

WHEN RECORDED RETURN TO:  
City of Scottsdale  
Attention: Public Works Department  
7447 East Indian School Road  
Scottsdale, Arizona 85251

**FIRST AMENDMENT TO DRAINAGE EASEMENT  
BOUNDARY REALIGNMENT AND REAL PROPERTY  
EXCHANGE AGREEMENT NO. 960140**

This First Amendment to the Drainage Easement Boundary Realignment and Real Property Exchange Agreement ("Amendment") is made this 29 day of April, 2014, by and between City of Scottsdale, an Arizona municipal corporation ("City") and Corriente Condominiums Homeowners Association, an Arizona non-profit corporation and Paradise View Villas Condominiums Homeowners Association Inc., an Arizona non-profit corporation, ("Owners") (collectively the "Parties").

**RECITALS**

A) The City and Town King Enterprise Co. Ltd. are parties to that certain Drainage Easement Boundary Realignment and Property Exchange Agreement No. 960140, dated April 14, 1997, and recorded April 22, 1997 at Document No. 97-0262386 of the public records of Maricopa County, Arizona ("the Original Agreement").

B) Corriente Condominiums Homeowners Association and Paradise View Villas Condominiums Homeowners Association are successors in interest to Town King Enterprise Co. Ltd. and have the authority to execute this Amendment.

C) The Original Agreement granted to the City a perpetual unrestricted non-exclusive easement for the purpose of all vehicular and pedestrian access and for utilities from Indian Bend Road to the City's golf course facilities. Said easement runs over the entirety of Parcel G as described in exhibit G to the Original Agreement. Said Exhibit is attached hereto and incorporated herein by reference.

D) Under paragraph 5.3 of the Original Agreement, the City agreed to pay an annual amount of Twenty Five Thousand Dollars (\$25,000) toward the maintenance and upkeep of the roadway that was constructed within the easement over Parcel G. Said amount was to be automatically adjusted upward or downward under a formula set forth in the Original Agreement.

E) Under paragraph 5.4 of the Original Agreement the owner of Parcel G was required to expend monies each calendar year to maintain the roadway to a uniform condition.

F) Due to changes in economic conditions, the City and Owners have now mutually determined that maintaining the roadway can be better achieved by the City taking over the maintenance and upkeep of the roadway at its expense instead of the City paying any monies toward maintenance and upkeep of the roadway to the owners of Parcel G.

G) The Parties agree to an amendment to the Original Agreement by deleting paragraphs 5.3 and 5.4, and substituting a revised paragraph 5.3 as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

1. Changes to the Maintenance and Upkeep of the Roadway. Paragraphs 5.3 and 5.4 of the Original Agreement shall be amended by deleting all of the original language and revising paragraph 5.3 to read as follows:

5.3 The City shall be responsible for all maintenance, repair, modification, and replacement from time to time of the roadway currently existing on Parcel G at the City's expense. The City shall include the roadway in its regular inspection and maintenance schedule for public roadways and shall ensure that the roadway is maintained to the same standards as determined by the City in its sole discretion as all other City public roadways. This obligation shall be perpetual over the entirety of the roadway on Parcel G as long as the roadway easement is necessary for the City to access the City's golf course facilities. If the City sells or transfers ownership of the golf course facilities, the City will require the new owner to assume the maintenance obligations of the roadway at the owner's expense.

2. Effective Date of Amendment. This Amendment shall become effective upon recordation with the Office of the Maricopa County Recorder.

3. Recording. Within ten (10) days after the execution of this Amendment by all parties, the City shall cause this Amendment to be recorded in the Office of the Maricopa County Recorder.

4. No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

5. Third Party Beneficiaries. There are no third party beneficiaries to this Amendment.

6. Conflict of Interest. This Amendment is subject to cancellation pursuant to A.R.S. 38-511.

7. The person executing this Amendment of behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind said party have joined in this document.

EXECUTED as of the date first given above.

