

**CITY CLERK
ORIGINAL**

C-5575
11/29/05

LOTS 7 AND 14A TEMPORARY PARKING LICENSE AGREEMENT

THIS LOTS 7 AND 14A TEMPORARY PARKING LICENSE AGREEMENT (the "License") is made and entered into effective as of Nov. 29, 2005 (the "Effective Date"), by and between **THE CITY OF GLENDALE**, a municipal corporation (the "City"), **COYOTE CENTER DEVELOPMENT, L.L.C.**, a Delaware limited liability company ("CCD"), **ARENA MANAGEMENT GROUP, LLC**, a Delaware limited liability company (the "Arena Manager"), and **COYOTES HOCKEY, LLC**, a Delaware limited liability company (the "Team").

RECITALS

A. The City, CCD, the Arena Manager, and the Team are parties to that certain *Real Property Purchase Agreement* dated Nov 29, 2005 (the "Purchase Agreement").

B. The Recitals set forth in the Purchase Agreement are hereby incorporated in this License.

C. The reconveyance terms of the deed conveying Lots 7 and 14A from the City to CCD (Exhibit H to the Purchase Agreement) are incorporated in this License.

D. The reconveyance terms of the deed conveying Lot 16 from CCD to the City (Exhibit B to the Purchase Agreement) are incorporated in this License.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree as follows:

1. Recitals and Defined Terms. The Recitals recited above are true and correct and are incorporated herein. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed thereto in the Purchase Agreement and by reference in the Purchase Agreement to other agreements.

2. Grant of License. In order to permit CCD to meet its obligations to provide replacement parking for the surface parking spaces that are and could be provided on Lots 7 and 14A and that will be lost as a result of the Housing Project, the City hereby grants to CCD a temporary, non-revocable, and exclusive license to use CCD's Lot 12F and the southern ½ of Lot 12A (the "License Area," as described in Exhibit 1, attached hereto) for up to 2,500 temporary replacement surface parking spaces. The License shall be for the sole purpose of allowing CCD, the Arena Manager and the Team to park standard-sized automobiles in the License Area on the same terms and conditions as are applicable to the use of Lots 7, 10 and 14A. The License Area shall be used for no other purpose including, without limitation, storage of vehicles, overnight vehicle parking, repairing, servicing, or working on any vehicles, or long-term parking of any vehicles. From and after the Effective Date, Arena Manager shall take all actions necessary for the management and operation of the License Area in a manner consistent with (but no less

stringent than) its management responsibilities for the Parking Land and Parking Improvements, as set forth in the Arena Management Agreement.

3. Term. The term (the “**Term**”) of the License shall commence on the Effective Date and, unless sooner terminated pursuant to the terms set forth herein, shall automatically expire three years from the Effective Date without further action required by any party hereto.

4. Termination. This License shall terminate automatically upon the expiration of the Term (Section 3, above) or the earlier to occur of the following: (i) at the election of the City, upon any breach of this License and/or the Purchase Agreement (after applicable notices and cure periods) by CCD, the Arena Manager and/or the Team; (ii) reconveyance by the City of the Property to CCD, less the portion of the Property previously reconveyed by the City to CCD pursuant to the Purchase Agreement and the deed for the Property; (iii) reconveyance by CCD of Lots 7 and 14A to the City, pursuant to the Purchase Agreement and the deed from the City to CCD conveying Lots 7 and 14A; or (iv) at the request of CCD and on the date requested by CCD (as to which CCD must have provided 90 days prior notice to the City and after the Parking Facility at the Hotel Site has been placed in service); provided, City approved permanent replacement parking (Permanent Replacement Parking) for 1,440 parking spaces has been provided by CCD transferred title thereto has been transferred to the City and is open for use, all in accordance with the Mixed-Use Agreement, the Arena Management Agreement, the Safety and Security Agreement and the Purchase Agreement.

5. Operational/Maintenance Provisions with Respect to License Area.

(a) Operational and Maintenance Agreements. All operational and maintenance requirements applicable to Lots 7, 10 and 14A as set forth in the Arena Development Agreement, the Arena Management Agreement, the Mixed-Use Agreement and the Safety and Security Agreement apply to the License Area, without interruption. Notwithstanding the foregoing, Lot 10 parking area lighting may, in the Arena Manager’s direction, be removed by the Arena Manager (at no cost to the City) from Lot 10 (when parking is discontinued on Lot 10) and installed at the License Area, subject to City approval of design and installation. Whether Lot 10 parking area lighting is or is not installed by the Arena Manager at the License Area, adequate temporary lighting of the License Area, subject to City approval, is required. In addition, the License Area need only receive a black top or other appropriate surface with a 3-year life, as approved by the City. Appropriate signage, striping for up to 2,500 spaces, vehicle rights-of-way and pedestrian walkways to, from and within with the License Area and appropriate signage, vehicle rights-of-way and pedestrian walkways to, from and within the License Area and the Glendale Arena at Westgate, shall be provided by CCD, the Arena Manager and the Team, subject to approval by the City.

