general contractor and the Cardinals that the Pedestrian Infrastructure Improvements have been substantially completed.

(c) To the extent the Construction Funds Account is exhausted in full and there remain Costs outstanding for the completion of the Pedestrian Infrastructure Improvements, the Cardinals shall pay any remaining excess Costs to complete the Pedestrian Infrastructure Improvements, subject in all instances to the Cardinals' prior approval.

4. **Obligations of Escrow Agent.** Escrow Agent shall make all disbursements upon satisfaction of all applicable documentary requirements set forth herein without any duty to verify the underlying facts and despite any conflicting information or demands that might be provided by the Cardinals, the City or any other person or party. Escrow Agent shall not be liable for so acting or for any other action taken or omitted by it or by the Cardinals or the City, except for Escrow Agent's failure to make disbursements hereunder when the applicable documentary conditions have been satisfied or other actions which constitute negligence, bad faith, willful misconduct or breach of contract by Escrow Agent. Escrow Agent shall not be liable or responsible for the validity, enforceability or sufficiency of any document furnished to Escrow Agent, nor shall it be responsible for any representations or statements made in any of those documents. Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person. A disbursement by Escrow Agent shall not be deemed to be an approval by it of any work performed on the project or any materials furnished with respect thereto or a representation by it that the unused portion of the total cumulative sum is sufficient to pay remaining construction costs.

5. **Escrow Agent's Fees.** The fees of Escrow Agent shall be paid from the City PI Amount.

6. **Failure to Complete.** If the City fails to complete construction of the Pedestrian Infrastructure Improvements on or before the Completion Date, the Cardinals will have the rights and remedies set forth in Section 18 the Settlement Agreement.

7. **Miscellaneous.**

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate upon the completion of the Pedestrian Infrastructure Improvements and the disbursement of all of the City PI Amount pursuant to this Agreement.

(b) **Amendments.** This Agreement may be amended only in writing by a document signed by the Cardinals and the City.

(c) **Assignment; Third-Party Beneficiaries.** Neither the Cardinals nor the City may assign its rights and obligations hereunder except as permitted under Section 16 of the Settlement Agreement. Except as otherwise specifically provided in this Agreement with respect to AZSTA, no other person or entity shall be entitled to rely hereon or enforce any provision of this Agreement against any Party hereto, whether as a third-party beneficiary or otherwise, it being specifically intended that there shall be no third-party beneficiaries hereto or any third party reliance hereon. AZSTA is a third party beneficiary of this Agreement and is entitled to rely hereon and enforce any provision of this Agreement against a Party hereto, all in accordance with the terms of this Agreement.

(d) **Notices.** All notices, consents, approvals, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon personal delivery, (ii) via e-mail to e-mail addresses separately provided by the Parties (but only with respect to each Disbursement Request and the provisions of Section 3

herein, and for no other notices), (iii) as of the second business day after mailing by United States mail, postage prepaid, return receipt requested, or (iv) upon confirmed delivery by Federal Express or similar overnight delivery system, addressed as follows:

If to the City, to:

City of Glendale
5830 West Glendale Avenue
Glendale, AZ 85301
Attn: City Manager

If to the Cardinals, to:

c/o Arizona Cardinals Football Club LLC
8701 South Hardy Drive
Tempe, Arizona 85284
Attn: David M. Koeninger, General Counsel

If to Escrow Agent, to:

First American Title Insurance Company
9000 East Pima Center Parkway
Scottsdale, Arizona 85258
Attn.: Sarah Pritchard

or to such other address or to such other person as any party shall designate to the others for such purpose in the manner hereinabove set forth.

(e) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, subject to the provisions of the Settlement Agreement.

(f) **Attorney's Fees.** In the event of any litigation arising out of or relating to this Settlement Agreement, the prevailing Party shall be entitled to recover, in addition to all other remedies it may have, its attorneys' fees and other reasonable costs and expenses incurred in such litigation.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one agreement.

(h) **Choice of Law; Forum.** This Agreement is made in, and is to be construed according to the laws of, the State of Arizona, without regard to the conflicts of law or choice of law doctrines of the State of Arizona or any other jurisdiction. If any lawsuit, claim, cause, charge, or action is brought arising out of or relating to this Agreement, it shall be brought in Maricopa County Superior Court.

(i) **Severability.** If any portion, part, term, or provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect the other portions, parts, terms, or provisions, or applications of this Agreement that can be given effect without the invalid portions, parts, terms, provisions, or applications, and also shall not affect the Settlement Agreement any of the other agreements entered into as conditions precedent to the effectiveness of the Settlement Agreement; and, to this end, the provisions of this Agreement and the other agreements referenced in this Section are declared to be severable.

(j) **Time.** Time is of the essence of this Agreement.

(k) **Periods of Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(l) **A.R.S. §38-511.** The Parties acknowledge and agree that they have been notified of the provisions contained in A.R.S. §38-511 (cancellation of contracts with state or political subdivision for conflict of interest).

(m) **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the disbursement of the City PI Amount, and supersedes all prior agreements, arrangements and understandings between the Parties with respect to the disbursement of the City PI Amount, and no other agreement, statement or promise made by either Party hereto with respect to the City PI Amount that is not contained herein shall be binding or valid.

(n) **No Partnership, Joint Venture, or Principal-Agent Relationship.** Neither anything in this Agreement nor any acts of any of the Parties shall be deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between or among the Parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name:
Title:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: _____
Name:
Title:

NEW CARDINALS STADIUM, LLC

By: _____
Name:
Title:

STADIUM DEVELOPMENT LLC

By: _____
Name:
Title:

CITY OF GLENDALE

City Manager

ATTEST:

City Clerk

Approved as to form

City Attorney

Schedule PI

Stadium Parking Settlement Agreement

Schedule PI – Pedestrian Infrastructure Plans

General

- This establishes the design basis for the needed infrastructure to allow pedestrians to travel efficiently and safely from the new PS parking lot south of Bethany Home Road (BHR) to the existing Stadium site. The basic components include a pedestrian underpass, pedestrian bridges over the SRP Canal and Outfall Channel and needed ramps and sidewalks.
- The documents in this Schedule provide sufficient detail to document the intended scope. Where specific details are not possible, the documents provide a design standard or level of quality.
- The exact design and specifications of the infrastructure described in this Schedule may be modified at the discretion of the Cardinals provided that no such modifications may materially detract from the functionality of the infrastructure.

Drawings

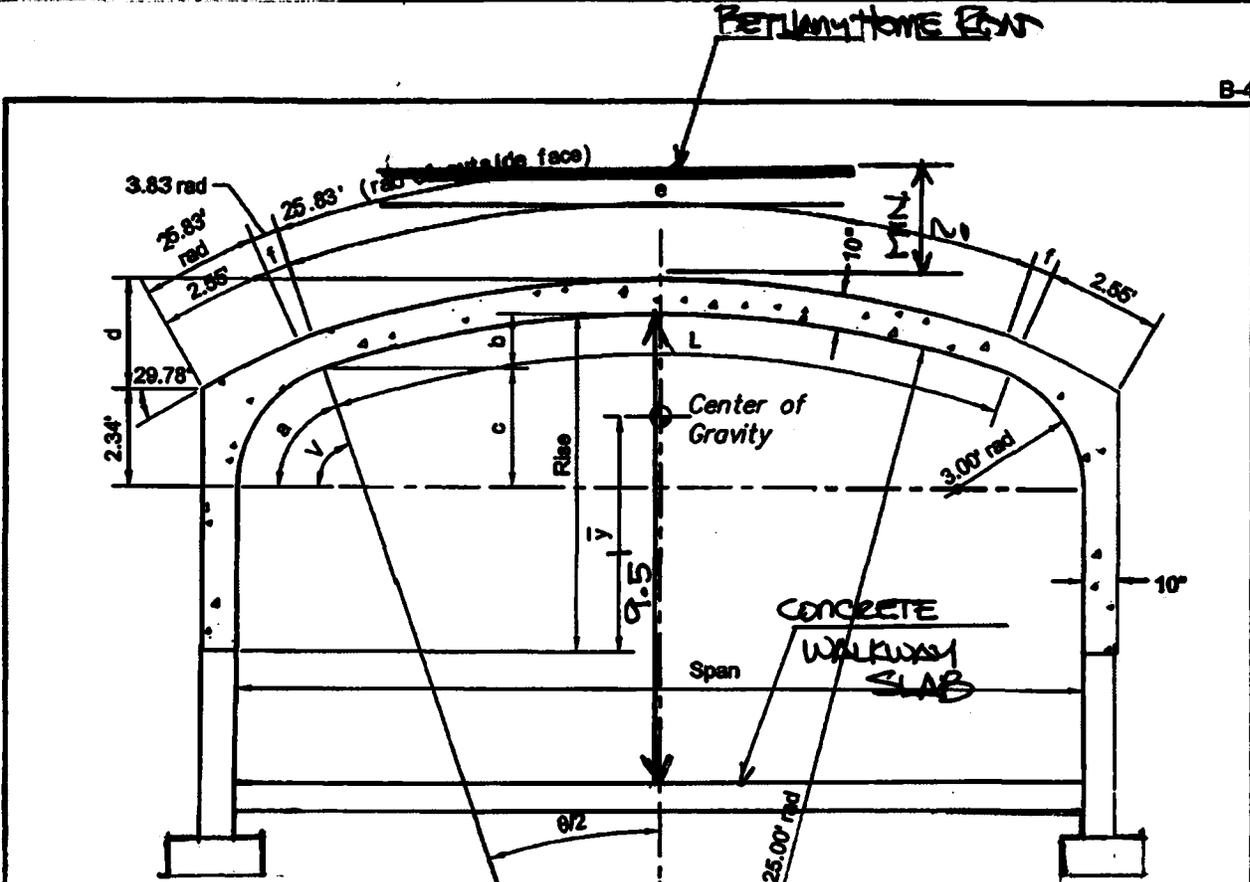
- Drawings PI-1 and PI-2 labeled Schedule PI – Pedestrian Infrastructure prepared by Bowman Consulting and dated 8-19-16.

Additional Information - Underpass

- Underpass Cross Section – The selected cross section is shown on the Geometric Properties Mid-Span Series Form System B from Conspan Bridge Systems.
- The underpass floor slab shall be sloped away from the center. Area drains at the base of the ramps shall be connected to the existing storm drainage system.
- The exposed concrete surfaces of the underpass and ramps, except for the floors, shall be finished to a sufficient level so that they can be painted. Painting of these surfaces shall be included to a light color and with a product that is easily cleanable. All of this is being done to facilitate maintenance and the removal of any future graffiti.
- A median in the center of BHR above the underpass shall be constructed as shown on the Roadway Median Detail.
- The Underpass and ramps shall have stainless steel handrails against vertical walls as shown on the provided photo. Painted steel safety railings or wall extensions shall be provided as needed along the top of the ramp walls or roadway edges.
- The northern lane of the existing BHR roadway will be eliminated and the north curb revised to allow for the underpass and ramps. The roadway will be re-stripped as shown. The exact length of the width reduction will be determined in conjunction with the City of Glendale, but will be returned to the current width at both 95th and 91st Avenues.
- Recessed junction boxes with connecting conduit shall be cast into the top of the underpass to be used for lighting or similar devices. Locate junction boxes every ten (10') feet. Linear strip LED lighting shall be provided with a vandal proof lens as shown on the provided photo. A lighting level of 3 – 5 foot candles shall be provided.
- The ramps shall be lit to a 3 – 5 foot candle level. A combination of recessed wall lights or pole mounted lights may be used.

Additional Information - Bridges

- The design objective is to have “on grade” crossings similar to the existing 95th Avenue bridges. However, these bridges are designed for pedestrian use only. Bollards shall be installed at 5'-0" on center (3 at each end) so that vehicles cannot cross the bridges.
- For the bridge over the SRP Canal the design must be approved by SRP.
- The bridges shall have cast in place concrete decks.
- The expectation is that the bridge over the Outfall Channel will have three (3) spans with the bridge supports coordinated with the improvements in the Outfall Channel. However, the designer may design alternate spans if there is clear evidence that it will be less costly. The clearance under the bridge structure shall match or exceed the current 95th Avenue bridge.
- The actual bridge may be prefabricated offsite or constructed in place. The designer should present their proposal to the Cardinals for approval. Reference examples of prefabricated bridges are provided with this document.
- Both bridges shall include 42" high safety railings and ADA compliant hand rails. They may be part of the prefabricated solution.
- The bridges shall be lighted to a 3 – 5 foot candle level. Pedestrian scale (16' high) pole fixtures are recommended with a 40' – 50' spacing on each side.



CULVERT DIMENSIONS			
Span	16'	20'	24'
θ	26.26°	37.12°	48.29°
L	11.46'	16.20'	21.07'
a	4.02'	3.73'	3.45'
b	0.65'	1.30'	2.19'
c	2.92'	2.84'	2.74'
d	2.07'	2.63'	3.41'
V	76.85°	71.43°	65.83°
e	11.84'	16.75'	21.78'
f	0.74'	0.37'	0.00'

AREA OF CONCRETE SECTION (Square Feet)			
RISE (ft)	SPAN		
	16'	20'	24'
5	21.6	24.1	
6	23.3	25.8	28.1
7	25.0	27.5	29.8
8	26.7	29.2	31.5
9	28.4	30.9	33.2
10	30.1	32.6	34.9

MAXIMUM UNIT LENGTH = 8'-0"

**GEOMETRIC
PROPERTIES
MID-SPAN SERIES
FORM SYSTEM B**



← NORTH CURB (NEW)

14'

20' WIDE UNDERPASS BELOW

12'

12' LANDSCAPING
- SHRUBS
- TREE

DECOMPOSED GRANITE



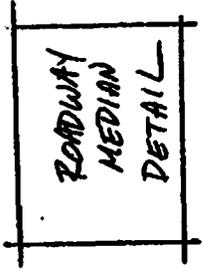
4'x6' OPENING IN UNDERPASS STRUCTURE - TOP TO HAVE OPEN GRATING

12'

LANDSCAPING
- SHRUBS
- TREE

RAISED MEDIAN w/ CURB

- LENGTH DETERMINED w/ TRAFFIC ENGINEER



14'

← SOUTH CURB (EXISTING)

HANDRAIL CONDITIONS



METAL HANDRAIL- STAINLESS STEEL SHOWN
Freestanding: wall mounted

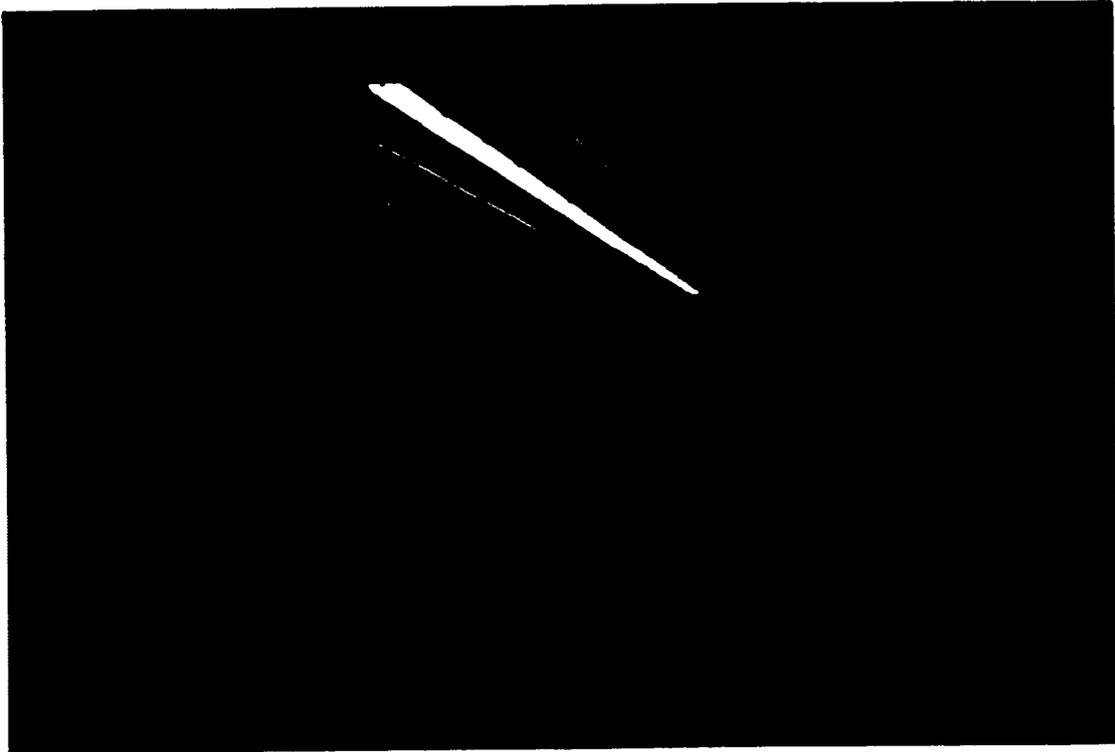
Diameter: Mounting height:

Pedestrian Guard Rail

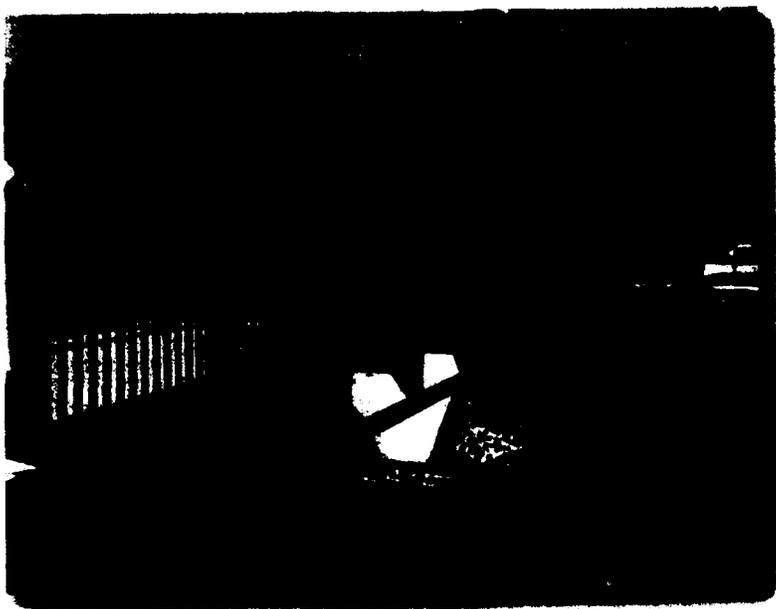
Provide guard railing at upper levels of pedestrian ramps where drop off exceeds 18"



UNDERPASS LIGHTING EXAMPLE

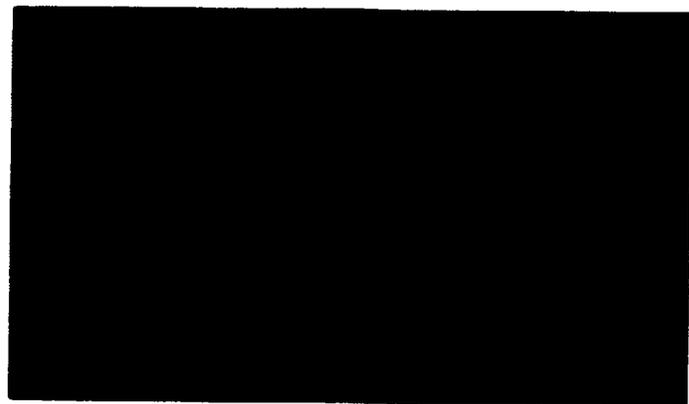
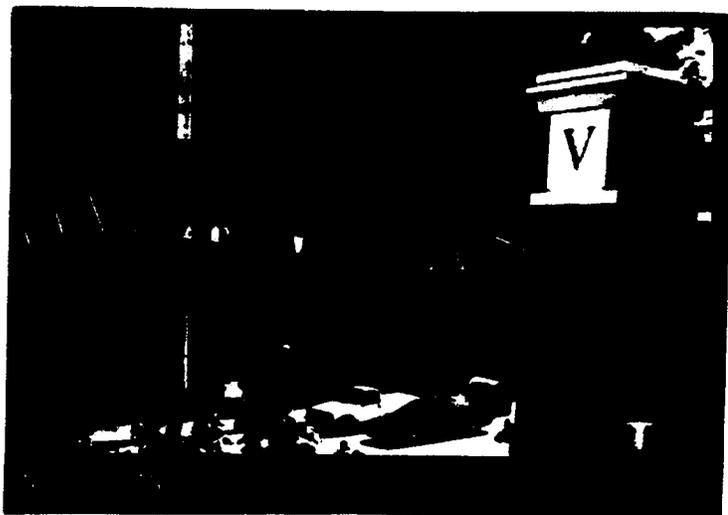


