

CITY OF GLENDALE, ARIZONA

**AMENDED AND RESTATED
PARKING LICENSE AND
AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS**

(Agreement C-5488)

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

When Recorded, Return To:

Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016
Attn: Dean C. Short, II

CAPTION HEADING:

AMENDED AND RESTATED PARKING LICENSE AND AGREEMENT WITH
COVENANTS, CONDITIONS AND RESTRICTIONS

Originally recorded on October 28, 2005 as Instrument No. 20051631081 and Re-Recorded on
December 14, 2005 as Instrument No. 20051889709

This Amended and Restated Parking License and Agreement with Covenants, Conditions and Restrictions is being re-recorded for the sole purpose of correcting certain scrivener's errors in the Legal Description of "EXHIBIT A" to the Amended and Restated Parking License and Agreement with Covenants, Conditions and Restrictions. The corrections to the Legal Description are noted with asterisks (*) in the attached EXHIBIT "A" to the Amended and Restated Parking License and Agreement with Covenants, Conditions and Restrictions.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20061589709 12/14/2006 15 37
1407A-60-2-2--
ELECTRONIC RECORDING

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Phoenix, Arizona 85016
Attn: Dean C. Short II

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NO TITLE LIABILITY**

**AMENDED AND RESTATED
PARKING LICENSE AND AGREEMENT WITH
COVENANTS, CONDITIONS AND RESTRICTIONS**

The attached document is being re-recorded for purposes of including a portion of the legal description that was omitted from the original document.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20051631081 10/28/2005 10:32
ELECTRONIC RECORDING

WHEN RECORDED, RETURN TO:

Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016-9225
Attention: Dean C. Short, II

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**AMENDED AND RESTATED
PARKING LICENSE AND AGREEMENT WITH
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED PARKING LICENSE AND AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Agreement**") is made as of this 15th day of August, 2005, by and among the TOURISM AND SPORTS AUTHORITY, a corporate and political body dba Arizona Sports and Tourism Authority (the "**Authority**"), the CITY OF GLENDALE, an Arizona municipal corporation (the "**City**"), and B & B HOLDINGS, INC., an Arizona corporation dba Arizona Cardinals (the "**Cardinals**"), and NEW CARDINALS STADIUM, LLC, an Arizona limited liability company ("**Stadium LLC**"). For purposes of this Agreement, references to the Cardinals shall mean the Cardinals and/or Stadium LLC, as appropriate. This Agreement amends and restates in its entirety the Parking License and Agreement with Covenants, Conditions and Restrictions (the "Original Parking Agreement") entered into by the Authority, the City and the Cardinals as of May 27, 2003, and recorded in the Official Records of Maricopa County, Arizona in Instrument No. 2003-1097956. From and after the recordation hereof, the Original Parking Agreement shall be of no further force or effect.

RECITALS:

A. The City and the Authority have entered into that certain Development and Disposition and Intergovernmental Agreement, dated September 3, 2002, and recorded September 5, 2002 in Instrument No. 2002-0912994, Official Records of Maricopa County, Arizona (as the same may be amended from time to time, the "**DDA**"), which provides, in part, for the provision and construction of certain parking upon the Parking Area Land.

B. Pursuant to that certain Development Agreement between the City and the Cardinals dated September 3, 2002, and recorded September 5, 2002 in Instrument No. 2002-0912096, Official Records of Maricopa County, Arizona (as the same may be amended from time to time, the "**Development Agreement**"), the Cardinals have acquired fee title to the Parking Area Land (as the same is legally described on Exhibit "A") to be used in connection with the operations of the Facility. Upon execution of this Agreement, the Cardinals will transfer fee title to the Parking Area Land to Stadium LLC.

C. The Authority, the Cardinals and the City have entered into that certain Memorandum of Agreement dated as of November 1, 2004 (the "**MOA**") which supersedes and amends some of the provisions of the DDA, the Development Agreement and the Original Parking Agreement.

D. The “**Site Plan**” (attached hereto as Exhibit “A-1”) depicts the location and configuration of the Parking Area Land and the Facility.

E. Stadium LLC, as the intended fee owner of the Parking Area Land, intends that this Agreement shall bind (subject to the provisions of Section 2.2.2 below) any person or entity that acquires an interest in the Parking Area Land during the Term (as defined below), including, without limitation, their successors, assigns and Developers (as defined below), to the terms of this Agreement which, in general, provide for the construction, maintenance and use of certain parking spaces on the Parking Area Land.

F. The parking to be constructed on the Parking Area Land may, from time to time, be surface, structured and/or underground parking (collectively, including any combination and modifications of the foregoing, the “**Parking Components**”).

NOW, THEREFORE, in consideration of the premises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby declares and subjects its fee estate to the following covenants, conditions and restrictions:

ARTICLE 1 TERM

1.1 TERM: The “**Term**” hereof shall commence on the date hereof and terminate upon the earlier to occur of (i) termination of the DDA, or (ii) the Expiration Date of the Cardinals Use Agreement; provided, however, that notwithstanding the occurrence of the event described in clause (ii), this Agreement shall remain in full force and effect, with respect to the Exclusive Spaces and the Unshared Spaces only, until the occurrence of the event described in clause (i). At the end of the Term, this Agreement, and the burdens and benefits hereunder, shall terminate, except as to any indemnity obligations set forth herein that expressly survive such termination. Notwithstanding the foregoing, no termination of this Agreement shall relieve the City of any obligations of the City to provide parking to the Authority pursuant to any agreement other than this Agreement, including, without limitation, ARTICLE VIII of the DDA, the Intergovernmental Agreement (“**Intergovernmental Agreement**”) dated as of June 1, 2005 between the City and the Authority, and the MOA.

ARTICLE 2 DEFINITIONS; PROVISION OF PARKING

2.1 DEFINITIONS: For purposes of this Agreement, the following definitions and terms will apply:

2.1.1 Adjacent Parking Spaces: The minimum of 12,000 parking spaces required, following the giving of the applicable notices required by Section 2.3.6 hereof to be available to the Authority on the Parking Area Land for parking during Events at the Facility. Initially, such 12,000 or more spaces shall consist of surface parking areas constructed pursuant to the provisions of Section 2.2.1 and of the MOA.

2.1.2 Agreement: Defined in introductory paragraph.

2.1.3 **Authority**: Defined in introductory paragraph.

2.1.4 **Cardinals**: Defined in introductory paragraph.

2.1.5 **Cardinals Use Agreement**: That certain Amended and Restated Cardinals Use Agreement dated as of August 15, 2005 by and between the Arizona Tourism and Sports Authority, d/b/a the Arizona Sports and Tourism Authority, B & B Holdings, Inc., d/b/a the Arizona Cardinals and New Cardinals Stadium, LLC, as amended from time to time.

2.1.6 **Casualty**: Defined in Section 3.4.1.

2.1.7 **City**: Defined in the introductory paragraph.

2.1.8 **City Code**: The City of Glendale Municipal Code for zoning, life safety, construction and building purposes (including any applicable variances or waivers thereof), as it exists and is interpreted and enforced as of the date of issuance of a building permit for the applicable portion of the Parking Components.

2.1.9 **City Supplied Spaces**: Defined in Section 3.2.

2.1.10 **Condemnation**: Defined in Section 3.4.2.

2.1.11 **DDA**: Defined in the Recitals.

2.1.12 **Default**: Defined in Article 6 hereof.

2.1.13 **Default Rate**: The interest rate per annum equal to two (2) percentage points over the prime rate published from time to time in the Wall Street Journal (or a reasonably equivalent rate if the Wall Street Journal is no longer published), but in no event an amount greater than permitted by law.

2.1.14 **Developer**: Any developer of all or any portion of the Parking Area Land pursuant to any agreement giving that Developer rights to the Parking Area Land, other than a tenant having a leasehold interest to occupy space or area as a tenant within a building.

2.1.15 **Developer Agreement**: Any agreement creating a Developer's rights regarding the development of all or any portion of the Parking Area Land.

2.1.16 **Event**: Any event held at the Facility for which a Facility Use Fee is imposed; provided, however, that for purposes of the Authority's right to use the 2,000 Unshared Spaces (as defined below) and the Exclusive Spaces, the term "Event" will include events held at the Facility for which no Facility Use Fee is imposed.

2.1.17 **Exclusive Spaces**: Defined in Section 2.3.4.

2.1.18 **Expiration Date**: Defined in the Cardinals Use Agreement.

2.1.19 **Facility**: Defined in the DDA.

2.1.20 **Facility Parking Spaces**: The 14,000 on-site parking spaces required by this Agreement to be provided to the Authority or otherwise to be available for use in conjunction with Events at the Facility from within the Parking Components

2.1.21 **Facility Property**: Defined in the DDA.

2.1.22 **Facility Use Fees**: Defined in the Facility Use Fee Agreement.

2.1.23 **Facility Use Fee Agreement**: That certain Facility Use Fee Agreement dated as of August 15, 2005 by and between the Arizona Tourism and Sports Authority, d/b/a the Arizona Sports and Tourism Authority, B & B Holdings, Inc., d/b/a the Arizona Cardinals and New Cardinals Stadium, LLC, as amended from time to time.

2.1.24 **Intergovernmental Agreement**: Defined in Section 1.1.

2.1.25 **Maintenance and Capital Repair Charge**: Defined in the Cardinals Use Agreement.

2.1.26 **Mega Event**: A Super Bowl game, a Fiesta Bowl game, any other college bowl game (including a national championship game or playoff game), an NCAA Final Four basketball tournament game, a World Cup soccer game and a national political party convention.

2.1.27 **MOA**: Defined in the Recitals.

2.1.28 **Mortgage** and **Mortgagee**: Defined in Section 5.1.

2.1.29 **Operating Expenses**: The costs and expenses defined in Section 3.2.

2.1.30 **Overflow Spaces**: The additional 6,000 spaces within one mile of the Parking Area Land to and from which the City will provide shuttle transportation as provided in Section 2.3.8.

2.1.31 **Parking Agreements**: Any written parking agreement, whether by lease, license or other agreement (and whether for reserved or unreserved spaces), entered into between the Cardinals, the City or a Developer and any of their respective tenants or designees (including customers) of any tenant, creating a right to park in the Parking Components.

2.1.32 **Parking Area Land**: That parcel of real property described in Exhibit "A" and any additional land so designated by the Cardinals that is either owned by the Cardinals or subject to a lease by the Cardinals with a term at least as long as the term of this Agreement, provided such additional land is within the boundaries of Loop 101, Maryland Avenue, 91st Avenue and Bethany Home Road.

2.1.33 **Parking Components**: Defined in the Recitals.

2.1.34 **Parking Components Plan**: Any plan and/or site map which is described in Section 2.2.1, as the same may be revised, modified, amended or updated, from time to time by the Cardinals. With respect to any amendments to the Parking Components Plan, the

Authority's consent thereto shall be required, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that the Authority's consent right granted herein shall be limited to the configuration, location, reconfiguration and relocation of Surface Parking on those portions of the Parking Area Land not subject to a Developer Agreement, the Authority hereby acknowledging that the approval right granted herein shall in no event apply to any portion of the Parking Area Land that is subject to a Developer Agreement; and provided further, however, that (i) the Authority may withhold consent to any relocation of the Exclusive Spaces (other than as expressly provided in Section 2.3.4) in the Authority's sole discretion, and (ii) it shall be deemed reasonable for the Authority to withhold consent to any relocation of the Unshared Spaces if such relocation would result in (a) the Unshared Spaces not being located substantially the same distance from the Facility as the same were located prior to such relocation or (b) access to the Unshared Spaces being materially and adversely impacted by such relocation. Upon the recording of any approved revision of the Parking Components Plan, then each such recorded document shall supersede and replace any prior version. Exhibit "B" sets forth the Parking Components Plan effective as of the date hereof.

2.1.35 **Party**: Any party to this Agreement, including the City, the Cardinals and the Authority, and the successors and assigns of each (including, without limitation, Developers).

2.1.36 **Shared Coyote Spaces**: The 6,000 spaces at the Coyote Arena project located north of Maryland Avenue, which is immediately north of the Facility Property, which are owned and controlled by the City and provided to the Authority pursuant to the terms of the DDA.

2.1.37 **Site Plan**: Defined in the Recitals.

2.1.38 **Spaces Actually Shared**. Defined in Section 2.3.5.

2.1.39 **Structured Parking**: All Facility Parking located in or on the Parking Area Land, in a permanent garage (above-ground or subsurface) or other permanent structure. The Structured Parking will, if constructed, replace Surface Parking to the extent of Surface Parking deleted by the development of the applicable portion of the Parking Area Land; provided, however, that any Structured Parking constituting a portion of the Parking Components shall be the last portion of the Parking Components required to be made available for parking for Events at the Facility (i.e., all Surface Parking must first be used before any Structured Parking is required to be provided); and provided further, however, that the portions of the Structured Parking required hereby to be made available, if any, shall be made available in such order Cardinals (or any parking manager appointed by the Cardinals) may elect in such entity's sole and absolute discretion.

2.1.40 **Surface Parking**: Any surface parking spaces located on the Parking Area Land.

2.1.41 **Traffic Control System**: Defined in Section 3.2.

2.1.42 **Transient Parking**: All parking, whether by written agreement or otherwise, other than pursuant to a Parking Agreement. Parking for Events at the Facility will be Transient Parking.

2.1.43 **Unshared Spaces:** Defined in Section 2.3.5.

2.1.44 **Weeknights:** That period of time from 5:30 P.M. (local time) until 2:00 A.M. (local time), Mondays through Fridays.

2.2 PARKING FACILITIES:

2.2.1 **Parking Components Plan.** The Cardinals may create (and, with the prior written consent of any affected Developer and, if required by Section 2.1.34, the Authority, from time to time amend) a plan of development and operation for the Parking Components (the "**Parking Components Plan**"), provided such plan is not inconsistent with the express terms of this Agreement and provides for the parking spaces specified herein. The Parking Components Plan may include provisions governing, without limitation, (i) parking rules and regulations for the operation of the Parking Components; (ii) the size and location of striped parking spaces and the direction and flow of traffic in, out and through the Parking Components; (iii) the time of operation of the Parking Components, (iv) the installation and operation of any Traffic Control System (as defined below); (v) the location and designation of the various Parking Components (either structured or surface); and (vi) any other matters related to the Parking Components. In addition, the Parking Components Plan may designate, change or substitute the location of the various components of the Parking Components by means of a site plan or map, or by narrative description. In conjunction with any development or redevelopment of the Parking Area Land, the location and designation of the Facility Parking, and its components, may change from time to time. Any revisions of the location or configuration of the Parking Area Land shall also be reflected in a modification of the Parking Components Plan. The Parking Components Plan shall be recorded. In accordance with Section 2.2.2, in the event of the development of any portion of the Parking Area Land by a Developer, the portion of the Parking Area Land upon which such Developer constructs buildings, landscaping and other non-parking improvements shall be excluded from the burdens imposed by this Agreement, and the only portions of such development that shall be subject to the burdens imposed by this Agreement are the portions of the parking improvements constructed thereon constituting a portion of the Facility Parking as shown on an amended Parking Components Plan.

2.2.2 **Exempt Parking Components.** Except for the Parking Components designated by the Parking Components Plan to provide the Facility Parking, all other buildings, landscaped areas, parking areas, surface facilities or garages shall be exempt from the burdens imposed hereby upon the Parking Area Land, provided the Facility Parking requirements have otherwise been satisfied. For example, provided the Facility Parking required in this Agreement is provided as and when required hereby, a parking facility associated with office, hotel, retail, entertainment or restaurant uses and related improvements may be designated and restricted, pursuant to the Parking Components Plan, for the exclusive use of such office, hotel, retail, entertainment or restaurant operation, and unavailable as Facility Parking.

