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LICENSE AGREEMENT
(City of Glendale, Arizona – Arrowhead Towne Center)

THIS TRANSIT STATION LICENSE AGREEMENT ("**Agreement**") is made and entered into this 23 day of June, 2015 (the "**Effective Date**"), by and between Arrowhead Towne Center LLC, a Delaware limited liability company ("**Licensor**") and the City of Glendale, a municipal corporation ("**Licensee**").

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, Licensor and Licensee agree as follows:

1. **LICENSED PREMISES.**

1.1 Licensor hereby licenses to Licensee the right to use, in common with others on a non-exclusive basis, that certain portion of the parking lot and the common area of the commercial project commonly referred to as Arrowhead Towne Center located in the City of Glendale, State of Arizona (the "**Center**") as depicted in Exhibit A attached hereto (the "**Licensed Premises**"), subject to the terms and conditions provided herein.

2. **TERM.**

2.1 The initial term ("**Term**") of this Agreement will commence on the Effective Date (the "**Commencement Date**") and shall terminate on 23 JUNE, 2025 (the "**Termination Date**") unless sooner terminated as provided herein.

2.2 Licensee shall have the option ("**Option to Extend Term**") to renew this License for one (1) additional ten (10) year term ("**Extended Term**") upon all of the same terms, covenants and conditions contained in this Agreement, provided that, (a) Licensee submits written notice to Licensor at least nine (9) months' prior to the Termination Date and (b) Licensee performs a Base and Asphalt Upgrade to the Inner Ring Road (if necessary in the sole discretion of Licensor) and replaces the Improvements, subject to any additional or supplemental terms or conditions as may be mutually agreed to by the parties hereto in writing. The Option to Extend Term is personal to Licensee named in the introductory paragraph above. If Licensee effects a transfer prior to exercising the Option to Extend Term, then the Option to Extend Term shall lapse. If Licensee effects a transfer after the exercise of the Option to Extend Term, but prior to the commencement of the Extended Term, the Option to Extend Term shall lapse and this Agreement shall expire as if the Option to Extend Term had not been exercised. If Licensee effects a transfer during the Extended Term in accordance with Section 17.1 hereof, this Agreement will not expire due to such transfer. Licensee shall not have the right to exercise the Option to Extend Term at any time while Licensee is delinquent in the payment of any Fees or otherwise in default of this Agreement.

3. **USE OF LICENSED PREMISES; OWNERSHIP OF IMPROVEMENTS.**

3.1 Licensee shall use the Licensed Premises for the following purposes, subject to the terms and conditions provided herein: (1) to demolish the existing bus structure ("**Demolition**"); (2) to construct and/or install improvements on the Licensed Premises

consisting of removal and replacement of parking lot pavement with concrete and associated drive lanes, sidewalks, landscaping, modification of access to and extension of underground utilities, ramps and curb cuts (collectively, the "**Parking Lot Improvements**") as well as two transit hub structures with four (4) canopy areas and two (2) canopy areas respectively, and associated foundations and columns, signage, automated ticket machines, benches, lighting and other furnishings (collectively, the "**Structures**") as depicted on the preliminary design drawings attached hereto as Exhibit B (the Parking Lot Improvements and Structures are collectively referred to herein as the "**Improvements**"); and (3) to operate bus service on the Licensed Premises to and from the entries and exits of the Center, and along the designated route, all as delineated on Exhibit A, for its buses and related vehicular transit purposes; and for no other purpose without the prior written consent of Licensor. The license granted hereunder with respect to the Licensed Premises delineated as "Park and Ride License" on Exhibit A attached hereto (the "**Park and Ride License**") shall terminate on the date that the City of Glendale Park and Ride facility opens to the general public. Licensee's bus service on the Licensed Premises shall be limited at all times to six (6) bus service routes (four (4) local bus service routes and two (2) express routes), or in the event that the Park and Ride License terminates pursuant to the preceding sentence, four (4) local bus service routes. Licensee may not add additional bus routes or any express route to or on the Licensed Premises without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. There shall be no more than six (6) buses on the Licensed Premises at any one time. Buses may not stage or layover on the Licensed Premises for over 40 minutes and there shall be no overnight parking of buses on the Licensed Premises or other areas of the Center. Buses may not stage or layover anywhere on the Licensed Premises except within the area delineated as "Layover Area" on Exhibit A attached hereto, and may stop at designated bus stops only for such periods as are reasonably necessary for the deposit and pickup of passengers.

3.2 Licensee confirms that it has (a) inspected the Licensed Premises; (b) accepted the Licensed Premises for use "AS IS" with no representation or warranty by or on behalf of Licensor as to the condition or suitability of the Licensed Premises or of the Center for Licensee's use thereof; and (c) agreed that Licensor has no obligation to improve, maintain or repair the Licensed Premises or the Center unless said obligation is expressly set forth in this Agreement.

3.3 Licensee shall promptly, at its sole cost and expense, comply with all applicable laws, statutes, ordinances, codes, requirements, rules and regulations now or hereafter in force of all governmental authorities ("**Laws**") affecting the Licensed Premises, the Improvements and Licensee's activities in the Center.

3.4 Licensee shall not place or permit placement of any written printed or other materials in, on or adjacent to the Structures (including but not limited to advertising, signs, symbols, banners, handbills, cell towers and artwork) without the prior written consent of Licensor, except that Licensee has the right to display standard City of Glendale transit bus timetables and maps of the transit system inside the Structures.

3.5 During the Term and Extended Term, the Improvements constructed upon the Licensed Premises shall be the property of Licensee, subject to all of the terms and conditions herein. Licensor, its occupants, permittees and invitees and Licensee's permittees and invitees shall have the right to use the Improvements in common with Licensee on a non-

exclusive basis. Licensee shall have no right to remove or alter the Improvements without the Licensor's prior written consent.

