

**CITY OF MESA
REAL ESTATE SERVICES

AGREEMENT FOR USE OF
CITY OF MESA PARKING SPACES**

This Agreement made and entered into this ____ day of July, 2016, by and between the City of Mesa, a municipal corporation ("City") and Alhambra Mesa, LLC, an Arizona limited liability company, whose address is 4650 East Thomas Road, Phoenix, AZ 85018 ("Alhambra Mesa"). The City and Alhambra Mesa may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS:

- A. Alhambra Mesa owns property commonly known as Alhambra Hotel located at 43 S. Macdonald, Mesa AZ.
- B. Alhambra Mesa has contracted with Benedictine University to provide student housing at the Alhambra Hotel, the terms of which are contained in that certain Commercial Build To Suit Real Estate Lease dated July ____, 2016 ("Benedictine Lease").
- C. City owns or otherwise controls certain real property legally identified and depicted on Exhibit A attached and depicted on Exhibit B attached hereto and made a part hereof. City also owns or otherwise controls other parking areas including on-street parking in the area around the Alhambra Hotel.
- D. Alhambra Mesa desires to lease from the City up to forty parking spaces to be used by the students residing at the Alhambra Hotel.
- E. Subject to the terms and conditions of this Agreement, the City is willing to provide to Alhambra Mesa up to forty parking spaces (more specifically defined as the "Parking Facility" below) for the use of students residing at the Alhambra Hotel and required by the Alhambra Mesa pursuant to the Benedictine Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, it is agreed by City and Alhambra Mesa as follows:

Section 1. Definitions

1.1 "Parking Facility" means the parking spaces depicted as yellow boxes A and B on Exhibit B attached hereto and made a part hereof. The City has designated the Parking Facility for use by students residing at the Alhambra Hotel.

The Parking Facility currently consists of thirty-six parking spaces. Twelve of the thirty-six spaces are located on South Drew Street between Main Street and 1st Avenue (the "ROW Parking") and twenty-six of the thirty-six spaces are located in the City-owned surface parking lot located at the southeast corner of 1st Avenue and Macdonald (the "Surface Lot Parking").

1.2 “Business Hours” means the time period from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays observed by the State of Arizona.

1.3 “Term” means, collectively, the Initial Term and all renewal terms referenced in Section 2.1 of this Agreement.

Section 2. Term of this Agreement

2.1 Term. The Initial Term of this Agreement shall be fifteen years, with one five-year automatic renewal. Before the expiration of the Initial Term, and provided that (a) the Alhambra Hotel is used for housing for students of Benedictine University or another higher education institution located in downtown Mesa; and (b) Alhambra Mesa is not in default, as defined in Section 10 of this Agreement, the Parties may agree to two additional five-year renewal terms, subject to negotiated increases in the License Fee.

2.2 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement and the license created hereby may only be terminated during the Initial Term under any of the following circumstances: (i) Alhambra Mesa is in default of this Agreement and fails to timely cure such default under Section 10 below; (ii) the Benedictine Lease expires or terminates, the Parking Facility is not being used by another higher education institution located in downtown Mesa, and the parties cannot reach an agreement within ninety days regarding pricing pursuant to Section 6.2 below; or (iii) in conjunction with an order from a court of competent jurisdiction in the State of Arizona.

Section 3. Grant of Licenses

3.1 Grant of License. The City hereby grants to Alhambra Mesa a license to use the Surface Lot Parking, twenty-four hours a day, seven days a week, for use as provided herein. In addition, the City hereby grants Alhambra Mesa a license to use the ROW Parking during Business Hours, for use as provided herein.

3.2. Location of Spaces. The Parking Facility licensed under this Section 3 shall be located as set forth in Exhibit B, attached hereto and by this reference incorporated herein.

(a) City reserves right to temporarily change the location of the Parking Facility, or any portion thereof, to accommodate and conduct routine maintenance and repairs, as well as reconstruction or expansion of the Parking Facility, or any portion thereof.

