

CITY CLERK ORIGINAL

C-8089
06/12/2012

AGREEMENT FOR ACCESS EASEMENTS

This Agreement for Access Easements ("Agreement") is entered into and effective this 27th day of June, 2012 (the "Effective Date") between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Outlets at Westgate, LLC, a Delaware limited liability company authorized to do business in Arizona ("Tanger").

RECITALS

- A. Tanger is developing a retail shopping center and parking area at Westgate City Center located on the southeast corner of West Glendale Avenue and the Loop 101 (the "Tanger Property"). The Tanger Property is more particularly described on **Exhibit A**;
- B. City has leased land (the "ADOT Lot") from the Arizona Department of Transportation in order to provide parking for Westgate events, other special events, or games at the University of Phoenix Stadium ("Stadium"); Such events or games are referred to herein collectively as the "Events" and individually as an "Event";
- C. The ADOT Lot abuts the Tanger Property along the western boundary of Tanger's Property and public access to parking on the ADOT Lot is only available through the Tanger Property; and
- D. City and Tanger desire to memorialize their agreement for access easements, parking in the ADOT Lot and other related matters through this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual covenants contained in this Agreement, and other good and valuable consideration, City and Tanger agree as follows:

1. The City agrees to present to Tanger simultaneously upon execution of this Agreement the proposed dates for all of the Events scheduled for the remainder of the year for which the City intends to use the access easement areas granted herein (such schedule of proposed dates is referred to herein as the "Event Calendar"). The Event Calendar shall be limited to no more than a total of seventy (70) Events and shall be subject to Tanger's reasonable approval, which approval/disapproval shall be given within 15 business days from receipt of the Event Calendar. Additionally, the City may present Tanger with up to sixteen (16) events a year that are not on the regular calendar of events, such as playoff games that cannot be scheduled in advance. Notice of such Events will be made available to Tanger as soon as the dates are known to the City, and are subject to Tanger's reasonable approval. The Events listed on the Event Calendar and approved by Tanger are referred to herein as an "Approved Event" or "Approved Events". It is understood and agreed that no Event parking shall be approved for the Friday or Saturday after Thanksgiving Day. For 2013 and

thereafter as long as this Agreement is in effect, the City shall submit the Event Calendar to Tanger for its approval on or before June 1st of each year for the following twelve month period of July 1st through June 30th (for example, the July 1, 2013 - June 30, 2014 Event Calendar shall be submitted to Tanger for its approval no later than June 1, 2013). The City and Tanger agree to amend the Events calendar, as necessary, due to changes in event schedules.

2. Tanger will grant City two non-exclusive access easements for vehicular ingress/egress by the public on days when an Approved Event is scheduled (the "Access Easements") along, over and across the Tanger Property at the following locations:
 - a. Along Tanger's south property line, an access easement connecting 95th Avenue to the ADOT Lot in the location more particularly described on **Exhibit B** (the "South Access Easement Area"); and
 - b. A north access easement, connecting 95th Avenue to the ADOT Lot along the internal loop road of the Tanger parking area in the location more particularly described on **Exhibit C** (the "North Access Easement Area"). The South Access Easement Area and the North Access Easement Area are herein collectively referred to as the "Access Easement Areas".

Provided however, City agrees that such vehicular ingress/egress shall exclude tractor trailers and commercial vehicles.

3. Tanger will construct and pave, as applicable, the Access Easement Areas with the following stipulations:
 - a. Tanger will build and complete a temporary roadway by July 31, 2012, over the South Access Easement Area;
 - b. Prior to the official grand opening of the shopping center to be located on the Tanger Property, Tanger will construct a permanent roadway over the South Access Easement Area (the "South Driveway"); Tanger agrees to conduct its construction activities on the Tanger Property in a manner that does not preclude, prevent, or hinder parking activity on the ADOT Lot during an Approved Event;
 - c. Prior to use of the South Access Easement Area by the public under the terms of this Agreement, the City will install/construct a gate with a locking device at the 95th Avenue entrance to the South Driveway; such gate shall be closed and locked when no Approved Events are occurring; and

