

LICENSE, MANAGEMENT & OPERATIONS AGREEMENT

This License, Management & Operations Agreement ("Agreement") is entered into between Global Spectrum, L.P., a Pennsylvania limited partnership, ("Global Spectrum"), and City of Glendale, an Arizona municipal corporation ("Glendale"), as of this 27th day of September, 2011.

RECITALS

- A. Global Spectrum and Glendale wish to provide Global Spectrum and its contractors a license to exclusively manage and operate Glendale land generally located at the northeast corner of 91st Avenue and Bethany Home Road and designated by Glendale to be youth sports fields, a Glendale park and public amenity, which land is more particularly described and shown on Appendices A-B attached and made a part of this Agreement by this reference (the "Youth Sports Fields").
- B. Global Spectrum and Glendale wish to generate active and passive uses of the Youth Sports Fields for the general public.
- C. Global Spectrum and Glendale wish to implement the uniform management, maintenance, operation and promotional use of the Youth Sports Fields.
- D. Global Spectrum and Glendale desire to implement the use of said Youth Sports Fields as turf parking when required in accordance with the Fiesta Bowl Agreement dated July 1, 2006, between Glendale and Fiesta Events Inc.
- E. Global Spectrum and Glendale wish to promote management goals of high standards, simplicity, flexibility, entrepreneurship, a single entity manager, and a stable base of adequate revenue.

AGREEMENT

1. License, Management and Operations.

1.1 Designation of Youth Sports Fields as a Park. Glendale hereby designates the Youth Sports Fields owned by Glendale as a Glendale Youth Sports Complex. The Glendale City Manager is authorized to define the boundaries of the Youth Sports Fields from time to time more specifically.

1.2 Grant of License. Glendale grants an exclusive license for the possession, management and operation of the Youth Sports Fields to Global Spectrum, including contractors and concessionaires of Global Spectrum, subject to the terms of this Agreement. Glendale agrees to take such action as may be appropriate to ensure that Global Spectrum, its contractors, concessionaires, and the public, have sufficient access to the Youth Sports Fields to enable Global Spectrum and its contractors and concessionaires to carry out the provisions of this Agreement; to promote the use of the Youth Sports Fields by the general public; and to provide for the Youth Sports Fields to be used for parking for events at the University of Phoenix Stadium ("Stadium") when required.

1.3 Management and Operations. During the term of this Agreement, Global Spectrum will be the exclusive manager and operator of the Youth Sports Fields.

2. Obligations of the Parties.

2.1 Maintenance Services. Global Spectrum shall provide the following maintenance services: (1) grounds maintenance and ordinary repairs, including, but not limited to, landscaping, lawn care, mowing, pruning, fertilizing, irrigating, aerating, sweeping, cleaning, and such other maintenance as is necessary to maintain high quality and aesthetic standards; (2) site cleanup when used for youth sports event parking (to include decomposed granite lot and any other areas) and cleanup of Stadium parking lot areas adjacent to Youth Sports Fields; to include only the daily pickup of trash, trash can maintenance including restroom facilities, (this service does not include the regular cleanup associated with any of the six City events); (3) regular trash collection, and periodic litter collection; (4) portable sanitation services as required for events held at the Youth Sports Fields; (5) ordinary maintenance consistent with the June, 2011 Glendale Parks Maintenance Standards, and repairs (but not including replacement or major structural repairs, including relamping and/or bulb replacement of the sports lights, and the repair or replacement of the scoreboard and its associated systems in excess of \$2,500 per year); and (6) materials necessary to provide the services, and equipment maintenance for that equipment provided by Glendale for use at the Youth Sports Fields as set forth on the attached Appendix B. The replacement of equipment will be based on the City's amortization schedule or when both parties mutually agree.

