

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF FLAGSTAFF

AND THE

**NORTHERN ARIZONA INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY
("MOUNTAIN LINE")**

TABLE OF CONTENTS

	Page
I. Property:	2
II. Improvements:	3
III. Term:	4
IV. Surrender:	4
V. Consideration:	5
VI. Taxes and Assessments:	5
VII. Uses of the Property:	5
VIII. Funding:	7
IX. Construction and Improvements:	7
X. Maintenance and Repairs:	8
XI. Liens:	8
XII. Ownership of Improvements:	9
XIII. Indemnification:	9
XIV. Insurance:	9
XV. Damage:	10
XVI. Trade Fixtures and Personal Property:	10
XVII. Environmental Damage:	11
XVIII. Assignments:	12
XIX. Subleases:	12
XX. Condemnation:	12
XXI. Default:	13
XXII. Remedies; Waiver:	13
XXIII. Inspection:	14
XXIV. Dispute Resolution:	14
XXV. Miscellaneous:	15

TABLE OF CONTENTS
(continued)

Page

The following Exhibits are attached and incorporated into this Agreement:

- A DCC Property Legal Description
- B Reserved Property Legal Description
- C Approved Conditional Use Permit
- D Approved Site Plans
- E Illustration of the Property
(Site Plan Sheet Depicting the Property with each Phase and component)

Note: All of the Exhibits are subject to change and/or correction as the Property is developed and the various Phases designed.

CITY OF FLAGSTAFF DCC
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “IGA”) is entered into on the “Effective Date” (which is the date last signed by the executing parties) by and between the Northern Arizona Intergovernmental Transportation Authority, a corporate body and political subdivision of the State of Arizona (“Mountain Line”) and the City of Flagstaff, a body politic and corporate of the State of Arizona (the “City”). Mountain Line and the City may be referred to in this IGA each individually as a “Party” and collectively as the “Parties.” All Exhibits attached hereto are incorporated herein. All of the Exhibits are subject to change and/or correction by written agreement of the Parties as the Property is developed and the various Phases designed.

RECITALS

- A. Mountain Line is the intergovernmental public transportation authority formed pursuant to A.R.S. § 28-9101 et seq. and that certain Amended and Restated Master Intergovernmental Agreement dated March 14, 2006 (“Master IGA”). Mountain Line is governed by a Board of Directors (the “Board”) which includes representatives of Coconino County, Coconino County Community College District, the City, and Northern Arizona University.
- B. Pursuant to A.R.S. § 28-9124(A), Mountain Line has sole authority for designing, operating, and maintaining the public transportation system in the geographic boundaries of the authority.
- C. Pursuant to the Master IGA, Mountain Line must coordinate with its member agencies, including the City, to implement the regional transportation system.
- D. Mountain Line and the City desire to provide for the development and operation of a public transportation center to be known as the Downtown Connection Center (“DCC”) located within the municipal boundaries of the City.
- E. Mountain Line desires to construct and operate such a facility for the benefit of public transportation needs of the authority.
- F. Mountain Line plans to fund its obligations under this IGA through funding provided by the Federal Transit Administration’s (“FTA”) federal assistance programs, the administration of which and liability therefore will be the sole responsibility of Mountain Line (“FTA Funding”).
- G. The Parties desire to enter into this IGA for the purpose of providing for the use of the City’s real property (whether owned or otherwise controlled by the City) for centralized services for public transportation, civic space and public parking.
- H. The City is empowered to enter into this IGA pursuant to A.R.S. §§ 11-952 and 40-1152.
- I. Mountain Line is empowered to enter into this IGA pursuant to A.R.S. § 28-9122.

J. The City owns those certain parcels of real property, generally located at Milton Avenue and Phoenix Avenue, APN Numbers 100-43-003B and 10-44-005D and as depicted on Exhibit E, c (collectively, the “City Property”).

K. The BNSF Railway Company owns that certain real property APN Number 100-43 and as depicted on Exhibit E (“BNSF Property”).

L. The City is currently engaging in final negotiations with BNSF to acquire the right for Mountain Line to use the BNSF Property for the Permitted Uses, as defined here. The City Property and BNSF Property (once the appropriate rights are obtained by the City) are collectively the “Property” as depicted on Exhibit E.

M. The portion of the Property to be utilized by Mountain Line for the DCC under the terms of this IGA is legally described in Exhibit A and as depicted on Exhibit E (the “DCC Property”).

N. The Parties currently intend the DCC will be developed and constructed in phases. Phase 1 and Phase 2 are depicted on Exhibit E. The Phases may be changed or combined through the design and development process.

O. The City, in partnership with the US Army Corps (“USACE”), plans to improve portions of the Property as part of the City’s extensive Rio de Flag Flood Control Project which improvements shall not be funded by the FTA Funding (the “Rio de Flag”).

P. The development of the DCC and Mountain Line’s use of the DCC Property will be carried out in accordance with the Conditional Use Permit and Site Plans approved by the City attached as Exhibits C and D, respectively as may be amended and approved in writing by the Parties (collectively, the “Plan of Development”), which includes a phased development approach, as provided for herein.

Q. The development and use of the DCC Property as contemplated pursuant to the Plan of Development shall not interfere with and shall be compatible with the City’s development of the Rio de Flag.

R. The eventual development and construction of the Rio de Flag shall not interfere with and be compatible with the development and use of the DCC Property. And,

S. The City is also planning to develop a portion of the City Property being reserved by the City for public purposes which are depicted on Exhibit B (the “Reserved Property”). The Reserved Property is not part of the DCC Property and any improvements on the Reserved Property shall not be funded by the FTA Funding.

NOW, THEREFORE, in consideration for the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledge, the Parties agree as follows:

I. **Property:**

The Parties have identified the DCC Property, situated within the corporate limits of the City, for use by Mountain Line for the development and operation of the DCC. Throughout the Term of this IGA, the City shall retain its current ownership of the Property. Mountain Line shall use the DCC Property only for the DCC and ancillary uses (“Permitted Uses”), as further provided in Section II of this IGA.

The current zoning on the Property is Commercial Service (CS), a Conditional Use Permit was approved to accommodate the Permitted Uses as provided above. Notwithstanding the foregoing to the contrary, if necessary to accommodate the Permitted Uses, the City shall meet the conditions and requirements necessary for zone change applications, conditional use permit applications, and other applicable processes requiring City Council approval (collectively, “Approvals”). The requests for Approvals shall be presented to the City Council, where such Approvals shall be granted or withheld in the City Council’s sole discretion.

II. **Improvements:**

1. **Existing Improvements.** The Parties acknowledge that the City has approved the Plan of Development for the Property and that any improvements currently existing on or under the Property may be removed, demolished, or disposed of by Mountain Line, with the exception of improvements tied to the Rio de Flag project. Mountain Line shall pay for the cost of any such removal, demolition, or disposal at its sole expense; provided, however, that Mountain Line shall not be required to pay City for the value of any removed, demolished, or disposed of improvements. The City shall provide Mountain Line access to the Property by a date agreed to by the Parties in writing for demolition of any existing improvements (“Access Date”). If the City is unable to provide the required access by the Access Date, the City may extend the deadline as necessary upon written notice to Mountain Line.
2. **Improvements to be Built by Mountain Line.** All Improvements constructed by Mountain Line on the Property shall be owned by Mountain Line until the expiration of this IGA, unless earlier purchased by, or dedicated to, and accepted by the City. Notwithstanding the foregoing to the contrary, Mountain Line and the City shall be entitled to utilize the Property for the following uses which are in support of, incidental to, and/or will not interfere with, the use of the DCC Property for public transit purposes, as generally set forth on the Plan of Development:
 - a. The DCC as a public transportation center, as more thoroughly detailed in the Plan of Development; and
 - b. Facilities for the sole use of Mountain Line (“Mountain Line Facilities”) as described and depicted in, and subject to the Plan of Development, as may be amended from time to time upon mutual written agreement by the Parties.;
 - c. Public Civic Space;
 - d. Required stormwater detention; and

e. Public Parking.

The DCC and Mountain Line Facilities are collectively the “Improvements.”

3. Issuance of Building Permits. The issuance by the City of building permits for the Improvements shall occur only after all appropriate Council approvals for each phase of the Project.
4. Excluded Improvements. The Rio De Flag, as noted in Recital N above and Section VII(2) below, and the improvements to be made by the City on the Reserved Property as noted in Recital R above are not part of the Improvements under this Agreement.

