

Recorded by:  
City Clerk's Office  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20130358166,04/19/2013 10:40,  
C8401-41-1-1--,N

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**CITY OF GLENDALE, ARIZONA**

**LICENSE AGREEMENT**

(Agreement C-8401)

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

WHEN RECORDED RETURN TO:  
City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

### LICENSE AGREEMENT

This License Agreement for Use of Real Property ("Agreement") is entered into on this 23<sup>rd</sup> day of March, 2013 to be effective as of the date it is recorded with the Maricopa County Recorder's Office ("Effective Date") between the **CITY OF GLENDALE**, an Arizona municipal corporation, ("City") and **THE NEW WESTGATE LLC**, a Delaware limited liability company authorized to do business in Arizona, its successor and assigns ("Licensee").

#### Recitals

- A. Licensee is the owner of certain real property located south of Glendale Avenue and north of Maryland Avenue, between the SR 101 right-of-way and 91<sup>st</sup> Avenue, specific parcels of which are reflected, subject to minor land divisions and other recorded instruments, as the Final Plat for Westgate, dated September 7, 2004, and known as the Westgate Entertainment District portion of Westgate City Center and as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "New Westgate Parcel");
- B. The City is the owner of certain parcels within Westgate City Center as are more particularly described on Exhibit "B" attached hereto and made a part hereof (the "License Area").
- C. Licensee desires to license for the specific uses set forth in this Agreement the License Area, including the improvement, repair, and maintenance of sidewalks, and installation of landscaping, multi-tenant monument signage, shade sails and light-pole banners, and public ingress and egress.
- D. The City is willing to grant Licensee the license as set forth in this Agreement and on December 13, 2012 the City's Planning Department approved Licensee's intended sidewalk and landscape Improvements, such plans being designated by the Planning Department as DR 12-41, and on December 14, 2012 the City's Planning Department approved Licensee's intended Monument Signage, such plans being designated by the Planning Department as DR 12-42.

#### Agreement

In light of the above recitals, the parties agree as follows:

**1. License.**

**1.1 Sidewalk and Landscape Improvements.**

- a. Licensee shall construct sidewalks and install landscaping, related landscape lighting and shade sail structures along the sidewalks and install

landscaping and related lighting in the drive aisle medians and otherwise improve and develop the License Area for the purpose of providing a convenient and safe sidewalk for use by pedestrians and an attractive linkage between the Entertainment District and the Destination Retail District of Westgate as such areas are identified in the Westgate Planned Area Development dated June 8, 2002 ("Westgate PAD") (said improvement hereinafter referred to as the "Sidewalk and Landscape Improvements").

- b. All Sidewalk and Landscape Improvements or design modifications (excluding general repair and maintenance and plant, shrub and tree pruning and replacements) must be approved by the City in advance of the installation by Licensee and must be consistent with applicable provisions of the Westgate PAD, and the City's general planning and building safety requirements, such approval of the initial improvements, and modifications thereafter as applicable, to be evidenced by a building permit(s) issued by the City.

#### 1.2 Monument Signage Improvements.

- a. Licensee may install Monument Signage in the License Area. For purposes of this Agreement, Monument Signage means a sign that is used to identify tenants or occupants of the New Westgate Parcel by display of such tenant or occupant names and/or logos. Monument Signage in the License Area is not to be utilized for on-site or off-site advertising.
- b. All Monument Signage and modifications thereto must be approved by the City and must be consistent with the Westgate PAD, and the City's planning and building safety requirements.
- c. For the purposes of this Agreement, "Monument Signage" means a sign that is used to identify tenants or occupants of the New Westgate Parcel and the Arena known as the date hereof as the Jobing.com Arena (the "Arena") or provide directional information for existing tenants or occupants of the new Westgate Parcel and the Arena. With the exception of tenant or occupant names and/or logos, no on-site or off-site advertising of any kind is permitted on the Monument Signage.

#### 1.3 Light Pole Banners.

- a. Licensee shall be entitled to attach banners to specifically designated light poles on the west side of the New Westgate Parcel as shown on DR 12-41 and on the east side of the New Westgate Parcel in the areas described in Exhibit B and consistent with the terms of DR 12-42, which shall not be used for on-site or off-site advertising (tenant or occupant names and/or logos are not advertising) and will be utilized to promote activities, events, and promotions of the Westgate Entertainment District, and the property generally, to the extent not prohibited by the Westgate PAD as of the date of this Agreement or by a prior recorded agreement or contract between the City and a third party.

- b. All Light Pole Banners shall be in conformance with the City's codes and cannot damage the pole to which they are installed.
- c. Light Pole Banners shall not be sold or rented by Licensee as advertising to on-site tenants or off-site entities. Light pole banners are intended to be utilized to promote the New Westgate Parcel property, and events and activities at such property. By way of example, but not limitation, messages on such banners may include: "Weekly Friday and Saturday Live Music"; "Movie Nights"; "Welcome Fiesta Bowl Fans"; "Free Daily Spring Training Trolley to Camelback Ranch"; "Work, Dine, Live"; Westgate Entertainment District logo, to the extent not prohibited by the Westgate PAD as of the date of this Agreement or by a prior recorded contract or agreement between the City and a third party.
- d. During major events in the sports and entertainment district of the City of Glendale (including, but not limited to, the Super Bowl, Fiesta Bowl, World Cup soccer games, political conventions, NCAA basketball tournaments, and NASCAR races at Phoenix International Raceway, but excluding hockey games in the Arena and concerts in the Arena or stadium known as of the date hereof as the University of Phoenix Stadium (the "Stadium")), the City may remove, at the City's sole cost and expense, Light Pole Banners and replace them with banners serving any purpose related to such major events for a reasonable period not to exceed one (1) week related to such major event and cumulatively not more than twenty-one (21) days in any single calendar year (unless otherwise agreed by Licensee and City), after which time City, at the City's sole cost and expense, will reinstall the Light Pole Banners. In all such cases, the City shall give Licensee not less than 60 days prior notice of such temporary use of the light pole banners.

1.4 Appurtenant Rights.

During the Initial and Renewal Terms, Licensee shall have the right, subject to compliance with all applicable laws, rules, and guidelines applicable to construction on public property and subject to prior City approval, including obtaining any necessary permits, to trench, install electrical or other lines to provide electricity or other needed utilities or services to the License Area, and to install cross-walks within or adjacent to the License Area for access to and from the License area as necessary to accomplish the purposes of this Agreement. Licensee acknowledges that cross-walks are regulated by several governmental entities and agrees that its right to install any cross-walk requires compliance with such regulations and prior approval of design and construction plans by the City.

1.5 Costs.

- a. Licensee shall bear any and all of the direct and associated cost of planning and construction or installation of the Sidewalk and Landscape

Improvements, Monument Signage, and bear all costs associated with use of Light Pole Banners (except as noted in Section 1.3(d)).

- b. During the Term of this Agreement, Licensee is obligated, at its sole cost and expense, to repair and maintain the Sidewalk and Landscape Improvements, Monument Signage, and Light Pole Banners in a safe condition that is aesthetically similar to the New Westgate Parcel.

1.6 Construction Activity.

- a. Licensee shall comply with all laws pertaining to construction on public property and, notwithstanding Licensee's the indemnification of the City as set forth herein but not excepted from such indemnification, no construction activity will unduly increase the City's liability to third parties at any time.
- b. Licensee is responsible for obtaining any necessary permits prior to performing any work on the License Area.
- c. All work, including but not limited to excavations, by Licensee on or within the License Area and public rights of way shall be properly safeguarded for prevention of accidents, and at all times during such work or at such other times as activities performed under the authority of this Agreement create any hazard or source of danger to any person or vehicle using the License Area or public rights of way, Licensee shall provide and maintain sufficient barriers, danger signals, lanterns, detours, and shall take such other measures or precautions as the City shall reasonably direct.
- d. Licensee may (i) designate and properly construct pedestrian cross-walks across drive aisles adjacent the License Area and/or (ii) trench across drive aisles adjacent the License Areas as necessary to complete the Sidewalk and Landscape Improvements, with restoration of such area immediately upon completion of such necessary trenching; provided however, such cross-walks, trenches, and drive aisle areas are constructed and maintained in a safe manner and are subject to Licensee's indemnification of the City even though they may lie outside the License Area.
- e. Licensee may request the City install cross-walks upon public right of way, the determination of which shall be within the City's sole discretion and may be made contingent upon additional street improvements, the costs of the additional street improvements and installation of the requested cross-walk shall be borne solely by Licensee, if such work is requested by Licensee.
- f. After construction, Licensee may, subject to prior City approval, trench within the License Area in order to repair or improve water, drainage, electrical and data communications lines for needed utilities or services.
- g. Licensee will communicate all construction activity to the manager of the Arena and coordinate construction activity with Arena events to the extent practicable and to assure safe access to and from and use of the Arena parking areas at all times.