(b) Indemnification. So long as the License is in effect, each of CCD, the Arena Manager, and the Team shall each defend, indemnify, and hold harmless the City and its respective agents, employees, officers, and directors for, from, and against any claim or loss (including, without limitation, reasonable attorneys’ fees) or causes of action, suits, claims, demands, and judgments of any nature or description whatsoever arising from its respective breaches of this License. The indemnification obligations set forth herein shall survive the termination or expiration of this License.

(c) Insurance. So long as the License is in effect, each of CCD the Arena Manager and the Team shall, at their sole cost and expense, obtain and maintain or cause to be obtained and maintained in full force and effect, the liability insurance coverages for the uses of the License Area intended by this License in accordance with requirements of the Management Agreement, the Mixed-Use Agreement and the Safety and Security Agreement, as are required of the parties with respect to Parking Land and Parking Improvements.

6. Parking Spaces. The parties understand that, pursuant to the Purchase Agreement, Lots 7, 10 and 14A surface parking for the Arena and Westgate will be lost. With respect to Lot 10, surface parking will be lost from the date use of Lot 10 is required in connection with the construction of the Hotel Project and until the Parking Facility at the Hotel Project is available for use – at which time the parking spaces in Lot 10 will be deemed to have been permanently replaced by the Parking Facility. With respect to Lots 7 and 14A, parking will be lost from the date the use of Lots 7 and 14A, together with Lot 6A, are required in connection with development of such property for the Housing Project. The City, by this License, is permitting the use of temporary parking at the License Area. The number of spaces at the License Area at any time from on and after the Effective Date (not to exceed 2,500) shall be in use as needed and the number of surface parking spaces will approximately equal the total number of surface parking spaces lost on Lots 7, 10 and 14A (as and when such spaces are lost). At such time as the Parking Facility at the Hotel Project is put in service, the temporary parking spaces at the License Area may be reduced to the number of spaces required in order for there to be no less than 5,500 parking spaces less 1,200 parking spaces on Parking Land with Parking Improvements at Westgate.

7. Permanent Replacement Parking. Upon the expiration of this License in accordance with Section 3, above, or its earlier termination in accordance with Section 4(iv), above, CCD shall have provided and transferred title to the City Permanent Replacement Parking (On-Site Parking Replacement or Off-Site Parking Replacement) for 1,440 parking spaces in accordance with the Purchase Agreement and the Mixed-Use Agreement.

8. Alternative Temporary Parking. If during the Term, CCD obtains binding commitments to develop the License Area (in whole or in part) and prior to such development, CCD may propose to the City and the City will reasonably consider approval of alternative temporary parking at Westgate on land owned by CCD, provided such alternative temporary parking is in approximately the same proximity to the Glendale Arena as the License Arena spaces required for development and; provided further, that such alternative temporary parking will be improved in the same manner provided herein for the License Area. Such alternative temporary parking will be placed in service prior to parking being discontinued at the License Area (in whole or in part). All of the terms and conditions of this License shall apply to such alternative temporary parking, including the remaining Term and requirements for Permanent Replacement Parking. Alternative temporary parking, if approved, will be at no cost to the City.

9. Restoration of the License Area. At the expiration of the Term or the termination of the License for any reason, the City may require that the License Area be restored to the same condition as existed on the Effective Date; provide, however, that if CCD has obtained and provided to the City a binding agreement for the development of License Area (or any part thereof) in accordance with the Mixed-Use Agreement and such development will and

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

To CCD: Steven Ellman
Coyote Center Development, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

with copy to: Robert P. Kaufman
General Counsel
Coyote Center Development, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

To the Arena Manager: Steven Ellman
Arena Management Group, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

with copy to: Robert P. Kaufman
General Counsel
Arena Management Group, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

To the Team: Steven Ellman
Coyotes Hockey, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

with copy to: Robert P. Kaufman
General Counsel
Coyotes Hockey, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

Any party hereto may from time to time, by notice given to the other parties hereto pursuant to the terms of this Section, change the address to which notices, disclosures, demands, consents,

approvals, statements, requests, responses, acknowledgements and invoices to such party are to be sent or designate one or more additional persons to whom notices, disclosures, demands, consents, approvals, statements, requests, responses, acknowledgements and invoices are to be sent.