III. **Term:**

1. The “Term” of this IGA shall commence expiration of thirty (30) days after formal approval of the IGA by the City Council, and signature by the authorized representatives of the Parties (the “Effective Date”), and end on that certain date fifty (50) years following the issuance of a certificate of occupancy by the appropriate regulatory bodies for the final improvement(s) to be developed under this IGA (“Expiration Date”).
2. The Term of this Agreement shall automatically be extended for one (1) period of fifty (50) years immediately following the expiration of the Term (the “Extension Period”), provided that: (i) Mountain Line is using the DCC for the Permitted Uses; and (ii) Mountain Line is not in default under this Agreement upon the commencement of the Extension Period. During the Extension Period: (x) all references in this Agreement to “Term” shall mean the Term as extended by the Extension Period; and (y) all terms and conditions of the Agreement shall continue to apply during the Extension Period. The Parties reserve the right to extend the Term after expiration of the Extension Period upon written, mutual consent of both Parties.
3. The Parties understand that in the event this Agreement terminates prior to the end of the useful life of any portion of the Improvements, the FTA may require reimbursement for the remaining federal interest in the Improvements or any portion thereof at the time of termination as provided for under the FTA Funding. In the event the FTA requires reimbursement, the Parties shall be responsible for such reimbursement to the extent they are responsible for the early termination of public transit uses and in relation to the ownership interest each will retain in the Improvements funded by the FTA Funding upon termination. To the extent the Parties cannot agree upon the allocation of responsibility, the allocation shall be resolved pursuant to Section XXIV below.

IV. **Surrender:**

The Property, and all improvements on the Property, including the DCC and any improvements and structures related thereto constructed by Mountain Line shall, at the Expiration Date or earlier termination of the IGA and without compensation to Mountain Line (except as

provided herein), become the City's property, free and clear of all claims, liens, or encumbrances to or against them by Mountain Line or any third party. At the Expiration Date, Mountain Line warrants that the Property, including the improvements, shall be free and clear of all mortgages, liens, or other encumbrances, except as provided in Section III(3) above.

V. **Consideration:**

The City hereby provides to Mountain Line the use of the Property for the duration of the Mountain Line, subject to the terms and conditions of this IGA. In exchange for the use of the Property, Mountain Line shall, at its sole cost and expense, develop and operate the Improvements for the provision and management of public transportation services within the geographic boundaries of the City and Authority.

VI. **Taxes and Assessments:**

Mountain Line is responsible for and must pay and discharge when due, all real and personal property taxes, state, municipal, and local taxes, general and special assessments and other charges of every description levied on or assessed against the Property and the improvements ("taxes"), to the full extent of such taxes due during the Term of this IGA, whether chargeable against the City or Mountain Line. Mountain Line shall pay the payments directly to the charging authority. Mountain Line further agrees to produce and exhibit to the City, upon written request, receipts by proper officials showing that said payments have been tendered to the proper authorities. Mountain Line may defer the payment of any tax, assessments, or other charge so long as the validity of such items shall be contested by Mountain Line in good faith and by appropriate legal proceedings, provided that Mountain Line shall have furnished to the City a bond of surety company or other security satisfactory to the City, in an amount satisfactory to the City, securing the City against the payment of such tax, assessment, or other charge so contested and against any loss, damage, or penalty whatsoever in any way arising from such failure by Mountain Line to pay it. Payment of taxes shall begin with the Effective Date.

VII. **Uses of the Property:**

1. **Uses.** Mountain Line shall only use the Improvements for the uses approved by the City in the Plan of Development, as the plan may be amended from time to time, including any reasonably related uses in support thereof, including but not limited to administrative offices, buildings, or other structures as may be reasonably necessary to operate and expand the Improvements.
2. **Rio de Flag.**
 - a. Notwithstanding any provision of this IGA to the contrary, the Improvements shall not include the Rio de Flag. The design and development of the Improvements shall be compatible with the Rio de Flag; however, nothing herein shall be construed to mean the Rio de Flag must be developed prior to or concurrently with the Improvements.
 - b. During Construction of the Rio de Flag, the City of Flagstaff may utilize all parts of the Property necessary for the construction, outside of Phase 1, and the City will

minimize any disruption to Mountain Line's construction and operational use of the Improvement and the Property under this IGA.

- c. The Parties agree to coordinate in good faith to stage the development of the Property to promote the interests of both the City and Mountain Line. No phase of the Mountain Line project within the control of Mountain Line will in any way increase time or cost for the Rio de Flag project.
3. Parking. The City of Flagstaff and Park Flag will continue to own and operate public parking on the City Property: i) consistent with the construction and use of the Phase I Improvements; and ii) on the Reserved Property.
4. Nuisance. Mountain Line shall not conduct or permit to be conducted any public or private nuisance on or in the Property and Improvements, nor commit or permit to be committed any waste thereon. Mountain Line shall report to the City and appropriate law enforcement authorities any material trespass or waste committed on the Property and Improvements of which Mountain Line has actual knowledge.
5. Conformity to Law. Mountain Line shall maintain the Property and the Improvements in a clean and safe condition. Mountain Line shall not use or permit the Property and the Improvements to be used in any manner that is not in conformity with all applicable federal, state, county, and municipal laws, statutes, ordinances, and regulations.
6. Minerals. The City excepts and reserves out of the Property, all oils, gases, geothermal, resources, coal, ores, limestone, minerals, fossils, and fertilizers of every name and description that may be found on, in, or under the Property; provided that no person or entity, including the City, shall be permitted on the Property to inspect, explore, or extract any of such items without the prior written consent of the City and Mountain Line. Mountain Line, in its absolute discretion, may withhold such consent if the exercise of this reserved right would delay, interfere with, or otherwise adversely impact the development, construction, operation or use of the Property or the Improvements. Mountain Line shall be entitled to reasonable compensation for any damages resulting from the exercise of the rights reserved hereunder.
7. Water Rights. Without the prior written consent of the City, no person or entity shall be permitted to enter upon the Property to explore or drill for water, and all rights to water on the Property shall remain as the City's water rights.
8. Surrender. Subject to the City's obligation to reimburse the FTA under Section III(3) above, Mountain Line shall surrender peaceable possession of the Property and any Improvements upon the termination of this IGA, as provided herein.
9. Additional Uses. Mountain Line shall be permitted to use the Improvements and/or the Property for any other uses that may be approved by the City in the Plan of Development, as such plan may be amended from time to time (the "Additional

Uses”). Notwithstanding the foregoing, the Additional Uses shall be subject to all applicable City Approvals.

VIII. **Funding:**

1. **Federal Funding.** Mountain Line’s obligations under this IGA are contingent upon the availability of FTA funding for the costs and expenses of the design, development, and operation of the Improvements. Accordingly, the Parties agree this IGA shall be subject to the terms imposed by the FTA as a condition of such funding, and agree to reasonably amend this IGA as may be necessary from time to time to comply with such federal funding requirements. Notwithstanding the foregoing to the contrary, Mountain Line shall, at its sole cost and expense, procure any appraisals, studies and other reports as may be required to satisfy the FTA; provided, however, that the City shall reasonably cooperate with Mountain Line to satisfy FTA requirements, including without limitation by providing access to the Property, records, and other information, and executing additional documentation that may be reasonably necessary.
2. **Other Sources.** Subject to the compliance with the provisions and limitations of any federal funding available to Mountain Line for the development and operation of the Improvements, the Parties may agree through separate written agreement(s) to utilize other available funding sources, including without limitation grants and public private partnerships, to develop the Improvements and/or other improvements and facilities on the Property.
3. **Parking Fee-In-Lieu.** Mountain Line will compensate the City for displaced, relocated and lost parking spaces by paying \$4,200 per displaced, relocated and lost space in order to provide for the replacement of the rebuilt and lost capacity. It is estimated compensation will be necessary for seventy-three (73) parking spaces and will not exceed eighty (80). The City of Flagstaff shall confirm the number of impacted spaces within 30 days of execution of this agreement. The cost per space will increase by 2% per year to reflect increased construction pricing at the time of actual displacement and relocation, beginning at the effective date of this agreement and every subsequent year thereafter. The fee-in-lieu includes the costs to construct a surface parking space, but does not consider the cost of land.

IX. **Construction and Improvements:**

1. **Responsibility.** Mountain Line will be responsible for the design and construction of any Improvements, including costs of building design, public and stakeholder outreach, construction review and permit fees, construction administration, and utility extensions. Nothing herein shall prohibit Mountain Line from entering into a joint development agreement or other arrangement with the City or third parties to perform the necessary work.
2. **Utilities.** The City shall consent to and/or approve the extension of gas, electric, power, telephone, water, sewer, cable television, and other utility or service lines to the Property, as reasonably required for the Permitted Uses. All such utility lines shall be

placed and kept underground unless the City grants prior written approval otherwise. Mountain Line will be responsible for the actual utility extensions and their costs.