- d. Tanger will construct a permanent driveway over the North Access Easement Area (the "North Driveway"); the South Driveway and the North Driveway are referred to herein as the "Driveways".
4. Tanger will construct a permanent pedestrian access walkway connecting Tanger's crosswalk (which crosswalk spans the Tanger parking area internal loop road) to the ADOT Lot in the location agreed upon by Tanger and the City (the "Pedestrian Walkway"). Tanger will grant City a non-exclusive access easement for pedestrian ingress/egress by the public along, over and across the Pedestrian Walkway on days when an Approved Event is scheduled.
5. The City has prepared plans for the South Driveway entrance at 95th Avenue, the South Driveway entrance between the Tanger Property and the ADOT Lot, the North Driveway entrance between the Tanger Property and the ADOT Lot and the Pedestrian Walkway, which plans are listed on **Exhibit D** attached hereto (the "City Plans"). The City represents and warrants that the City Plans are in compliance with all applicable laws, rules and regulations. Tanger will construct the Driveways and the Pedestrian Walkway in accordance the City Plans and otherwise in accordance with all federal, state, and local laws and regulations. City inspectors will review and inspect Tanger's construction of the Driveways and the Pedestrian Walkway. Upon City inspectors' acceptance of the Driveways and Pedestrian Walkway, City shall pay to Tanger the amount of \$115,000.00, which amount represents the entire cost of construction of the Driveways and the Pedestrian Walkway and the value of the Access Easements to the City. Notwithstanding anything contained herein to the contrary, if such payment is not received by Tanger within 30 days of Tanger's written request to City, then Tanger has the right to restrict use of the Access Easements, Driveways and/or the Pedestrian Walkway by the City or the public as granted by the terms of this Agreement until such payment is received by Tanger.
6. City shall construct, at its sole cost and expense, a paved parking lot with approximately 1,087 parking spaces on the ADOT Lot (the "City Parking Lot"), such construction to be in accordance with all applicable laws, rules and regulations. Notwithstanding anything contained herein to the contrary, until City constructs the City Parking Lot, the City will not be entitled to exercise any of its rights under this Agreement. If the City fails to construct the City Parking Lot within 120 days of the Effective Date, then this Agreement shall automatically terminate and be of no further force or effect.
7. The City shall not be responsible for maintenance of the Driveways or the Pedestrian Walkway located on the Tanger Property. Tanger shall not be responsible for maintenance of any improvements located on the ADOT Lot or within the public right of way.
8. The City shall provide, at City's sole cost and expense, traffic management and control on all Approved Event days (a) to insure the free flow of traffic through the Tanger Property and on all adjacent public roads and (b) to direct traffic on the Driveways and adjacent roads to

prevent members of the public attending an Event from parking on the Tanger Property. If City fails to provide such traffic management/ control or such traffic management/control is insufficient, then Tanger has the right, but not the obligation, to do so and City shall reimburse Tanger for the cost of such traffic management/control within 30 days of receipt of an invoice from Tanger.