**Prefabricated
Bridge
Examples**



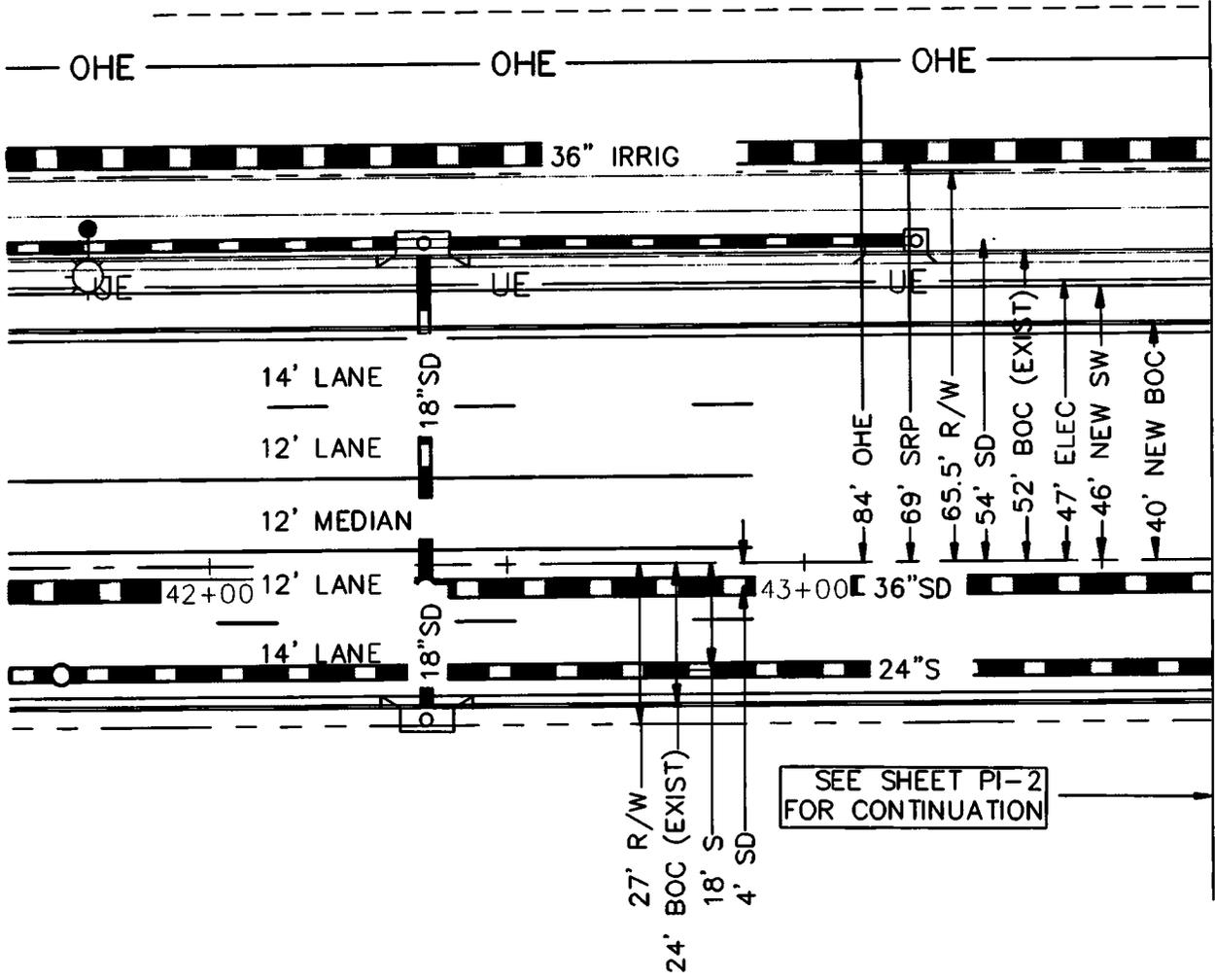
Capstone®

Dayton, OH



Capstone®

Frisco Falls, TX



SEE SHEET PI-2
FOR CONTINUATION



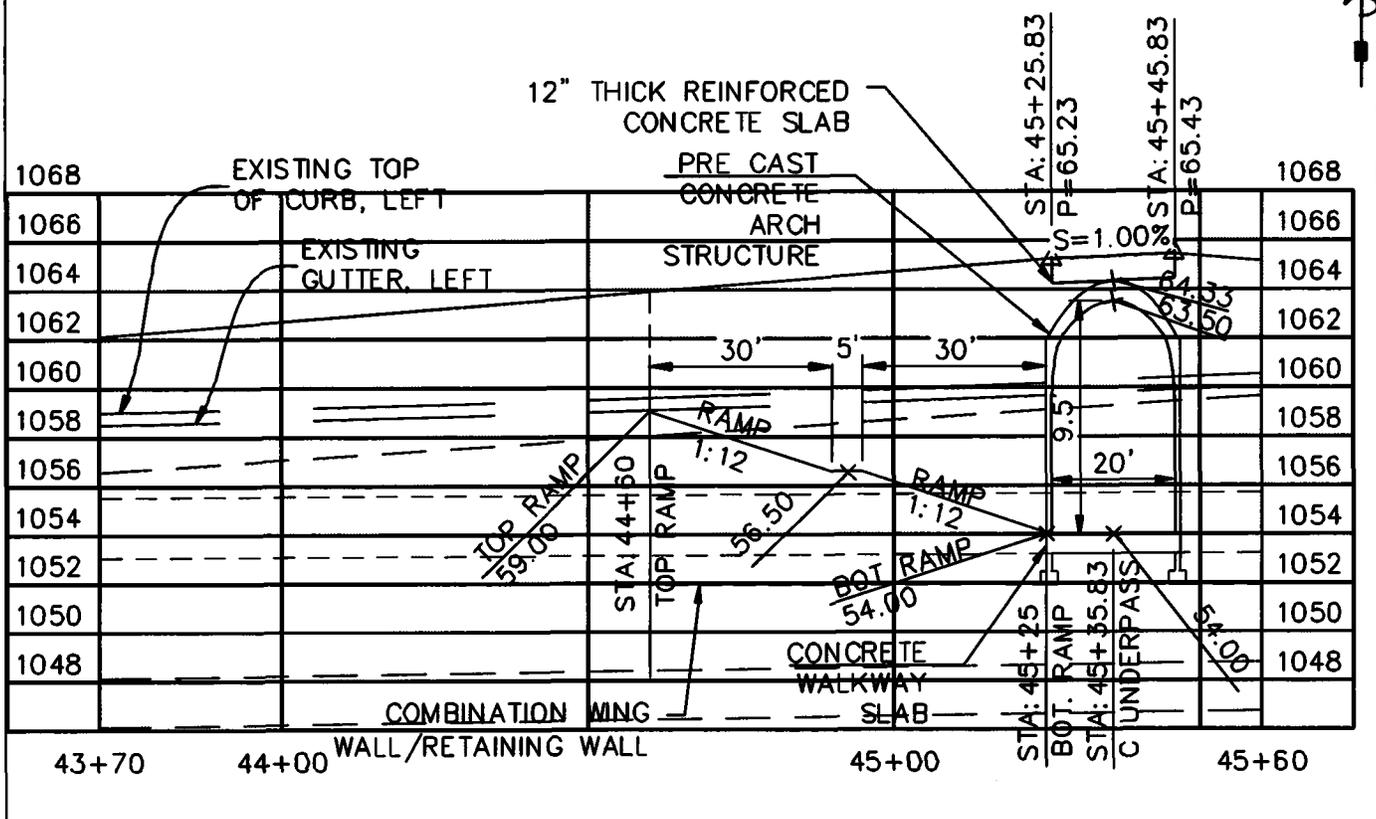
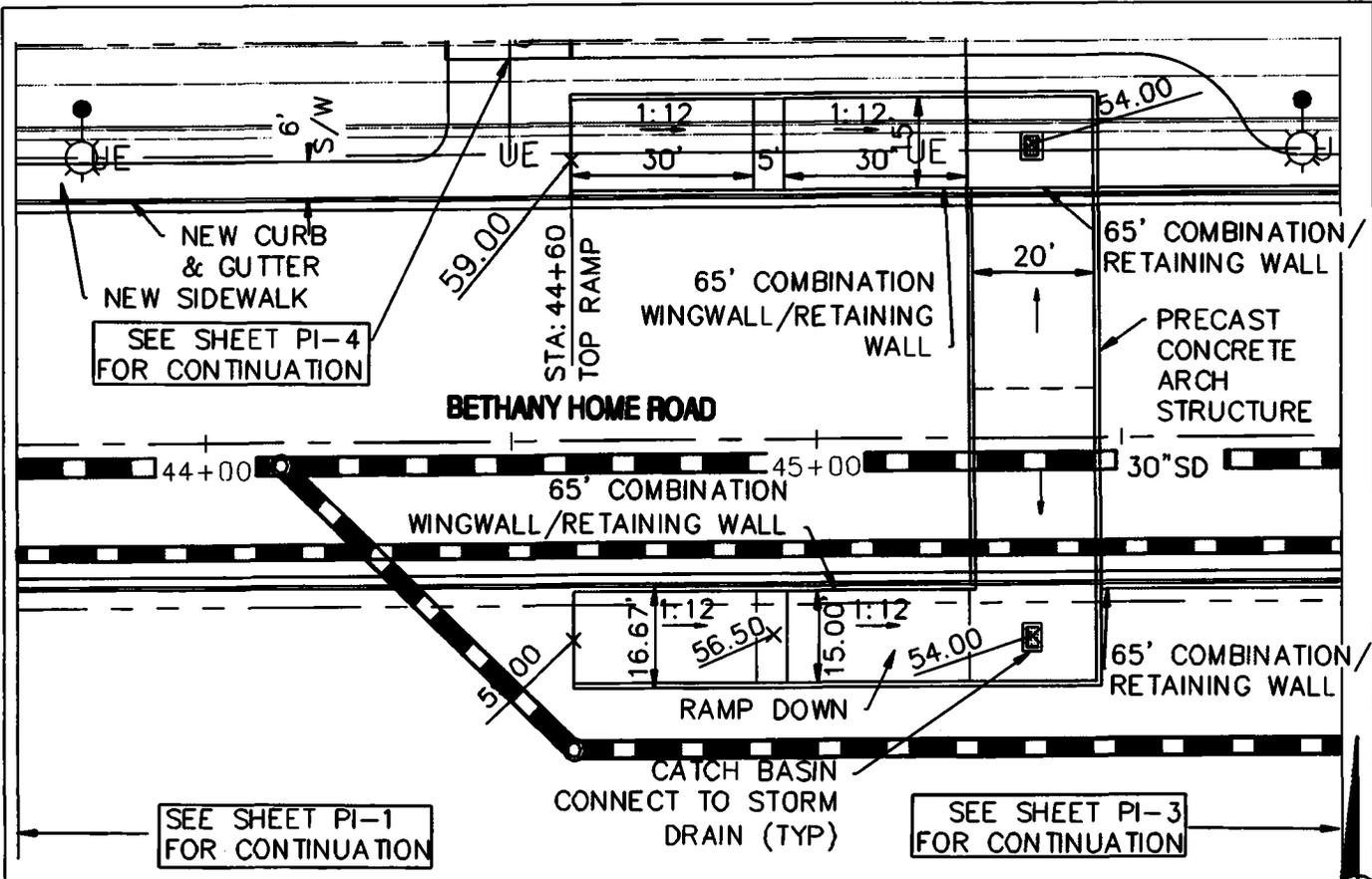
1064	STA: 41+80.00			1064
1062	P=1058.31	EXISTING TOP OF CURB, LEFT	EXISTING GUTTER, LEFT	1062
1060			S=2.00%	1060
1058				1058
1056				1056
1054				1054
1052		ADJUST MANHOLE TO FG	EX. 30" STORM DRAIN	1052
1050			EX. 24" SANITARY SEWER	1050
1048				1048
1046				1046
1044				1044

42+00

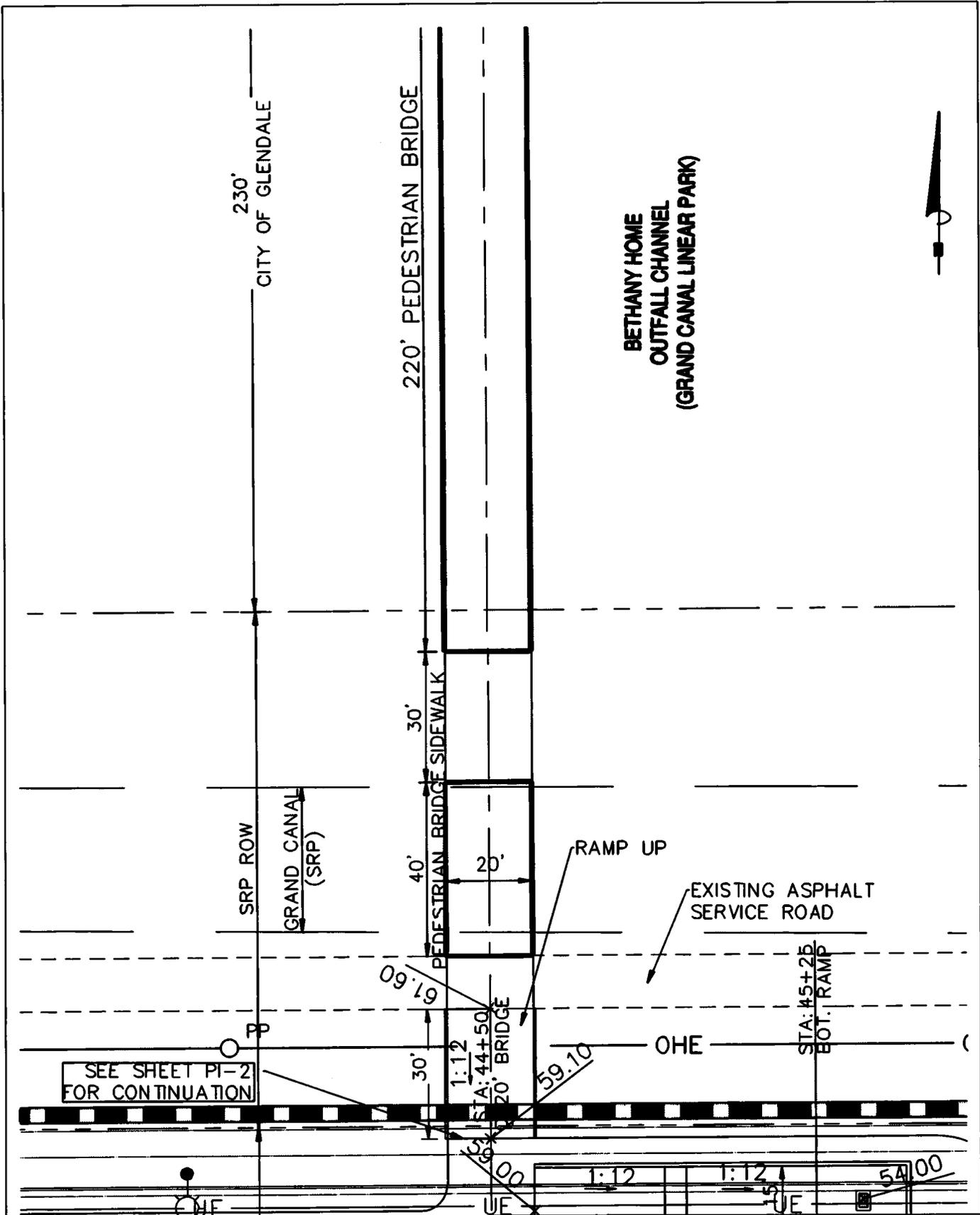
43+00

SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 9856-01-007 DATE: 08/29/16 SHEET 1 OF 4 P11



SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE			
PROJECT NO: 9856-01-007	DATE: 08/29/16	SHEET 2 OF 4	PI2



SEE SHEET PI-2 FOR CONTINUATION

SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 9656-01-007	DATE: 08/29/16	SHEET 4 OF 4	PI4
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EXHIBIT C
LAND SWAP AGREEMENT

**REAL PROPERTY EXCHANGE AGREEMENT
(INCLUDING ESCROW INSTRUCTIONS)**

THIS REAL PROPERTY EXCHANGE AGREEMENT (INCLUDING ESCROW INSTRUCTIONS), is entered into this ____ day of _____, 2016 (the "Effective Date"), by and between FARM 101 LLC, a Delaware limited liability company ("Farm 101"), and CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and together with the Exhibits referenced herein, shall constitute a binding contract (collectively, the "Agreement") on the part of Farm 101 and the City to exchange certain real property subject to the terms and conditions contained in this Agreement, and shall create an escrow (the "Escrow") with First American Title Insurance Company, 2425 E. Camelback Road, Suite 300, Phoenix, Arizona 85016, Attn: Kristin Brown ("Escrow Agent") as escrow agent. This Agreement shall constitute the sole escrow instructions to Escrow Agent with respect to the transaction contemplated herein. Farm 101 and the City may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The City, Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"), Arizona Cardinals Football Club LLC (the "Club"), New Cardinals Stadium LLC ("NCS"), and Stadium Development LLC ("SD" and together with the Club and NCS, the "Cardinals") entered into that certain Stadium Parking Settlement Agreement (the "Settlement Agreement") pursuant to which the City, AZSTA and the Cardinals settled certain claims made by AZSTA and the Cardinals concerning a notice of a claim by AZSTA and the Cardinals alleging that the City had repudiated certain contractual obligations relating to the provision of parking for events at University of Phoenix Stadium in Glendale, Arizona.

B. The Settlement Agreement contemplates that the City and Farm 101 (as an affiliate of the Cardinals) will enter into an agreement in substantially the form of this Agreement, which provides for the exchange of certain real properties owned by the City and Farm 101.

C. The transaction contemplated by this Agreement is authorized and governed by Glendale City Code, Chapter 2, Article V, Division 3, and A.R.S. § 9-407.

D. Pursuant to A.R.S. § 9-407, the City adopted Ordinance No. _____ on _____, 2016, approving the transaction contemplated by this Agreement, and published, or will publish, notice of the transaction contemplated by this Agreement pursuant to, and in accordance with A.R.S. § 39-204.

E. The City and Farm 101 now desire to exchange certain real properties owned by them in furtherance of the terms of the Settlement Agreement, and pursuant to the terms set forth herein.

AGREEMENT

For and in consideration of the mutual undertakings hereunder, and each Party intending to be legally bound, the Parties agree as follows:

1. Subject Properties.

(a) 95th Avenue Property. The real property (the "95th Avenue Property") that is owned by Farm 101 and that is to be conveyed to the City in accordance with this Agreement is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) PS Development Property. The real property (the "PS Development Property") that is owned by the City and that is to be conveyed to Farm 101 in accordance with this Agreement is more particularly described and depicted in Exhibit "B" attached hereto and incorporated herein by reference. As of the Effective Date, the PS Development Property is not a separate legal parcel (or parcels) of real estate. Commencing on the Effective Date, the City shall, at its sole cost and expense, take all actions required to legally subdivide the PS Development Property so the PS Development Property is a separate legal parcel, or separate legal parcels, at Closing, including without limitation, recording a Plat or similar lot split document in the Official Records of Maricopa County, Arizona (the "Subdivision"). The City shall diligently pursue the Subdivision. The Subdivision shall be in form and substance acceptable to Farm 101, in Farm 101's sole and absolute discretion. The Subdivision shall not be recorded in the Official Records of Maricopa County, Arizona without Farm 101's prior written consent. Within ten (10) days after the Effective Date, Farm 101 and the City shall agree upon the configuration and form and content of the Plat or similar lot split instrument to be recorded in the Official Records of Maricopa County, Arizona. The Subdivision shall be a condition to Farm 101's obligation to close the transaction contemplated by this Agreement.

(c) Property; Properties. The 95th Avenue Property and PS Development Property may be referred to individually as a "Property" and collectively as the "Properties".

(d) Acreage; Value. The Properties are of approximately equal acreage, and the Properties are of approximately equal value.

2. Exchange Terms.

(a) Exchange of Real Properties. At Closing (defined herein), Farm 101 shall convey the 95th Avenue Property to the City and the City shall convey the PS Development Property to Farm 101.

(b) Publication. Within one (1) day after of the Effective Date, the City shall publish notice of the transaction contemplated by this Agreement pursuant to, and in accordance with, Glendale City Code, A.R.S. § 9-407 and A.R.S. § 39-204.

3. Escrow. The Parties shall open the Escrow within three (3) days after this Agreement has been executed by both Parties, and Escrow Agent shall sign and date this Agreement on the space provided at the end of this Agreement, indicating that Escrow has been

opened as of such date ("Opening of Escrow"). The date set for conveyance of title to the Properties and the performance of all conditions (except those conditions expressly required to be performed earlier pursuant to this Agreement) relating thereto ("Close of Escrow", "Closing" or "Close Escrow") shall be the later of (i) ten (10) days after the City has fully complied with the publication requirements of A.R.S. § 9-407, and Glendale City Code with respect to posting the notice of the transaction contemplated in this Agreement in Glendale City Hall, or (ii) three (3) days after recordation of the Subdivision, subject to extension as described in Section 12.

4. Owner's Title Policy; Closing Costs.

(a) Farm 101 Title Policy. At Close of Escrow, the City shall pay for and cause First American Title Insurance Company to furnish Farm 101 with a standard coverage owner's policy of title insurance (2006 ALTA form) in an amount equal to such amount of coverage Farm 101 elects (in Farm 101's reasonable discretion), insuring Farm 101's title to the PS Development Property, subject only to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the PS Development Title Report described in Section 5(a) herein and which are not objected to or are waived in the manner described in said Section, and any other matters approved in writing by Farm 101. If Farm 101 desires an ALTA extended coverage policy or any title policy endorsements, Farm 101 shall pay the difference in cost between an ALTA extended coverage policy and a standard owner's policy, plus the premiums for any title policy endorsements desired by Farm 101.

(b) City Title Policy. At Close of Escrow, Farm 101 shall pay for and shall cause First American Title Insurance to furnish the City with a standard coverage owner's policy of title insurance (2006 ALTA form) in an amount equal to such amount of coverage the City elects (in the City's reasonable discretion), insuring the City's title to the 95th Avenue Property, subject only to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the 95th Avenue Title Report described in Section 6(a) herein and which are not objected to or are waived in the manner described in said Section, and any other matters approved in writing by the City. If the City desires an ALTA extended coverage policy or any title policy endorsements, the City shall pay the difference in cost between an ALTA extended coverage policy and a standard owner's policy, plus the premiums for any title policy endorsements desired by the City.

(c) City's Payment of Property Taxes and Closing Costs. At Close of Escrow, the City shall pay the recording fees with respect to the City Deed and any releases of encumbrances, all delinquent real property taxes and homeowners' association assessments, all fees which are due or will be due relating to water and sewer buy-in charges, all general and special assessments pertaining to the PS Development Property, including but not limited to improvement district assessments, whether or not payable in installments, and one-half of the Escrow fees. All non-delinquent real property taxes reflected on the PS Development Title Report shall be prorated as of Close of Escrow based upon the most recent assessments. If taxes must be paid before Maricopa County tax records reflect the PS Development Property as a separate tax parcel(s), taxes shall be allocated on the basis of acreage, except that any taxes attributable to improvements shall be allocated to the property on which the improvements are located. All existing liability, hazard and other insurance on the PS Development Property shall

be cancelled as of Close of Escrow, any such insurance desired by Farm 101 shall be provided new by Farm 101. Except as provided herein, any other fees or charges relating to the PS Development Property shall be paid as is customary in Maricopa County, Arizona. All prorrations shall be final at Closing.

(d) Farm 101's Payment of Property Taxes and Closing Costs. At Close of Escrow, Farm 101 additionally shall pay the recording fees with respect to the Farm 101 Deed and any releases of encumbrances, all delinquent real property taxes and homeowners' association assessments, all fees which are due or will be due relating to water and sewer buy-in charges, all general and special assessments pertaining to the 95th Avenue Property, including but not limited to improvement district assessments, whether or not payable in installments, and one-half of the Escrow fees. All non-delinquent real property taxes reflected on the 95th Avenue Title Report shall be prorated as of Close of Escrow based upon the most recent assessments. All existing hazard and other insurance on the 95th Avenue Property shall be cancelled as of Close of Escrow, and any such insurance desired by the City shall be provided new by the City. Except as provided herein, any other fees or charges relating to the 95th Avenue Property shall be paid as is customary in Maricopa County, Arizona. All prorrations shall be final at Closing.

5. Farm 101's Feasibility Approval.

(a) Status of City Title. Farm 101 acknowledges that it has received and reviewed a current commitment for title insurance (the "PS Development Title Report") for the PS Development Property, disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the PS Development Property, and a legible copy of each of the instruments and documents referred to in the PS Development Title Report. The City acknowledges and confirms it has reviewed the PS Development Title Report and that the City will satisfy the requirements (including those to be met by releasing or satisfying monetary encumbrances, but not those to be met solely by Farm 101) applicable to the City on or before the date set for Close of Escrow. Notwithstanding anything herein to the contrary, in the event that an amendment to the PS Development Title Report is issued shortly before Close of Escrow, and the amendment reveals an exception that can be objected to, Close of Escrow shall be extended if (and to the minimum extent) necessary: (i) to provide Farm 101 the period contemplated herein to object; and (ii) to provide the City the period contemplated herein to respond, if Farm 101 objects. Notwithstanding anything herein to the contrary, on or before Close of Escrow the City shall satisfy and remove all monetary liens from the PS Development Property evidencing the payment of private debts (including any lien for property owner association ("HOA") assessments, but excluding any lien for current taxes and assessments) and the City shall cure and cause to be removed all exceptions for rights of Parties or entities in possession or Parties or entities holding lease or option rights; and Farm 101 need not expressly object to any such liens or exceptions as may be disclosed on the PS Development Title Report or any amendment thereto.

(b) Examination of PS Development Property. Farm 101 acknowledges that it has had the right to survey and examine and conduct a feasibility analysis of the PS Development Property and any improvements thereon, and acknowledges that Farm 101 is satisfied with its feasibility analysis of the PS Development Property, and hereby waives any right to terminate or

rescind this Agreement based on Farm 101's feasibility analysis of the PS Development Property.

6. The City's Feasibility Approval. The City's obligation to consummate the transaction contemplated hereby or fulfill its obligations under this Agreement is subject to satisfaction of the conditions precedent (which the City may elect to waive, in whole or in part, in its sole and absolute discretion) contained in this Section 6.

(a) Status of Farm 101 Title. The City acknowledges that it has received and reviewed a current commitment for title insurance (the "95th Avenue Title Report") for the PS Development Property, disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the PS Development Property, and a legible copy of each of the instruments and documents referred to in the PS Development Title Report. Farm 101 acknowledges and confirms it has reviewed the 95th Avenue Title Report and that Farm 101 will satisfy the requirements (including those to be met by releasing or satisfying monetary encumbrances, but not those to be met solely by the City) applicable to Farm 101 on or before the date set for Close of Escrow. Notwithstanding anything herein to the contrary, in the event that an amendment to the 95th Avenue Title Report is issued shortly before Close of Escrow, and the amendment reveals an exception that can be objected to, Close of Escrow shall be extended if (and to the minimum extent) necessary: (i) to provide the City the period contemplated herein to object; and (ii) to provide Farm 101 the period contemplated herein to respond, if the City objects. Notwithstanding anything herein to the contrary, on or before Close of Escrow Farm 101 shall satisfy and remove all monetary liens from the 95th Avenue Property evidencing the payment of private debts (including any lien for HOA assessments, but excluding any lien for current taxes and assessments) and Farm 101 shall cure and cause to be removed all exceptions for rights of Parties or entities in possession or Parties or entities holding lease or option rights; and the City need not expressly object to any such liens or exceptions as may be disclosed on the 95th Avenue Title Report or any amendment thereto.

(b) Examination of 95th Avenue Property. The City acknowledges that it has had the right to survey and examine and conduct a feasibility analysis of the 95th Avenue Property and any improvements thereon, and acknowledges that the City is satisfied with its feasibility analysis of the 95th Avenue Property, and hereby waives any right to terminate or rescind this Agreement based on the City's feasibility analysis of the 95th Avenue Property.

7. Closing; Conveyances. At Closing, the City shall deliver the City Deed (as hereinafter defined) and all funds required to be paid by the City pursuant to this Agreement to Escrow Agent, and Farm 101 shall deliver the Farm 101 (as hereinafter defined) and all funds required to be paid by Farm 101 pursuant to this Agreement to Escrow Agent. Escrow Agent and the Parties shall close the transaction contemplated by this Agreement upon: (i) Escrow Agent's receipt all funds required to be paid by the Parties, (ii) Escrow Agent's receipt of the City Deed duly executed and acknowledged by the City, (iii) Escrow Agent's receipt of the Farm 101 Deed duly executed and acknowledged by Farm 101, and (iv) the satisfaction of each Party's express conditions closing set forth herein. The Properties shall be conveyed in pursuant to and subject to the following (as applicable):

(a) City Deed. The PS Development Property, including any and all rights, easements and privileges appurtenant thereto, shall be conveyed to Farm 101, upon Close of Escrow, by special warranty deed (the "City Deed") in the form of Exhibit "C" attached hereto and incorporated herein by reference, and any other instruments of assignment or transfer that may be necessary or appropriate, free and clear of all liens, restrictions, reservations, encumbrances and exceptions to title whatsoever, except only those matters that have been previously approved by Farm 101 pursuant to Section 5(a). Said City Deed, duly executed by the City and appropriately acknowledged, shall be deposited with Escrow Agent (together with the Affidavit of Value required by Arizona law) on or before the date on which Escrow is to close, with said City Deed to be recorded upon the fulfillment of Farm 101's obligations under this Agreement. The PS Development Property shall be conveyed "AS IS" and "WHERE IS," with no express or implied warranties or representations whatsoever, except as contained in this Agreement and in the City Deed.

(b) Farm 101 Deed. The 95th Avenue Property, including any and all rights, easements and privileges appurtenant thereto, shall be conveyed to the City, upon Close of Escrow, by special warranty deed (the "Farm 101 Deed") in the form of Exhibit "D" attached hereto and incorporated herein by reference, and any other instruments of assignment or transfer that may be necessary or appropriate, free and clear of all liens, restrictions, reservations, encumbrances and exceptions to title whatsoever, except only those matters that have been previously approved by the City pursuant to Section 6(a). Said Farm 101 Deed, duly executed by Farm 101 and appropriately acknowledged, shall be deposited with Escrow Agent (together with the Affidavit of Value required by Arizona law) on or before the date on which Escrow is to close, with said Farm 101 Deed to be recorded upon the fulfillment of the City's obligations under this Agreement. The 95th Avenue Property shall be conveyed "AS IS" and "WHERE IS," with no express or implied warranties or representations whatsoever, except as contained in this Agreement and in the Farm 101 Deed.

8. Non-Performance. In the event of a default by a Party under this Agreement, including the failure of any of the representations, warranties or covenants of such Party described herein, the non-defaulting Party as its sole remedy may (i) waive such default and Close Escrow, or (ii) institute an action for specific performance. Each Party hereby acknowledges that its Property is unique and that, accordingly, it would be equitable for any court of competent jurisdiction to order the specific performance by such Party of such Party's obligations hereunder.

9. Reserved.

10. City's Representations, Warranties and Additional Covenants. The City hereby represents, warrants and covenants (with the understanding that Farm 101 is relying on said representations, warranties and covenants) that:

(a) There are no claims, actions, suits, condemnation actions, or other proceedings pending or, to the knowledge of the City, threatened by any person or entity that may materially and adversely affect the PS Development Property.

(b) The City shall not sell, convey, assign, lease or otherwise transfer all or any part of the PS Development Property, or cause or permit any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the PS Development Property from the date hereof until Close of Escrow and recordation of the City Deed.

(c) During the course of Escrow, the City shall maintain the PS Development Property at least as good a state of repair as of the date hereof.

(d) Except as may be disclosed by the PS Development Title Report, there exist no adverse claims by any person or entity (including but not limited to adjoining property owners) and no encroachments with respect to the PS Development Property.