2.2 Management and Promotional Responsibilities.

a. Global Spectrum may contract in writing with other parties to promote, organize and implement, directly or by contract (for purposes of management and promotional activities at the Youth Sports Fields, the term "Global Spectrum" shall include all contractors and vendors retained to provide such services), recreational activities and other community and entertainment events, such as team and individual sports competitions and tournaments, festivals, and other programming consistent with the nature of youth sports fields and municipal park land adjacent to the Stadium, Jobing.com Arena, and the surrounding commercial and residential areas and uses.

b. Global Spectrum shall have the exclusive right to control, manage, and contract for any and all concession, food and beverage vendors, including catering vendors except for the City events described below in Section 2.5.

c. Global Spectrum shall promote, organize and implement, and market directly or by contract, and market (by way of example and not as a limitation), field sponsorships, the sale of naming rights, major gifts, capital campaigns, and advertising and promotion of the Youth Sports Fields as a business opportunity (the revenue generated by the activities provided in this paragraph shall be collectively referred to as "Marketing Revenue").

2.3 Planning and Development of the Youth Sports Fields. Global Spectrum agrees to cooperate with and assist Glendale in the planning and development process for the Youth Sports Fields. Glendale shall retain control over future development, planning and zoning matters for the Youth Sports Fields. Global Spectrum shall participate with Glendale in planning for any additions or expansions to the Youth Sports Fields and for new or expanded facilities thereon.

a. Any permanent development (including signage) proposed by Global Spectrum shall be subject to obtaining Glendale's consent and approval, which will not be unreasonably withheld, and will be subject to any and all applicable local, state and federal regulatory codes and laws.

b. Glendale will not initiate zoning or planning or other regulation changes which would affect Global Spectrum's abilities to effectively manage and/or maintain the Youth Sports Fields.

c. Glendale may develop and pay for any additional or expanded Youth Sports Fields facilities, but Glendale will not implement any such facilities without first notifying Global Spectrum of the proposal and offering Global Spectrum the opportunity to comment on the proposal and shall have first right of refusal to manage and/or such additional or expanded youth sports facilities.

d. Any proposal by Global Spectrum to develop permanent facilities at the Youth Sports Fields will be formulated in cooperation with such individual(s) as Glendale shall designate to work with Global Spectrum concerning the development of proposals. Any permanent developments or improvements to the Youth Sports Fields shall become the property of Glendale upon installation.

e. Any Proposal by Global Spectrum to develop permanent facilities at the Youth Sports Fields will include proposed methods for financing the facilities.

2.4 Rules and Regulations. Global Spectrum will ensure that the Glendale Rules and Regulations will be posted and enforced at the Youth Sports Fields.

2.5 Scheduling Activities and Events. Global Spectrum will control all scheduling, booking and location of activities and events that may take place in the Youth Sports Fields, including those sponsored by Glendale.

a. Glendale reserves the right to undertake up to six City events per year (each event not lasting more than seven (7) days with one weekend including set up and take down). Glendale agrees to coordinate such events with the master calendar maintained by Global Spectrum. Other than scheduling and coordinating maintenance services (for which Global Spectrum will be reimbursed for Glendale events), Global Spectrum will not oversee Glendale sponsored events.

b. Global Spectrum will maintain an annual master calendar of events and activities and will develop procedures for providing the master calendar and periodic updates and informing Glendale of the master calendar and changes thereto.

c. Global Spectrum may provide or contract via a service agreement to provide the maintenance services that may be required for events and activities (for which Global Spectrum will be reimbursed).

d. Glendale will provide Global Spectrum with a schedule of any City Events to take place from the date of this Agreement until January 31, 2012, simultaneous to the execution of this Agreement. Any proposed changes to the events and activities shall be submitted by Glendale to Global Spectrum as far in advance as practicable and any proposed events shall be subject to availability of the Youth Sports Fields. The purpose of such notice is to allow Global Spectrum to include such events and activities in the master calendar and in the work plan and budget for providing maintenance services for the events and activities. Global Spectrum will notify Glendale as soon as practicably possible if it becomes aware that there is a scheduling conflict for any proposed city event. Parties agree to resolve all scheduling conflicts through mutual agreement.

e. Glendale agrees to direct all inquiries for use of the Youth Sports Fields to Global Spectrum for decision-making and scheduling.

f. The scheduling of events at the Youth Sports Fields shall be subject to providing of parking for events at the Stadium, which shall have first priority.

g. All events at the Youth Sports Fields will be appropriate in nature for a youth sports facility, shall not include any obscene or pornographic themes, and Global Spectrum shall not operate or manage the Youth Sports Fields in any unlawful manner or for any unlawful purpose.

h. Global Spectrum recognizes that the Youth Sport Fields' primary purpose is to provide community youth sports activities when these fields are not being used for Cardinals, Fiesta Bowl, or Mega Event parking.