2.3 PARKING OBLIGATIONS AND RIGHTS OF THE CARDINALS AND/OR DEVELOPER AND RIGHTS AND BENEFITS OF AUTHORITY:

2.3.1 **General.** In conjunction with the initial development and construction of the Parking Area Land, including the Parking Components, and throughout the Term of this

Agreement, the provision of Facility Parking on the Parking Area Land shall be subject to the development and improvement thereof by the Cardinals and/or one or more Developers, as the case may be. The development of the Parking Area Land and the Parking Components may be performed in phases and may result in the availability, for temporary periods during active construction upon the Parking Area Land, of fewer parking spaces than 14,000 (i.e., than would otherwise be available on the surface of the entire Parking Area Land). In the event that a Developer develops a portion of the Parking Area Land and in connection with any such development any portion of the Facility Parking is removed, such Developer shall be obligated to construct, as a part of such development, one replacement parking space for each parking space so removed to be made available as Facility Parking as and when required hereby; provided, however, that each such Developer shall in no event be obligated to make available more Facility Parking than was eliminated as a result of such Developer's development. Nothing in this Agreement is intended to relieve any Developer from compliance with applicable City zoning or other ordinances.

2.3.2 **Initial Development Phase.** Substantially concurrently with the completion of construction of the Facility, pursuant to the terms of the MOA, the Cardinals shall complete (or cause to be completed) construction of Parking Components upon the Parking Area Land to provide 14,000 surface parking spaces (including required handicapped spaces). Substantially concurrently with the completion of construction of the Facility, pursuant to the terms of the DDA and the MOA, the City shall complete (or cause to be completed) construction of 600 space park and ride lot (the "**Park and Ride Lot**") at a location acceptable to the City, the Cardinals and the Authority.

2.3.3 **Facility Parking Spaces.**

2.3.3.1 **Provision of Facility Parking Spaces.** Substantially concurrently with the completion of construction of the Facility, and thereafter during the Term hereof, the Cardinals, or, if applicable, the Developer of a portion of the Parking Area Land, shall make available the Facility Parking Spaces as, when and to the extent required hereby. The Facility Parking Spaces may be provided in any one or more component(s) of the Parking Components (e.g., Surface Parking and/or Structured Parking). When the Surface Parking capacity of the Parking Area Lands no longer provides the requisite number of parking spaces for the Facility Parking Spaces, then the Cardinals (or, in the event the surface parking capacity was reduced by the development of a portion of the Parking Area Land by a Developer, then the applicable Developer) shall be required, from time to time, to construct or cause the construction of Structured Parking Components having a sufficient number of parking spaces in such Structured Parking Components to provide upon the Parking Area Lands (when added to the total parking spaces remaining as Surface Parking), at least 14,000 Facility Parking Spaces; provided, however, that no Developer shall be obligated to make available more Facility Parking than was eliminated as a result of such Developer's development. As described in **Section 2.3.1**, the number of Facility Parking Spaces may be less than 14,000 from time to time during the Term.

2.3.3.2 **Net Revenues from Facility Parking Spaces.** Other than the Facility Use Fee, and other than in connection with Mega Events for which a Facility Use Fee is not imposed or with the provision of premium parking generally, there shall be no parking fees charged for Facility Events for Facility Parking Spaces or the City Supplied Spaces.

2.3.4 **Authority's Exclusive Parking Spaces.** Substantially concurrently with the completion of construction of the Facility (as contemplated under Section 2.3.2), and thereafter during the Term hereof, the Cardinals shall make available to the Authority the 200 parking spaces shown on the Site Plan (the "**Exclusive Spaces**") and designated as such, which Exclusive Spaces shall be available to the Authority at all times during the Term; provided, however, that during Home Games and Team Events (as those terms are defined in the Cardinals Use Agreement) where the roll-out football field is inside the Facility, the Authority shall have the use of only that number of the Exclusive Spaces required to accommodate the following persons: (i) Authority executive officers and other full time Authority employees actually working at the Facility during the Home Game or Team Event, (ii) Authority Board members, and (iii) senior management of the Concessionaire and Facility Manager (as defined in the Cardinals Use Agreement); and provided, further, however, that upon agreement of the Authority and the Cardinals, such parking spaces may, in the event that the roll-out football field is inside the Facility during the applicable Home Game or Team Event, be located within the exterior area upon which such roll-out football field would be located if such roll-out football field were not located inside the Facility during the applicable Home Game or Team Event.

2.3.5 **Unshared Parking Spaces.** Substantially concurrently with the completion of construction of the Facility (as contemplated under Section 2.3.2), and thereafter during the Term hereof, the Cardinals shall make available to the Authority for Events at the Facility the 2,000 parking spaces in the vicinity of the north and east sides of the Facility, as the same are shown on the Site Plan and as the same may be relocated from time to time by changes in the Parking Components Plan (the "**Unshared Spaces**"), which Unshared Spaces shall be made available to the Authority on at least (i) twenty-four (24) hours prior notice from the Authority to the Cardinals for up to 100 of such spaces, (ii) seventy-two (72) hours notice from the Authority to the Cardinals for more than 100 and up to 500 of such spaces, or (iii) fourteen (14) days prior written notice from the Authority to the Cardinals (or five (5) days prior written notice in the event of a Cardinals playoff game) for more than 500 of such spaces. The Authority shall provide notice to the Cardinals of the anticipated use of the Unshared Spaces for an entire calendar month, including the time, date and the expected attendance, not less than two (2) calendar months in advance of each such calendar month. For example, the anticipated use of the Unshared Spaces for the month of May shall be provided in a notice to the Cardinals by no later than the immediately preceding February 28.

2.3.6 **Adjacent Parking Spaces.** Substantially concurrently with the completion of construction of the Facility (as contemplated under Section 2.3.2), and thereafter during the Term hereof, the Cardinals shall make available to the Authority for Events at the Facility the number of Adjacent Parking Spaces as may be required from time to time in accordance with the notice provisions regarding the Adjacent Parking Spaces described below; provided, however, that if any portion of the Parking Area Land has been developed by a Developer and all or a portion of the parking improvements located on such Developer's development are designated as a part of the Facility Parking by the Parking Components Plan, then the obligation to provide the portion of the Facility Parking located on such Developer's development shall not be the obligation of the Cardinals, but rather the applicable Developer shall be obligated to contract with such Developer's tenants and occupants to make the required parking spaces available. Approximately 4,000 parking spaces not also shared by the occupants, employees, guests and invitees of developments located on the Parking Area Land shall be made

available for Events at the Facility on at least thirty (30) days prior written notice from the Authority to the Cardinals. An additional approximate 8,000 parking spaces not shared by the occupants, employees, guests and invitees of developments located on the Parking Area Land shall be made available for Events at the Facility on at least sixty (60) days prior written notice from the Authority to the Cardinals. The portions of such 12,000 or more spaces which are shared by the occupants, employees, guests and invitees of developments located on the Parking Area Land (the "**Spaces Actually Shared**") may, subject to the terms hereof, be utilized for any Event at the Facility at any time during Weeknights, weekends and certain holidays (which, for this Agreement, shall be limited to New Year's Day, Memorial Day, Independence Day (i.e., July 4th), Labor Day, Thanksgiving and Christmas). In addition, the Authority may request that the Cardinals and/or the applicable Developer permit the Authority to use such spaces on weekdays, if the same are from time to time available as determined by the Cardinals and/or the applicable Developer in such entity's sole and absolute discretion. During Weeknights, (i) the Cardinals shall make those Spaces Actually Shared controlled by the Cardinals available for use during Events at the Facility after 6:00 P.M. (local time), and (ii) each Developer obligated hereunder to provide Facility Parking shall be obligated to contract with such Developer's tenants and occupants to make the required parking spaces available for use during Events at the Facility after 6:00 P.M. (local time), it being understood and agreed by the Parties that all of the Spaces Actually Shared shall not, necessarily, be available for use during Events at the Facility despite the exercise of such efforts by the Cardinals and/or any Developer(s). Notwithstanding the foregoing obligation to make the Spaces Actually Shared available after 6:00 p.m., the operator(s) of the parking facilities containing the Spaces Actually Shared shall not prevent entry into such parking facilities by patrons of the Facility after 5:30 p.m. (local time). Except during periods of construction upon the Parking Area Land, the number of parking spaces for Adjacent Parking Spaces shall not be less than 12,000. The Authority shall provide notice to the Cardinals of the anticipated Facility Events for an entire calendar month, including the time, date and the expected attendance, not less than two (2) calendar months in advance of each such calendar month. For example, the Facility Events for the month of May shall be provided in a notice to the Cardinals by no later than the immediately preceding February 28. The Cardinals shall promptly notify any Developer whose development includes Facility Parking of each schedule of events received by the Cardinals. The Cardinals shall provide to the Authority on a weekly basis a calendar of events anticipated for the Facility for the coming week and the anticipated parking usage required by such events. With respect to Mega Events at the Facility for which a Facility Use Fee is not imposed, the Adjacent Parking Spaces shall be made available for use by the patrons of that Mega Event pursuant to an agreement between the parking operator (the Cardinals or its designee) of the Adjacent Parking Spaces on the terms agreed to between the Mega Event sponsor and such parking operator.

2.3.7 **Shared Coyote Spaces.** The Shared Coyote Spaces shall be provided to the Authority by the City pursuant to the terms and conditions of the DDA, as modified by the MOA.

2.3.8 **Overflow Spaces.** Substantially concurrently with the completion of construction of the Facility (as contemplated under Section 2.3.2), and thereafter during the Term hereof, the City shall make available the Overflow Spaces pursuant to the terms and conditions of the DDA, as modified by the MOA. The City will, at its own expense, provide shuttle service between those Overflow Spaces that are located greater than one-half mile from the Facility and

the Facility. As a condition to the use of the Overflow Spaces, the Authority shall provide notice to the City of the proposed Facility Events for an entire calendar month, including the time, date and the expected attendance, not less than ninety (90) days in advance of each such calendar month; provided, however, that the City shall also be obligated to make the Overflow Spaces available on five (5) days prior notice if the Event is a Cardinals playoff game.

2.3.9 **Roll-Out Field Spaces.** During Home Games and Team Events during which the roll-out football field is located inside the Facility, the Authority shall make available to the Cardinals, for parking purposes, the exterior area on which the roll-out field would be located if the roll-out field were not inside the Facility.

2.3.10 **Modification of Parking.** The Parking Components, including the Facility Parking (and any components thereof), shall, subject to the Authority's approval right, if any, as set forth in Section 2.1.33, be subject to modification, relocation, replacement, substitution and reconfiguration, from time to time, at the discretion of the Cardinals and/or the applicable Developer, by means of a revised Parking Components Plan, including during (and in order to accommodate) the development, construction, improvement and alteration of the Parking Area Land.

2.3.11 **Recognition of Parking Rights in Developer Agreements.** The Cardinals shall address and acknowledge the Authority's rights to Facility Parking, pursuant to the terms of this Agreement, in each Developer Agreement with each Developer of any portion of the Parking Area Land. The rights of each such Developer to use the Parking Components and the obligation of each Developer to provide parking for use by the Authority, if any, shall be subject to the terms hereof.

2.3.12 **DDA Compliance.** All Facility Parking to be constructed by the Cardinals hereunder shall be constructed pursuant to the provisions and requirements of the DDA, as modified by the MOA. The Park and Ride Lot to be constructed by the City hereunder shall be constructed pursuant to the provisions and requirements of the DDA, as modified by the MOA.

2.3.13 **Delegation or Assignment of Rights.** The rights of the Cardinals set forth herein shall not be transferred in absence of an express provision of assignment which references this Agreement, which provides for assumption of the rights of the Cardinals and which expressly assigns and assumes of all or a portion of the Cardinals' rights and obligations in relation to the Parking Area Land and the Facility Parking Spaces subject to the terms and provisions hereof, which assignment shall be executed by the Cardinals and the assignee and has the prior written consent of the Authority. Notwithstanding the foregoing, the Cardinals may, without the consent of the Authority, delegate its duties hereunder to one or more Developers, in which event such delegation or assignment shall relieve the Cardinals of its liability under this Agreement as to the portion(s) of the Parking Area Land developed by the applicable Developer, and such Developer shall thereafter have the obligations of the Cardinals hereunder to the extent related to the portion(s) of the Parking Area Land conveyed to such Developer. The Parking Components Plan may not be revised to impose any greater burden upon a portion of the Parking Area Land without the consent of any Developer having an interest in the affected portion of the Parking Area Land. In the event of an assignment by the Cardinals to a Developer, the parties

acknowledge that the Cardinals may elect to have the portion of the Parking Area Land developed by such Developer deleted from this Agreement and to have a separate agreement prepared and executed imposing on such Developer those rights and obligations hereunder applicable to such Developer's portion of the Parking Area Land. In any event, each Developer of a portion of the Parking Area Land shall be obligated hereunder only as to the portions of the Parking Components located on such Developer's portion of the Parking Area Land such that a default hereunder with respect to any other portion of the Parking Area Land will not result in a default with respect to the portion of the Parking Area Land developed by such Developer.

ARTICLE 3 OPERATION, MAINTENANCE, REPAIR AND RESTORATION OF PARKING FACILITIES

3.1 OPERATION AND MAINTENANCE OF PARKING FACILITIES: The Parking Components shall be operated, maintained and repaired (or caused to be operated, maintained or repaired) by the owner (or, if applicable, ground lessee) thereof, and any and all equipment, fixtures and personal property (including Traffic Control System equipment) used in the operation of the Facility Parking Spaces, shall be maintained in good order, condition and repair, commensurate with the operation of similar (in age, size and type) commercial projects in the "Greater Phoenix" metropolitan area.

3.2 OPERATING COSTS AND EXPENSES: As used herein, "**Operating Expenses**" for the Parking Components shall include the costs and expenses (both variable and fixed) incurred in the operation, repair, maintenance, improvement (other than for the initial construction of the Parking Components) and management of the Parking Components reasonably deemed necessary or prudent by the Cardinals or the Developer obligated for the maintenance and repair of a portion of the Parking Components), including, without limitation, costs and expenses for utilities, insurance (including as required in this Agreement), labor, supplies, safety and mechanical systems, refuse disposal, rented or acquired equipment and amortized cost of any capital asset. Examples of Operating Expenses include, without limitation, the following: (i) the fees, charges, costs and reimbursements payable to a parking operator engaged to operate the Parking Components; (ii) all costs and expenses, including rental charges or acquisition costs for toll booth, card key or other access or traffic control equipment (herein referred to collectively as "**Traffic Control System**") and costs of small tools and supplies; (iii) the costs of maintaining, repairing and replacing (including capital expenditures) the Traffic Control System; (iv) utility costs for lighting, operating or ventilating the Parking Components; (v) taxes or impositions on the Parking Components; (vi) the costs of insurance, including, casualty, liability and so-called "garagekeepers" insurance (unless maintained as a part of the contract with the parking operator for the Parking Components); (vii) reasonable reserves for anticipated and scheduled capital repairs and maintenance; and (viii) the costs of all functions reasonably necessary to fulfill the obligations and to perform the services set forth in Article 3.

The Cardinals (or, if a Developer has developed a portion of the Parking Area Land and has assumed such responsibility, the applicable Developer, but only to the extent of the portion of the Facility Parking located within such Developer's development) shall pay all Operating Expenses associated with the Facility Parking Spaces; provided, however, the Authority shall, at the sole cost and expense of the Authority, provide security during Events and post-Event cleaning notwithstanding that such activities might otherwise be considered "Operating

Expenses.” The City (or, the owner of those parking spaces) shall pay all Operating Expenses associated with the Shared Coyotes Spaces and the Overflow Spaces (the “**City Supplied Spaces**”); provided, however, the Cardinals shall, whenever the City Supplied Spaces are used during Events at the Facility, pay all costs of such Event-related use; provided, further, the Authority shall, at the sole cost and expense of the Authority, provide security during Events and post-Event cleaning notwithstanding that such activities might otherwise be considered “Operating Expenses.” Notwithstanding the foregoing, the Cardinals (and the Developer(s), if applicable) shall not be obligated to pay Operating Expenses in any amount in excess of the amount of Maintenance and Capital Repair Charge paid to the Cardinals pursuant to the Cardinals Use Agreement. If on an annual basis the Operating Expenses payable by the Cardinals (and the Developer(s), if applicable) pursuant to this Section 3.2 exceed the amount of the Maintenance and Capital Repair Charge received by the Cardinals, then the Authority and the Cardinals shall negotiate in good faith to lower the Operating Expenses to an amount equal to the Maintenance and Capital Repair Charge or resolve the responsibility for and obligation to pay such Operating Expense.

