

EXHIBIT B
 No 43 of 160
 9/22/2003

Exhibit A
 Page 1 of 2

SITE PLAN
 Scottsdale Waterfront
 Scottsdale Waterfront, L.L.C.

MP1

PROJECT DATA

SCOTTSDALE WATERFRONT

9/22/2003

GENERAL DATA

GROSS AREAS

above grade

BLDG.	FUNCTION	FLOORS	HEIGHT	# OF UNITS
A	Residential and/or Office	3	36'	34
B	Residential and/or Office	3	36'	34
C	Residential & Retail	8	85'	66
D	Retail & Office	3	50'	0
E	Retail & Office	2	36' to 45'	0
F	Retail & Office	2	36' to 45'	0
G	Retail	2	45'	0
H	Retail & Office	2	36' to 45'	0
I	Retail & Office	2	36' to 45'	0
J	Residential	13	135'	116
K	Residential	13	135'	116
				366
				UNITS

BLDG.	RETAIL/ RESTAURANT	OFFICE	RESID.
A	0	0	51,000
B	0	0	51,000
C	10,000	0	138,000
D	11,530	32,940 **	0
E	13,065	17,330	0
F	10,520	11,415	0
G	28,000 *	0	0
H	7,225	9,325	0
I	27,030	27,475	0
J	0	0	243,400
K	0	0	243,400
		107,370	726,800
		GSF	GSF

TOTAL GSF 932,655

Buildings A & B resid.: approx. 1,500 gsf average, 1,200 nsf average
 Buildings C, J, & K resid.: approx. 2,100 gsf average, 1,680 nsf average

*14,590 sf ground, 17,045 sf 2nd, 3,635 sf atrium; net 28,000 sf
 **5,000 sf space on ground floor, 14,210 sf 2nd, 13,730 sf 3rd;
 total 32,940 sf

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PLANT MATERIALS

STREETSCAPE

- Primary Street Trees**
- Pale Beech *Fagus pallida*
 - McAdie Platane *Platanus albertana*
 - Shamel Ash *Fraxinus viridis*
- Accent Trees**
- Yucca Monticola Laurel *Sapota secunda*
 - Yellow Oleander *Nerium oleander*
 - Palms *Phoenix variata (spinosus, dactylifera, washingtonia robusta or arecatum, comacottianum)*
 - Jacaranda *Jacaranda mimosoides*

- Other Materials:**
- Amuda
 - Unguis/Vitis variabilis
 - Agave
 - Kaulonia
 - Lantana montevidensis
 - Ilex vomitoria
 - Yucca rostrata
 - Other plant material

PLAZAS AND PERFORMANCE SPACE

- Trees**
- Jacaranda *Jacaranda mimosoides*
 - Yucca *Yucca grandiflora*
 - Yucca Monticola Laurel *Sapota secunda*
 - Yucca Monticola *Yucca monticola*
 - McAdie Platane *Platanus albertana*
 - Shamel Ash *Fraxinus viridis*
 - Chinus variabilis *Chinus variabilis*

- Shrub/Perennials:**
- Yucca Monticola *Yucca monticola*
 - Yellow Oleander *Nerium oleander*
 - Philadelphus *Philadelphus*
 - Lantana *Lantana montevidensis*
 - Aspidistra *Aspidistra*
 - Yucca *Yucca*
 - Amuda *Amuda*

- Grass/Perennials:**
- Turf *Stolon and other grass*
 - Yucca *Yucca*
 - Yellow Dots *Yucca*
 - Perennials *Perennials*
 - Carex *Carex*

NOTE: Plant materials are shown to illustrate character and concept. Detailed landscape plans to be approved by staff consistent with this concept plan.

CAMELBACK ROAD STREETSCAPE

- Street from street to north side
- Lush and colorful wild region plant materials predominate
- Seasonal pedestrian walkway
- Guard entry drive with more urban accent landscaping near buildings

MARSHALL WAY STREETSCAPE

- Two-lane "Main Street"
- Angle parking with trees
- Wide pedestrian walkway (15 ft) with shade, landscaping, seating, other amenities
- Enhanced pavement texturing
- Varied overhead shade structures to include awnings, landscaping, latticework, awnings, other
- Special pedestrian crossing design treatments such as curb extensions
- special paving, coloration
- accent landscaping
- distinctive lighting