9. Tanger, its successors and assigns, reserve the right to full and exclusive use of the Access Easement Areas and Pedestrian Walkway including above surface, sub-surface and surface use that does not unreasonably interfere with the easement and the rights granted herein, including, but not limited to, the right to use the Driveways for internal traffic circulation on Approved Event days.
10. The City agrees that Tanger, its employees, invitees and guests, may utilize the parking on the ADOT Lot on days on which an Approved Event is not scheduled at no cost or expense to Tanger. Provided however, Tanger agrees that such vehicular parking shall exclude tractor trailers, commercial vehicles and any long term parking.
11. Tanger has the right, at its sole cost and expense, from time to time to relocate all or any part of the Access Easement Areas, the Driveways and the Pedestrian Walkway, to such other place or places on the Tanger Property in coordination with input from the City.
12. City shall obtain and maintain at its own expense all applicable insurance and/or self insurance arrangements, including, but not limited to, commercial general liability insurance covering against any liability resulting from or arising out of any occurrence in connection with the City's use of the Access Easement Areas, Driveways and Pedestrian Walkway and/or the exercise of its rights under this Agreement. Such insurance and/or self insurance shall be in the minimum amount of Two Million Dollars (\$2,000,000.00) commercial general liability in any one occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate and with \$500,000.00 coverage for property damage in an accident, and will provide a waiver of subrogation by the insurer against Tanger, and where applicable it shall be issued by insurance companies licensed to do business in Arizona and acceptable to Tanger. All such policies shall contain a provision requiring at least thirty (30) days' prior written notice to Tanger by the insurance company before the effective date of the cancellation of any such policy. All such policies shall name Tanger, and its lenders, if any, and their respective affiliates, officers, directors, partners, employees, agents and assigns as additional insureds. If the City elects to self insure, then any self insurance arrangements shall provide (a) reasonable assurances of worth and debt to asset ratio as evidentiary support that City can sustain such insurance coverage in the amounts listed herein and (b) additional insured status and shall respond in the same fashion as standard insurance policies, per the requirements of this paragraph. City shall deliver evidence of self insurance arrangements or Certificates of Insurance evidencing such coverage to Tanger upon execution of this Agreement. Renewals

thereof shall be delivered to Tanger at least thirty (30) days prior to the expiration of such policies.

13. City and Tanger agree that to the extent permitted by law, each party will indemnify, defend, save, and hold the other party harmless, including any of the party's departments, agencies, officers, employees, elected officials, or agents, from and against all loss, expense, damage, or claim of any nature whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance by the indemnifying party of any of the provisions of this Agreement. Each party hereby indemnifies the other against all liability, losses, and damages of any nature for, or on account of any injuries or death of persons or damages to, or destruction of, any property arising out of, or in any way connected with the performance or nonperformance of this Agreement, except to the extent that any loss, damage, expense, or liability is attributable to the negligent or willful acts and misconduct of that other party. Damages under this indemnity clause include, but are not limited to, damages incurred by any party, their departments, agencies, officers, employees, elected officials, or agents. In the event of an action, the damages covered by this indemnity shall include court costs, expenses for litigation, and reasonable attorneys' fees, provided however, such damages shall not include any consequential, special or punitive damages of any kind.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Tanger and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be governed and interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, and every other right,

remedy and responsibility of a Party, will survive for one (1) year following the expiration or the earlier termination of this Agreement.

- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement, provided however, a signature of either party transmitted by facsimile transmission or email shall have the same force and effect as an original signature. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable by a court of competent jurisdiction, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. The easements and the rights granted herein with respect to the Tanger Property are subject to all valid and existing restrictions, reservations, covenants, conditions, rights-of-way, easements and encumbrances, if any, all matters which would be disclosed by an accurate survey and by inspection of the property, and current year ad valorem taxes to the extent they are applicable to and enforceable against the Access Easement Areas and adjacent land.
16. Termination. This Agreement shall terminate on the earlier to occur of the following: (a) the date the City no longer leases, owns or controls the ADOT Lot; or (b) the tenth (10th) anniversary of the Effective Date, provided however, the City shall have the right to extend the term for two additional five (5) year periods upon written notice to Tanger, which notice must be received by Tanger no earlier than one hundred twenty (120) days and no later than sixty (60) days from the expiration of the then existing term.
17. This Agreement is subject to cancellation in accordance with A.R.S. § 38-511.
18. Each party certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, “scrutinized” business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

[Signatures to appear on following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Ed Beasley for
Ed Beasley, City Manager

ATTEST:

Darcie McCracken for
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall
Craig Tindall, City Attorney

