

ORDINANCE NO. 3032 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A LAND USE LICENSE IN FAVOR OF THE CITY OF GLENDALE FROM THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON THE NORTHWEST QUADRANT OF 99TH AVENUE AND WESTBOUND GLENDALE; AUTHORIZING THE EXECUTION OF A COMPANION PROPERTY USE AGREEMENT WITH 101 W HEALTHCARE, LLC; DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.

WHEREAS, 101 Healthcare, LLC is the current owner and developer the real property located at 99th Avenue and Glendale Avenue; and

WHEREAS, incidental to 101 W Healthcare's redevelopment of said property, an irrigation pipeline owned and/or operated by the United States and managed by the Salt River Project ("SRP") must be relocated on property adjacent to the City's right-of-way, as depicted in the attached map and legally described in Exhibit A; and

WHEREAS, the real property depicted and described in Exhibit A is owned in fee simple by the United States of America and managed by the Salt River Valley Water Users' Association and the Salt River Project Agricultural Improvement and Power District ("SRP"); and

WHEREAS, SRP will only allow a governmental entity rather than a private party license to use real property it manages on the United States' behalf; and

WHEREAS, SRP has agreed to enter into a Land Use License (SRP License No. LJ51858) with the City for the location and construction of certain parking, roadway, sidewalk, landscaping and water and sewer line improvements to support the Westgate Healthcare Campus located at 99th Avenue and Glendale Avenue; and

WHEREAS, SRP has advised the City it wishes to relocate the irrigation pipeline during the impending "dry up" period; and

WHEREAS, the License provides that the City may allow its authorized representative to construct, operate, maintain, repair and replace the improvements on the Licensed Property consistent with the purpose of the License.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council authorizes the City to enter into the Land Use License (License No. LJ51858) with SRP as appended hereto as Exhibit B and directs the City Manager to execute and deliver the same to SRP so that SRP may record the Land Use License with the Maricopa County Recorder's Office once executed by SRP. SRP shall provide a copy of the recorded Land Use License to the City Clerk once it is filed with the Maricopa County Recorder.

SECTION 2. That the City designates 101 W Healthcare, LLC as its authorized representative to construct, operate, maintain, repair and replace the improvements on the Licensed Property consistent with the purpose of the License.

SECTION 3. That the City Council authorizes the City to enter into the Property Use Agreement with 101 W Healthcare, LLC, which is attached hereto as Exhibit C, and directs the City Manager to execute and deliver the same to 101 W Healthcare so that 101 W Healthcare may record the Property Use Agreement with the Maricopa County Recorder's Office to ensure that it runs with the land. 101 W Healthcare shall record the Property Use Agreement after SRP records the Land Use License. 101 W Healthcare shall also provide a copy of the recorded Property Use Agreement to the City Clerk once it is filed with the Maricopa County Recorder.

SECTION 4. That the City Clerk is instructed and authorized to forward a certified copy of this Ordinance and all Exhibits, including the Land Use License and the Property Use Agreement, for recording to the Maricopa County Recorder's Office.

SECTION 5. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 6th day of December, 2016.

M A Y O R

ATTEST:

City Clerk (SEAL)