MONTECITO STREETSCAPE

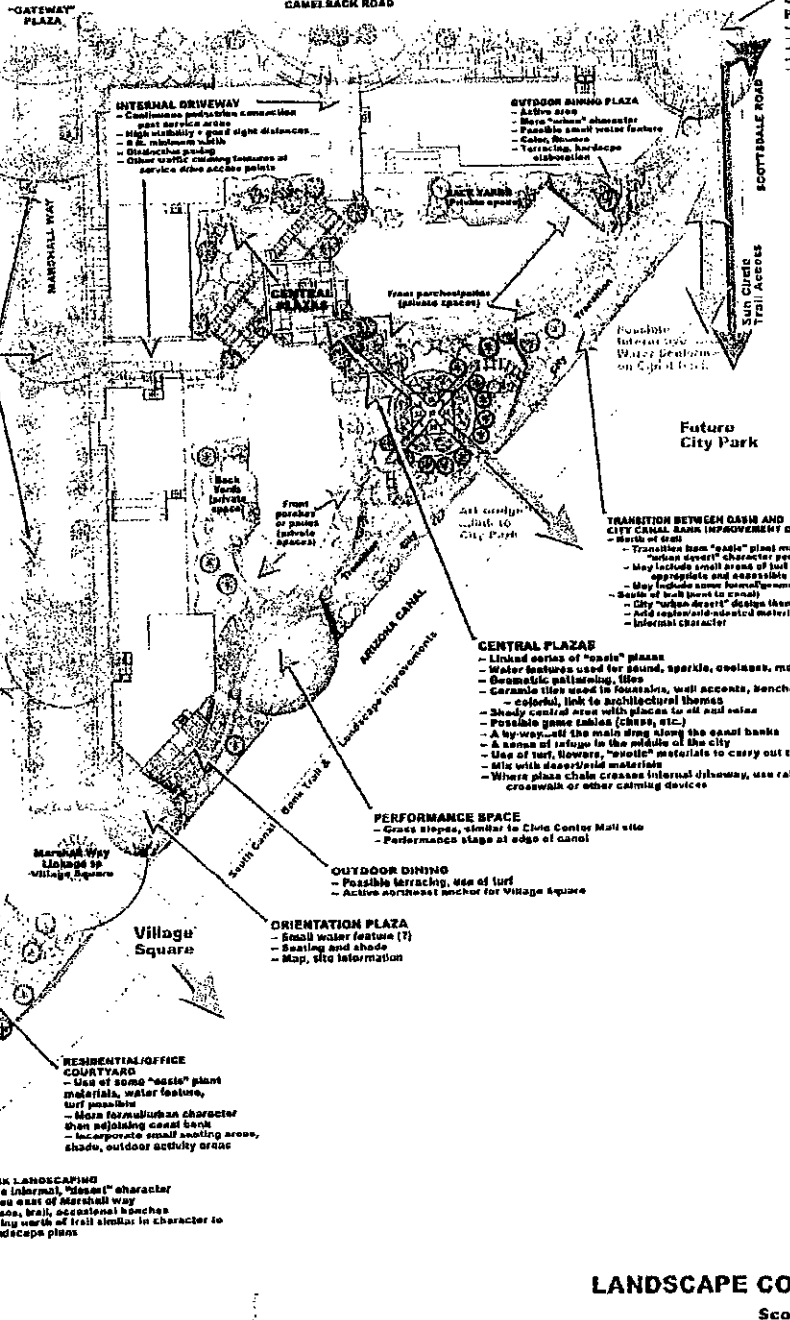
- Angle parking as shown
- Street trees and plant materials similar to Marshall Way
- Sidewalk set back from curb

GOLDWATER BOULEVARD STREETSCAPE

- Compatible with existing materials on Goldwater
- Create buffer between project and neighborhood to the west

THE GARDEN

- Theme to be developed, such as:
 - passive
 - distinctly Arizona plant theme
 - sculpture garden
 - meadow garden
 - Scottsdale history/planters garden
- Quiet, a refuge, compatible with residential uses nearby



CORNER PLAZA

- Monumental sculpture
- Scottsdale history theme
- Symbolic
- Primary view to town east
- Entice people toward canal

CENTRAL PLAZA

- Linked series of "basic" plazas
- Water features used for sound, sparkle, coolness, movement
- Geometric patterning, lines
- Ceramic tiles used in fountains, wall accents, benches, paving
- colorful, link to architectural themes
- Shady central area with places to sit and relax
- Possible game tables (chess, etc.)
- A by-way off the main drag along the canal banks
- A sense of refuge in the middle of the city
- Use of turf, flowers, "textile" materials to carry out theme
- Sit with desert/acid materials
- Where plaza chain crosses internal driveway, use raised crosswalk or other calming device

PERFORMANCE SPACE

- Grass steps, similar to Civic Center Mall site
- Performance stage at edge of canal

OUTDOOR DINING

- Possible terracing, use of turf
- Active southeast anchor for Village Square

ORIENTATION PLAZA

- Small water feature (?)
- Seating and shade
- Map, site information

RESIDENTIAL/OFFICE COURTYARD

- Use of some "basic" plant materials, water features, turf grasses
- More formal/urban character than adjoining canal bank
- Incorporate small seating areas, shade, outdoor activity areas

CANAL BANK LANDSCAPING

- Much more informal, "desert" character than area east of Marshall Way
- Passive walk, trail, occasional benches
- Landscaping north of trail similar in character to City landscape plans

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Exhibit B
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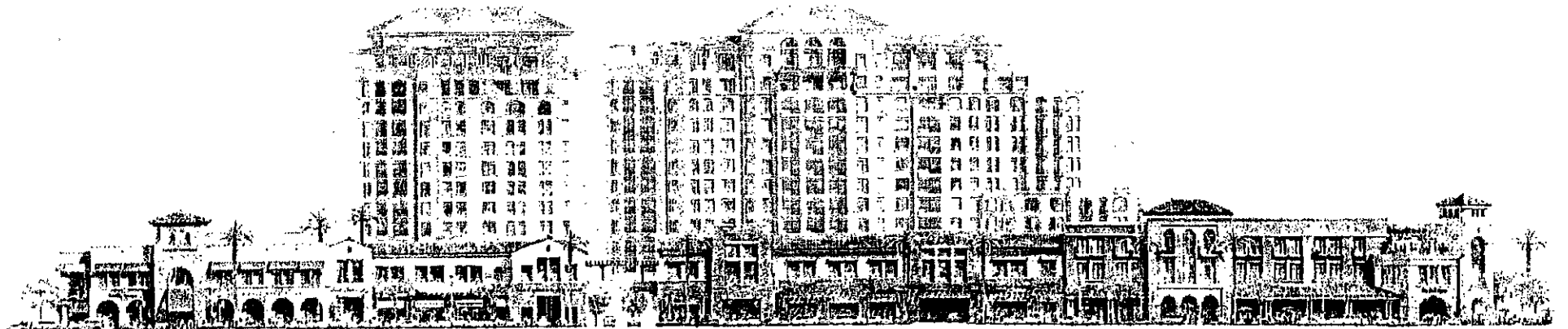
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LANDSCAPE CONCEPT PLAN