3. Streets. The City shall be responsible for the modifications, alterations, or improvements to the public roads surrounding the Property to accommodate the Permitted Uses, except for improvements required to support the construction and maintenance of the Downtown Connection Center and anything pertaining to the same. To the extent any such streets are under the jurisdiction of the Arizona Department of Transportation (“ADOT”), the City shall make best efforts to coordinate with ADOT for ADOT to fund and accomplish any necessary work attributable to the State, and the City to fund and accomplish the necessary work attributable to the City. Mountain Line will fund all improvements to streets required to support the construction and maintenance of the Downtown Connection Center and anything pertaining to the same.
4. Licensed Contractors. Mountain Line shall use appropriately licensed contractors for all construction activity who shall note the City as an additional insured for all construction activity on the Property and provide the City with written proof of the City as an additional insured through a certificate of insurance and endorsement.
5. Insurance Proceeds. Mountain Line, as the owner of the Improvements during the Term of the IGA, shall be entitled to any casualty insurance proceeds resulting from the destruction of any Improvements; provided, however, that Mountain Line shall remain otherwise obligated hereunder.

X. **Maintenance and Repairs:**

Mountain Line shall, throughout the Term and at Mountain Line’s sole cost and expense, maintain the DCC Improvements in a clean and safe condition, and in conformity with applicable laws and regulations, including any federal or state funding program requirements. The City shall be under no obligation to maintain, repair, rebuild or replace the Improvements.

XI. **Liens:**

1. Payment; Indemnity. Except as provided herein, Mountain Line shall be responsible for payment of all costs and charges for any work done by or for it on the Property and the Improvements. Mountain Line shall keep the Property and Improvements free and clear of all mechanic’s liens and other liens and encumbrances on account of work done for or authorized by Mountain Line or persons or entities claiming under it. In no event shall any such lien attach to fee title to the Property. Mountain Line expressly agrees to and shall indemnify and hold the City harmless against liability, damages, costs, attorneys’ fees and all other expenses or loss on account of claims of lien or other encumbrances of laborers or materialmen or others for work performed or materials or supplies furnished for or authorized by Mountain Line or persons or entities claiming under it.
2. Notice. Should any claims of lien or other encumbrances be filed against fee title to the Property or any action purporting to affect fee title to the Property be commenced,

the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

XII. **Ownership of Improvements:**

1. **During Term of IGA.** All Improvements existing, or to be constructed, on the Property by Mountain Line as permitted by this IGA, shall be owned by Mountain Line until expiration of the Term of this IGA, unless earlier purchased by, or dedicated to, and accepted by the City.
2. **Expiration of IGA.** Subject to the obligation to reimburse the FTA under Section III(3) above if this IGA is terminated prior to the expiration of the Term, all real property, and all improvements on the Property, at the final expiration of the Term of this IGA, shall, without compensation to Mountain Line, become the City's property free and clear of all claims, liens, or encumbrances to or against them by Mountain Line or any third party.

XIII. **Mutual Indemnification:**

1. **Losses.** Mountain Line and the City shall each hold harmless and indemnify the other from all liability, fees, costs, damages, and penalties, including reasonable attorneys' fees, court costs, and other legal expenses arising out of their respective use of the Property and development of the Property , except such matters caused by or resulting from the misconduct or negligence of the indemnified party or its agents, employees, or contractors, or arising out of the indemnified party's use of the Property or development of the Property.
2. **Defense.** In case an action or proceeding is brought against the indemnified party by reason of any such occurrence, the indemnifying party, upon the indemnified party's request and at indemnifying party's reasonable expense, will defend such action or proceedings, or cause the same to be defended either by legal counsel reasonably approved by the indemnified party, or, where such occurrence is covered by liability insurance, by legal counsel designated by the insurer if so required by such insurer.

XIV. **Insurance:**

1. **Liability.** Mountain Line shall provide, pay for, and maintain during the Term of this IGA, general liability insurance that insures Mountain Line and the City against liability for injury to persons and property, and death of any person or persons, occurring in, on, or about the Improvements. The policy or policies shall name the City as an additional insured, and provide that their coverage is primary over any other insurance coverage available to the City, its servants, agents, and employees. To the extent available under industry standards, Mountain Line's insurance carriers shall give the City at least fifteen (15) days written notice prior to alteration, amendment, cancellation, or any other action affecting the coverage. Prior to issuance of a building permit for any Improvement, Mountain Line shall furnish the City with certificates of

insurance or other evidence that such insurance coverage will be in effect prior to beginning any construction activity.

The City shall provide, pay for and maintain during the Term of this IGA, general liability insurance that insures the City and Mountain Line against liability for injury to persons and property, and death of any person or persons occurring in, on, or about the Rio de Flag. The policy or policies shall name Mountain Line as an additional insured, and provide that their coverage is primary over any other insurance coverage available to Mountain Line, its servants, agents, and employees. To the extent available under industry standards, City's insurance carriers shall give Mountain Line at least fifteen (15) days written notice prior to alteration, amendment, cancellation, or any other action affecting the coverage.

2. Amounts. The insurance shall afford protection of not less than One Million Dollars (\$1,000,000) with respect to the injury to or death of one person, Two Million Dollars (\$2,000,000) with respect to any one occurrence and One Hundred Thousand Dollars (\$100,000) with respect to property damage; provided, that the minimum amount of coverage for the above shall be adjusted upward on the other Party's reasonable request. If at any time a Party shall fail, neglect, or refuse to cause such insurance to be provided or maintained, then the second Party may, at its election, procure or renew such insurance, provided that the second Party has given the first Party notice of such failure and such failure continues for thirty (30) days after such notice is given and any amounts paid therefore by the second Party shall be reimbursed by the first Party. Each Party shall provide proof of renewal of insurance policies at prior to the expiration of prior policies.
3. Insurer. The Insurance provided for pursuant to this section shall be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility authorized to do business in the State of Arizona and may be maintained pursuant to blanket or umbrella policies of insurance so long as the coverage afforded is no less than that required under this section.
4. Copies. Each Party shall deliver copies or certificate of all of the executed policies of insurance, including endorsements thereof, to the other prior to the use of its respective facilities.

XV. **Damage:**

If the Improvements or any portion thereof are damaged or destroyed during the Term, Mountain Line may (but shall be under no obligation to) arrange, at its expense, for the repair, restoration and construction of the same to their former condition. In any event, such damage or destruction shall not terminate this IGA or relieve Mountain Line from its duties and liabilities hereunder, without the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed.

XVI. **Trade Fixtures and Personal Property:**

Except as otherwise provided in this IGA or as provided in separate agreements, any moveable trade fixtures, signs, equipment, and other personal property (“removable property”) installed in or on the Property or in any Improvements by Mountain Line shall remain the property of Mountain Line, so long as their removal will not result in structural damage. Mountain Line shall have the right to remove or permit removal of any and all of the same at any time. Mountain Line shall be considered to have abandoned its removable property if not removed within thirty (30) days following the final Expiration Date or earlier termination of the IGA.

XVII. **Environmental Damage:**

Mountain Line shall indemnify and hold the City harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines and actions, suits, costs, taxes, charges, expenses and reimbursements, including reasonable legal fees and expenses (collectively, “claims” or “damages”) imposed on, incurred by, reserved against the City in any way relating to or arising out of the storage or release by Mountain Line of any “Regulated Substance,” on, under, or from the Property occurring during the Term of this IGA. For purposes of this Section, “cleanup costs” include any claims or damages in any way related to, or arising out of, removal, treatment, storage, disposition, mitigation, and cleanup or remedying of the Regulated Substances on, under, or upon the Property. Mountain Line shall not indemnify the City for any claims or damages resulting from any regulated substances present on, under, or upon the Property before the Effective Date, that migrate to or under the Property from an outside source or neighboring property, or that are related to, or arise out of, the negligence or misconduct of the City, or its employees, agents, contractors, etc.

1. At any time after the Effective date of this IGA, and with reasonable prior notice to the City, Mountain Line shall be permitted to conduct any environmental assessment deemed necessary by Mountain Line to ascertain the condition of the Property. Prior to Mountain Line’s development of the Improvements, Mountain Line may, in its sole discretion, designate one or more environmental assessments as a “baseline” demonstrating the condition of the Property prior to any use by Mountain Line. Mountain Line shall not be liable for any claims or damages imposed on, incurred by, or reserved against the City in any way relating to or arising out of an adverse condition or Regulated Substance disclosed by the “baseline” assessment(s).
2. For the purposes of this IGA, the term “Regulated Substances” shall include, but not be limited to, substances defined as “regulated substances,” “hazardous wastes,” “hazardous materials,” “toxic substances,” “pollutants,” “toxic pollutants,” “herbicides,” “fungicides,” “rodenticides,” “insecticides,” “contaminant,” or “pesticides” in the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation, and Liability Act; the Hazardous Materials Transportation Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Clean Water Act; the Safe Drinking Water Act; the Arizona Environmental Quality Act; the Arizona Hazardous Waste Management Act and the Arizona Underground Storage Tanks Regulations Act; and any other federal, state, or local environmental or pollution laws, and the regulations, rules, and ordinances adopted or promulgated pursuant thereto.