- h. No construction activity will at any time disrupt existing City-owned or third-party owned parking spaces without the prior written approval of the City.
  - i. Licensee shall not permit any type of lien to be placed or remain on the License Area for any reason at any time.
- 1.7 Third Parties. Nothing in this Agreement shall be construed as granting the Licensee the authority to use property owned by another person or entity other than the City or to affect any of the legal or contractual rights and obligations of any other person or entity.

2. **Term.**

2.1 Initial Term. Except as set forth in § 2.3 with respect to Monument Signage, the initial term of this Agreement shall be 20 years (“Initial Term”) commencing upon the Effective Date and ending on that date 20 years later unless sooner terminated as provided herein.

2.2 Renewal.

- a. With respect to the Sidewalk and Landscape Improvements, Licensee is granted up to two (2) successive terms of an additional five years each (each a “Renewal Term”) provided that as of the effective date of each successive Renewal Term periods, which shall be the anniversary date of the Effective Date, Licensee is not then in default of this Agreement. Subsequent to the Renewal Terms provided for in this Section 2.2(a), the License Term may be further extended pursuant to the same conditions as Sections 2.2(b) and 2.2(c).
- b. In order to extend the License Term beyond the last Renewal Term, Licensee will provide notice to the City not less than 12 months prior to the expiration of the last Renewal Term and the parties must agree to the terms of renewal not less than 120 days of the expiration of the last Renewal Term.
- c. If the parties cannot agree on renewal terms, this Agreement, except as provided for in Section 2.3, will expire.

2.3 Monument Signage Term.

- a. The initial term of the Agreement with respect to the license for Monument Signage is 30 years (“Signage Term”) commencing upon the Effective Date and ending on that date 30 years later unless sooner terminated as provided herein.
- b. With respect to Monument Signage, Licensee is granted up to two (2) successive terms of an additional five years each (“Signage Renewal”) provided that as of the effective date of each successive Signage Renewal periods, which shall be the anniversary date of the Effective Date, Licensee is not then in default of this Agreement unless the City has expressly provided a waiver that such default does not preclude a Signage Renewal. Subsequent to the last Signage Renewal term provided for in

this Section 2.3(b), the Signage Term may be further extended pursuant to the same conditions as Sections 2.2(b) and 2.2(c).

**3. Additional Conditions.**

**3.1 Sign Relocation.**

- a. During the Signage Term or Signage Renewal, the City may relocate or cause the Licensee to relocate the Monument Signage if such relocation is necessitated by (i) development considerations related to Lot 15 or (ii) public safety or traffic considerations.
- b. If the relocation of any Monument Signage is required by the City during the Signage Term, it shall be at the City's cost.
- c. If the relocation of any Monument Signage is required by the City during the Signage Renewal, it shall be at the Licensee's cost.
- d. The location of such relocated Monument Signage shall be within 50 linear feet (measured from the outside of the corner curb radius) from the corner of 95<sup>th</sup> Avenue or 93<sup>rd</sup> Avenue, as applicable, unless otherwise agreed by Licensee.
- e. The new location for such Monument Signage will maximize the signage visibility from 95<sup>th</sup> Avenue or 93<sup>rd</sup> Avenue, as applicable, including consideration of view obstructions including but not limited to buildings, bus stops, trees, signs, light poles, traffic signal control boxes, traffic signal poles and arms.
- f. The City will not permit the construction of other signs in the License Area during the Signage Term or Signage Renewal term that would obstruct the view of Licensee's Monument Signage; provided however, signage allowed by the Westgate PAD as of the date of this Agreement or by prior recorded agreement or contract between the City and a third party shall be permitted.
- g. If the City reasonably determines that the Monument Signage creates a traffic control issue or an unsafe condition Licensee shall:
  1. Expeditiously mitigate the traffic control issue; or
  2. Eliminate the unsafe condition.
    - (i) Licensee will immediately after notice from the City correct the unsafe condition, or
    - (ii) If the correction of the unsafe condition cannot be immediately eliminated, implement with the approval of the City adequate temporary measures to eliminate the unsafe condition and continue such temporary measures until a permanent correction approved by the City is completed.

**3.2 Sidewalk and Landscape Improvement Modifications.**

- a. During the Initial Term or Renewal Term, Licensee shall reasonably

cooperate with the City on modifications that the City requests to the sidewalk and landscape improvements in the License Area that are due to (i) development considerations related to Lot 15 or (ii) public safety or traffic considerations. Such cooperation would include, by way of example, the permission for driveway(s) to be constructed through the sidewalk and landscape area in connection with access to Lot 15 (provided that efforts shall be made to provide for cross-walks to preserve the effectiveness of the intended pedestrian connection).

- b. If modifications to the sidewalk and landscape improvements are requested by the City in accordance with this Section 3.2, the cost of such improvement shall be paid by the City (or the City shall cause a third-party to pay for such improvements). Such improvements shall be made by Licensee, the City, or by a third-party pursuant to reasonable, good-faith, mutual agreement.

3.3 Utilities. Subject to the City's reasonable cooperation related to construction and installation of utilities, Licensee is responsible for obtaining and paying for all utilities necessary for use of the License Area.

3.4 Taxes. Licensee shall pay real estate taxes on the License Area, if any, when due and should Licensee fail to do so, the City shall have the right to pay and Licensee shall immediately reimburse City for all expenditures necessary to assure taxes, interest and penalty are paid in full.

3.5 Compliance with Laws. All improvements made by Licensee pursuant to the terms of this Agreement are subject to and must be in compliance with all applicable statutes, regulations, ordinances, and laws, including but not limited to the Federal Americans with Disabilities Act, and constructed in conformance with the City's approved design standards.

3.6 Public Use of License Area.

- a. Licensee acknowledges that the City uses the License Area as public area and accepts the License Area "as is."
- b. Nothing in this Agreement grants Licensee the right to interfere in any respect with use of the License Area by the public (except during periods of construction consistent with the terms of this Agreement).

3.7 Licensee Disturbance of City Property.

- a. Should Licensee disturb the surface or subsurface of any city-owned property, public right of way, adjoining public property, or any public improvements located within the License Area or thereunder, Licensee shall promptly and at its own expense, restore, repair, or replace the same to the satisfaction of the City.
- b. If such restoration, repair, or replacement of the surface, subsurface, or any structure thereon or thereunder is not completed in a reasonable time or if such restoration, repair, or replacement does not meet the City's satisfaction, the City may perform the necessary restoration, repair or

replacement, either through use of its own forces or through a hired contractor, and the cost thereof, including the cost of inspection or supervision, shall be paid by the Licensee within 30 days after receipt of the City's invoice for these costs.

- 3.8 Hazardous Materials. Licensee shall not use or allow to be used on the License Area any hazardous materials and shall fully indemnify, defend, and hold the City harmless for any claims or regulatory actions brought against the City. This Section shall survive the termination of this Licensee.
- 3.9 Previous Agreements. This Agreement does not alter any of the previous agreements between the City and Licensee or its successors unless specifically set forth herein.

#### **4. Ownership of Improvements.**

- 4.1 Sidewalk and Landscape Improvements. Upon termination of this Agreement by its terms or by either party in accordance with the provisions of this Agreement, any improvements made to the License Area shall become City's property unless Licensee's interests have previously been merged into Licensee's ownership interests in a portion of the License Area pursuant to a separate agreement between the parties.
- 4.2 Monument Signage.
- a. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times during the Initial and Renewal Terms own the Monument Signage, and the City agrees that Licensee may, at Licensee's option and its sole cost, remove some or all of the Monument Signage from License Area.
  - b. Upon consent of the City, which shall not be unreasonably withheld, after the Signage Renewals, Licensee will pay to the City reasonable rent in order to maintain the Monument Signage in the License Area.

#### **5. Default.**

- 5.1 Failure to Perform. Except as required in Section 5.2, if Licensee fails to perform any of its obligations under this Agreement and continues its nonperformance after written notification to Licensee for a period of 30 days, Licensee shall be in default.
- 5.2 Public Safety Issues. Licensee shall promptly and expeditiously address any non-performance or other actions that presents a safety risk to the public or its invitees, tenants, or occupants and take all actions necessary to remove the risk or prohibit access to the condition creating the risk by anyone other than persons authorized and qualified to address the condition.

#### **6. Termination.**

- 6.1 Failure to Construct. This Agreement will terminate on December 31, 2013 without the need for notice or further action by the City in the event that

construction of the Sidewalk and Landscape Improvements is not begun by December 31, 2013.