Scottsdale Waterfront
Scottsdale Waterfront, I.I.C.



CAMELBACK ROAD ELEVATION



MARSHALL WAY ELEVATION

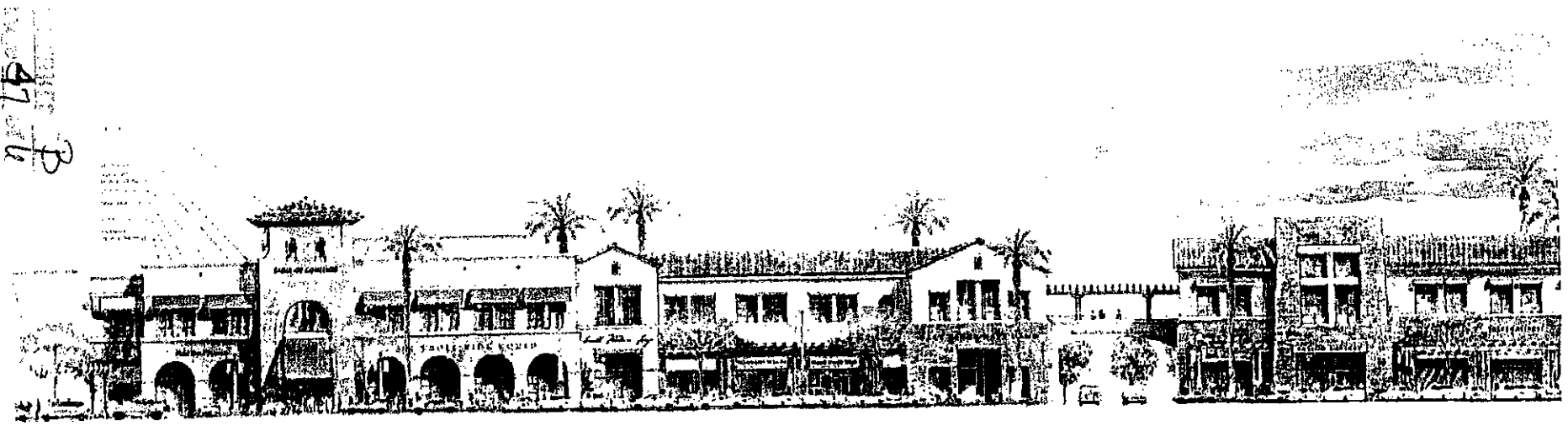
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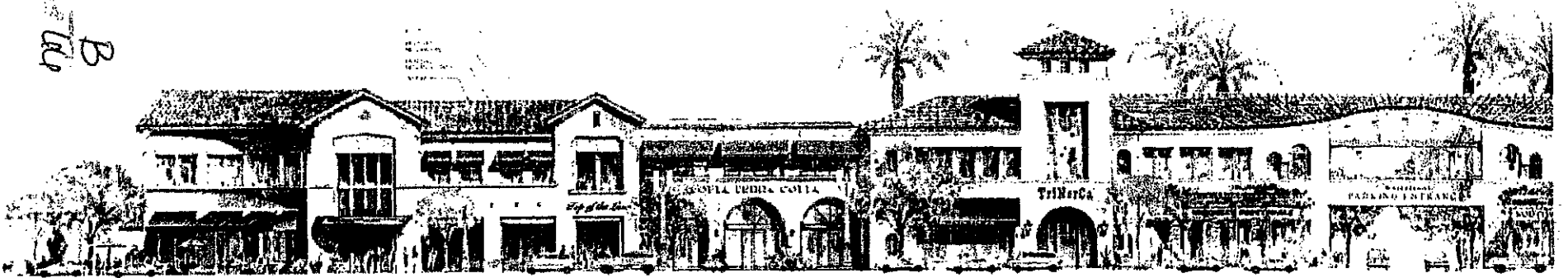
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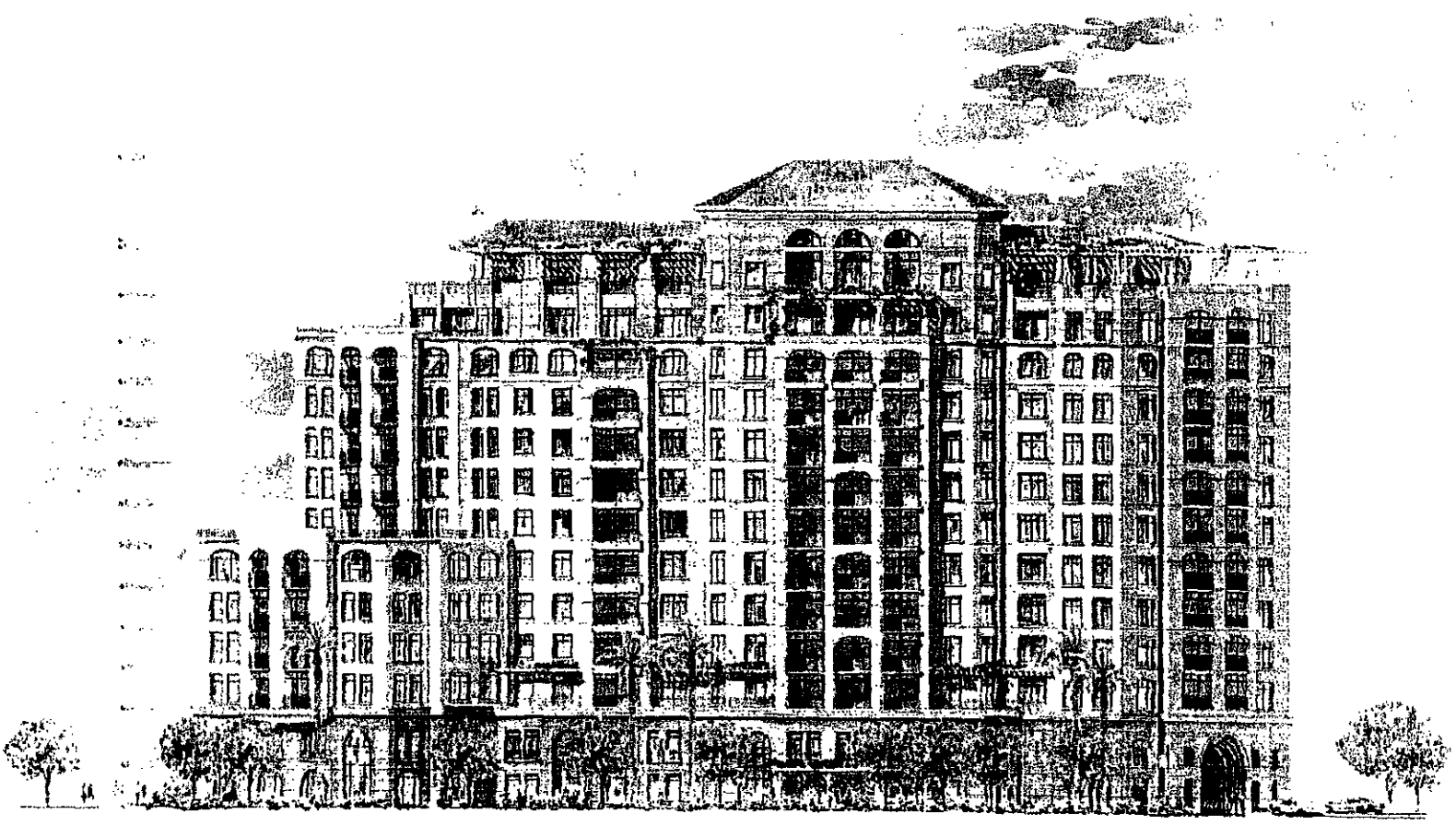
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CAMELBACK ROAD ELEVATION (LOOKING SOUTH)
Scottsdale Waterfront
Scottsdale Waterfront, L.L.C. A3.3