2.6 Permits. Glendale shall retain the authority to grant or waive any municipal permits required for activities or special events located at the Youth Sports Fields, whether sponsored by Glendale, Global Spectrum or other person or entity.

a. Glendale will coordinate with Global Spectrum and the master calendar in the scheduling of any activities or special events for which permits may be required.

b. Glendale will retain any permit charges for activities and special events sponsored by Global Spectrum which are not open to the public and for activities and special events sponsored by persons or entities other than Global Spectrum.

c. Glendale will waive all permit charges for activities and special events sponsored by Global Spectrum and which are open to the public.

d. Global Spectrum and Glendale will cooperate to facilitate the process of permitting for activities and special events and will cooperate to develop a streamlined permitting and scheduling process.

2.7 Access by the General Public. Except as noted in Sec. 2.6, the general public shall retain access to the Youth Sports Fields as provided for in the Rules and Regulations noted in Section 2.4 of this Agreement.

2.8 Fees and Charges. Global Spectrum shall determine the fees associated with events and activities, and will annually review such fees with Glendale. Global Spectrum may impose and collect such fees or charges ("Fees and Charges") for events or activities open to the public as well as for particular groups or persons, which are not open to the public. Admission Fees shall be a source of revenue of Global Spectrum to defray in part the costs of managing and promoting use of the Youth Sports Fields and the costs of any maintenance services for the event or activity. Global Spectrum shall make reasonable efforts to balance Admission Fees for events open to the public in covering the cost of the event or activity; the need to generate revenue and the need to regulate use with the overarching goal for fees to be within the affordable reach of the public.

2.9 Concessions and Vendors. Except for the six City events, Global Spectrum will have an exclusive right to grant concession/merchandise rights to any vendor, promoter or operator and to collect charges for concession/merchandise rights as one of Global Spectrum's revenue sources ("Concession Revenue"). Except for City events, Glendale will not grant any

concession/merchandise rights of the Youth Sports Fields or facilities thereon for any business or commercial use or to sell goods or services therein.

2.10 Revenue Sharing. Global Spectrum will aggressively pursue an appropriate mix of Marketing Revenue, Fees and Charges, and Concession Revenue (collectively "Youth Sports Fields Revenue"). Global Spectrum will adopt an operating budget for the term of this Agreement, and include its sources of funding. Global Spectrum will provide to Glendale an audit by an independent public accountant showing operating costs, gross revenues and net revenues. As part of the consideration for the grant of the license set forth in this Agreement, Global Spectrum shall pay to Glendale forty percent (40%) of the net annual Youth Sports Fields Revenue collected by Global Spectrum during the term of this Agreement.

2.11 Municipal Contribution.

a. Glendale will provide to Global Spectrum a total amount of Fifty-One Thousand Nine Hundred and Ninety-Nine Dollars (\$51,999) (payable in three equal monthly installments of \$17,333 each) for months one through three and Seventy Thousand Dollars (\$70,000) (payable in four equal monthly installments of \$17,500 each) for months four through seven in order to support the maintenance, management and operations activities of Global Spectrum. Global Spectrum recognizes that any contributions by Glendale are subject to the normal budgetary processes of Glendale. Glendale recognizes that the ability of Global Spectrum to perform its maintenance, management and operations activities under this Agreement is subject to adequate funding from Glendale as well as its success in generating revenue from other sources and revenue producing uses of the Youth Sports Fields.

b. Glendale agrees to provide the following services to the Youth Sports Fields at Glendale's expense: fire, police, and other customary public safety services on a day-to-day basis and for all events; however, as part of its permitting process for special events, Glendale may charge sponsors of special events or Global Spectrum for the cost of these public services. For Global Spectrum sponsored events which are not open to the public, Glendale may charge for the cost of providing additional police and public safety services; ordinary electrical service, and any other ordinary utility services, including water and sewerage service, but not including capital facilities.

c. Global Spectrum will provide 24-hour unarmed, undedicated surveillance security for the Youth Sport Fields Complex as part of its day-to-day management of the fields.

d. Glendale agrees to provide the equipment outlined in Appendix B to assist Global Spectrum in managing and maintaining the Youth Sports Fields in a manner consistent with the duties and responsibilities required under the Agreement.