(e) The City has full power and authority to enter into and perform this Agreement in accordance with its terms, and has complied with the provisions of A.R.S. § 9-407 and A.R.S. § 39-204.

(f) The individual executing this Agreement on behalf of the City is authorized to do so and, upon his executing this Agreement, this Agreement shall be binding and enforceable upon the City in accordance with its terms.

(g) To the City's knowledge, and except as may be disclosed by any environmental report for the PS Development Property provided to or obtained by Farm 101, there does not exist, and the City itself has not caused any generation, production, location, transportation, storage, treatment, discharge, disposal, release or threatened release upon or under the PS Development Property of (i) any toxic or hazardous substance or "pollutant" (as that term is defined in A.R.S. §49-201(23)) subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), 42 U.S.C. §6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300h, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Arizona Environmental Quality Act, A.R.S. §49-201, et seq.; the Arizona "State Superfund" provisions, A.R.S. §49-281, et seq.; the Arizona Solid Waste Management provisions, A.R.S. §49-701, et seq.; the Arizona Hazardous Waste Management Act, A.R.S. §49-921, et seq.; and the Arizona Underground Storage Tank provisions, A.R.S. §49-1001, et seq., or any other applicable State or Federal environmental protection law or regulation; or (ii) any product, material or substance existing or used in any manner inconsistent with the regulations issued by or so as to require a permit or approval from the Arizona Department of Health Services pursuant to the Maricopa County Health Code. To the City's knowledge, and except as may be disclosed any other environmental or other report provided to or obtained by Farm 101, no storage tanks (either above or below the ground) or septic tanks exist or have existed on the PS Development Property.

(h) The City has no knowledge of any Native American site located on the Property, whether such site is publicly known or not, including but not limited to sites that are or

may be subject to laws or regulations imposing limitations on the disclosure of information regarding such sites.

(i) The City shall timely satisfy, discharge or bond over any and all obligations relating to work performed on or conducted at the PS Development Property or materials delivered to the PS Development Property in order to prevent the filing before or after Close of Escrow of any claim or mechanic's lien with respect thereto.

The foregoing representations, warranties and covenants shall be true as of the date hereof and, except as expressly set forth herein, for one (1) year following Close of Escrow. The phrases "to the City's knowledge", "the knowledge of the City" or words of similar import shall mean the actual knowledge of the most knowledge City staff member as it pertains to the PS Development Property, without any duty of inquiry, investigation or verification.

11. Farm 101's Representations, Warranties and Additional Covenants. Farm 101 hereby represents, warrants and covenants (with the understanding that the City is relying on said representations, warranties and covenants) that:

(a) There are no claims, actions, suits, condemnation actions, or other proceedings pending or, to the knowledge of Farm 101, threatened by any person or entity that may materially and adversely affect the 95th Avenue Property.

(b) Farm 101 shall not sell, convey, assign, lease or otherwise transfer all or any part of the 95th Avenue Property, or cause or permit any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the 95th Avenue Property from the date hereof until Close of Escrow and recordation of the Farm 101 Deed.

(c) During the course of Escrow, Farm 101 shall maintain the 95th Avenue Property at least as good a state of repair as of the date hereof.

(d) To the knowledge of Farm 101, and except as may be disclosed by the 95th Avenue Title Report, there exist no adverse claims by any person or entity (including but not limited to adjoining property owners) and no encroachments with respect to the 95th Avenue Property.

(e) Farm 101 has full power and authority to enter into and perform this Agreement in accordance with its terms.

(f) The individual executing this Agreement on behalf of Farm 101 is authorized to do so and, upon his executing this Agreement, this Agreement shall be binding and enforceable upon Farm 101 in accordance with its terms.

(g) To Farm 101's knowledge, and except as may be disclosed by any other environmental report for the 95th Avenue Property provided to or obtained by the City, there does not exist, and Farm 101 itself has not caused any generation, production, location, transportation, storage, treatment, discharge, disposal, release or threatened release upon or under the 95th Avenue Property of (i) any toxic or hazardous substance or "pollutant" (as that term is defined in A.R.S. §49-201(23)) subject to regulation under the Resource Conservation and

Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), 42 U.S.C. §6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300h, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Arizona Environmental Quality Act, A.R.S. §49-201, et seq.; the Arizona "State Superfund" provisions, A.R.S. §49-281, et seq.; the Arizona Solid Waste Management provisions, A.R.S. §49-701, et seq.; the Arizona Hazardous Waste Management Act, A.R.S. §49-921, et seq.; and the Arizona Underground Storage Tank provisions, A.R.S. §49-1001, et seq., or any other applicable State or Federal environmental protection law or regulation; or (ii) any product, material or substance existing or used in any manner inconsistent with the regulations issued by or so as to require a permit or approval from the Arizona Department of Health Services pursuant to the Maricopa County Health Code. To Farm 101's knowledge, and except as may be disclosed in any other environmental or other report provided to or obtained by the City, no storage tanks (either above or below the ground) or septic tanks exist or have existed on the 95th Avenue Property.

(h) Farm 101 has no knowledge of any Native American site located on the Property, whether such site is publicly known or not, including but not limited to sites that are or may be subject to laws or regulations imposing limitations on the disclosure of information regarding such sites.

(i) Farm 101 shall timely satisfy, discharge or bond over any and all obligations relating to work performed on or conducted at the 95th Avenue Property or materials delivered to the 95th Avenue Property in order to prevent the filing before or after Close of Escrow of any claim or mechanic's lien with respect thereto.

The foregoing representations, warranties and covenants shall be true as of the date hereof and, except as expressly set forth herein, for one (1) year following Close of Escrow. The phrases "to Farm 101's knowledge", "the knowledge of Farm 101" or words of similar import shall mean the actual knowledge of Timothy Bidwill, without any duty of inquiry, investigation or verification.

12. Closing Conditions. Each of the Parties is bound by the following Closing conditions:

(a) Farm 101 Conditions. The obligation of Farm 101 to consummate and close the transaction contemplated by this Agreement is subject to the conditions (which may be waived in writing by Farm 101 in its sole discretion) that (i) the City is not in default of this Agreement, (ii) the Subdivision has been completed, and (iii) that all of the City's representations and warranties are true and correct as of the date of Closing. If any of the foregoing conditions is not satisfied or waived in writing by Farm 101 due to any reason other than a breach or default hereunder by Farm 101, the Closing shall be extended in order to allow the City to satisfy each of the foregoing conditions.

(b) City Conditions. The obligation of the City to consummate and close the transaction contemplated by this Agreement is subject to the conditions (which may be waived in writing by the City in its sole discretion) that (i) Farm 101 is not in default of this Agreement, and (ii) that all of Farm 101's representations and warranties are true and correct as of the date of Closing. If any of the foregoing conditions is not satisfied or waived in writing by the City due to any reason other than a breach or default hereunder by the City, the Closing shall be extended in order to allow Farm 101 to satisfy each of the foregoing conditions.

13. Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or two (2) business days after being deposited in the U. S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service, addressed as follows:

To Farm 101:	Farm 101 LLC 8701 South Hardy Drive Tempe, AZ 85284 Attn: David M. Koeninger, General Counsel
To the City:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attn: City Manager
With a copy to:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attn: City Attorney
To Escrow Agent:	First American Title Insurance Company 2425 East Camelback Road, Suite 300 Phoenix, AZ 85016 Attn: Kristin Brown

or at any other address designated by Farm 101, the City or Escrow Agent, in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers or e-mail addresses provided in this Agreement are for aiding informal communications only and notices shall not be effective if provided orally or if sent only by e-mail.

14. Brokers. No real estate commissions are payable in connection with this transaction. Farm 101 and the City mutually agree to indemnify, defend and hold harmless the other of, from and against any real estate commission that may be asserted to be payable as a result of any action or inaction of Farm 101 or the City respectively.

15. **Time of the Essence.** Time is of the essence of this Agreement, and Farm 101 and the City hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

16. **Severability.** If any portion, part, term, or provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect the other portions, parts, terms, or provisions, or applications of this Agreement that can be given effect without the invalid portions, parts, terms, provisions, or applications, and also shall not affect the Settlement Agreement any of the other agreements entered into in connection with the Settlement Agreement; and, to this end, the provisions of this Agreement and the other agreements referenced in this Section are declared to be severable.

17. **Waiver.** The waiver by either Party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18. **Legal Fees.** In the event of any litigation arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover, in addition to all other remedies it may have, its attorneys' fees and other reasonable costs and expenses incurred in such litigation.

19. **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, arrangements and understandings between the Parties, and no other agreement, statement or promise made by either Party hereto that is not contained herein shall be binding or valid.

20. **Amendments.** This Agreement may be amended only by written document signed by each of the Parties hereto.

21. **Further Performance.** Each Party shall, whenever and as often as it shall be requested by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

22. **Counterparts.** This Agreement shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

23. **Assignment.** Neither Party shall assign any of its rights or obligations under this Agreement; provided, that upon written notice by Farm 101 to the City at least three (3) business days prior to the Close of Escrow, Farm 101 may assign all of its rights and obligations under this Agreement to an assignee controlled by, controlling or under common control with Farm 101, but such assignment shall not relieve Farm 101 of liability for its obligations hereunder.

24. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

25. **Governing Law; Forum.** This Agreement is made in, and is to be construed according to the laws of, the State of Arizona, without regard to the conflicts of law or choice of law doctrines of the State of Arizona or any other jurisdiction. If any lawsuit, claim, cause, charge, or action is brought arising out of or relating to this Agreement, it shall be brought in Maricopa County Superior Court.

26. **Headings and Construction.** The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular Section to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be construed according to its fair meaning and neither for nor against either Party hereto. Wherever the term "including" is used in this Agreement, the term shall mean "including, without limitation."

27. **Survival.** The representations, warranties and covenants set forth herein shall survive the close of the Escrow and the recordation of the Farm 101 Deed and the City Deed (collectively, the "Deeds").

28. **Subsequent Acts.** The terms and provisions of this Agreement shall not merge with, be extinguished by or otherwise be affected by any subsequent conveyance or instrument by or between the Parties hereto unless such instrument shall specifically so state and be signed by the Parties hereto.

29. **Risk of Loss.** The risk of any loss or destruction of all or any part of a Party's Property prior to Close of Escrow is upon that Party. If, prior to Close of Escrow, the Property is partially damaged or destroyed as a result of flood, fire or other casualty, including a taking by eminent domain or as a result of an eminent domain action threatened by any governmental entity, the other Party shall accept an assignment at Close of Escrow of all proceeds of insurance from insurance policies or amounts due from any governmental entity covering the damage or destruction of the Property or the taking thereof, the Party that is the former owner then being obligated to assist the Party that is the new owner in collecting said proceeds.

30. **Non-Foreign Person.** Each Party represents and warrants to the other Party that it is not a "foreign person," as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Prior to Close of Escrow, each Party shall furnish to Escrow Agent such Party's United States taxpayer identification number and such affidavit and other information as Escrow Agent may determine to be necessary or reasonable under Section 1445(b)(2) of the Code, or otherwise, to confirm that such Party is not a "disregarded entity," and to assure that the other Party shall not be subject to United States federal income tax withholding liability under Section 1445 of the Code.

31. **Tax Reporting.** Escrow Agent, as the Party responsible for closing the transaction contemplated hereby within the meaning of Section 6045(e) of the Code, shall file all necessary

information, reports, returns and statements (collectively, the "Tax Reports") regarding this transaction as required by the Code, including, without limitation, the Tax Reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold the Parties and their respective attorneys and brokers, harmless for, from and against all claims costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Tax Reports which Escrow Agent is required to file pursuant to this Section.

32. A.R.S. §38-511. The Parties acknowledge and agree that they have been notified of the provisions contained in A.R.S. §38-511 (cancellation of contracts with state or political subdivision for conflict of interest).

33. Recitals. The recitals set forth above are incorporated into this Agreement and are made a part of this Agreement by reference.

34. Fully Informed Parties. Each Party has been represented in the negotiations for and the preparation of this Agreement by counsel of its respective choosing; has reviewed and understands the provisions of this Agreement; has had this Agreement fully explained to them by its counsel; and is fully aware of and understand this Agreement's contents and its legal effect and consequences.

35. Additional Escrow Instructions.

(a) Escrow Agent is authorized to take all appropriate action necessary to comply with this Agreement.

(b) All money payable shall be paid to Escrow Agent, unless otherwise specified. Disbursement of any funds may be made by check of Escrow Agent. Unless otherwise specified, all funds received by Escrow Agent shall be deposited by Escrow Agent in any State or National Bank (FDIC insured), or as otherwise directed in writing by the City and Farm 101. Escrow Agent shall be under no obligation to disburse any funds represented by check or draft and no check or draft shall be payment to Escrow Agent in compliance with any of the requirements hereof until it is advised by the bank in which it is deposited that such check or draft has been honored.

(c) Farm 101 and the City shall deposit with Escrow Agent all documents necessary to complete the sale as established by the terms of this Agreement.

(d) When this Agreement and all title requirements have been complied with (including without limitation all conditions set forth in any closing instructions agreed to by Escrow Agent), Escrow Agent shall deliver, file or record in the appropriate public office all necessary documents, disburse all funds and instruct the title company to issue the appropriate title insurance policy(ies).

(e) Escrow Agent may at its election, in the event of any conflicting demands made upon it concerning this Agreement, hold any money and documents deposited hereunder until it receives mutual instructions by all Parties or until a civil action shall have been concluded in a court of competent jurisdiction, determining the rights of the Parties. In the alternative,

Escrow Agent may at any time, at its discretion, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction.

IN WITNESS WHEREOF, Farm 101 and the City have executed this Agreement as of the Effective Date.

[Signatures of Parties are on next page]

FARM 101:

FARM 101 LLC, a Delaware limited liability company

By _____
Name _____
Its _____

CITY:

CITY OF GLENDALE, an Arizona municipal corporation

By _____
Name _____
Its _____

ATTEST:

City Clerk

Approved as to form

City Attorney

First American Title Insurance Company hereby acknowledges receipt of the foregoing instructions and agrees to act as Escrow Agent in accordance with the terms and conditions thereof. By its execution below, Escrow Agent confirms that the Opening of Escrow is _____, 2016.

Dated: _____

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: _____

Name: _____

Title: _____

EXHIBIT "A"

95th Avenue Property

PARCEL B OF THAT CERTAIN MINOR LAND DIVISION FOR BETHANY LAND PARTNERS LLC RECORDED IN BOOK 989 OF MAPS, PAGE 24 OF THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDED AS DOCUMENT 2008-458532 OF OFFICIAL RECORDS.

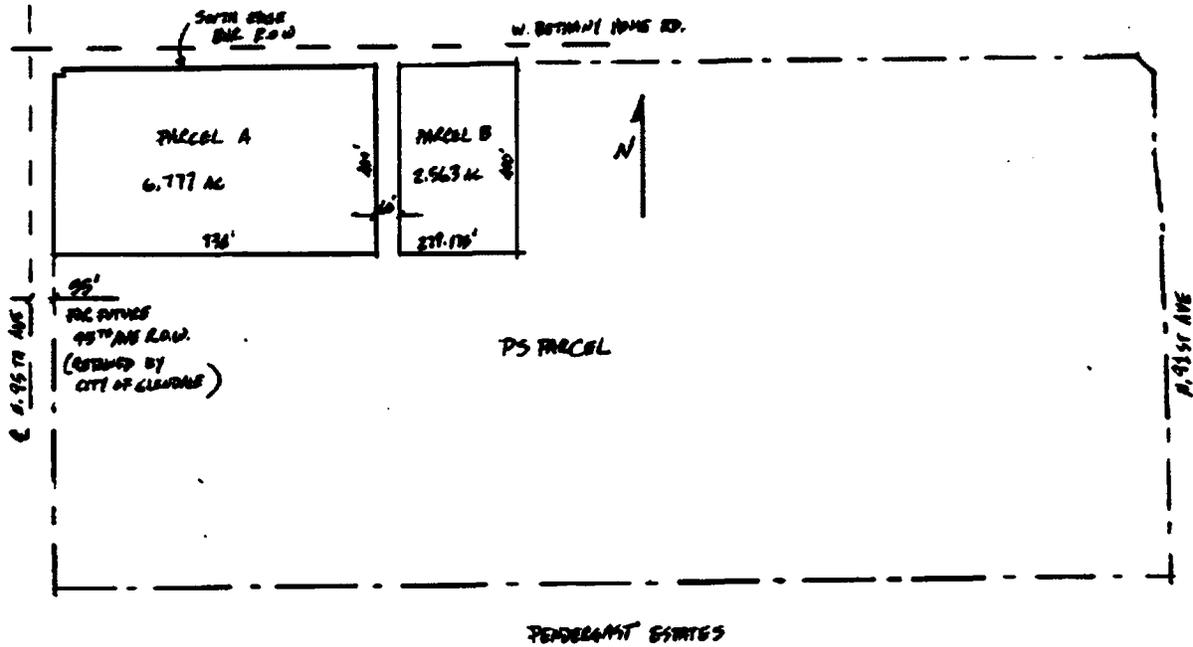
Less and except the following described real property:

THE EAST 20 FEET OF PARCEL B OF THAT CERTAIN MINOR LAND DIVISION FOR BETHANY LAND PARTNERS LLC RECORDED IN BOOK 989 OF MAPS, PAGE 24 OF THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDED AS DOCUMENT 2008-458532 OF OFFICIAL RECORDS, AS CONVEYED TO THE UNITED STATES, U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, PURSUANT TO THAT CERTAIN GENERAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 20160138367 IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER.

EXHIBIT "B"

PS Development Property

Depiction of PS Development Property:



The legal description of the PS Development Property to be attached.

EXHIBIT "C"

When Recorded Return to:

Farm 101 LLC
8701 South Hardy Drive
Tempe, AZ 85284
Attn: General Counsel

SPECIAL WARRANTY DEED

FOR THE CONSIDERATION of Ten Dollars (\$10.00), and other valuable consideration, CITY OF GLENDALE, an Arizona municipal corporation ("Grantor"), hereby conveys to FARM 101 LLC, a Delaware limited liability company ("Grantee"), the real property ("Property") situated in Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights and privileges appurtenant thereto.

SUBJECT to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and to all matters which an accurate survey or visual inspection of the Property would disclose.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this ____ day of _____, 201__.

CITY OF GLENDALE, an Arizona municipal corporation

By _____
Its _____

ATTEST:

City Clerk

Approved as to form

City Attorney

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of CITY OF GLENDALE, an Arizona municipal corporation, on behalf of the municipal corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT "D"

When Recorded Return to:

City of Glendale
5840 W. Glendale Ave.
Glendale, AZ 85301
Attn: City Manager

SPECIAL WARRANTY DEED

FOR THE CONSIDERATION of Ten Dollars (\$10.00), and other valuable consideration, FARM 101 LLC, a Delaware limited liability company ("Grantor"), hereby conveys to CITY OF GLENDALE, an Arizona municipal corporation ("Grantee"), the real property ("Property") situated in Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all rights and privileges appurtenant thereto.

SUBJECT to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and to all matters which an accurate survey or visual inspection of the Property would disclose.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this ____ day of _____, 201__.

FARM 101 LLC, a Delaware limited liability
company

By _____
Name _____
Its _____

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of FARM 101 LLC, a Delaware limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

SCHEDULE AZP
Legal Description of AZSTA Parcel

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East, a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 457.81 feet to the **POINT OF BEGINNING**;

Thence North 58 degrees 00 minutes 22 seconds East a distance of 261.40 feet;

Thence North 80 degrees 30 minutes 00 seconds East a distance of 147.11 feet;

Thence South 77 degrees 00 minutes 00 seconds East a distance of 134.06 feet;

Thence South 54 degrees 30 minutes 00 seconds East a distance of 182.34 feet;

Thence South 32 degrees 00 minutes 14 seconds East a distance of 432.40 feet;

Thence South 09 degrees 28 minutes 53 seconds East a distance of 126.62 feet;

Thence South 13 degrees 00 minutes 00 seconds West a distance of 218.00 feet;

Thence South 28 degrees 46 minutes 39 seconds East a distance of 121.59 feet;

Thence South 25 degrees 57 minutes 38 seconds East a distance of 246.81 feet;

Thence South 29 degrees 33 minutes 10 seconds East a distance of 131.21 feet;

Thence South 48 degrees 28 minutes 44 seconds West a distance of 41.34 feet;

Thence South 13 degrees 39 minutes 54 seconds West a distance of 65.24 feet;

Thence South 58 degrees 23 minutes 12 seconds West a distance of 327.08 feet;

Thence North 76 degrees 51 minutes 09 seconds West a distance of 58.77 feet;

Thence North 39 degrees 07 minutes 20 seconds West a distance of 325.82 feet;

Thence North 35 degrees 42 minutes 19 seconds West a distance of 201.29 feet;

Thence North 77 degrees 01 minutes 07 seconds West a distance of 155.06 feet;

Thence North 54 degrees 28 minutes 53 seconds West a distance of 142.32 feet;

Thence North 32 degrees 00 minutes 00 seconds West a distance of 424.69 feet;

Thence North 09 degrees 30 minutes 00 seconds West a distance of 179.50 feet;

Thence North 13 degrees 00 minutes 00 seconds East a distance of 196.57 feet;

Thence North 35 degrees 28 minutes 53 seconds East a distance of 90.82 feet;

Thence North 58 degrees 00 minutes 22 seconds East, a distance of 61.03 feet to the POINT OF BEGINNING.

The above described parcel contains a computed area of 1,102,068.8275 square feet (Or 25.3000 acres), more or less.

SCHEDULE CP
Legal Description of Cardinals Parcels

PARKING AREA 1

That portion of the southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 88 degrees 01 minutes 38 seconds West, along the north line of the southwest quarter, a distance of 306.75 feet to the centerline intersection of Maryland Avenue and 95th Avenue.

Thence South 01 degrees 47 minutes 23 seconds East, along the centerline of 95th Avenue, a distance of 95.18 feet;

Thence South 88 degrees 12 minutes 37 seconds West a distance of 60.00 feet to a point on the westerly right-of-way line of 95th Avenue and the **POINT OF BEGINNING**;

Thence South 01 degrees 47 minutes 23 seconds East, along said westerly right-of-way line, a distance of 716.31 feet to the beginning of a tangent curve concave to the east whose center bears North 88 degrees 12 minutes 37 seconds East a distance of 660.00 feet;

Thence southerly along said westerly right-of-way line and the arc of said curve through a central angle of 26 degrees 28 minutes 51 seconds an arc length of 305.04 feet to a point of non-tangency;

Thence leaving said westerly right-of-way line South 61 degrees 46 minutes 48 seconds West a distance of 103.75 feet to the beginning of a non-tangent curve concave to the north whose center bears North 24 degrees 44 minutes 33 seconds West a distance of 412.70 feet;

Thence westerly along the arc of said curve through a central angle of 24 degrees 33 minutes 09 seconds an arc length of 176.85 feet to a point of tangency;

Thence South 89 degrees 48 minutes 36 seconds West a distance of 784.30 feet;

Thence North 00 degrees 06 minutes 43 seconds East a distance of 786.95 feet to the beginning of a non-tangent curve concave to the north whose center bears North 00 degrees 09 minutes 17 seconds West a distance of 7586.95 feet;

Thence easterly along the arc of said curve through a central angle of 05 degrees 44 minutes 42 seconds an arc length of 760.74 feet;

Thence North 00 degrees 00 minutes 00 seconds East a distance of 304.01 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence North 88 degrees 01 minutes 38 seconds East, along said southerly right-of-way line, a distance of 144.27 feet;

Thence South 46 degrees 52 minutes 52 seconds East a distance of 56.46 feet to a point on the westerly right-of-way line of 95th Avenue and the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 839,995.6431 square feet (19.2836 acres) more or less.

PARKING AREA 2

That portion of the southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 88 degrees 01 minutes 38 seconds West, along the north line of the southwest quarter, a distance of 306.75 feet to the centerline intersection of Maryland Avenue and 95th Avenue.

Thence South 01 degrees 47 minutes 23 seconds East, along the centerline of 95th Avenue, a distance of 811.49 feet to the beginning of a tangent curve concave to the east whose center bears North 88 degrees 12 minutes 37 seconds East a distance of 600.00 feet;

Thence southerly along the arc of said curve through a central angle of 27 degrees 45 minutes 26 seconds an arc length of 290.67 feet to a point of tangency;

Thence South 29 degrees 32 minutes 49 seconds East a distance of 265.34 feet to the beginning of a tangent curve concave to the west whose center bears South 60 degrees 27 minutes 11 seconds West a distance of 600.00 feet;

Thence southerly along the arc of said curve through a central angle of 03 degrees 57 minutes 57 seconds an arc length of 41.53 feet;

Thence leaving said centerline South 64 degrees 25 minutes 08 seconds West a distance of 60.00 feet to a point on the westerly right-of-way line of 95th Avenue and the beginning of a non tangent curve concave to the west whose center bears South 64 degrees 25 minutes 08 seconds West a distance of 540.00 feet. Said point being the **POINT OF BEGINNING**

Thence southerly along the arc of said curve and westerly right-of-way line through a central angle of 25 degrees 23 minutes 28 seconds an arc length of 239.31 feet to a point of tangency;

Thence South 00 degrees 11 minutes 24 seconds East a distance of 609.60 feet;

Thence leaving said westerly right-of-way line South 86 degrees 36 minutes 29 seconds West a distance of 1261.64 feet along a line 230.00 feet north of the canal right-of-way according to the "Salt River Valley User's Association Grand Canal Right-of-Way" plat recorded in Book 181 page 47, records of Maricopa County;

Thence North 00 degrees 06 minutes 43 seconds East a distance of 791.10 feet;

Thence North 89 degrees 48 minutes 36 seconds East a distance of 785.94 feet to the beginning of a tangent curve concave to the north whose center bears North 00 degrees 11 minutes 24 seconds West a distance of 724.50 feet;

Thence easterly along the arc of said curve through a central angle of 25 degrees 20 minutes 17 seconds an arc length of 320.40 feet to a point of tangency;

Thence North 64 degrees 28 minutes 19 seconds East a distance of 118.77 feet to a point on the westerly right-of-way line of 95th Avenue and the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 970,088.7645 square feet (22.2701 acres) more or less.