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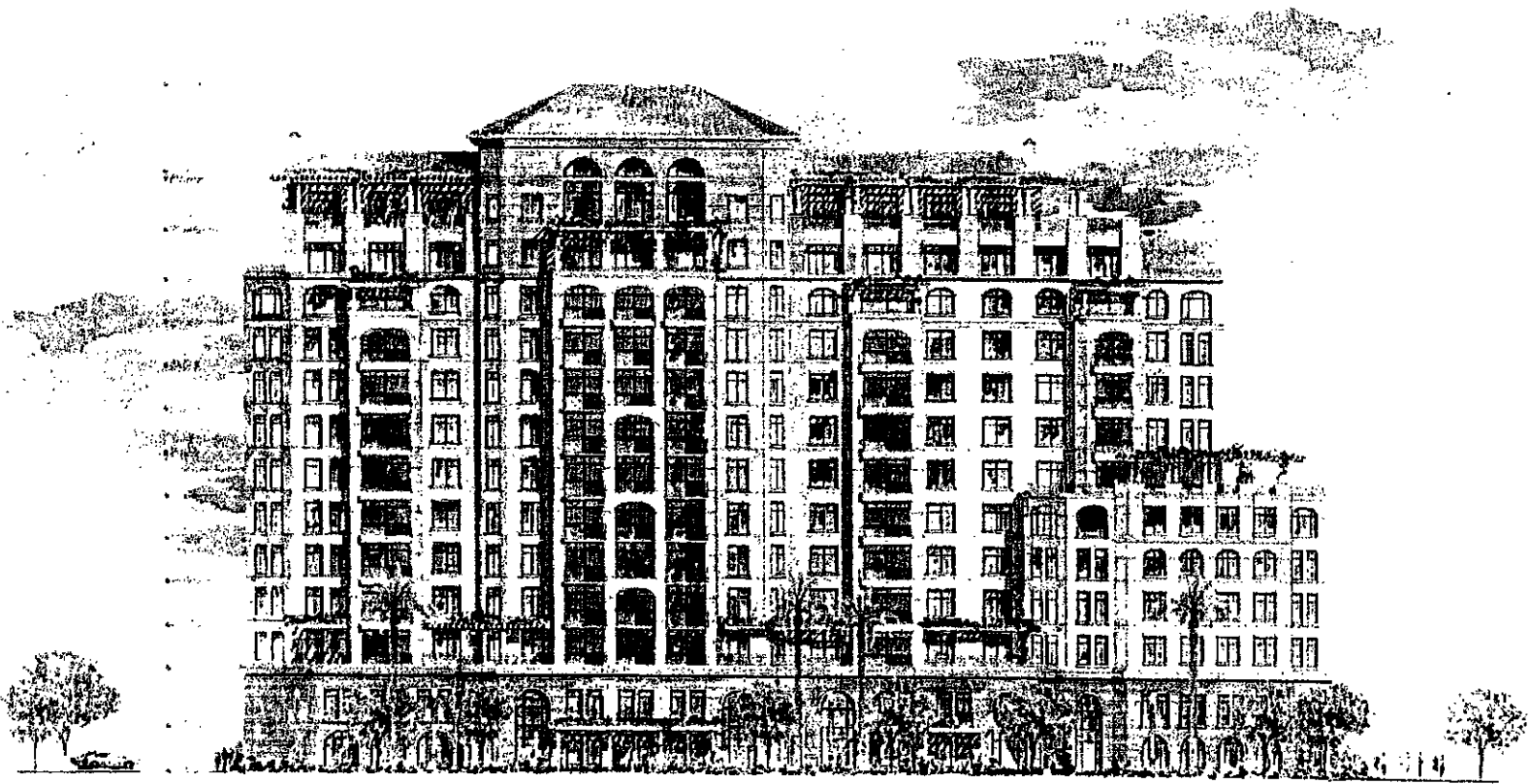