13. General Provisions.

(a) The waiver of any breach of performance under this License shall not be deemed to be a waiver of any other or any subsequent breach of performance under this License or any other agreement to which the parties are a part.

(b) Neither CCD, Arena Manager, or Team may assign or transfer their rights and obligations hereunder or under the Arena Development Agreement, Arena Management Agreement, Mixed-Use Agreement, Safety and Security Agreement and the Purchase Agreement in any manner or at any time without the prior written consent of City which may be given or withheld in City's sole and absolute discretion. In the event CCD, Arena Manager or Team attempt to assign or transfer any or all of their rights or obligations hereunder or under the Arena Development Agreement, Arena Management Agreement, Mixed-Use Agreement and Safety and Security Agreement without City's prior written consent as provided above, such attempted assignment or transfer shall be void, shall be a default hereunder, and at the City's election, shall terminate this License and entitle the City to all remedies at law or in equity.

(c) The City shall not assign or transfer their rights and obligations hereunder or under the Arena Development Agreement, Arena Management Agreement, Mixed-Use Agreement and Safety and Security Agreement in any manner or at any time without the prior written consent of CCD, the Arena Manager or the Team which may be given or withheld in CCD's, the Arena Manager's or the Team's sole and absolute discretion. In the event the City attempts to assign or transfer any or all of their rights or obligations hereunder or under the Arena Development Agreement, Arena Management Agreement, Mixed-Use Agreement and Safety and Security Agreement without CCD's, the Arena Manager's or the Team's prior written consent as provided above, such attempted assignment or transfer shall be void, shall be a default hereunder, and at CCD's, the Arena Manager's or the Team's election, shall terminate this License and entitle CCD, the Arena Manager or the Team to all remedies at law.

(d) Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions hereof. This License shall be governed by Arizona law and shall be binding upon the parties hereto and their respective successors and assigns.

(e) This License may be executed in one or more counterparts and all counterparts shall be valid and binding on the party executing them and all counterparts shall together constitute one and the same document for all purposes.

(f) Should any litigation or administrative proceeding be commenced between the parties hereto concerning this License, or the rights and duties of either party in relation thereto, the party prevailing in such litigation or proceeding, shall be entitled, in addition to such other relief as may be granted, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed and delivered as of the date first set forth above.

CITY:

CITY OF GLENDALE, a municipal corporation

By: *Ed Beasley*
Name: *ED BEASLEY*
Its: *CITY MGR*

APPROVED AS TO FORM:

[Signature]
Craig D. Tindall, City Attorney

ATTEST:

[Signature]
Pamela Hanna, City Clerk

CCD:

COYOTE CENTER DEVELOPMENT, L.L.C.,
a Delaware limited liability company

By: Coyote Holdings LLC, a Delaware
limited liability company

By: _____
Name: _____
Its: _____

ARENA MANAGER:

ARENA MANAGEMENT GROUP, LLC,
a Delaware limited liability company

By: Arena Management Services, Inc.,
an Arizona corporation,
its manager

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed and delivered as of the date first set forth above.

CITY:

APPROVED AS TO FORM:

CITY OF GLENDALE, a municipal corporation

Craig D. Tindall, City Attorney

By: _____

Name: _____

Its: _____

ATTEST:

Pamela Hanna, City Clerk

CCD:

COYOTE CENTER DEVELOPMENT, L.L.C.,
a Delaware limited liability company

By: Coyote Holdings LLC, a Delaware
limited liability company

By: 

Name: Paul W. [unclear]

Its: Sr. Vice - President

ARENA MANAGER:

ARENA MANAGEMENT GROUP, LLC,
a Delaware limited liability company

By: Arena Management Services, Inc.,
an Arizona corporation,
its manager

By: 

Name: Tim [unclear]

Its: Sr. Vice - President

TEAM:

COYOTES HOCKEY, LLC,
a Delaware limited liability company

By: Arizona Hockey Management, Inc.,
an Arizona corporation,
its manager

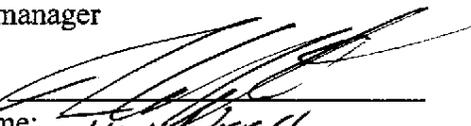
By: 
Name: Jim Wright
Its: Sales - President

Exhibit "1" to License Agreement

Legal Description of Lot 12F and Southern ½ of Lot 12A

LOT 12F AND THE SOUTHERN ½ OF LOT 12A OF THE FINAL PLAT FOR WESTGATE ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED MAY 2, 2005 IN BOOK 745, PAGE 14 OF OFFICIAL RECORDS.