In the event any such action or claim is brought or asserted against the City, the City shall give immediate notice thereof to Mountain Line, provide Mountain Line with such reports, tests, studies, analysis, or other information the City may have with respect thereto and Mountain Line shall have the right: (i) conduct further tests, studies, and other assessments as determined by Mountain Line, (ii) to participate in the conduct of any further required cleanup, removal, or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operations/businesses located on the Property, and (iii) to participate in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

XVIII. **Assignments:**

1. **Assignments.** Mountain Line may not assign this IGA, except upon prior written approval of the City.
2. **Financing.** Except as may be required for the Federal Funding as set forth in § VIII(1) above, Mountain Line shall not have the right to assign or otherwise encumber by way of mortgages, deeds of trust or other documents or instruments, all or any part of its right, title, and interest in and to this IGA to any person or entity, except upon prior written approval of the City, which shall not be unreasonably withheld, conditioned, or delayed.

XIX. **Subleases:**

Mountain Line shall be permitted to sublease all or portions of the Improvements without prior notice or consent if such sublease is consistent with the approved Plan of Development, the Permitted Uses, and the requirements and/or limitations imposed by Mountain Line's funding sources.

XX. **Condemnation:**

1. **Definition and Division.** The City and Mountain Line shall cooperate in prosecuting and collecting their respective claims for an award on account of taking of all or any portion of the Property and Improvements and all damages or awards (with any interest thereon) to which the City or Mountain Line may be entitled by reason of any taking of all or any portion of the Premises and Improvements (hereinafter referred to as "Condemnation Proceeds"). In the event of the taking or condemnation by any competent authority for any public, or quasi-public, use or purpose of all or any portion of the Property and Improvements at any time during the Term, the rights of the City and Mountain Line to share in the net proceeds of any award for land, building, improvements and damages upon any such taking, shall be apportioned as follows:
 - a. Mountain Line shall receive that portion attributed to the then fair market value of the DCC Improvements constructed thereon by Mountain Line.

- b. The City shall receive the fair market value of the Property taken (exclusive of any value attributable to Improvements).
2. Termination. If the whole or substantially all of the Property shall be taken or condemned, this IGA shall cease and terminate, and all payments and other charges hereunder shall be apportioned as of the date of vesting of occupancy in such taking or condemnation proceedings. For the purpose of this section, a taking or condemnation of substantially all of the Property (as distinguished from a taking or condemnation of the whole Property) is a partial taking that results in the Improvements becoming unusable for Mountain Line's Permitted Uses, in Mountain Line's reasonable discretion.
3. Temporary Taking. If the whole or any part of the Property or of Mountain Line's interest under this IGA be taken or condemned by any competent authority for its or their temporary use or occupancy for a period that is fewer than four (4) months, this IGA shall not terminate by reason thereof and Mountain Line shall continue to perform and observe all of the other terms, covenants, conditions, and obligations hereof upon the part of Mountain Line to be performed and observed, as though such taking or condemnation had not occurred, excepting only to the extent that Mountain Line may be prevented from doing so pursuant to the terms of the order of the condemning authority.

If the whole or any part of the Property or Mountain Line's interest in this IGA be taken or condemned by a competent authority for its temporary use or occupancy for a period that is in excess of four (4) months, this IGA may be terminated at the option of Mountain Line following the notice taking or condemnation. Notwithstanding anything to the contrary herein, in the event of any temporary taking or condemnation, Mountain Line shall, if this IGA has not been terminated as provided in this section, be entitled to receive the entire amount of any award made for such taking or condemnation, whether paid by way of damages, IGA payments, or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the Expiration Date, in which case such award shall be apportioned between the City and Mountain Line pursuant to Section XX(1) above, as of such Expiration Date.

XXI. Default:

Failure to comply with the terms of this IGA by Mountain Line shall be a default of Mountain Line and a breach of this IGA. The City shall notify Mountain Line in writing of any default by Mountain Line of this IGA. Failure of Mountain Line to correct the default within ninety (90) days (or such additional time as may be necessary to effect a cure with the exercise of reasonable diligence) after Mountain Line's receipt of written notice of such default shall be cause for termination of this IGA.

XXII. Remedies; Waiver:

1. Remedies. Subject to the notice and cure provisions set forth herein, and the obligation to reimburse the FTA under Section III(3) above, if a default exists, the City may exercise, in addition to its rights at law or in equity, any of those remedies set forth below:
 - a. The City may cancel this IGA and declare all rights of Mountain Line ended.
 - b. The City may (but is not obligated to) cure such default by making such payment or performing such act on the account of Mountain Line. Mountain Line shall reimburse the City its reasonable costs and expenses, including reasonable attorneys' fees, incurred because of such default. No such payment or performance by the City shall operate to release or discharge Mountain Line from any obligation hereunder.
2. Waiver. No waiver or breach of any provision of this IGA shall be construed as a waiver of any succeeding breach of the same or any other provision.

XXIII. **Inspection:**

Mountain Line acknowledges and agrees that the City and its authorized representative shall have the right to enter the Property and Improvements and any portion thereof at all reasonable times following reasonable notice to inspect for compliance with the terms of this IGA and may take all such action as may be necessary or appropriate for such purposes. No entry pursuant to this section shall constitute an eviction.

XXIV. **Dispute Resolution:**

1. Informal Process. The Parties shall seek to informally resolve any disagreement or dispute arises between the Parties as to the interpretation of this IGA or any performance, rights or obligations arising thereunder ("Disputes").
2. Meet and Confer. If such informal efforts are not successful within ten (10) calendar days, any unresolved Disputes shall be resolved by a meeting between the Mountain Line CEO and GM and the City Manager, or their respective designees with authority (subject to approval by the Parties governing bodies) to resolve the unresolved Disputes ("Meet and Confer"). Any Party may request a Meet and Confer by giving written notice to the other setting forth the unresolved Disputes, and the designated representative of each Party shall meet to resolve the unresolved Disputes within seven (7) calendar days thereafter. Whatever resolution may be reached shall be set forth in writing and signed by the designated representatives of the Parties.
3. Litigation. If a full resolution of the Disputes is not reached and documented as set forth herein within ten (10) days from the Meet and Confer, or if the Meet and Confer fails to timely occur either party may pursue adjudication of unresolved Disputes through litigation in court of law as set forth in this IGA.
4. The dispute resolution process set forth in sections XXIV (1) and (2) are not required prerequisites to either party filing litigation in relation to an emergency; public safety;

violation of any applicable laws, rules or regulations; preserving any other public interest; if either party determines that the Disputes cannot be properly resolved by such process or the delay caused would be detrimental to that Party.

XXV. **Miscellaneous:**

1. **Grant.** This IGA grants Mountain Line only those rights expressly granted herein. Mountain Line shall also be entitled to all rights available to under any applicable laws, ordinances, or rules to the extent the same do not conflict with the provisions of this IGA.
2. **Successors.** Each provision of this IGA shall extend to, be binding on, and inure to the benefit of the City and Mountain Line only and not to their respective heirs, administrators, executors, successors-in-interest and assigns.
3. **Relationship.** The relationship of the Parties hereto is that of the City and Mountain Line and it is expressly understood and agreed that the City does not in any way, or for any purpose, become a partner of Mountain Line, nor does the City enter into a joint venture with Mountain Line.
4. **Quitclaim.** After the expiration or termination of this IGA, Mountain Line shall execute, acknowledge and deliver to the City, within fifteen (15) days after written demand from the City of Mountain Line, any document reasonably requested by the City quit-claiming any right, title, or interest in the Improvements to the City, or other such document required by any reputable title company to resolve the cloud of this IGA on the Property.
5. **Additional Property.** If additional real property (i) is added to the Plan of Development during the Term; and (ii) such property is owned by Mountain Line (the “Additional Property”), then such Additional Property shall be transferred to the City by special warranty deed within fifteen (15) days after the expiration or earlier termination of this IGA. The Additional Property shall be transferred to the City in an “as is, where is” condition.
6. **Severability.** If any provision of this IGA or any application thereof shall be invalid or unenforceable, the IGA shall remain in full force and effect if such provision was not a material inducement to the benefited party and the remaining provisions permit the Parties to achieve the practical benefit of the arrangements contemplated hereby.
7. **Amendments.** The City and Mountain Line expressly agree that this IGA may be amended from time to time, but only by the mutual, written consent of the Parties.
8. **Cooperation.** The Parties hereto agree to fully cooperate to allow Mountain Line to develop the Property consistent with this IGA and the applicable zoning. The City’s cooperation shall not include any obligation on the part of the City to expend any monies on behalf of Mountain Line, except as provided herein. The City’s cooperation shall include, but not be limited to, execution of such other and further documents as

may be reasonably required by Mountain Line to carry out the intent of the Parties contemplated by this IGA.