3. Indemnity and Insurance.

3.1 Global Spectrum Indemnity. Global Spectrum will defend, indemnify and hold harmless, Glendale, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements as a result of any claim or lawsuit for all damages or injuries of any kind or nature (including death) to all persons, and for all property damage to the extent caused by, resulting from or arising out of or in connection with the negligent, reckless or intentional acts of Global Spectrum, the party with which Global

Spectrum contracts for management and promotion services (the "Service Provider"), or the subcontractors, employees, servants, agents, officers thereof, the use, management or operation of the Youth Sports Fields by Global Spectrum or the Service Provider, or the subcontractors, employees, servants, agents, officers thereof, or the performance of, or failure to perform, its obligations under this Agreement.

3.2 Glendale Indemnity. Glendale will defend, indemnify and hold harmless Global Spectrum its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, as a result of any claim or lawsuit for all damages or injuries of any kind or nature (including death) to all persons, and for all property damage to the extent caused by, resulting from, or arising out of, or in connection with the negligent, reckless or intentional acts of Glendale or its subcontractors, employees, servants, agents, officers, out of Glendale's use of the Youth Sports Fields, or the performance of or failure to perform its obligations under this Agreement.

3.3 Service Provider Indemnity. Global Spectrum will include, or cause to be included, in its Service Agreement with any Service Provider, a provision containing the following or similar language: "The Service Provider will defend, indemnify and hold harmless Glendale, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, any and all damage or injury of any kind or nature (including death) to all persons and to all property to the extent resulting from or caused by, or arising from or arising out of the negligent, reckless or intentional acts of the Service Provider or the employees, servants, agents, officers thereof, or the performance of or failure to perform its obligations under the Service Agreement or negligence in the performance of its obligations under such Agreement."

3.4 Insurance Requirements. Prior to commencing services pursuant to this Agreement and as long as this Agreement is in effect, Global Spectrum and the Service Provider, as the case may be (for purposes of these insurance requirements, "Global Spectrum" includes all Service Providers, will secure and pay for insurance and submit for review evidence thereof to Glendale, in accord form or a form with the same format and including a 30 day notice of cancellation, as follows:

a. Occurrence form Commercial General Liability Insurance (Broad Form) to cover Global Spectrum's obligation to indemnify Glendale as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of Global Spectrum under this Agreement. Such insurance shall name Glendale as an additional or named insured, as appropriate, with respect to operations performed under or incident to this Agreement, including coverage for contractual liability and products/completed operations coverage issued by an insurance company licensed to conduct business in the State of Arizona with limits for each occurrence of \$1,000,000 combined single limit for bodily injury and property damage liability. Such commercial general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the additional named insureds and have a severability of interests clause. The Service Provider shall also be named as an additional or named insured, as appropriate. Global Spectrum expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to Glendale and Global Spectrum's Service Provider. All deductibles and retentions are the sole responsibility of Global Spectrum to pay and/or indemnify Glendale. With respect to such insurance, Global Spectrum will be the primary named insured with sole responsibility for fulfillment of the conditions of the policy, including but not limited to reporting of claims.

b. An Excess Liability Policy providing the same coverage as set forth above in subsection (a) with the same additional insureds as the basic policy in the additional amount of \$5,000,000.

c. Comprehensive Crime Policy with respect to the handling of Glendale funds in the amount of \$100,000 on a blanket basis.

d. Global Spectrum will provide its own Workers' Compensation coverage at the statutory limit, including Employer's Liability with limits of \$100,000 for each accident, \$100,000 for disease for each employee, and \$500,000 for each disease/policy limit.

e. Global Spectrum will continue provide its own Automobile Liability Insurance coverage.

3.5 Glendale Self-Insurance. Glendale may self-insure or obtain Commercial General Liability Insurance, in Glendale's sole discretion, to cover Glendale's obligation to indemnify Global Spectrum and a Global Spectrum Service Provider as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of Glendale under this Agreement.