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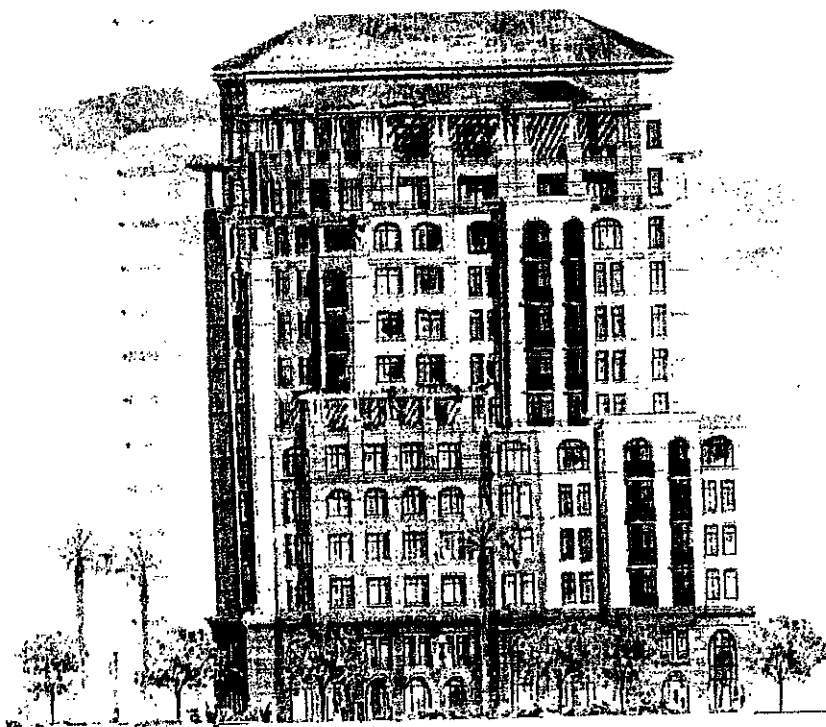


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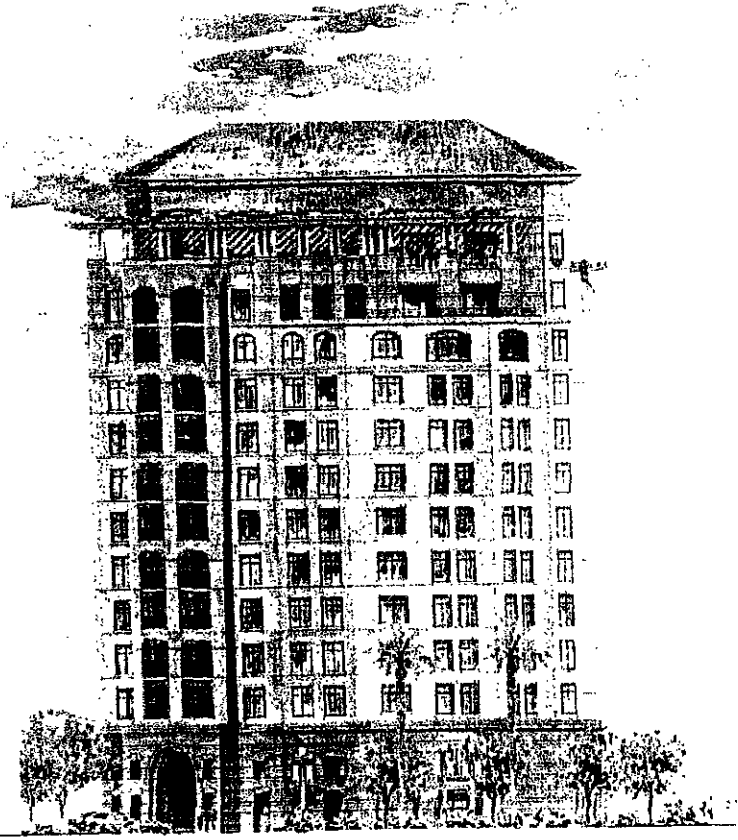
RESIDENTIAL SOUTH ELEVATION
Scottsdale Waterfront
Scottsdale Waterfront, L.L.C.