3.3 FAILURE OF PERFORMANCE: If the City, the Cardinals or an obligated Developer fails to perform or cause to be performed any of its duties or obligations provided for in this Article 3 with respect to the portion of the Facility Parking owned or leased by such entity, the Authority may at any time give a written notice to the failing party, setting forth the specific failures to comply with Article 3; if any such failure is not corrected within thirty (30) days after receipt of notice, or if such failures are such that they cannot be corrected within such time, then if the failing party fails to commence the correction of such failures within such period and diligently prosecute the same to completion within a reasonable time period thereafter, the Authority shall have the right to correct such failures, including the right to enter the Parking Components to correct such failures, provided such correction shall only interfere with the operation of the Parking Area Land, or the use by third persons (including Developers), of the Parking Components, as little as reasonably possible under the circumstances, and the failing party shall promptly pay the reasonable costs thereof within thirty (30) days following written request therefor from the Authority accompanied by reasonably supporting evidence of the costs so expended. Any amounts so expended and not repaid within such thirty (30) day period may be withheld from amounts payable to the failing party pursuant to this Agreement, or collection may be sought otherwise, and in any event the failing party shall pay such amount with interest at the Default Rate from the date thirty (30) days following such written demand until paid. These provisions shall in any event be without prejudice to the failing party, if applicable, to contest the right of the Authority to make such repairs or expend such monies and to withhold such amounts. Notwithstanding anything contained hereinabove to the contrary, in the event of an emergency, the Authority may, without notice, cure any such default of the other party and thereafter be entitled to the benefits of this Section 3.3. For purposes hereof, “emergency” shall mean any material damage or situation of a sudden and unexpected nature which requires immediate action by a Party prior to any reasonable opportunity to provide notice to the other Party, in order to prevent a substantial worsening of the adverse condition affecting the Parking Components or to prevent injury to persons.

3.4 DAMAGE TO OR DESTRUCTION OF THE PARKING FACILITIES/ CONDEMNATION.

3.4.1 Casualty. If any part of the Parking Components in which the Facility Parking Spaces are located is damaged or destroyed by fire or other casualty (a “**Casualty**”)

during the term of this Agreement, the owner of the affected portion of the Parking Area Land shall, as to such damage or destruction to said portion of the Parking Components only, promptly rebuild, replace and repair (or cause to be rebuilt, replaced or repaired) such damage or destruction substantially to the same condition and appearance as existed immediately prior to such casualty. Any such restoration, repair or rebuilding shall be diligently prosecuted to completion. Notwithstanding the foregoing, if such owner's improvements constructed in connection with and served by the damaged portion of the Parking Components are also damaged or destroyed, the owner of the affected portion of the Parking Area Land shall not be obligated to restore or cause to be restored the Parking Components pursuant to this Section 3.4.1 unless it elects to rebuild its improvements. If the owner of the affected portion of the Parking Area Land is not obligated hereby to repair or restore or cause to be repaired or restored the Parking Components affected by Casualty, then, in such event, within sixty (60) days of said Casualty, the owner of the affected portion of the Parking Area Land shall notify the Authority in writing of such Party's election to do or cause to be done one of the following:

3.4.1.1 Restore, relocate or replace the Parking Components, as well as the ingress and egress ramps and aisles associated therewith and located on the portion of the Parking Area Land owned by such Party, to the extent practicable with the proceeds of the applicable insurance, so that the Parking Components located on such portion of the Parking Area Land will then contain the Facility Parking required herein to be provided to the Authority, as before the Casualty, or at the least, to provide as many parking spaces toward the Parking Components requirement as then may be constructed with the insurance proceeds; or

3.4.1.2 Raze the damaged portion of the Parking Components and damaged improvements on the portion of the Parking Area Land owned by such Party, remove the debris and construct as many striped parking spaces as is practicable toward satisfying the Facility Parking requirement, on the surface of the land where such razed improvements previously existed; or

3.4.2 **Condemnation**. If any part of the Parking Components in which the Facility Parking is located is taken by condemnation or power of eminent domain, including a conveyance by deed in lieu of condemnation (collectively "**Condemnation**"), during the term of this Agreement, the owner of the affected portion of the Parking Area Land (the "Affected Owner") shall, as to such taking of said portion of the Parking Components, promptly rebuild, replace and repair (or cause to be rebuilt, replaced re repaired) the remaining portion of the Parking Components located on the property owned by the Affected Owner so as to constitute a complete architectural unit. If a material portion of the Affected Owner's improvements (in addition to the Parking Components) is also taken, the Affected Owner shall not be obligated to restore or cause to be restored the Parking Components under this Section 3.4.2, unless it elects to restore its improvements. Any such restoration, repair or rebuilding shall be diligently prosecuted to completion. If an Affected Owner does not have any obligation to repair or restore any improvements affected by Condemnation pursuant to any other of the provision of this Agreement, then such Affected Owner shall restore, relocate or replace (or cause to be restored, relocated re replaced) the Facility Parking Spaces, as well as the ingress and egress ramps and aisles located on the Parking Area Land, to the extent then practicable with the proceeds of the Condemnation, so the Parking Components will then have as many parking spaces as then may be constructed with the proceeds of the Condemnation.

Anything in this Article 3 to the contrary notwithstanding, nothing shall prevent any Party from making a claim against the condemning authority seeking compensation for the taking of its rights granted under this Agreement. However, any right, claim or award of the Authority which relates to the loss or damage it suffers as a result of the Condemnation of any portion of the Parking Components used for the Facility Parking (or the Authority's right to use same) shall be assigned or made available to the owner of the affected portion of the Parking Area Land, to the extent necessary to reimburse the actual costs to restore the Parking Components. Each Party hereto agrees to look solely to the damages granted by the condemning authority in the event of a taking of its rights hereunder.

If the Cardinals receives official notice from a condemning authority (the "Condemnor") of a proposed condemnation of any portion of the Parking Area Land, it shall inform the Authority of such fact, and when known, of the location of the portion or portions of the Parking Area Land to be so condemned and the date upon which it is anticipated that the Cardinals will be required to surrender possession thereof to the Condemnor.

The foregoing provisions shall not impair the obligations of the City with respect to any unavailable parking specified in Section 8.1 of the DDA.

ARTICLE 4 INSURANCE

4.1 INSURANCE: At all times during the term of this Agreement after completion of construction of the Facility, the Cardinals (or a Developer) with respect to the Parking Area Land, and the City with respect to the Overflow Spaces and the Shared Coyotes Spaces, shall maintain (or cause to be maintained) in force with respect to such owner's property:

4.1.1 Liability Insurance. Comprehensive Public Liability Insurance against claims for personal injury, death or property damage in, about or relating in any manner to the Parking Components with not less than \$1 Million per occurrence and \$5 Million general aggregate, with \$25 Million umbrella coverage, for personal injury, death and property damage (increased, if necessary, every 5 years to conform with insurance typically maintained by owners of comparable properties).

4.1.2 Property Insurance. Property Insurance with All-Risk coverage including but not limited to casualty loss or damage by fire, lightning, windstorm, hail, collapse, explosion, riot, vandalism, civil commotion, aircraft, vehicle, smoke and other such hazards covering the Parking Components and all improvements related thereto in the amount of the full replacement value thereof with a demolition and increased cost of construction endorsement (hereinafter the "**Property Insurance Policy**"). During the initial construction period and any other period of appropriate construction activity, such Property Insurance Policy shall be carried in Builder's Risk form or comparable coverage written on a completed value basis, by the Party on whose behalf such construction is being performed and shall include broad form contractual liability, product/complete operations, independent contracts, broad form property damage, personal injury and with "X", "C" and "U" exclusions deleted.

4.1.3 **General Insurance Provisions** All insurance policies obtained hereunder shall be issued by financially responsible insurance companies reasonably acceptable to the City, the Authority and the Cardinals and licensed to do business in Arizona. All liability insurance policies shall name the City, the Authority and the Cardinals (as applicable) as additional insureds and all property insurance required herein shall provide for at least thirty (30) days prior written notice to the other Parties (and any mortgagees of the property of such other Parties) prior to cancellation, nonrenewal or material modification thereof.

4.1.4 **Certificates of Insurance**. At least fifteen (15) days prior to completion of construction, the Cardinals and the City shall deliver or cause to be delivered to the other Parties certificates of insurance evidencing the insurance policies referred to in the foregoing Sections 4.1.1 and 4.1.2. At least fifteen (15) days prior to expiration of any existing policies, the Cardinals and the City (and, if applicable, any Developer of a portion of the Parking Area Land) shall deliver to the other Parties certificates of replacement insurance or copies of renewals of such policies.

4.1.5 **Self-Insurance**. Notwithstanding the provisions of this Article 4, the obligations of the City with respect to the insurance specified in this Article 4 may be satisfied by the existence of a reasonable self-insurance program containing the same coverages and elements specified herein with respect to third party insurance.

4.1.6 **Indemnity**. Except as to obligations or expenses which are specifically provided as a responsibility of a particular Party under this Agreement:

4.1.6.1 The Authority shall indemnify, defend and hold harmless the City and the Cardinals from all claims, demands, actions, costs and expenses, including reasonable attorneys' fees and disbursements, resulting from injury, death or damage to property occurring or resulting from occurrences wholly upon or within the Facility Property, or any portion of the Parking Components, which are caused by the negligence or willful misconduct of said Authority, its agents or employees.

4.1.6.2 The City shall indemnify and hold harmless the Authority and the Cardinals from all claims, demands, actions, costs and expenses, including attorneys' fees and disbursements, resulting from injury, death or damage to property resulting from occurrences wholly upon or within the Parking Area Land (including the Parking Components) which are caused by the negligence or willful misconduct of the City, its agents or employees.

4.1.6.3 The Cardinals shall indemnify and hold harmless the Authority and the City from all claims, demands, actions, costs and expenses, including attorneys' fees and disbursements, resulting from injury, death or damage to property resulting from occurrences wholly upon or within the Parking Area Land (including the Parking Components) which are caused by the negligence or willful misconduct of the Cardinals, its agents or employees; provided, however, that the indemnity set forth in this Section 4.1.6.3 shall not apply to the negligence or willful misconduct of any parking operator or manager retained by the Cardinals to manage parking operations at the Facility (the "**Parking Manager**").

4.1.6.4 In the event that the Cardinals have retained a Parking Manager, the Parking Manager shall indemnify and hold harmless the Authority, the City and the Cardinals from all claims, demands, actions, costs and expenses, including attorneys' fees and disbursements, resulting from injury, death or damage to property resulting from occurrences wholly upon or within the Parking Area Land (including the Parking Components) which are caused by the negligence or willful misconduct of the Parking Manager, its agents or employees.

4.1.7 **Waiver of Subrogation**. Each Party hereby waives any rights each may have against the other arising out of any loss or damage to property arising from any occurrence related to its respective leased or owned premises or improvements thereon to the extent such loss or damage is actually compensated by a third-party insurer under a policy of insurance covering casualty and each Party agrees to look to the insurance coverage only in the event of such loss. To the fullest extent permitted by law, the Parties on behalf of any casualty insurance carriers, waive any rights of subrogation each may have against the other arising out of such loss or damage, and any and all insurance coverage shall be endorsed to allow the insureds under said policy to waive, prior to any loss, any right of recovery against any Party for loss occurring to the property described herein. Notwithstanding the above, in the event such release or waiver of subrogation (without invalidation of coverage) becomes generally unavailable in insurance policies as to projects similar to that on the Parking Area Land, the release and any waiver of subrogation above provided shall cease upon written notice by one Party to any other Party of such event. Thereafter, any Party may upon written notice by one Party to any other Party require such other Party to secure a waiver of subrogation as to the requesting Party if (a) a right to waive subrogation as to the requesting Party becomes available without increased premium, or (b) a right to waive subrogation as to the requesting Party becomes unavailable and said requesting Party pays any increased premium required in connection therewith.

ARTICLE 5 PROTECTION OF MORTGAGEES

5.1 **PROTECTION OF MORTGAGEES**: During the continuance of any mortgage, deed of trust or ground lease in respect to any right or interest of a Party or a Developer in any portion of the Facility Property or the Parking Area Land ("**Mortgage**") and until such times as the lien of any Mortgage has been extinguished:

5.1.1 **No Termination**. No Party shall agree to any mutual termination of this Agreement, nor shall any Party consent to any amendment or modification of this Agreement, without the prior written consent of the mortgagee, deed of trust holder or ground lessor under any Mortgage ("**Mortgage**").

5.1.2 **Default Notice**. Notwithstanding any default by any Party in the performance or observance of any agreement, covenant or condition herein on its part to be performed or observed, no Party shall have the right to exercise any remedies hereunder unless a default shall have occurred and be continuing, the non-defaulting part(ies) shall have given written notice of such default to any Mortgagee (whose name and address has been provided to the Party required to give such notice) of the Facility Property, at the same time that notice was given to the defaulting Party, and the Mortgagee holding the Mortgage encumbering the

defaulting Party's property shall have failed to remedy such default within the time allowed to the defaulting Party herein.

5.1.3 **Rights to Remedy.** Any Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Agreement and without payment of any penalty to the nondefaulting Party, to pay all of the amounts due from the defaulting Party hereunder, to obtain any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of a Party in default hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent exercise of remedies by the non-defaulting Party because of a default on the part of a Party in default hereunder. All payments so made and all things so done and performed by Mortgagee shall be effective to prevent a default under this Agreement, as the same would have been if made, done and performed by the defaulting Party instead of by Mortgagee.

5.1.4 **Duplicate Notice.** Each Party shall mail or deliver to each Mortgagee of its property (and to any Mortgagee of any other Party's property for which the notifying Party has received notice of said Mortgagee and an address for such notices) a duplicate copy of any and all notices which each Party may from time to time give to, serve upon, or receive from another Party pursuant to the provisions of this Agreement, and such copy shall be mailed or delivered to each such Mortgagee simultaneously with the mailing or delivery of the same to the other Party. No notice by a Party to the other hereunder shall be deemed to have been given unless and until a copy thereof shall have been mailed or delivered to each Mortgagee as herein set forth.

5.1.5 **Future Mortgagees.** For purposes hereof, Mortgagee shall be deemed to mean present and future mortgagees during the time periods in which their respective Mortgages are in full force and effect against the Facility Property, the Parking Area Land, or any portion thereof.

5.2 **APPLICATION OF CHARGES TO MORTGAGEES:** Although authorized to make such payments pursuant to this Article, no Mortgagee shall be liable for the payment of any amounts owed by the Party of the property so Mortgaged, to any other Party except those obligations accruing after Mortgagee obtains title to the property pursuant to its remedies under the Mortgage. Each Mortgagee who obtains title pursuant to its remedies under the Mortgage, and any purchaser at a foreclosure sale, shall take title to the property free and clear of any claims for unpaid payments, charges, and liens therefor, which accrued prior to such acquisition of title. Any such sale shall extinguish such liens, but the purchaser or Mortgagee who so acquires title shall be liable for payments and impositions accruing and obligations continuing after the date of such sale, other than payments of money in respect to matters accruing prior to the date of sale.

5.3 **LIMITATION OF ENFORCEMENT AGAINST MORTGAGEE:** No violation of this Agreement by, or enforcement of this Agreement against a Party, shall impair, defeat, or render invalid, the lien of any Mortgage, but this Agreement shall be enforceable against any Party whose title is acquired by foreclosure, trustee's sale, voluntary conveyance or otherwise.