Outlets at Westgate, LLC,

a Delaware limited liability company

By: Tanger Phoenix, LLC, its Managing Member

By: Tanger Devco, LLC, its Manager

By: Chad Wood
Its: Vice President

EXHIBIT A

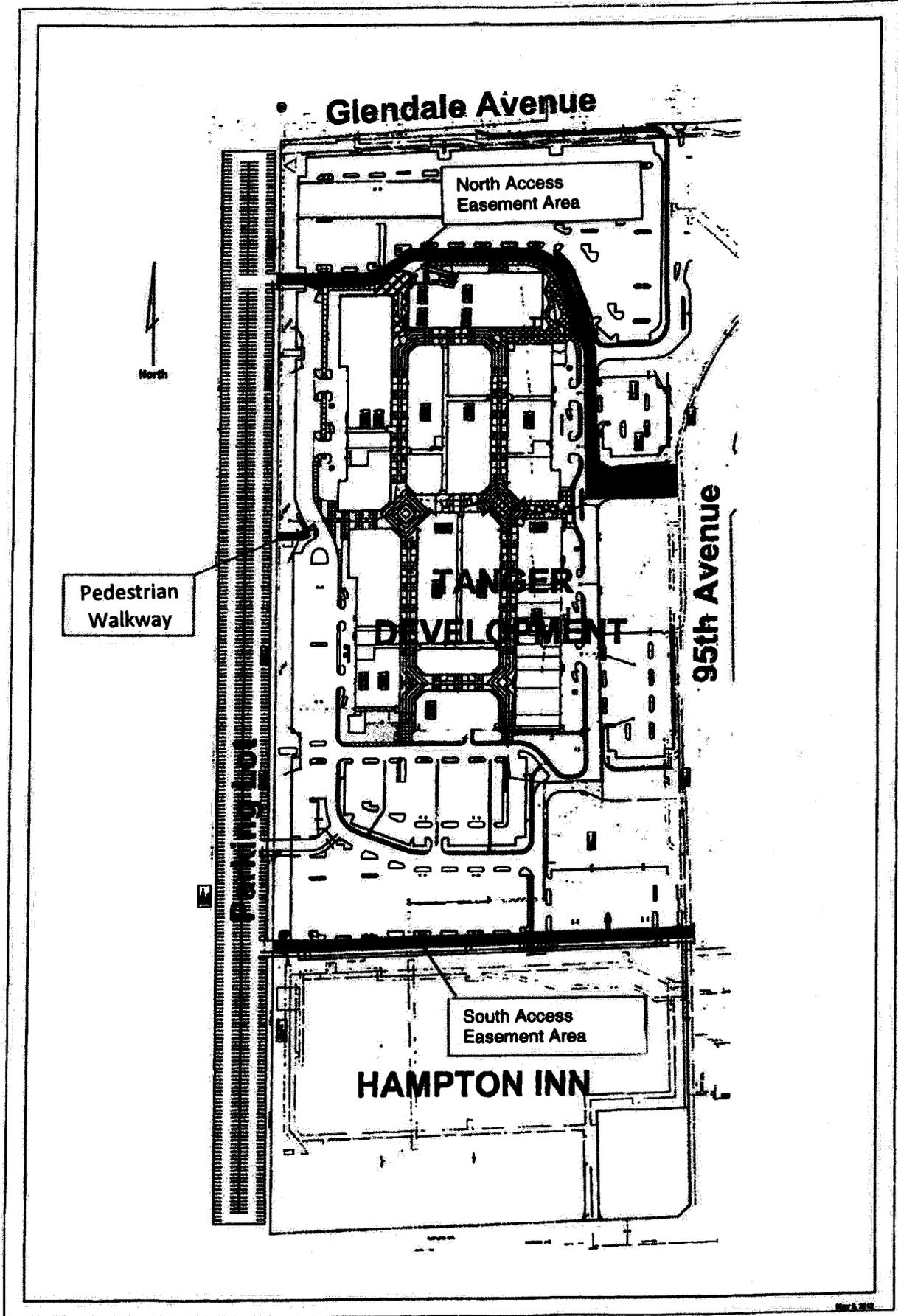
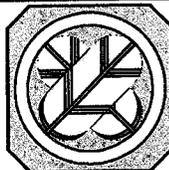
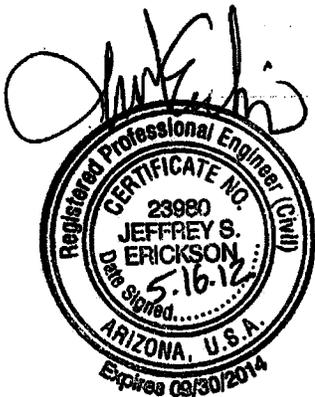


