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WALKER
PARKING CONSULTANTS

WALKER PARKING CONSULTANTS
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Greenwood Village, CO 80111

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February 12, 2009

Sam Toporek
Senior Vice President
The Ellman Companies
6770 North Sunrise Blvd, Suite 220
Glendale, AZ 85305

Re: *Proposal to Provide Parking Consulting Services*
Glendale Sports & Entertainment District Paid Parking Study
Glendale, AZ

Dear Mr. Toporek:

Walker Parking Consultants ("Walker") is pleased to present the following proposal to complete the *Glendale Sports & Entertainment District Paid Parking Study* per our proposal submitted to the City of Glendale on December 12, 2008. It is our understanding that the City and District Partners selected Walker to complete this study. Coyote Center Development, LLC, one of the District Partners, will be the direct client for this engagement and will be responsible for paying the agreed upon fees. Coyote Center Development will be reimbursed for the study by other District members.

SCOPE AND SCHEDULE

The project approach, detailed scope of work, and schedule for this engagement is outlined in our December 12, 2008 proposal. A copy of the scope and schedule section is included as an attachment to this letter. The schedule for this project is twelve weeks from our initial kick-off meeting, assuming that all requested data is supplied in a timely fashion.

FEES

Walker Parking Consultants agrees to perform the referenced services (per the attachment) for a lump sum fee of $69,900 plus reimbursable expenses. The breakdown of this fee by task is as follows:

- Task #1: $ 20,400
- Task #2: $ 23,200
- Task #3: $ 26,300

To the extent possible, all meetings in Task #1 will be grouped together to reduce travel costs to the client. Walker's proposed budget includes one kick-off meeting, one final presentation, and up to two additional trips to cover the four stakeholder meetings.

Direct expenses incurred during services (for travel, reproduction, toll calls, postage/delivery, etc.) shall be reimbursed at cost plus 15% in addition to our above fees. We suggest budgeting approximately $7,000 for reimbursable expenses. Any additional services which you request and authorize, including additional site visits, will be performed at our standard hourly rates for consulting services, or for a mutually agreeable lump sum fee. Fees and expenses will be billed monthly based on the work completed. Hourly fees will be based on the attached rate schedule. All other terms and conditions will be in accordance with our original proposal document (December 12, 2008) and the attached General Conditions of Agreement document.

We look forward to working with you on this project. Thank you very much for selecting our firm.

Sincerely,
WALKER PARKING CONSULTANTS

Jeremiah J. Simpson
Parking Consultant

Enclosure: Project Understanding and Approach
Project Schedule
2009 Parking Consulting Billing Rates
General Conditions of Agreement for Consulting Services

AUTHORIZATION

Trusting that the above proposal meets with your approval, please sign and return one copy signifying your acceptance and authorizing us to proceed.

Coyote Center Development, LLC

Accepted by: Sam Toporek

Title: Senior Vice President

Date: 2/12/09

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