5.4 DAMAGE OR DESTRUCTION: Every Mortgagee is entitled to timely written notice of (a) any substantial damage to or destruction to either property or improvements located thereon, and (b) any condemnation or eminent domain proceeding involving, or any proposed acquisition by a condemning authority of, either property or improvements located thereon or portion thereof.

ARTICLE 6 DEFAULT

6.1 DEFAULT. A Party shall be deemed to be in default (a “**Default**”) under this Agreement if such Party (i) fails to perform or breaches any obligation required to be performed by such Party hereunder in accordance with any time period required for performance, and (ii) such Party fails to commence to cure any such breach or failure to perform within thirty (30) calendar days after written notice thereof to such Party from the non-defaulting Party, and such Party does not diligently and continuously thereafter proceed to cure same within a reasonable period of time thereafter; provided that such commencement and completion periods shall be extended by the number of days of delay caused by Force Majeure Events to the extent not caused by any fault on the part of the Party responsible for curing the Default. The Parties acknowledge that in the event that portions of the Parking Area Land have been conveyed to one or more Developers, in no event will a default by one Developer or other Party result in a default of any other Developer or other Party, the obligations of each Developer and other Party hereunder being several and applicable only to the portion of the Parking Area Land developed by the applicable Party or Developer.

6.2 AUTHORITY’S REMEDIES. In the event that the City or the Cardinals is in Default under this Agreement, the Authority may exercise any right or remedy then available in law or equity, other than termination of this Agreement.

6.3 CITY’S AND CARDINALS’ REMEDIES. In the event that the Authority is in Default under this Agreement, either or both of the City or the Cardinals may exercise any right or remedy then available in law or equity, other than termination of this Agreement. Notwithstanding such lack of a right to terminate, the City and the Cardinals shall have no obligations under this Agreement to provide parking if the Facility is not completed.

6.4 CONCURRENT OR CONSECUTIVE REMEDIES. The rights and remedies for a Default may be exercised concurrently or consecutively, from time to time or at any time.

6.5 PARTIAL CURE. No acceptance by a Party of a partial cure of a Default shall diminish such Party’s rights and remedies herein for Default, or be deemed a cure or waiver of such Default, unless a waiver of the foregoing is specifically set forth in writing signed by the non-defaulting Party.

6.6 MONETARY OBLIGATIONS. All monetary obligations of one Party to the other, to the extent due and payable but not paid, accrue interest at the Default Rate from the date thirty (30) days following the due date thereof.

ARTICLE 7 NOTICES

Any notice (including any demand or request), other than routine communications between the Parties for the purpose of carrying out the provisions of this Agreement, which may

be required or desired to be given in connection with the obligations of this Agreement shall be given in writing and addressed to the Parties as shown below, with copies required as shown below if the giving of notice is required by the terms of this Agreement (otherwise, copies shall be a courtesy), and notice shall be deemed given if addressed, sent and delivered as follows:

AUTHORITY:

Tourism and Sports Authority
14500 North Northsight Boulevard
Suite 312
Scottsdale, Arizona 85260
Attn: Executive Director, CEO and President
Facsimile: 480-505-0534

and to:

Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913
Attn: Sarah A. Strunk or Ronald L. Ballard
Facsimile: 602-916-5560

CITY OF GLENDALE:

The City of Glendale
5850 West Glendale Ave.
Glendale, Arizona 85301
Attn: City Manager
Facsimile: 623-847-1399

and to:

The City of Glendale
5850 West Glendale Ave.
Glendale, Arizona 85301
Attn: City Attorney
Facsimile: 623-915-2391

CARDINALS:

Arizona Cardinals
8701 South Hardy Drive
Tempe, Arizona 85284
Attn: Michael J. Bidwill
Facsimile: 602-379-1745

and to:

Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016-9225
Attn: Dean C. Short, II
Facsimile: 602-530-8500

Notices shall be either (i) personally delivered (including delivery by, for example, an established and reputable local courier service or nationally recognized courier service) to the addresses set forth above, in which case notices shall be deemed delivered on the date of delivery to said addresses; (ii) sent by certified or registered mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery that is shown on the return receipt, unless delivery is refused or delayed by the addressee, in which event notices shall be deemed delivered on the date of first attempted delivery; or (iii) sent via facsimile to the facsimile numbers shown above with the transmission confirmation printout of same retained by sender. Other than as described above, any written notice addressed as shown above and actually received by any means (including United States Mail) at the addresses or fax numbers above, shall be deemed proper notice as of the date of receipt. The burden of proof of receipt is on the sender in all cases described above in this paragraph. A properly completed United States Mail return receipt, fax confirmation sheet, nationally recognized courier or established and reputable local courier record of delivery, or delivery receipt executed by an appropriate employee at the addresses shown above, is prima facie evidence of delivery. Individuals to be noticed on behalf of a Party and other information above (including notice addresses) may be changed by proper notice.

ARTICLE 8 AMENDMENT

Except as otherwise provided for herein, this Agreement may be amended or otherwise modified only by a writing signed and acknowledged by the Parties and recorded in the Office of the Recorder for Maricopa County, Arizona, and only with the prior written consent of and approval of all Developers and Mortgagees of the affected portions of the Facility Property and the Parking Area Land.

ARTICLE 9 MISCELLANEOUS

9.1 EXHIBITS: Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Agreement, which Exhibit may be amended by the Parties from time to time. All such Exhibits constitute a part of this Agreement and by this Section are expressly made a part hereof.

9.2 REFERENCES TO ARTICLES, SECTIONS AND SUBSECTIONS: All references herein to a given Article, Section, Subsection or paragraph refer to the Article, Section, Subsection or paragraph of this Agreement, and all the subordinate Sections, Subsections or paragraphs, as the case may be.

9.3 CAPTIONS: The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, expand, limit, modify or describe the scope, language or intent of this Agreement or any portions hereof, and they shall not affect the interpretation of any portion hereof.

9.4 EXCLUSIVE BENEFIT: Except for provisions expressly stated to be for the benefit of a Mortgagee, the provisions of this Agreement are for the exclusive benefit of the City, the Cardinals and the Authority and their successors and assigns (including, without limitation, Developers) and not for the

benefit of any third person, and this Agreement shall not be deemed to have conferred any rights upon any third person.

9.5 WAIVER OF DEFAULT: A waiver of any default by a Party must be in writing and no such waiver shall be implied from any omission by a Party to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Except as to the limitation on remedies provided in Section 9.12, the rights and remedies given to a Party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which a Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a Party shall not impair such Party's standing to exercise any other right or remedy.

9.6 NO PARTNERSHIP, JOINT VENTURE OR PRINCIPAL-AGENT RELATIONSHIP: Neither anything in this Agreement nor any acts of the Parties shall be deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties, and no provisions of this Agreement are intended to create or constitute any person a third party beneficiary hereof

9.7 SUCCESSORS; BENEFITS AND BURDENS RUN WITH, AND NOT SEVERABLE FROM, LAND: This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Specifically, the benefits accruing to, and burdens imposed upon, the Authority, shall be appurtenant to and not severable from the Authority's interest in the Facility Property. The benefits accruing to, and burdens imposed upon, the Cardinals shall not be severable from the Parking Area Land; however, they may be assigned, allocated or delegated between and among any one or more Developers (of all or any portion of the Parking Area Land) in all or in part, and pursuant to the Parking Components Plan, the obligations and burdens of the Cardinals may specifically be imposed only on some, but not all, portions of the Parking Area Land; provided however, that the rights of the Authority to the parking spaces provided herein are not materially and adversely affected. Notwithstanding anything contained in this Agreement to the contrary, the Authority acknowledges that the Cardinals may assign or delegate all or portions of its duties and responsibilities under this Agreement but no such delegation or assignment shall relieve the Cardinals of its liability under this Agreement.

9.8 SEVERABILITY: If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision shall be valid and enforceable to the fullest extent permitted by law

9.9 GOVERNING LAWS: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, including, without limitation, the provisions of A.R.S. § 38-511.

9.10 DEDICATION: Nothing herein contained shall be deemed to be a gift or dedication of any part of the Parking Area Land to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed. No Party shall dedicate any part of its property for public purposes if such action would materially and adversely affect the other Parties without the prior written consent of the other Party and the Mortgagees. The Parties agree that the dedication of any roadways or other access ways shown on the Site Plan or the dedication of any subsurface easements (which do not restrict the use of the surface of the burdened property for parking purposes) will not be deemed to have material nor adverse effects, and therefore do not require the consent of the other Parties or their Mortgagees. With the concurrence of all of the Parties, all or a part of the Parking Components may be closed from time to time to such extent as may be reasonable and sufficient in the opinion to the Parties' respective legal counsel to prevent a dedication thereof or the accrual of rights of any person or of the public therein.

9.11 COVENANTS RUN WITH THE LAND: For the Term hereof, the conditions, covenants, restrictions, agreements, promises and duties of each Party as set forth in this Agreement shall be construed as binding covenants, and, to the fullest extent legally possible, all such covenants shall run with the land or constitute equitable servitudes as between the property of the respective covenantor, as the servient tenement, and the property of the respective covenantee, as the dominant tenement. Unless the context indicates otherwise, every condition, covenant, restriction, agreement and promise of each Party as set forth in this Agreement shall be deemed a covenant, agreement and promise made for the joint and severable benefit of the other Party and every duty of each Party as set forth in this Agreement shall be deemed to run to and for the joint and severable benefit of the other Party.

9.12 DEFAULT SHALL NOT PERMIT TERMINATION OF AGREEMENT: No default under this Agreement shall entitle any Party to cancel or otherwise rescind this Agreement; provided, however, that this limitation shall not affect any other rights or remedies that the Parties may have by reason of any default under this Agreement. Nothing in this Agreement shall limit any termination required by A.R.S. Section 38-511.

9.13 RIGHT TO ENJOIN: In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, but nothing in this Section shall be deemed to affect whether or not injunctive relief is available on account of such violation or threatened violation.

9.14 RIGHTS, PRIVILEGES AND WITH RESPECT TO LIENS: This Agreement and the rights, privileges of a Party with respect to the other Party and all Facility Property and Parking Area Land shall in all events be superior and senior to any lien placed upon any property, including the lien of any Mortgagees. Any amendments or modification hereof, whenever made, shall be deemed superior and senior to any and all liens, including the lien of Mortgagees, to the same extent as if the same had been executed concurrently herewith.

9.15 ATTORNEYS' FEES: In the event a Party shall institute any action or proceeding, excluding any arbitration proceeding, against the other or others relating to the provisions of this Agreement, or any default hereunder, then, and in that event, the unsuccessful litigant(s) in such action or proceeding agree(s) to reimburse the successful litigant(s) therein for the reasonable expenses and

reasonable attorneys' fees and disbursements incurred therein by the successful litigant(s) as determined by the court, and not a jury. No Party shall be liable to any other Party for consequential, speculative or punitive damages.

9.16 ESTOPPEL CERTIFICATE: Each Party hereby covenants that within 10 days after a written request of the other Party, it will issue to such other Party, or to any Mortgagee, or to any prospective purchaser or prospective Mortgagee specified by such requesting Party, an estoppel certificate stating: (i) whether the Party to whom the request has been directed knows of any default under this Agreement, and if there are known defaults specifying the nature thereof; (ii) whether, to the Party's knowledge, the Agreement has been modified or amended in any way (or if it has, then stating the nature or providing a copy thereof); and (iii) that to the Party's knowledge, whether this Agreement as of the date of the certificate is in full force and effect.

9.17 TIME OF ESSENCE: Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

9.18 INTEGRATION: This Agreement embodies the entire agreement and understanding between the Authority, the Cardinals and the City as to the rights and obligations in regard to parking and, except for the provisions of Section 4 of the Memorandum of Agreement, the Intergovernmental Agreement or as set forth herein by specific reference to such other agreement, supersedes all prior understandings, documents, agreements, negotiations, discussions or memoranda including, without limitation, the DDA, the Development Agreement and Section 9 of the Use Agreement, relating to the subject matter hereof; provided however, upon expiration of the Term of this Agreement the provisions of ARTICLE VIII of the DDA shall remain in full force and effect

9.19 COOPERATION: The Authority, the Cardinals and the City hereby acknowledge and agree that they shall cooperate in good faith with each other and use commercially reasonable efforts to pursue the obligations imposed by this Agreement.

9.20 REPRESENTATIVES OF THE PARTIES: The following representatives are appointed in order to assist with the expeditious administration of this Agreement:

9.20.1 City Representative. At least six (6) months prior to the completion of construction of the Facility, the City will appoint, authorize and empower in writing a representative of the City to provide the City's consent, waiver or approval as required hereunder and to grant extensions of any of the time periods set forth in this Agreement without further action of the City Council, except for any actions requiring City Council approval as a matter of law. All such consents, waivers, approvals, or extensions pursuant to this Section 9.20.1: (i) shall be in writing and signed by the City's representative, or any City employee designated in writing by the City's representative to give such consent or approval; and (ii) are expressly declared to be administrative acts of the City's representative, or any City employee designated in writing by the City's representative.

9.20.2 Authority Representative. At least six (6) months prior to the completion of construction of the Facility, the Authority will appoint, authorize and empower in writing a representative of the Authority to provide the Authority's consent, waiver or approval as required hereunder and to grant extensions of any of the time periods set forth in this Agreement without

further action of the Authority or its Board of Directors. All such consents, waivers, approvals, or extensions pursuant to this Section 9.20.2: (i) shall be in writing and signed by the Authority's representative, or any authorized officer designated in writing by the Authority's representative to give such consent or approval, and (ii) are expressly declared to be administrative acts of the Authority's representative, or any authorized officer designated in writing by the Authority's representative to give such consent or approval.

9.20.3 Cardinals Representative. At least six (6) months prior to the completion of construction of the Facility, the Cardinals will appoint, authorize and empower in writing a representative of the Cardinals to provide the Cardinals' consent, waiver or approval as required hereunder and to grant extensions of any of the time periods set forth in this Agreement without further action of the Cardinals. All such consents, waivers, approvals, or extensions pursuant to this Section 9.20.3: (i) shall be in writing and signed by the Cardinals' representative, or any authorized officer designated in writing by the Cardinals' representative to give such consent or approval, and (ii) are expressly declared to be administrative acts of the Cardinals' representative, or any authorized officer designated in writing by the Cardinals' representative to give such consent or approval.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor, and its seal to be hereunto duly affixed and attested to by the City Clerk, and the Authority and the Cardinals have caused this Agreement to be duly executed, all to be effective as of the day and year first above written.

[signature page follows]

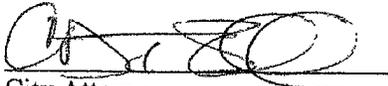
ATTEST:


City Clerk

"CITY"

CITY OF GLENDALE,
an Arizona municipal corporation

APPROVED AS TO FORM:


City Attorney

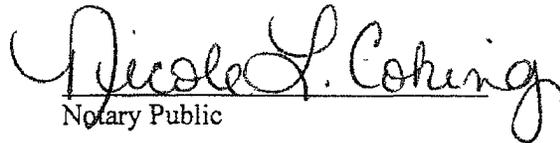
By 
ED BEASLEY, City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 24TH day of OCTOBER 2005, before me, the undersigned officer, personally appeared ED BEASLEY, who acknowledged himself to be City Manager of the City of Glendale, an Arizona municipal corporation, whom I know personally/whose identity was proven to me on the oath of N/A, a credible witness by me duly sworn/whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument/whose identity I verified on the basis of his N/A, and he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

NOTARY SEAL:

"AUTHORITY"

TOURISM AND SPORTS AUTHORITY,
an Arizona corporate and political body

By: *Ted A Ferris*

Printed Name: Ted A. Ferris

Title: President, Chief Executive Officer &
Executive Director

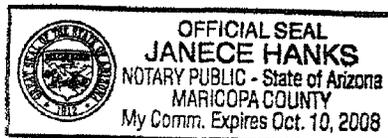
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 28th day of SEPT, 2005, before me, the undersigned officer, personally appeared Ted A Ferris who acknowledged him/herself to be the President + CEO of TOURISM AND SPORTS AUTHORITY, an Arizona corporate and political body, whom I know personally/whose identity was proven to me on the oath of Sarah A. Strunk, a credible witness by me duly sworn/whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument/whose identity I verified on the basis of his/her personal knowledge, and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janece Hanks
Notary Public

NOTARY SEAL:
10-10-08



"CARDINALS"

B&B HOLDINGS, INC., an Arizona corporation,
d/b/a Arizona Cardinals

By: Michael J. Bidwill
Michael J. Bidwill
Its: Vice President and General Counsel

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing was acknowledged before me this 22ND day of SEPT, 2005, by Michael J. Bidwill, the Vice President and General Counsel of B & B HOLDINGS, INC., an Arizona corporation, on behalf of the corporation.