4. **TERMINATION OF AGREEMENT.**

4.1 Licensor or Licensee, at each of their sole discretion, at any time during the Term, may terminate this Agreement as to all or any portion of the Licensed Premises by giving written notice to the other (the "**Termination Notice**"). This Agreement shall terminate with respect to all or such portion of the Licensed Premises ninety (90) days from the date the Termination Notice is received by the non-terminating party (the "**Early Termination Date**").

4.2 At the end of the Term, effective as of the Early Termination Date and the Termination Date (as applicable) or on the date of any other earlier termination of this Agreement in accordance with this Agreement, Licensee shall remise, release, quitclaim and surrender the Licensed Premises and the Parking Lot Improvements to the Licensor free and clear of all encumbrances and forever release and discharge Licensor or its successors or assigns from any and all claims, demands or causes of action whatsoever against Licensor or its successors or assigns arising out of or in connection with this Agreement. Upon the Termination Date, the Early Termination Date (if exercised by Licensee) or the date of any other earlier termination of this Agreement in accordance with this Agreement, Licensee agrees to promptly remove the Structures at its sole cost and expense and restore the former Structure sites to their condition which existed upon the completion of the Parking Lot Improvements, reasonable wear and tear excepted. Additionally, on the Termination Date, Early Termination Date or the date of any other earlier termination of this Agreement, the right of Licensee to travel upon or otherwise use the Licensed Premises will cease.

4.3 In the event Licensor terminates this Agreement as to all or any portion of the Licensed Premises pursuant to this Section 4 within the first ten (10) years of the Term, Licensor shall pay to Licensee within ninety (90) days following the Early Termination Date, the Reimbursement Amount (as defined below) with respect to the Improvements on the Licensed Premises as to which this Agreement has terminated. The "**Reimbursement Amount**" means the lesser of the unamortized (a) actual costs of construction of all or any component of the Improvements or (b) the amount set forth on the Scope of Work (as defined below) for all or any component of the Improvements, using a ten (10) year straight line schedule beginning with the amount set forth in (a) or (b) above, as applicable, and ending with the Improvements having a value of $0.00. At completion of construction of the Improvements, Licensee shall provide to Licensor reasonable documentation evidencing the actual cost of construction of the Improvements (including a breakdown of cost of each component of the Improvements) and Licensee's payment thereof.

5. **FEES AND BILLING PERIOD.**

5.1 Licensee shall pay to Licensor as a license fee for the Licensed Premises at such place or places Licensor may designate from time to time and without notice, demand, offset or deduction, in lawful money of the United States of America, the sum of $10.00 per annum ("**Fees**"), due on the first day of July of each year of the Term. Unless Licensor notifies Licensee otherwise, all payment of Fees shall be made payable and sent to: Arrowhead Towne Center LLC, P.O. Box 511256, Los Angeles, CA 90051-7811.

6. CONSTRUCTION OF IMPROVEMENTS.

6.1 **Demolition and Construction of Improvements.** Licensee shall be permitted to perform the Demolition and construct the Improvements on the Licensed Premises subject to the terms and conditions provided herein. Licensee shall cause the Demolition and construction of the Improvements to be performed at its sole cost and expense by a licensed contractor in a good and workmanlike manner and in compliance with all applicable laws, including, without limitation, the Americans with Disabilities Act of 1990 (as amended or as may be amended, the "**ADA**"), and in accordance with the Construction Schedule and the Approved Plans (each as defined herein) each approved in writing by Licensor. Licensee shall be responsible, at its sole cost and expense, for any improvements necessary to the path of travel from the Improvements to the Center to comply with the ADA. Licensee shall restore to their original condition any areas adjacent to the Improvements damaged by Licensee's construction activities.

6.2 **Licensor's Approval of Scope of Work, Design and Location of Improvements.** Prior to Demolition and construction of the Improvements, Licensee shall provide to Licensor (a) a detailed scope of work for Demolition and construction of the Improvements including a cost breakdown for each component of the Demolition and the Improvements (the "**Scope of Work**") and (b) plans and specifications for the design of the Improvements and the location of the Improvements ("**Plans**"). Licensor will not unreasonably delay its review of such Scope of Work and Plans, and will either approve or disapprove the Scope of Work and Plans no later than thirty (30) days after the Scope of Work and Plans are submitted to Licensor. Licensor has the right to approve the Scope of Work and the Plans in its sole and reasonable discretion before Demolition or construction begins, including any changes, modifications or supplements to the Scope of Work and Plans previously approved by Licensor (the "**Approved Scope of Work**" and the "**Approved Plans**").

6.3 **Licensor's Right to Construct the Improvements.** Licensee acknowledges that Licensor intends to perform certain renovations in and around the Licensed Premises (the "**Licensor Renovations**"). Licensor reserves the right to perform the Demolition or construct any portion of the Improvements in connection with the Licensor Renovations or otherwise. If Licensor so elects, Licensor shall provide Licensee with written notice of the Demolition that it elects to perform or the portion of the Improvements that it elects to construct prior to Licensee's commencement of Demolition or construction of such portion of the Improvements. Within thirty (30) days after request therefor, Licensee shall pay to Licensor all reasonable costs and expenses related to the Demolition or the portion of the Improvements constructed or to be constructed by Licensee in the amounts set forth on the Approved Scope of Work.