9. Construction. The Parties acknowledge that they have both had the benefit, or right thereto, of legal counsel in negotiating and drafting this IGA. They therefore agree that, notwithstanding anything contained herein to the contrary, this IGA and all of its terms, provisions, and conditions shall be constructed fairly and not against either the City or Mountain Line .
10. Notices. Any notice, application, request, demand, approval, or consent which may be given or is required to be given under this IGA or any other document to be delivered by one party to the other shall be in writing sent by Federal Express or its equivalent, or sent by United States mail, postage prepaid, certified or registered mail, return receipt requested, or e-mail and addressed as follows:

To the City: City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Greg Clifton
E-mail: greg.clifton@flagstaffaz.gov

With a copy to: City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Sterling Solomon
E-mail: SSolomon@flagstaffaz.gov

To Mountain Line: CEO and General Manager
Northern Arizona Intergovernmental Public
Transportation Authority
3773 N Kaspar Dr.
Flagstaff, Arizona 86004 Attn: Heather
Dalmolin
E-mail: hdalmolin@mountainline.az.gov

With a copy to: Dickinson Wright PLLC
1850 N. Central Ave. Suite 1400
Phoenix, Arizona 85004
Attn: Scott A. Holcomb
E-mail: SHolcomb@dickinson-wright.com

Alternatively, notice may be mailed / delivered to such other addresses as any Party may, from time to time, designate in writing and deliver in a like manner to the other party. Notices shall be deemed effective the next business day after submission to

Federal Express or equivalent overnight carrier for overnight delivery, three business days after submission to the U.S. Postal Service for certified or registered mail delivery, or upon delivery if sent by e-mail.

11. Attorney Fees. If either Party resorts to legal action to enforce or interpret any IGA term, seek specific performance or declaratory or injunctive relief, or to recover damages for the breach in relation to this IGA, the prevailing Party is entitled to recover reasonable attorneys' fees in addition to the amount of judgment, costs, and other expenses (including expert witness fees) as determined by the court and not a jury..
12. No Fee Interest. No provision of this IGA shall create any right in Mountain Line to a fee interest in the Property. Mountain Line acknowledges that this IGA only provides Mountain Line the right to occupy and operate the DCC Property for the Permitted Uses during the Term, and that no fee interest held by Mountain Line in the Property is created hereby.
13. Governing Law. This IGA shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. The Parties agree that any legal proceeding arising out of this IGA shall be brought in the Superior Court of Arizona, in and for Coconino County.
14. Headings. The titles and any subtitles to the sections and paragraphs of this IGA are not part of this agreement and shall have no effect upon the construction or interpretation of any part of the IGA.
15. Integration. This IGA, together with any exhibits appended hereto, embodies the whole agreement of the Parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations, and agreements, oral or written, between the Parties.
16. Authority. The individuals executing this IGA sears/affirms under penalty of perjury that he/she is authorized to take such action.

[Signatures on following page]

IN WITNESS WHEREOF, the City and Mountain Line have executed this IGA as of the Effective Date:

FOR THE CITY OF FLAGSTAFF:

ATTEST:

By:
Name:
Its:
Date:

By:
Name:
Its:

FOR THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY:

ATTEST:

By:
Name:
Its:
Date:

By:
Name:
Its:

PROPER FORM AND AUTHORITY:

This IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in the proper form and is within the powers of and authority granted under the laws of this state to such Party.

Dated this ___ of _____, 20__.

Dated this ___ of _____, 20__.

By: _____
Sterling Solomon
City of Flagstaff Attorney

By: _____
Scott A. Holcomb
NAIPTA General Counsel

Exhibit A

LEASE PARCEL BOUNDARY DESCRIPTION

A parcel of land situated in the southeast quarter of Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows;

BEGINNING at a 2" diameter aluminum cap at the southeast corner of said parcel described in Instrument No. 3455408, on the northerly line of Phoenix Avenue;

Thence North 75°39'13" West, 252.61 feet along the southerly line of said parcel and the northerly line of said Phoenix Avenue to a 1-1/2" diameter aluminum cap marked "LS 14671";

Thence North 29°07'08" West, 25.32 feet along the southwest line of said parcel to a 1-1/2" diameter aluminum cap marked "LS 14671";

Thence North 30°06'09" East, 147.29 feet along the west line of said parcel to a 1-1/2" diameter aluminum cap marked "LS 14671" at the northwest corner thereof;

Thence South 75°42'54" East, 226.63 along the north line of said parcel to a 2" diameter aluminum cap marked "LS 48756" at the northeast corner thereof;

Thence continuing South 75°42'54" East, 21.42 feet along the easterly prolongation of said northerly line to its intersection with the west line of that parcel described as PARCEL 1 in Docket 1533, Page 056;

Thence North 20°45'30" East, 44.50 feet along the west line of said parcel;

Thence South 79°54'31" East, 81.08 feet;

Thence South 12°14'21" West, 64.58 feet;

Thence South 75°40'20" East, 286.91 feet;

Thence South 69°03'54" East, 262.02 feet;

Thence South 21°01'48" West, 116.64 feet, more or less, to a point on the southerly line of said parcel on the northerly line of said Phoenix Avenue;

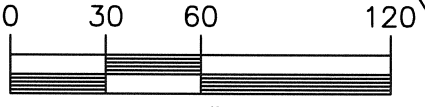
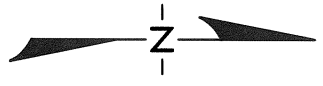
Thence North 75°40'38" West, 639.85 feet along said lines to the POINT OF BEGINNING.

CONTAINING 136,472 square feet (3.13 acres), more or less, as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

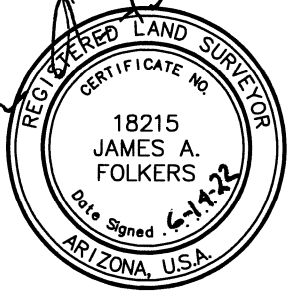


Prepared by:
James A. Folkers, RLS
At the request of:
Woodson Engineering & Surveying, LLC
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 121048

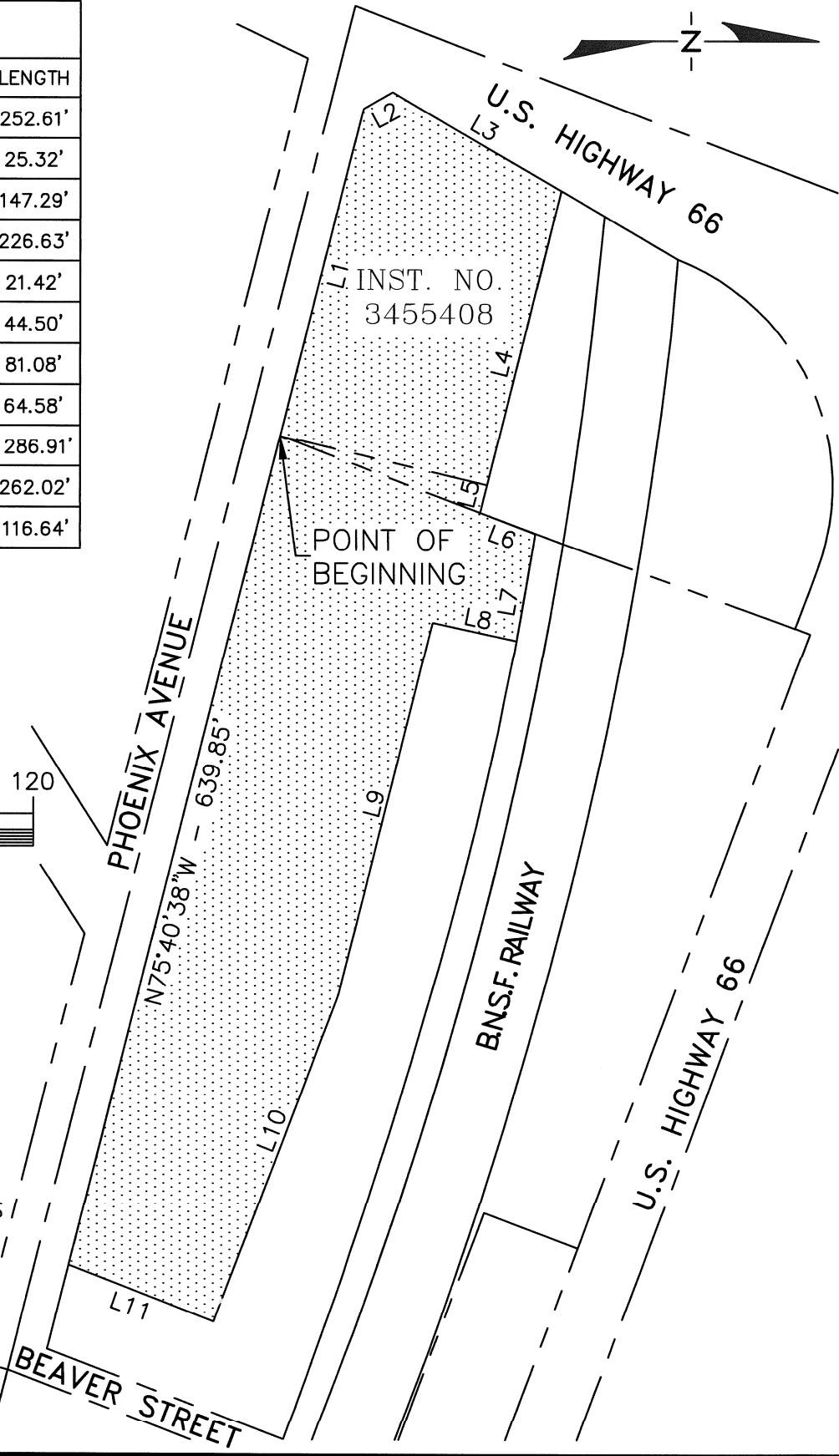
LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N75° 39' 13"W	252.61'
L2	N29° 07' 08"W	25.32'
L3	N30° 06' 09"E	147.29'
L4	S75° 42' 54"E	226.63'
L5	S75° 42' 54"E	21.42'
L6	N20° 45' 30"E	44.50'
L7	S79° 54' 31"E	81.08'
L8	S12° 14' 21"W	64.58'
L9	S75° 40' 20"E	286.91'
L10	S69° 03' 54"E	262.02'
L11	S21° 01' 48"W	116.64'