4. Term.

4.1 Initial Term. The term of this Agreement shall commence on the date hereof and, unless otherwise terminated in accordance with the terms and provisions of this Agreement, this Agreement shall terminate on January 31, 2012.

4.2 Renewal. There is no provision to extend this Agreement beyond the date noted in Section 4.1.

4.3 Early Termination. Either party to this Agreement shall have the right to terminate this Agreement for the other party's failure to perform, after providing 30 days notice and a right to cure. Both parties may agree to early termination of this Agreement by the written agreement of both parties.

5. General Provisions.

5.1 Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or upon confirmed facsimile transmission, as of the second business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system, addressed as follows:

If to Glendale:

Executive Director, Parks, Recreation, and Library Services
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Facsimile No.: (623) 930-2614

With a copy to:

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Facsimile No.: (623) 915-2391

If to Global Spectrum:

General Manager
Global Spectrum
1 Cardinal Drive
Glendale, Arizona 85305
Facsimile No.: (623) 433-7198

The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above provided.

5.2 Defaults and Remedies. In the event a default should occur under any of the obligations of the Glendale or Global Spectrum as provided in this Agreement, each party shall be entitled to exercise such rights or remedies as may be available pursuant to the terms of such document, at law or in equity, including without limitation specific performance, except as such document may specifically limit such remedies. Notwithstanding the foregoing, each party waives any claim such party may have for incidental or consequential damages arising out of a failure of performance of the other party under this Agreement.

5.3 Assignment or Changes in Ownership, Management and Control of Developer. Global Spectrum represents and agrees that its undertakings pursuant to this Agreement are, and will be, for the purpose of operating and managing the Youth Sports Fields as provided for herein. Global Spectrum further recognizes that the qualifications of its principals are of particular concern to the City and that it is because of such qualifications and identity that the City is entering into this Agreement. In recognition of Global Spectrum's expertise and experience in facility management, Global Spectrum may not assign its rights under this Agreement (other than as provided for in this Agreement with respect to a designated Service Provider) without Glendale's prior consent, which consent may be withheld in the Glendale's sole and absolute discretion. Notwithstanding Glendale's consent or assignment requiring no consent, any such assignment shall not relieve Global Spectrum of any obligations. Moreover, no voluntary or involuntary successor-in-interest to Global Spectrum may acquire any rights under this Agreement except as expressly set forth in this Section 5.3.

5.4 Institution of Legal Actions; Governing Law. Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

5.5 Acceptance of Legal Process. If any legal action is commenced by Global Spectrum against Glendale, service of process on Glendale will be made by personal service upon the City Clerk, or in such other manner as may be provided by law. If any legal action is commenced by the Glendale against Global Spectrum, service of process will be made by personal service or in such other manner as may be provided by law, whether made within or without the State of Arizona.

5.6 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.

5.7 Conflict of Interests. No member, official or employee of Glendale may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.8 Warranty Against Payment of Consideration for Agreement. Global Spectrum warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services retained by Global Spectrum.

5.9 Non-Liability of Officials, Partners and Employees. No member, official or employee of Glendale will be personally liable to Global Spectrum, or any successor in interest, in the event of any default or breach by the Glendale or for any amount which may become due to Global Spectrum or successor, or on any obligation under the terms of this Agreement.

5.10 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nothing herein shall constitute a waiver of the Glendale's police powers or amount to an unlawful delegation of governmental authority by Glendale.

5.11 Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

5.12 Entire Agreement; Waivers and Amendments. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including 15 pages of text and the below-listed exhibits that are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Appendix A — Description and Map of Site
Appendix B — Maintenance Schedule

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

5.13 No Agency Created. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between Glendale and Global Spectrum. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

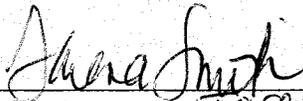
5.14 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

5.15 Attorneys' Fees. In the event either party commences litigation for the judicial interpretation, enforcement, termination, cancellation or rescission hereof, or for damages (including liquidated damages) for the breach hereof, then, in addition to any or all other relief awarded in such litigation, the prevailing party therein shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred.