6.4 **Construction Schedule.**

a. Licensee shall perform the Demolition and construct the Improvements in accordance with the Approved Plans and the construction schedule approved in writing by Licensor prior to commencement of construction (the "**Approved Construction Schedule**"), subject to Force Majeure (as defined below). In no event shall Licensee perform any Demolition, construction or renovations during the months of November and December.

b. As used herein, "**Force Majeure**" means any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war or terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions (excluding actions of Licensee or any agency or instrumentality of Licensee), civil commotions, fire or other casualty, in each case if due to a cause beyond the reasonable control of the party obligated to perform. A Force Majeure event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of a party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure (subject to any limitations expressly provided herein). A cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees or contractors.

c. Licensee shall provide Licensor with weekly progress reports relating to the Demolition and the construction of the Improvements and shall immediately notify Licensor of any delay in Demolition or construction and the impact of such delay on the Approved Construction Schedule.

d. In the event that there is any delay in Demolition or construction of the Improvements that, based upon the progress reports and in the sole discretion of Licensor, could result in or actually results in construction work extending beyond November 1, 2015, Licensee's commencing or continuing such construction work shall be subject to the prior written approval of Licensor and Licensor may impose any conditions on such construction in its sole and absolute discretion, including, without limitation, that Licensee cease such work and remove all materials from the Center all at Licensee's sole cost and expense.

6.5 **Construction Staging and Traffic Control During Construction.** Prior to commencement of Demolition and construction of the Improvements, Licensee shall submit to Licensor for approval and Licensor shall approve in writing a construction staging plan for the manner of delivery and proposed location of construction materials and equipment and a traffic control plan during construction.

6.6 **Liens.** Licensee agrees to keep the Licensed Premises free and clear of any mechanics' or materialmens' liens for labor performed or materials furnished at the instance or request of Licensee or anyone claiming under Licensee.

6.7 **Alterations.** Any alterations, modifications or relocation of all or any portion of the Improvements requires the prior written consent of Licensor and shall be performed at Licensee's sole cost and expense, except as set forth in Section 8 or other provisions within this Agreement. Notwithstanding any provision in this Agreement to the contrary, it shall be Licensee's duty to ascertain and implement any alterations, modifications, improvements or other measures on, to or about the Licensed Premises that may be required in order to ensure the safe operation at all times of the bus service on the Licensed Premises and the safety of its patrons, at Licensee's sole cost and expense, provided, however, that any such alterations, modifications or other measures shall be subject to prior written approval by Licensor.

7. **LICENSOR RENOVATIONS.**

7.1 Licensee agrees to reasonably cooperate with Licensor in connection with the Licensor Renovations or any future renovations, modifications, changes, maintenance or updates to the Center, including with respect to any modifications to the Scope of Work, Approved Scope of Work, Plans, Approved Plans, Approved Construction Schedule, Licensee's construction staging or Licensee's traffic control plan requested by Licensor that may be reasonably necessary.

8. **MAINTENANCE.**

8.1 **Licensor Obligations.** Licensor agrees, at its sole cost and expense (except as provided in Section 8.3 below), to keep the Licensed Premises free and clear from debris and to pay for the electrical cost of keeping the Licensed Premises lighted with the existing Center lighting during hours of transit operation in accordance with the existing custom and practice followed by the Licensor with respect to the Center.

8.2 **Licensee Obligations.** Other than as set forth in Section 8.1 and Section 8.3, Licensee, at its sole cost and expense, shall provide for the maintenance and repair of the Licensed Premises and the Improvements, keeping them in good condition and repair and in compliance with all applicable laws and regulations, including, but not limited to, to the extent that an easement is enforced, maintenance and repair of the lighting on the Licensed Premises, the ticket machines, prompt cleaning and removal of graffiti and other markings from the Structures and, at least on a quarterly basis, power washing of the Structures (or prompt reimbursement of Licensor for the cost of such cleaning). Licensor may notify Licensee that such maintenance and repairs shall be performed by Licensee. Licensor may perform the maintenance and/or repair of the Licensed Premises. If Licensor performs the maintenance or repair, Licensee shall reimburse Licensor within thirty (30) days following Licensee's receipt of Licensor's request for reimbursement.

8.3 **Inner Ring Road Maintenance.** Licensor and Licensee acknowledge that portions of the inner ring road of the Licensed Premises depicted on Exhibit C (the "**Inner Ring Road**") will be comprised of only asphalt and not concrete. As such, the following maintenance shall be performed:

(a) Throughout the Term and the Extended Term (if applicable), Licensor shall perform the following maintenance and repairs on the entire Inner Ring Road (other than on the area designated as "New PCCP Area" on Exhibit C, which shall be the sole responsibility of Licensee to repair and maintain pursuant to Section 8.2 above) at any time in Licensor's reasonable discretion: (a) slurry seal, (b) microseal, (c) mill and overlay, (d) pavement markings, and (e) saw cut and replacement of pavement. If Licensor performs the maintenance or repair of the Inner Ring Road as set forth in this Section 8.3(a), Licensee shall reimburse Licensor for sixty percent (60%) of the total cost of such maintenance or repair of the Inner Ring Road and ancillary costs related to such repairs (including, but not limited to, design, maintenance and protection of traffic flow, mobilization and construction surveying and layout) within thirty (30) days following Licensee's receipt of Licensor's request for reimbursement.

(b) Within one hundred and twenty (120) days after Licensor notifies Licensee, but in any event prior to October 31, 2017, Licensee shall, at its sole cost and expense, perform the following work to the entire Inner Ring Road (other than on the area designated as "New PCCP Area" on Exhibit C): (a) install a new aggregate base for new AC pavement of 9" and (b) install 4" of asphalt over the new aggregate base, both in conformance with the Report on Geotechnical Investigation by Speedie and Associates dated April 7, 2015, project number 150306S (collectively, the "**Base and Asphalt Upgrade**").

8.4 **Electricity Charges.** Licensee shall reimburse Licensor for all electricity charges for lighting the Licensed Premises and for the operation of ticket vending machines and any other services relating to Licensee's use of the Licensed Premises, as reasonably determined by Licensor, such reimbursement to be paid within thirty (30) days following Licensee's receipt of Licensor's request for reimbursement.