SCALE: 1" = 60'



SHADED AREA CONTAINS / ±136,472 SQ. FT.



DRAWN BY: JAF
 DATE: 6-14-22
 FN: LEASE
 PROJECT NO.: 121048

WOODSON
 ENGINEERING AND SURVEYING, LLC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT

Exhibit B

REMAINDER PARCEL BOUNDARY DESCRIPTION

That parcel of land described in Docket 1533, Page 56, Records of Coconino County, Arizona, situated in the southeast quarter of Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona;

EXCEPT the following described parcel;

COMMENCING for reference at a 2" diameter aluminum cap at the southwest corner of said parcel on the northerly line of Phoenix Avenue;

Thence North 20°45'30" East, 205.90 feet, more or less, along the west line of said parcel to the northwest corner thereof;

Thence South 79°54'31" East, 81.08 feet along said north line to the POINT OF BEGINNING;

Thence South 12°14'21" West, 64.58 feet;

Thence South 75°40'20" East, 286.91 feet;

Thence South 69°03'54" East, 262.02 feet;

Thence South 21°01'48" West, 116.65 feet, more or less, to a point on the southerly line of said parcel on the northerly line of said Phoenix Avenue;

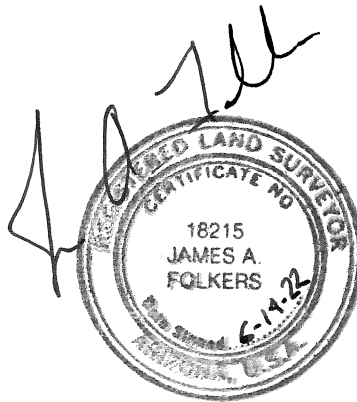
Thence South 75°40'15" East, 64.66 feet along said lines to the southeast corner of said parcel and the intersection of the north line of said Phoenix Avenue and the west line of Beaver Street;

Thence North 20°45'24" East, 189.30 feet along said west line to the northeast corner of said parcel;

Thence northwesterly along the north line of said parcel to the POINT OF BEGINNING.

CONTAINING approximately 51,749 square feet (1.19 acres), more or less, as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

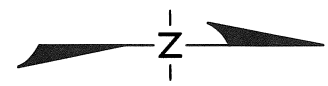
SUBJECT to easements and encumbrances of record.



Prepared by:
James A. Folkers, RLS
At the request of:
Woodson Engineering & Surveying, LLC
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 121048

LINE TABLE

LINE NO.	BEARING	LENGTH
L1	S79° 54' 31"E	81.08'
L2	S12° 14' 21"W	64.58'
L3	S75° 40' 20"E	286.91'
L4	S69° 03' 54"E	262.02'
L5	S21° 01' 48"W	116.65'
L6	S75° 40' 15"E	64.66'
L7	N20° 45' 24"E	189.30'



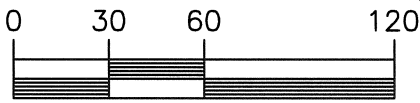
POINT OF COMMENCEMENT

INST. NO.
3455408

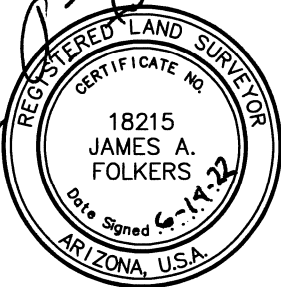
U.S. HIGHWAY 66

N20°45'30"E-205.90'

POINT OF BEGINNING



SCALE: 1" = 60'



SHADED AREA CONTAINS
±51,749 SQ. FT.

PHOENIX AVENUE

BNSF RAILWAY

U.S. HIGHWAY 66

BEAVER STREET

DRAWN BY: JAF
DATE: 6-14-22
FN: LEASE
PROJECT NO.: 121048

WOODSON
ENGINEERING AND SURVEYING, LLC
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT

Exhibit C

**COCONINO COUNTY, ARIZONA RECORDER
CONDITIONAL USE PERMIT
FROM GRANTOR: CITY OF FLAGSTAFF
COCONINO COUNTY, ARIZONA
OFFICE OF PLANNING AND ZONING
TO GRANTEE: MOUNTAIN LINE**

PZ-21-00094-02

Permit No. ~~PZ-20-00094-02~~

December 19, 2021

Permission is hereby granted to Northern Arizona Intergovernmental Public Transportation Authority, to allow the establishment and continued operation of a Passenger Transportation Facility known as the Downtown Connection Center and associated site work, pursuant to Section 10-40.30.040.B. of the *Flagstaff Zoning Code* at a site located at 216 W Phoenix Avenue in the Commercial Service (CS) zone, and legally described as Coconino County Assessor parcel numbers 100-43-003B, 100-43-001D, and 100-44-005A in the city of Flagstaff, Arizona.

After a public hearing held on December 8, 2021, the Planning and Zoning Commission voted to grant this Conditional Use Permit subject to the following conditions.

1. The development of the site shall substantially conform to the plans as presented with the Conditional Use Permit application and the concept plan as approved by the Inter-Division Staff on October 26, 2021.
2. Development of the site shall not occur until an Intergovernmental Agreement (IGA) has been executed by both the City of Flagstaff and Mountain Line that details the terms for the use of the property owned by the City of Flagstaff. Any modifications to the development plan because of the executed IGA shall be reviewed by the Inter-Division Staff for compliance with all codes and requirements.
3. The City Council shall approve the associated Parking Demand Study prior to the submission of building permits. The City Council shall agree to provide the required parking spaces for the new DCC building within the existing and future parking areas on-site.

Furthermore, this permit is issued on the express condition that the use permitted herein shall conform in all relevant respects to the ordinances of the City of Flagstaff and the laws of the State of Arizona.

Any and all conditions endorsed on this permit are subject to periodic review by the City of Flagstaff's Planning Director. Following review, the Planning and Zoning Commission shall be notified when the conditions of operation imposed in the approval and issuance of this permit have not been or are not being complied with.

The Planning and Zoning Commission shall consider the matter of revocation and set the permit for public hearing. If the Planning and Zoning Commission finds, following the public hearing,

that the conditions imposed in the issuance of this permit are not being complied with, this permit may be revoked and further operation of the use for which this permit was approved shall constitute a violation of the Zoning Code.

This Conditional Use Permit shall become null and void one (1) year from the effective date of December 19, 2021, unless the following shall have occurred:

1. A building permit has been issued and construction begun and diligently pursued; or
2. The approved use has been established; or
3. An extension has been granted by the Planning and Zoning Commission. Such extension shall be for a maximum of one hundred eighty (180) days and no extension may be granted which would extend the validity of the permit more than eighteen (18) months beyond the date of approval of the permit.
4. Property Owner shall sign Consent to Conditions/Waiver for Diminution of Value form as a condition of issuance of the Conditional Use Permit by the City.
5. Development of the use shall not be carried out until the applicant has secured all other permits and approvals required by the Zoning Code, the City, or applicable regional, State, and federal agencies.

This document ___ does modify, or X does not modify the provisions of a previous Conditional Use Permit recorded in docket N/A, Office of the Coconino County, Arizona, Recorder.

Planning Director, City of Flagstaff

By: [Signature]
Applicant (if other than the property owner)

STATE OF ARIZONA)
) ss
County of Coconino)

Before me, the undersigned Notary Public, personally appeared Kate Morley who executed the foregoing document for the purposes contained therein.

SUBSCRIBED AND SWORN to before me this 21st day of December, 2021.