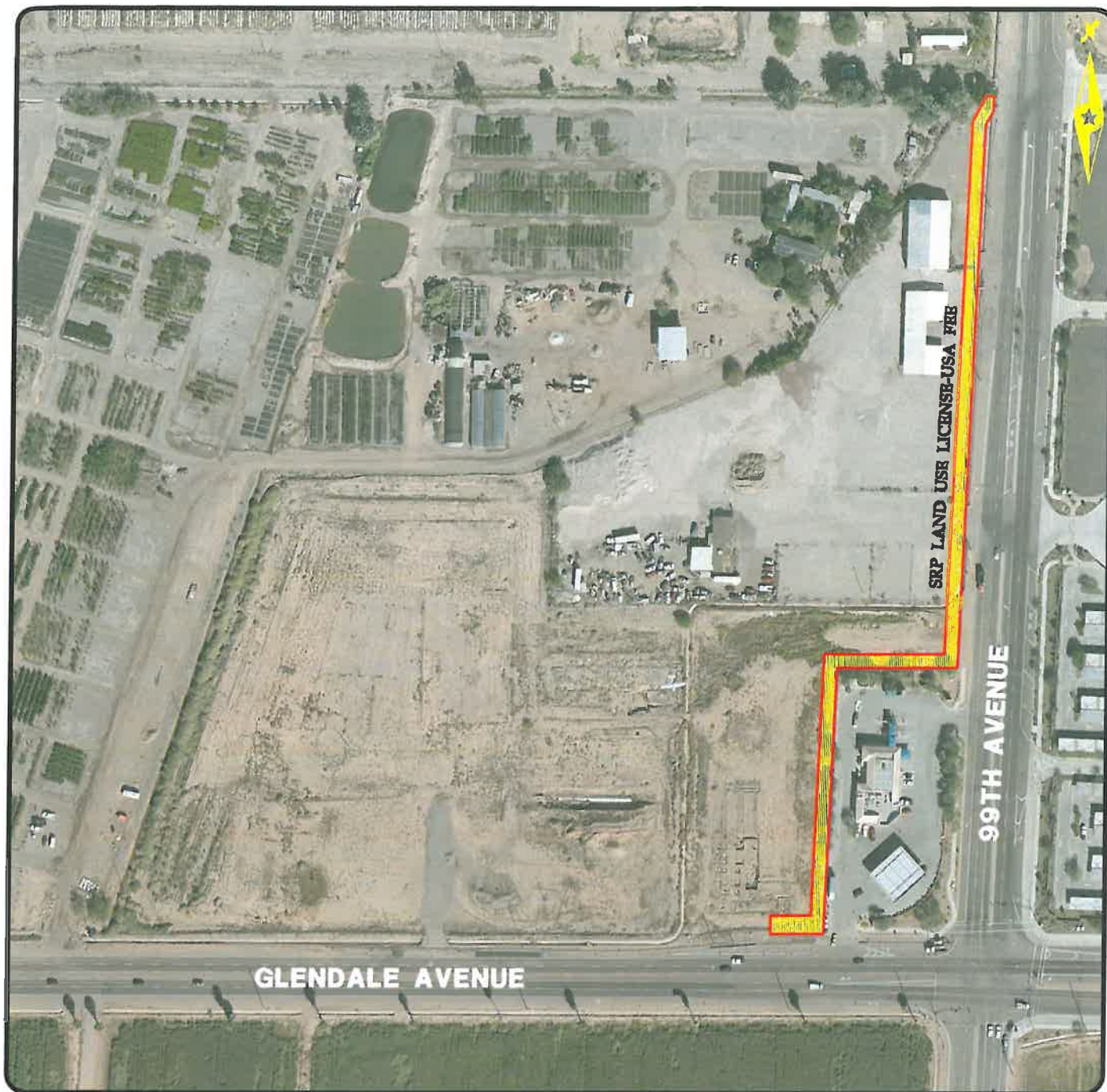
APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

EXHIBIT A



**99TH AVENUE & GLENDALE
SRP LAND USE LICENSE—USA FEE**



Site Consultants Inc.
113 South Rockford Drive
Tempe, Az. 85281

EXHIBIT "A"
DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

A strip of land in the Southeast quarter of Section 5, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of Section 5, Township 2 North, Range 1 East, Gila and Salt River Meridian, from which the Southeast corner of said Section 5 bears South 2 degrees 27 minutes 12 seconds West, 2,609.59 feet;
Thence South 2 degrees 27 minutes 12 seconds West along the East line of said Section 5, 1304.80 feet to the Northeast corner of the South half of the Southeast quarter of said Section 5;
Thence North 89 degrees 56 minutes 50 seconds West along the North line of the South half of the Southeast quarter of said Section 5, 55.05 feet to the Point of Beginning;
Thence South 2 degrees 27 minutes 12 seconds West, 22.94 feet;
Thence South 28 degrees 17 minutes 47 seconds West, 22.94 feet;
Thence South 2 degrees 27 minutes 12 seconds West, 801.67 feet;
Thence North 90 degrees 00 minutes 00 seconds West, 176.73 feet;
Thence South 2 degrees 25 minutes 00 seconds West, 391.95 feet;
Thence North 90 degrees 00 minutes 00 seconds West, 78.60 feet;
Thence North 0 degrees 00 minutes 00 seconds East, 27.00 feet;
Thence North 90 degrees 00 minutes 00 seconds East, 59.72 feet;
Thence North 2 degrees 25 minutes 00 seconds East, 384.94 feet;
Thence North 90 degrees 00 minutes 00 seconds East, 176.75 feet;
Thence North 2 degrees 27 minutes 12 seconds East, 787.09 feet;
Thence North 28 degrees 17 minutes 47 seconds East, 42.80 feet;
Thence South 89 degrees 56 minutes 50 seconds East, 11.35 feet to the Point of Beginning.

USA FEE LICENSE EXHIBIT

Site Consultants, Inc.

113 S. Rockford Drive, Tempe Arizona 85281

Tele: 480-894-2820 Fax: 480-894-2847

SCI #2030 SCALE: 1" = 200' DATE: 6-23-2016

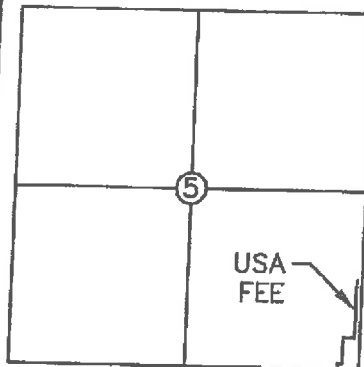
POINT OF COMMENCEMENT
FOUND 1/2" REBAR
E. 1/4 COR., SEC. 5,
T2N, R1E, G&SRM,

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S2°27'12"W	22.94'
L2	S28°17'47"W	22.94'
L3	S2°27'12"W	801.67'
L4	N90°00'00"W	176.73'
L5	S2°25'00"W	391.95'
L6	N90°00'00"W	78.60'
L7	N0°00'00"E	27.00'
L8	N90°00'00"E	59.72'
L9	N2°25'00"E	384.94'
L10	N90°00'00"E	176.75'
L11	N2°27'12"E	787.09'
L12	N28°17'47"E	42.80'
L13	S89°56'50"E	11.35'