8.5 **Inner Ring Road Maintenance Costs.** Attached as Exhibit D is an estimate of Inner Ring Road maintenance costs anticipated in connection with the maintenance and work set forth in Section 8.3 above (the "Cost Estimate"), which was prepared by Licensee's consultant and not confirmed by Licensor. The parties acknowledge and agree that such Cost Estimate is an estimate only and that the actual maintenance performed on the Inner Ring Road and cost thereof is subject in all respects to the terms and conditions of Section 8.3 above.

9. RELOCATION.

9.1 Licensor shall have the right, at its sole cost and expense, to temporarily or permanently relocate the Licensed Premises and the Improvements to another area of the Center. In the event of any temporary relocation of the Licensed Premises, Licensor will provide Licensee with at least seven (7) days' prior notice, and in the event of any permanent relocation of the Licensed Premises, Licensor will provide Licensee with at least ninety (90) days' prior notice.

10. PARKING.

10.1 Licensee acknowledges and agrees that the license granted hereunder in and to the Licensed Premises does not include the parking of vehicles by the Licensee Parties (as defined below) in Licensor's parking areas in the Center (the "**Parking Areas**"). If Licensor obtains knowledge that any of the Licensee Parties are utilizing parking spaces in the Parking Areas, Licensee agrees to negotiate in good faith with Licensor as to the terms and conditions of use of such parking spaces by the Licensee Parties, including the payment of fees therefor. Licensee hereby agrees to cooperate with Licensor to resolve any conditions or circumstances resulting from the parking of vehicles by any of the Licensee Parties in the Parking Areas.

11. INSURANCE.

11.1 **Insurance Required.** At all times during the Term, Licensee shall procure and maintain, at its sole cost and expense, the following policies of insurance.

11.2 **Liability.** Commercial general liability insurance with broad form contractual liability coverage and with coverage limits of not less than $3,000,000.00 combined single limit,

per occurrence, and $5,000,000.00 general aggregate. This insurance shall be on an occurrence basis, not a claims-made basis. There shall be no exclusions relating to construction activity.

11.3 **Workers' Compensation.** Workers' compensation insurance in the amount required by the state in which the Center is located and employers' liability insurance on an "occurrence" basis but, in either case, with a limit of not less than $1,000,000.00 each accident, $1,000,000.00 each employee by disease and $1,000,000.00 policy aggregate by disease, for the benefit of Licensee's employees.

11.4 **Property.** Property insurance covering any peril generally included in the classification ISO Causes of Loss - Special Form covering all (i) personal property of Licensee, and (ii) improvements in an amount not less than 100% of their full replacement cost. Such policy shall also include Builder's Risk coverage during the period of any construction. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

11.5 **Automobile Insurance**. Business automobile liability insurance covering all owned, non-owned and hired or borrowed vehicles of Licensee or of the invitees, customers, agents, employees and independent contractors of Licensee ("**Licensee Parties**") used in connection with the operation of its business from the Licensed Premises, with limits of not less than $5,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage.

11.6 **Construction**. All contractors, suppliers, and vendors used by Licensee in performing construction shall be bondable (but not necessarily bonded) and licensed to do business in the State where the Center is located. Any construction contract entered into by Licensee pursuant hereto shall contain suitable provisions for indemnification by the General Contractor of Licensee and Licensor for the above coverages as well.

11.7 **Specifications.** All policies of insurance provided for in this Section 11 shall (a) be issued by insurance companies that have a general policyholder's rating of not less than "A-" and a financial rating of not less than Class VII as rated in the most current available "Best's Insurance Reports", and that have been admitted or qualified to do business in the state where the Center is located by the insurance commission or other highest board, body or official responsible for overseeing the insurance business in such state, and (b) name Licensor, Licensor's manager, all mortgagees and such other individuals or entities as Licensor may from time-to-time designate, as "additional insureds" and contain Waivers of Subrogation. Licensee shall provide to Licensor, at least 10 days prior to the Commencement Date and thereafter 30 days prior to the expiration of any such policies, certificates of all insurance to evidence insurance procured by Licensee as required hereunder. All certificates of insurance delivered to Licensor shall contain an agreement by the company issuing said policy to give Licensor 20 days' advance written notice of any cancellation, lapse, nonrenewal, reduction or other adverse change respecting such insurance. All commercial general liability insurance, property damage or other casualty policies shall be written as primary policies, not contributory with or secondary to coverage that Licensor may carry. If, at any time during the Term or Extended Term, Licensee fails to obtain and maintain any insurance which Licensee is required to obtain and maintain under this License or to timely provide Licensor with certificates of insurance, Licensor shall have the right (but not the obligation) to procure such insurance and Licensee shall pay to Licensor, promptly on

demand, the costs and expenses thereof. All insurance policies required to be carried by Licensee hereunder shall insure Licensee's performance of the indemnity provisions of this License, but the amount of insurance shall not limit Licensee's liability or relieve Licensee of any obligation hereunder. Furthermore, Licensee shall cause all agents, contractors, and consultants retained on their behalf to uphold the same policies, terms and standards as noted above.

12. INDEMNITY AND LIABILITY.

12.1 Licensee hereby agrees to indemnify, defend and hold Licensor and its manager, Licensor's designees, mall occupants and the respective past, present and future partners, officers, directors, shareholders, members, beneficiaries, trustees, employees, agents and independent contractors of both Licensor and its manager, designees and mall occupants, and their respective successors and assigns (collectively, "**Licensor Parties**") harmless from and against any and all claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses, including reasonable attorneys' and other expert and third party fees and costs ("**Claims**") for property damage, personal injury or any other matter arising, claimed, charged or incurred against or by Licensor or any of the Licensor Parties in connection with or relating to any event, condition, matter or thing which (a) occurs in, on, under or about the Licensed Premises and the Improvements or related to the Demolition from any cause except to the extent due to the negligence or willful misconduct of Licensor, (b) occurs in, on, under or about the remainder of the Center to the extent due to the negligence or willful misconduct of Licensee or any of the Licensee Parties or (c) is caused by or relates to any default, breach, violation or non-performance by Licensee of any provision of this Agreement.