Rhonda Cashman
Notary Public

My Commission expires: 2/15/2024



By: Heidi Hansen For
Property Owner

STATE OF ARIZONA)
) ss
County of Cocconino)

Before me, the undersigned Notary Public, personally appeared Heidi Hansen who executed the foregoing document for the purposes contained therein.

SUBSCRIBED AND SWORN to before me this 4 day of January, 2022.

Stacy Saltzburg
Notary Public

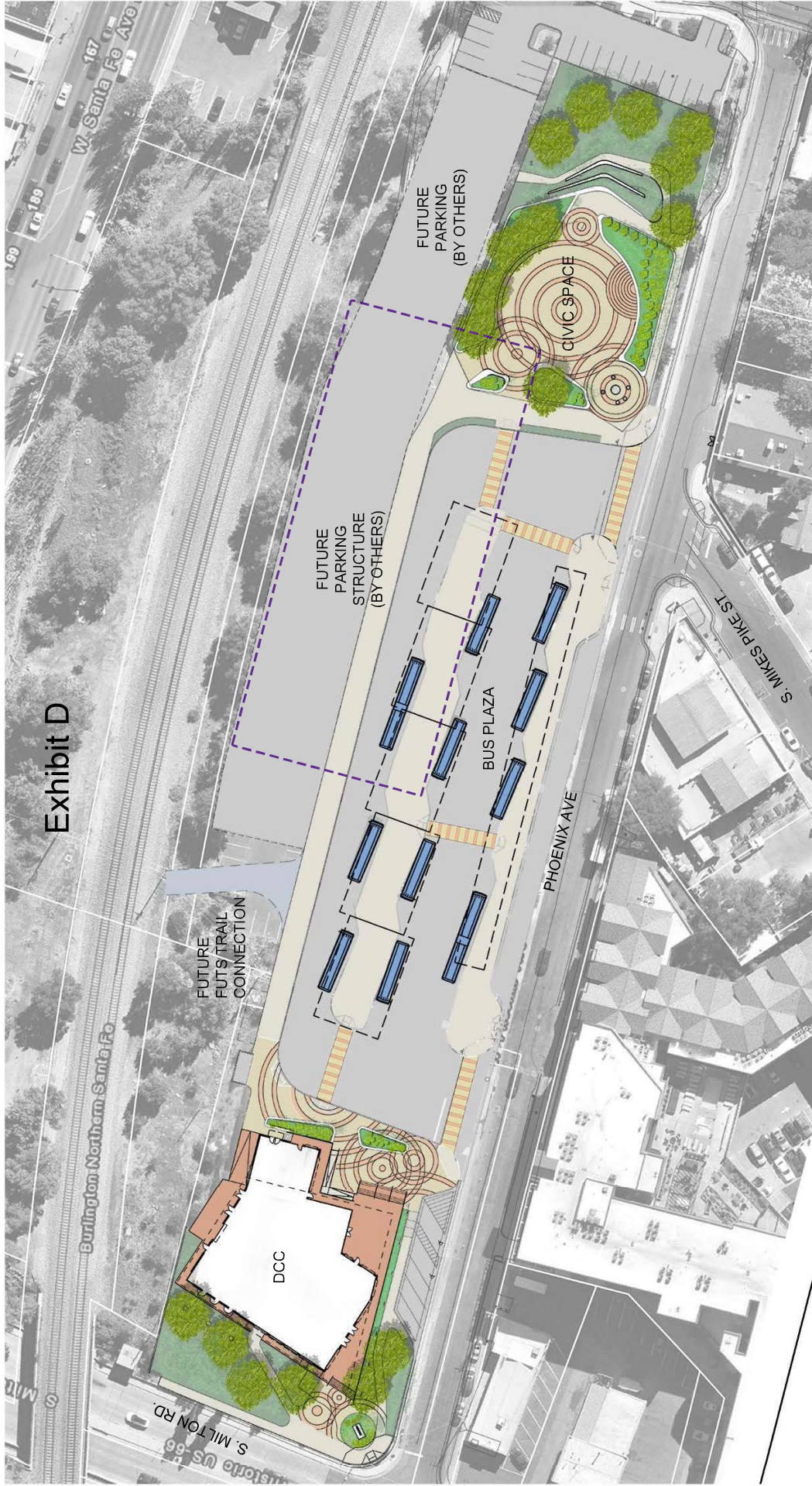
My Commission expires: 01/24/2022



Legal description

Sixteenth: SW Quarter: SE Section: 16 Township: 21N Range: 07E POR THE BURLINGTON NORTHERN & SANTA FE RAILWAY CO STATION GROUND PROPERTY DESC AS FLLWS: BEG INTERSECTION NLY LINE PHOENIX AVE WITH LINE PARALLEL WITH & 700' WLY OF SLY EXT WLY LINE BEAVER STREET; TH WLY ALNG NLY LINE PHOENIX AVE 249.5; TH NWLY 25.33' TO E LINE UNDERPASS US HWY 66 TH NELY ALNG E LINE HWY 66 147.4'; TH ELY PARALLEL WITH E LINE PHOENIX AVE 226.43'; TH SLY IN STRAIGHT LINE TO POB LESS RR PARCEL 701-3-19A-6 IN SE 1/4 EXCEPT: POR DEEDED TO THE CITY OF FLAGSTAFF IN 1533/56 (.07 AC) LESS .01 ACRE FOR R/W ESMNT REMAINDER .06 AC (ASSESSOR'S DESCRIPTION).

Exhibit D



SITE MASTER PLAN

REV	DATE	DESCRIPTION

Submitted: **CONDITIONAL USE PERMIT**

State: **PRELIMINARY NOT FOR CONSTRUCTION**

Consultant: **AECOM**
 7725 North 16th Street
 Phoenix, AZ 85020
 Phone: (602) 371-1100



Designed By: JM
 Drawn By: HSLAM
 Checked By: CL
 Approved By:

Client: **NAFTA MOUNTAIN LINE**
DOWNTOWN CONNECTION CENTER (DCC)
 216 W. PHOENIX AVENUE, FLAGSTAFF, AZ 86001
 ASSESSOR'S PARCEL NUMBER (APN): 1004504, 1004505, 1004506, 1004507, 1004508, 1004509, 1004510, 1004511, 1004512, 1004513, 1004514, 1004515, 1004516, 1004517, 1004518, 1004519, 1004520, 1004521, 1004522, 1004523, 1004524, 1004525, 1004526, 1004527, 1004528, 1004529, 1004530, 1004531, 1004532, 1004533, 1004534, 1004535, 1004536, 1004537, 1004538, 1004539, 1004540, 1004541, 1004542, 1004543, 1004544, 1004545, 1004546, 1004547, 1004548, 1004549, 1004550, 1004551, 1004552, 1004553, 1004554, 1004555, 1004556, 1004557, 1004558, 1004559, 1004560, 1004561, 1004562, 1004563, 1004564, 1004565, 1004566, 1004567, 1004568, 1004569, 1004570, 1004571, 1004572, 1004573, 1004574, 1004575, 1004576, 1004577, 1004578, 1004579, 1004580, 1004581, 1004582, 1004583, 1004584, 1004585, 1004586, 1004587, 1004588, 1004589, 1004590, 1004591, 1004592, 1004593, 1004594, 1004595, 1004596, 1004597, 1004598, 1004599, 1004600, 1004601, 1004602, 1004603, 1004604, 1004605, 1004606, 1004607, 1004608, 1004609, 1004610, 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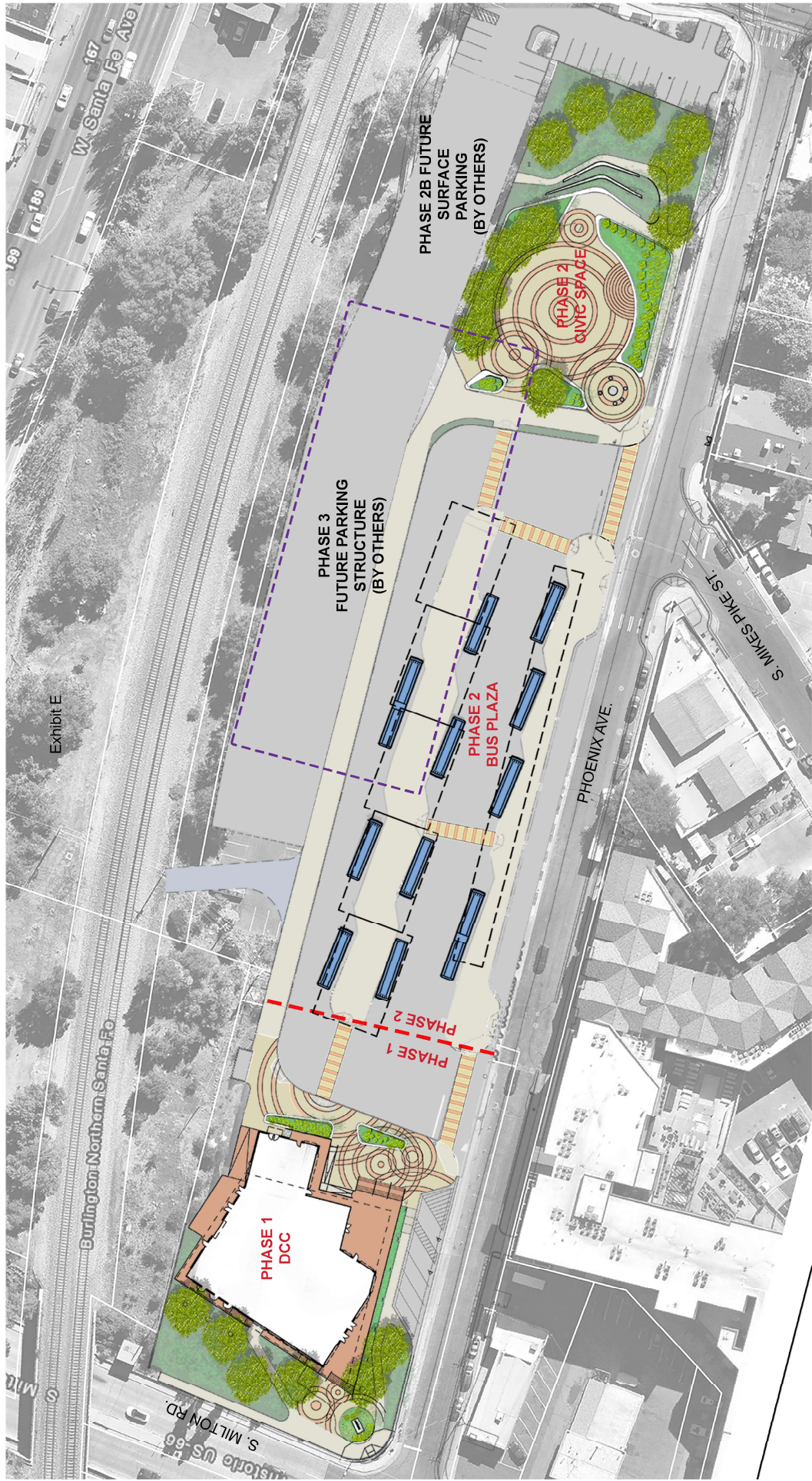