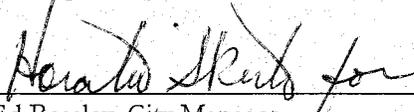
5.16 Binding Agreement. Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, Global Spectrum and Glendale have caused this Agreement to be executed as of the day first above written.

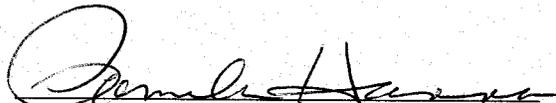
GLOBAL SPECTRUM, L.P., a Pennsylvania
Limited partnership


Printed Name: Tarena Smith
Title: Director of Event Services

CITY OF GLENDALE, an Arizona
municipal corporation


Ed Beasley, City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney

..... "A"
LEGAL DESCRIPTION
NWC 91ST AVE & BETHANY HOME ROAD

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 found brass cap flush accepted as the Southeast corner of said Section 9 from which a brass cap in a hand hole 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 recorded in Book 181, Page 47, M.C.R. and being the **POINT OF BEGINNING**;

Thence 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;

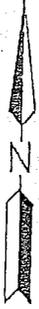
Thence North 89 degrees 46 minutes 46 seconds East a distance of 750.00 feet to the west line of the east 40.00 feet of said Southeast quarter, being a point on the westerly right of way line of said 91st Avenue;

Thence South 00 degrees 13 minutes 14 seconds East, along said west line, a distance of 790.18 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 594,217 sq. ft. or (13.6413 acres)

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6807.06
September 30, 2004





EAST QUARTER CORNER
SECTION 9, T2N, R1E
FOUND BRASS CAP
IN HAND HOLE

N89°46'46"E
750.00'

40.00'
R/W

EAST LINE OF
SECTION 9

N00°13'14"W
794.52'

594,217 SQ. FT.
13.6413 ACRES

S00°13'14"E
790.18'

N00°13'14"W 2595.26'
91ST AVENUE

WEST LINE OF THE
EAST 790.00 FEET

790'



S89°26'17"W
677.10'

P.O.B.

S89°32'19"W
72.91'
S89°46'46"W
40.00'

230'

299.83'

GRAND CANAL (BOOK 181, PAGE 47, M.C.R.)

SOUTHEAST CORNER
SECTION 9, T2N, R1E
FOUND BRASS CAP
FLUSH

P.O.C.

AREA = 594,217 SQ. FT. OR (13.6413 ACRES)

CMX PROJ.	6807.06
DATE:	09/30/2004
SCALE:	NONE
DRAWN BY:	JDL
CHECKED BY:	KCO

NWC 91ST AVE & BETHANY HOME ROAD
GLENDALE, ARIZONA
EXHIBIT "A"