N89°56'50"W 55.05'
POINT OF BEGINNING
NORTH LINE S. 1/2,
S.E. 1/4 SEC. 5
L13
L12
L1
L2
PROPOSED USA
RIGHT OF WAY



EXPIRES 6-30-2016



2" = 1 SQUARE MILE

LEGEND

— PROPOSED USA FEE
— SECTION LINE
— CORNER
— CORNER
— SECTION
— LINE TAG

COR.
SEC.
L11

SCALE



1" = 200 ft.

L10
L4
L9
L5
L8
L7
L6

L11
L3
1304.80'
S2°27'12"W 2609.59'
99th AVENUE

W. GLENDALE AVE.

FOUND BRASS CAP FLUSH
S.E. COR., SEC. 5,
T2N, R1E, G&SRM,

4
8
9

EXHIBIT B

SALT RIVER PROJECT
Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

SALT RIVER PROJECT
LAND USE LICENSE

**DO NOT REMOVE
THIS PAGE IS PART OF THE ORIGINAL
DOCUMENT**

**SALT RIVER PROJECT
LAND USE LICENSE**

Salt River Project License No.: LJ51858

Salt River Project File No.: 4

Effective Date: July 1, 2016

Agent: PJH

1. License Granted

WHEREAS, it is understood by the parties hereto that Licensor and the Salt River Valley Water Users' Association (Association) manage the Licensed Property pursuant to contracts with the United States of America (USA), which assign to Licensor the responsibility and authority for the care, operation, maintenance and management of the Salt River Reclamation Project ("Reclamation Project") of which the Licensed Property is a part, and;

WHEREAS, Licensor is willing to consent to Licensee's use of the Licensed Property in a manner that does not in any way compromise the contractual obligation or authority of Licensor to manage the Reclamation Project.

For valuable consideration acknowledged and received by Licensor, the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("Licensor"), grants **CITY OF GLENDALE**, an Arizona municipal corporation ("Licensee"), a revocable License granting the nonpossessory and nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions. Nothing herein shall be construed as a conveyance of a real property interest in the Licensed Property.

2. Purpose

Licensee shall make the Licensed Property available for use by the general public and may use the Licensed Property only for roadway, sidewalk, landscaping, water and sewer lines. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor. Licensee acknowledges that, but for this License, it has no rights to use or occupy the Licensed Property, and represents that it makes no claim to such rights.

3. Licensed Property

The Licensed Property shall mean: That portion of USA Fee property located within the Southeast Quarter of Section 5, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona and further described on Exhibit "A" attached hereto and made by reference a part hereof.

4. Compensation

4.1 Licensee shall reimburse Licensor, for all federal, state and local excise, sales, privilege, gross receipts and other similar taxes lawfully imposed on and paid by Licensor as a result of any License Fees received by Licensor under this License; provided, however, that this Section shall not apply to income taxes. Licensee shall pay all property taxes, if any, levied on the Licensed Property.

4.2 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and sums incurred by Licensor hereunder as a result of Licensee's default shall be deemed to be License Fees.

4.3 Any payment due under this License that is not paid within 30 days of its due date shall bear interest from the date such payment was due at the rate of eighteen percent (18%) per annum. Licensor shall have all the rights and remedies provided herein and by law for Licensee's failure to pay any of the compensation specified in this Section 4.

4.4 Within 30 days of Licensor's delivery of an invoice therefore, Licensee shall pay any incremental increase in Licensor's operation and maintenance costs on the Licensed Property resulting from Licensee's exercise of its rights hereunder. Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, damaged as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

4.5 In the event of non-payment by Licensee of any amount due hereunder, Licensor's remedies shall include, though not be limited to, the collection of past due compensation and termination of this License.

5. Term

The term of this License shall be for Twenty Five Years (25) Licensed Years (as defined below) beginning July 1, 2016 and ending June 30, 2041. Unless earlier terminated pursuant to the terms set forth herein, and may be renewed upon written agreement by the parties. For purposes of this License, the term "License Year" shall mean each twelve (12) month period during the term of this License commencing on July 1st and ending at midnight on the next succeeding June 30th.