EXHIBIT B

A PORTION OF THE SW 1/4 OF SECTION 5
AND SE 1/4 OF SECTION 6, T2N, R1E
OF THE G. & S. R. B. & M.
MARICOPA COUNTY, ARIZONA



EME

Erickson & Meeks
Engineering, L.L.C.
13444 N. 32nd Street
Suite 6
Phoenix, Arizona 85032
Phone: (602) 569-6593
Fax: (602) 569-6493



N.T.S.

POINT OF COMMENCEMENT
NW COR. SECTION 9
T2N, R1E
FOUND BRASS CAP FLUSH

S87°56'15"W
1320.97'

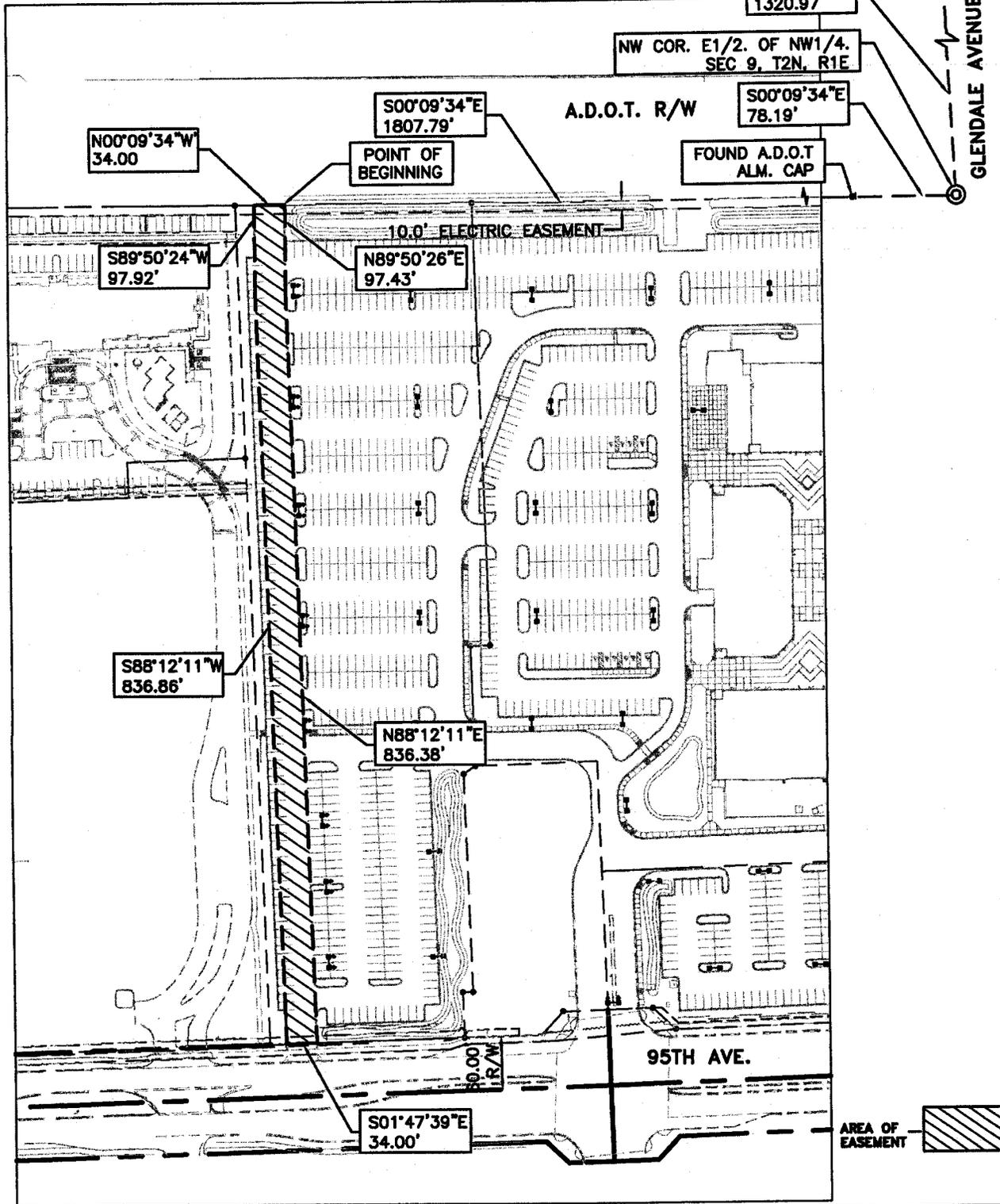
NW COR. E1/2. OF NW1/4.
SEC 9, T2N, R1E

S00°09'34"E
78.19'

A.D.O.T. R/W

FOUND A.D.O.T
ALM. CAP

GLENDALE AVENUE



**SOUTH ROADWAY ACCESS EASEMENT EXHIBIT
WESTGATE
GLENDALE, ARIZONA**

AREA OF EASEMENT

05/16/12

1 OF 1

South Access Easement
Tanger Outlets @ Glendale Westgate
GLENDALE, ARIZONA

DATE: May 16, 2012
JOB NO.: 211-023

AN EASEMENT FOR ACCESS OVER A PORTION OF LAND LOCATED WITHIN WESTGATE, A SUBDIVISION OF LAND AS RECORDED IN BOOK 745, PAGE 14, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING LOCATED IN A PORTION OF LAND LOCATED IN THE EAST HALF 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 THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST, A FOUND BRASS CAP;

THENCE NORTH 87 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1320.97 FEET, TO THE NORTHWEST CORNER OF THE EAST ½ OF THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST

THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, LEAVING THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 78.19 FEET, TO A FOUND "ADOT" ALUMINUM CAP ON THE ON THE ARIZONA DEPARTMENT OF TRANSPORTATION EASTERN RIGHT OF WAY OF THE LOOP 101 FREEWAY;

THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, ALONG THE EASTERN RIGHT OF WAY OF SAID ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, A DISTANCE OF 1807.79 FEET TO A POINT ON SAID EASTERN RIGHT OF WAY, AND TO THE **POINT OF BEGINNING** OF THE EASEMENT DESCRIBED AS FOLLOWS;

THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST, LEAVING SAID EASTERN RIGHT OF WAY OF LOOP 101 FREEWAY, A DISTANCE OF 97.43 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 11 SECONDS EAST, A DISTANCE OF 836.38 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF 95TH AVENUE;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, ALONG SAID WESTERN RIGHT OF WAY OF 95TH AVENUE, A DISTANCE OF 34.00 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 11 SECONDS WEST, LEAVING SAID WESTERN RIGHT OF WAY OF 95TH AVENUE, A DISTANCE OF 836.86 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS WEST, A DISTANCE OF 97.92 FEET, TO A POINT ON THE ARIZONA DEPARTMENT OF TRANSPORTATION EASTERN RIGHT OF WAY OF THE LOOP 101 FREEWAY;

THENCE NORTH 00 DEGREES 09 MINUTES 34 SECONDS WEST, ALONG THE EASTERN RIGHT OF WAY OF SAID ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, A DISTANCE OF 34.00 FEET TO THE **POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED.



EXHIBIT C

A PORTION OF THE SW 1/4 OF SECTION 5
AND SE 1/4 OF SECTION 6, T2N, R1E
OF THE G. & S. R. B. & M.
MARICOPA COUNTY, ARIZONA



N.T.S.



