CITY CLERK
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C-9126
07/02/2014

LICENSE AGREEMENT

THIS LICENSE ("License"), effective as of the 2nd day of July, 2014, is by and between the City of Glendale, an Arizona Municipal Corporation ("City") and Arizona Cardinals Football Club LLC (the "Club").

WITNESSETH:

In consideration of the mutual covenants and agreements given and exchanged, the parties declare, covenant and agree as follows:

1. **Premises.**

The Club grants to City this License to use certain real property and improvements in Glendale, Arizona (hereinafter referred to as the "Premises"), as more particularly described in Exhibit A attached to this License.

2. **Term.**

This License is effective upon execution of the License by both parties, but City's permission to access and use the Premises will commence no earlier than four (4) hours prior to the commencement of the game between the Arizona Cardinals and the Houston Texans on August 9, 2014 (the "August 9 Cardinals Game"). The License and the permission to access and use the Premises shall terminate two (2) hours after the end of the August 9 Cardinals Game. The License and the permission to access and use the Premises shall automatically terminate if the City fails to pay the License Fee (as defined below) when due.

3. **License Fee; Parking Plan for August 9 Cardinals Game.**

In exchange for the use of the Premises as contemplated by this Agreement, the City (a) shall pay to the Club the amount of Twenty Seven Thousand Five Hundred Dollars ($27,500.00) (the "License Fee") no later than August 1, 2014 and (b) shall provide parking for the August 9 Cardinals Game in accordance with the parking plan attached to this Agreement as Exhibit B.

4. **Use of Premises.**

4.1 Reference is made to the Amended and Restated Parking License and Agreement with Covenants, Conditions and Restrictions (as amended, the "Parking License") dated as of August 15, 2005 among Arizona Sports and Tourism Authority (the "Authority"), the City, the Club and certain affiliates of the Club. Pursuant to Section 2.3.7 of the Parking License and Section 4.2(a) of the MOA (as defined in the Parking License), the City will provide the Premises to the Authority for parking to serve the August 9 Cardinals Game (the "Permitted Use"). The City shall have no right to

make any other use of the Premises. The Club is willing to make the Premises available for parking for the August 9 Cardinals Game on a one-time basis only, subject to all of the terms and conditions in this Agreement. The City shall not assume that the Club will be willing to make available parking on the Premises for any other event in the future.

4.2 City shall promptly comply with all statutes, laws, ordinances, orders and regulations promulgated by any and all appropriate governmental authorities affecting the Premises and the cleanliness, safety, occupation and use of the Premises.

5. Insurance and Indemnity.

Insurance and indemnification in connection with the Permitted Use shall be provided as set forth in the Parking License. The parties' rights and obligations with respect to insurance and indemnification shall survive the expiration or termination of the License.

6. Notices.

All notices, demands, consents, requests, attachments or designations by either party to the other shall be in writing and shall be sufficiently given and served on the other party if both (1) sent by certified mail, return receipt requested, postage prepaid, deposited in the United States mail, and (2) e-mailed and addressed as follows:

THE CLUB	CITY
Arizona Cardinals 8701 S. Hardy Drive Tempe, AZ 85284	City of Glendale 5850 W. Glendale Avenue Glendale, Arizona 85301
Attn: Ron Minegar Attn: General Counsel	Attn: Cathy Colbath e-mail: ccolbath@glendaleaz.com

All such notices shall be effective three (3) days following deposit in the United States mail. Any method of hand delivery shall be effective upon delivery to any person at City or Licensee's address shown above, or to Licensee upon delivery to any employee of Licensee at the Premises.

7. Miscellaneous.

7.1 This License contains the entire understanding and agreement of the parties hereto with respect to the Permitted Use, and all prior negotiations and understandings concerning the Permitted Use are superseded hereby and merged in this License. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee concerning the Permitted Use, except as specifically set forth herein.

7.2 The relationship of the parties hereto is solely that of City and Licensee and, under no circumstances shall the parties hereto be considered as partners or joint venturers.

7.3 This License shall be construed in accordance with and governed by the laws of the State of Arizona.

7.4 This Agreement may be cancelled pursuant to A.R.S. § 38-511.

7.5 This Agreement relates only to the August 9 Cardinals Game. Nothing in this Agreement shall constitute an amendment, modification or waiver of any provision of the Parking License, DDA (as defined in the Parking License), MOA (as defined in the Parking License), Agreement Regarding 2013 Westgate Parking and Litigation Standstill or any other document or of any other right or remedy.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this License on the date first appearing above.