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EAST ELEVATION



WEST ELEVATION

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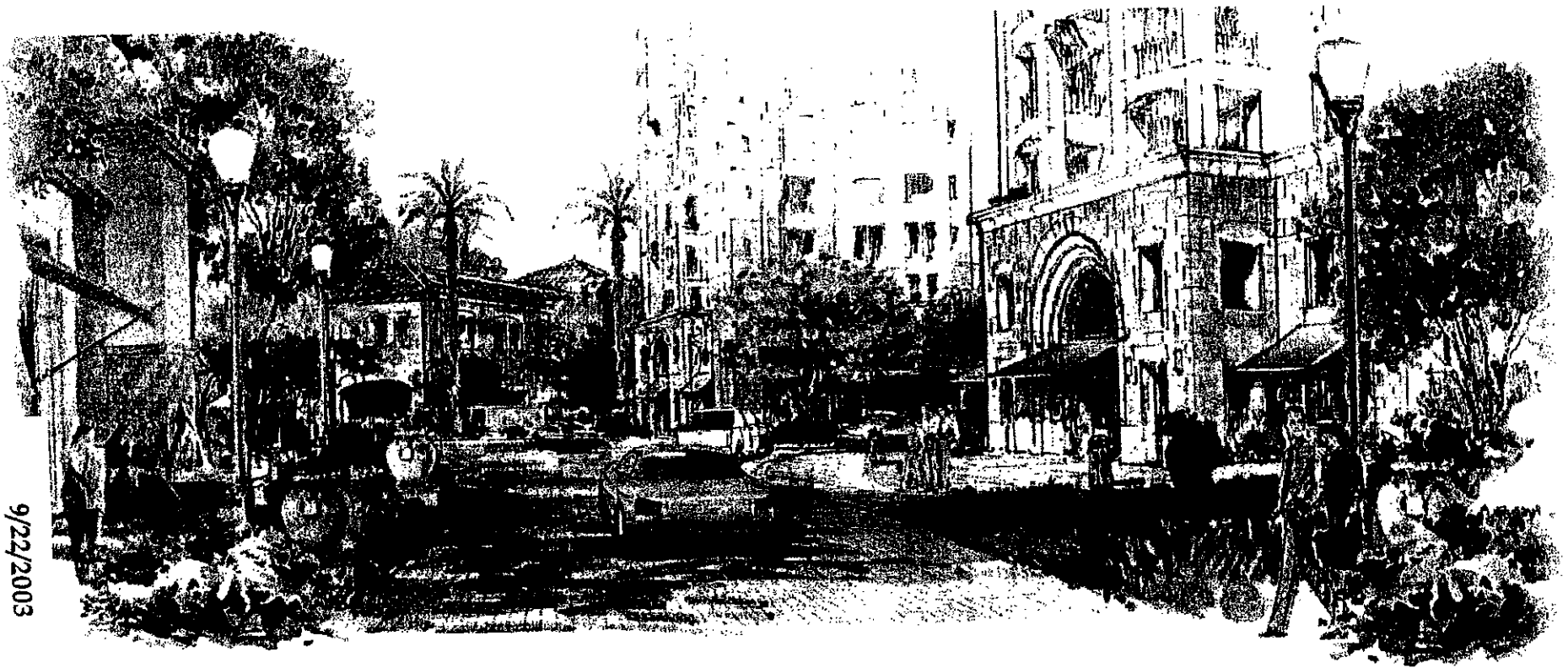
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RESIDENTIAL
Scottsdale Waterfront
Scottsdale Waterfront, L.L.C.