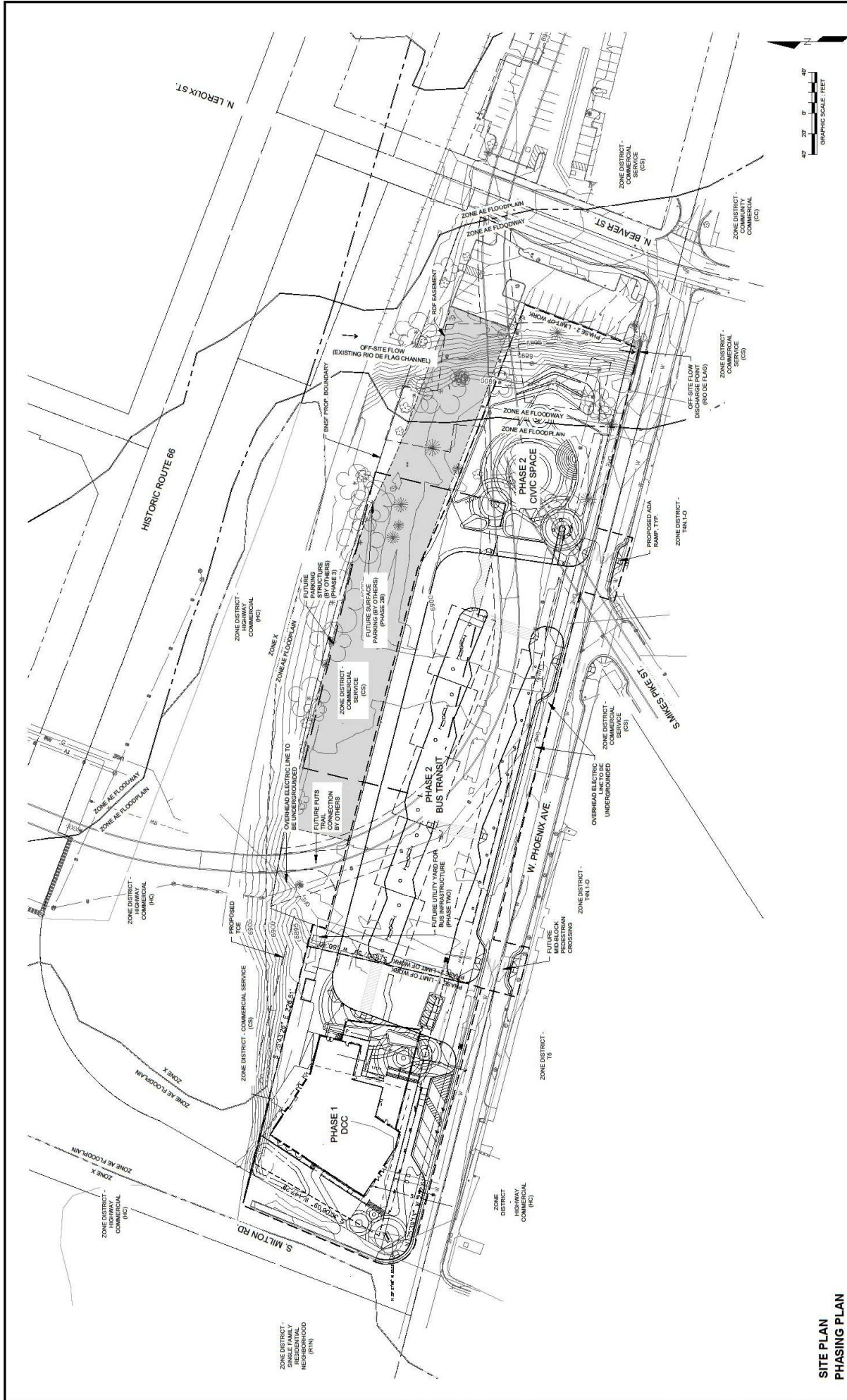


Exhibit E

PHASING PLAN

CADW File: C:\Users\kcc\Documents\AECOM\NAFTA DCC - General\Landscapes\Arch\000_CAD GIS\1910_CAD\Site\05\0595594_DCC_CUP_Plan.dwg 13/34 20-04-2021	Consultant: AECOM 7720 North 16th Street Phoenix, AZ 85020 Phone: (602) 371-1100 Submitted By:	Date: PRELIMINARY NOT FOR CONSTRUCTION	Client:  NAFTA Public Transportation Authority	Designer By: JM Drawn By: KJSM Checked By: CL Approved By:	Project Name: NAFTA Mountain Line Downtown Connection Center (DCC) Assessor's Parcel Number (APN): 100-0054, 100-0028, 100-0010 Property Owner: BSNICE CITY, CITY OF FLAGSTAFF, AZ 86001 Developer: WATSON MOBILITY, MOUNTAIN LINE, 0381 070-8003 3773 N. KASPER DRIVE, FLAGSTAFF, AZ 86004 PREPARED: JENNIFER LOVE, AECOM, (602) 648-2423	Sheet No.: 3 Contract No.: 4095594
	Scale: CONDITIONAL USE PERMIT	Submitter:	@ 2-X36 6065594_DCC_CUP_Plan.dwg 11/12/2021	Prepared:	Scale: GRAPHIC SCALE: FEET 0 10 20 30 40	NAFTA Mountain Line Downtown Connection Center (DCC) 216 W. PHOENIX AVENUE FLAGSTAFF, AZ 86001

REV	DATE	DESCRIPTION



SITE PLAN PHASING PLAN

REV	DATE	DESCRIPTION

Submitted:	Scale:	Submitted By:
SITE PLAN	PRELIMINARY NOT FOR CONSTRUCTION	AECOM
7720 North 16th Street Phoenix, AZ 85020 Phone: (602) 371-1100		
Client:		
NAIPTA Arizona Transportation Authority		
Client:		
NAIPTA Arizona Transportation Authority		
Client:		
Designed By:	Drawn By:	Checked By:
JM	RSLM	CL
Approved By:		
AECOM		
Approved By:		

NAIPTA MOUNTAIN LINE
DOWNTOWN CONNECTION CENTER (DCC) - PHASE ONE
 @ 24X36

CADD Filename: 60555384_DCC_Phase_One.dwg
 Drawing Date: 10/24/2023
 Assessor's Parcel Number (APN): 100446A, 1004303B, 1004301D
 Property Owner: SHELLEY, CITY OF FLAGSTAFF, AZ 86001
 3773 N. KASPER DRIVE, FLAGSTAFF, AZ 86004
 PREPARED BY: JENNIFER LOVE, AECOM (602) 371-2423