Janece Hanks
Notary Public

My Commission Expires:

10-10-08



"STADIUM LLC"

NEW CARDINALS STADIUM, LLC., an Arizona limited liability company

By: Arizona Cardinals Holding, Inc.
Its: Managing Member

By: Michael J. Bidwill
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing was acknowledged before me this 22ND day of SEPT, 2005, by MICHAEL J. BIDWILL the Vice President of Arizona Cardinals Holding, Inc., as Managing Member of NEW CARDINALS STADIUM, LLC, an Arizona limited liability company.

Janece Hanks
Notary Public

My Commission Expires:
10-10-08

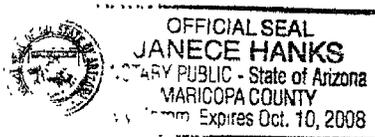


EXHIBIT "A"

(Legal Description of the Parking Area Land)

EXHIBIT "A"

PARKING AREA 1

That portion of the southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet,

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue*, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 88 degrees 01 minutes 38 seconds West, along the north line of the southwest quarter, a distance of 306.75 feet to the centerline intersection of Maryland Avenue and 95th Avenue.

Thence South 01 degrees 47 minutes 23 seconds East, along the centerline of 95th Avenue, a distance of 95.18 feet;

Thence South 88 degrees 12 minutes 37 seconds West a distance of 60.00 feet to a point on the westerly right-of-way line of 95th Avenue and the **POINT OF BEGINNING**;

Thence South 01 degrees 47 minutes 23 seconds East, along said westerly right-of-way line, a distance of 716.31 feet to the beginning of a tangent curve concave to the east whose center bears North 88 degrees 12 minutes 37 seconds East a distance of 660.00 feet;

Thence southerly along said westerly right-of-way line and the arc of said curve through a central angle of 26 degrees 28 minutes 51 seconds an arc length of 305.04 feet to a point of non-tangency;

Thence leaving said westerly right-of-way line South 61 degrees 46 minutes 48 seconds West a distance of 103.75 feet* to the beginning of a non-tangent curve concave to the north whose center bears North 24 degrees 44 minutes 33 seconds West a distance of 412.70 feet;

Thence westerly along the arc of said curve through a central angle of 24 degrees 33 minutes 09 seconds an arc length of 176.85 feet to a point of tangency;

Thence South 89 degrees 48 minutes 36 seconds West a distance of 784.30 feet;

Thence North 00 degrees 06 minutes 43 seconds East a distance of 786.95 feet* to the beginning of a non-tangent curve concave to the north whose center bears North 00 degrees 09 minutes 17 seconds West a distance of 7586.95 feet;

Thence easterly along the arc of said curve through a central angle of 05 degrees 44 minutes 42 seconds an arc length of 760.74 feet;

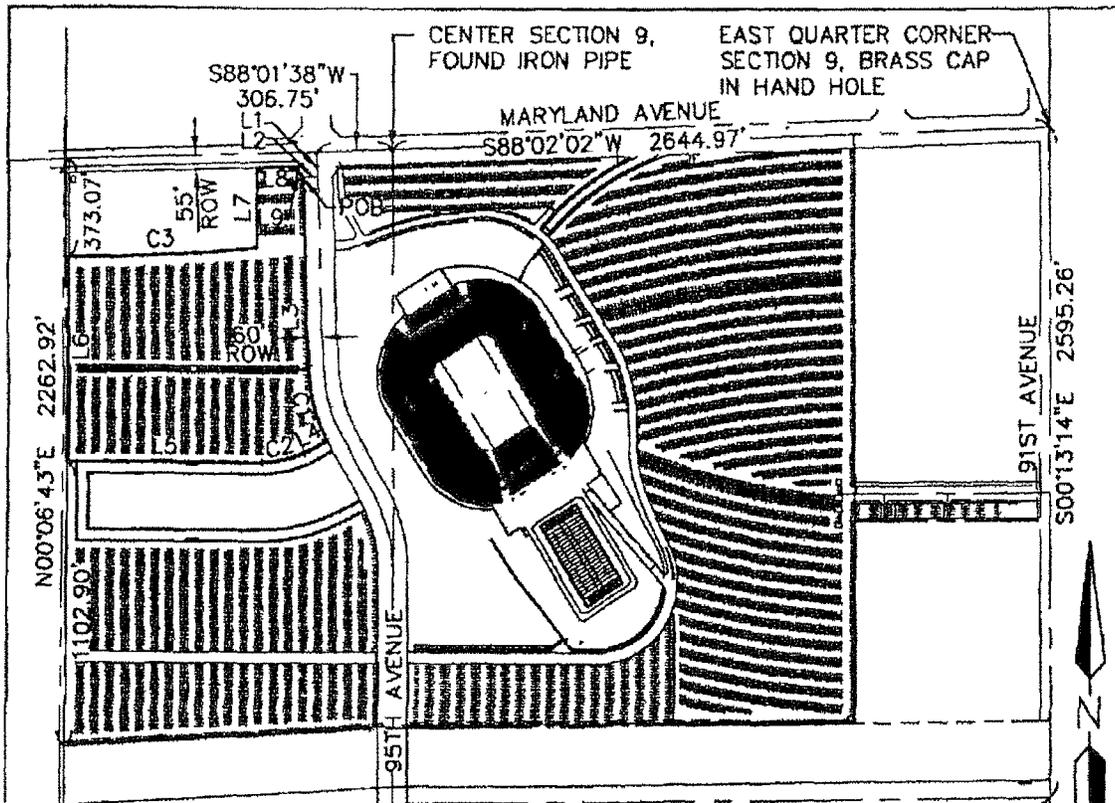
Thence North 00 degrees 00 minutes 00 seconds East a distance of 304.01 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence North 88 degrees 01 minutes 38 seconds East, along said southerly right-of-way line, a distance of 144.27 feet;

Thence South 46 degrees 52 minutes 52 seconds East a distance of 56.46 feet to a point on the westerly right-of-way line of 95th Avenue and the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 839,995.6431 square feet (19.2836 acres) more or less.

Prepared by:
CMX, L.L.C.
7740 North 16th Street,
Suite 100
Phoenix, Arizona 85020
CMX No.6807
August 29, 2005



BETHANY HOME ROAD

SOUTHEAST CORNER SECTION 9, BRASS CAP IN HAND HOLE

LINE TABLE

LINE	LENGTH	BEARING
L1	95.18	S01°47'23"E
L2	60.00	S88°12'37"W
L3	716.31	S01°47'23"E
L4	103.75	S61°46'48"W
L5	784.30	S89°48'36"W

CURVE TABLE

LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA	TANGENT
L6	786.95	N00°06'43"E					
L7	304.01	N00°00'00"E	C1	305.04	660.00	26°28'51"	155.29
L8	144.27	N88°01'38"E	C2	176.85	412.70	24°33'09"	89.80
L9	56.46	S46°52'52"E	C3	760.74	7586.95	05°44'42"	380.69

CMX PROJ. 6807
 DATE: 08-29-05
 SCALE: 1" = 600'
 DRAWN BY: MsB
 CHECKED BY: KO

PARKING AREA 1
 95TH AVE. & MARYLAND AVE.
 GLENDALE, ARIZONA
EXHIBIT "A"

7740 N. 16TH ST. STE.100
 PHOENIX, AZ 85020
 PH (602) 567-1900
 FAX (602) 567-1901
 www.cmxinc.com



X:\6807\6807\Exhibits\Exhibit\parking\parking-area1.dwg 08-29-2005 - 3:43pm

parking-1-mapcheck.txt

TSA / AZ CARDINALS
 PARKING AREA 1 MAPCHECK
 05-16-05 MsB

 Parcel name: Parking_1

North: 12396.93 East : 6983.03
 Line Course: S 01-47-23 E Length: 716.31
 North: 11680.97 East : 7005.40
 Curve Length: 305.04 Radius: 660.00
 Delta: 26-28-51 Tangent: 155.29
 Chord: 302.33 Course: S 15-01-48 E
 Course In: N 88-12-37 E Course Out: S 61-43-46 W
 RP North: 11701.59 East : 7665.08
 End North: 11388.99 East : 7083.80
 Line Course: S 61-46-48 W Length: 103.75
 North: 11339.93 East : 6992.38
 Curve Length: 176.85 Radius: 412.70
 Delta: 24-33-09 Tangent: 89.80
 Chord: 175.50 Course: S 77-32-02 W
 Course In: N 24-44-33 W Course Out: S 00-11-24 E
 RP North: 11714.74 East : 6819.63
 End North: 11302.04 East : 6821.02
 Line Course: S 89-48-36 W Length: 784.30
 North: 11299.44 East : 6036.73
 Line Course: N 00-06-43 E Length: 786.95
 North: 12086.39 East : 6038.26
 Curve Length: 760.74 Radius: 7586.95
 Delta: 5-44-42 Tangent: 380.69
 Chord: 760.43 Course: N 86-58-22 E
 Course In: N 00-09-17 W Course Out: S 05-53-59 E
 RP North: 19673.31 East : 6017.78
 End North: 12126.55 East : 6797.63
 Line Course: N 00-00-00 E Length: 304.01
 North: 12430.56 East : 6797.63
 Line Course: N 88-01-38 E Length: 144.27
 North: 12435.53 East : 6941.82
 Line Course: S 46-52-52 E Length: 56.46
 North: 12396.93 East : 6983.03

Perimeter: 4138.69 Area: 839,995.6431 sq.ft. 19.2836 acres

Mapcheck Closure: (Uses listed courses and chords)
 Error Closure: 0.00 Course: N 01-17-43 E
 Error North: 0.001 East : 0.000
 Precision 1: 4,134,310,000.00

EXHIBIT "A"
PARKING AREA 2

That portion of the southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 2844.97 feet to an iron pipe known as the center of said Section 9;

Thence South 88 degrees 01 minutes 38 seconds West, along the north line of the southwest quarter, a distance of 306.75 feet to the centerline intersection of Maryland Avenue and 95th Avenue.

Thence South 01 degrees 47 minutes 23 seconds East, along the centerline of 95th Avenue, a distance of 811.49 feet to the beginning of a tangent curve concave to the east whose center bears North 88 degrees 12 minutes 37 seconds East a distance of 600.00 feet;

Thence southerly along the arc of said curve through a central angle of 27 degrees 45 minutes 26 seconds an arc length of 290.67 feet to a point of tangency;

Thence South 29 degrees 32 minutes 49 seconds East a distance of 265.34 feet to the beginning of a tangent curve concave to the west whose center bears South 60 degrees 27 minutes 11 seconds West a distance of 600.00 feet;

Thence southerly along the arc of said curve through a central angle of 03 degrees 57 minutes 57 seconds an arc length of 41.53 feet;

Thence leaving said centerline South 64 degrees 25 minutes 08 seconds West a distance of 60.00 feet to a point on the westerly right-of-way line of 95th Avenue* and the beginning of a non tangent curve concave to the west whose center bears South 64 degrees 25 minutes 08 seconds West a distance of 540.00 feet. Said point being the **POINT OF BEGINNING**

Thence southerly along the arc of said curve and westerly right-of-way line through a central angle of 25 degrees 23 minutes 28 seconds an arc length of 239.31 feet to a point of tangency;

Thence South 00 degrees 11 minutes 24 seconds East a distance of 609.60 feet;

Thence leaving said westerly right-of-way line South 88 degrees 36 minutes 29 seconds West a distance of 1261.64 feet along a line 230.00 feet north of the canal right-of-way according to the "Salt River Valley User's Association Grand Canal Right-of-Way" plat recorded in Book 181 page 47, records of Maricopa County;

Thence North 00 degrees 06 minutes 43 seconds East a distance of 791.10 feet;

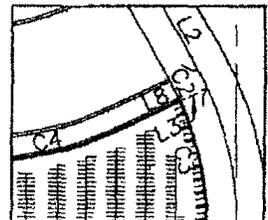
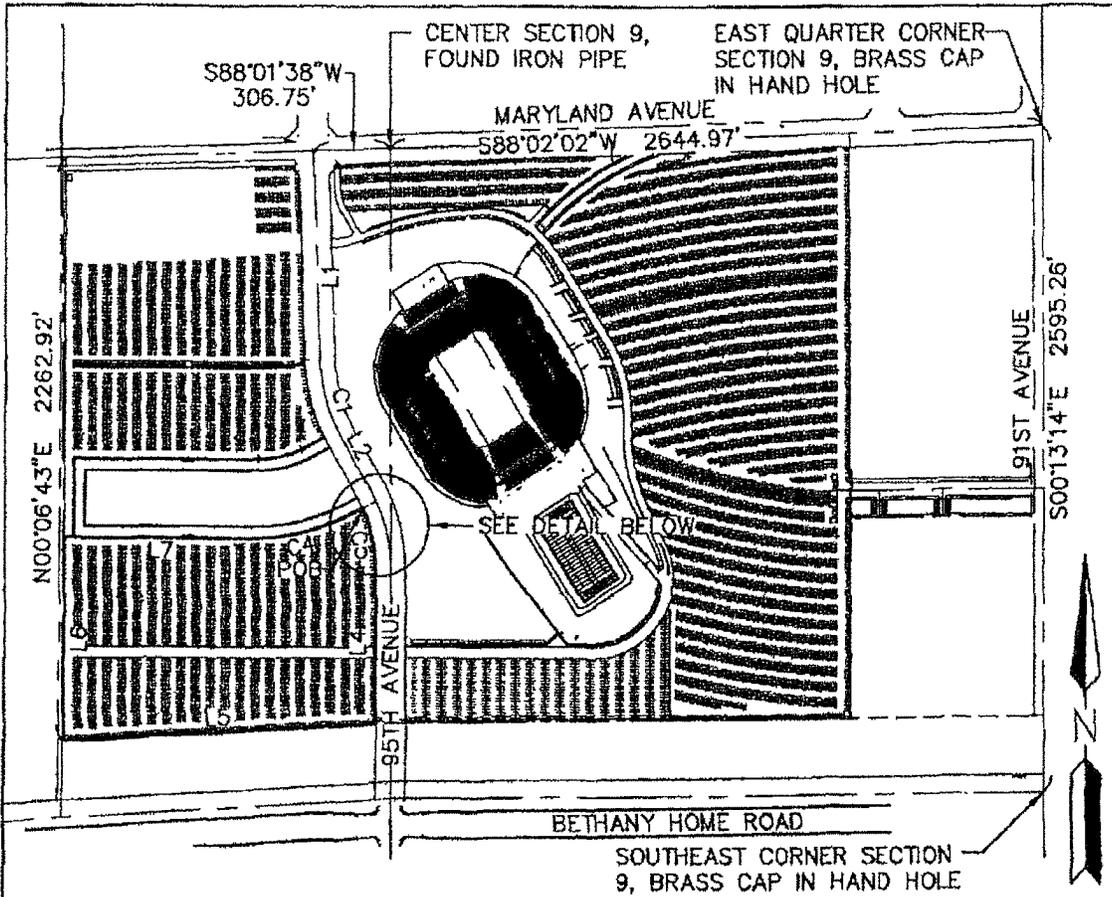
Thence North 89 degrees 48 minutes 36 seconds East a distance of 785.94 feet to the beginning of a tangent curve concave to the north whose center bears North 00 degrees 11 minutes 24 seconds West a distance of 724.50 feet;

Thence easterly along the arc of said curve through a central angle of 25 degrees 20 minutes 17 seconds an arc length of 320.40 feet to a point of tangency;

Thence North 64 degrees 28 minutes 19 seconds East a distance of 118.77 feet to a point on the westerly right-of-way line of 95th Avenue and the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 970,088.7645 square feet (22.2701 acres) more or less.