**Corriente Condominiums Homeowners Association, an Arizona non-profit corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Paradise View Villas Condominiums Homeowners Association Inc., an Arizona non-profit corporation**

By: Scott B. Carpenter  
Its: Authorized Attorney

**City of Scottsdale, an Arizona municipal corporation**

By: W.J. "Jim" Lane  
W.J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

Joe Padilla  
Bruce Washburn, City Attorney  
By: Joe Padilla, Senior Assistant City Attorney

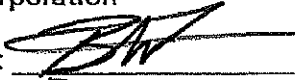
5. Third Party Beneficiaries. There are no third party beneficiaries to this Amendment.

6. Conflict of Interest. This Amendment is subject to cancellation pursuant to A.R.S. 38-511.

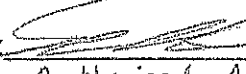
7. The person executing this Amendment on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind said party have joined in this document.

EXECUTED as of the date first given above.

Corriente Condominiums Homeowners Association, an Arizona non-profit corporation

By:   
Its: PRESIDENT

Paradise View Villas Condominiums Homeowners Association Inc., an Arizona non-profit corporation

By:  Scott B. Cypher  
Its: Authorized Attorney

City of Scottsdale, an Arizona municipal corporation

By: \_\_\_\_\_  
W.J. "Jim" Lane, Mayor

ATTEST:


\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Joe Padilla, Senior Assistant City Attorney

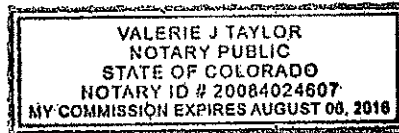
COLORADO  
STATE OF ~~ARIZONA~~ )  
BOULDER ) ss.  
County of ~~Maricopa~~ )

The foregoing instrument was acknowledged before me this 7 day of APRIL, 2014, by Brian Wilson, the PRESIDENT of Corriente Condominiums Homeowners Association, an Arizona non-profit corporation.



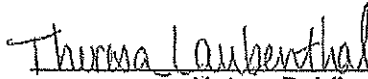
My Commission Expires:

Notary Public

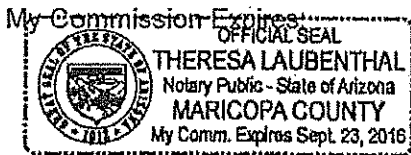


STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2014, by Scott B. Carpenter, the authorized Attorney of Paradise View Villas Condominiums Homeowners Association Inc., an Arizona non-profit corporation.



Notary Public



STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by W. J. "Jim" Lane, the Mayor of the City of Scottsdale, an Arizona municipal corporation.

My Commission Expires:

Notary Public

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Corriente Condominiums Homeowners Association, an Arizona non-profit corporation.

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2014, by Scott B. Carpenter, the authorized Attorney of Paradise View Villas Condominiums Homeowners Association Inc., an Arizona non-profit corporation.

Theresa Laubenthal  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2014, by W. J. "Jim" Lane, the Mayor of the City of Scottsdale, an Arizona municipal corporation.