PARKING AREA 3

That portion of the south half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 790.37 feet to a point on the west line of east 790.00 feet;

Thence South 00 degrees 13 minutes 14 seconds East, along said west line of the east 790.00 feet, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue and the POINT OF BEGINNING;

Thence South 00 degrees 13 minutes 14 seconds East, continuing along said west line, a distance of 2220.67 feet;

Thence South 89 degrees 26 minutes 17 seconds West a distance of 730.37 feet, along a line 230.00 feet north of the grand canal right-of-way according to the "Salt River Valley User's Association Grand Canal Right-of-Way" plat recorded in Book 181 page 47, records of Maricopa County;

Thence North 00 degrees 11 minutes 32 seconds West a distance of 425.29 feet;

Thence North 25 degrees 57 minutes 13 seconds West a distance of 6.32 feet to the beginning of a tangent curve concave to the southwest whose center bears South 64 degrees 02 minutes 47 seconds west a distance of 5.58 feet;

Thence northwesterly along the arc of said curve though a central angle of 55 degrees 50 minutes 25 seconds an arc length of 5.44 feet;

Thence North 32 degrees 01 minutes 23 seconds East a distance of 64.25 feet to the beginning of a tangent curve concave to the west whose center bears North 57 degrees 58 minutes 37 seconds West a distance of 100.00 feet;

Thence northerly along the arc of said curve through a central angle of 57 degrees 58 minutes 36 seconds an arc length of 101.19 feet;

Thence North 25 degrees 57 minutes 13 seconds West a distance of 282.70 feet to the beginning of a tangent curve concave to the east whose center bears North 64 degrees 02 minutes 47 seconds East a distance of 616.00 feet;

Thence northerly along the arc of said curve through a central angle of 25 degrees 57 minutes 11 seconds an arc length of 279.03 feet to a point of tangency;

Thence North 00 degrees 00 minutes 02 seconds West a distance of 50.61 feet to the beginning of a tangent curve concave to the west whose center bears South 89 degrees 59 minutes 58 seconds West a distance of 655.00 feet;

Thence northerly along the arc of said curve through a central angle of 32 degrees 59 minutes 32 seconds an arc length of 377.16 feet to a point of tangency;

Thence North 32 degrees 59 minutes 34 seconds West a distance of 363.29 feet to the beginning of a tangent curve concave to the southwest whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 364.00 feet;

Thence northwesterly along the arc of said curve through a central angle of 59 degrees 28 minutes 40 seconds an arc length of 377.86 feet to the beginning of compound tangent curve concave to the south whose center bears South 02 degrees 28 minutes 14 seconds East a distance of 1439.50 feet;

Thence westerly along the arc of said curve through a central angle of 19 degrees 37 minutes 04 seconds an arc length of 492.88 feet;

Thence North 31 degrees 58 minutes 40 seconds West a distance of 4.88 feet to the beginning of a non-tangent curve concave to the north whose center bears North 19 degrees 42 minutes 09 seconds West a distance of 317.04 feet;

Thence westerly along the arc of said curve through a central angle of 17 degrees 54 minutes 46 seconds an arc length of 99.12 feet to a point of tangency;

Thence South 88 degrees 12 minutes 37 seconds West a distance of 9.51 feet to a point on the easterly right-of-way line of 95th Avenue;

Thence North 01 degrees 47 minutes 23 seconds West, along said easterly right-of-way line, a distance of 248.25 feet;

Thence North 43 degrees 07 minutes 08 seconds East a distance of 56.66 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence North 88 degrees 01 minutes 38 seconds East, along said southerly right-of-way line, a distance of 206.93 feet;

Thence North 88 degrees 02 minutes 02 seconds East, along said southerly right-of-way line, a distance of 1852.92 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2,217,012.6129 square feet (50.8956 acres) more or less.

PARKING AREA 4

That portion of the south half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of the southeast quarter, a distance of 317.09 feet to the beginning of a non-tangent curve concave to the south whose center bears South 16 degrees 58 minutes 57 seconds East a distance of 1415.50 feet. Said point being the **POINT OF BEGINNING;**

Thence easterly along the arc of said curve through a central angle of 14 degrees 01 minutes 06 seconds an arc length of 346.32 feet to the beginning of a tangent compound curve concave to the south whose center bears South 02 degrees 57 minutes 51 seconds East a distance of 340.00 feet;

Thence easterly along the arc of said curve through a central angle of 39 degrees 48 minutes 32 seconds an arc length of 236.23 feet to the beginning of a non-tangent curve concave to the southeast whose center bears South 57 degrees 19 minutes 54 seconds East a distance of 759.73 feet;

Thence southerly along the arc of said curve through a central angle of 01 degrees 08 minutes 07 seconds an arc length of 15.05 feet to the beginning of a non-tangent curve concave to the south whose center bears South 37 degrees 03 minutes 51 seconds West a distance of 325.00 feet;

Thence westerly along the arc of said curve through a central angle of 11 degrees 16 minutes 57 seconds an arc length of 64.00 feet to a point of non-tangency;

Thence North 25 degrees 46 minutes 54 seconds East a distance of 2.00 feet to the beginning of a non-tangent curve concave to the south whose center bears South 25 degrees 46 minutes 54 seconds West a distance of 327.00 feet;

Thence westerly along the arc of said curve through a central angle of 28 degrees 44 minutes 45 seconds an arc length of 164.06 feet to the beginning of a tangent compound curve concave to the south whose center bears South 02 degrees 57 minutes 51 seconds East a distance of 1402.50 feet;

Thence westerly along the arc of said curve through a central angle of 18 degrees 28 minutes 55 seconds an arc length of 452.41 feet to a point of tangency;

Thence South 68 degrees 33 minutes 14 seconds West a distance of 10.35 feet;

Thence North 32 degrees 02 minutes 48 seconds West a distance of 13.67 feet;

Thence North 70 degrees 29 minutes 08 seconds East a distance of 12.87 feet to the beginning of a non-tangent curve concave to the south whose center bears South 21 degrees 26 minutes 46 seconds East a distance of 1415.50 feet;

Thence easterly along the arc of said curve through a central angle of 04 degrees 27 minutes 49 seconds an arc length of 110.27 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 9,208.7796 square feet (0.2114 acres) more or less.

PARKING AREA 5

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of the southeast quarter, a distance of 375.58 feet;

Thence North 89 degrees 48 minutes 36 seconds East a distance of 586.97 feet to the beginning of a non-tangent curve concave to the southeast whose center bears South 49 degrees 45 minutes 46 seconds East a distance of 664.19 feet. Said point being the **POINT OF BEGINNING;**

Thence northerly along the arc of said curve through a central angle of 01 degrees 43 minutes 51 seconds an arc length of 20.06 feet to the beginning of a non-tangent curve concave to the southwest whose center bears South 45 degrees 30 minutes 19 seconds West a distance of 340.00 feet;

Thence easterly along the arc of said curve through a central angle of 11 degrees 30 minutes 07 seconds an arc length of 68.25 feet to a point of tangency;

Thence South 32 degrees 59 minutes 34 seconds East a distance of 367.96 feet to the beginning of a tangent curve concave to the west whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 623.00 feet;

Thence southerly along the arc of said curve through a central angle of 23 degrees 41 minutes 59 seconds an arc length of 257.70 feet to the beginning of a non-tangent curve concave to the south whose center bears South 03 degrees 29 minutes 59 seconds East a distance of 855.83 feet;

Thence westerly along the arc of said curve through a central angle of 01 degrees 20 minutes 40 seconds an arc length of 20.08 feet to the beginning of a non-tangent curve concave to the west whose center bears South 80 degrees 32 minutes 12 seconds West a distance of 603.00 feet;

Thence northerly along the arc of said curve through a central angle of 23 degrees 31 minutes 46 seconds an arc length of 247.63 feet to a point of tangency;

Thence North 32 degrees 59 minutes 34 seconds West a distance of 367.96 feet to the beginning of a tangent curve concave to the southwest whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 320.00 feet;

Thence northerly along the arc of said curve through a central angle of 11 degrees 13 minutes 34 seconds an arc length of 62.70 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 13,722.1537 square feet (0.3150 acres) more or less.

PARKING AREA 6

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 00 degrees 13 minutes 14 seconds East, along the east line of the Southeast quarter of said Section 9 and the centerline of 91st Avenue, a distance of 1453.75 feet;

Thence leaving said east line of Southeast quarter, South 89 degrees 46 minutes 46 seconds West a distance of 40.00 feet to the westerly right-of-way line of 91st Avenue and the **POINT OF BEGINNING**;

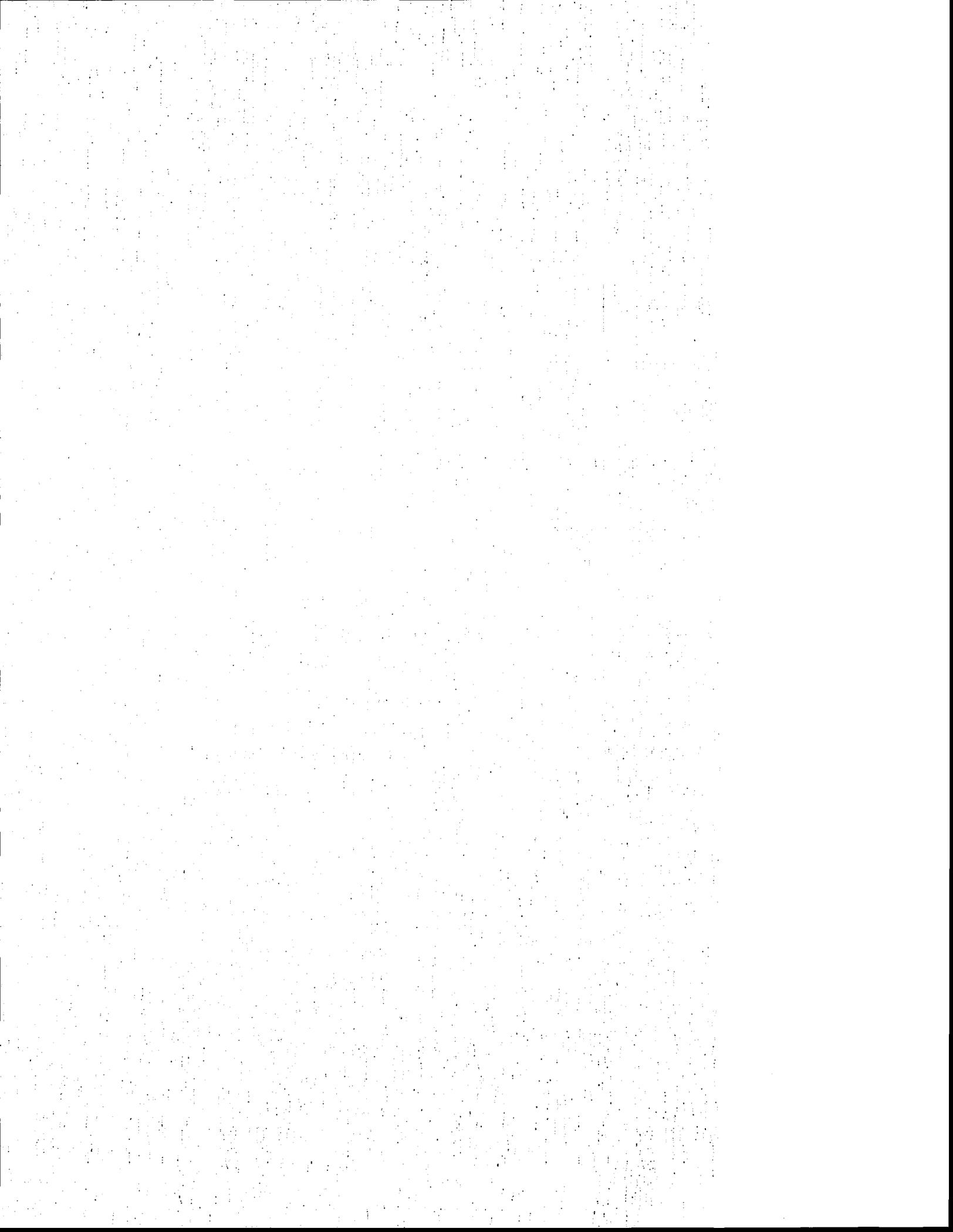
Thence South 00 degrees 13 minutes 14 seconds East, along said westerly right-of-way line, a distance of 51.50 feet.

Thence South 89 degrees 46 minutes 46 seconds West a distance of 750.00 feet to the west line of the east 790.00 feet of said southeast quarter.

Thence North 00 degrees 13 minutes 14 seconds West, along said west line of the east 790.00 feet of said southeast quarter, a distance of 51.50 feet.

Thence North 89 degrees 46 minutes 46 seconds East a distance of 750.00 feet to the westerly right-of-way line of 91st Avenue and the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 38,624.9934 square feet (0.8867 acres) more or less.



PARK AND RIDE LOT/PARKING AREA 7

That portion of the Southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a flush brass cap accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, South 88 degrees 02 minutes 02 seconds West a distance of 2644.97 feet to an iron pipe accepted as the center of said Section 9;

Thence along the north line of said Southwest quarter and the centerline of said Maryland Avenue, South 88 degrees 01 minutes 38 seconds West a distance of 306.75 feet to the centerline intersection of Maryland Avenue and 95th Avenue;

Thence continuing along the north line of said Southwest quarter and the centerline of said Maryland Avenue, South 88 degrees 01 minutes 38 seconds West a distance of 244.43 feet;

Thence leaving the north line of said Southwest quarter and the centerline of said Maryland Avenue, South 01 degrees 58 minutes 22 seconds East a distance of 55.00 feet to a point on the southerly right-of-way line of said Maryland Avenue and the **POINT OF BEGINNING**;

Thence leaving said southerly right-of-way line, South 00 degrees 00 minutes 00 seconds West a distance of 304.01 feet to the beginning of a non-tangent curve concave to the north whose center bears North 05 degrees 53 minutes 59 seconds West a distance of 7586.95 feet;

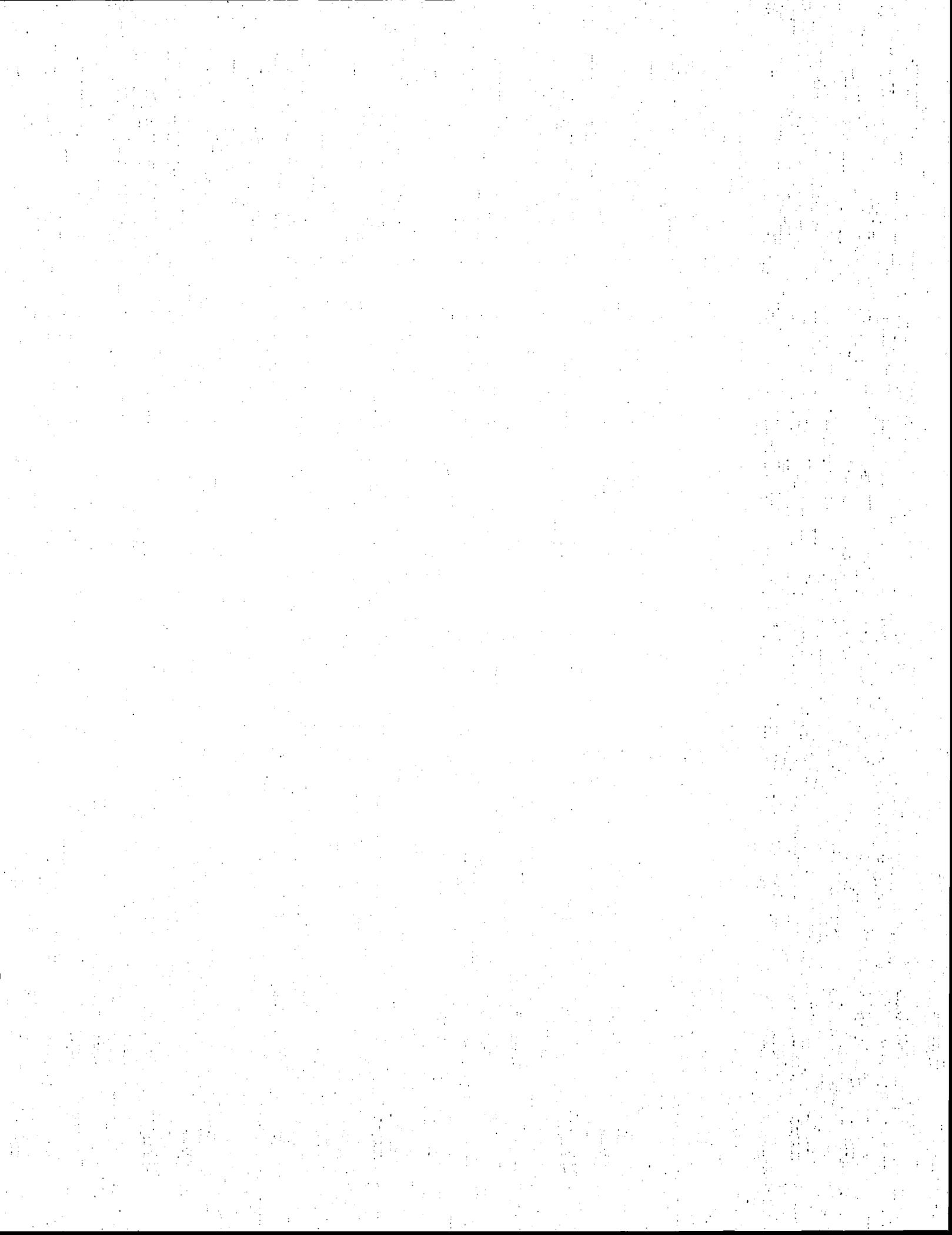
Thence westerly along the arc of said curve through a central angle of 05 degrees 44 minutes 42 seconds, an arc length of 760.74 feet;

Thence North 00 degrees 06 minutes 43 seconds East a distance of 304.02 feet to the south line of that certain USA Fee Property as described within Document No. 2005-1508403, records of Maricopa County;

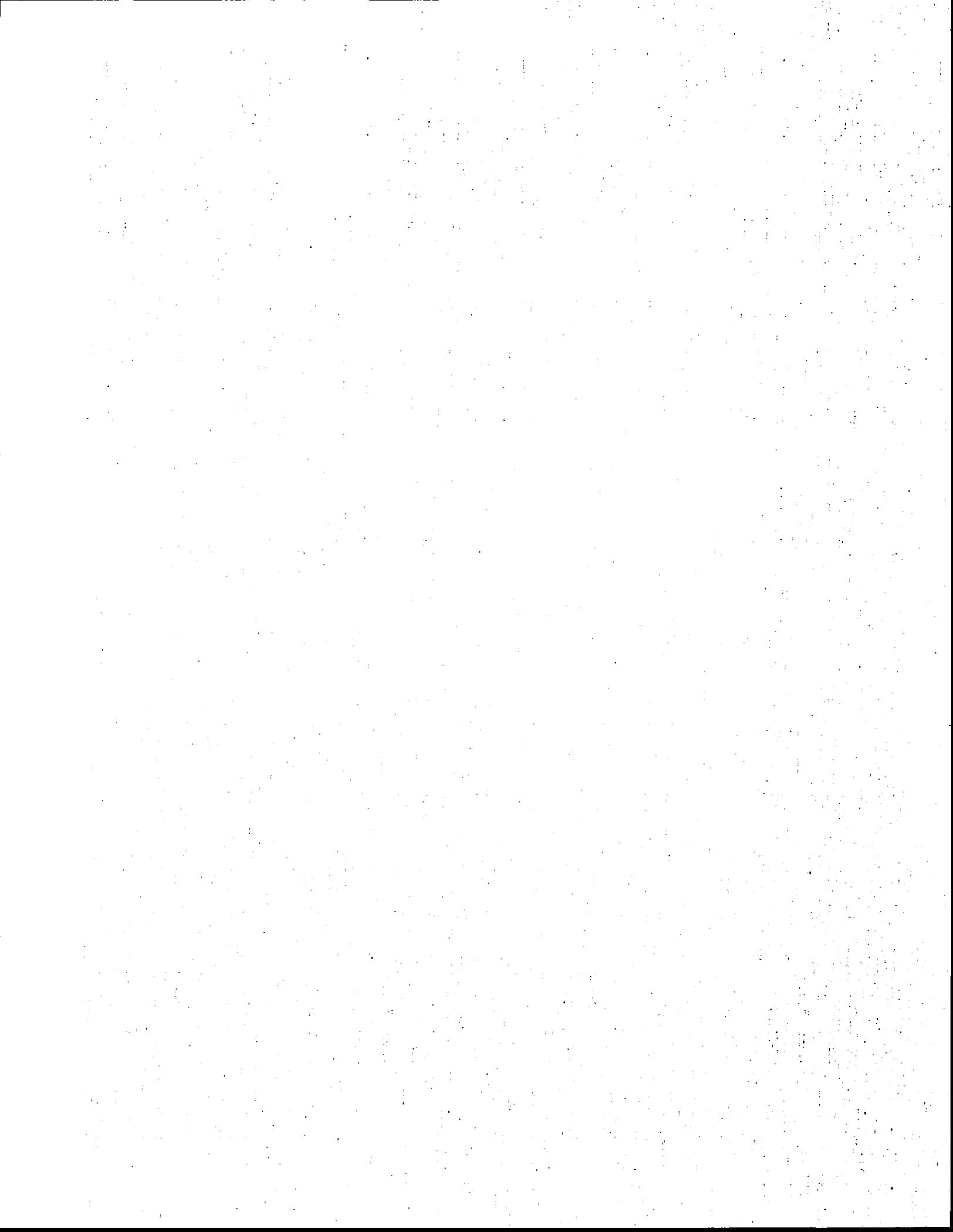
Thence along said south line, North 88 degrees 01 minute 38 seconds East, a distance of 614.95 feet to an angle point therein;

Thence continuing along said south line, North 58 degrees 46 minutes 41 seconds East a distance of 28.65 feet to a point on said southerly right-of-way line of Maryland Avenue;

Thence departing said south line and along said southerly right-of-way line, North 88 degrees 01 minutes 38 seconds East a distance of 119.76 feet to the **POINT OF BEGINNING**.



The above described parcel contains a computed area of 232,124 square feet (5.3288 acres) more or less.



PARCEL 7A

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 262.06 feet to the beginning of a non-tangent curve concave to the southeast, whose center bears South 16 degrees 58 minutes 57 seconds East a distance of 1415.50 feet, said point being the POINT OF BEGINNING;

Thence easterly along the arc of said curve through a central angle of 14 degrees 01 minutes 06 seconds an arc length of 346.32 feet to the beginning of a compound curve concave to the southeast whose center bears South 02 degrees 57 minutes 51 seconds East a distance of 340.00 feet;

Thence southeasterly along the arc of said curve through a central angle of 59 degrees 58 minutes 17 seconds an arc length of 355.88 feet;

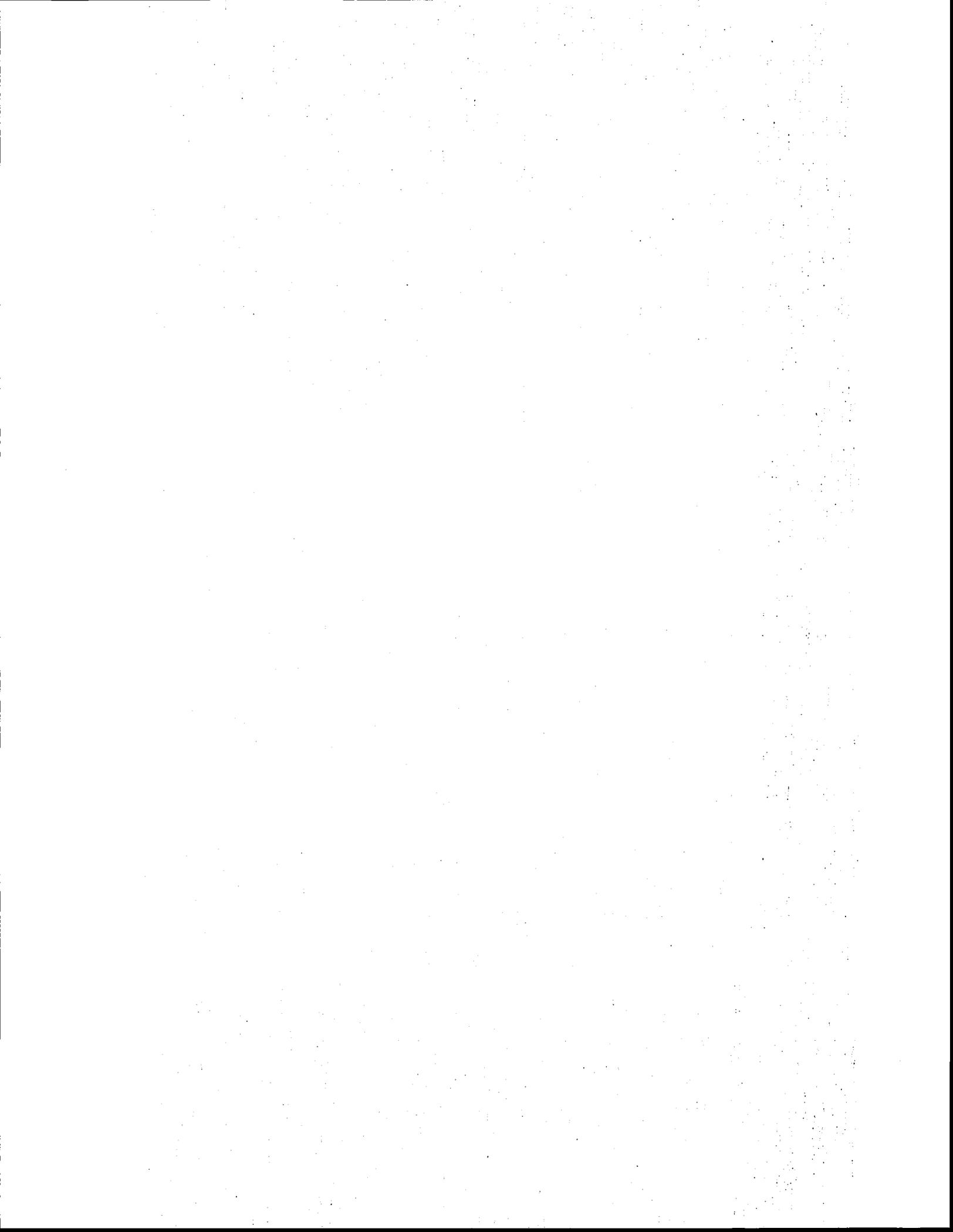
Thence South 32 degrees 59 minutes 34 seconds East a distance of 367.96 feet to the beginning of a tangent curve concave to the southwest whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 623.00 feet;

Thence southerly along the arc of said curve through a central angle of 32 degrees 59 minutes 32 seconds an arc length of 358.74 feet;

Thence South 00 degrees 00 minutes 02 seconds East a distance of 50.61 feet to the beginning of a tangent curve concave to the east whose center bears North 89 degrees 59 minutes 58 seconds East a distance of 648.00 feet;

Thence southerly along the arc of said curve through a central angle of 25 degrees 57 minutes 11 seconds an arc length of 293.52 feet;

Thence South 25 degrees 57 minutes 13 seconds East a distance of 292.49 feet to the beginning of a tangent curve concave to the north whose center bears South 64 degrees 02 minutes 47 seconds West a distance of 10.00 feet;



Thence westerly along the arc of said curve through a central angle of 163 degrees 57 minutes 17 seconds an arc length of 28.62 feet;

Thence South 48 degrees 00 minutes 04 seconds West a distance of 32.00 feet;

Thence South 41 degrees 59 minutes 14 seconds East a distance of 3.05 feet to the beginning of a non-tangent curve concave to the west whose center bears South 47 degrees 39 minutes 33 seconds West a distance of 35.00 feet;

Thence southerly along the arc of said curve through a central angle of 74 degrees 21 minutes 50 seconds an arc length of 45.43 feet;

Thence South 32 degrees 01 minutes 23 seconds West a distance of 84.98 feet to the beginning of a tangent curve concave to the northwest whose center bears North 57 degrees 58 minutes 37 seconds West a distance of 278.00 feet;

Thence southwesterly along the arc of said curve through a central angle of 57 degrees 58 minutes 37 seconds an arc length of 281.31 feet;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 81.01 feet;

Thence North 39 degrees 07 minutes 20 seconds West a distance of 396.23 feet;

Thence North 35 degrees 42 minutes 19 seconds West a distance of 135.93 feet;

Thence South 89 degrees 48 minutes 36 seconds West a distance of 355.93 feet to a point on the proposed Easterly right-of-way line of 95th Avenue and the beginning of a non-tangent curve concave to the west, whose center bears South 80 degrees 46 minutes 08 seconds West a distance of 660.00 feet.