(b) In the event the Parking Facility, or any portion thereof, becomes part of a redevelopment proposal, or is needed for other purposes, as determined by the City, City will provide the equivalent number of spaces at another City-owned parking facility within the alternative catchment area (the “Alternative Catchment Area”) identified on the attached Exhibit B. In the event the City builds a parking structure within the Alternative Catchment Area, City may provide Alhambra Mesa the option to consolidate the parking in this Agreement to the new parking structure.

Section 4. South Macdonald Parking

In addition to the Parking Facility, the City will identify, on South Macdonald, two parking spaces as short term loading spaces, and two parking spaces as handicapped accessible parking (the “South Macdonald Parking”). The City will install signage designating two of the spaces in the South Macdonald Parking as loading spaces, and the other two spaces in the South Macdonald Parking as handicapped accessible. The

South Macdonald Parking will be located in reasonable proximity to the Alhambra Hotel to provide benefit to the student residents.

Section 5. City to Issue Permits

The City, or a third party of the City's choosing, will prepare and issue parking permits in a form of decals or stickers, or any in other form chosen by the City ("Parking Permits"). Benedictine University or another higher education institution located in downtown Mesa will distribute the Parking Permits to student residents of the Alhambra Hotel.

Section 6. Payments to the City

6.1 License Fee. For use of the Parking Facility, Alhambra Mesa shall pay to City a set amount per space, per year, as set forth in Exhibit C attached hereto (the "License Fee").

(a) Alhambra Mesa shall pay the first year License Fee for all thirty-six parking spaces in full, without proration or offset, regardless of the number of Parking Permits issued in connection with this Agreement, within thirty days of execution of this Agreement.

(b) In the second year of the Term, and every year of the Term thereafter, Alhambra Mesa will pay for all ten of the Parking Permits issued in connection with the ROW Parking in full, without proration or offset, regardless of the number of parking spaces that Alhambra Mesa uses in the ROW Parking.

(c) With the exception of §6.1(a) above, Alhambra Mesa shall be responsible for payment of the License Fee for only those parking spaces for which Parking Permits are issued for parking spaces in the Surface Lot Parking.

(d) In the event the City relocates parking to an existing City-owned permitted parking facility to accommodate a development, or for other purpose as determined by the City, Alhambra Mesa shall pay the annual License Fee for all spaces provided by this Agreement, regardless of the number of Parking Permits issued.

6.2 License Fee Increases. In the event the Alhambra Hotel is converted, in whole or in part, to a use other than student housing for Benedictine University or another higher education institution located in downtown Mesa, the License Fee will become the market rate for parking in effect when the change of use occurs.

6.3 Payment Procedures. Alhambra Mesa shall pay the License Fee, without prior notice or demand and without any set-off or deduction whatsoever, in advance on the first day of anniversary of the Term, or as soon as Parking Permits are issued, whichever date occurs first.

6.4 Late Payment. Alhambra Mesa covenants and agrees that for each month, in which the fee set forth in 6.1 is not paid within ten days of the due date, Alhambra Mesa shall promptly pay to City a sum equal to one and one-half percent of the unpaid fee as special damages.

Section 7. Permitted/Prohibited Uses

7.1 Parking for Student Residents Only. The Parking Facility may be used by, and are for the sole use of, student residents of the Alhambra Hotel, for parking passenger-type automobiles. At all times other than during Business Hours, the City retains all rights to the ROW Parking, including but not limited to, the right to use the ROW Parking for special events or public parking.

7.2 Storage Prohibited. Without limiting the generality of this Section 7.2, Alhambra Mesa agrees that the Parking Facility and the South Macdonald Parking shall not be used for the storage of any vehicles, equipment or materials, unless prior approved in writing by City.