6.2 Events of Termination – Sidewalk and Landscape Improvements. Except as provided in Section 6.3 and 6.4, the City may terminate this Agreement with respect to all or part of the License Area with respect to the Sidewalk and Landscape Improvements in the event:

a. Upon default by Licensee and a failure to timely cure.

6.3 Events of Termination – Related to Lot 15.

a. Except as provided in § 6.4, this Agreement with respect to the Sidewalk and Landscape Improvements (but not with respect to Monument Signage) will terminate upon 60 days notice if the City elects to develop or cause to be developed Lot 15 of Westgate Final Plat consistent with §6 of the First Amendment to the Mixed Use Development Agreement, dated January 25, 2011 and recorded with the Glendale City Clerk as Document No. C-4418-4, provided the City causes a comparable access way for pedestrians to be incorporated into the design of that development and ensures construction thereof substantially contemporaneously with the development of Lot 15 (for purposes of this Section 6.3(a), “comparable access way” shall mean a pedestrian walkway of similar aesthetic and design quality, which serves to effectively and conveniently link the Entertainment District and Destination Retail District, including walkways to connect with both Hanna Drive and Coyotes Boulevard on the New Westgate Parcel; or

b. Licensee acquires ownership of Lot 15.

6.4 Events of Termination - Monument Signage. The City may terminate this Agreement with respect to the Monument Signage as follows:

a. Upon default by Licensee and a failure to timely cure.

6.5 Post-Termination. After termination or expiration of this Agreement, the City shall be responsible for the maintenance or removal of all improvements within the License Area including, without limitation, the Sidewalk and Landscape Improvements, but excluding the Monument Signage, which is addressed by § 4.2.

## **7. Indemnification.**

7.1 Except for the City’s negligent or intentional acts, Licensee assumes the responsibility and all liability for the design of the Sidewalk and Landscape Improvements and Monument Signage and performance of all construction or installation work and for any injury or any damage to City property or the property of any others that are caused or contributed to by Licensee, Licensee’s contractors, subcontractors, and Licensee agents or employees while working on, traveling upon, or using the License Area.

7.2 Except for the City's negligent or intentional acts, Licensee agrees to fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from all loss, damage, claims, suits, proceedings, costs and expenses, including but not limited to reasonable attorney's fees, costs and experts fees, resulting from or related to Licensee's use of the License Area.

**8. Insurance.**

- 8.1 Licensee shall, prior to the Effective Date of this Agreement and as a condition for the Agreement becoming effective, secure the insurance coverage set forth in Exhibit "C" and shall assure that the City is a named insured on all policies and notice shall be required to be given to the City prior to cancellation, expiration, or termination of any policy.
- 8.2 Licensee must maintain during the Initial Term and any Renewal Terms all of the coverage required by the City, including future types and amount of coverage that the City may reasonably require to protect fully the City's interests.
- 8.3 Licensee must provide the City with 30-day notice of any potential cancellation of insurance for any reasons.
- 8.4 Licensee's failure to maintain the required insurance or provide the required notice of any potential cancellation shall be a default of this Agreement and the City may terminate this Agreement; provided however, at the City's sole option, the City may secure the required coverage and Licensee shall immediately reimburse the City for all costs associated with securing the required coverage.

**9. Notices.**

9.1 All notices, demands, consents, approvals, and other communications to be given under this Agreement shall be in writing, and shall be deemed effective upon (i) receipt of hand-delivered or overnight courier service, or (ii) delivery or date of refusal of delivery if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To the City: City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

With copy to: City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

To Licensee: The New Westgate LLC  
c/o iStar Financial  
10960 Wilshire Boulevard, Suite 1260  
Los Angeles, CA 90024  
Attention: David Sotolov

With copy to: Teetsel Properties, LLC  
2415 E. Camelback Rd., Ste. 700

Phoenix, AZ 85016  
Attn: Jeff Teetsel

and

Patrick A. Clisham  
Engelman Berger, P.C.  
3636 North Central Ave, Suite 700  
Phoenix, AZ 85012

- 9.2 Any party may from time-to-time, by written notice to the other parties given in the manner described in this Notices section, change the address to which communications to such party pursuant to this Agreement are to be sent, or designate one or more persons to whom such communications are to be sent.

**10. Successors and Assigns.**

- 10.1 All rights and obligations of this Agreement shall run with the land and inure to the benefit of the owner of the New Westgate Parcel and Licensee's interest shall be automatically assigned by Licensee to persons or entities that become owners or otherwise succeed to the interests of the New Westgate Parcel. Licensee will provide notice to the City of such assignment within 10 days after its effective date.
- 10.2 Except as provided in Section 10.1, Licensee may not assign this Agreement or any obligations thereunder without the prior approval of the City, which shall not be unreasonably withheld.
- 10.2 Licensee's interests, as those interests may from time to time appear, in and to the New Westgate Parcel shall be held and conveyed subject to this Agreement and the burden of this Agreement, together with all rights and obligations incident to the License, shall transfer automatically and Licensee shall assure that all transfer documents include the rights, duties, and obligations set forth herein.

**11. Governing Law and Jurisdiction.**

- 11.1 Choice of Law. This Agreement is governed by and construed under the laws of the State of Arizona, without regard to conflicts to laws or principles.
- 11.2 Venue. The parties consent to the exclusive jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement.

- 12. Severability.** If any provision of this Agreement or the application of this Agreement to any person or entity is held to be invalid, void, or illegal, the remaining provisions of this Agreement shall nonetheless remain in full force and effect and shall not be effected by such invalidity or illegality.

- 13. No Limitation on Governmental Authority.** Nothing in this Licenses is intended to alter any existing ordinance or regulatory requirement of the city and no provision hereof limits, constrains, or otherwise defines the governmental authority, police powers, or right to attend to public safety matters powers of the City as the lawful exercise of such powers are determined from time to time.

**14. Amendment; Waiver.**

14.1 No alteration, amendment, or modification of this Agreement is valid unless evidenced by a written agreement executed by the parties with the same formality as this Agreement.

14.2 The failure of any party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, and the same shall continue in full force and effect.

14.3 No waiver by either party of any covenant, agreement, term, provision or condition shall be deemed to have been made unless set forth in writing and signed by the appropriate official or officer of such party.

**15. Interpretation.** The parties have been represented by legal counsel in the negotiation of this Agreement and, therefore, it shall be interpreted, applied, and enforced according to the fair meaning of its provisions and terms, and not be construed in favor of, or against, either party, regardless of which party may have proposed or drafted any of its provisions or terms.

**16. Attorneys Fees and Costs.** In the event of a dispute between the parties arising from or related to this Agreement, the prevailing party will pay the other party's reasonable attorneys fees and costs.

**17. Relationship of the Parties.** No partnership or joint venture is established between or among the parties under this Agreement. Neither Licensee, nor any of its affiliated entities, employees, or agents, shall be considered agents or employees of the City or to have been authorized to incur any expense on behalf of the City or to act for or to bind the City.

**18. Iran and Sudan Prohibitions.** Licensee certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, (the "Act") that it neither has, and during the term of this Agreement will not have, "scrutinized" business operations, as defined by the Act, in the countries of Sudan or Iran.

*[signatures appear on the following pages]*

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

**The New Westgate LLC,**  
a Delaware limited liability Company

By: SFI Westgate City Center – Glendale LLC, a  
Delaware limited liability company, its Manager

By: \_\_\_\_\_  
Name: David Sotolov  
Title: Senior Vice President

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF Los Angeles            )

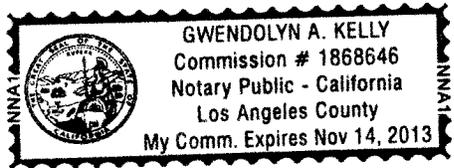
On April 9, 2013, before me, Gwendolyn A. Kelly, Notary Public  
(here insert name and title of the officer), personally appeared David Sotolov  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwendolyn A. Kelly

(Seal)



CITY:

CITY OF GLENDALE,  
an Arizona municipal corporation

By:   
Name: RICHARD A. BOWERS  
Its: Acting City Manager

ATTEST:

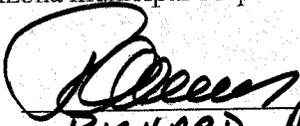
  
City Clerk

APPROVED AS TO FORM

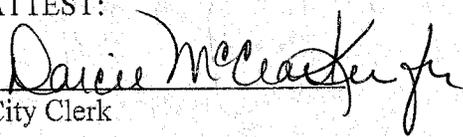
\_\_\_\_\_  
City Attorney

CITY:

