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CITY OF GLENDALE, ARIZONA

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
CONCERNING CERTAIN RESPONSIBILITIES FOR
CAMELBACK RANCH BETWEEN THE CITY OF
PHOENIX AND THE CITY OF GLENDALE**

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

When recorded, return to:

Patricia J Boland
City of Phoenix Law Department
200 W. Washington, Suite 1300
Phoenix, Arizona 85003-1611

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT CONCERNING CERTAIN
RESPONSIBILITIES FOR CAMELBACK RANCH BETWEEN THE CITY OF
PHOENIX AND THE CITY OF GLENDALE**

This First Amendment to the Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch ("First Amendment") is entered into and effective as of the 24th day of NOVEMBER, 2014, and modifies the terms and conditions of the Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch entered into on October 9, 2013 as Glendale document No. C-7072 and as Phoenix Contract No. 127039 ("Agreement")

RECITALS

As background to this First Amendment, the Parties recite, state and acknowledge the following, each of which recitals is fully incorporated into this First Amendment and expressly made a material term and condition of this First Amendment. The following recitals shall constitute joint representations of the Parties, except where a statement or finding is specifically attributed to one party:

- A. On October 19, 2009, the City of Phoenix, an Arizona municipal corporation ("Phoenix"), and City of Glendale, an Arizona municipal corporation ("Glendale"), including the Western Loop 101 Public Facilities Corporation, an Arizona non-profit municipal property corporation formed by Glendale ("Western Loop 101") entered into an Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch
- B. Glendale has incurred certain costs and expenses, and continues to incur certain costs and expenses, as part, and in anticipation of, its full performance under the Agreement.
- C. In furtherance of, and in reliance on the Agreement, Glendale constructed or caused to be constructed significant public infrastructure and a spring training baseball facility
- D. Subsequent to the execution, delivery and recordation of the Agreement by the Parties, economic and market conditions (not only locally, but nationally and globally) have undergone unforeseen and unprecedented

deterioration, causing uncertainty in business planning, attenuation of credit markets and financing, constriction of leasing and retail opportunities and erosion of property values. As a result of this economic turbulence, strict compliance with the Agreement is no longer practical or reasonably anticipated by the Parties. Consequently, the Parties have determined that modification of the Agreement is now required in order to advance and implement the Agreement.

- E. Phoenix and Glendale recognize the value of the continued performance under the Agreement.
- F. In order to provide modifications to the Agreement that are more pragmatic in view of changed and uncertain economic conditions, to promote the likelihood of full and timely performance of the Parties under the Agreement, and to ensure that the Parties receive the benefits contemplated when entering into the Agreement, Glendale has requested and Phoenix has agreed to grant certain extensions for performance, and other modifications that advance and implement the Agreement as set forth in this First Amendment in exchange for a decrease in the maximum amount of Phoenix's tax pledge contribution.
- G. The Parties believe that the approval and adoption of this First Amendment is and constitutes an administrative act designed and intended to implement the public policy previously reflected in the Agreement.
- H. Section 8.1 of the Agreement provides that the parties may amend the Agreement in writing.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, agreements and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this Agreement and agree as follows:

1. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Agreement.
2. **Recitals.** The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.
3. **Effect of Amendment.** Except as amended by this Amendment, the Agreement shall remain in full force and effect.
4. **Amendment to Section 4.1(A)** Section 4.1(A) of the Agreement is hereby deleted in its entirety and restated as follows.

4.1 (A) Pledge. Phoenix unconditionally and irrevocably pledges and agrees to pay Western Loop 101 or its successor 80% of the general fund portion of transaction privilege tax revenues that are actually received by Phoenix for taxable activities occurring on Camelback Ranch from and after the effective date of this Agreement (the "Phoenix Payments") up to a maximum amount of \$16,447,079 (the "Phoenix Contribution").

5. **Amendment to Section 9.2.** The first sentence of Section 9.2 of the Agreement is hereby deleted in its entirety and restated as follows:

9.2 Contingent Purchase. Pursuant to the terms of the Real Estate Purchase Agreement entered into between the parties on April 22, 2010 and the first amendment thereto (collectively the "Purchase Agreement"), Glendale will also purchase from Phoenix the 14.2 acres of the Phoenix Land comprised of the acreage between the ROW and the MLB facility (9.21 acres, otherwise known as Lot 5 in the Purchase Agreement) and between the ROW and Parcel A of the Development Land (4.99 acres, otherwise known as Lot 3 in the Purchase Agreement) (collectively the "Future Acreage") and as depicted in Exhibit F at the price of \$5.00 per square foot.

The remainder of Section 9.2 is unchanged by this Amendment and remains in full force and effect.

6. **Amendment to Section 10.2.** Section 10.2 of the Agreement is hereby deleted in its entirety and revised to read as follows:

10.2 Contingent Reimbursement

- (A) This section is hereby repealed in its entirety.
- (B) Upon execution of this First Amendment, Glendale will pay Phoenix \$345,750.00 as reimbursement, at \$5.00 per square foot, for costs related to the dedication of the northern portion of the west half of ROW (69,150 square feet).

7. **Amendment to Exhibit D** Exhibit D of the Agreement is hereby deleted in its entirety and restated as follows:

Glendale will construct a roadway that commences at Camelback Road and 111th Avenue and terminates south of the Bethany Home Outfall (the "Roadway"). Glendale will improve the Roadway with all public road improvements required by and in accordance with Phoenix standards, including sidewalks on both sides of the Roadway, curb and gutters and utility lines for water, sewer, effluent, telephone, fiber optic cable, gas and electric, at Glendale's expense. Glendale has no obligation to extend the Roadway any farther because any remaining construction to extend

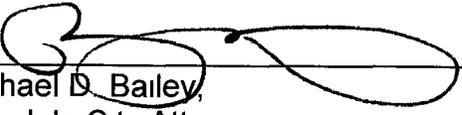
CITY OF GLENDALE, an Arizona
municipal corporation

By 
Brenda S. Fischer
City Manager

ATTEST:


Pam Hanna,
Glendale City Clerk

APPROVED AS TO FORM:


Michael D. Bailey,
Glendale City Attorney

PJB/dh 1137946v1