Erickson & Meeks
Engineering, L.L.C.
13444 N. 32nd Street
Suite 6
Phoenix, Arizona 85032
Phone: (602) 589-8593
Fax: (602) 589-8493

POINT OF COMMENCEMENT
NW COR. SECTION 9
T2N, R1E
FOUND BRASS CAP FLUSH

S87°56'15"W
1320.97'

NW COR. E1/2. OF NW1/4.
SEC 9, T2N, R1E

S00°09'34"E
78.19'

FOUND A.D.O.T
ALM. CAP

POINT OF
BEGINNING

N0°09'34"W
35.00'

S89°50'24"W
55.00'

A.D.O.T. R/W

6.0' ELECTRIC EASEMENT

N68°19'57"W
32.24'

N89°50'24"E
55.00'

85.00'
R/W

S47°37'42"W
24.45'

N86°23'11"E
42.08'

20.00'
DRAINAGE
EASE

S89°50'26"W
85.80'

N89°50'26"E
75.00'

S84°36'54"W
19.24'

N88°13'37"E
36.96'

S72°00'28"W
30.29'

N77°12'01"E
13.58'

S55°24'43"W
37.10'

N64°25'40"E
14.06'

S72°01'59"W
69.86'

N54°27'43"E
44.93'

S89°50'26"W
220.63'

N60°46'23"E
25.75'

N42°41'13"W
25.98'

N83°04'50"W
25.43'

N81°47'30"E
34.29'

N21°05'28"W
175.78'

N60°59'04"W
25.18'

N89°52'45"E
239.67'

N1°48'10"W
340.51'

S81°59'42"E
18.24'

S41°31'11"E
14.01'

S1°48'19"E
206.18'

S84°47'16"E
44.46'

S47°38'39"E
18.49'

S89°52'53"W
188.89'

S51°24'29"E
10.48'

S6°09'37"E
77.48'

S37°38'01"E
17.17'

S85°09'55"E
15.01'

N84°38'17"E
119.88'

S27°05'17"E
21.94'

S1°47'39"E
75.70'

S21°05'28"E
148.30'

95TH AVE.
60.00'
R/W

AREA OF
EASEMENT

NORTH ROADWAY ACCESS EASEMENT EXHIBIT
WESTGATE
GLENDALE, ARIZONA

05/16/12

1 OF 1

North Roadway Access Easement
Tanger Outlets @ Glendale Westgate
GLENDALE, ARIZONA

DATE: May 16, 2012
JOB NO.: 211-023

AN EASEMENT FOR ACCESS OVER A PORTION OF LAND LOCATED WITHIN WESTGATE, A SUBDIVISION OF LAND AS RECORDED IN BOOK 745, PAGE 14, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING LOCATED IN A PORTION OF LAND LOCATED IN THE EAST HALF 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 THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST, A FOUND BRASS CAP;

THENCE NORTH 87 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1320.97 FEET, TO THE NORTHWEST CORNER OF THE EAST ½ OF THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST

THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 78.19 FEET, TO A FOUND "ADOT" ALUMINUM CAP ON THE ON THE EASTERN ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY OF THE LOOP 101 FREEWAY;

THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, ALONG THE EASTERN RIGHT OF WAY OF SAID ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, A DISTANCE OF 299.76 FEET TO A POINT ON SAID EASTERN RIGHT OF WAY, AND TO THE **POINT OF BEGINNING** OF THE EASEMENT DESCRIBED AS FOLLOWS;

THENCE NORTH 89 DEGREES 50 MINUTES 24 SECONDS EAST, LEAVING SAID EASTERN RIGHT OF WAY OF LOOP 101 FREEWAY, A DISTANCE OF 55.00 FEET;

THENCE NORTH 86 DEGREES 23 MINUTES 11 SECONDS EAST, A DISTANCE OF 42.08 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST, A DISTANCE OF 75.00 FEET;

THENCE NORTH 88 DEGREES 13 MINUTES 37 SECONDS EAST, A DISTANCE OF 36.96 FEET;

THENCE NORTH 77 DEGREES 12 MINUTES 02 SECONDS EAST, A DISTANCE OF 13.58 FEET;