12.2 In no event shall Licensor be liable to Licensee or any of the Licensee Parties for any damages or Claims arising out of or in connection with (a) any act or omission of any occupant, permittee or invitee or for losses arising out of or in connection with theft or burglary or other acts or omissions of third parties, or (b) fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Licensed Premises or the Center, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures.

13. CONDEMNATION AND CASUALTY.

13.1 **Condemnation.** If Licensor receives notice that the whole of or any substantial part of the Licensed Premises shall be temporarily or permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of or in lieu of such taking, so as to render the remaining portion of the Licensed Premises unsuitable for the purposes intended hereunder, Licensor shall provide written notice to Licensee. In such event, Licensor or Licensee may, at their option, terminate this Agreement upon at least sixty (60) days prior written notice to other party. Licensee shall not have the right to terminate this Agreement pursuant to the preceding sentence unless (i) the business of Licensee conducted in the portion of the Licensed Premises taken cannot be carried on with substantially the same utility and efficiency in the remainder of the Licensed Premises, and (ii) Licensee cannot secure substantially similar alternate space upon the same terms and conditions as set forth in this Agreement from Licensor.

13.2 **Casualty.** Upon the occurrence of a casualty to the Licensed Premises or the Center, Licensor shall have the right (in its sole discretion) to elect either to commence repair and

restoration of the Licensed Premises and/or Center, as applicable (in which event this Agreement shall continue in full force and effect and Licensor and Licensee shall diligently perform their respective repair and restoration obligations) or not to perform such repair and restoration, in which event this Agreement shall cease and terminate sixty (60) days after Licensor's notice of its election to terminate. Licensor shall give Licensee notice of its election under this Section 13.2 within ninety (90) days following the date of such casualty. The repair and restoration of the Improvements after the occurrence of a casualty with respect to the Improvements shall be the responsibility of Licensee. Licensor shall have the right to terminate this Agreement if Licensee does not complete repair and restoration of the Improvements within one hundred eight (180) days following such casualty.

14. **SURRENDER.**

14.1 Upon the expiration of the Term of the Agreement, or upon its earlier termination, as herein provided, Licensee shall cease use of the Licensed Premises.

15. **HOLDING OVER.**

15.1 Should Licensee hold over after the expiration of the Term of this Agreement, such holding over shall constitute and be construed as a month-to-month license only, unless otherwise agreed in writing, and such license shall be subject to every other term, covenant and agreement contained herein. This paragraph shall not be construed as authorizing or condoning a holding over by the Licensee (or limit any of Licensor's rights and remedies incident to a holding over under this Agreement, at law or in equity).

16. **DEFAULT.**

16.1 In the event of Licensee's breach or default under this Agreement, if Licensee shall fail to cure or correct said breach or default within seven (7) days after written notice from Licensor to cure such default (unless such breach or default cannot reasonably be cured within seven (7) days, in which case such seven (7) day period shall be extended for such period of time as shall be reasonably required to cure such default with diligence, not to exceed sixty (60) days, provided that as a condition to such extension, Licensee shall have commenced such cure within said seven (7) day period and shall prosecute such cure to completion with reasonable diligence), then in such event Licensor may, at Licensor's option, terminate this Agreement with notice of such termination to Licensee and/or exercise in connection therewith or separately any other right or remedy provided by law or in equity. Waiver by Licensor of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.

17. **ASSIGNMENT.**

17.1 Licensee may not voluntarily or by operation of law assign, mortgage, pledge, sublet all or any portion or otherwise transfer or encumber all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of Licensor, which consent may be withheld by Licensor in its sole and absolute discretion.

17.2 This Agreement shall be deemed to be transferred to the successors or assigns of the Licensor without execution of any further documents, provided the transferee gives notice and evidence of such succession or assignment to the Licensee.

18. NOTICES.

18.1 Any notices or demands which shall be required or permitted by law or by any provision of this Agreement shall be in writing and shall be personally delivered or mailed, registered or certified, postage prepaid, or delivered by reputable overnight courier service that confirms delivery, to the parties as follows, or to such other address or addresses as Licensor or Licensee may from time to time designate in writing to the other:

Licensor:

Arrowhead Towne Center LLC
7700 W. Arrowhead Towne Center
Glendale, Arizona 85308
Attn: Center Manager

With a copy to:

Arrowhead Towne Center LLC
c/o The Macerich Company
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
Attn: Legal Department

Licensee:

Glendale Transit Office
6210 W. Myrtle Ave, Bldg. S
Glendale, Arizona 85301
Attn: Transit Administrator

With a copy to:

Glendale City Attorney's Office
5850 West Glendale Avenue
Suite 450
Glendale, Arizona 85301

The effective date of any such notice or demand shall be deemed to be the date of receipt or refusal to receive (in the event of personal service or delivery by overnight courier service) or the date of mailing (in the event of depositing in the U.S. mail).

19. CANCELLATION CLAUSE.

19.1 This Agreement may be terminated pursuant to the provisions of A.R.S. 38-511.

20. WAIVER.

20.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing and signed by both parties.

21. ENTIRE AGREEMENT.

21.1 This Agreement constitutes the entire agreement between Licensor and Licensee relating to the Licensed Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Licensor or Licensee unless set forth in writing and duly executed by both parties.