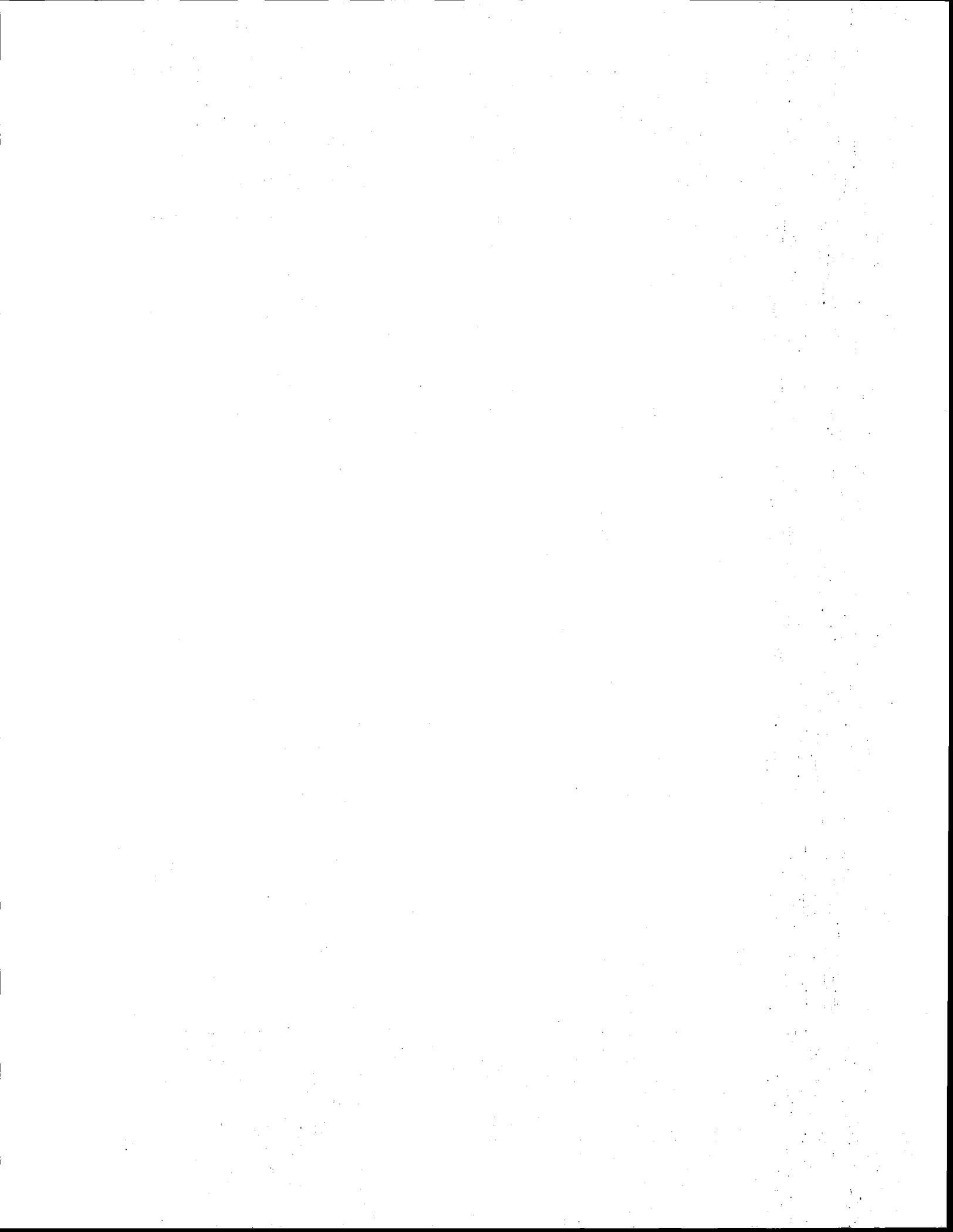
Thence northwesterly along the arc of said curve and said right-of-way line through a central angle of 20 degrees 18 minutes 57 seconds an arc length of 234.02 feet;

Thence North 29 degrees 32 minutes 49 seconds West, along said right-of-way line, a distance of 265.34 feet to the beginning of a tangent curve concave to the east whose center bears North 60 degrees 27 minutes 11 seconds East a distance of 540.00 feet;

Thence northerly along the arc of said curve and said right-of-way line through a central angle of 27 degrees 45 minutes 26 seconds a distance of 261.61 feet;

Thence North 01 degrees 47 minutes 23 seconds West, along said right-of-way line a distance of 435.27 feet;

Thence leaving said right-of-way line North 88 degrees 12 minutes 37 seconds East a distance of 4.90 feet to the beginning of a tangent curve concave to the northwest whose center bears North 01 degree 47 minutes 23 seconds a distance of 273.58 feet;



Thence easterly along the arc of said curve through a central angle of 17 degrees 43 minutes 29 seconds a distance of 84.63 feet;

Thence North 70 degrees 29 minutes 08 seconds East a distance of 46.74 feet to the beginning of a non-tangent curve concave to the south whose center bears South 21 degrees 26 minutes 46 seconds East a distance of 1415.50 feet;

Thence northeasterly along the arc of said curve through a central angle of 04 degrees 27 minutes 49 seconds an arc length of 110.27 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,444,926.8173 square feet (Or 33.1709 acres), more or less.

Excepting there from the following (3) Parcels:

Excluded Parcel A:

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 457.81 feet to the **POINT OF BEGINNING**;

Thence North 58 degrees 00 minutes 22 seconds East a distance of 261.40 feet;

Thence North 80 degrees 30 minutes 00 seconds East a distance 147.11 feet;

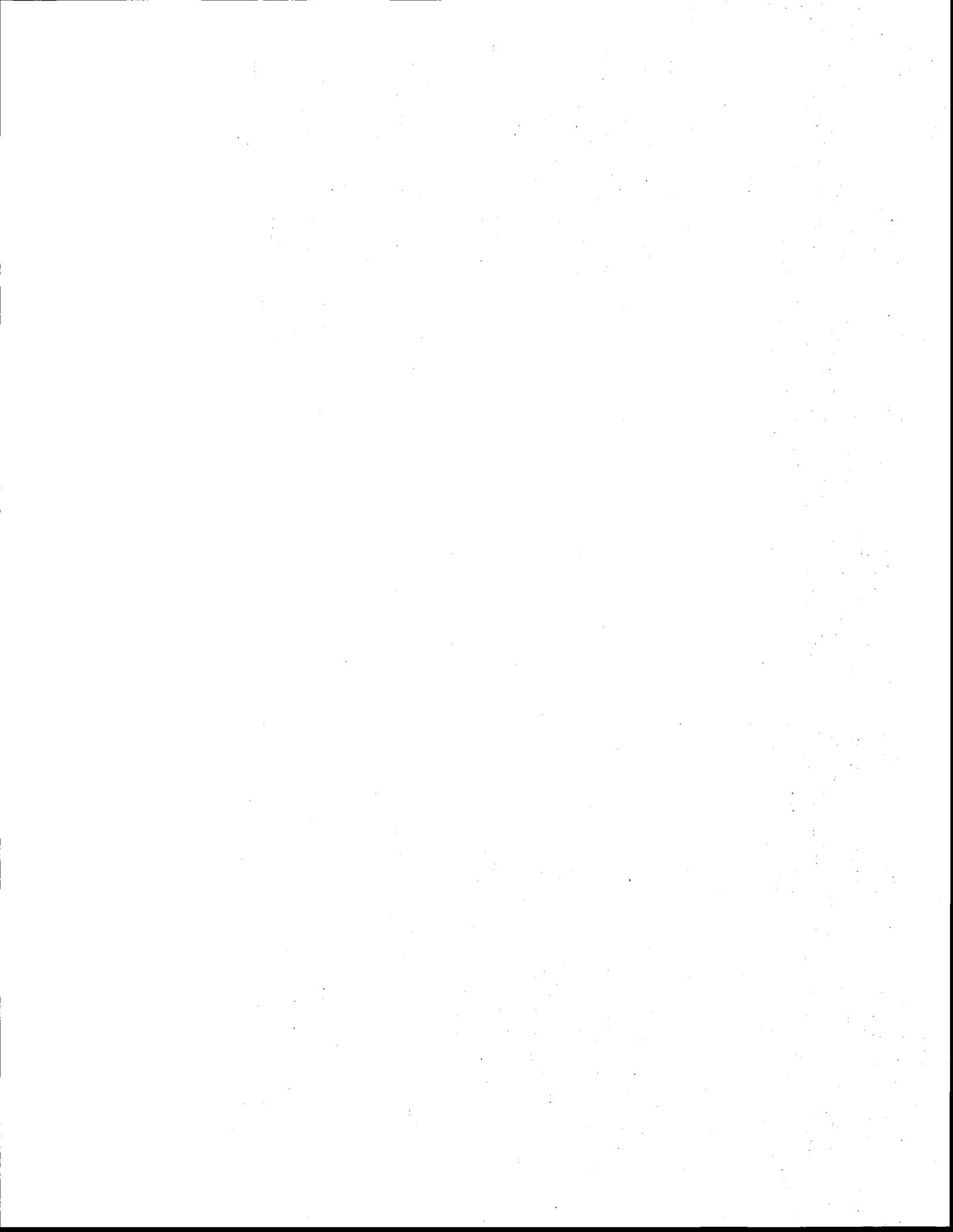
Thence South 77 degrees 00 minutes 00 seconds East a distance 134.06 feet;

Thence South 54 degrees 30 minutes 00 seconds East a distance of 182.34 feet;

Thence South 32 degrees 00 minutes 14 seconds East a distance of 432.40 feet;

Thence South 09 degrees 28 minutes 53 seconds East a distance of 126.62 feet;

Thence South 13 degrees 00 minutes 00 seconds West a distance of 218.00 feet;



Thence South 28 degrees 46 minutes 39 seconds East a distance of 121.59 feet;
Thence South 25 degrees 57 minutes 38 seconds East a distance of 246.81 feet;
Thence South 29 degrees 33 minutes 10 seconds East a distance of 131.21 feet;
Thence South 48 degrees 28 minutes 44 seconds West a distance of 41.34 feet;
Thence South 13 degrees 39 minutes 54 seconds West a distance of 65.24 feet;
Thence South 58 degrees 23 minutes 12 seconds West a distance of 327.08 feet;
Thence North 76 degrees 51 minutes 09 seconds West a distance of 58.77 feet;
Thence North 39 degrees 07 minutes 20 seconds West a distance of 325.82 feet;
Thence North 35 degrees 42 minutes 19 seconds West a distance of 201.29 feet;
Thence North 77 degrees 01 minutes 07 seconds West a distance of 155.06 feet;
Thence North 54 degrees 28 minutes 53 seconds West a distance of 142.32 feet;
Thence North 32 degrees 00 minutes 00 seconds West a distance of 424.69 feet;
Thence North 09 degrees 30 minutes 00 seconds West a distance of 179.50 feet;
Thence North 13 degrees 00 minutes 00 seconds East a distance of 196.57 feet;
Thence North 35 degrees 28 minutes 53 seconds East a distance of 90.82 feet;
Thence North 58 degrees 00 minutes 22 seconds East, a distance of 61.03 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,102,068.8275 square feet (Or 25.3000 acres), more or less.

Excluded Parcel B:

That portion of the south half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said section 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of the southeast quarter, a distance of 317.09 feet to the beginning of a non-tangent curve concave to the south whose center bears South 16 degrees 58 minutes 57 seconds East a distance of 1415.50. Said point being the **POINT OF BEGINNING**;

Thence easterly along the arc of said curve through a central angle of 14 degrees 01 minutes 06 seconds an arc length of 346.32 feet to the beginning of a tangent compound curve concave to the south whose center bears South 02 degrees 57 minutes 51 seconds East a distance of 340.00 feet;

Thence easterly along the arc of said curve through a central angle of 39 degrees 48 minutes 32 seconds an arc length of 236.23 feet to the beginning of a non-tangent curve concave to the northwest whose center bears South 57 degrees 19 minutes 54 seconds East a distance of 759.73 feet;

Thence southerly along the arc of said curve through a central angle of 01 degrees 08 minutes 07 seconds an arc length of 15.05 feet to the beginning of a non-tangent curve concave to the south whose center bears South 37 degrees 03 minutes 51 seconds West a distance of 325.00 feet;

Thence westerly along the arc of said curve through a central angle of 11 degrees 16 minutes 57 seconds an arc length of 64.00 feet to a point of non-tangency;

Thence North 25 degrees 46 minutes 54 seconds East a distance of 2.00 feet to the beginning of a non-tangent curve concave to the south whose center bears South 25 degrees 46 minutes 54 seconds West a distance of 327.00 feet;

Thence easterly along the arc of said curve through a central angle of 28 degrees 44 minutes 45 seconds an arc length of 164.06 feet to the beginning of a tangent compound curve concave to the south whose center bears South 02 degrees 57 minutes 51 seconds East a distance of 1402.50 feet;

Thence easterly along the arc of said curve through a central angle of 18 degrees 28 minutes 55 seconds an arc length 452.41 feet to a point of tangency;

Thence South 68 degrees 33 minutes 14 seconds West a distance of 10.35 feet;

Thence North 32 degrees 02 minutes 48 seconds West a distance of 13.67 feet;

Thence North 70 degrees 29 minutes 08 seconds East a distance of 12.87 feet to the beginning of a non-tangent curve concave to the south whose center bears South 21 degrees 26 minutes 46 seconds East a distance of 1415.50 feet;

Thence easterly along the arc of said curve through a central angle of 04 degrees 27 minutes 49 seconds an arc length of 110.27 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 9,208.7796 square feet (0.2114 acres) more or less.

Excluded Parcel C:

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said section 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of the southeast quarter. a distance of 375.58 feet;

Thence North 89 degrees 48 minutes 36 seconds East a distance of 586.97 feet to the beginning of a non-tangent curve concave to the southeast whose center bears South 49 degrees 45 minutes 46 seconds East a distance of 664.19 feet. Said point being the **POINT OF BEGINNING;**

Thence northerly along the arc of said curve through a central angle of 01 degrees 43 minutes 51 seconds an arc length 20.06 feet to the beginning of a non-tangent curve concave to the southwest whose bears South 45 degrees 30 minutes 19 seconds West a distance of 340.00 feet;

Thence easterly along the arc of said curve through a central angle of 11 degrees 30 minutes 07 seconds an arc length of 68.25 feet to a point of tangency;

Thence South 32 degrees 59 minutes 34 seconds East a distance of 367.96 feet to the beginning of a tangent curve concave to the west whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 623.00 feet;

Thence southerly along the arc of said curve through a central angle of 23 degrees 41 minutes 59 seconds an arc length of 257.70 feet to the beginning of a non-tangent curve concave to the south whose center bears South 03 degrees 29 minutes 59 seconds East a distance of 855.83 feet;

Thence westerly along the arc of said curve through a central angle of 01 degrees 20 minutes 40 seconds an arc length of 20.08 feet to the beginning of a non-tangent curve concave to the west whose center bears South 80 degrees 32 minutes 12 seconds West a distance of 603.00 feet;

Thence northerly along the arc of said curve through a central angle of 23 degrees 31 minutes 46 seconds an arc length 247.63 to a point of tangency;

Thence North 32 degrees 59 minutes 34 seconds West a distance of 367.96 feet to the beginning of a tangent curve concave to the southwest whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 320.00 feet;

Thence northerly along the arc of said curve through a central angle of 11 degrees 13 minutes 34 seconds an arc length of 62.70 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 13,722.1537 square feet (0.3150 acres) more or less.

The above referenced Excluded Parcel A, Excluded Parcel B and Excluded Parcel C has a computed area of 319,927.0565 square feet (Or 7.3445 acres), more or less.

TURF AREA 1

That portion of the southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 88 degrees 01 minutes 38 seconds West, along the north line of the southwest quarter, a distance of 306.75 feet to the centerline intersection of Maryland Avenue and 95th Avenue.

Thence South 01 degrees 47 minutes 23 seconds East, along the centerline of 95th Avenue, a distance of 811.49 feet to the beginning of a tangent curve concave to the east whose center bears North 88 degrees 12 minutes 37 seconds East a distance of 600.00 feet;

Thence southerly along the arc of said curve through a central angle of 26 degrees 28 minutes 51 seconds, an arc length of 277.31 feet to a point of non-tangency;

Thence South 61 degrees 43 minutes 46 seconds West a distance of 60.00 feet to a point on the westerly right-of-way line of 95th Avenue and to the beginning of a non-tangent curve concave to the east whose center bears North 61 degrees 43 minutes 46 seconds East a distance of 660.00 feet; said point being the
POINT OF BEGINNING;

Thence southerly along said westerly right-of-way line and the arc of said curve through a central angle of 01 degrees 16 minutes 35 seconds, an arc length of 14.70 feet to a point of tangency;

Thence South 29 degrees 32 minutes 49 seconds East, along said westerly right-of-way line, a distance of 265.34 feet to the beginning of a tangent curve concave to the southwest whose center bears South 60 degrees 27 minutes 11 seconds West a distance of 540.00 feet;

Thence southerly along said westerly right-of-way line and the arc of said curve through a central angle of 03 degrees 57 minutes 57 seconds, an arc length of 37.38 feet to a point of non-tangency;

Thence leaving said westerly right-of-way line South 64 degrees 28 minutes 19 seconds West a distance of 118.77 feet to the beginning of a tangent curve concave to the north whose center bears North 25 degrees 31 minutes 41 seconds West a distance of 724.50 feet;

Thence westerly along the arc of said curve through a central angle of 25 degrees 20 minutes 17 seconds, an arc length of 320.40 feet to a point of tangency;

Thence South 89 degrees 48 minutes 36 seconds West a distance of 785.94 feet;

Thence North 00 degrees 06 minutes 43 seconds East a distance of 311.80 feet;

Thence North 89 degrees 48 minutes 36 seconds East a distance of 784.30 feet to the beginning of a tangent curve concave to the north whose center bears North 00 degrees 11 minutes 24 seconds West a distance of 412.70 feet;

Thence easterly along the arc of said curve through a central angle of 24 degrees 33 minutes 09 seconds, an arc length of 176.85 feet to a point of non-tangency;

Thence North 61 degrees 46 minutes 48 seconds East a distance of 103.75 feet to a point on the westerly right-of-way line of 95th Avenue and the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 357,465.9583 square feet (8.2062 acres) more or less.

TURF AREA 2

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 790.37 feet to a point on the west line of east 790.00 feet;

Thence South 00 degrees 13 minutes 14 seconds East, along said west line of the east 790 feet, a distance of 2275.69 feet to a point on a line 230.00 feet north of the grand canal right-of-way according to the "Salt River Valley User's Association Grand Canal Right-of-Way" plat recorded in Book 181 page 47, records of Maricopa County;

Thence South 89 degrees 26 minutes 17 seconds West a distance of 730.37, along said line 230.00 feet north of the grand canal right-of-way to the POINT OF BEGINNING;

Thence continuing South 89 degrees 26 minutes 17 seconds West, along said line 230.00 feet north of the grand canal right-of-way, a distance of 1064.60 feet to a point on the easterly right-of-way line of 95th Avenue;

Thence North 00 degrees 11 minutes 24 seconds West, along said easterly right-of-way line, a distance of 249.43 feet;

Thence South 90 degrees 00 minutes East a distance of 756.56 feet to the beginning of a tangent curve concave to the northwest whose center bears North 00 degrees 00 minutes 00 seconds East a distance of 322.00 feet;

Thence northeasterly along the arc of said curve through a central angle of 57 degrees 58 minutes 37 seconds an arc length of 325.83 feet;

Thence North 32 degrees 01 minutes 23 seconds East a distance of 51.67 feet to the beginning of a non-tangent curve concave to the southwest whose center bears South 08 degrees 12 minutes 22 seconds West a distance of 5.58 feet;

Thence southeasterly along the arc of said curve through a central angle of 55 degrees 50 minutes 25 seconds an arc length of 5.44 feet to a point of tangency;

Thence South 25 degrees 57 minutes 13 seconds East a distance of 6.32 feet;

Thence South 00 degrees 11 minutes 32 seconds East a distance of 425.29 feet to the POINT OF BEGINNING.

The above described parcel contains a computed area of 278,261.0661 square feet (6.3879 acres) more or less.

TURF AREA 3

That portion of the Southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence along the north line of said Southeast quarter, South 88 degrees 02 minutes 02 seconds West a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence along the west line of the Southwest quarter, South 00 degrees 11 minutes 24 seconds East a distance of 1519.82 feet;

Thence leaving said west line of the southwest quarter, North 89 degrees 48 minutes 36 seconds East a distance of 51.80 feet to a point on the easterly right-of-way line of 95th Avenue and the **POINT OF BEGINNING;**

Thence leaving said right-of-way line continuing North 89 degrees 48 minutes 36 seconds East a distance of 355.93 feet;

Thence South 35 degrees 42 minutes 19 seconds East a distance of 135.93 feet;

Thence South 39 degrees 07 minutes 20 seconds East a distance of 396.23 feet;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 675.69 feet to a point on the easterly right-of-way line of said 95th Avenue;

Thence North 00 degrees 11 minutes 24 seconds West, along said easterly right-of-way line, a distance of 312.91 feet to the beginning of a tangent curve concave to the west whose center bears South 89 degrees 48 minutes 36 seconds West a distance of 660.00 feet;

Thence northwesterly along the arc of said curve through a central angle of 09 degrees 02 minutes 28 seconds an arc length of 104.15 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 212,257.7322 sq. ft (4.8727 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

SCHEDULE CWP
Legal Description of Permanent Westgate Parking Spaces

Lot B:

Lot 15 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

Lot J:

Lot 13 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

Lot G:

Lot 8 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

Hotel Parking Garage:

Lot 16 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

SCHEDULE GYSC

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 9 FROM WHICH A BRASS CAP IN A HANDHOLE ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS NORTH 00 DEGREES 13 MINUTES 14 SECONDS WEST, A DISTANCE OF 2595.26 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 14 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 299.83 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 91ST AVENUE, SAID POINT BEING ON A LINE PARALLEL WITH AND 230.00 FEET NORTH OF THE NORTHERLY LINE OF THE GRAND CANAL RIGHT-OF-WAY AS SHOWN ON SURVEY RECORDED IN BOOK 181 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 32 MINUTES 19 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 72.91 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 677.10 FEET TO THE WEST LINE OF THE EAST 790.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 00 DEGREES 13 MINUTES 14 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 794.52 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 46 SECONDS EAST, A DISTANCE OF 750.00 FEET TO THE WEST LINE OF THE EAST 40.00 FEET OF SAID SOUTHEAST QUARTER, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LINE 91ST AVENUE;

THENCE SOUTH 00 DEGREES 13 MINUTES 14 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 790.18 FEET TO THE POINT OF BEGINNING.

SCHEDULE PI

Stadium Parking Settlement Agreement Schedule PI – Pedestrian Infrastructure Plans

General

- This establishes the design basis for the needed infrastructure to allow pedestrians to travel efficiently and safely from the new PS parking lot south of Bethany Home Road (BHR) to the existing Stadium site. The basic components include a pedestrian underpass, pedestrian bridges over the SRP Canal and Outfall Channel and needed ramps and sidewalks.
- The documents in this Schedule provide sufficient detail to document the intended scope. Where specific details are not possible, the documents provide a design standard or level of quality.
- The exact design and specifications of the infrastructure described in this Schedule may be modified at the discretion of the Cardinals provided that no such modifications may materially detract from the functionality of the infrastructure.

Drawings

- Drawings PI-1 and PI-2 labeled Schedule PI – Pedestrian Infrastructure prepared by Bowman Consulting and dated 8-19-16.