CITY OF GLENDALE

City Attorney

City Clerk

Brenda S. Fischer
City Manager

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: _____
Name: David M. Koeninger
Title: General Counsel

Exhibit A

Legal Description of Premises

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;

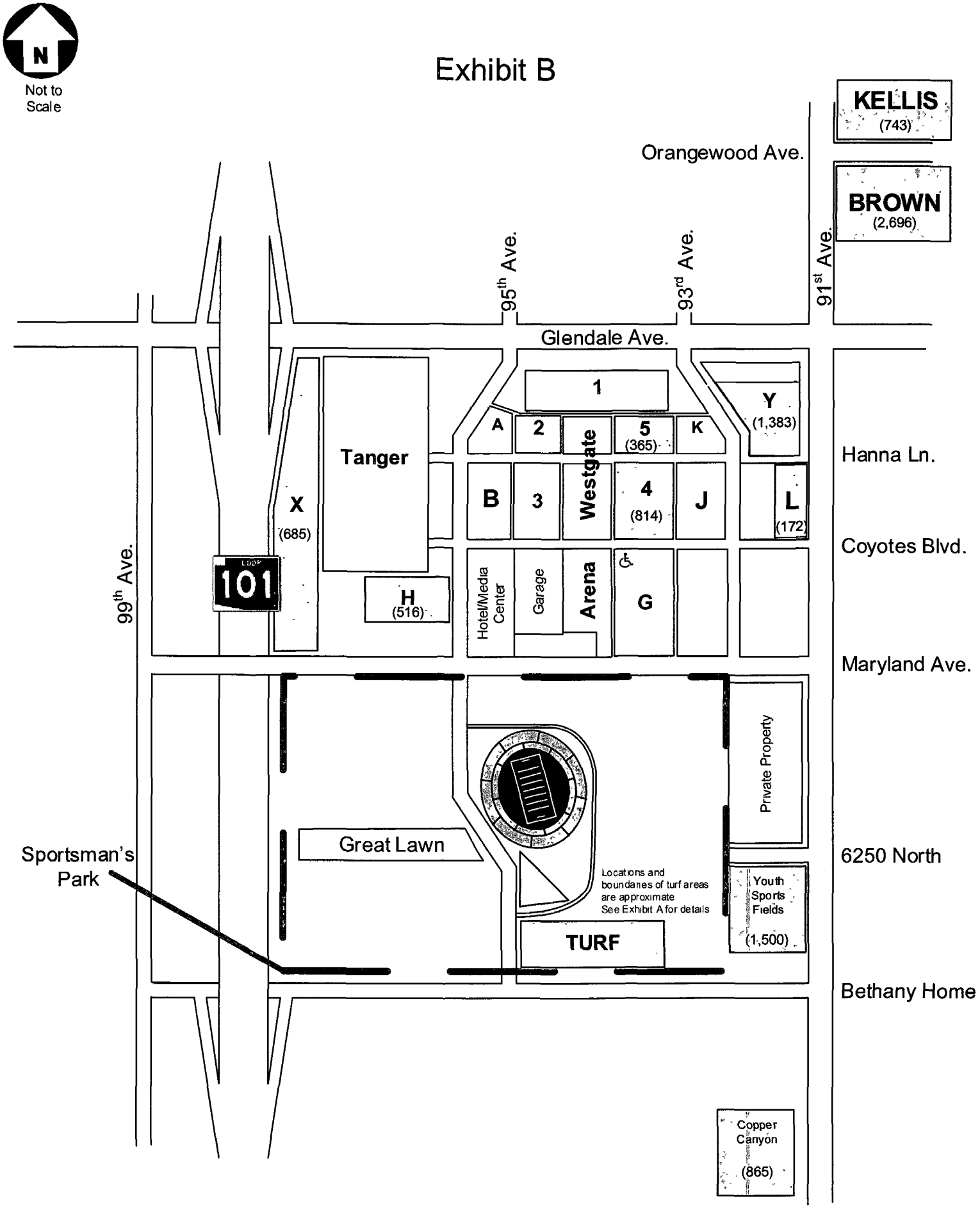
Thence North 90 degrees 00 minutes 00 seconds West a distance of 675.69 feet to a point on the easterly right-of-way line of said 95th Avenue;

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.

Exhibit B



August 9, 2014
Parking for Cardinals Game

6/18/2014