Prepared by:
CMX, L.L.C.
7740 North 16th Street,
Suite 100
Phoenix, Arizona 85020
CMX No.6807
June 30, 2006



DETAIL (scale: 1"=300')

LINE TABLE		
LINE	LENGTH	BEARING
L1	811.49	S01°47'23"E
L2	265.34	S29°32'49"E
L3	60.00	S64°25'08"W
L4	609.60	S00°11'24"E
L5	1261.64	S86°36'29"W
L6	791.10	N00°06'43"E
L7	785.94	N89°48'36"E
L8	118.77	N64°28'19"E

CURVE TABLE							
	CURVE	LENGTH	RADIUS	DELTA	TANGENT		
L4	C1	290.67	600.00	27°45'26"	148.25		
L5	C2	41.53	600.00	03°57'57"	20.77		
L6	C3	239.31	540.00	25°23'28"	121.65		
L7	C4	320.40	724.50	25°20'17"	162.86		

CMX PROJ. 6807
 DATE: 08-29-05
 SCALE: 1" = 600'
 DRAWN BY: MsB
 CHECKED BY: KO

PARKING AREA 2
 95TH AVE. & MARYLAND AVE.
 GLENDALE, ARIZONA
EXHIBIT "A"

7740 N. 16TH ST. STE.100
 PHOENIX, AZ 85020
 PH (602) 567-1900
 FAX (602) 567-1901
 www.cmxinc.com



© 1980-2005 Exhibit A, parking, parking - cmx - 2.dwg 08-29-2005 - 1.56pc

parking-2-mapcheck.txt

TSA / AZ. CARDINALS
PARKING AREA 2 MAPCHECK
05-12-05 MSB

Parcel name: Parking_2

Curve North: 11112.15 East : 7239.05
Length: 239.31 Radius: 540.00
Delta: 25-23-28 Tangent: 121.65
Chord: 237.35 Course: S 12-53-08 E
Course In: S 64-25-08 W Course Out: N 89-48-36 E
RP North: 10878.99 East : 6751.98
End North: 10880.78 East : 7291.98
Line Course: S 00-11-24 E Length: 609.60
North: 10271.18 East : 7294.00
Line Course: S 86-36-29 W Length: 1261.64
North: 10196.54 East : 6034.57
Line Course: N 00-06-43 E Length: 791.10
North: 10987.63 East : 6036.12
Line Course: N 89-48-36 E Length: 785.94
North: 10990.24 East : 6822.05
Curve Length: 320.40 Radius: 724.50
Delta: 25-20-17 Tangent: 162.86
Chord: 317.79 Course: N 77-08-28 E
Course In: N 00-11-24 W Course Out: S 25-31-41 E
RP North: 11714.74 East : 6819.65
End North: 11060.96 East : 7131.87
Line Course: N 64-28-19 E Length: 118.77
North: 11112.15 East : 7239.05

Perimeter: 4126.75 Area: 970,088.7645 sq.ft. 22.2701 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.00 Course: S 35-29-26 W
Error North: -0.002 East : -0.002
Precision 1: 4,122,190,000.00

EXHIBIT "A"

PARKING AREA 3

That portion of the south half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section* 9 and the centerline of Maryland Avenue, a distance of 790.37 feet to a point on the west line of east 790.00 feet;

Thence South 00 degrees 13 minutes 14 seconds East, along said west line of the east 790.00* feet, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue and the **POINT OF BEGINNING**;

Thence South 00 degrees 13 minutes 14 seconds East, continuing along said west line, a distance of 2220.67 feet;

Thence South 89 degrees 26 minutes 17 seconds West a distance of 730.37 feet*, along a line 230.00 feet north of the grand canal right-of-way according to the "Salt River Valley User's Association Grand Canal Right-of-Way" plat recorded in Book 181 page 47, records of Maricopa County;

Thence North 00 degrees 11 minutes 32 seconds West a distance of 425.29 feet;

Thence North 25 degrees 57 minutes 13 seconds West a distance of 6.32 feet to the beginning of a tangent curve concave to the southwest whose center bears South 64 degrees 02 minutes 47 seconds west a distance of 5.58 feet;

Thence northwesterly along the arc of said curve though a central angle of 55 degrees 50 minutes 25 seconds an arc length of 5.44 feet;

Thence North 32 degrees 01 minutes 23 seconds East a distance of 64.25 feet to the beginning of a tangent curve concave to the west whose center bears North 57 degrees 58 minutes 37 seconds West a distance of 100.00 feet;

Thence northerly along the arc of said curve through a central angle of 57 degrees 58 minutes 36 seconds an arc length of 101.19 feet;

Thence North 25 degrees 57 minutes 13 seconds West a distance of 282.70 feet to the beginning of a tangent curve concave to the east whose center bears North 64 degrees 02 minutes 47 seconds East a distance of 616.00 feet;

Thence northerly along the arc of said curve through a central angle of 25 degrees 57 minutes 11 seconds an arc length of 279.03 feet to a point of tangency;

Thence North 00 degrees 00 minutes 02 seconds West a distance of 50.61 feet to the beginning of a tangent curve concave to the west whose center bears South 89 degrees 59 minutes 58 seconds West a distance of 655.00 feet;

Thence northerly along the arc of said curve through a central angle of 32 degrees 59 minutes 32 seconds an arc length of 377.16 feet to a point of tangency;

Thence North 32 degrees 59 minutes 34 seconds West a distance of 363.29 feet to the beginning of a tangent curve concave to the southwest whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 364.00 feet;

Thence northwesterly along the arc of said curve through a central angle of 59 degrees 28 minutes 40 seconds an arc length of 377.86 feet to the beginning of compound tangent curve concave to the south whose center bears South 02 degrees 28 minutes 14 seconds East a distance of 1439.50 feet;

Thence westerly along the arc of said curve through a central angle of 19 degrees 37 minutes 04 seconds an arc length of 492.88 feet;

Thence North 31 degrees 58 minutes 40 seconds West a distance of 4.88 feet to the beginning of a non-tangent curve concave to the north whose center bears North 19 degrees 42 minutes 09 seconds West a distance of 317.04 feet;

Thence westerly along the arc of said curve through a central angle of 17 degrees 54 minutes 46 seconds an arc length of 99.12 feet to a point of tangency;

Thence South 88 degrees 12 minutes 37 seconds West a distance of 9.51 feet to a point on the easterly right-of-way line of 95th Avenue;

Thence North 01 degrees 47 minutes 23 seconds West, along said easterly right-of-way line, a distance of 248.25 feet;

Thence North 43 degrees 07 minutes 08 seconds East a distance of 56.66 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence North 88 degrees 01 minutes 38 seconds East, along said southerly right-of-way line, a distance of 206.93 feet;

Thence North 88 degrees 02 minutes 02 seconds East, along said southerly right-of-way line, a distance of 1852.92 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2,217,012.6129 square feet (50.8956 acres) more or less.

Prepared by:

CMX, LLC.

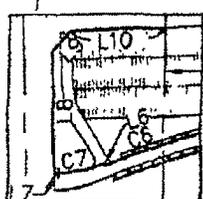
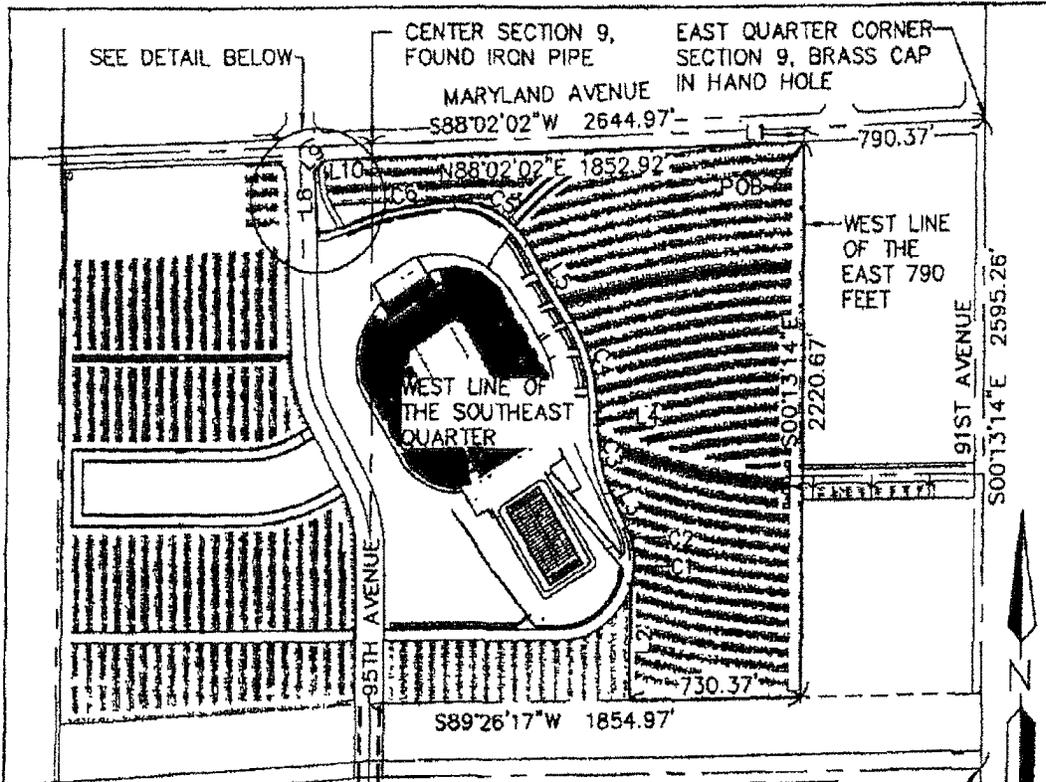
7740 North 16th Street,

Suite 100

Phoenix, Arizona 85020

CMX No.6807

July 24, 2006



LINE TABLE		
LINE	LENGTH	BEARING
L1	55.03	S00°13'14\"E
L2	454.66	N00°11'32\"W
L3	155.95	N25°57'13\"W
L4	50.61	N00°00'02\"W
L5	363.29	N32°59'34\"W
L6	4.88	N31°58'40\"W
L7	9.51	S88°12'37\"W
L8	248.25	N01°47'23\"W
L9	56.66	N43°07'08\"E
L10	206.93	N88°01'38\"E

DETAIL (scale: 1"=300')

CURVE TABLE							
LINE	LENGTH	RADIUS	DELTA	TANGENT			
C1	146.45	322.00	26°03'30"	74.51			
C2	96.52	316.00	17°30'04"	48.64			
C3	279.03	616.00	25°57'11"	141.95			
C4	377.16	655.00	32°59'32"	193.97			
C5	377.86	364.00	59°28'40"	207.95			
C6	492.88	1439.50	19°37'04"	248.87			
C7	99.12	317.04	17°54'46"	49.97			

CMX PROJ. 6807
 DATE: 05-18-05
 SCALE 1" = 600'
 DRAWN BY: MsB
 CHECKED BY: KO

PARKING AREA 3
 91ST AVE. & MARYLAND AVE.
 GLENDALE, ARIZONA
EXHIBIT "A"

7740 N. 16TH ST. STE.100
 PHOENIX, AZ 85020
 PH (602) 567-1900
 FAX (602) 567-1901
 www.cmxinc.com



parking-3-mapcheck.txt

TSA / AZ, CARDINALS
 PARKING AREA 3 MAPCHECK
 05-16-05 MSB

 Parcel name: Parking_3

North: 12513.10 East : 9200.32
 Line Course: S 00-13-14 E Length: 2220.67
 North: 10292.45 East : 9208.87
 Line Course: S 89-26-17 W Length: 730.37
 North: 10285.28 East : 8478.53
 Line Course: N 00-11-32 W Length: 464.66
 North: 10749.94 East : 8476.97
 Curve Length: 146.45 Radius: 322.00
 Delta: 26-03-30 Tangent: 74.51
 Chord: 145.19 Course: N 04-22-39 E
 Course In: N 72-35-36 W Course Out: N 81-20-54 E
 RP North: 10846.27 East : 8169.72
 End North: 10894.71 East : 8488.06
 Curve Length: 96.52 Radius: 316.00
 Delta: 17-30-04 Tangent: 48.64
 Chord: 96.15 Course: N 20-50-23 W
 Course In: S 77-54-39 W Course Out: N 60-24-35 E
 RP North: 10828.53 East : 8179.06
 End North: 10984.57 East : 8453.85
 Line Course: N 25-57-13 W Length: 155.95
 North: 11124.79 East : 8385.60
 Curve Length: 279.03 Radius: 616.00
 Delta: 25-57-11 Tangent: 141.95
 Chord: 276.65 Course: N 12-58-38 W
 Course In: N 64-02-47 E Course Out: S 89-59-58 W
 RP North: 11394.38 East : 8939.48
 End North: 11394.37 East : 8323.47
 Line Course: N 00-00-02 W Length: 50.61
 North: 11444.98 East : 8323.47
 Curve Length: 377.16 Radius: 655.00
 Delta: 32-59-32 Tangent: 193.97
 Chord: 371.97 Course: N 16-29-48 W
 Course In: S 89-59-58 W Course Out: N 57-00-26 E
 RP North: 11444.98 East : 7668.47
 End North: 11801.64 East : 8217.85
 Line Course: N 32-59-34 W Length: 363.29
 North: 12106.35 East : 8020.03
 Curve Length: 377.86 Radius: 364.00
 Delta: 59-28-40 Tangent: 207.95
 Chord: 361.12 Course: N 62-43-54 W
 Course In: S 57-00-26 W Course Out: N 02-28-14 W
 RP North: 11908.14 East : 7714.73
 End North: 12271.80 East : 7699.04
 Curve Length: 492.88 Radius: 1439.50
 Delta: 19-37-04 Tangent: 248.87
 Chord: 490.47 Course: S 77-43-14 W
 Course In: S 02-28-14 E Course Out: N 22-05-18 W
 RP North: 10833.64 East : 7761.09
 End North: 12167.48 East : 7219.79
 Line Course: N 31-58-40 W Length: 4.88
 North: 12171.62 East : 7217.20
 Curve Length: 99.12 Radius: 317.04
 Delta: 17-54-46 Tangent: 49.97
 Chord: 98.72 Course: S 79-15-14 W
 Course In: N 19-42-09 W Course Out: S 01-47-23 E
 Page 1

parking-3-mapcheck.txt

RP North: 12470.10 East : 7110.32
 End North: 12153.22 East : 7120.22
 Line Course: S 88-12-37 W Length: 9.51
 North: 12152.92 East : 7110.71
 Line Course: N 01-47-23 W Length: 248.25
 North: 12401.05 East : 7102.96
 Line Course: N 43-07-08 E Length: 56.66
 North: 12442.41 East : 7141.68
 Line Course: N 88-01-38 E Length: 206.93
 North: 12449.53 East : 7348.49
 Line Course: N 88-02-02 E Length: 1852.92
 North: 12513.10 East : 9200.32

Perimeter: 8233.71 Area: 2,220,472.2360 sq. ft. 50.9750 acres

Mapcheck Closure - (uses listed courses and chords)
 Error Closure: 0.00 Course: N 45-19-38 E
 Error North: 0.001 East : 0.001
 Precision 1: 8,204,970,000.00

EXHIBIT "A"
PARKING AREA 4

That portion of the south half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section* 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of the southeast quarter, a distance of 317.09 feet to the beginning of a non-tangent curve concave to the south whose center bears South 16 degrees 58 minutes 57 seconds East a distance of 1415.50 feet*. Said point being the **POINT OF BEGINNING**;