7.3 Limitation on Sale or Transfer of Parking Permits. Alhambra Mesa may not transfer, trade, sell or exchange any of the parking spaces or Parking Permits related to the Parking Facility. With the prior written agreement of the City, and provided that Benedictine University and the City share in any profit generated by the transfer, trade, sale or exchange of the parking spaces or the Parking Permits, Benedictine University may transfer, trade, sell or exchange the parking spaces or Parking Permits.

7.4 Nuisance Prohibited. Alhambra Mesa shall not use the Parking Facility, nor permit the Parking Facility to be used in a manner that creates or causes to be created nuisances or hazards to the public health or safety. Alhambra Mesa shall not use the Parking Facility, nor permit the Parking Facility to be used for any illegal or immoral purposes. Alhambra Mesa shall comply with all Federal, State, and local laws, regulations, or ordinances, whether in effect at present or in the future concerning the Parking Facility and the use thereof.

7.5 Quiet Enjoyment. Alhambra Mesa agrees that the use of the Parking Facility shall be conducted in such a manner so as to insure the quiet enjoyment of the neighboring properties.

Section 8. Maintenance and Repairs

8.1 Maintenance of Parking Facility. City or its assignee shall at all times keep the Parking Facility in a neat and orderly condition and shall perform all normal repairs to the Parking Facility and adjacent grounds including lighting and emergency signs. City shall be responsible for the removal and recycling, as appropriate, of all trash and solid waste from the Parking Facility at a minimum of once per week.

8.2 Damage to Parking Facility. Damage and wear and tear not ordinary to the use of the Parking Facility, which is caused by student residents or Alhambra Mesa's employees, agents, service personnel, contractors, invitees, and guests shall be repaired by City at Alhambra Mesa's sole expense. Said repair costs shall be due and payable within thirty (30) days after the date of the invoice in which City bills Alhambra Mesa for such costs. In the event payment for the repairs is not made within said thirty days, Alhambra Mesa agrees to pay a late charge of one and one-half percent of the unpaid amount as special damages.

Section 9. Security

9.1 Security. Alhambra Mesa acknowledges and understands that the City provides no security at or for the Parking Facility, and agrees that the City shall have no obligation to provide security at the Parking Facility. Alhambra Mesa is solely responsible for: (i) the security for Alhambra Mesa, and the student residents of the Alhambra Hotel; (ii) the security for the personal property of Alhambra Mesa, and of the student residents of the Alhambra Hotel; and (iii) the security of third parties and users of the Parking Facility to the extent such security issues arise or are related to Alhambra Mesa's, the student residents of the Alhambra Hotel, or Alhambra Mesa's employees, agents, clients, or invitees use of the Parking Facility. Alhambra Mesa shall ensure that its, the student residents' of the Alhambra Hotel, and its employees, agents, clients, and invitees use the Parking Facility in a safe and secure manner. City agrees Alhambra Mesa, at its sole cost and expense, may implement security measures at the Parking Facility so long as Alhambra Mesa gives reasonable notice to City if such measures involve the installation of improvements at the Parking Facility. In addition to and without limiting any other indemnity in this Agreement, Alhambra Mesa shall indemnify, defend, and hold the City and its employees harmless for and from any

claims or damages (including, but not limited to, injury and death to persons and loss of property) arising or related to Alhambra Mesa's, the student residents of the Alhambra Hotel, or its employees, agents, clients, and invitees use of the Parking Facility (including, but not limited to, adequacy of security, lack of security, and types of security installed).

Section 10. Default

10.1 Events of Default. The occurrence of any of the following shall constitute an event of default hereunder:

(a) The filing of a petition by or against Alhambra Mesa for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Alhambra Mesa's property; an assignment by Alhambra Mesa for the benefit of creditors or the taking of possession of the property of, Alhambra Mesa by any governmental officer or agency pursuant to statutory authority for the liquidation of Alhambra Mesa.

(b) Failure of Alhambra Mesa to pay when due any sum required by this Agreement to be paid and the continuance of such nonpayment for thirty days after written notice from the City.