CITY OF GLENDALE,  
an Arizona municipal corporation

By:   
Name: RICHARD A. BOWERS  
Its: Acting City Manager

ATTEST:

  
City Clerk

APPROVED AS TO FORM

  
City Attorney

Exhibit "A"

New Westgate Parcel Legal Description

The land referred to below is situated in the County of Maricopa, State of Arizona:

LOTS 11A, 11B AND 11C OF MINOR LAND DIVISION, LOT SPLIT FOR ENTERTAINMENT CENTER DEVELOPMENT, LLC, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 979 OF MAPS, PAGE 36;

EXCEPT THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

UNITS 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 475, 480 AND 485; AND PATIO 1 THROUGH PATIO 6 INCLUSIVE, BUILDING G OF FIRST AMENDMENT TO WESTGATE 3-4 OFFICE CONDOMINIUM AS CREATED BY THAT CERTAIN DECLARATION RECORDED FEBRUARY 26, 2007 AS INSTRUMENT NO. 2007-0228673, THEREAFTER FIRST AMENDMENT RECORDED AS 2007-0833262 AND AFFIDAVIT OF CORRECTION RECORDED AS 2008-0186502 OF OFFICIAL RECORDS, AND AS SHOWN ON THE PLAT RECORDED IN BOOK 936 OF MAPS, PAGE 35, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA; AND EXCEPT

WESTGATE BUILDING E OFFICE CONDOMINIUM AS CREATED BY THAT CERTAIN DECLARATION RECORDED DECEMBER 31, 2007 AS 2007-1361246 AND AS SHOWN ON THE PLAT RECORDED IN BOOK 965 OF MAPS, PAGE 19 OF OFFICIAL RECORDS MARICOPA COUNTY, ARIZONA.

(As generally depicted on the "Exhibit A-Map" attached hereto)

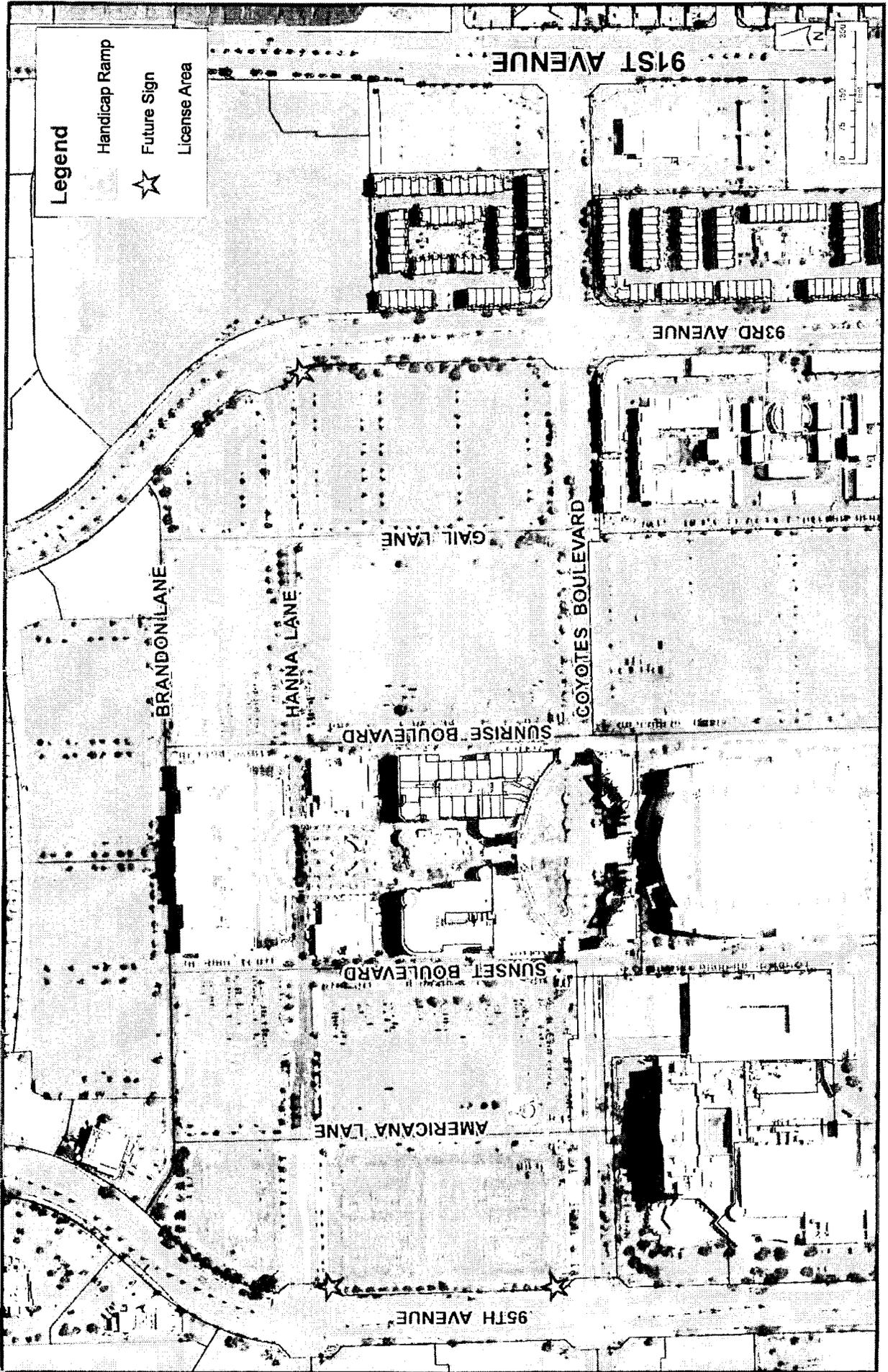


EXHIBIT A

Exhibit B

License Area

License Area consists of the following locations, which (excluding the Light Poles described below) are depicted on the following maps of the License Area:

Two (2) areas on Hanna Drive between 95th Avenue and Americana Drive;

Two (2) areas on Coyotes Boulevard between 95th Avenue and Americana Drive;

Five (5) areas on Coyotes Boulevard between Americana Drive and Sunset Boulevard;

One (1) area near southwest corner of Hanna Drive and 93rd Avenue; and

Light Poles as they exist from time to time on the south side of Hanna Drive and the north side of Coyotes Boulevard, between 93rd Avenue and Gail Lane, with such portion of the License Area only to be utilized for banner installation on the poles (such area not depicted).

LEGAL DESCRIPTION  
FOR  
HANNA DRIVE SOUTH

A PORTION OF LOT 15 FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 668.73 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 12.53 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 30.99;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 22.12 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 45 DEGREES 06 MINUTES 18 SECONDS AND AN ARC LENGTH OF 3.94 FEET;

THENCE NORTH 46 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 9.54 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 53 MINUTES 41 SECONDS AND AN ARC LENGTH OF 3.92 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 14.17 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 280.09 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.93 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 8.01 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.93 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 28.43 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.67 FEET TO A NON TANGENY CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 43 DEGREES 03 MINUTES 38 SECONDS EAST;

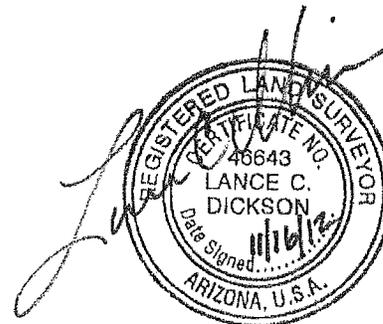
THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 86 DEGREES 29 MINUTES 44 SECONDS, A CHORD DISTANCE OF 42.48 FEET AND AN ARC LENGTH OF 46.79 FEET;

THENCE NORTH 84 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 275.53 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 15.71 TO THE POINT OF BEGINNING.