Karen Jo Dingman  
Notary Public

My Commission Expires: July 17, 2015



# EXHIBIT FOR PARCEL 'G'

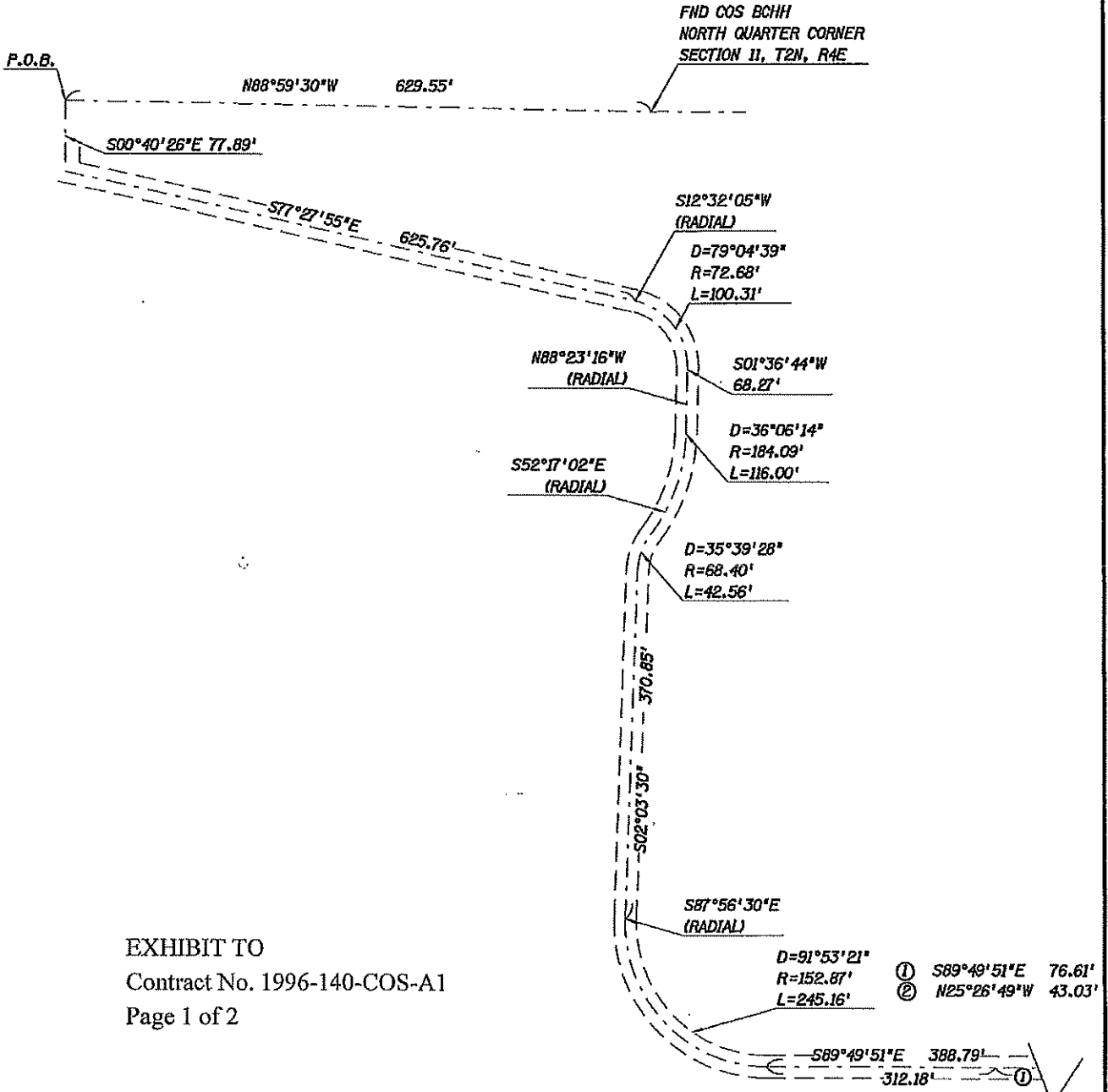
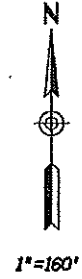


EXHIBIT TO  
Contract No. 1996-140-COS-A1  
Page 1 of 2

#### LEGAL DESCRIPTION

For the purpose of providing access to the land to be conveyed to the City of Scottsdale across the Hotel property.