(c) Misuse of the Parking Facility by Alhambra Mesa, or the failure of Alhambra Mesa to prevent its employees, tenants, agents, service personnel, Alhambra Mesas, invitees, guests, concessionaires, successors and assigns from misusing the Parking Facility, and such misuse continues for thirty days following Alhambra Mesa's receipt of written notice from City.

(d) Failure to obtain or maintain the insurance coverages as required herein.

(e) Alhambra Mesa's failure to perform any other covenant or condition of this Agreement within thirty days after written notice and demand.

10.2 Termination for Default.

(a) In the event a default occurs, and is not cured within the applicable cure period, City, at its election, may terminate this Agreement and the License created thereby. In such case, Alhambra Mesa shall immediately cease to use the Parking Facility and the South Macdonald Parking. Notwithstanding the foregoing, no action of City shall be construed as an election to terminate this License unless written notice of such intention is given to Alhambra Mesa.

(b) No waiver of any default, breach or failure of Alhambra Mesa under this Agreement shall be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Alhambra Mesa of any of the covenants or undertakings of Alhambra Mesa, City nevertheless may accept from Alhambra Mesa any payments hereunder without in any way waiving City's right to exercise the remedies herein before provided for by reason of any breach or lapse which was in existence at the time such payment or payments were accepted by City.

(c) The specific remedies set forth in this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be entitled to resort, either in law or in equity, in case of any breach of threatened breach of any provisions of this Agreement.

Section 11. Indemnification, Insurance

11.1 Indemnification. Alhambra Mesa shall defend, indemnify and hold City, its Manager, Council, Council members, boards, commissions, elected and appointed officials, officers, agents, authorized representatives and employees, individually and collectively, from and against all losses, expenses (including attorney fees), damages, claims, charges, fines, suits, actions, demands, or other liabilities of any kind ("Liability"), including without limitation Liability for bodily injury, illness, death, or for property damage, resulting from or arising out of this Agreement and/or the use or occupancy of the Parking Facility, except for Liabilities resulting from the willful or negligent acts or omissions of the City, its employees, agents, or any person under City's direction and control.

11.2 Insurance Requirements.

(a) **Comprehensive General Liability.** Alhambra Mesa, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of Alhambra Mesa and its authorized representatives arising out of and in connection with Alhambra Mesa's use or occupancy of the Parking Facility. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000.

(b) **Additional Insureds.** Comprehensive general liability shall name City, its Manager, Council, council members, boards, commissions, elected and appointed officials, officers, agents, authorized representatives and employees as additional insureds.

(c) **Special Items.** Each insurance policy shall provide the following: (i) the policies cannot be cancelled, or substantially modified until and unless thirty (30) days written notice is received by City; (ii) the insurance company shall have no recourse against City for payment of any premium or for assessments under any form of policy; and (iii) the policies are intended as primary coverage for City and that any insurance or self-insurance maintained by City shall apply in excess of the insurance provided by these policies.

(d) **Certificates on File.** Certificates of the required insurance coverage shall be furnished to City upon execution of this Agreement and shall be kept current at all times.

11.3 Insurance, Miscellaneous.

(a) The procuring of the policy of insurance shall not be construed to be a limitation upon Alhambra Mesa's liability or as a full performance on its part of the indemnification provisions of this Agreement. Further, the limits of insurance set forth herein shall not limit the Alhambra Mesa's financial indemnification obligation, which shall extend to the full loss, expense, damage, claim, charge, fine, suit, action, demand or liability of the indemnitees.

(b) Failure to maintain such insurance in effect shall constitute default of this Agreement. Lessor may at its option purchase the required insurance and charge the actual insurance expense thereof to Alhambra Mesa, which expense Alhambra Mesa shall assume and pay.

