

CITY CLERK  
ORIGINAL

C-3522-3  
06/06/2014

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment") is executed as of ~~March~~ <sup>June</sup> 6, 2014, by LUND CADILLAC, L.L.C., an Arizona limited liability company ("Assignor"), and BCC DEVELOPMENT, INC., an Arizona corporation ("Assignee"). Assignor and the City of Glendale, an Arizona municipality, are parties to that certain License Agreement (Permission to Use City Right of Way) dated February 3, 2005 (the "License Agreement"). Assignor hereby transfers and assigns to Assignee, without any representation or warranty of any kind whatsoever, any and all right, title and interest which Assignor may have in the License Agreement. Assignee hereby assumes the obligations of Assignor under the License Agreement arising from and after the date hereof. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, losses, costs, damages and obligations (including, without limitation, reasonable attorneys' fees and expenses) arising under the License Agreement before the date hereof. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, losses, costs, damages and obligations (including, without limitation, reasonable attorneys' fees and expenses) arising under the License Agreement from and after the date hereof.

ASSIGNOR:

LUND CADILLAC, L.L.C.,  
an Arizona limited liability company

By \_\_\_\_\_  
John R. Lund  
Its Member

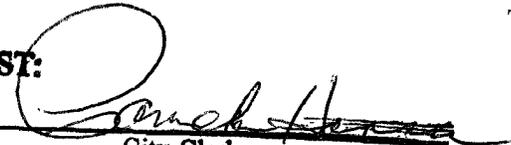
ASSIGNEE:

BCC DEVELOPMENT, INC.,  
an Arizona corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

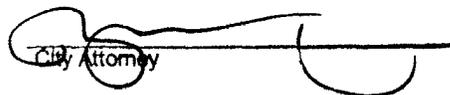
ASSIGNMENT AND ASSUMPTION APPROVED BY  
THE CITY OF GLENDALE:

ATTEST:

  
\_\_\_\_\_  
City Clerk

By   
Name BRENDA S. FISCHER  
Its CITY MANAGER

Approved as to form

  
\_\_\_\_\_  
City Attorney

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**ASSIGNOR:**

LUND CADILLAC, L.L.C.,  
an Arizona limited liability company

By \_\_\_\_\_  
John R. Lund  
Its Member

**ASSIGNEE:**

BCC DEVELOPMENT, INC.,  
an Arizona corporation

By \_\_\_\_\_  
Larry Van Tuyl  
Its President

**ASSIGNMENT AND ASSUMPTION APPROVED BY  
THE CITY OF GLENDALE:**

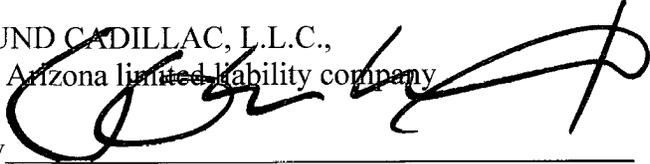
By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

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LUND CADILLAC, L.L.C.,  
an Arizona limited liability company

By   
\_\_\_\_\_  
John R. Lund  
Its Member

ASSIGNEE:

BCC DEVELOPMENT, INC.,  
an Arizona corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

ASSIGNMENT AND ASSUMPTION APPROVED BY  
THE CITY OF GLENDALE:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_