Additional Information - Underpass

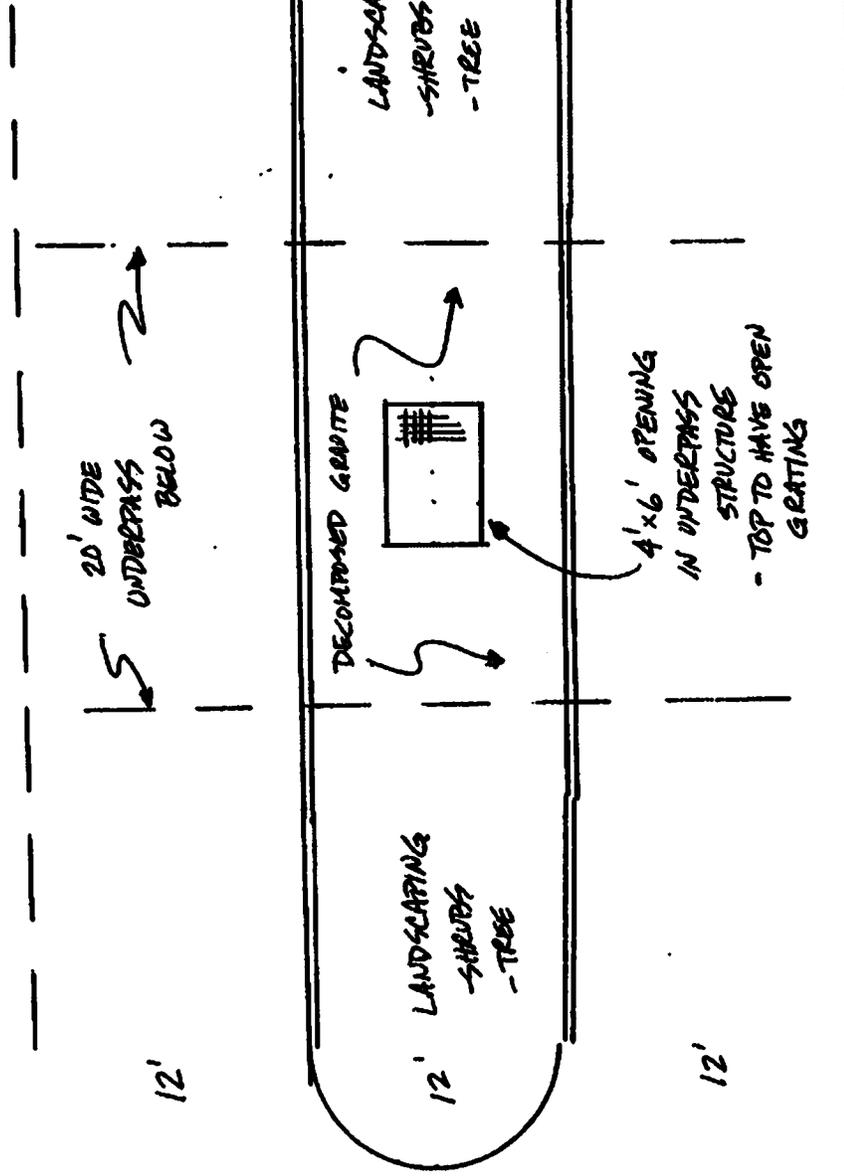
- Underpass Cross Section – The selected cross section is shown on the Geometric Properties Mid-Span Series Form System B from Conspan Bridge Systems.
- The underpass floor slab shall be sloped away from the center. Area drains at the base of the ramps shall be connected to the existing storm drainage system.
- The exposed concrete surfaces of the underpass and ramps, except for the floors, shall be finished to a sufficient level so that they can be painted. Painting of these surfaces shall be included to a light color and with a product that is easily cleanable. All of this is being done to facilitate maintenance and the removal of any future graffiti.
- A median in the center of BHR above the underpass shall be constructed as shown on the Roadway Median Detail.
- The Underpass and ramps shall have stainless steel handrails against vertical walls as shown on the provided photo. Painted steel safety railings or wall extensions shall be provided as needed along the top of the ramp walls or roadway edges.
- The northern lane of the existing BHR roadway will be eliminated and the north curb revised to allow for the underpass and ramps. The roadway will be re-stripped as shown. The exact length of the width reduction will be determined in conjunction with the City of Glendale, but will be returned to the current width at both 95th and 91st Avenues.
- Recessed junction boxes with connecting conduit shall be cast into the top of the underpass to be used for lighting or similar devices. Locate junction boxes every ten (10') feet. Linear strip LED lighting shall be provided with a vandal proof lens as shown on the provided photo. A lighting level of 3 – 5 foot candles shall be provided.
- The ramps shall be lit to a 3 – 5 foot candle level. A combination of recessed wall lights or pole mounted lights may be used.

Additional Information - Bridges

- The design objective is to have “on grade” crossings similar to the existing 95th Avenue bridges. However, these bridges are designed for pedestrian use only. Bollards shall be installed at 5’-0” on center (3 at each end) so that vehicles cannot cross the bridges.
- For the bridge over the SRP Canal the design must be approved by SRP.
- The bridges shall have cast in place concrete decks.
- The expectation is that the bridge over the Outfall Channel will have three (3) spans with the bridge supports coordinated with the improvements in the Outfall Channel. However, the designer may design alternate spans if there is clear evidence that it will be less costly. The clearance under the bridge structure shall match or exceed the current 95th Avenue bridge.
- The actual bridge may be prefabricated offsite or constructed in place. The designer should present their proposal to the Cardinals for approval. Reference examples of prefabricated bridges are provided with this document.
- Both bridges shall include 42” high safety railings and ADA compliant hand rails. They may be part of the prefabricated solution.
- The bridges shall be lighted to a 3 – 5 foot candle level. Pedestrian scale (16’ high) pole fixtures are recommended with a 40’ – 50’ spacing on each side.

NORTH CURB (NEW)

14'



20' WIDE UNDERPASS BELOW

12'

DECOMPOSED GRANITE

12' LANDSCAPING - SHRUBS - TREE

LANDSCAPING - SHRUBS - TREE

4'x6' OPENING IN UNDERPASS STRUCTURE - TOP TO HAVE OPEN GRATING

12'

RAISED MEDIAN w/ CURB

- LENGTH DETERMINED w/ TRAFFIC ENGINEER



ROADWAY MEDIAN DETAIL

14'

SOUTH CURB (EXISTING)

HANDRAIL CONDITIONS

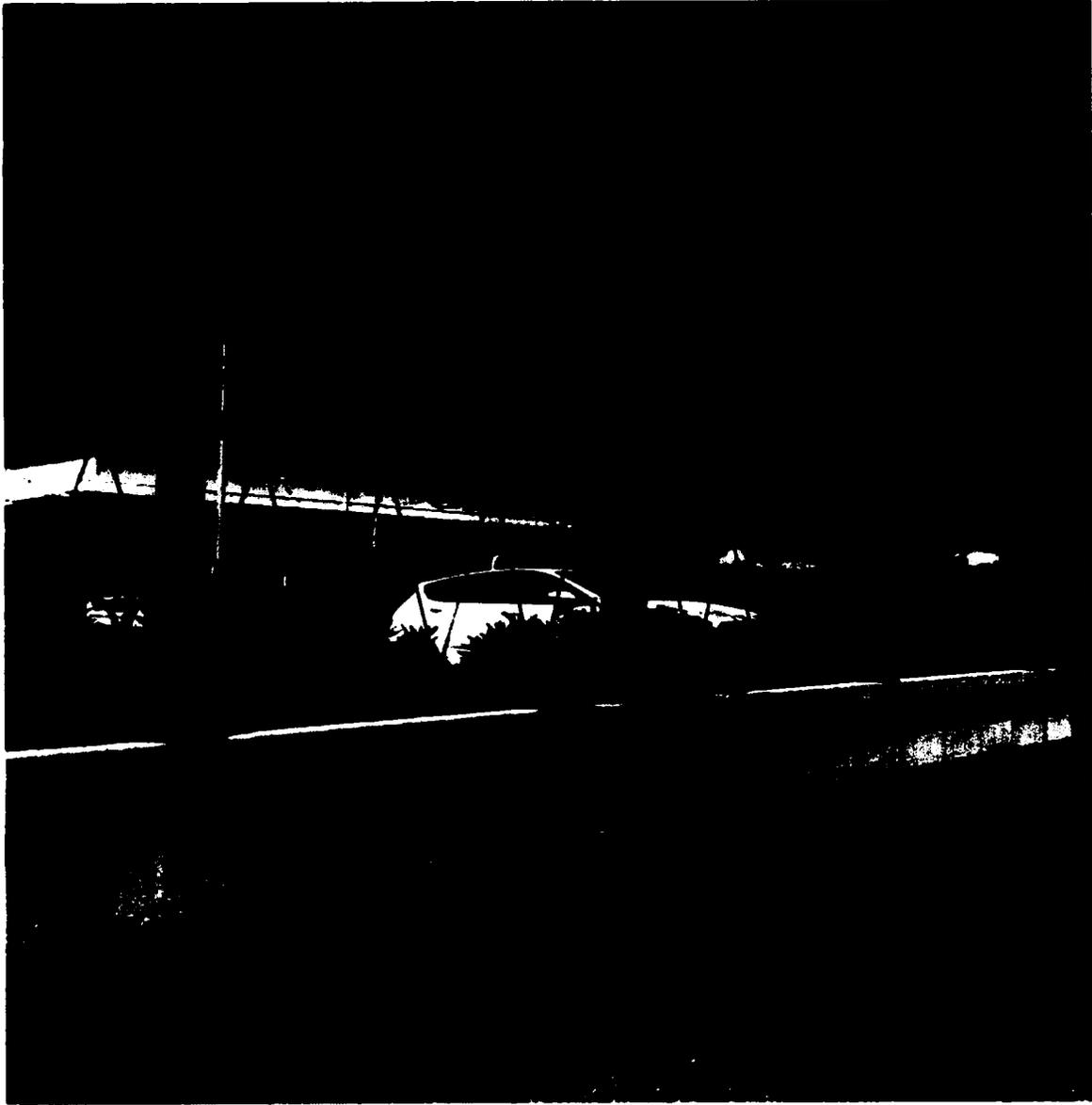


METAL HANDRAIL- STAINLESS STEEL SHOWN
Freestanding: wall mounted

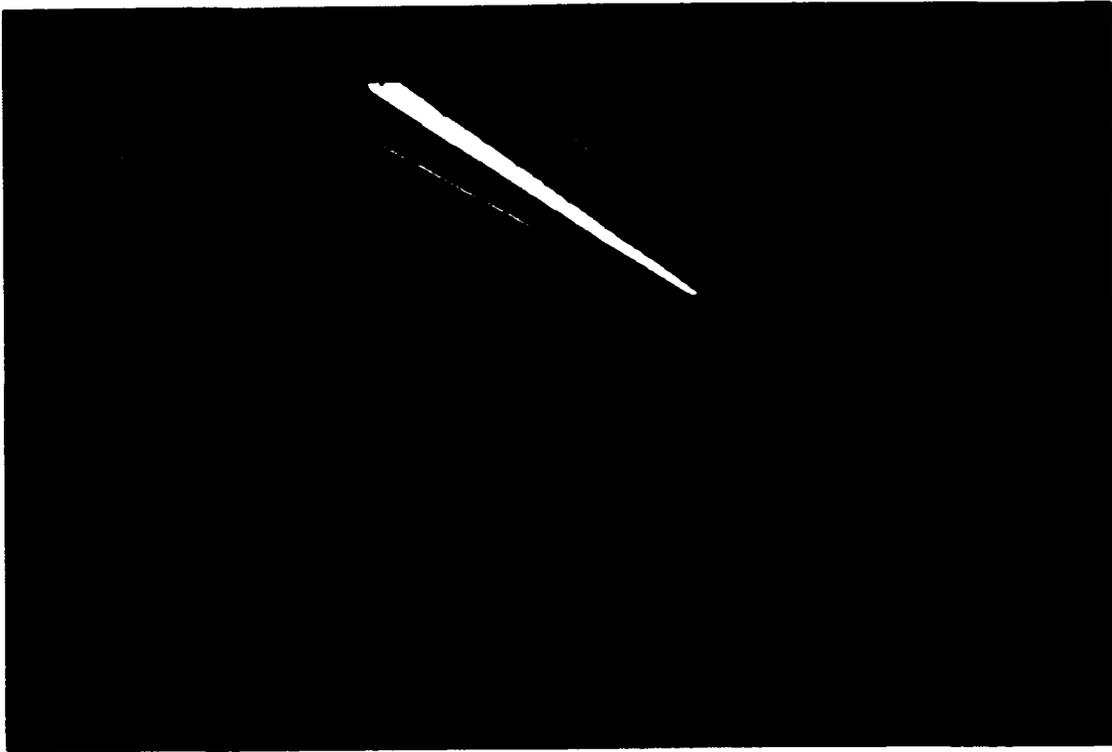
Diameter: Mounting height:

Pedestrian Guard Rail

Provide guard railing at upper levels of pedestrian ramps where drop off exceeds 18"



UNDERPASS LIGHTING EXAMPLE

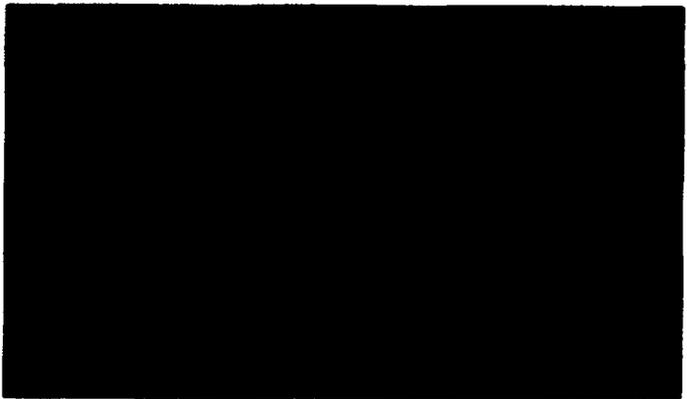
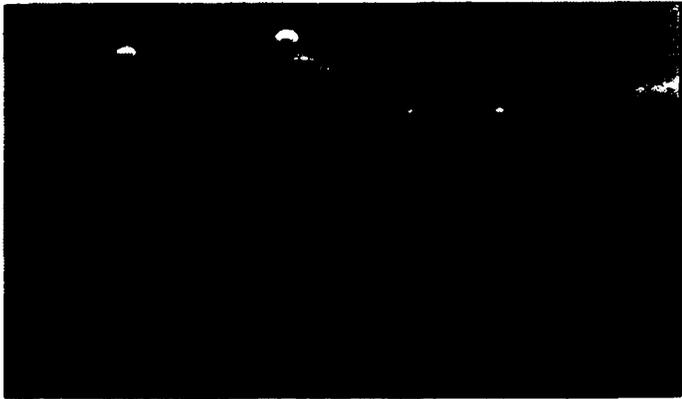


**Prefabricated
Bridge
Examples**



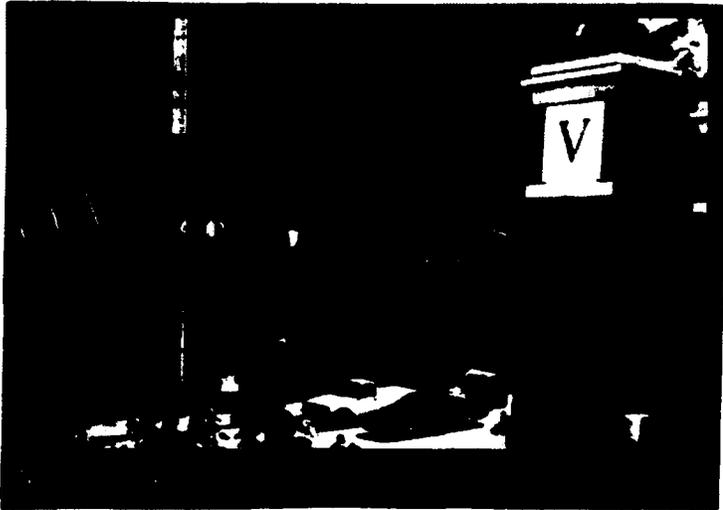
Capstone®

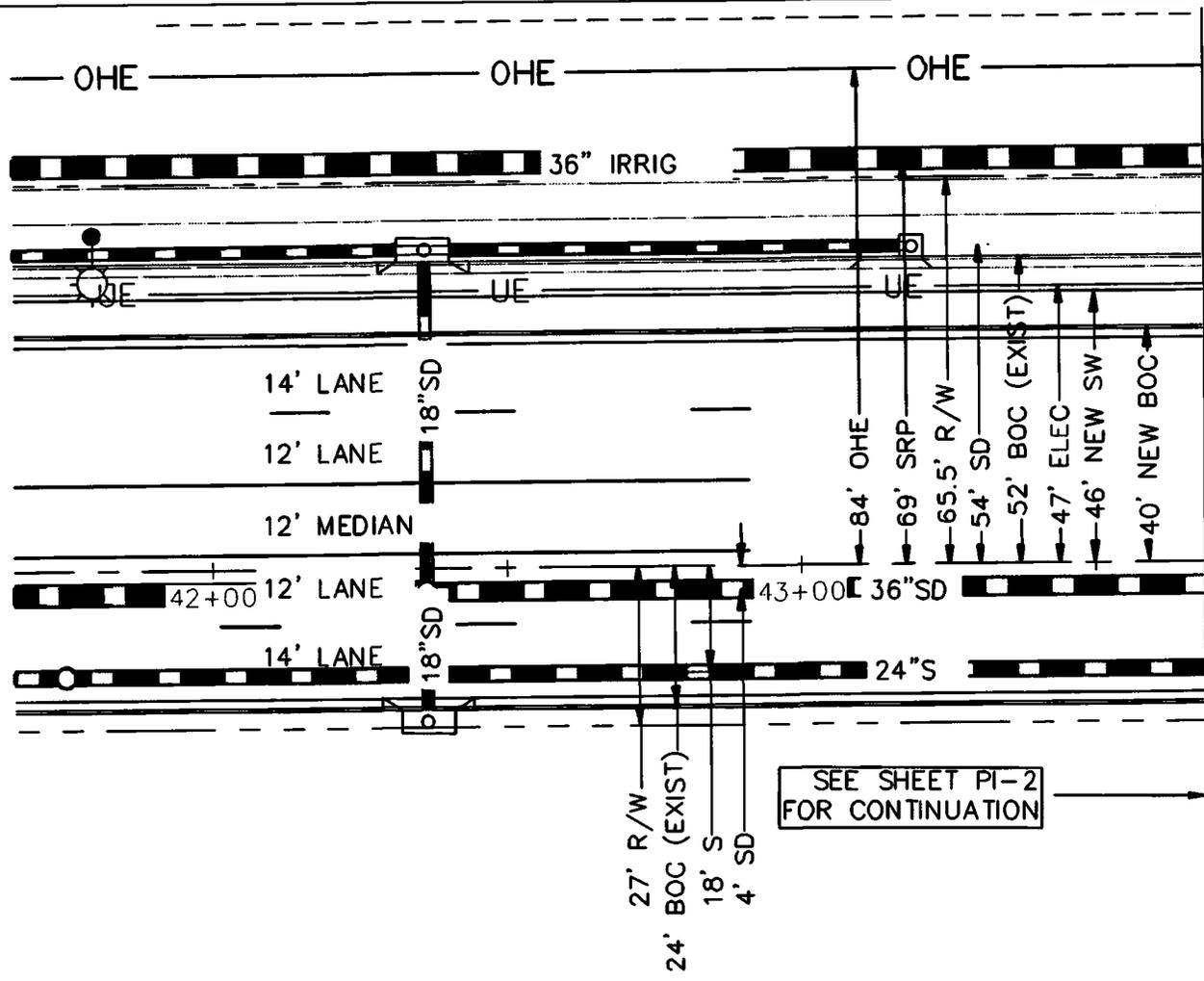
Dayton, OH



Capstone®

Frisco Falls, TX





SEE SHEET PI-2
FOR CONTINUATION



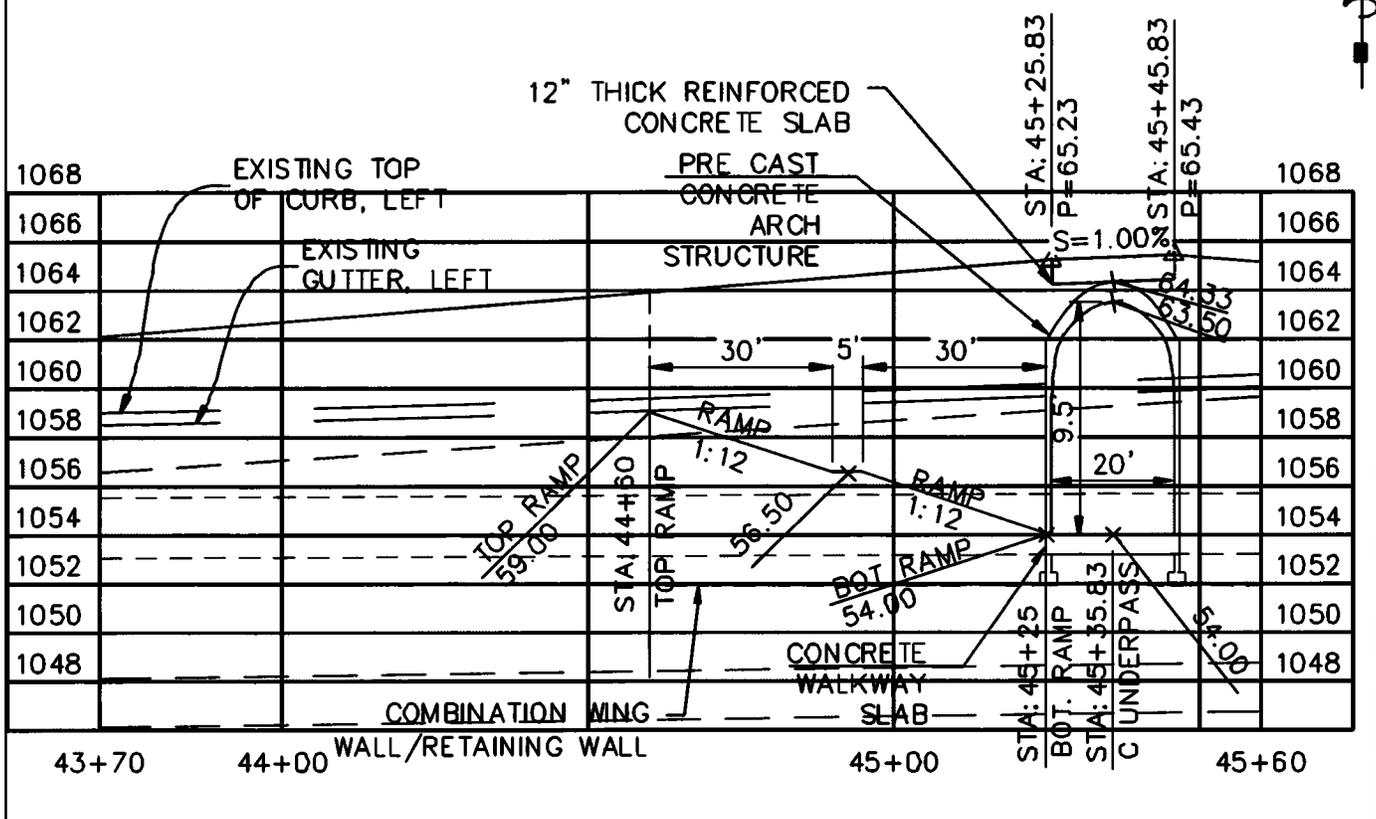
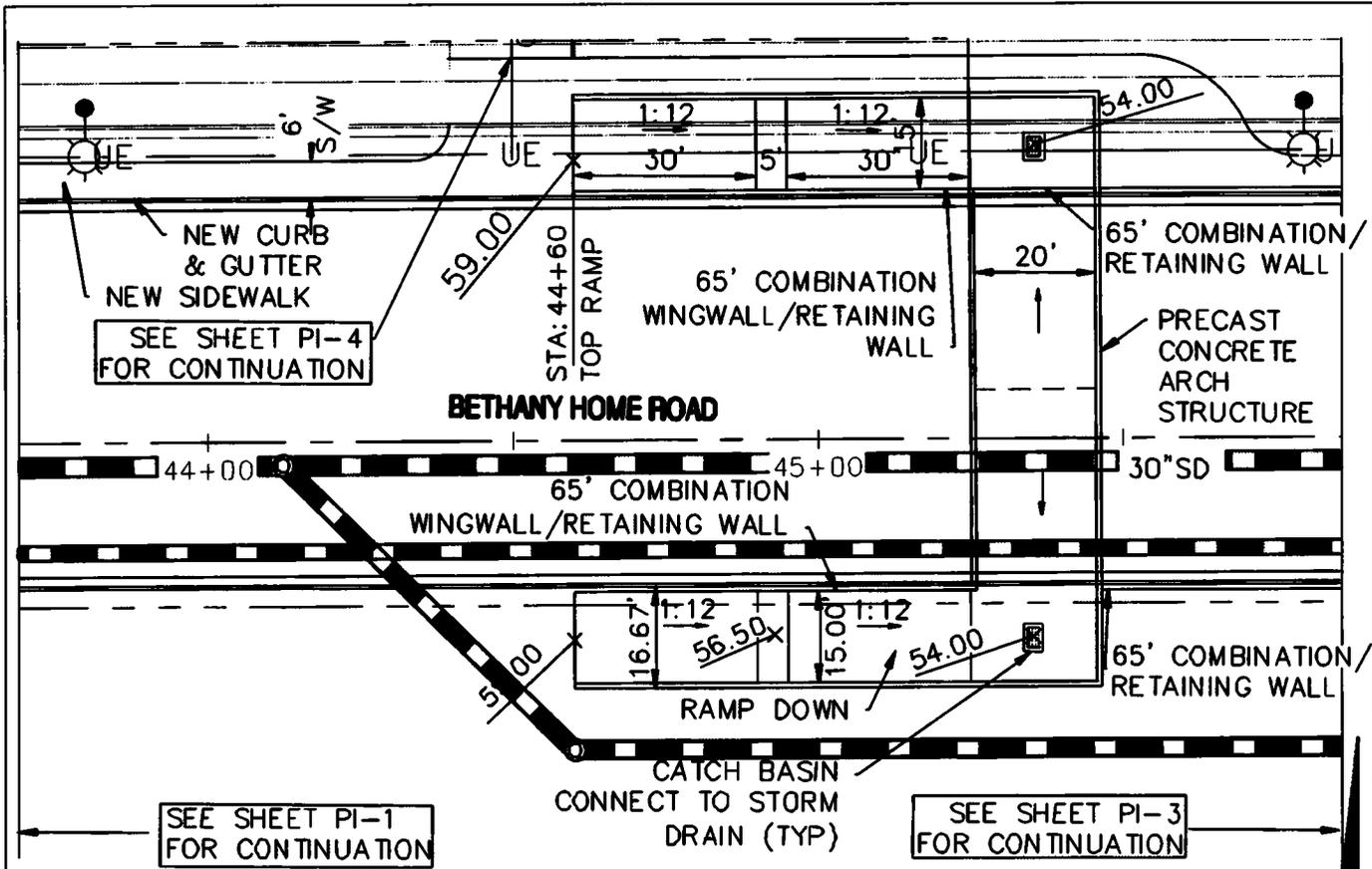
1064	STA: 41+80.00			1064
1062	P=1058.31	EXISTING TOP OF CURB, LEFT	EXISTING GUTTER, LEFT	1062
1060			S=2.00%	1060
1058				1058
1056				1056
1054				1054
1052		ADJUST MANHOLE TO FG	EX. 30" STORM DRAIN	1052
1050			EX. 24" SANITARY SEWER	1050
1048				1048
1046				1046
1044				1044