6. Default

If a party ("Defaulting Party") fails (i) to make payment required herein by its due date or (ii) perform an obligation under this License within 30 days after written notice is given to the Defaulting Party of its failure to perform such obligation on the date when such performance was due (or, if such default cannot reasonably be cured within 30 days, then within such longer period as is determined by the non-defaulting party to be necessary to cure such default, provided the Defaulting Party commences to cure such default within the 30 day period), then, upon the expiration of the applicable cure period, if any, the non-defaulting party may terminate this

License upon not less than 30 days prior written notice to the Defaulting Party.

7. Rights of the United States of America

7.1 This License is subject to the paramount rights and regulatory jurisdiction of the USA in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the USA, the Association, and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

7.2 The USA reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. The USA will make every reasonable effort to keep damages to a minimum.

8. Successors and Assigns

The privileges granted to Licensee herein shall not inure to or benefit any person or entity other than Licensee, either through assignment or sublicense. Any attempt by Licensee to so assign or sublicense all or any portion of the Licensed Property for any purpose whatsoever shall void this License. Notwithstanding the preceding language, the parties agree that Licensee may authorize parties other than Licensee to perform Licensee's obligations on its behalf to install, operate and maintain improvements authorized under this license. No such authorization shall relieve Licensee of its obligations under this license.

9. Termination of the License

9.1 Either party or the USA may terminate this License without cause upon not less than thirty (30) days written notice.

9.2 The USA or Licensor may, at any time and at no cost or liability to the USA or Licensor, terminate this License if the USA or Licensor determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or

(iii) Termination is necessary for operational needs of the project.

9.3 The USA or Licensor may, at any time and at no cost or liability to the USA or Licensor, terminate this License if the USA or Licensor determines that the Licensee has failed to use the Licensed Property for its intended purpose. Further, failure to construct improvements pursuant to Section 15 hereof within the timeframe specified in the terms of the License may constitute a presumption of abandonment of the requested use and cause termination of the License.

9.4 Upon the expiration, termination, or revocation of this License, if all License Fees and damage claims due the USA and Licensor have been paid, the Licensee shall remove all structures, equipment, or other improvements made by it from the Licensed Property at no cost to the USA or Licensor. Upon failure to remove any such improvements within thirty (30) days of the expiration, termination, or revocation, any remaining improvements shall, at the option of the USA or Licensor, be removed or become the property of the USA or Licensor. The Licensee shall pay all expenses of the USA or Licensor, or their assigns, related to the removal of such improvements.

10. Maintenance of Licensed Property & Interface with Licensor's Use of Licensed Property

10.1 Licensee, at its own expense, shall maintain all of the Licensed Property in reasonably good, sanitary and safe condition. Subject to the conditions set forth herein, Licensor reserves to itself and Association, a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's use and enjoyment of the Licensed Property. Licensor shall give Licensee at least thirty (30) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that will materially disrupt Licensee's use and enjoyment of the Licensed Property or the Licensee's improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Arizona. Licensor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

10.2 If Licensee defaults in the performance of the obligations set forth in Section 10.1, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the required period of time set forth in the notice of default (the "Correction Period"), which period of time shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of Licensee's improvements. Licensee shall reimburse Licensor for the reasonable costs it incurs to correct such default within thirty (30) days after Licensor presents Licensee with a statement of such costs. Licensee shall release Licensor and Association from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of Licensee's improvements.

10.3 The USA, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the License or other damage to Licensee's activities or facilities.

11. Nonexclusive Rights

This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensors from granting other privileges to use the Licensed Property in a manner Licensors or the USA deems not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

12. Existing Easements and Licenses

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensors consent only to the use of the Licensed Property for the purposes described herein, in its capacity as manager of the Licensed Property and on behalf of the USA. Nothing in this License shall be construed as Licensors' representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties. Licensee shall indemnify and hold Licensors, the USA and the Association harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein, and shall release Licensors, the USA and Association from any such claims on its own behalf.

13. Indemnification

13.1 To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensors and Association ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, for, from and against any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensors shall indemnify, release and hold harmless Indemnitors. Licensors' obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

13.2 The Licensee agrees to indemnify the USA for, and hold the USA and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee.

14. Insurance

Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:

14.1 If applicable, worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

14.2 General liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000.00) each occurrence or current homeowner's liability policy. The policy shall include coverage for bodily injury liability, property damage liability, and for liability assumed under this License.

14.3 If applicable, comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars (\$2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.

14.4 The policies required by Sections 14.2 and 14.3 hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.

14.5 Licensee shall waive their rights of recovery and require its insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.

14.6 Upon execution of this License, Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Manager, Land Rights Management, PAB348
Salt River Project
P.O. Box 52025

14.7 The insurance policies may provide coverages that include deductibles or self-insured retentions. Licensee shall be solely responsible for deductibles and/or self-insured retentions, and SRP, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

15. Construction

15.1 Prior to making any improvements on the Licensed Property, Licensee shall submit to Licensor for its approval final construction documents and plans showing the location of any such improvements. Licensor shall approve or disapprove such documents and plans within 30 days. If applicable, Licensee shall obtain a Construction License from Water Engineering prior to the start of construction. Construction on the Licensed Property shall be performed only in accordance with approved construction documents and plans. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall give Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

15.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property.