22. **TIME.**

22.1 Time is of the essence of this Agreement and of every covenant, term and condition contained herein, and it is to be construed according to the laws of the State of Arizona. Venue for any legal action brought relating to this Agreement is proper only in Maricopa County, Arizona.

23. **BENEFIT.**

23.1 The covenants herein shall extend to and be binding upon the successors and assigns of the parties to the Agreement.

24. **TAXES.**

24.1 Licensee shall pay directly to Licensor or to the appropriate taxing authority, before delinquency, any and all taxes (including any excise, transaction, sales or privilege tax imposed upon Licensor on account of, attributed to, or measured by fees or rent), assessments and public charges levied, assessed or imposed by governmental authorities upon Licensee's business, upon fees or rent, upon Licensee's licensed interest, as well as upon Licensee's right to do business on the Licensed Premises.

25. **SEVERABILITY.**

25.1 If any provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. **SURVIVAL.**

26.1 Every obligation to pay Fees and every indemnification of one party by the other shall survive the expiration or earlier termination of this Agreement, unless and to the extent otherwise expressly provided in this Agreement.

27. **LICENSOR RIGHTS.**

27.1 Licensor shall have the right and privilege at all times of determining the nature and extent of the common area and the Center and of making such changes, rearrangements, additions and reductions therein from time-to-time as Licensor deems desirable.

28. **SUPERIOR AGREEMENTS.**

28.1 Save and except for matters expressly addressed herein, this Agreement and Licensee's rights hereunder are subject and subordinate in all respects to all mortgages, deeds of trust, ground leases, reciprocal easement agreements, declarations, covenants, conditions, restrictions, easements, rights-of-way and other matters of record (whether placed of record on, prior to, or after the date of this Agreement) affecting all or any portion of the Center, as the same may be modified, amended and supplemented from time-to-time. Licensee acknowledges and agrees that (i) the responsibility for maintenance and repair of the Licensed Premises shall be in accordance with the Superior Agreements, and (ii)

the Licensed Premises is subject to temporary closure as provided in the Superior Agreements for the purpose of preventing the acquisition of prescriptive rights.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

LICENSOR:

ARROWHEAD TOWNE CENTER LLC,
a Delaware limited liability company

By: NEW RIVER ASSOCIATES,
an Arizona general partnership,
its sole member

By: WESTCOR REALTY LIMITED PARTNERSHIP,
a Delaware limited partnership,
its managing general partner

By: MACERICH WRLP CORP.,
a Delaware corporation,
its general partner

By: _____
Name: Don M. Foster
Title SVP, Design + Construction

LICENSEE:

CITY OF GLENDALE,
an Arizona municipal corporation

By: _____ for Richard A. Bowers
Richard A. Bowers, Acting City Manager

Approved as to Form:

By: _____
Michael D. Bailey, City Attorney

ATTEST:

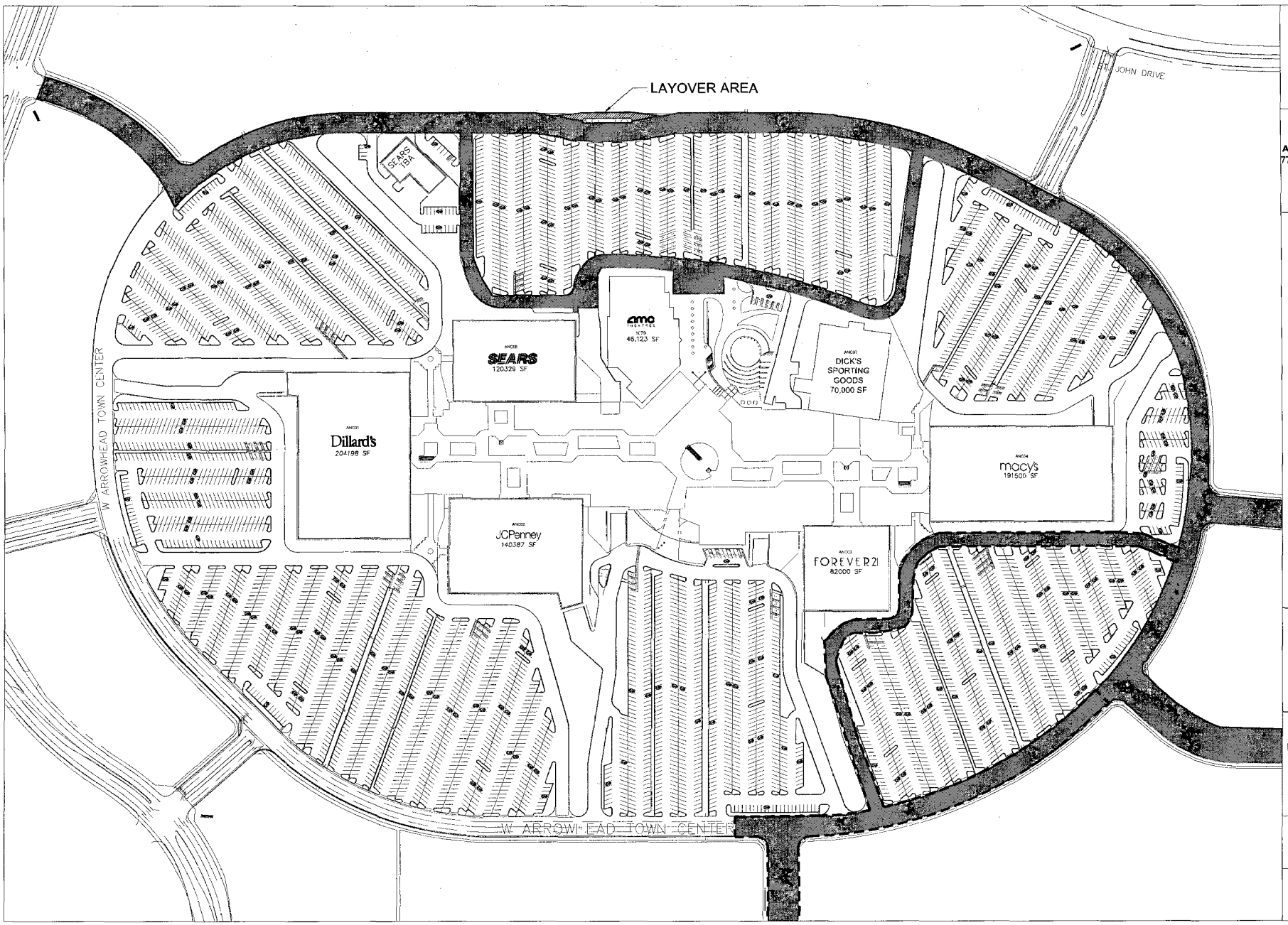
_____
City Clerk

325145.8

Exhibit A

Licensed Premises

[See Attached]



ARROWHEAD
Towne Center
GLENDALE, AZ

Mall Address:

ARROWHEAD TOWNE CENTER
7700 W. Arrowhead Towne Center
Glendale, AZ 85308
Phone: (623) 979-7720
Fax: (623) 979-4447

LICENSED PREMISES

PARK AND RIDE LICENSE

Note:
This is a schematic plan only intended to show the general layout of the shopping center or part thereof. This plan is not to be scaled.

LAST UPDATED: 01.26.15
BY: MH

MACERICH®

visit our web site at
www.macerich.com

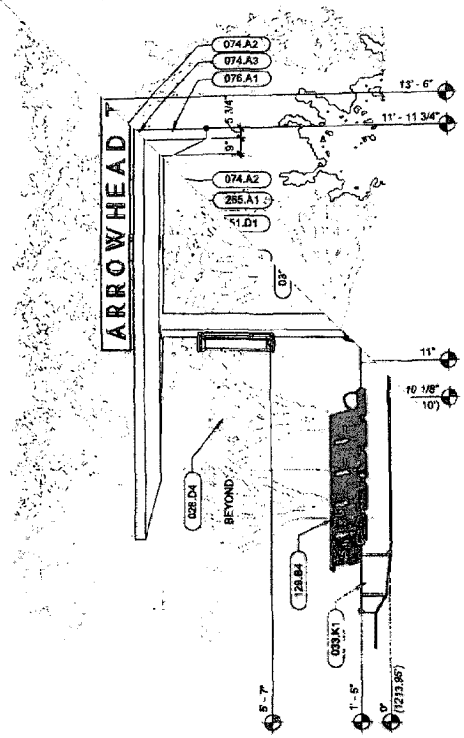
SITE PLAN

NORTH

Exhibit B

Preliminary Design Drawings

[See Attached]



KEYNOTES

028.A4	Existing Landscape Area to Remain
028.D4	Existing Planter Wall to Remain
033.E1	Cast-In-Place Concrete Footing - See Structural Dwgs
033.F5	Cast-In-Place Battered Concrete Retaining Wall
033.F6	Cast-In-Place Concrete Column Base - See Structural Dwgs
033.F7	Cast-In-Place Drilled Concrete Pier - See Structural Dwgs
033.K1	Cast-In-Place Concrete Bench
051.C1	Steel Beam - See Structural Dwgs
051.D1	Powder Coated Steel Column, Color to Match Benjamin Moore 1546 "Gargoyle" - See Structural Dwgs
074.A2	Metal Soffit Panels, Finish to Match Ceilings Plus S-18N Sarante Tan Sawn Oak
074.A3	Metal Fascia - Mechanically Shaped to Match Curve of Structure, Prefinished Custom Color to Match Benjamin Moore 1546 "Gargoyle"
076.A1	Standing Seam Metal Roof Over Steel Sructure, Every Panel Mechanically Shaped to Curvature of Roof Structure, Prefinished Custom Color to Match Benjamin Moore 1546 "Gargoyle"
093.A4	Porcelain Tile "Sandstone" to Match Mall Sign Specifications
101.A2	Transit Sign / Map, Under Separate Permit
101.A3	Locking Glass Cabinet w/ Cont Hinge for Transit Map Display, Recess Flush in Sign Cabinet
101.G1	Metal Sign Cabinet with Applied "Rusted" Finish to Match Mall Signs with Internally Illuminated Push-Thru Letters to Match Mall Signs, Letters to Project 1/4" From Face of Sign Cabinet, Under Separate Permit
110.A1	Fare Vending Machine (FVM) w/ Two (2) 1" Conduits (1 Power, 1 Data),
129.B4	Exterior Powdercoated Seating, Mount to Horizontal Concrete Surface
129.E5	Stainless Steel Seat Dividers
265.A1	Light Fixture - See Electrical Dwgs

BUILDING ELEVATION GENERAL NOTES

'imensions are to structural grid, face of CMU, face of concrete or
' stud, unless noted otherwise. Dimensions noted as "clear" or
e to face of finish material.
' as "align", face of finishes are to align.

DFDG
DICK & FRITSCHE DESIGN GROUP
4545 EAST McKINLEY STREET
PHOENIX, ARIZONA 85008
TELEPHONE: 602.954.9060
FACSIMILE: 602.954.6954
WWW.DFDG.COM

REGISTERED ARCHITECT
CERTIFICATE NO. 25655
DARRIN L. ORNDORFF
EXPIRES 12-31-15
ARIZONA U.S.A.