AREA CONTAINING 7,531 SQUARE FEET OR 0.17 ACRES MORE OR LESS



Expires 6/30/2013

LEGAL DESCRIPTION  
FOR  
HANNA DRIVE MEDIAN

A PORTION OF LOT 15 FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 717.95 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 22.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 102.36 FEET TO A NON TANGENT CURVE WITH A CHORD BEARING OF SOUTH 81 DEGREES 37 MINUTES 52 SECONDS WEST;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 194.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 01 MINUTES 00 SECONDS, A CHORD OF 33.87 FEET AND AN ARC LENGTH OF 33.92 FEET TO A POINT OF NON TANGENCY;

THENCE SOUTH 77 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 24.68 FEET TO A NON TANGENT CURVE WITH A CHORD BEARING OF SOUTH 83 DEGREES 11 MINUTES 07 SECONDS WEST;

THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 356.00 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 47 SECONDS, A CHORD OF 39.62 FEET AND AN ARC LENGTH OF 39.64 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 104.78 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS AND AN ARC LENGTH OF 18.75 FEET;

THENCE NORTH 76 DEGREES 24 MINUTES 46 SECONDS WEST, A DISTANCE OF 9.50 FEET TO A NON TANGENT CURVE WITH A CHORD BEARING OF NORTH 03 DEGREES 45 MINUTES 19 SECONDS EAST;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1.10 FEET, THROUGH A CENTRAL ANGLE OF 151 DEGREES 16 MINUTES 15 SECONDS, A CHORD OF 2.14 FEET AND AN ARC LENGTH OF 2.91 FEET TO A POINT OF NON TANGENCY;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 121.06 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 11 MINUTES 06 SECONDS AND AN ARC LENGTH OF 50.00 FEET;

THENCE NORTH 77 DEGREES 02 MINUTES 12 SECONDS EAST, A DISTANCE OF 24.52 FEET TO A POINT OF CURVATURE;

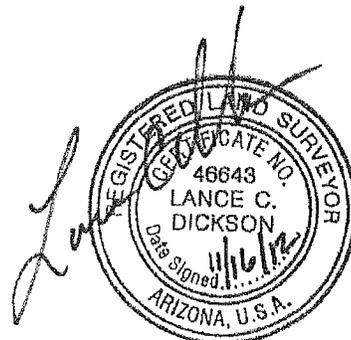
THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 01 MINUTES 36 SECONDS AND AN ARC LENGTH OF 35.00 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 74.70 FEET TO POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 05 MINUTES 26 SECONDS AND AN ARC LENGTH OF 28.08 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.84 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 1,882 SQUARE FEET OR 0.04 ACRES MORE OR LESS.



Expires 6/30/2013

EXHIBIT "A"

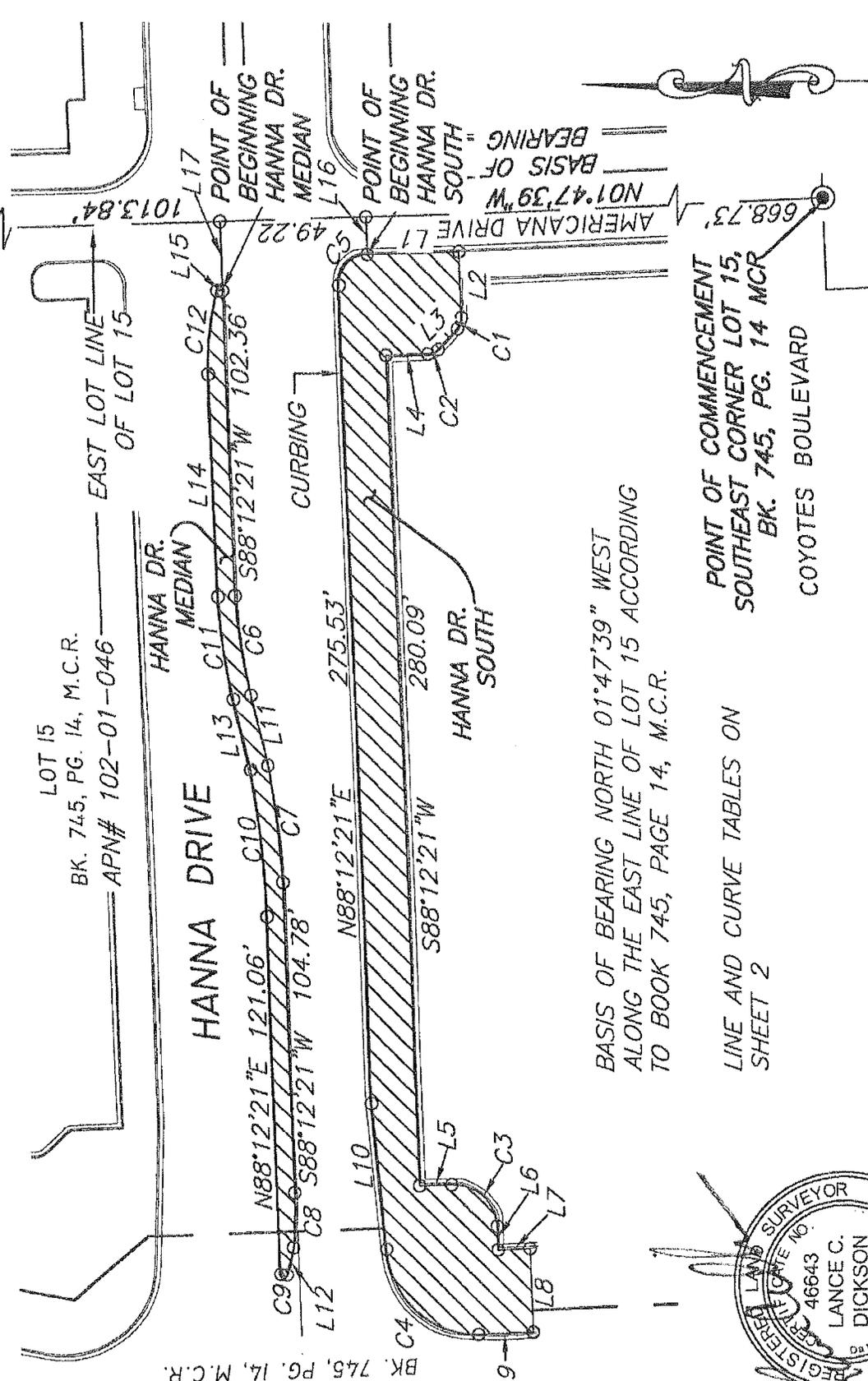
LOT 15  
BK. 745, PG. 14, M.C.R.  
APN# 102-01-046

95TH AVENUE  
BK. 745, PG. 14, M.C.R.

HANNA DRIVE

HANNA DR.  
MEDIAN

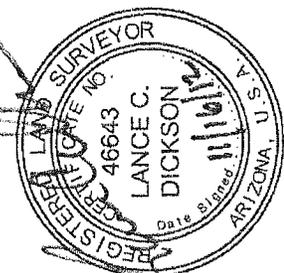
HANNA DR.  
SOUTH



BASIS OF BEARING NORTH 01°47'39" WEST  
ALONG THE EAST LINE OF LOT 15 ACCORDING  
TO BOOK 745, PAGE 14, M.C.R.

LINE AND CURVE TABLES ON  
SHEET 2

POINT OF COMMENCEMENT  
SOUTHEAST CORNER LOT 15,  
BK. 745, PG. 14 MCR  
COYOTES BOULEVARD



EXPIRES 06/30/2013

EXHIBIT "A"

JOB NO : P12-085 DATE : 11/16/12 PAGE: 1 OF 2

Arizona Surveying and Mapping

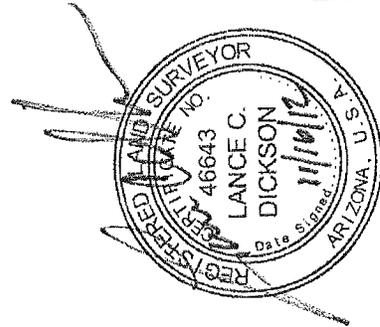
P.O. BOX 35455  
2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069  
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

SCALE 1"=50'

EXHIBIT "A"

LINE TABLE	
LINE	BEARING
L1	S01°47'39"E
L2	S88°12'21"W
L3	N46°41'21"W
L4	N01°47'39"W
L5	S01°47'39"E
L6	S88°12'21"W
L7	S01°47'39"E
L8	S88°12'21"W
L9	N01°47'39"W
L10	N84°35'58"E
L11	S77°02'12"W
L12	N76°24'46"W
L13	N77°02'12"E
L14	N88°12'21"E
L15	S01°47'39"E
L16	S88°12'21"W
L17	S88°12'21"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	Delta	Chord Dir	Chord	
C1	3.94	5.00	45°06'18"	S69°14'30"E	3.84	
C2	3.92	5.00	44°53'41"	S24°14'30"E	3.82	
C3	23.56	15.00	90°00'00"	N43°12'21"E	21.21	
C4	46.79	31.00	86°29'44"	N43°03'38"E	42.48	
C5	15.71	10.00	90°00'00"	N46°47'39"W	14.14	
C6	33.92	194.00	10°01'00"	S81°37'52"W	33.87	
C7	39.64	356.00	6°22'47"	S83°11'07"W	39.62	
C8	18.75	150.00	07°09'43"	N88°12'47"W	18.74	
C9	2.91	1.10	151°16'15"	N03°45'19"E	2.14	
C10	50.00	350.00	8°11'06"	N84°06'48"E	49.96	
C11	35.00	200.00	10°01'36"	S82°03'00"W	34.96	
C12	28.08	100.00	16°05'26"	N83°44'56"W	27.99	