42+00

43+00

SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 9958-01-007 DATE: 08/28/16 SHEET 1 OF 4 **PI1**



SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 0658-01-007	DATE: 08/29/16	SHEET 2 OF 4	PI2
----------------------------	----------------	--------------	------------



230'
CITY OF GLENDALE

220' PEDESTRIAN BRIDGE

BETHANY HOME
OUTFALL CHANNEL
(GRAND CANAL LINEAR PARK)

SRP ROW

GRAND CANAL
(SRP)

30'
PEDESTRIAN BRIDGE SIDEWALK

RAMP UP

EXISTING ASPHALT
SERVICE ROAD

67.60

1:12
STA: 44+50
20' BRIDGE

OHE

STA: #5+25
BOT. RAMP

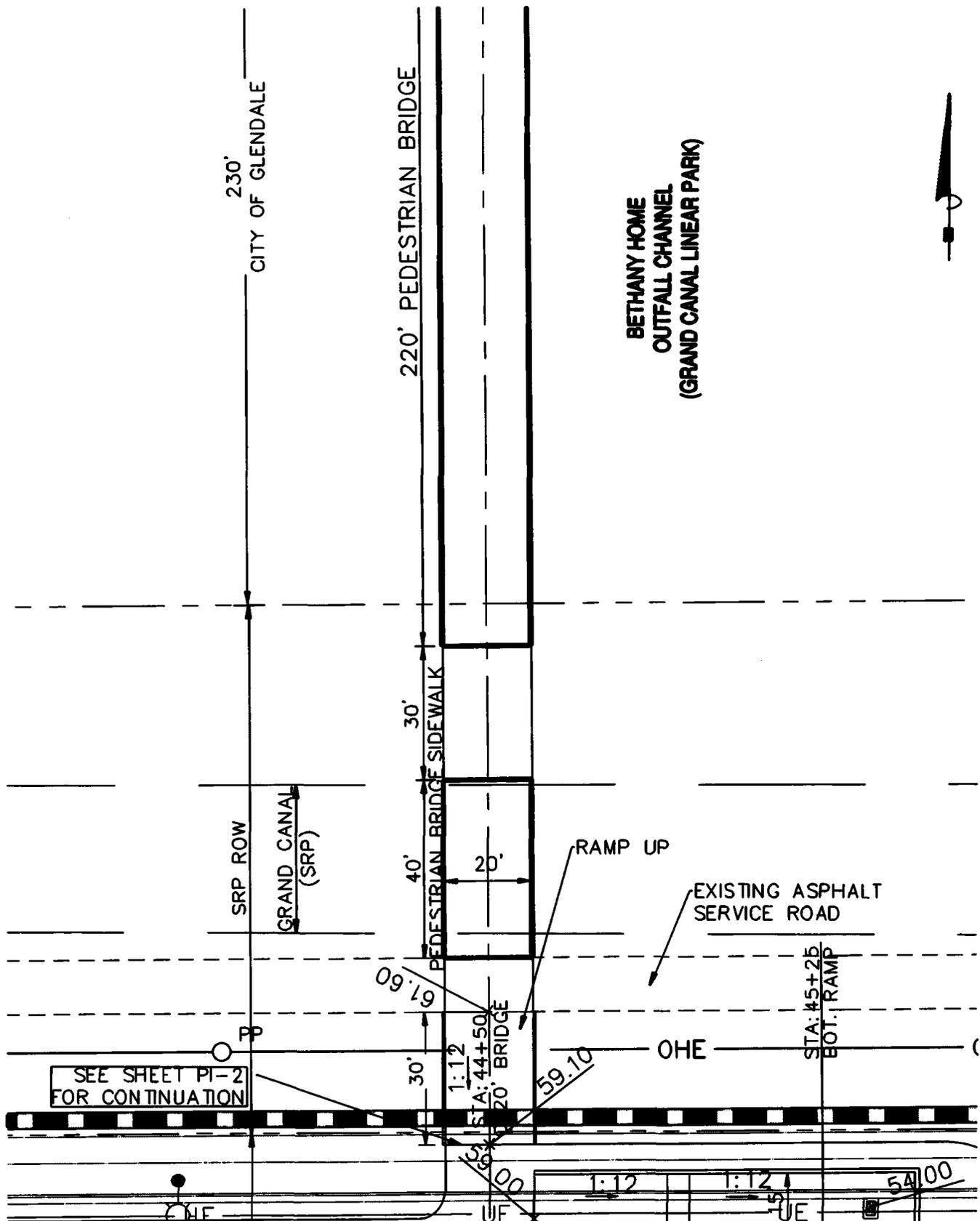
SEE SHEET PI-2
FOR CONTINUATION

30'

59.10

SCHEDULE PI - PEDESTRIAN INFRASTRUCTURE

PROJECT NO: 0658-01-007 DATE: 08/29/16 SHEET 4 OF 4 P14



SCHEDULE PN
Legal Description of PN Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of the Southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap in hand hole accepted as the East quarter corner of said Section 9 from which a brass cap flush accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence along the north line of said Southeast quarter, South 88 degrees 02 minutes 02 seconds West a distance of 40.02 feet to the west line of the east 40.00 feet of said Southeast quarter;

Thence along said west line, South 00 degrees 13 minutes 14 seconds East a distance of 55.03 feet to the POINT OF BEGINNING;

Thence continuing along said west line, South 00 degrees 13 minutes 14 seconds East a distance of 1309.01 feet;

Thence leaving said west line, South 89 degrees 46 minutes 46 seconds West a distance of 750.00 feet to the west line of the east 790.00 feet of said Southeast quarter;

Thence along said west line, North 00 degrees 13 minutes 14 seconds West a distance of 1286.15 feet to the south line of the north 55.00 feet of said Southeast quarter;

Thence along said south line, North 88 degrees 02 minutes 02 seconds East a distance of 750.34 feet to the POINT OF BEGINNING.

SCHEDULE PS
Legal Description of the PS Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of the Northeast quarter of Section 16, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Northerly of a line described as follows:

Beginning at a point on the West line of the Northeast quarter of said Section 16 which is 5.00 feet Northerly of and at right angles to the center line of an existing concrete-lined ditch as hereinafter described:

Thence Southeasterly along a line measured 5.00 feet Northerly of and at right angles to the center line of an existing concrete-lined ditch, the center line of which said concrete-lined ditch is located 21 feet North of the Southwest corner of the North half of the Northeast quarter of Section 16 and extends Southeasterly in a generally straight line to a point 6 feet South and 69 feet West of the Southeast corner of the North half of the Northeast quarter of Section 16;

Thence Easterly to a point on the East line of said Section 16, which is 1 foot South of the Southeast corner of said North half of the Northeast quarter of Section 16;

Except any portion of the Grand Canal as shown on Book 181 of Maps, page 47, records of Maricopa County, Arizona; and

Except that portion as conveyed to the City of Glendale in Deed recorded October 27, 2005 in Recording No. 200501626085, records of Maricopa County, Arizona; and

Except all minerals, ores and metals of every kind and character and all coal, asphaltum, oil, gases, fertilizer, fossils and other like substances of every name and description as reserved in the Patent to said land.

SCHEDULE PS-P

Stadium Parking Settlement Agreement

Schedule PS-P – PS Parcel Improvements

Background

- This establishes the design basis for the needed PS parking spaces, required access and internal circulation to be constructed on the PS parcel.
- The documents in this Schedule provide sufficient detail to document the intended scope. Where specific details are not possible, the documents provide a design standard or level of quality.
- The exact design and specifications of the infrastructure described in this Schedule may be modified at the discretion of the Cardinals provided that no such modifications may materially detract from the functionality of the infrastructure.

PS Parking Spaces

- The PS parcel will be developed with a total of four thousand eleven (4,011) parking spaces along with needed access points and internal circulation driveways. The general layout of the parking spaces is shown on drawing PS1.
- The parking spaces may be asphalt paved or turf subject to the design standards listed below.
- The entire parking area must have perimeter access control. This requires a combination of low (32" high) masonry walls or similar height decorative fencing along the perimeter of the lot. It also requires security control swing or sliding gates at the access points.
- Regardless of turf or asphalt spaces, the access points and internal circulation driveways must be asphalt pavements with lane striping.
- The PS parcel must be designed to accommodate any storm water retention needs. However, no parking shall be planned for any retention area.
- All utility infrastructure for lighting, storm water and turf maintenance must be constructed for the PS Parcel.
- If requested by AZSTA and the Cardinals, the parking spaces, required access and internal circulation shall be designed with reasonable accommodations to accommodate efficient rideshare drop-off and pick-up.

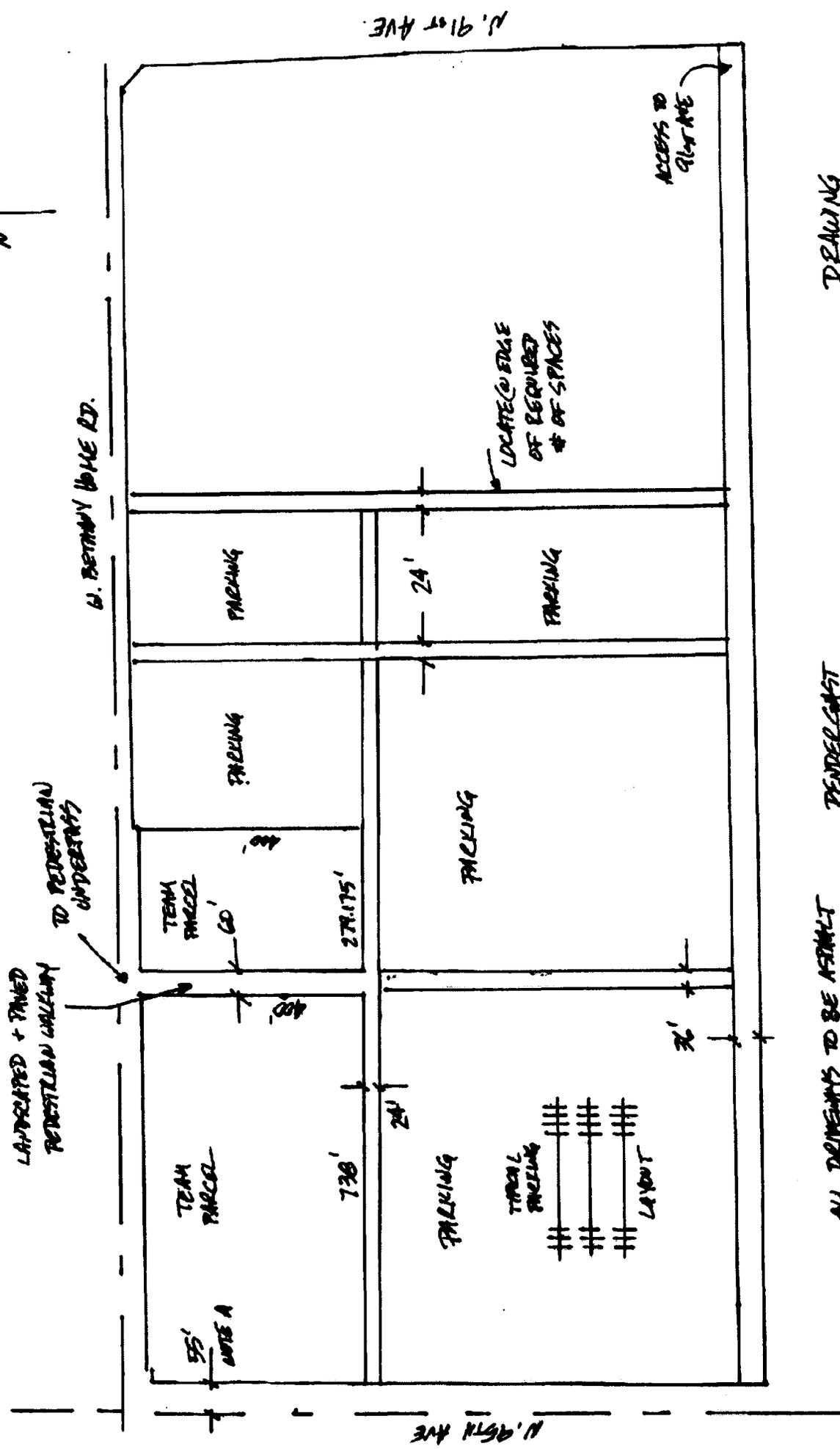
Turf Parking

- Turf parking spaces shall be constructed to the specifications labeled Airpave System Standard Details and Specifications dated January 1, 2016 and prepared by Lloyd Consulting Group.
- Turf parking shall be designed based on 10'-0" wide "spaces" as smaller spaces are not practical without striping.
- An in ground water sprinkler system must be installed to provide adequate maintenance of the turf. The main lines should be located under parking space centerlines and the valve boxes located in protected islands to reduce maintenance.
- Within large areas of turf parking, permanent lighting is not required. However, for all Stadium events that start or end after sundown, temporary lighting must be provided by the City to allow safe pedestrian and vehicular travel.

- **As permanent striping is not possible in the turf parking areas, the design must include a large number of in-ground inserts. These will be used so that posts and flags can be inserted to identify the parking bays. The inserts should be at the ends of every parking aisle and at one hundred fifty feet (150') intervals within the parking aisle.**

Asphalt Parking

- **Asphalt parking spaces shall be constructed to the specifications shown on drawing PS3. An alternate specification can be proposed by the design engineer if it is consistent with commercially improved parking spaces and supported by a Geotechnical Engineer.**
- **The layout of the parking spaces will be developed jointly by the Cardinals and the City. The parking layout will include pedestrian pathways, landscaping and lighting consistent with the Paved Parking Spaces Design Basis.**



W. BETTY HOME RD.

N. 91ST AVE

ACCESS TO 91ST AVE

LANDSCAPED + FINED PEDESTRIAN WALKWAY TO PEDESTRIAN UNDERPASS

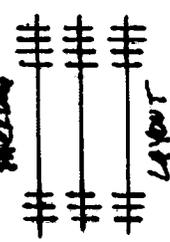
TEAM PARCEL

PARKING

PARKING

PARKING

TYPICAL PARKING LAYOUT



PARKING

PARKING

LOCATE @ EDGE OF REQUIRED # OF SPACES

60'

24.175'

24'

36'

55' NOTE A

730'

N. 95TH AVE

DRAWING
PSI

PENDERGAST
ESTATES

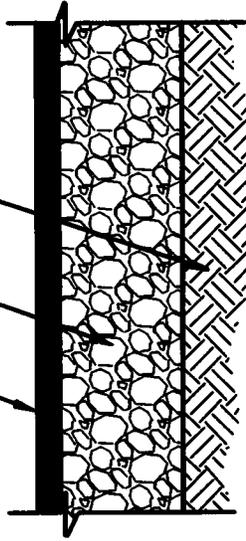
ALL DRIVEWAYS TO BE ASHMIT
ALL ENTRANCES TO HAVE
VENUELAB SECURITY GATES
PERMITS TO HAVE 32" WALL
OF DECORATIVE FENCE

NOTE A 55' RESERVED FOR 95TH ROW TEAM PARCEL DIMENSIONS TO BE ADJUSTED IF CITY PERMITS MORE ROW

2" ASPHALT CONCRETE PER MAG SPEC.
SEC. 321 AND COG SPECIFICATIONS

6" ABC PER MAG SPEC 310 & 702.2

COMPACTED SUBGRADE
PER MAG SPEC. 301



TYPICAL PAVEMENT SECTION

N.T.S.

SCHEDULE PS-P - PARKING LAYOUT

PROJECT NO: 06/28/16 SHEET 1 OF 1 PS3
9656-01-007

Airpave System

Standard Details & Specifications

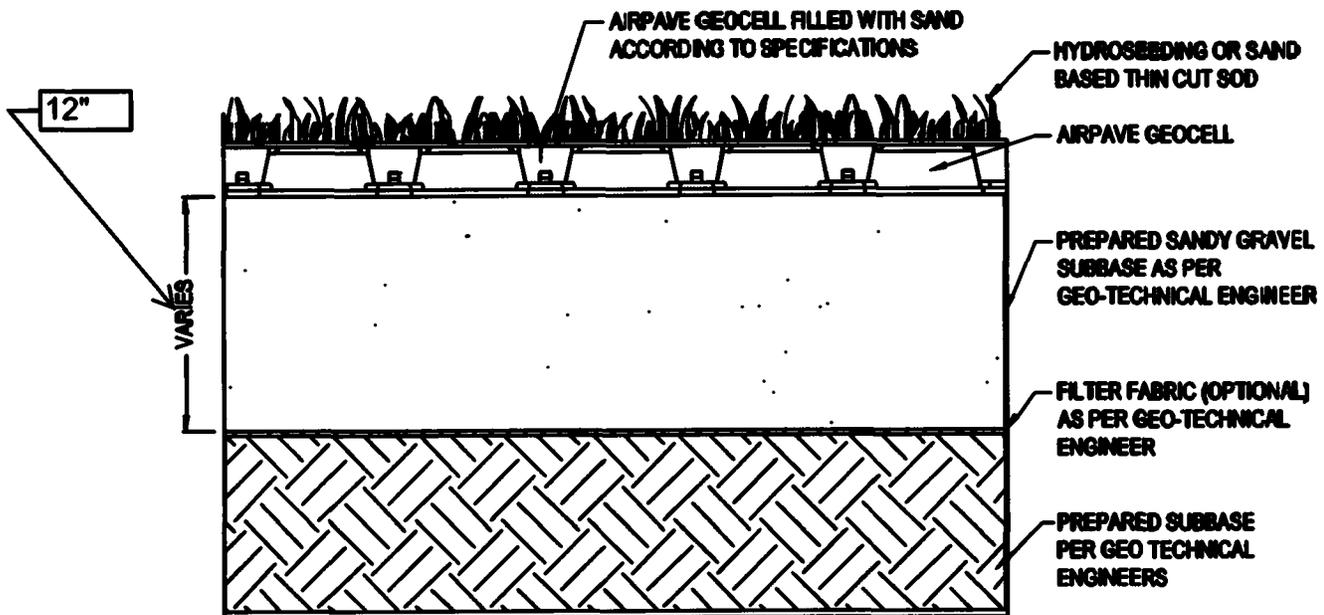
For Review Only, Not for Construction

Lloyd Consulting Group

January 1, 2016



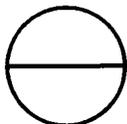
AIRFIELD SYSTEMS, LLC
8028 N. MAY AVE, STE 201
OAKLAHOMA CITY, OK 73120
PHONE: (405) 359-3775
FAX: (405) 348-9945
www.airfieldsystems.com



SECTION

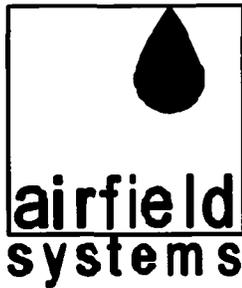
NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 975-004.



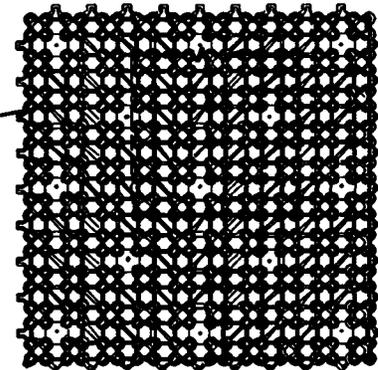
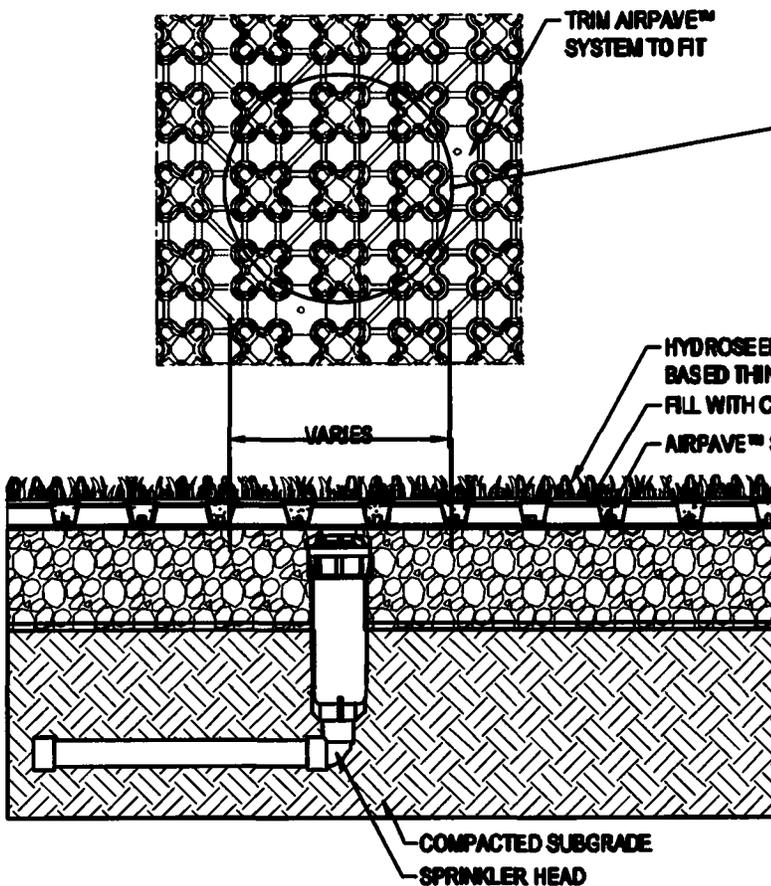
GRASS PAVING

AIRPAVE GRASS PAVING DETAIL



AIRFIELD SYSTEMS, LLC
 8028 N. MAY AVE, STE 201
 OAKLAHOMA CITY, OK 73120
 PHONE: (405) 359-3775
 FAX: (405) 348-9945
 www.airfieldsystems.com

DETAIL A



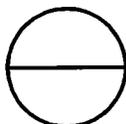
AIRPAVE™ PANEL

UNIT PANEL SPECIFICATIONS

SIZE: 32" X 32" X 1"
 WEIGHT: 3.1 LB
 STRENGTH: 233 PSI (UNFILLED)
 6747 PSI (FILLED)
 RESIN: 100% RECYCLED (PIR)
 COPOLYMER WITH IMPACT
 MODIFIER "NO BREAK"
 POLYMER MATERIAL
 COLOR: BLACK
 (3% CARBON BLACK ADDED
 FOR UV PROTECTION)

NOTES:

1. THIS DRAWING, SPECIFICATIONS AND THE INFORMATION CONTAINED HEREIN IS FOR GENERAL PRESENTATION PURPOSES ONLY. ALL FINAL DRAWINGS AND LAYOUTS SHOULD BE DETERMINED BY A LICENSED ENGINEER (\$)
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. THESE DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES AND ARE FOR INFORMATION PURPOSES ONLY. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 975-068.



GRASS PAVING

AIRPAVE WITH IRRIGATION HEAD DETAIL



SECTION 32 12 43

FLEXIBLE POROUS PAVING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Base course of sandy gravel, over sub-base prepared by others.**
- B. Porous flexible paving and anchors.**
- C. Sand cover.**
- D. Turf cover for paver units.**
- E. Fertilizer**

1.2 RELATED SECTIONS

- A. Section 31 20 00 - Earth Moving.**
- B. Section 33 46 19.13 - Underslab Drainage Piping.**
- C. Section 32 10 00 - Bases, Ballasts, and Paving.**
- D. Section 32 30 00 - Site Improvements.**
- E. Section 32 84 23 - Underground Sprinklers.**
- F. Section 32 90 00 - Planting.**

1.3 REFERENCES

- A. AASHTO M6 - Standard Specification for Fine Aggregate for Hydraulic Cement Concrete.**
- B. ASTM C 33 - Standard Specification for Concrete Aggregates.**
- C. United States Golf Association (USGA) - Greens section sand mix "The Root Zone Mixture."**

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.**
- B. Product Data: Manufacturer's data sheets on each product to be used, including:**
 - 1. Preparation instructions and recommendations.**
 - 2. Storage and handling requirements and recommendations.**
 - 3. Installation methods.**
- C. Shop Drawings: Submit manufacturer's shop drawings including laying pattern and anchoring.**
- D. LEED Submittals: Provide documentation of how the requirements of Credit will be met:**
 - 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.**
 - 2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.**
- E. Samples: Submit two 10 inch square samples of Porous Flexible Paving Units product specified.**
- F. Manufacturer's Certificates: Certify base course, sand fill materials and products meet or exceed specified requirements.**
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic fertilizing and maintenance.**

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer with a minimum for five years documented experience with the products specified.**
- B. Installer Qualifications: Installer experienced in performing work of this section that has specialized in installation of work similar to that required for this project. Installer must also be able to provide skilled workman with satisfactory record of performance on landscaping or paving projects of comparable size and quality.**
- C. Pre-Installation Meetings:**
 - 1. Convene a pre-installation meeting a minimum of two weeks prior to start of porous paving systems.**
 - 2. Verify project requirements, subbase and base conditions, manufacturer's installation instructions and coordination with other related work.**
 - 3. Require attendance of parties directly affecting work of this section, including the Contractor, Architect, engineer, and installer. Manufacturer's representative may attend by phone conference as needed.**

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.**
- B. Protect porous paver units from damage during delivery and store under tarp when time from delivery to installation exceeds 30 days.**
- C. Keep supplied fertilizer with a Guaranteed Analysis in a dark and dry location.**

- D. Protect materials during handling and installation to prevent damage.