Thence easterly along the arc of said curve through a central angle of 14 degrees 01 minutes 06 seconds an arc length of 346.32 feet to the beginning of a tangent compound curve concave to the south whose center bears South 02 degrees 57 minutes 51 seconds East a distance of 340.00 feet;

Thence easterly along the arc of said curve through a central angle of 39 degrees 48 minutes 32 seconds an arc length of 236.23 feet to the beginning of a non-tangent curve concave to the southeast* whose center bears South 57 degrees 19 minutes 54 seconds East a distance of 759.73 feet;

Thence southerly along the arc of said curve through a central angle of 01 degrees 08 minutes 07 seconds an arc length of 15.05 feet to the beginning of a non-tangent curve concave to the south whose center bears South 37 degrees 03 minutes 51 seconds West a distance of 325.00 feet;

Thence westerly along the arc of said curve through a central angle of 11 degrees 16 minutes 57 seconds an arc length of 64.00 feet to a point of non-tangency,

Thence North 25 degrees 46 minutes 54 seconds East a distance of 2.00 feet to the beginning of a non-tangent curve concave to the south whose center bears South 25 degrees 46 minutes 54 seconds West a distance of 327.00 feet;

Thence westerly* along the arc of said curve through a central angle of 28 degrees 44 minutes 45 seconds an arc length of 164.06 feet to the beginning of a tangent compound curve concave to the south whose center bears South 02 degrees 57 minutes 51 seconds East a distance of 1402.50 feet;

Thence westerly* along the arc of said curve through a central angle of 18 degrees 28 minutes 55 seconds an arc length of 452.41 feet to a point of tangency;

Thence South 68 degrees 33 minutes 14 seconds West a distance of 10.35 feet;

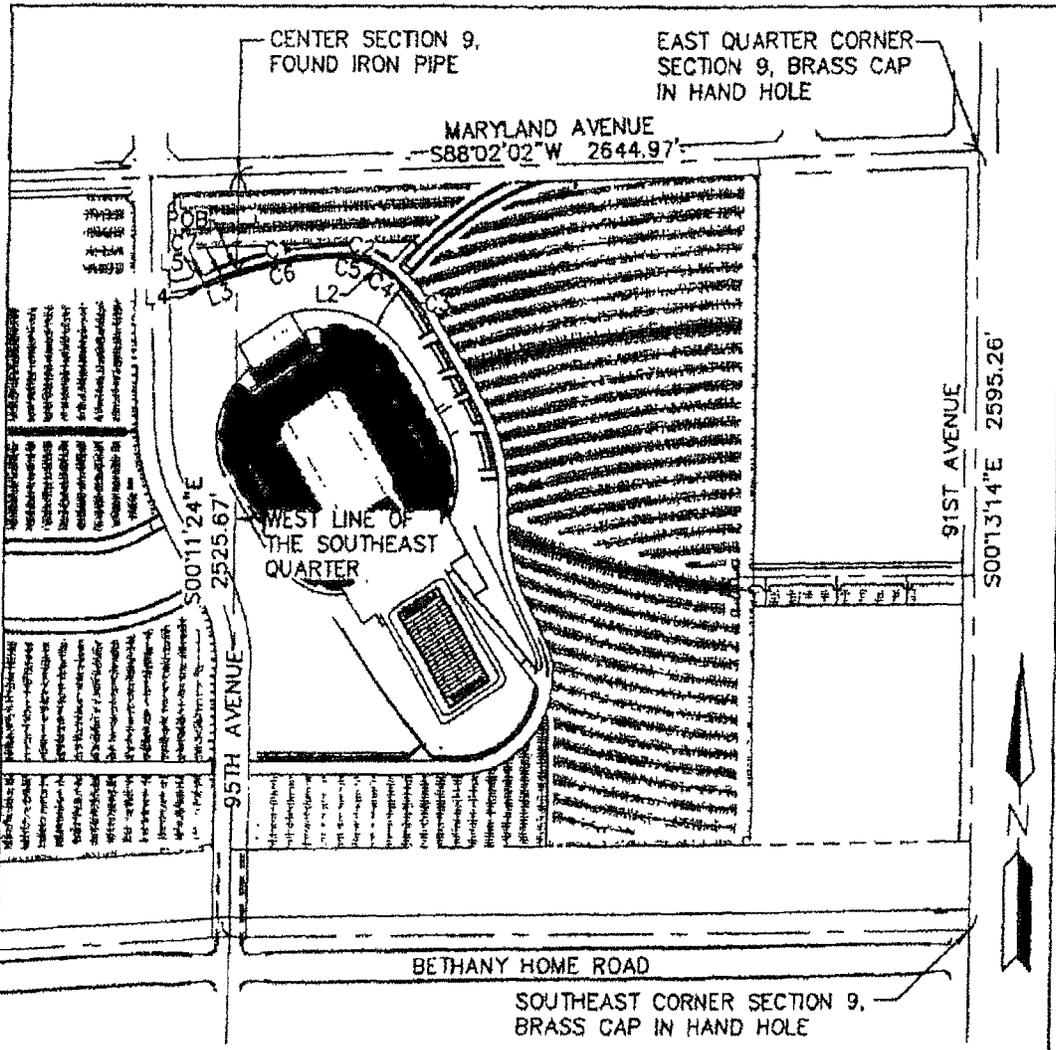
Thence North 32 degrees 02 minutes 48 seconds West a distance of 13.67 feet;

Thence North 70 degrees 29 minutes 08 seconds East a distance of 12.87 feet to the beginning of a non-tangent curve concave to the south whose center bears South 21 degrees 26 minutes 46 seconds East a distance of 1415.50 feet;

Thence easterly along the arc of said curve through a central angle of 04 degrees 27 minutes 49 seconds an arc length of 110.27 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 9,208.7796 square feet (0.2114 acres) more or less.

Prepared by:
CMX, LLC,
7740 North 16th Street,
Suite 100
Phoenix, Arizona 85020
CMX No.6807
May 18, 2005



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	346.32	1415.50	14°01'06"	174.03
C2	236.23	340.00	39°48'32"	123.11
C3	15.05	759.73	01°08'07"	7.53
C4	64.00	325.00	11°16'57"	32.10
C5	164.06	327.00	28°44'45"	83.79
C6	452.41	1402.50	18°28'55"	228.19
C7	110.27	1415.50	04°27'49"	55.16

LINE TABLE

LINE	LENGTH	BEARING
L1	317.09	S00°11'24"E
L2	2.00	N25°46'54"E
L3	10.35	S68°33'14"W
L4	13.67	N32°02'48"W
L5	12.87	N70°29'08"E

CMX PROJ 6807
 DATE 05-18-05
 SCALE 1" = 500'
 DRAWN BY: MsB
 CHECKED BY: KO

PARKING AREA 4
 91ST AVE. & MARYLAND AVE.
 GLENDALE, ARIZONA
EXHIBIT "A"

7740 N. 16TH ST STE 100
 PHOENIX, AZ 85020
 PH (602) 567-1900
 FAX (602) 567-1901
 www.cmxinc.com



parking-4-mapcheck.txt

TSA / AZ. CARDINALS
 PARKING AREA 4 MAPCHECK
 05-12-05 MSB

 Parcel name: Parking_4

Curve North: 12187.41 East : 7347.65
 Length: 346.32 Radius: 1415.50
 Delta: 14-01-06 Tangent: 174.03
 Chord: 345.47 Course: N 80-01-36 E
 Course In: S 16-58-57 E Course Out: N 02-57-51 W
 RP North: 10833.63 East : 7761.09
 End North: 12247.24 East : 7687.90
 Curve Length: 236.23 Radius: 340.00
 Delta: 39-48-32 Tangent: 123.11
 Chord: 231.51 Course: S 73-03-35 E
 Course In: S 02-57-51 E Course Out: N 36-50-41 E
 RP North: 11907.70 East : 7705.48
 End North: 12179.79 East : 7909.35
 Curve Length: 15.05 Radius: 759.73
 Delta: 1-08-07 Tangent: 7.53
 Chord: 15.05 Course: S 32-06-03 W
 Course In: S 57-19-54 E Course Out: N 58-28-01 W
 RP North: 11769.70 East : 8548.91
 End North: 12167.04 East : 7901.37
 Curve Length: 64.00 Radius: 325.00
 Delta: 11-16-57 Tangent: 32.10
 Chord: 63.90 Course: N 58-34-37 W
 Course In: S 37-03-51 W Course Out: N 25-46-54 E
 RP North: 11907.70 East : 7705.49
 End North: 12200.35 East : 7846.84
 Line Course: N 25-46-54 E Length: 2.00
 North: 12202.15 East : 7847.71
 Curve Length: 164.06 Radius: 327.00
 Delta: 28-44-45 Tangent: 83.79
 Chord: 162.34 Course: N 78-35-28 W
 Course In: S 25-46-54 W Course Out: N 02-57-51 W
 RP North: 11907.70 East : 7705.48
 End North: 12234.26 East : 7688.58
 Curve Length: 452.41 Radius: 1402.50
 Delta: 18-28-55 Tangent: 228.19
 Chord: 450.45 Course: S 77-47-42 W
 Course In: S 02-57-51 E Course Out: N 21-26-46 W
 RP North: 10833.64 East : 7761.10
 End North: 12139.03 East : 7248.31
 Line Course: S 68-33-14 W Length: 10.35
 North: 12135.25 East : 7238.67
 Line Course: N 32-02-48 W Length: 13.67
 North: 12146.84 East : 7231.42
 Line Course: N 70-29-08 E Length: 12.87
 North: 12151.14 East : 7243.55
 Curve Length: 110.27 Radius: 1415.50
 Delta: 4-27-49 Tangent: 55.16
 Chord: 110.24 Course: N 70-47-08 E
 Course In: S 21-26-46 E Course Out: N 16-58-57 W
 RP North: 10833.64 East : 7761.10
 End North: 12187.42 East : 7347.65

Perimeter: 1427.23 Area: 9,208.7796 sq. ft. 0.2114 acres

Mapcheck Closure - (Uses listed courses and chords)
 Page 1

Error Closure: 0.01
Error North: 0.007
Precision 1: 141,785.00

parking-4-mapcheck.txt
Course: N 04-03-29 W
East : -0.001

EXHIBIT "A"

PARKING AREA 5

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section* 9 and the centerline of Maryland Avenue, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of the southeast quarter, a distance of 375.58 feet;

Thence North 89 degrees 48 minutes 36 seconds East a distance of 586.97 feet to the beginning of a non-tangent curve concave to the southeast whose center bears South 49 degrees 45 minutes 46 seconds East a distance of 664.19 feet. Said point being the **POINT OF BEGINNING**;

Thence northerly along the arc of said curve through a central angle of 01 degrees 43 minutes 51 seconds an arc length of* 20.06 feet to the beginning of a non-tangent curve concave to the southwest whose center* bears South 45 degrees 30 minutes 19 seconds West a distance of 340.00 feet;

Thence easterly along the arc of said curve through a central angle of 11 degrees 30 minutes 07 seconds an arc length of 68.25 feet to a point of tangency;

Thence South 32 degrees 59 minutes 34 seconds East a distance of 367.96 feet to the beginning of a tangent curve concave to the west whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 623.00 feet;

Thence southerly along the arc of said curve through a central angle of 23 degrees 41 minutes 59 seconds an arc length of 257.70 feet to the beginning of a non-tangent curve concave to the south whose center bears South 03 degrees 29 minutes 59 seconds East a distance of 855.83 feet;

Thence westerly along the arc of said curve through a central angle of 01 degrees 20 minutes 40 seconds an arc length of 20.08 feet to the beginning of a non-tangent curve concave to the west whose center bears South 80 degrees 32 minutes 12 seconds West a distance of 603.00 feet;

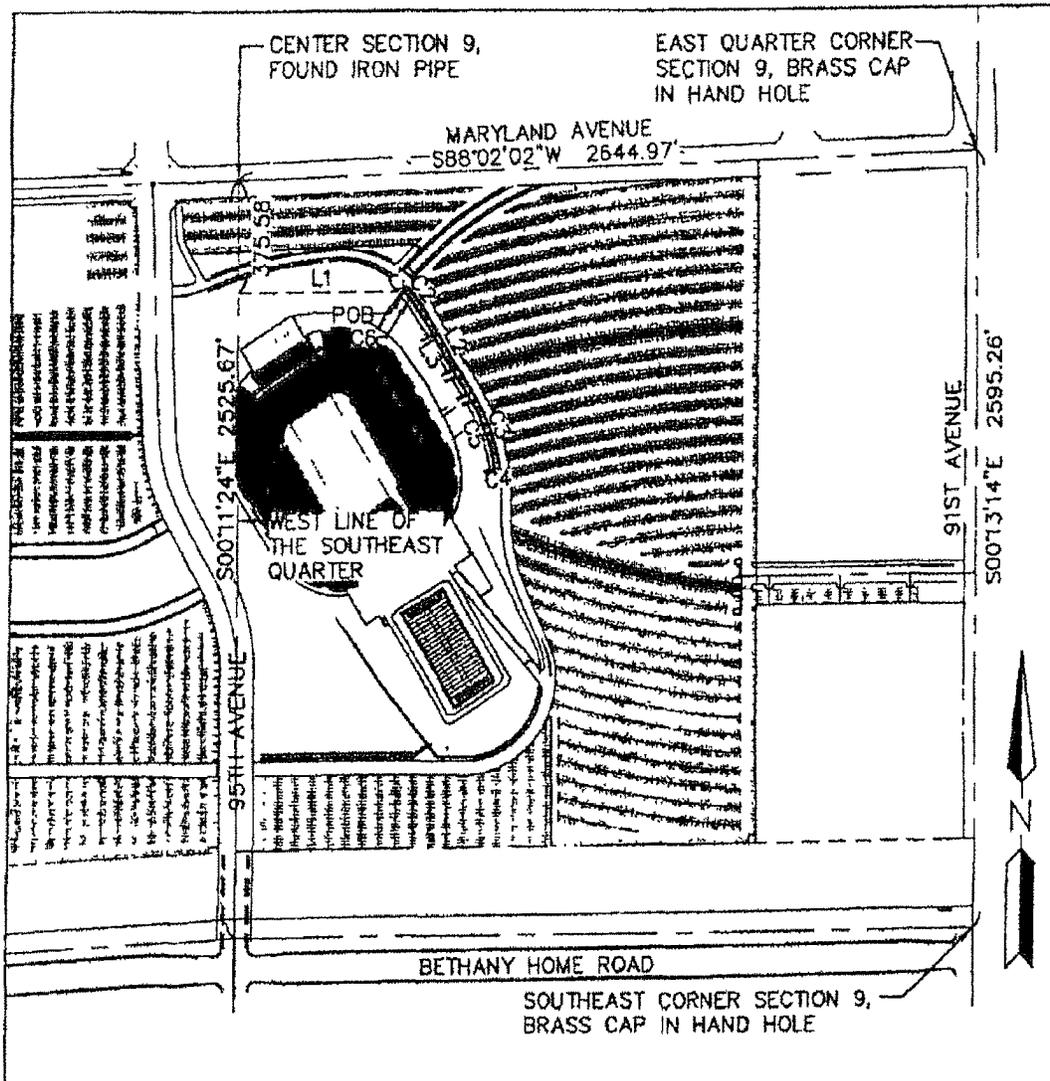
Thence northerly along the arc of said curve through a central angle of 23 degrees 31 minutes 46 seconds an arc length of 247.63* feet to a point of tangency;

Thence North 32 degrees 59 minutes 34 seconds West a distance of 367.96 feet to the beginning of a tangent curve concave to the southwest whose center bears South 57 degrees 00 minutes 26 seconds West a distance of 320.00 feet;

Thence northerly along the arc of said curve through a central angle of 11 degrees 13 minutes 34 seconds an arc length of 62.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 13,722.1537 square feet (0.3150 acres) more or less.