15.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 15.1 but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property, and if such improvements do interfere with Licensor's use, Licensor may request Licensee to relocate Licensee's material, facilities and improvements as deemed necessary by Licensor.

15.4 If relocation of Licensee's materials, facilities, or improvements is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

15.5 Licensor shall not exercise its right to require relocation of Licensee's facilities, materials, and improvements in an unreasonable or arbitrary manner, and warrants to Licensee that as of the date of this License, relocation of Licensee's facilities is not expected or anticipated as a result of Licensor's existing plans for the Licensed Property.

16. Permits, Statutes and Codes

16.1 Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to

Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

16.2 The USA or Licenser may, at any time and at no cost or liability to the USA or Licenser, terminate any License if the Licensee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any License, or to obtain any required permits or authorizations.

17. Licenser's Right to Inspect

17.1 Licenser, Association or the USA may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licenser may inspect all trenching, backfilling and other related construction activity that potentially affects Licenser's facilities, and require conformance with all Licenser's requirements and specifications related thereto.

17.2 Licensee shall release Licenser, Association and the USA from any claims for damages arising out of any delay caused by Licenser in permitting or inspecting any work on the Licensed Premises. The provisions of this Section shall survive termination of this License.

18. Service of Notice

All notices, demands and invoices required or permitted by this License shall be in writing and shall be considered to have been properly delivered: (i) if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight delivery service, on the next business day after deposit with such service, addressed as follows; (iii) if personally delivered, or (iv) if by email on the date of delivery service to:

Mail

Notices to Licenser

Attn: Manager, PAB348
SALT RIVER PROJECT
Land Rights Management
P.O. Box 52025
Phoenix, AZ 85072-2025

Notices to Licensee

Attn: Tom Kaczmarowski
Sr Civil Engineer
City of Glendale- Suite 315
5850 West Glendale Avenue
Glendale, AZ 85301

Hand /Certified Delivery

Notices to Licenser

Attn: Manager, PAB348
SALT RIVER PROJECT
Land Rights Management
2727 E. Washington Street
Phoenix, AZ 85034-1422

Notices to Licensee

Attn: Tom Kaczmarowski
Sr Civil Engineer
City of Glendale- Suite 315
5850 West Glendale Avenue
Glendale, AZ 85301

Either party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

19. Waiver

This License may not be modified or any provision waived except by written agreement executed by both Licensor and Licensee. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this License, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term of condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

20. Attorneys' Fees Upon Default

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

21. Force Majeure

21.1 If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

21.2 The USA may, at any time and at no cost or liability to the USA, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

22. Entire Agreement; Changes After Execution

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing and signed by both parties.

23. Governing Law, Venue and Waiver of Trial by Jury

23.1 This License shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. Licensor and Licensee agree that any action, suit, or proceeding arising out of, or in any way connected with this License, shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or in any way connected with this License.

23.2 Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

24. Water Damage

Except when the result of the negligent or willful act or omission of Licensor or Association or their directors, officers, employees, agents or assigns, neither Licensor, Association or the USA shall be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any Reclamation Project dam, canal or other facility.

25. Transactional Conflict of Interest

Notice is hereby given of A.R.S. § 38-511.

26. Approvals

Each party agrees that if any consent or approval shall be required of such party, such consent or approval shall not be unreasonably withheld.

27. Reservation of Remedies

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

28. Archaeological and Environmental Compliance

28.1 Licensee shall immediately provide an oral notification to Reclamation (hereinafter

described) authorized official and Licensor of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on the Licensed Property. The License shall follow up with a written report of their finding(s) to Reclamation authorized official and Licensor within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this License. The Licensee shall immediately cease the activity in the area of discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation authorized official and Licensor before resuming the activity. Protective and mitigative measures specified by Reclamation authorized official and Licensor shall be the responsibility of the Licensee.

28.2 Licensee through the Licensor shall obtain a final environmental clearance from Reclamation prior to construction on the Licensed Property.

28.3 Licensee shall notify Licensor's staff archaeologist should any cultural resources or human remains be found on the Licensed Property, and when appropriate, shall be responsible for other notifications and legal requirements as required by the Archeological Resource Protection Act and the Native American Graves Protection and Repatriation Act and ensuing 43 C.F.R. 10 regulations. All costs are the responsibility of the Licensee.

28.4 (a). Licensee may not allow contamination or pollution on Licensed Property, waters or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b). Licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.

(c). "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(d). Upon discovery of any event which may or does result in contamination or pollution of Licensed Property, waters or facilities, Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Licensor. Reporting is timely if made within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is a situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e). Violation of any of the provisions of this Article 28, as determined by the Licensor, may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by Licensee and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any Licensed Property, waters or facilities that are adversely affected as a result of the violation.