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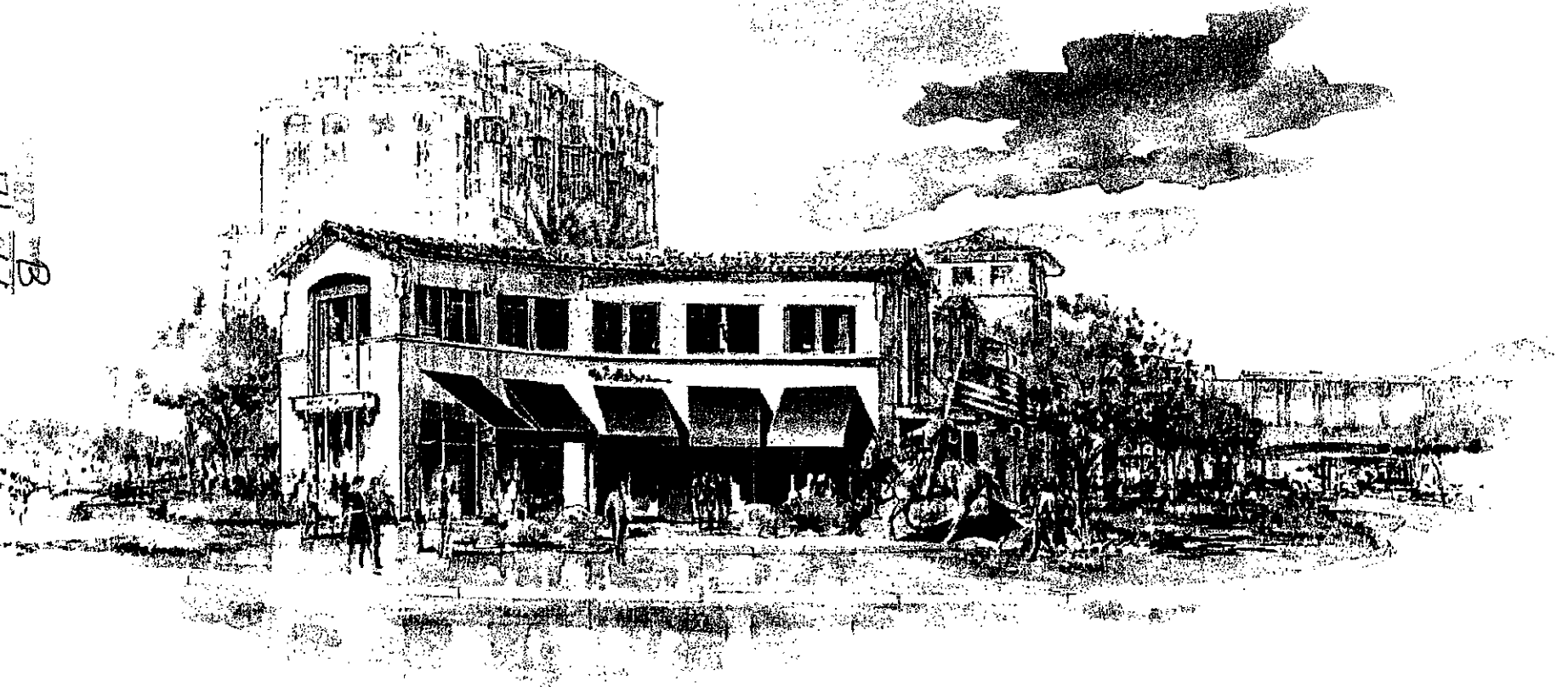
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INTERIOR ARRIVAL COURTYARD
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Scottsdale ~~Met~~terfront, I.U.C.

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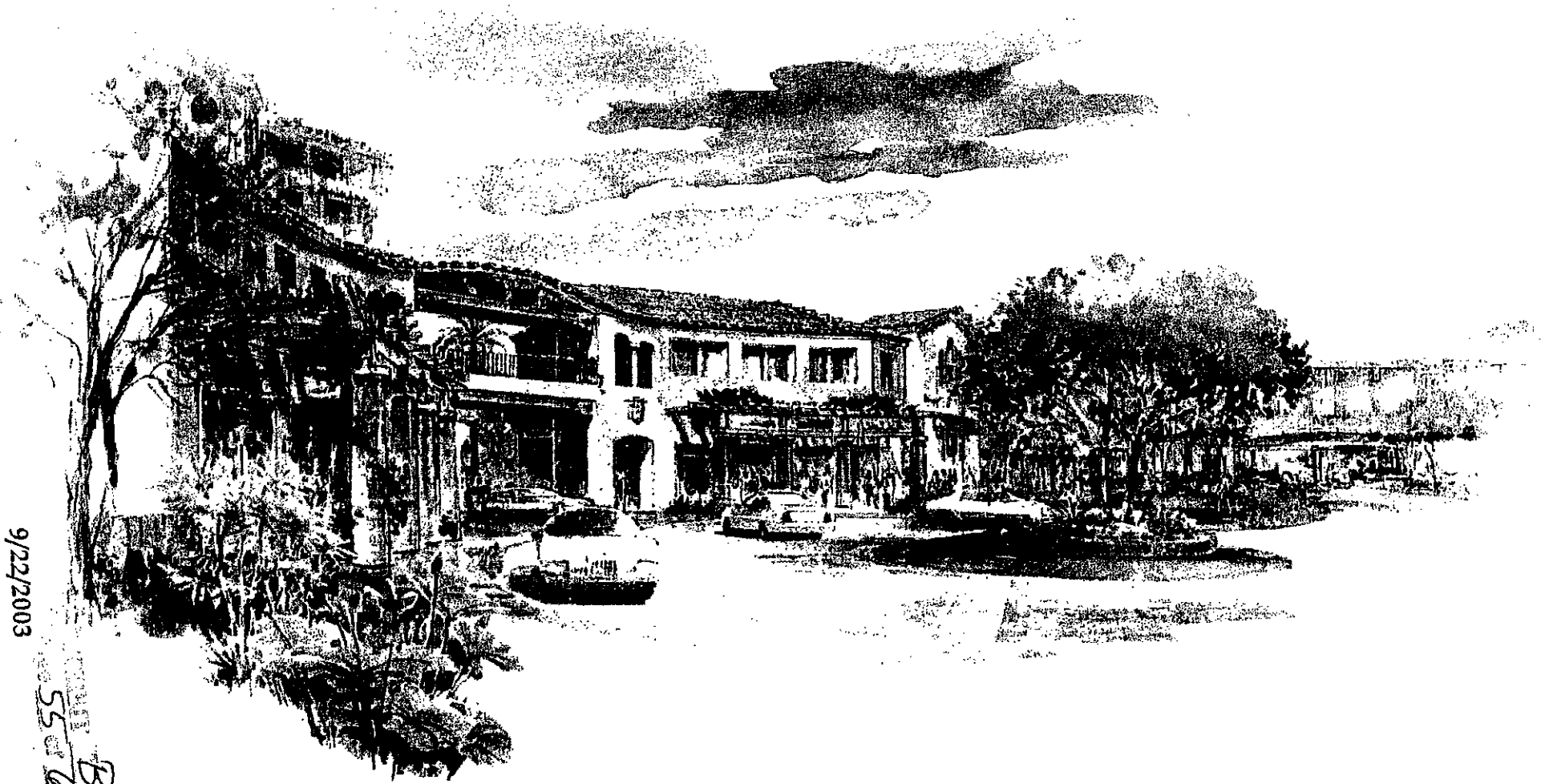