EXPIRES 06/30/2013

EXHIBIT "A"

JOB NO : P12-085 DATE : 11/16/12 PAGE: 2 OF 2

**Arizona Surveying and Mapping**

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2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069  
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM



LEGAL DESCRIPTION  
FOR  
COYOTES BLVD. MEDIAN

A PORTION OF LOT 15 FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 28.11 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 64.24 FEET;

THENCE SOUTH 86 DEGREES 23 MINUTES 14 SECONDS WEST, A DISTANCE OF 121.94 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 120.93 FEET TO A NON TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 86 DEGREES 37 MINUTES 14 SECONDS WEST;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 181.50 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 00 MINUTES 45 SECONDS, A CHORD LENGTH OF 12.71 FEET AND AN ARC LENGTH OF 12.71 FEET TO A POINT OF NON TANGENCY;

THENCE NORTH 83 DEGREES 20 MINUTES 54 SECONDS WEST, A DISTANCE OF 6.00 FEET TO A NON TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 03 DEGREES 33 MINUTES 55 SECONDS EAST;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1.50 FEET, THROUGH A CENTRAL ANGLE OF 149 DEGREES 52 MINUTES 38 SECONDS, A CHORD LENGTH OF 2.89 FEET AND AN ARC LENGTH OF 3.91 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 148.50 FEET TO A NON TANGENT CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 83 DEGREES 44 MINUTES 14 SECONDS EAST;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 285.50 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 01 MINUTES 15 SECONDS, A CHORD LENGTH OF 39.93 FEET AND AN ARC LENGTH OF 39.97 FEET TO REVERSE CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 84 DEGREES 09 MINUTES 48 SECONDS EAST;

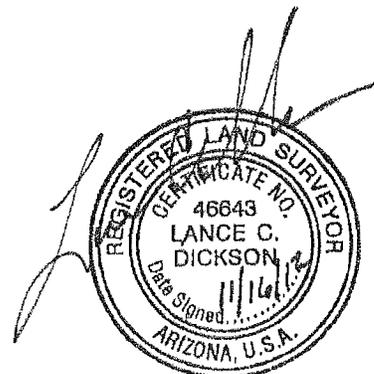
THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 298.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 52 MINUTES 23 SECONDS, A CHORD LENGTH OF 46.10 FEET AND AN ARC LENGTH OF 46.15 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 69.55 FEET TO A NON TANGENT CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 78 DEGREES 06 MINUTES 08 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 12 MINUTES 02 SECONDS, A CHORD LENGTH OF 22.14 FEET AND AN ARC LENGTH OF 22.24 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.15 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 1, 923 SQUARE FEET OR 0.04 ACRES MORE OR LESS



Expires 6/30/2013

LEGAL DESCRIPTION  
FOR  
COYOTES BLVD. NORTH

A PORTION OF LOT 15 OF FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 15, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 117.42 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 12.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 38.76 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 23.56 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 151.53 FEET;

THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 91.15 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 88.88 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.55 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.21 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.22 FEET;

THENCE SOUTH 67 DEGREES 18 MINUTES 25 SECONDS EAST, A DISTANCE OF 4.13 FEET;

THENCE SOUTH 26 DEGREES 04 MINUTES 34 SECONDES EAST, A DISTANCE OF 8.01 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 19.79 FEET;

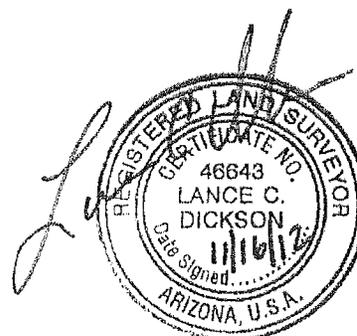
THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 280.62 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 14.43 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 8.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 12.57 FEET TO A POINT OF TANGENCY;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.16 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 14,554 SQUARE FEET OR 0.33 ACRES MORE OR LESS



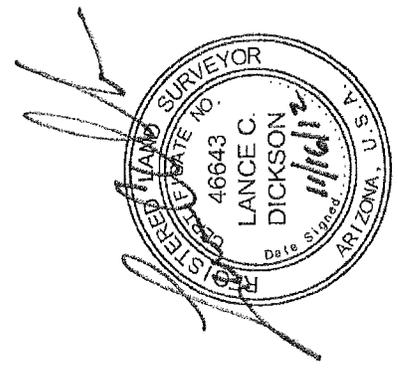
Expires 6/30/2013



EXHIBIT "A"

LINE TABLE	
LINE	LENGTH BEARING
L1	38.76 S01°47'39"E
L2	28.55 N88°12'21"E
L3	57.21 S01°47'39"E
L4	15.22 N88°12'21"E
L5	4.13 S67°18'25"E
L6	8.01 S26°04'34"E
L7	19.79 S01°47'39"E
L8	14.43 N01°47'39"W
L9	26.16 N88°12'21"E
L10	6.00 N83°20'54"W
L11	69.55 N88°12'21"E
L12	28.11 N01°47'39"W
L13	25.80 S88°12'21"W
L14	89.31 N01°47'39"W
L15	12.41 S88°12'21"W
L16	2.15 S01°47'39"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	Delta	Chord Dir.	Chord
C1	23.56	15.00	90°00'00"	N43°12'21"E	21.21
C2	39.27	25.00	90°00'00"	N46°47'39"W	35.36
C3	12.57	8.00	90°00'00"	S43°12'21"W	11.31
C4	12.71	181.50	4°00'45"	N86°37'14"W	12.71
C5	3.91	1.50	149°52'38"	N03°33'54"E	2.89
C6	39.97	285.50	8°01'15"	N83°44'14"E	39.93
C7	46.15	298.00	8°52'23"	N84°09'48"E	46.10
C8	22.24	70.00	18°12'02"	S78°06'08"E	22.14



EXPIRES 06/30/2013

EXHIBIT "A"

JOB NO : P12-085 DATE : 11/16/12 PAGE: 2 OF 2

**Arizona Surveying and Mapping**

P.O. BOX 35455  
 2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069  
 TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM



AREA #1

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 35.85;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.72 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 103.42 FEET TO A NON TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 78 DEGREES 18 MINUTES 20 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 29 MINUTES 36 SECONDS, A CHORD DISTANCE OF 24.38 FEET AND AN ARC LENGTH OF 24.50 FEET;

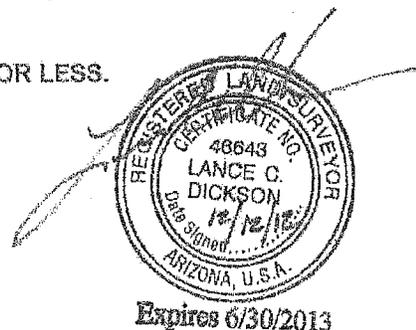
THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.02 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST , A DISTANCE OF 91.84 FEET TO A NON TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 19 SECONDS WEST;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 93.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 10 MINUTES 44 SECONDS, A CHORD LENGTH OF 35.78 AND AN ARC LENGTH OF 36.00 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.84 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 867 SQUARE FEET 0.02 ACRES MORE OR LESS.



AREA #2

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 82.17 TO THE SOUTH LINE OF LOT 11B AS RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG SOUTH LINE OF SAID LOT 11B, A DISTANCE OF 12.40 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 175.56 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 7.13 FEET TO A POINT OF CURVATURE;

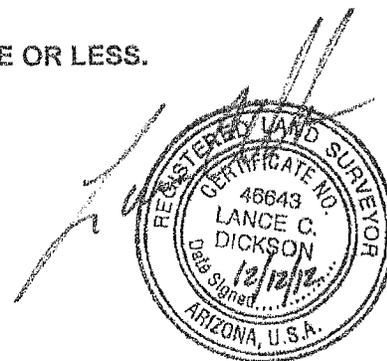
THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 148.06 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 12.50 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 19.63 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.63 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 3,803 SQUARE FEET 0.09 ACRES MORE OR LESS.



Expires 6/30/2013

AREA #3

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 82.17 TO THE SOUTH LINE OF LOT 11B AS RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG SOUTH LINE OF SAID LOT 11B, A DISTANCE OF 216.48 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.89 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 22.00 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 145.63 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 11.69 FEET;

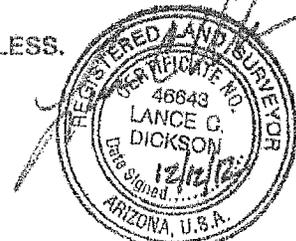
THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 136.56 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 14.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 21.99 FEET;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 10.64 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 37 DEGREES 06 MINUTES 37 SECONDS AND AN ARC LENGTH OF 9.72 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 1,818 SQUARE FEET 0.04 ACRES MORE OR LESS.



