

**SITE LEASE PARTIAL TERMINATION AGREEMENT**

This Site Lease Partial Termination Agreement ("Agreement") is entered into between City of Glendale, Arizona ("GroundLessor") and Bank of America, National Association (successor by merger to LaSalle Bank National Association, a national banking association) ("GroundLessee").

WHEREAS, GroundLessor and GroundLessee are parties to that certain Site Lease dated June 28, 2000, and recorded April 20, 2001 in Document No. 2001-0319707, records of the Maricopa county recorder, Arizona (the "Lease"); and

WHEREAS, the parties now desire to provide for the partial termination of the Lease, only as to that portion of the property described in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. Termination.** The parties agree that the Lease is hereby mutually terminated in all regards as to the property described in Exhibit A herein. That portion is being conveyed to Maricopa County, a political subdivision of the State of Arizona and that said property is to be conveyed free of any rights or interest of either the GroundLessor or GroundLessee. The parties also agree that this termination is in regard to any rights or interest in the "equipment and property lease/purchase agreement dated as of June 28, 2000" as disclosed in the above mentioned Site lease.

**2. Mutual Release.** GroundLessor releases, discharges and waives any claims known or unknown, against GroundLessee, its successor, assigns, officers or directors, arising out of or in any way connected with the Lease through the date hereof as to the property herein, and GroundLessee releases, discharges and waives any claims, known or unknown, against the GroundLessor, its successors, assigns, officers or directors, arising out of or in anyway connected with the Lease through the date hereof as to the property herein.

**3. Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

**4. Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof.

**5. Arizona Law; Illegality.** This Agreement shall be governed by the laws of the State of Arizona. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the 24th day of September, 2014.

City of Glendale, Arizona

Bank of America, National Association  
(successor by merger to LaSalle Bank National Association)

Ground Lessor:

Ground Lessee:

B. Fischer

[Signature]

By: Brenda S. Fischer

By: [Signature]

Title: City Manager

Title: Vice President

**ATTEST:**

[Signature]

Approved as to form City Clerk

[Signature]  
City Attorney

## EXHIBIT "A"

### Parcel No. 1

A parcel of land situated in a portion of Lot 1 of Section 1, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of the property described in Instrument No. 1991-0475093 in the Maricopa County Recorder's Office, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 1, bearing South 89 degrees 06 minutes 00 seconds East, a distance of 2655 35 feet from the North quarter corner of said Section 1,

THENCE North 89 degrees 06 minutes 00 seconds West, along the North line of said Section 1, a distance of 33.00 feet,

THENCE departing said North line, South 00 degrees 09 minutes 55 seconds West, along a line parallel with and 33 feet West of the East line of said Section 1, a distance of 40.00 feet to a point on the South right-of-way line of Northern Avenue, being a POINT OF BEGINNING,

THENCE continuing South 00 degrees 09 minutes 55 seconds West, a distance of 10.00 feet;

THENCE North 89 degrees 06 minutes 00 seconds West, along a line parallel with and 50 feet South of the North line of said Section 1, a distance of 1294.34 feet;

THENCE North 00 degrees 13 minutes 07 seconds West, a distance of 10.00 feet to a point on the South right-of-way line of Northern Avenue;

THENCE South 89 degrees 06 minutes 00 seconds East along said right-of-way line, a distance of 1294 40 feet to the POINT OF BEGINNING.

### Parcel No. 2

A parcel of land situated in a portion of the Northwest quarter of Section 6, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of the property described in Lease Agreement recorded in Docket 10111, Page 112, in the Maricopa County Recorder's Office, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6, bearing North 89 degrees 26 minutes 00 seconds East, a distance of 2597.64 feet from the Northwest corner of said Section 6,

THENCE South 00 degrees 19 minutes 56 seconds West, along the North-South midsection line of said Section 6, a distance of 40 00 feet to a point on the South right-of-way line of Northern Avenue, being the POINT OF BEGINNING;

THENCE continuing South 00 degrees 19 minutes 56 seconds West along said midsection line, a distance of 10 00 feet,

THENCE departing said midsection line, South 89 degrees 26 minutes 00 seconds West, along a line parallel with and 50 feet South of the North line of said Section 6, a distance of 2564.49 feet;

THENCE North 00 degrees 09 minutes 55 seconds East, along a line parallel with and 33 feet East of the West

line of said Section 6, a distance of 10.00 feet;

THENCE North 89 degrees 26 minutes 00 seconds East along said right-of-way line, a distance of 2564 52 feet to the POINT OF BEGINNING.