THENCE NORTH 64 DEGREES 25 MINUTES 40 SECONDS EAST, A DISTANCE OF 14.06 FEET;

THENCE NORTH 54 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 44.93 FEET;

THENCE NORTH 60 DEGREES 46 MINUTES 23 SECONDS EAST, A DISTANCE OF 25.75 FEET;

THENCE NORTH 81 DEGREES 47 MINUTES 30 SECONDS EAST, A DISTANCE OF 34.29 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 239.67 FEET;

THENCE SOUTH 81 DEGREES 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 18.24 FEET;

THENCE SOUTH 64 DEGREES 47 MINUTES 16 SECONDS EAST, A DISTANCE OF 44.46 FEET;
THENCE SOUTH 47 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 18.49 FEET;
THENCE SOUTH 37 DEGREES 38 MINUTES 01 SECONDS EAST, A DISTANCE OF 17.17 FEET;
THENCE SOUTH 27 DEGREES 05 MINUTES 17 SECONDS EAST, A DISTANCE OF 21.94 FEET;
THENCE SOUTH 21 DEGREES 05 MINUTES 28 SECONDS EAST, A DISTANCE OF 148.30 FEET;
THENCE SOUTH 06 DEGREES 09 MINUTES 37 SECONDS EAST, A DISTANCE OF 77.48 FEET;
THENCE SOUTH 01 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 206.18 FEET;
THENCE SOUTH 41 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 14.01 FEET;
THENCE SOUTH 51 DEGREES 24 MINUTES 29 SECONDS EAST, A DISTANCE OF 10.48 FEET;
THENCE SOUTH 85 DEGREES 09 MINUTES 55 SECONDS EAST, A DISTANCE OF 15.01 FEET;
THENCE NORTH 84 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 119.88 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF 95TH AVENUE;
THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, ALONG THE WESTERN RIGHT OF WAY OF SAID 95TH AVENUE, A DISTANCE OF 75.70 FEET;
THENCE SOUTH 89 DEGREES 52 MINUTES 53 SECONDS WEST, LEAVING SAID WESTERN RIGHT OF WAY OF 95TH AVENUE, A DISTANCE OF 188.89 FEET;
THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, A DISTANCE OF 340.51 FEET;
THENCE NORTH 21 DEGREES 05 MINUTES 28 SECONDS WEST, A DISTANCE OF 175.78 FEET;
THENCE NORTH 42 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 25.98 FEET;
THENCE NORTH 60 DEGREES 59 MINUTES 04 SECONDS WEST, A DISTANCE OF 25.18 FEET;
THENCE NORTH 83 DEGREES 04 MINUTES 50 SECONDS WEST, A DISTANCE OF 25.43 FEET;
THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST, A DISTANCE OF 220.63 FEET;
THENCE SOUTH 72 DEGREES 01 MINUTES 59 SECONDS WEST, A DISTANCE OF 69.86 FEET;
THENCE SOUTH 55 DEGREES 24 MINUTES 43 SECONDS WEST, A DISTANCE OF 37.10 FEET;
THENCE SOUTH 72 DEGREES 00 MINUTES 28 SECONDS WEST, A DISTANCE OF 30.29 FEET;
THENCE SOUTH 84 DEGREES 36 MINUTES 54 SECONDS WEST, A DISTANCE OF 19.24 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST, A DISTANCE OF 85.80 FEET;

THENCE SOUTH 47 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 24.45 FEET;

THENCE NORTH 68 DEGREES 19 MINUTES 57 SECONDS WEST, A DISTANCE OF 32.24 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.00 FEET, TO A POINT ON THE EASTERN ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY OF THE LOOP 101 FREEWAY;

THENCE NORTH 00 DEGREES 09 MINUTES 34 SECONDS WEST, ALONG THE EASTERN RIGHT OF WAY OF SAID ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED.



Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20120583694,07/03/2012 02:43,
C8089-18-1-1--,N

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 8089
(Agreement for Access Easements)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)