Expires 6/30/2013

AREA #4

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 364.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST ALONG THE WEST LINE OF LOT 11A AS RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS, A DISTANCE OF 27.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.62 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY AND THEN EAST ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4.03 FEET, THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 12.67 FEET;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 103.04 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 08 MINUTES 01 SECONDS AND AN ARC LENGTH OF 19.81 FEET;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.47 FEET TO THE POINT OF BEGINNING.

AREA CONTAINING 998 SQUARE FEET 0.02 ACRES MORE OR LESS.



Expires 6/30/2013

AREA #5

A PORTION OF LOT 11 OF WESTGATE, AS SHOWN ON FINAL PLAT RECORDED IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 11, BEARS NORTH 01 DEGREES 47 MINUTES 39 SECONDS WEST, A DISTANCE OF 1013.94;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 218.25 FEET TO A NON-TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 48 DEGREES 32 MINUTES 46 SECONDS EAST ALSO BEING THE POINT OF BEGINNING;

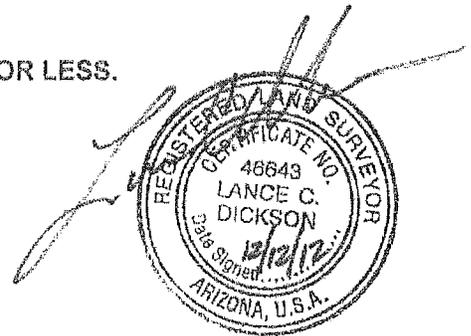
THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET, THROUGH A CENTRAL ANGLE OF 79 DEGREES 19 MINUTES 09 SECONDS, A CHORD DISTANCE OF 24.25 AND AN ARC LENGTH OF 26.30 FEET TO A POINT OF TANGENCY;

THENCE NORTH 88 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 127.08 FEET TO THE WEST LINE OF LOT 11A RECORDED IN BOOK 979 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE SOUTH 01 DEGREES 47 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 15.48 FEET TO THE SOUTH LINE OF SAID LOT 11;

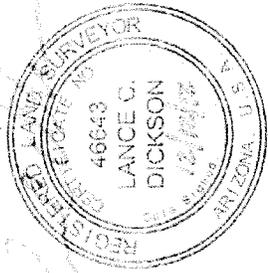
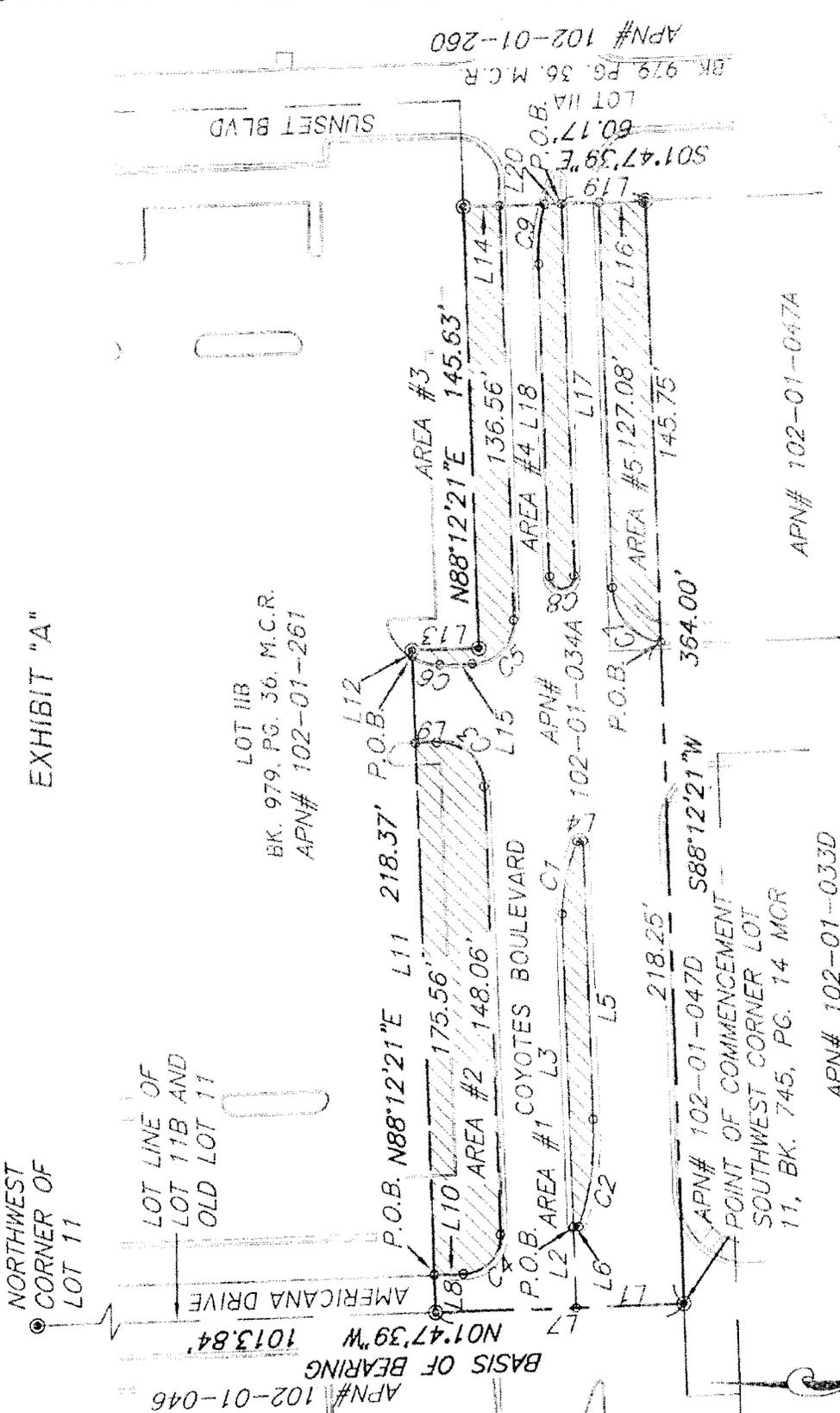
THENCE SOUTH 88 DEGREES 12 MINUTES 21 SECONDS WEST, A DISTANCE OF 145.75 FEET TO THE POINT OF BEGINNING

AREA CONTAINING 2,184 SQUARE FEET 0.05 ACRES MORE OR LESS.



Expires 6/30/2013

EXHIBIT "A"



EXPIRES 06/30/2013

	EXHIBIT "A"	
	JOB NO : P12-085	DATE : 12/12/12
<b>Arizona Surveying and Mapping</b> P.O. BOX 35755 2411 WEST NORTHERN, SUITE 110, PHOENIX, AZ 85069 TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM		

SCALE  
1"=50'

BASIS OF BEARING NORTH 01°47'39" WEST  
ALONG THE WEST LINE OF LOT 11 ACCORDING  
TO BOOK 745, PAGE 14, M.C.R.

POINT OF COMMENCEMENT  
SOUTHWEST CORNER LOT  
11, BK. 745, PG. 14 MCR

APN# 102-01-047A

APN# 102-01-033D

APN# 102-01-047D

APN# 102-01-034A

APN# 102-01-260

LOT 11B  
BK. 979, PG. 36, M.C.R.  
APN# 102-01-261

LOT LINE OF  
LOT 11B AND  
OLD LOT 11

NORTHWEST  
CORNER OF  
LOT 11

APN# 102-01-046  
BASIS OF BEARING  
N01°47'39"W  
1013.84'

AMERICANA DRIVE

SUNSET BLVD

LOT 11A  
BK. 979 PG. 36, M.C.R.