28.5 Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises, due to any action taken by Licensee or its agents, officers, directors, or employees that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act -- 42 U.S.C. § 9601 et seq., or the Arizona Environmental Quality Act -- A.R.S. § 49-101 et seq., as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) -- 42 U.S.C. § 6991a et seq., or the Arizona Underground Storage Tank Law -- A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 28 shall survive termination of this License.

29. Intentionally Deleted

30. Officials Not to Benefit

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon, pursuant to 41 U.S.C. § 22.

31. Illegal Use

Any activity deemed to be illegal on the Licensed Property will be cause for immediate termination of this License.

32. Bonding

Licensee shall provide a bond in the amount of \$0.00, to be maintained until all construction activities of this project and restoration of the disturbed areas have been completed and accepted in writing by Reclamation or Licensor. Upon completion, or partial completion, of these restoration requirements, Reclamation or Licensor, may terminate or allow partial reduction of the amount of the bond requirement.

33. Pest Control

33.1 The Licensee shall not permit the use of any pesticides on Licensed Property without prior written approval by Reclamation or Licensor. The Licensee shall submit to Reclamation or Licensor for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

33.2 All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their (State Department of Agricultural, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance

shall be in accordance with State requirement and such records shall be furnished to Reclamation or Licensors not later than five (5) working days after any application of a pesticide

33.3 Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation or Licensors.

33.4 Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

33.5 The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Licensors or Reclamation Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

33.6 Aerial application of pesticides is prohibited without the prior written consent by Licensors or Reclamation's designated representative.

33.7 The Licensee agrees to include the provisions contained in paragraphs 33.1 through 33.6 of this Section in any subcontract or third-party contract it may enter into pursuant to this License.

IN WITNESS WHEREOF, the parties hereto have executed this License this ____ day of _____, 20__.

LICENSOR:

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this ____ day of _____, 20____, the foregoing instrument was acknowledged before me by _____ a _____ of the Land Department, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), on behalf of SRP.

My Commission Expires:

Notary Public

IN WITNESS WHEREOF, _____,
_____ has caused its name to be executed by its duly
authorized representative(s), this ____ day of _____, 20__.

LICENSEE:

CITY OF GLENDALE an Arizona municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this ____ day of _____, 20__, before me, the undersigned, personally
appeared _____, of _____, and such
authorized representative(s) acknowledged that this document was executed on behalf of the
corporation for the purposes therein contained.

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

My Commission Will Expire:

Notary Public

Site Consultants Inc.
113 South Rockford Drive
Tempe, Az. 85281

EXHIBIT "A"
DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

A strip of land in the Southeast quarter of Section 5, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of Section 5, Township 2 North, Range 1 East, Gila and Salt River Meridian, from which the Southeast corner of said Section 5 bears South 2 degrees 27 minutes 12 seconds West, 2,609.59 feet;
Thence South 2 degrees 27 minutes 12 seconds West along the East line of said Section 5, 1304.80 feet to the Northeast corner of the South half of the Southeast quarter of said Section 5;
Thence North 89 degrees 56 minutes 50 seconds West along the North line of the South half of the Southeast quarter of said Section 5, 55.05 feet to the Point of Beginning;
Thence South 2 degrees 27 minutes 12 seconds West, 22.94 feet;
Thence South 28 degrees 17 minutes 47 seconds West, 22.94 feet;
Thence South 2 degrees 27 minutes 12 seconds West, 801.67 feet;
Thence North 90 degrees 00 minutes 00 seconds West, 176.73 feet;
Thence South 2 degrees 25 minutes 00 seconds West, 391.95 feet;
Thence North 90 degrees 00 minutes 00 seconds West, 78.60 feet;
Thence North 0 degrees 00 minutes 00 seconds East, 27.00 feet;
Thence North 90 degrees 00 minutes 00 seconds East, 59.72 feet;
Thence North 2 degrees 25 minutes 00 seconds East, 384.94 feet;
Thence North 90 degrees 00 minutes 00 seconds East, 176.75 feet;
Thence North 2 degrees 27 minutes 12 seconds East, 787.09 feet;
Thence North 28 degrees 17 minutes 47 seconds East, 42.80 feet;
Thence South 89 degrees 56 minutes 50 seconds East, 11.35 feet to the Point of Beginning.

USA FEE LICENSE EXHIBIT

Site Consultants, Inc.