7740 N. 16TH ST. STE.100
PHOENIX, AZ 85020
PH (602) 567-1900
FAX (602) 567-1901
www.cmxinc.com



PARCEL2 COG.txt

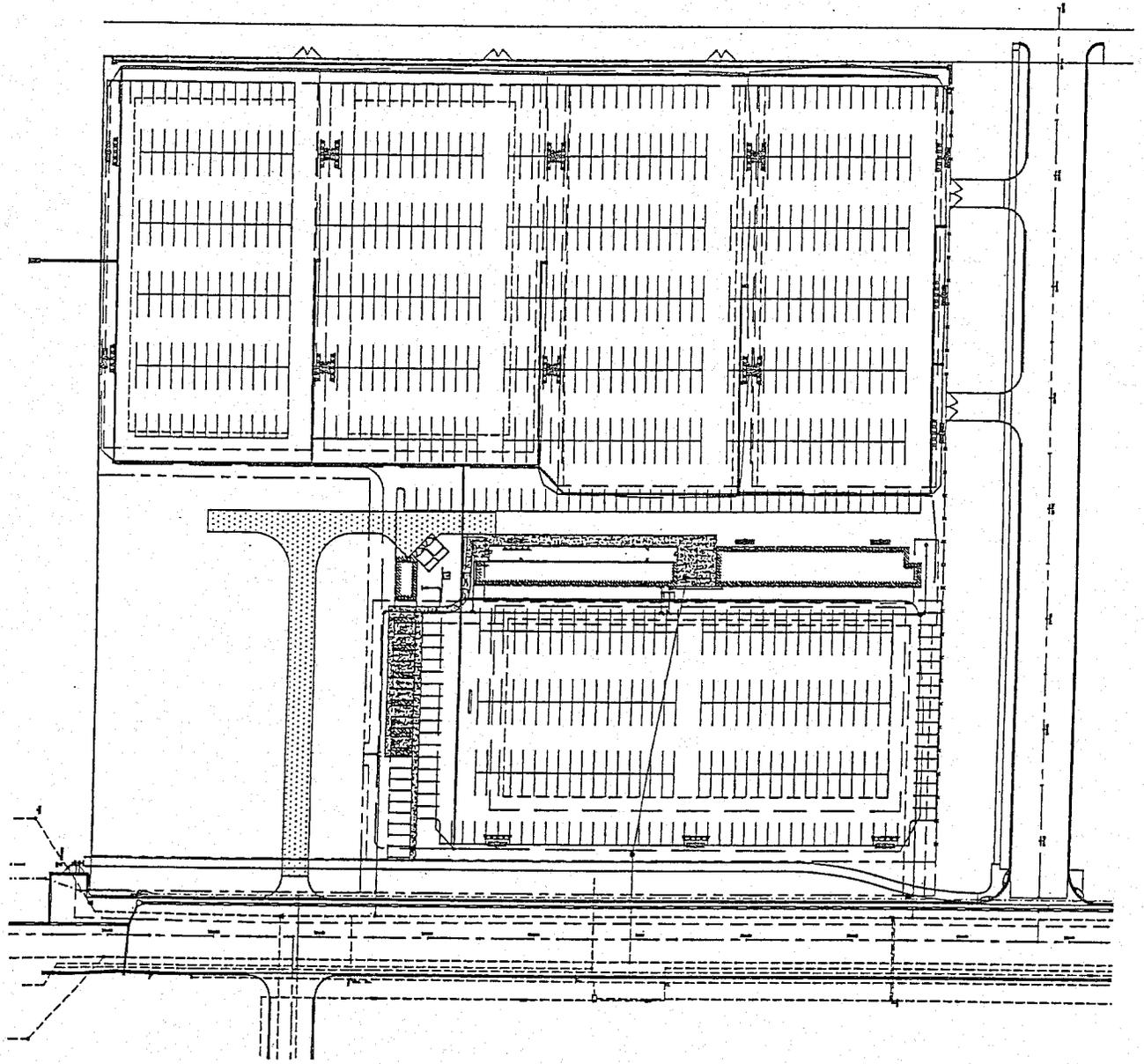
Parcel name: PARCEL2 COG

North: 10299.6777 East : 9958.8465
Line Course: S 89-32-19 W Length: 72.9085 ✓
North: 10299.0906 East : 9885.9403
Line Course: S 89-26-17 W Length: 677.1043 ✓
North: 10292.4498 East : 9208.8686
Line Course: N 00-13-14 W Length: 794.5179 ✓
North: 11086.9618 East : 9205.8102
Line Course: N 89-46-46 E Length: 749.9999 ✓
North: 11089.8489 East : 9955.8045
Line Course: S 00-13-14 E Length: 790.1760 ✓
North: 10299.6787 East : 9958.8462

Perimeter: 3084.7066 Area: 594,217 SQ. FT. 13.6413 ACRES ✓

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0011 Course: N 13-06-16 W
Error North: 0.00103 East : -0.00024
Precision 1: 2,804,278.7273

Map



APPENDIX B

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 11-44 Operate and Maintain the City of Glendale Multiuse Sports Facility and Concession

City of Glendale Parks and Recreation Department Youth Sports Fields Maintenance Schedule

A. Daily Tasks

1. Police grounds and parking area for litter: all litter, broken glass and debris shall be picked up and removed from each area.
2. Empty trash containers: containers in field areas must be emptied at the end of each day.
3. Clean restrooms and restock: restrooms shall be cleaned whenever opened for use.
4. Clean walkways: exterior of the building area should be free of debris. Spills shall be cleaned with a pressure washer and/or rinsed with water immediately.
5. Clean locker room: locker room shall be cleaned prior to and after each scheduled use.
6. Irrigate fields per schedule established by City of Glendale Crew Leader.