1.7 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions recommended by manufacturer for desired results. Do not install products under conditions outside manufacturer's absolute limits.
- B. Do not begin installation of porous pavements until all hard surface paving adjacent to porous pavement areas, including concrete walks and asphalt paving, is completed.
- C. Install turf when ambient air temperature is at least 55 degrees F.
- D. In cold weather, do not use frozen materials or materials coated with ice or frost, and do not build on frozen base or wet, saturated or muddy subgrade.
- E. Protect partially completed porous paving against damage from other construction traffic when work is in progress.
- F. Protect turf paving from traffic until grass root system has matured for at least 3 to 4 weeks. Use barricades to only permit accessible by emergency and fire equipment

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Airfield Systems, which is located at: 8028 N. May Ave. Suite 201 ; Oklahoma City, OK 73120; Tel: 405-359-3775; Email: request_info@airfieldsystems.com; Web: www.airfieldsystems.com
- B. Substitutions: Not permitted.

2.2 MATERIALS

- A. Base Course: Sandy gravel material from local sources commonly used for road base construction and conforming to the following sieve analysis and requirements:
 - 1. Sieve Analysis:
 - a. 100 percent passing sieve size 1 inch (25 mm).
 - b. 90-100 percent passing sieve size 3/4 inch (19 mm).
 - c. 70-80 percent passing sieve size 3/8 inch (9 mm).
 - d. 55-70 percent passing sieve size #4.
 - e. 45-55 percent passing sieve size #10.
 - f. 25-35 percent passing sieve size #40.
 - g. 3-8 percent passing sieve size #200.
 - 2. For turf pavers, provide materials nearly neutral in pH (range from 6.5 to 7.2) to provide adequate root zone development for turf.
 - 3. Material may be either "pit run" or "crusher run." Crusher run material will generally require coarse, well draining sand conforming to AASHTO M6 or ASTM C 33 to be added to mixture (20 to 30 percent by volume) to ensure long-term porosity.

4. Alternative materials such as crushed shell, limerock, or crushed lava may be used for base course use, provided they are mixed with sharp sand (20 to 30 percent) to ensure long term porosity, and are brought to proper compaction. Without added sand, crushed shell and limerock set up like concrete and become impervious.
- B. Porous Flexible Paving Units: AirPave Geocell Grass Paving Units.**
1. **Materials:**
 - a. Lightweight injection-molded copolymer polypropylene plastic units using impact modifier.
 - b. Plastic is 100 percent post-consumer recycled copolymer polypropylene resin using a polymer impact modifier, with minimum 3 percent carbon black added for UV protection.
 - c. Chemical resistance: Excellent.
 - d. UV resistance: High.
 - e. Toxicity: Non-Toxic.
 2. **Performance Properties:**
 - a. Loading capability is equal to 233 psi empty capacity and 6,747 psi when filled with sand, over an appropriate base depth that provides adequate support for project design loads.
 3. **Dimensions:**
 - a. AirPave Grid: 31.784 inches by 31.880 inches by 1.000 inches or 7.03 SF.
 - b. Weight (Nominal): 3.10 lbs per paver grid, 8 percent solid.
- C. Paver Unit Anchors: 8 inch Chisel Point Pins 6 gauge BB Wire with 1.5 inch round attached washer, as required by the Architect or licensed geotechnical engineer to secure units in place**
- D. Sand Cover:**
1. Coarse, well-draining sand (washed concrete sand conforming to AASHTO M6 or ASTM C-33.
 2. United States Golf Association (USGA) greens section sand mix "The Root Zone Mixture."
 3. Other Soil Mix as recommended by the manufacturer.
- E. Grass: Coordinate with Section 32 92 26.13 - Stolonizing**
1. **Sodding: Sod:** Use a 1/4 inch shallow cut rolled sod from a reputable local grower. Species should be wear resistant, free from disease, and in excellent condition. Sod shall be grown in sand or sandy loam soils only with less than 15 percent clay content. Sod grown in soils of clay, silt, or high organic materials such as peat, will not be accepted.
 2. **Seeding:** Use seed materials, of the preferred species for local environmental and projected traffic conditions, from certified sources. Seed shall be provided in containers clearly labeled to show seed name, lot number, net weight, percentage weed seed content, and guaranteed percentage of purity and germination. Pure Live Seed types and amount shall be as shown on plans. Mulch using wood or paper cellulose types of commercial mulch materials used in hydroseeding operations. Mulches of straw, pine needles, etc. will not be acceptable because of their low moisture holding capacity.
 3. **Hydro Seeding:** Approved seed mix and mulch using wood or paper cellulose types of commercial mulch materials for hydroseeding operations.
- F. Fertilizer: Sustane Natural Fertilizer with guaranteed analysis of 4-4-4+Fe and provided with AirPave paving system.**

- G. **Firelane Signage and Markings:** Identify entrance and physical location of firelanes using signs if gates, curbs, bollards, and other built elements do not adequately indicate firelanes; comply with requirements of local fire authorities.

PART 3 EXECUTION

3.1 EXAMINATION

- A. **Before beginning installation, verify site conditions are as indicated on the Drawings. Notify the Architect if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.**
 - 1. **Complete all hard surface paving adjacent to flexible paving areas, including concrete walks and asphalt paving prior to installation of flexible paving.**
- B. **Obtain approval of local fire authorities of sub-base prior to installation of base course for flexible porous paving.**
- C. **Ensure that sub-base Specified in Section 32 10 00 - Bases, Ballasts, and Paving is adequate to receive designed base course, wearing course, and the required design loads. Ensure that grading and soil porosity of the sub-base will provide adequate subsurface drainage.**

3.2 PREPARATION

- A. **Subgrade Preparation:**
 - 1. **Prepare subgrade as specified in Section 32 10 00 - Bases, Ballasts, and Paving. Verify subgrade in accordance with porous paving system manufacturer's instructions.**
 - 2. **Excavate area allowing for unit thickness and the engineered base depth (where required).**
 - 3. **Provide adequate drainage from excavated area if area has potential to collect water, when working with in-place soils that have poor permeability.**
 - 4. **Provide a subdrainage system as specified in Section 33 46 19.13 - Underslab Drainage Piping.**
 - 5. **Ensure in-place soil is relatively dry and free from standing water.**
 - 6. **Uniformly grade base.**
 - 7. **Level and clear base of large objects, such as rocks and pieces of wood.**
- B. **Base Course: Place base course material over prepared sub-base to grades indicated on the Drawings. Place in lifts not to exceed 6 inches (150 mm), compacting each lift separately to 95 percent Modified Proctor. Leave 1 inch (25 mm) of depth below final grade for porous paver unit and gravel fill.**
- C. **Base Preparation:**
 - 1. **Leave minimum 25 mm (1 inch) to 35 mm (1.5 inches) for porous flexible paving units and sand/sod fill to final grade.**
 - 2. **Spread all Sustane fertilizer mix at the rate of 25 kg per 100 m² (25 lbs per 1,000 SF) evenly over the surface of the base course with a hand-held, or wheeled, rotary spreader. Place fertilizer mix should be immediately before installing the porous flexible paving units.**

3.3 INSTALLATION

- A. **Paving Units:** Install Porous Flexible Paving Units in accordance with manufacturer's instructions.
1. Install by placing units with connectors and the pinning platforms flush against the prepared subbase with the larger diameter clover openings (cup side down) and pinning platforms facing downwards (grid side down). Place the first unit panel to the field's upper left hand corner. Orient the paving unit materials with the integral indicator tab (painted yellow) to the panel's bottom left hand corner. Proper sequencing and orientation of panels will result in a more rapid installation.
 2. Install unit panels across the field in a rowed pattern. Staggering of rows will allow for multiple row completion by a multi-manned crew. Secure the first panel to the base with pins and commence with panels 1-2, 1-3 and so on with one directional pull to secure. After each one directional pull secures the panel connectors together, slightly push back each panel to allow for contraction space at each connector. Verify each integral connector is snapped in place with sufficient contraction room allowed as panel installation proceeds.
 3. Once the first row has progressed across the project, start with the second row. By maintaining proper panel orientation, the top edge panel connectors will drop into the previously installed panel receptors after the one directional pull secures the panel.
 4. Panels can be shaped to individual field areas as needed with an appropriate cutting device. If you have many parts to trim use a circular saw with a no melt, plastic cutting saw blades.
 5. Anchor units to base course on curves, slopes, high traffic areas and any other areas as required.
 6. Anchor units using paver unit anchors. Tops of clovers shall be between 6 mm to 13 mm (0.25 inch to 0.5 inch) below the surface of adjacent hard-surface pavements.
- B. **Sand:** Place sand in clovers by back-dumping directly from a dump truck, or from buckets mounted on tractors, which then exit the site by driving over clovers already filled with sand. Spread sand laterally from the pile using flat bottomed shovels and/or wide asphalt rakes filling the clovers. Use a stiff bristled broom for final finishing of the sand uniformly over the clovers. Compact sand by using water from hose, irrigation heads, or rainfall, with the finish grade no less than the top of clovers and no more than 6 mm (0.25 inch) above top of clovers.
- C. **Grass:** Coordinate with Section 32 92 26.13 - Stolonizing and in accordance with porous paving manufacturer's instructions.
1. **Hydroseeding/hydro-mulching:** Mix a combination of water, seed and fertilizer homogeneously in a purpose-built, truck-mounted tank. Spray the seed mixture uniformly onto the site at required rates. Following germination of the seed, areas lacking germination larger than 20 cm by 20 cm (8 inches by 8 inches) shall be reseeded immediately. Seeded areas shall be fertilized and kept moist during development of the turf plants.
 2. **Thin Cut Sod:** Install directly over sand filled clovers, filled no higher than the top of the clovers. Place sod strips with very tight joints, moistened and rolled to create good contact for growth. Fertilize and keep moist during root establishment (minimum of 3 weeks). Protect from any traffic for a period of 3 to 4 weeks or until the root system has penetrated and established well below the porous paving units.

3. Seeding: Place grass seed at recommended rates per grass type. Place a light dusting of commercial topsoil mix, not to exceed 1/4 inch (25 mm) above the clovers and seed mix to aid germination rates. Fertilize and keep moist seeded areas during development of the turf plants.

3.4 MAINTENANCE

- A. Remove and replace segments of porous paving units where three or more adjacent clovers are broken or damaged, reinstalling as specified, so no evidence of replacement is apparent.
- B. Maintain grass in accordance with manufacturer's instructions and as specified in Section 32 92 26.13 - Stolonizing Lawns and Grasses.

3.5 PROTECTION

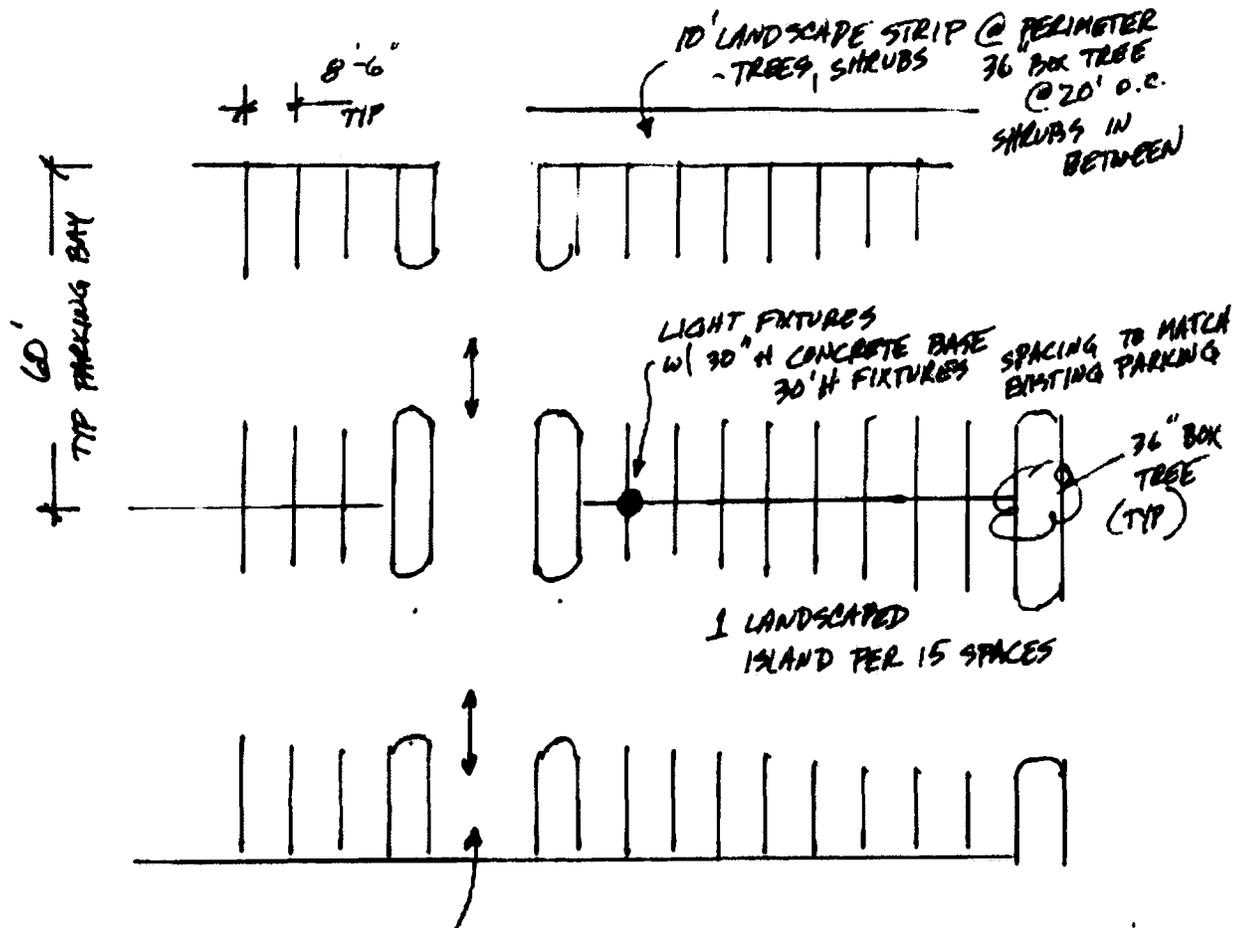
- A. Protect turf area from any traffic for a period of 4 to 8 weeks, or until the grass is mature enough to handle traffic.
- B. Perform cleaning during the installation of work and upon completion of the work. Remove all excess materials, debris, and equipment from site. Repair any damage to adjacent materials and surfaces resulting from installation of this work.
- C. Repair or replace damaged products before Substantial Completion.

END OF SECTION

DISCLAIMER: The preceding and following drawings and/or general installation guidelines are provided only to show a concept design for installation and are not instructions for any particular installation. These drawings and general instructions are not complete and are provided only to assist a licensed Geo-Technical Engineer, a Landscape Architect and/or Civil Engineer in preparing actual construction and installation plans. These drawings and instructions must be reviewed by a licensed Geo-Technical Engineer, a Landscape Architect and/or Civil Engineer and adapted to the condition of a particular installation site and to comply with all state and local requirements for each installation site. THESE DRAWINGS AND/OR GENERAL INSTRUCTIONS DO NOT MODIFY OR SUPPLEMENT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE RELATING TO THE PRODUCT.

PS PARCEL
PAVED PARKING SPACES - DESIGN BASIS

1/32" = 1'-0"



DEVELOP DEFINED
PEDESTRIAN PATHS

HC SPACES AS REQ'D
BY CODE

SCHEDULE PWPS
Legal Description of Permanent Westgate Parking Spaces

Lot B:

Lot 15 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

Lot J:

Lot 13 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

Lot G:

Lot 8 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

Hotel Parking Garage:

Lot 16 of Westgate, According to Book 745 of Maps, Page 14, Records of Maricopa County, Arizona.

SCHEDULE TO
Traffic Operations Minimum Standards

The following Minimum Standards shall apply to all Stadium Parking Events occurring after the Settlement Effective Date. The following Minimum Standards shall be updated from time to time as reasonably necessary to address changes in traffic patterns and other developments (including the changes in the parking layout contemplated by Schedule X), without any reduction in service levels. "Parking Operator" means the company engaged by the Cardinals to manage and operate the Stadium parking lots.

1. **Helicopter** – The City shall post an experienced & knowledgeable representative designated by the Parking Operator in the City traffic helicopter 60 mins prior to kickoff (or event start time, for AZSTA Events) through streets being cleared pre-game and 60 mins post game (or event) or until carparks/lots and streets are cleared.
2. **Staffing Levels** - Glendale Police will make every effort to provide, at a minimum, the number of officers to cover the intersections & roving positions noted on the attached Traffic Officer Position Map for both ingress and egress.
3. **Consistent Staffing** - Glendale Police shall provide the same officers, or at a minimum, a single consistent officer, at the intersections designated on the attached Traffic Officer Position Map.
4. **Pre-Event Briefings** - Glendale Police shall provide detailed event day briefings (that have been previously approved by the Parking Operator) for officers new to the Stadium and/or unfamiliar with the operations. The Parking Operator will participate and/or facilitate these briefings.
5. **Intersection Operations** - Police Officers/City Employees shall actively participate in the management and operation of each intersection when posted.
6. **Post Orders** - Glendale Police shall provide written post orders for every intersection to include ingress priorities/responsibilities, egress priorities/responsibilities, map of ingress and egress routes, map of parking lots with names, limo & rideshare locations, taxi locations, motorcoach/bus staging locations. The Parking Operator will create and provide orders for each event.
7. **Private Paid Lots** – Cash parking lots (in particular, at Westgate and the 91st Ave Church lot) create challenges with the overall traffic management plan as their limited staffing focuses solely on cash collection and not traffic movement. The City shall not provide special resources (e.g., officers, dedicated turn lanes) to these operations except as required under applicable law. The Parking Operator shall manage ingress and egress from these lots as part of the overall traffic management plan. The City should adopt minimum staffing and signage standards to minimize the impact these cash lots have on overall traffic management during Stadium events.
8. **Arena Roof Access** – Glendale will make every effort to provide access to the Arena Roof for up to (2) two employees of the Parking Operator (subject to a reasonable access agreement) 90 mins prior to kick off (or event start time, for AZSTA events) through streets being cleared pre-event and 90 mins post-event or until streets and lots are cleared.
9. **East Carparks Ingress, Egress and Traffic** – The City shall institute a traffic plan that encourages vehicles in the lots east of the Stadium to egress SB 91st Ave to continue south on 91st Ave to I-10.
10. **Traffic Signal Operations**– The City will make every effort to synchronize all traffic signals during ingress and egress, it being acknowledged that this is critical to the success of traffic management plan and reducing the wait times for vehicles in the parking areas and surface streets.
11. **Signage** – Signage on City streets shall be updated as contemplated by the letter agreement among the parties regarding such signage entered into on or about the Settlement Effective Date.
12. **Lane Control** -- The City shall provide lane controls in City streets reasonably consistent with past practice.

Traffic Officer Position Map (Attachment to Schedule TO)

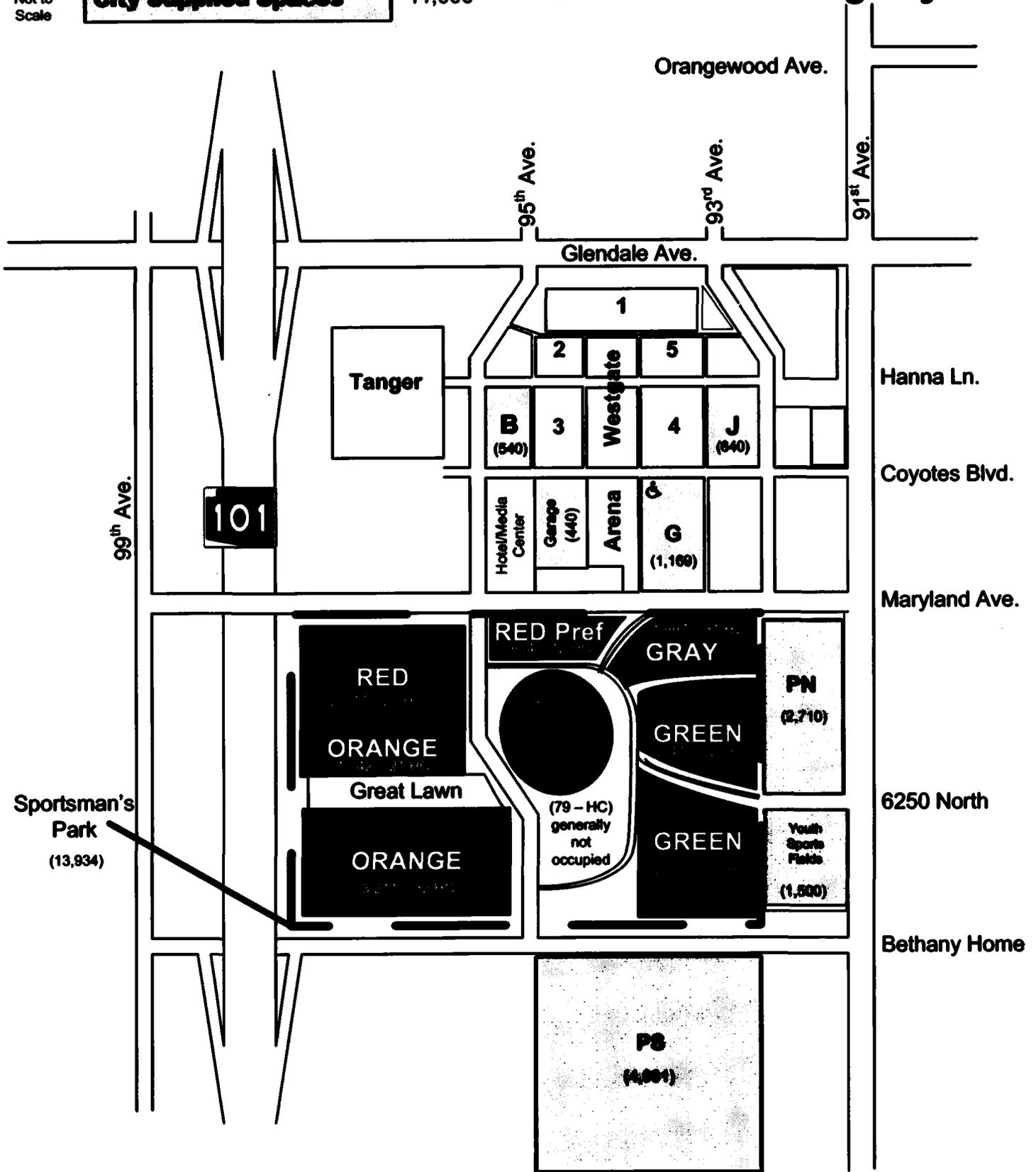
Intersection	INGRESS		EGRESS	
	Before Completion Date	After Completion Date	Before Completion Date	After Completion Date
Traffic Command (LT)	1	1	1	1
Arena Roof (SGT)	1	1	1	1
Helicopter (Parking Operator Rep)	1	1	1	1
Airport (Civilian)	1	1	1	1
Admin Time Keeper (Civilian)	1	1	1	1
Supervisors (SGT)	2	2	2	2
89th & Northern	0	0	1	1
91st & Northern	1	1	1	1
91st & Kellis HS (Buses)	1	0	1	0
91st & Orangewood	1	0	1	0
91st & Zanjero (Bus staging)	1	1	1	1
91st & Glendale	0	0	1	1
91st & Coyote	0	0	1	0
91st & Maryland	1	1	1	1
91st & Yellow Lot Exits	1	1	0	0
91st & 6250	1	1	1	1
91st & 6250 (Green Crosswalk)	1	1	1	1
91st & Bethany Home	0	0	0	0
91st & Camelback	1	1	1	1
93rd & Glendale	1	1	1	1
93rd & Brandon	0	0	1	1
93rd & Hanna	1	1	1	1
93rd & Coyote	1	1	1	1
93rd & Apartment - U-turn	1	1	1	1
93rd & Maryland	1	1	1	1
95th & Northern (casino)	1	1	1	1
95th & Glendale	1	1	1	1
95th & Hanna	1	1	1	1
95th & Coyote	1	1	1	1
95th & Purp/Hampton Ent.	1	1	1	1
95th & Maryland	1	1	1	1
95th & Maryland (WP Curb Cut)	1	1	1	1
95th & NP Lot	1	1	1	1
95th & S. Loop Road (Org Cross)	1	1	1	1
95th & Bethany Home	1	1	1	1
95th & Bethany Home (Rideshare)	1	1	1	1
95th & Camelback	0	1	0	1
99th & Northern	1	1	0	0
99th & Glendale	0	0	0	0
99th & Maryland	0	0	0	0
99th & Bethany Home	0	0	0	0
99th & Camelback	0	0	0	0
Loop 101 & Northern	1	1	1	1
Loop 101 & Glendale	1	1	1	1
Loop 101 HOV & Maryland	1	1	1	1
Loop 101 & Bethany Home	1	1	1	1
Loop 101 & Camelback	0	1	0	1
Roamers - Motors	0	0	0	0
Total	59	60	64	63



Facility Parking Spaces 13,934

City Supplied Spaces 11,000

Schedule X Permanent Parking Layout



Schedule Y

Pre-Existing City Westgate Advertising Obligations

Any document or agreement that is: (a) recorded in the Official Records of Maricopa County, Arizona prior to the Settlement Effective Date, or (b) in existence prior to the Settlement Effective Date, provided that the City has delivered to the Cardinals a complete copy of such document or agreement, certified in writing by the City Manager that such document or agreement (x) is a true and complete copy thereof, and (y) was entered into and in effect prior to the Settlement Effective Date.

Schedule Z

Settlement Payment Schedule

Payment Date		Payee	Amount Payable
Three (3) Business Days after the Settlement Effective Date		AZSTA	\$1,500,000.00
Three (3) Business Days after the Settlement Effective Date		Cardinals	\$1,500,000.00
July 3, 2017		AZSTA	\$1,500,000.00
July 3, 2017		Cardinals	\$1,500,000.00
July 2, 2018		AZSTA	\$1,500,000.00
July 2, 2018		Cardinals	\$1,500,000.00
July 1, 2019		AZSTA	\$1,500,000.00
July 1, 2019		Cardinals	\$1,500,000.00
At City's Option:	(i) on or before July 1, 2019:	AZSTA	\$1,050,000.00
		Cardinals	\$1,050,000.00
	Or (ii) July 1, 2020:	AZSTA	\$1,437,500.00
		Cardinals	\$1,437,500.00

All such payments shall be made by wire transfer of immediately available funds to such account as the Payee may designate in writing.

The City may accelerate payments in its sole and absolute discretion.