113 S. Rockford Drive, Tempe Arizona 85281
 Tele: 480-894-2820 Fax: 480-894-2847

SCI #2030 SCALE: 1" = 200' DATE: 6-23-2016

POINT OF COMMENCEMENT
 FOUND 1/2" REBAR
 E. 1/4 COR., SEC. 5,
 T2N, R1E, G&SRM,

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S2°27'12"W	22.94'
L2	S28°17'47"W	22.94'
L3	S2°27'12"W	801.67'
L4	N90°00'00"W	176.73'
L5	S2°25'00"W	391.95'
L6	N90°00'00"W	78.60'
L7	N0°00'00"E	27.00'
L8	N90°00'00"E	59.72'
L9	N2°25'00"E	384.94'
L10	N90°00'00"E	176.75'
L11	N2°27'12"E	787.09'
L12	N28°17'47"E	42.80'
L13	S89°56'50"E	11.35'

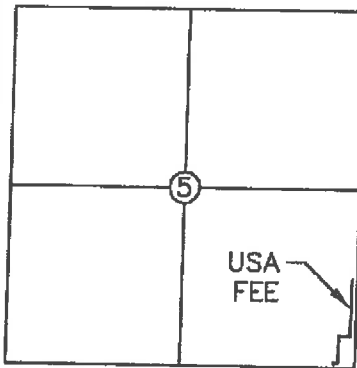
N89°56'50"W 55.05'
 POINT OF BEGINNING
 NORTH LINE S. 1/2,
 S.E. 1/4 SEC. 5

L13
 L12

PROPOSED USA
 RIGHT OF WAY

L1
 L2

1304.80'

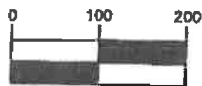


LEGEND

— PROPOSED USA FEE
 — SECTION LINE
 — SECTION CORNER
 — CORNER
 — SECTION
 — LINE TAG

COR.
 SEC.
 L11

SCALE



1" = 200 ft.

L8
 L7
 L6

L11
 L3
 1304.80'
 1304.80'
 S2°27'12"W 2609.59'
99th AVENUE

W. GLENDALE AVE.

FOUND BRASS CAP FLUSH
 S.E. COR., SEC. 5,
 T2N, R1E, G&SRM,

4
 8
 9

EXHIBIT C

When recorded, return to:

City Clerk
5850 W. Glendale Ave.
Glendale, Arizona 85301

PROPERTY USE AGREEMENT

For valuable consideration and the exchange of promises contained in this Agreement, the receipt of which is hereby acknowledged, the City of Glendale, an Arizona municipal corporation (“City”), and 101 W Healthcare, LLC, an Arizona limited liability company (“Owner”), agree as follows concerning the real property licensed, or to be licensed, to the City by the United States of America pursuant to the Salt River Project Land Use License No. LJ51858 (“SRP License”) the form of which is attached as Exhibit 1, and which identifies the real property to be licensed as Exhibit A to the SRP License (“Licensed Property”). Owner is the owner of that certain real property described on the attached Exhibit 2 (“Owner’s Property”) which is adjacent to and abuts the Licensed Property.

The City of Glendale:

1. Hereby agrees to execute the SRP License and comply with its terms in good faith; and
2. Hereby agrees to designate Owner as its authorized representative to allow Owner to construct improvements on and use the Licensed Property in any and all manner consistent with the SRP License, including for driveway, parking, roadway, sidewalk, landscaping, water and sewer lines; and
3. Hereby agrees to designate Owner as its authorized representative to allow Owner to operate and maintain, and, if necessary, repair and replacement of Owner’s improvements on the Licensed Property; and
4. Hereby agrees to promptly provide written notice to Owner pursuant to Section 13 herein of any notice received by City from the Licensor with respect to the SRP License, including without limitation, notice of renewal or termination, default or demand for correction of default, entry by Licensor for maintenance or repairs, or demand by Licensor for indemnification. As used in this subsection, “promptly” is defined as: (1) within one business day, if cure is required within seven days or less; or (2) within three business days if cure is required within 8 days or more. The City will use its best efforts to, but is not required to, notify the Owner when an emergency exists; and
5. Makes no representation as to any warranty of habitability or suitability of the Licensed Property for the use intended by Owner; and
6. Makes no representation that the License will remain in effect for the full term provided in Section 5 of the License.

101 W Healthcare:

7. Hereby agrees to comply with all terms and conditions of the SRP License in good faith and to reimburse the City in the event Owner's violation of a term or condition of the License results in any financial obligation to the City, including, but not limited to, the cost to restore the Licensed Property to its original condition, or other monetary damages, reasonable attorneys' fees or costs; and

8. Owner agrees to perform and/or pay for all costs associated with construction of improvements installed by or on behalf of Owner on the Licensed Property; and

9. Owner agrees to perform and/or pay for all costs necessary to safely operate, maintain, repair and replace, if necessary, any such improvements installed by or on behalf of Owner once constructed. It is the intent of the parties that Owner will perform all routine maintenance, repairs and replacement of improvements installed by or on behalf of Owner on the Licensed Property. In the event of an emergency which may pose a risk to public health or welfare or the environment, the City may perform any and all emergency maintenance, repairs, or replacement of improvements installed by or on behalf of Owner on the Licensed Property to return the Licensed Property to a safe condition. If the City performs any maintenance, repairs, or replacement of improvements installed by or on behalf of Owner on the Licensed Property, it will bill Owner for the actual cost of such work. Owner agrees to reimburse the City within 30 days of its receipt of the bill for such costs. Nothing in this Agreement prevents the City from performing any routine maintenance, repairs and replacement of improvements on the Licensed Property if it believes the Owner's performance of such work is defective or otherwise inadequate.