B. Weekly Duties

1. Mow and trim turf:
 - A. Mowing pattern will be completed in such a manner that the first two passes along granite or walkways blow the clippings into the turf area. No grass or trim shall be discharged onto the granite and/or walkways.
 - B. Light poles, goal posts, goals, trees and other objects in the turf area shall be line-trimmed prior to mowing. The clippings then will be mowed back into the turf area.
2. Weed control:

No visible signs of weeds or invasive species shall be present in any granite areas. This includes the landscape area along the roadways that border the complex.
3. Athletic field lining:

Fields shall be marked for specific sports with a high quality field marking paint.
4. Check and adjust irrigation system:

Communicate any alarms, failures or discrepancies with the City of Glendale Crew Leader.

APPENDIX B

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 11-44 Operate and Maintain the City of Glendale Multiuse Sports Facility and Concession

C. Turf Maintenance Information

1. Turf type: Tiffway 419
2. Turf Equipment:
 - A. John Deere, 1435 mower, Unit # 6226 E 03. This mower is dedicated to be only used at this location to eliminate any chances for contamination from mowing other sites.
 - B. John Deere, Utility vehicle (Gator), Unit # 6226 S 03.
 - C. Locke, Turf Pro Vac 1600, Unit # 6226 Q 24.
 - D. Ryan Aerator, COG ID # 5448600396 Portable tow behind unit.
 - E. Turf equipment maintenance will be performed twice a year by the City of Glendale, Fleet Department. The Park Manager will schedule the maintenance service with Global Spectrum so as not to disrupt the delivery of service.
 - F. Review the blade sharpness on a monthly basis to ensure a clean cut.
3. Frequency
 - A. Turf should be mowed every week as per schedule using a rotary mower.
 - B. During the months of June through September (high growth) mowing should be scheduled three times per week in alternating patterns.
 - C. The fields are to be mowed when the moisture is at a minimum so that ruts are not evident in the turf.
4. Cutting height
 - A. Growing Season: April – September: 1” to 1-1/2” cut height
 - B. Winter/dormant: November – March: 1-1/2” to 2” cut height
5. Pre-Emergent
 - A. Pre-emergent is to be applied in the fall between September - October and the spring between April - May. The pre-emergent prevents any germination of weed seed in the existing turf.
6. Aeration / Dethatch
 - A. Dethatch and aerate during the first four weeks of summer (June-July) when turf grass is growing vigorously.
 - B. Aerate monthly throughout summer to improve compaction and drainage.
 - C. Remove thatch when more than ½ inch thick
 - D. For compacted soils with poor drainage, aerate and top-dress as necessary.

APPENDIX B

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 11-44 **Operate and Maintain the City of Glendale Multiuse Sports Facility and Concession**

- E. Dethatch lightly in the fall only if heavy thatch exists (more than ½ inch), and just enough to open the canopy and allow the seeds to make contact with the soil (if planning to over seed).
- 7. Top Dress
 - A. Soils should receive a top dressing of sand after aeration.
 - B. Top dress as necessary to improve soil profile.
 - C. Top dress in late spring and early summer after Bermuda becomes active with mulch.
 - D. Mulch will add nutrients to the soil and help with the winter-to-spring turf transition.

D. Equipment Maintenance

- 1. Equipment purchased for the maintenance of the turf and facility remains the property of the City of Glendale.
- 2. Equipment will be operated only by authorized employees of lessee.
- 3. All equipment will be serviced twice a year by the City of Glendale, Fleet Division.
- 4. The City of Glendale Park Manager will schedule the preventative maintenance and service of all equipment. Call 623-930-2652 to request any needed service.
- 5. Lessee will assume all responsibility for damage and accidents to equipment.
- 6. All equipment will be the responsibility of lessee to secure in a locked and safe structure.

E. Other

- 1. The granite areas including the parking lot will be free of debris and weeds at all times.
- 2. The parking lot shall be replenished with sufficient material to ensure proper drainage and aesthetics on an annual basis. The lining of the parking lot will be maintained to provide parking spaces as necessary.
- 3. Security of the buildings, equipment, and property must be maintained by the lessee.