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.85	N01°47'39"W
L2	26.72	N88°12'21"E
L3	103.42	N88°12'21"E
L4	2.02	S01°47'39"E
L5	91.84	S88°12'21"W
L6	1.84	N01°47'39"W
L7	82.17	N01°47'39"W
L8	12.40	N88°12'21"E
L9	7.13	S01°47'39"E
L10	9.63	N01°47'39"W
L11	216.48	N88°12'21"E
L12	1.89	N88°12'21"E
L13	22.00	S01°47'39"E
L14	11.69	S01°47'39"E
L15	10.64	N01°47'39"W
L16	15.48	S01°47'39"E
L17	122.62	S88°12'21"W
L18	103.04	N88°12'21"E
L19	27.99	N01°47'39"W
L20	5.47	S01°47'39"E



EXPIRES 06/30/2013

EXHIBIT "A"

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**Arizona Surveying and Mapping**

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 TEL (602) 246-6919 FAX (602) 246-9966 INFO@ASAM1.COM



**CURVE TABLE**

CURVE	LENGTH	RADIUS	Delta	Chord Bearing	Chord Distance
C1	24.50	72.00	19°29'36"	S78°18'20"E	24.38
C2	36.00	93.00	22°10'44"	N82°21'19"W	35.78
C3	23.56	15.00	90°00'00"	N43°12'21"E	21.21
C4	19.63	12.50	90°00'00"	S46°47'39"E	17.68
C5	21.99	14.00	90°00'00"	S46°47'39"E	19.80
C6	9.72	15.00	37°06'32"	S16°45'37"W	9.55
C7	26.30	19.00	79°19'09"	N48°32'46"E	24.25
C8	12.67	4.00	180°00'00"	S01°47'39"E	8.07
C9	19.81	75.00	15°08'12"	N84°13'33"W	19.76



EXPIRES 06/30/2013

**EXHIBIT "A"**

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 TEL (602) 246-9919    FAX (602) 246-9944    INFO@ASAMI.COM



93<sup>RD</sup> AND HANNA DRIVE  
SIGN AGREEMENT

A PORTION OF LOT 13 AND 93RD AVENUE OF THE FINAL PLAT OF WESTGATE, AS SHOWN IN BOOK 745, PAGE 14, MARICOPA COUNTY RECORDS, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF 93RD AVENUE AND HANNA DRIVE OF SAID WESTGATE THENCE SOUTH 68 DEGREES 08 MINUTES 20 SECONDS WEST ALONG THE CENTERLINE OF HANNA DRIVE, A DISTANCE OF 83.24 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 50 MINUTES 49 SECONDS AND AN ARC LENGTH OF 3.70 FEET TO THE EAST LINE OF LOT 13 AS DESCRIBED IN SAID FINAL PLAT OF WESTGATE;

THENCE SOUTH 21 DEGREES 51 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE OF LOT 13, A DISTANCE OF 40.00 FEET;

THENCE CONTINUE ALONG EAST LINE OF LOT 13 SOUTH 63 DEGREES 18 MINUTES 50 SECONDS EAST, A DISTANCE OF 31.14 FEET TO THE POINT OF BEGINNING;

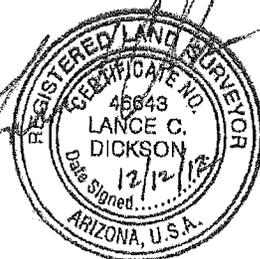
THENCE NORTH 74 DEGREES 06 MINUTES 12 SECONDS EAST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 15 DEGREES 53 MINUTES 48 SECONDS EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 74 DEGREES 06 MINUTES 12 SECONDS WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 15 DEGREES 53 MINUTES 48 SECONDS WEST, A DISTANCE OF 6.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 72.00 SQUARE FEET MORE OR LESS.



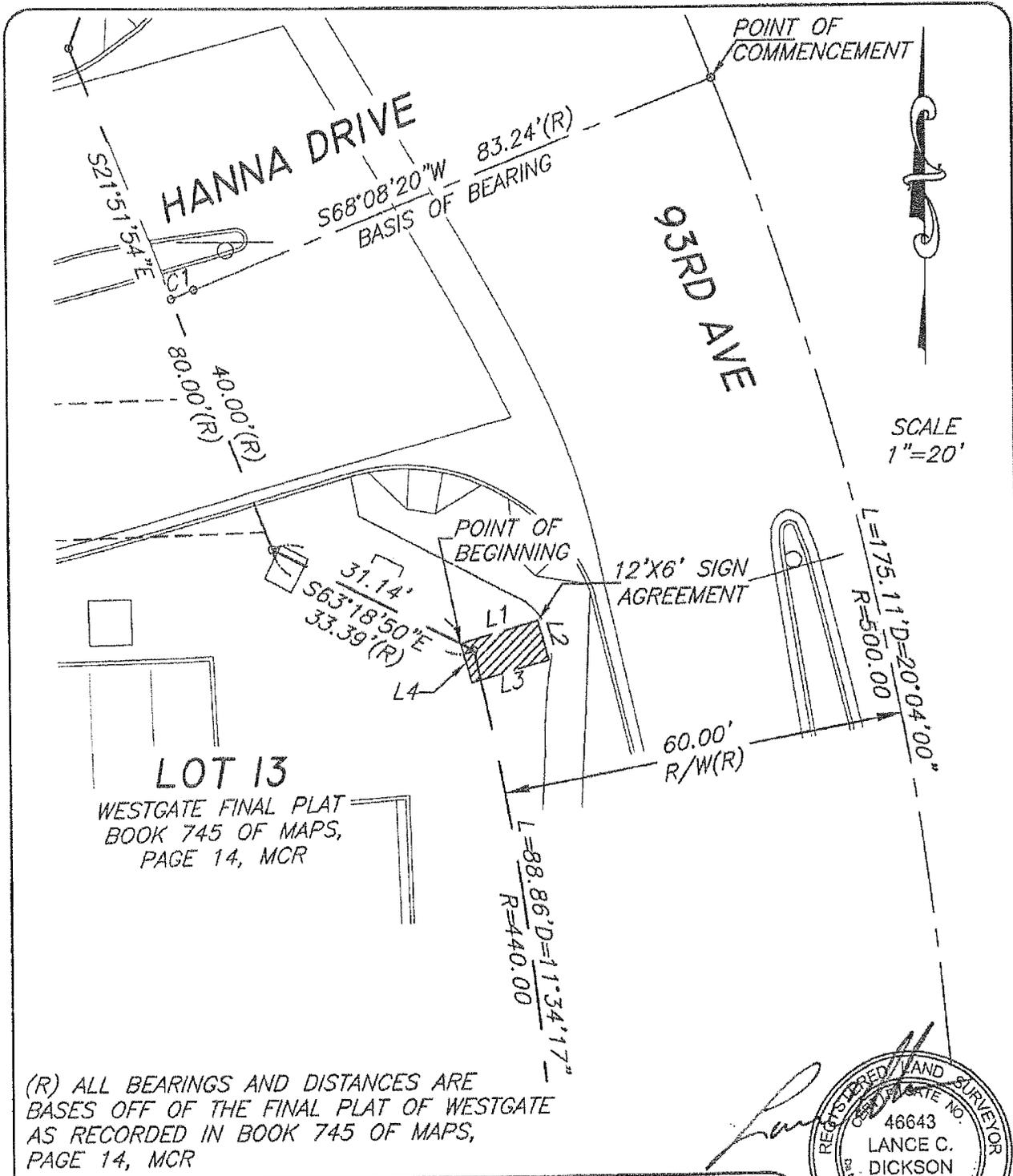


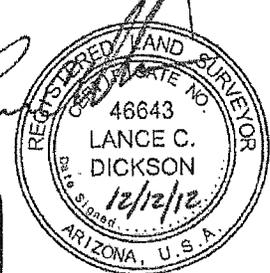
EXHIBIT "A"

JOB NO : P12-085    DATE : 12/12/12    PAGE: 1 OF 2



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EXPIRES 06/30/2013

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	N74°06'12"E
L2	6.00	S15°53'48"E
L3	12.00	S74°06'12"W
L4	6.00	N15°53'48"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	Delta
C1	3.70	250.00	0°50'49"



<b>EXHIBIT "A"</b>			
	JOB NO : P12-085	DATE : 12/12/12	PAGE: 2 OF 2
<b>Arizona Surveying and Mapping</b>			
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EXPIRES 06/30/2013

## Exhibit C

### Insurance Requirements

**1. Required Insurance Policies.**

a. Commercial General Liability (CGL)

- (1) Covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$1,000,000 aggregate.
- (2) The general aggregate limit shall apply separately to this project/location.
- (3) An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
- (4) General liability coverage can be provided in the form of an endorsement to the Licensee's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37, if a later edition is used.

b. Automobile Liability. If applicable, automobile liability covering any auto (Code 1), or if Licensee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation. Workers Compensation coverage as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$500,000 per accident for bodily injury or disease.

**2.** Licensee will require any persons or entities ("subcontractors") performing work within the scope of this Agreement to obtain insurance at the same coverage and limits as the subcontractor provides for Licensee and to name the City as an additional insured under such policies, except that in all cases the coverages and limits will be no less than those set forth in this Exhibit C.

**3. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations.

b. Primary Coverage. For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

c. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except after a minimum 30-day notice being provided to the City.

- d. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 8. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.
- 9. **Verification of Coverage**
  - a. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.
  - b. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.
  - c. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 10. **Special Risks or Relevant Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, assessment of adequate coverage, or other relevant circumstances.