Section 12. Environmental Requirements

12.1 Alhambra Mesa's Environmental Requirements.

(a) Use of Hazardous Material. Alhambra Mesa shall not cause or permit any hazardous material, as defined in Section 12.5, to be generated, brought onto, used, stored, or disposed of in or about the Parking Facility by Lessee or its employees, tenants, agents, service personnel, Alhambra Mesas, customers, contractors, invitees, guests, concessionaires, except for limited quantities of such substances that are approved by City. Alhambra Mesa shall:

(1) Use, store and dispose of all such hazardous material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the term of this Agreement that relate to public health and safety and protection of the environment (environmental laws), including those environmental laws identified in Subsection 2; and

(2) Comply at all times during the term of this Agreement with all environmental laws.

12.2 Notice of Release or Investigation. If, during the term of this Agreement (including any extensions), either City or Alhambra Mesa becomes aware of (i) any actual or threatened release of any hazardous material on, under, or about the premises or the building, or (ii) any inquiry, investigation, proceeding, or claim by any government, agency, or other person regarding the presence of hazardous material on, under, or about the premises of the building, that party shall immediately, not to exceed twenty four (24) hours after learning of it, notify the other party, and shall provide written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

12.3 Indemnification.

(a) Alhambra Mesa shall, at Alhambra Mesa's sole expense and with counsel reasonably acceptable to City, indemnify, defend, and hold harmless City, or City's authorized agents or representatives, with respect to all losses arising out of or resulting from the release of any hazardous material in or about the premises or the building, or the violation of any environmental law, by Alhambra Mesa or Alhambra Mesa's employees, tenants, agents, service personnel, Alhambra Mesas, customers, contractors, invitees, guests, concessionaires. This indemnification includes:

(1) Losses attributable to diminution in the value of the Parking Facility; and

(2) All other liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgements), damages (including consequential and punitive damages), and costs (including attorney, consultant and expert fees and expenses) resulting from the release or violation.

12.4 Remediation Obligations. If the presence of any hazardous material brought onto the Parking Facility by Alhambra Mesa or Alhambra Mesa's employees, tenants, agents, service personnel, Alhambra Mesas, customers, contractors, invitees, guests, concessionaires results in contamination of the building, Alhambra Mesa shall promptly take all necessary actions, at Alhambra Mesa's sole expense, to return the Parking Facility to the condition that existed before the introduction of such hazardous material. Alhambra Mesa shall first obtain City's written approval of the proposed remedial action. This provision does not limit the indemnification obligation set forth in Section 12.3, above.

12.5 Definition of Hazardous Material.

(a) As used in this Agreement, "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of Arizona, or any local government authority having jurisdiction over the building or premises. Hazardous material includes without limitation:

(1) Any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code §§ 9601-9675);

(2) "Hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code §§ 6901-6992K);

(3) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing Liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(4) Petroleum products;

(5) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code §§ 2011-2297G-4;

(6) Asbestos in any form or condition; and

(7) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Section 13. Miscellaneous

13.1 Compliance with Laws. Alhambra Mesa shall procure all permits and licenses and pay all charges and fees necessary and incidental to its use of the Parking Spaces. The Alhambra Mesa shall comply with all applicable laws, ordinances and regulations, which in any manner affect its use of the Parking Facility or its performance under this Agreement. Alhambra Mesa shall pay or cause to be paid, before delinquent, any and all taxes levied or assess and which become payable during the term of this Agreement upon Alhambra Mesa's vehicles, fixtures or other personal property located in the Parking Facility.

13.2 Non-Discrimination. Alhambra Mesa agrees to take all actions necessary to ensure that everyone is treated fairly, courteously, and without bias so as to preserve human dignity and to respect cultural diversity. The Alhambra Mesa agrees to comply with all provisions of applicable federal, state, and local laws related to nondiscrimination, equal employment opportunity, and the Americans with Disabilities Act.

13.3 Assignment. Alhambra Mesa may not assign, sublicense, encumber, or otherwise transfer this Agreement, or the rights and obligations stated herein, without the prior written consent of the City.