Prepared by:
CMX L.L.C.
7740 North 16th Street
Suite 100
Phoenix, AZ 85020
CMX No. 6807
May 18, 2005



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	20.06	664.19	01°43'51"	10.03
C2	68.25	340.00	11°30'07"	34.24
C3	257.70	623.00	23°41'59"	130.72
C4	20.08	855.83	01°20'40"	10.04
C5	247.63	603.00	23°31'46"	125.59
C6	62.70	320.00	11°13'34"	31.45

LINE TABLE		
LINE	LENGTH	BEARING
L1	586.97	N89°48'36"E
L2	367.96	S32°59'34"E
L3	367.96	N32°59'34"W

CMX PROJ. 6807
 DATE 05-18-05
 SCALE 1" = 500'
 DRAWN BY MsB
 CHECKED BY KO

PARKING AREA 5
 91ST AVE. & MARYLAND AVE.
 GLENDALE, ARIZONA

EXHIBIT "A"

7740 N. 16TH ST. STE.100
 PHOENIX, AZ 85020
 PH (602) 567-1900
 FAX (602) 567-1901
 www.cmxinc.com



CMX INC. 1801 N. 16TH ST. PHOENIX, ARIZONA 85020-1805

parking-5-mapcheck.txt

TSA / AZ. CARDINALS
 PARKING AREA 5 MAPCHECK
 05-12-05 MsB

 Parcel name: Parking_5

Curve	North: 12130.86	East : 7934.82
	Length: 20.06	Radius: 664.19
	Delta: 1-43-51	Tangent: 10.03
	Chord: 20.06	Course: N 41-06-09 E
	Course In: S 49-45-46 E	Course Out: N 48-01-55 W
	RP North: 11701.83	East : 8441.84
	End North: 12145.98	East : 7948.00
Curve	Length: 68.25	Radius: 340.00
	Delta: 11-30-07	Tangent: 34.24
	Chord: 68.14	Course: S 38-44-37 E
	Course In: S 45-30-19 W	Course Out: N 57-00-26 E
	RP North: 11907.69	East : 7705.48
	End North: 12092.83	East : 7990.65
Line	Course: S 32-59-34 E	Length: 367.96
	North: 11784.21	East : 8191.01
Curve	Length: 257.70	Radius: 623.00
	Delta: 23-41-59	Tangent: 130.72
	Chord: 255.86	Course: S 21-08-34 E
	Course In: S 57-00-26 W	Course Out: N 80-42-25 E
	RP North: 11444.97	East : 7668.48
	End North: 11545.57	East : 8283.30
Curve	Length: 20.08	Radius: 855.83
	Delta: 1-20-40	Tangent: 10.04
	Chord: 20.08	Course: S 85-49-41 W
	Course In: S 03-29-59 E	Course Out: N 04-50-39 W
	RP North: 10691.34	East : 8335.54
	End North: 11544.11	East : 8263.27
Curve	Length: 247.63	Radius: 603.00
	Delta: 23-31-46	Tangent: 125.59
	Chord: 245.89	Course: N 21-13-41 W
	Course In: S 80-32-12 W	Course Out: N 57-00-26 E
	RP North: 11444.97	East : 7668.48
	End North: 11773.32	East : 8174.24
Line	Course: N 32-59-34 W	Length: 367.96
	North: 12081.94	East : 7973.88
Curve	Length: 62.70	Radius: 320.00
	Delta: 11-13-34	Tangent: 31.45
	Chord: 62.60	Course: N 38-36-21 W
	Course In: S 57-00-26 W	Course Out: N 45-46-52 E
	RP North: 11907.69	East : 7705.48
	End North: 12130.86	East : 7934.82

Perimeter: 1412.34 Area: 13,722.1537 sq.ft. 0.3150 acres

Mapcheck Closure - (Uses listed courses and chords)
 Error Closure: 0.00 Course: S 06-38-46 E
 Error North: -0.003 East : 0.000
 Precision 1: 1,408,550,000.00

EXHIBIT "A"

PARKING AREA 6

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 00 degrees 13 minutes 14 seconds East, along the east line of the Southeast quarter of said Section* 9* and the centerline of 91st Avenue*, a distance of 1453.75 feet;

Thence leaving said east line of Southeast quarter, South 89 degrees 46 minutes 46 seconds West a distance of 40.00 feet to the westerly right-of-way line of 91st Avenue and the **POINT OF BEGINNING**;

Thence South 00 degrees 13 minutes 14 seconds East, along said westerly right-of-way line, a distance of 51.50 feet.

Thence South 89 degrees 46 minutes 46 seconds West a distance of 750.00 feet to the west line of the east 790.00* feet of said southeast quarter.

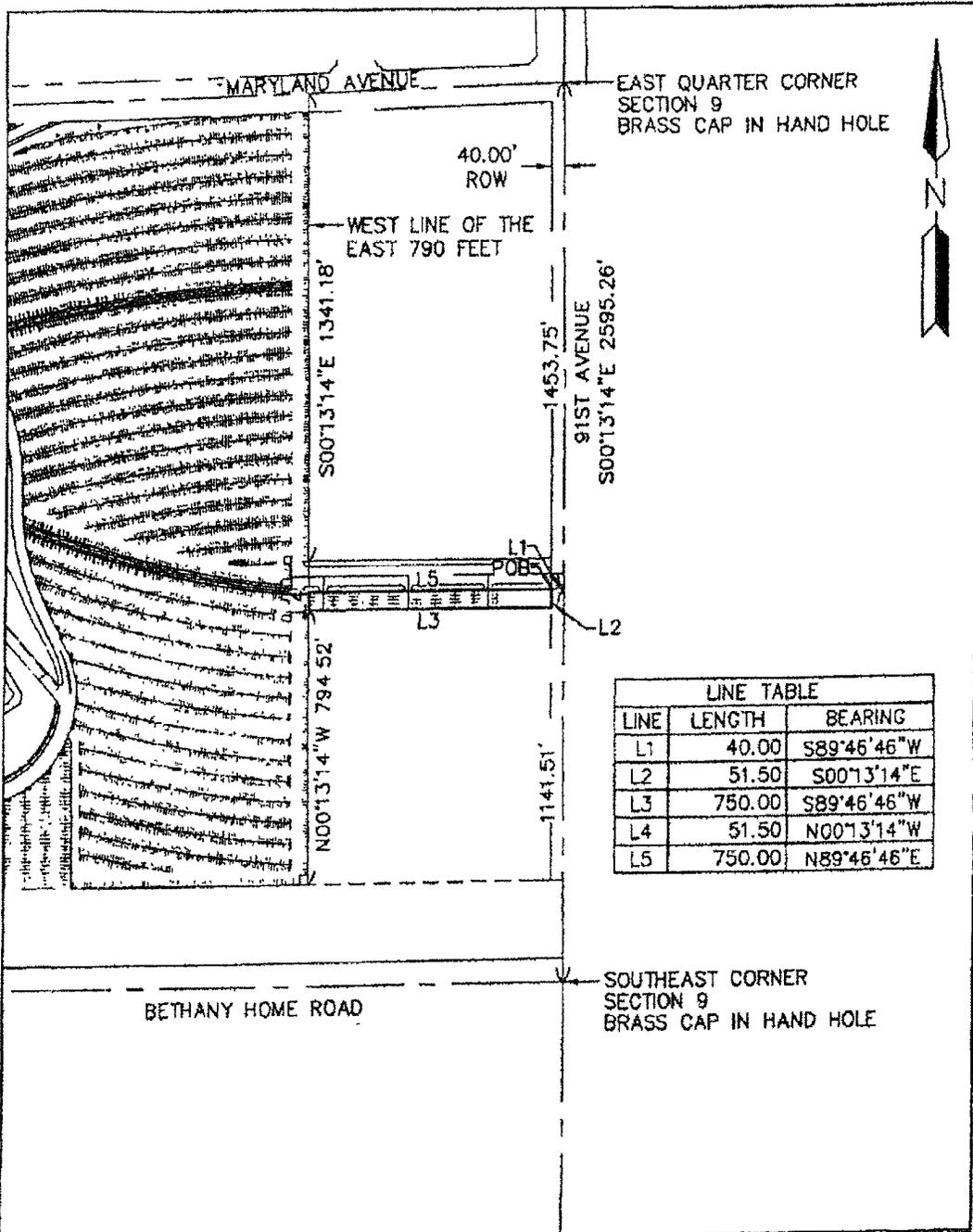
Thence North 00 degrees 13 minutes 14 seconds West, along said west line of the east 790.00* feet of said southeast quarter, a distance of 51.50 feet.

Thence North 89 degrees 46 minutes 46 seconds East a distance of 750.00 feet to the westerly right-of-way line of 91st Avenue and the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 38,624.9934 square feet (0.8867 acres) more or less.

Prepared by:

CMX L.L.C
7740 North 16th Street
Suite 100
Phoenix, AZ 85020
CMX No. 6807
May 18, 2005



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00	S89°46'46\"W
L2	51.50	S00°13'14\"E
L3	750.00	S89°46'46\"W
L4	51.50	N00°13'14\"W
L5	750.00	N89°46'46\"E

CMX PROJ 6807
 DATE: 05-18-05
 SCALE: 1" = 400'
 DRAWN BY: MsB
 CHECKED BY: KO

PARKING AREA 6
 91ST AVE. & MARYLAND AVE.
 GLENDALE, ARIZONA
EXHIBIT "A"

7740 N. 16TH ST. STE 100
 PHOENIX, AZ 85020
 PH (602) 567-1900
 FAX (602) 567-1901
 www.cmxinc.com



CMX INC. 1607 N. 16TH ST. PHOENIX, ARIZONA 85020 TEL: (602) 567-1900 FAX: (602) 567-1901

parking-6-mapcheck.txt

TSA / AZ CARDINALS
PARKING AREA 6 MAPCHECK
05-18-05 MSB

Parcel name: parking_6

North:	11141.35	East :	9955.61
Line Course:	S 00-13-14 E	Length:	51.50
	North: 11089.85		East : 9955.80
Line Course:	S 89-46-46 W	Length:	750.00
	North: 11086.96		East : 9205.81
Line Course:	N 00-13-14 W	Length:	51.50
	North: 11138.46		East : 9205.61
Line Course:	N 89-46-46 E	Length:	750.00
	North: 11141.35		East : 9955.61

Perimeter: 1603.00 Area: 38,624.9934 sq.ft. 0.8867 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.00 Course: S 90-00-00 E
Error North: 0.000 East : 0.000
Precision 1: 1,603,000,000.00

EXHIBIT "A"

PARK AND RIDE LOT

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section* 9 and the centerline of Maryland Avenue*, a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence South 88 degrees 01 minutes 38 seconds West, along the north line of the southwest quarter, a distance of 306.75 feet to the centerline intersection of Maryland Avenue and 95th Avenue;

Thence continuing South 88 degrees 01 minutes 38 seconds West, along the north line of the southwest quarter, a distance of 244.43 feet;

Thence South 01 degrees 58 minutes 22 seconds East a distance of 55.00 feet to a point on the southerly right-of-way line of Maryland Avenue and the **POINT OF BEGINNING**;

Thence South 00 degrees 00 minutes 00 seconds West a distance of 304.01 feet to the beginning of a non-tangent curve concave to the north whose center bears North 05 degrees 53 minutes 59 seconds West a distance of 7586.95 feet,

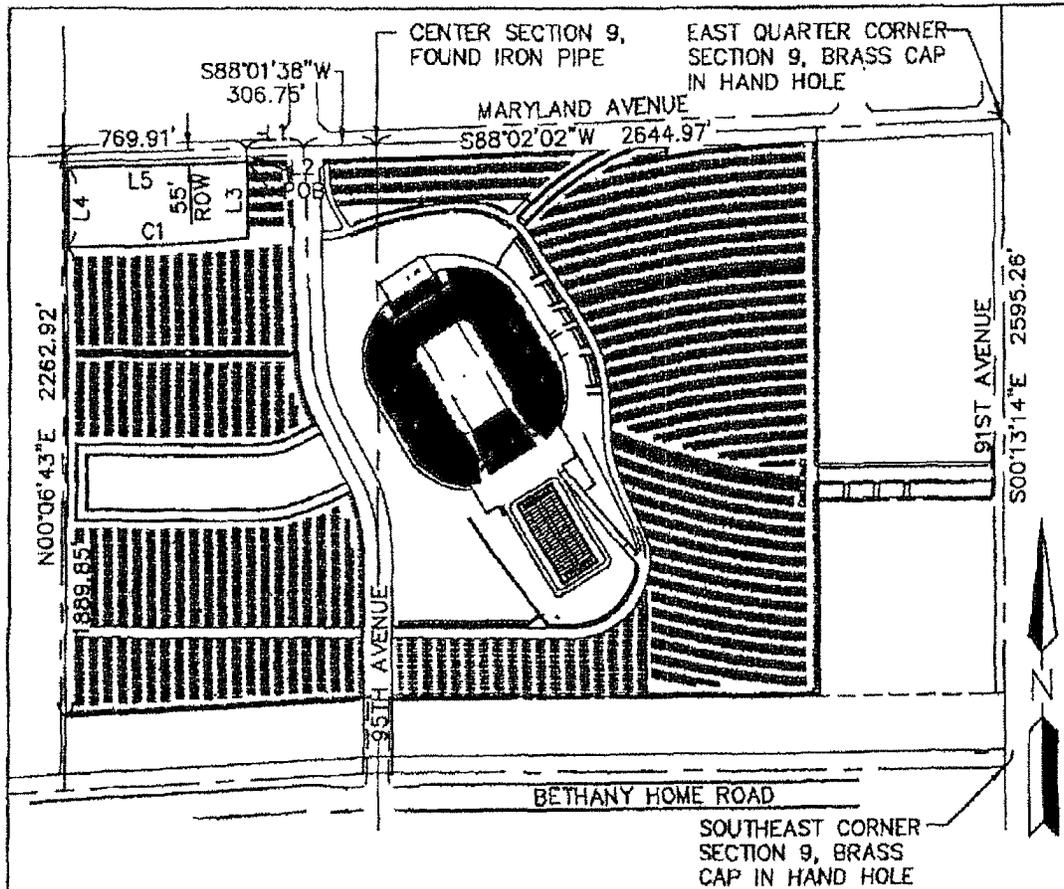
Thence westerly along the arc of said curve through a central angle of 05 degrees 44 minutes 42 seconds an arc length of 760.74 feet;

Thence North 00 degrees 06 minutes 43 seconds West a distance of 318.03 feet* to a point on the southerly right-of-way line of Maryland Avenue;

Thence North 88 degrees 01 minutes 38 seconds East, along said southerly right-of-way line, a distance of 759.20 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 240,905.1800 square feet (5.5304 acres) more or less.

Prepared by:
CMX L.L.C.
7740 North 16th Street
Suite 100
Phoenix, AZ 85020
CMX No. 6807
May 18, 2005



LINE TABLE				
LINE	LENGTH	BEARING		
L1	244.43	S88°01'38"W		
L2	55.00	S01°58'22"E		
L3	304.01	S00°00'00"W		
L4	318.03	N00°06'43"E		
L5	759.20	N88°01'38"E		
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	760.74	7586.95	5°44'42"	380.69

CMX PROJ. 6807	PARK AND RIDE LOT 95TH AVE. & MARYLAND AVE. GLENDALE, ARIZONA	7740 N. 16TH ST. STE.100 PHOENIX, AZ 85020 PH (602) 567-1900 FAX (602) 567-1901 www.cmxinc.com	
DATE: 07-18-05			
SCALE: 1" = 600'	EXHIBIT "A"		
DRAWN BY: MsB			
CHECKED BY: KO			

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EXHIBIT "A-1"

(Legal Description of the Parking Area Land)

[This exhibit is oversized. Copies may be obtained from:

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2575 East Camelback Road
Phoenix, Arizona 85016

or

Sarah Strunk, Esq.
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3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913]

EXHIBIT "B"

(Parking Components Plan)

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