#### PARCEL G

A strip of land twenty-four (24) feet in width lying twelve (12) feet on each side of the centerline that lies within the property ownership on the Holiday Inn and situated in the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the North line of the Northwest quarter of said Section 11 that lies North 88 degrees 59 minutes 30 seconds West 629.55 feet from the North quarter corner of said Section 11; thence departing said North line South 00 degrees 40 minutes 26 seconds East 77.89 feet; thence South 77 degrees 27 minutes 55 seconds East 625.76 feet to the beginning of a curve concave to the Southwest with its center lying South 12 degrees 32 minutes 05 seconds West 72.68 feet; thence Southeasterly along said curve through a central angle of 79 degrees 04 minutes 39 seconds a distance of 100.31 feet; thence South 01 degree 36 minutes 44 seconds West 68.27 feet to the beginning of a curve concave to the Northwest with its center lying North 88 degrees 23 minutes 16 seconds West 184.09 feet; thence Southwesterly along last said curve through a central angle of 36 degrees 06 minutes 14 seconds a distance of 116.00 feet to the beginning of a reversing curve concave to the Southeast with its center lying South 52 degrees 17 minutes 02 seconds East 68.40 feet; thence Southwesterly along last said curve through a central angle of 35 degrees 39 minutes 28 seconds a distance of 42.56 feet; thence South 02 degrees 03 minutes 30 seconds West 370.85 feet to the beginning of a curve concave to the Northeast with its center lying South 87 degrees 56 minutes 30 seconds East 152.87 feet; thence Southeasterly along last said through a central angle of 91 degrees 53 minutes 21 seconds a distance of 245.16 feet; thence South 89 degrees 49 minutes 51 seconds East 312.18 feet to the center of a turnaround 360 degrees having a radius of 30.00 feet; thence continuing South 89 degrees 49 minutes 51 seconds East 76.61 feet, more or less, to a point on the Westerly line of the Drainage and Flood Control Easement according to Docket 10706, Page 1461, records of said County, that lies North 25 degrees 26 minutes 49 seconds West along said Westerly line 43.03 feet from the Northerly line of the Arizona Canal according to Docket 15741, Page 485, records of said County, last said point being the TERMINUS of the herein described centerline.



RESOLUTION NO. 9714

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO DRAINAGE EASEMENT BOUNDARY REALIGNMENT AND REAL PROPERTY EXCHANGE AGREEMENT NO. 1996-140-COS-A1 WITH CORRIENTE CONDOMINIUMS HOMEOWNERS ASSOCIATION AND PARADISE VIEW VILLAS CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

WHEREAS:

A. The City of Scottsdale, an Arizona municipal corporation ("City"), and Town King Enterprise Co. Ltd. executed that certain Drainage Easement Boundary Realignment and Property Exchange Agreement No. 960140 dated April 14, 1997, and recorded April 22, 1997 at Document No. 97-0262386 of the public records of Maricopa County, Arizona.

B. The Corriente Condominiums Homeowners Association, an Arizona non-profit corporation, and Paradise View Villas Condominiums Homeowners Association, Inc., an Arizona non-profit corporation (collectively "HOAS") are successors in interest to Town King Enterprise Co., Ltd. and have authority to execute Contract No. 1996-140-COS-A1

C. The City and the HOAS have mutually determined that maintaining the roadway used to access a City-owned golf facility can be better achieved by the City taking over the maintenance and upkeep of the roadway at its expense, instead of paying the HOAS for the cost of maintaining the roadway.

NOW, THEREFORE, BE IT RESOLVED by the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The Mayor is authorized and directed to execute on behalf of the City of Scottsdale the First Amendment to Drainage Easement Boundary Realignment and Real Property Exchange Agreement Contract No. 1996-140-COS-A1.


Section 2. That the City Manager, or his designee, is authorized and directed to execute such documents and take such other actions as are necessary to carry out the purpose of this Resolution and the provisions of Contract No. 1996-140-COS-A1.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 29 day of April, 2014.

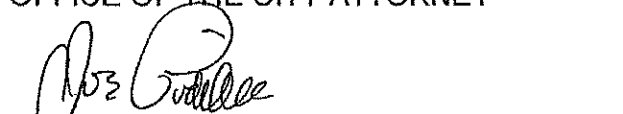
CITY OF SCOTTSDALE, an Arizona  
Municipal Corporation

ATTEST:

  
\_\_\_\_\_  
Carolyn Jagger, City Clerk

  
\_\_\_\_\_  
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By Joe Padilla, Senior Assistant City Attorney