13.4 Status of License. Alhambra Mesa acknowledges and agrees that the right, granted by this Agreement, to enter upon the Parking Facility and use the Macdonald Parking Spaces is nothing more than a license granted solely for the purpose of exercising its rights and performing its duties under this Agreement. Nothing set forth in this Agreement, creates a tenancy between the City and Alhambra Mesa or grants the Alhambra Mesa possession of the Parking Facility or the South Macdonald Parking. Upon any termination of this Agreement, the City shall have the right to remove and exclude from the Surface

Lot Parking, any of Alhambra Mesa's employees, agents contractors, customers, invitees, or tenant, without being deemed to have committed any unlawful entry, trespass or injury of any sort whatsoever.

13.5 Independent Operator. Alhambra Mesa shall, at all times, be an independent operator and shall not, at any time, purport to act as an agent for the City or any of its officers, agents, or employees.

13.6 Entire Agreement, Amendments. This Agreement represents the entire Agreement of the Parties and with respect to its subject matter. All agreements or licenses, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. The parties acknowledge and agree that no representations, warranties, inducements, or oral agreements have been made by the parties except as expressly set forth herein and any attempted oral evidence of any oral agreement shall be barred by the partial evidence rule. This Agreement may not be changed, modified, or rescinded, except through a writing signed by both parties.

13.7 Governing Law, Forum. It is mutually understood and agreed that this Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof will be instituted only in the courts of the State of Arizona.

13.8 Headings Not Controlling. Headings used in this Agreement are intended for convenience or reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

13.9 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

13.10 A.R.S. Section 38-511. Under Section 38-5111, Arizona Revised Statutes, as amended, City or Alhambra Mesa may cancel any contract to which they are a party within three (3) years after execution of such contract and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the party so canceling is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

13.11 Surviving Provisions. The obligations under Sections 8.2 (Damage to Parking Facility), 10.2 (Termination for Default), 11.1 (Indemnification), 13.1 (Compliance with Laws), 13.4 (Status of Alhambra Mesa), 13.5 (Independent Operator), 13.7 (Governing Law, Forum), 13.8 (Headings Not Controlling), 13.9 (Severability), any other provision which reasonably should survive, shall survive expiration or other termination of this Agreement.

13.12 Notices. All notices given, or to be given, by either party to the other, shall be given in writing, by certified mail return receipt requested, and shall be addressed to the parties at the addresses hereinafter set forth, or at such other address as the parties may by written notice hereafter designate. Notices shall be addressed as follows:

To City:
City of Mesa
Real Estate Services

P.O. Box 1466
Mesa, Az 85211-1466
480 / 644-2577

To Alhambra Mesa:
Alhambra Mesa, LLC
4650 East Thomas Road
Phoenix, AZ 85018
Attn: Leatrice Kitchell

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first written above.

ALHAMBRA MESA, LLC, an Arizona
limited liability company

CITY OF MESA,
a municipal corporation

By: Alhambra Mesa, LLC,
An Arizona limited liability company

By: _____
Christopher J. Brady, City Manager

By: _____

Name: _____

Approved as to form:

Its: Member and Authorized Agent

City Attorney

EXHIBIT “A”
Description of parking lot located at 1st and Macdonald

The City owns the following assessor parcels identified on the map below:

APN 138-44-017
APN 138-44-019A
APN 138-44-020
APN 138-44-021
APN 138-44-022A
APN 138-44-024A
APN 138-44-026B

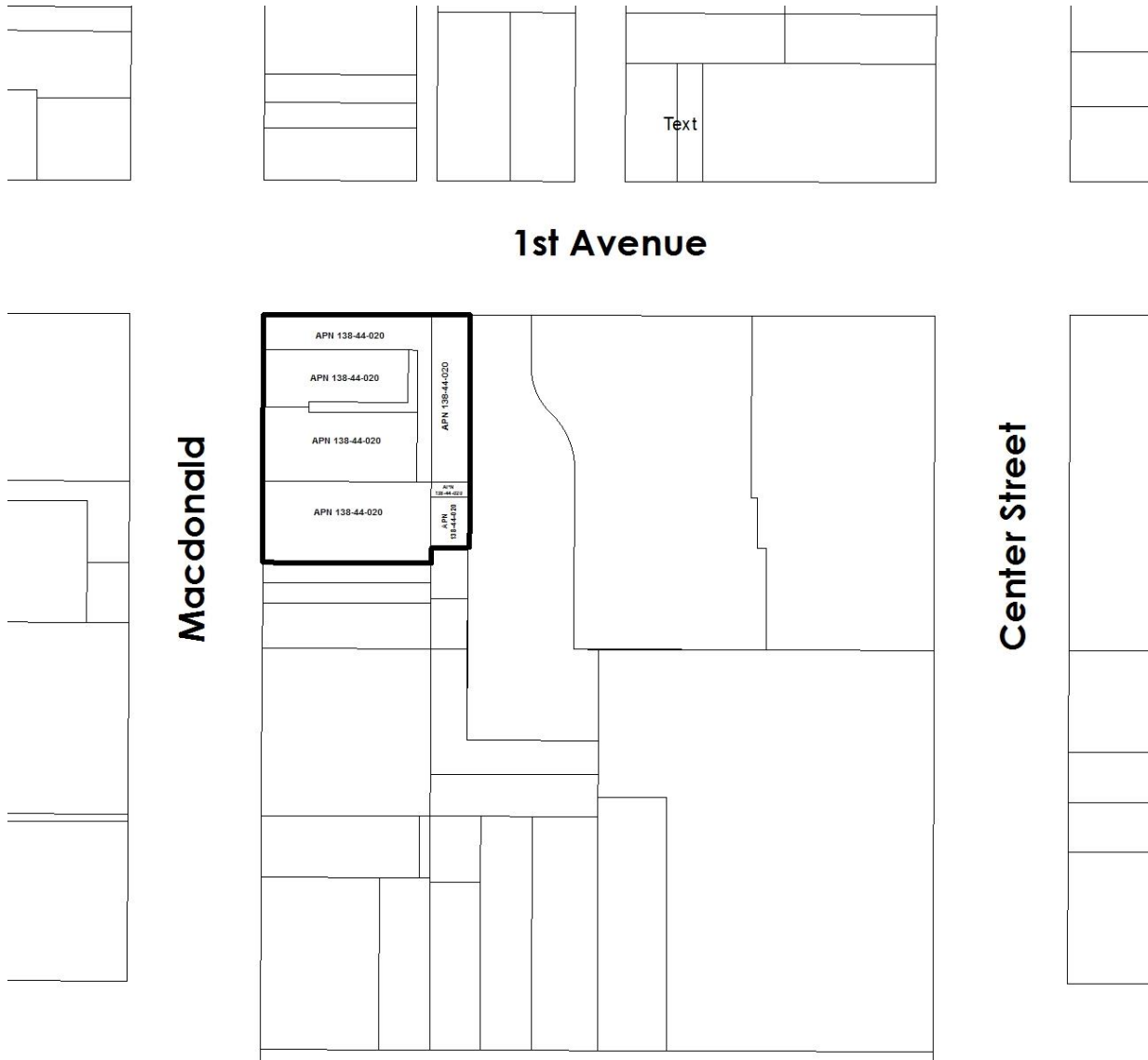


EXHIBIT B Depiction of Parking Facility

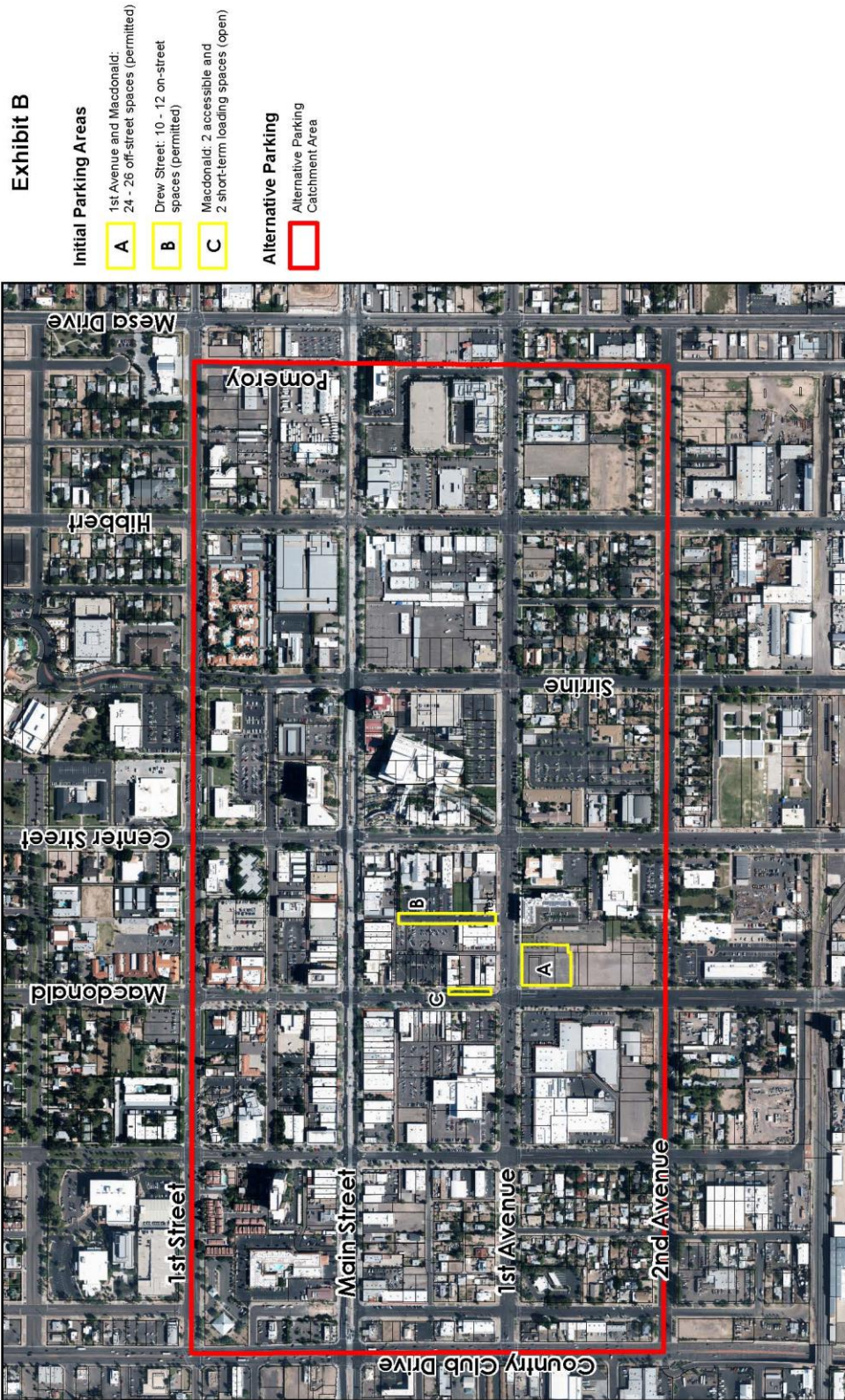


EXHIBIT C
License Fee Table

Parking Facility	Parking Agreement Rate	Current Parking Rate (07/2016)
Drew Street	\$50/year	N/A
Surface Lot Parking	\$50/year	\$32/month
Garage (shaded)	N/A	\$43/month
Garage (unshaded)	N/A	\$21/month

Prices are listed on a per-space basis. Drew Street parking is referenced as ROW Parking in the Parking Agreement.