10. **Insurance.** For the duration of the term of this Agreement, Owner shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work that occurs on the Licensed Property. Such insurance shall cover Owner, its agent(s), representative(s), employee(s) and any subcontractors and shall name the City of Glendale as an additional insured. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- c. Automobile Insurance: Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than

\$2,000,000 each occurrence with respect to Owner's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.

- d. The insurance policies required by the Section above must contain, or be endorsed to contain, the following insurance provisions:
- i. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL for any liability arising from or in connection with the performance of all tasks or work that occurs on the Licensed Property. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Owner or on its behalf. General liability coverage can be provided in the form of an endorsement to Owner's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - ii. For any claims related to the Licensed Property, the **insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
 - iv. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless Owner has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
 - v. Waiver of Subrogation. Owner **hereby agrees to waive its rights of subrogation which any insurer may acquire** from it by virtue of the payment of any loss. Owner agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Owner, its employees, agent(s) and subcontractor(s).
 - vi. Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Owner shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before a Certificate of Occupancy is issued. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein. Starting on the first anniversary of this Agreement and annually

thereafter during the term of the SRP License, Owner shall provide City with verification of the coverage required by this Agreement.

Additional Provisions:

11. **Amendment.** This Agreement may be modified or amended only by a written instrument executed by or on behalf of the City and by the owner(s) of that portion(s) of the Owner's Property which is within twenty feet (20') of the Licensed Property

12. **Successors and Assigns.** The provisions of this Agreement shall run with the land and shall be binding upon the respective successors and assigns with respect to Owner's Property. Wherever the term "Owner" is used in this Agreement such term shall include any such successors and assigns. Whenever there is any conveyance of any portion of the Owner's Property that is within twenty feet (20') of the Licensed Property, notice pursuant to Section 13 herein shall be provided to the City of such conveyance.

13. **Notice.** All notices, demands, and other communications required or permitted by this Agreement shall be in writing and shall be considered to have been properly delivered: (i) if mailed, after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight courier delivery service, on the next business day after deposit with such service, addressed as follows; (iii) if personally delivered; or (iv) if by email on the date of delivery service to:

If to City:

City of Glendale
Attn: Tom Kaczmarowski, Sr. Civil Engineer
5850 W. Glendale Ave.
Glendale, Arizona 85301
Email: TKaczmarowski@glendaleaz.com

With a copy to:

City of Glendale
Attn: City Manager
5850 W. Glendale Ave.
Glendale, Arizona 85301
Email: KPhelps@glendaleaz.com or successor

With a copy to:

City of Glendale
Attn: City Attorney
5850 W. Glendale Ave.
Glendale, Arizona 85301
Email: MBailey@glendaleaz.com or successor

If to Owner: 101 W Healthcare, LLC
5800 N. Yucca Rd.
Paradise Valley, Arizona 85253
Email: JSimon@simonmed.com

With a copy to: Mattson Construction
Attn: Michael Mattson
P.O. Box 27842
Tempe, Arizona 85285
Email: Mike@mattsonconstruction.com

Any party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

14. **Term; Revocation.** The Effective Date of this Agreement shall be the Effective Date of the SRP License and the term of this Agreement shall be coextensive with the term of the SRP License. In the event that the SRP License is not executed on behalf of its Licensor within 90 days of the date of this Agreement, or in the event that the SRP License expires or is terminated, either party to this Agreement may give notice to the other of the revocation of this Agreement.

15. **Counterparts.** This Agreement may be executed in counterpart and the parties may execute and exchange counterparts, and when so exchanged, this document shall be binding and effective for all purposes and treated in the same manner as if the parties had exchanged original, manually signed signature pages.

16. **Recordation.** After the execution on behalf of the Licensor and Licensee of the SRP License, the City shall provide a fully executed copy of the SRP License to this Agreement as its Exhibit 1 to Owner. Owner then shall record this Agreement with its exhibits within ten (10) days of its receipt of the SRP License to ensure that this Agreement runs with the land. Owner shall provide a copy of the Agreement as recorded with the Maricopa County Recorder's Office to the City within ten (10) days of its recordation.

IN WITNESS WHEREOF, this Property Use Agreement has been executed by the Parties as of the dates set forth below.

CITY OF GLENDALE

ATTEST:

Kevin R. Phelps

Date: _____

Julie K. Bower
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

101 W HEALTHCARE, LLC

By: [Signature]
its Manager

Date: Nov. 23, 2016

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 23 day of Nov., 2016, by John Simon, known to me to be the person whose name is subscribed to the foregoing Property Use Agreement, and acknowledged that he/she executed the same on behalf of 101 W Healthcare, LLC for the purposes therein contained.

Ashley Porter
Notary Public

My Commission Expires

September 29, 2019