EXPIRES: 12-31-15

DOCUMENT COPYRIGHTED IN 2015

ISSUE

4.2.15 - 60% Submittal
4.13.15 - 100% Submittal

REVISIONS

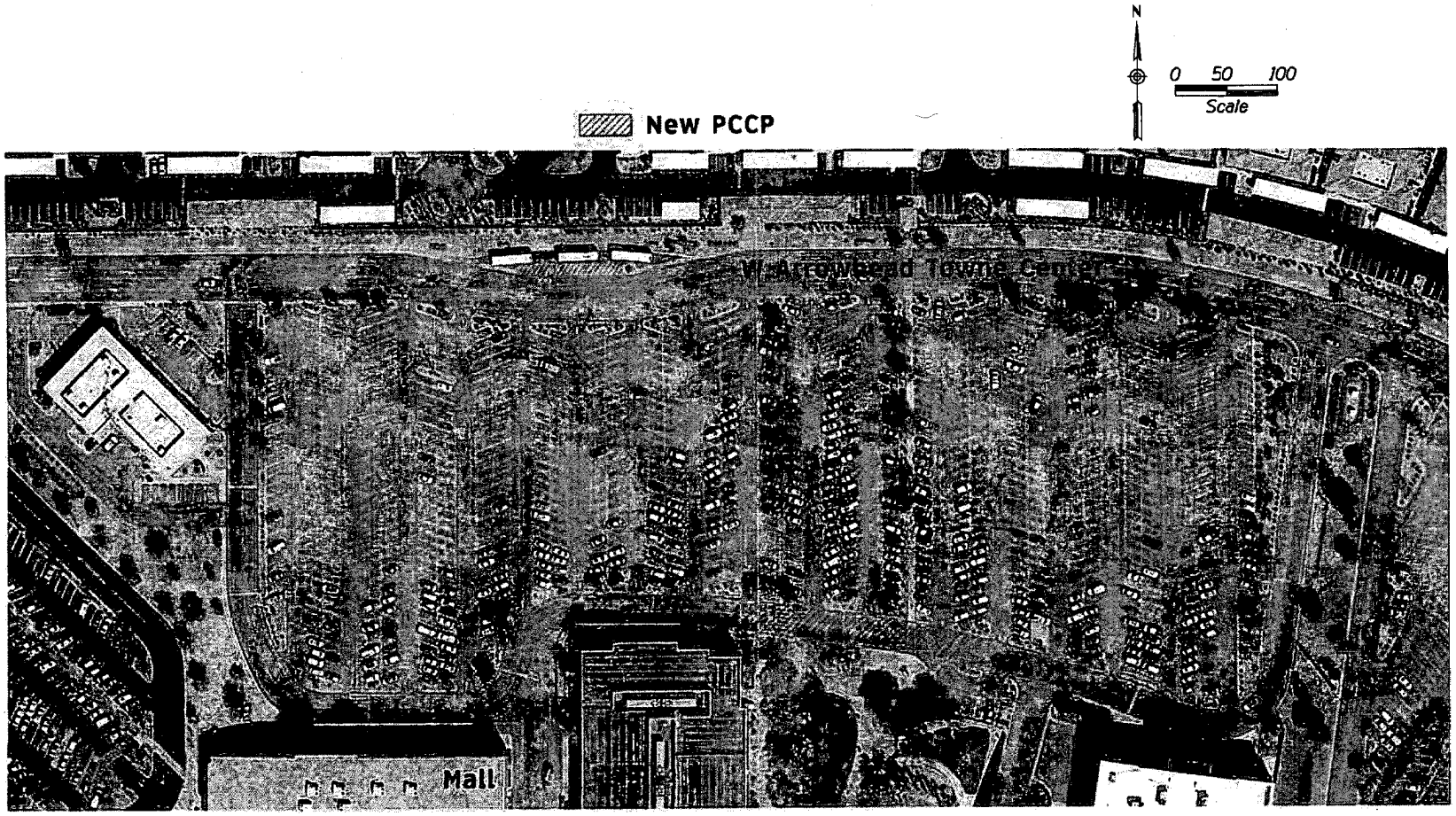
4.29.15 City Comments/Changes 1

enter
enter
a 85308

Exhibit C

Inner Ring Road

[See Attached]



Inner Ring Road
Exhibit C

Exhibit D

Cost Estimate

[See Attached]

Arrowhead Towne Center
Inner Ring Road

DATE: 5/19/2015

Inner Ring Road (Exhibit C) - Pavement Replacement (No PCCP) - Total Cost			TOTAL PROJECT	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
AC MAINTENANCE (SLURRY SEAL - IN 5 YEARS)	SQ.YD.	5,150	$2.00	$10,300.00
AC MAINTENANCE (MICROSEAL - IN 10 YEARS)	SQ.YD.	5,150	$2.50	$12,875.00
AC MAINTENANCE (MILL AND OVERLAY - IN 15 YEARS)	SQ.YD.	5,150	$12.00	$61,800.00
PAVEMENT MARKINGS (4 APPLICATIONS)	L.FT.	7,200	$0.30	$2,160.00
REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	5,150	$3.00	$15,450.00
9" AGGREGATE BASE, CLASS 2 (FOR NEW AC PAVEMENT)	CU.YD.	1,290	$40.00	$51,600.00
4" ASPHALTIC CONCRETE (3/4" MIX)	TON	1,130	$135.00	$152,550.00
APPROXIMATE PROJECT SUBTOTAL (ROUNDED)				$307,000.00
DESIGN CONTINGENCIES		30%		$92,000.00
MAINTENANCE AND PROTECTION OF TRAFFIC		8%		$32,000.00
MOBILIZATION		10%		$44,000.00
CONSTRUCTION SURVEYING AND LAYOUT		2%		$9,000.00
APPROXIMATE PROJECT TOTAL				$484,000.00

Description: **Reconstruct Inner Ring Road with New AC Pavement. New concrete bus parking area is not included.**
20 Years of Maintenance