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MIDWAY CAMELBACK ROAD
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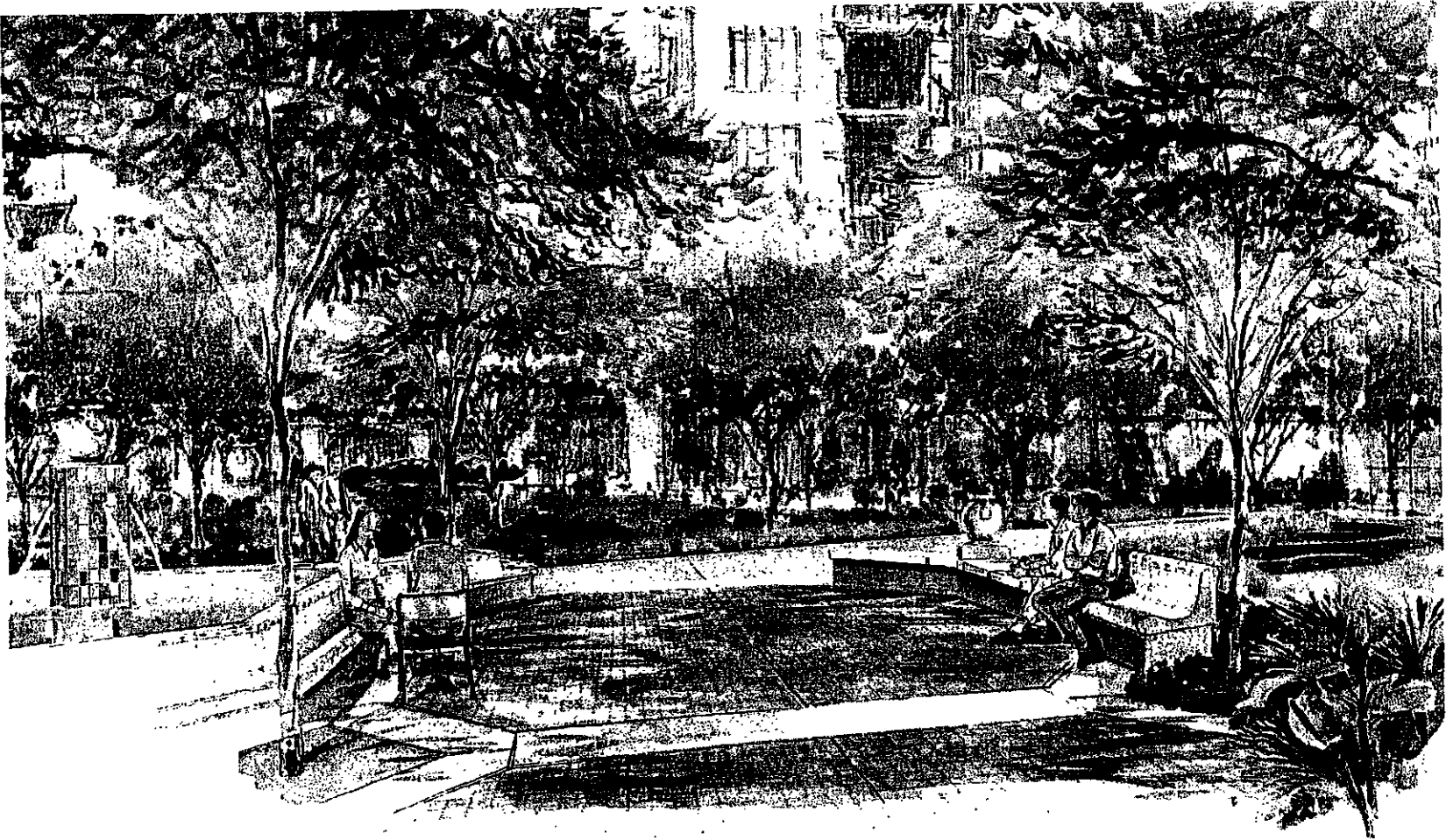
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MARSHALL WAY
Scottsdale Waterfront
Scottsdale Waterfront, Y.C.

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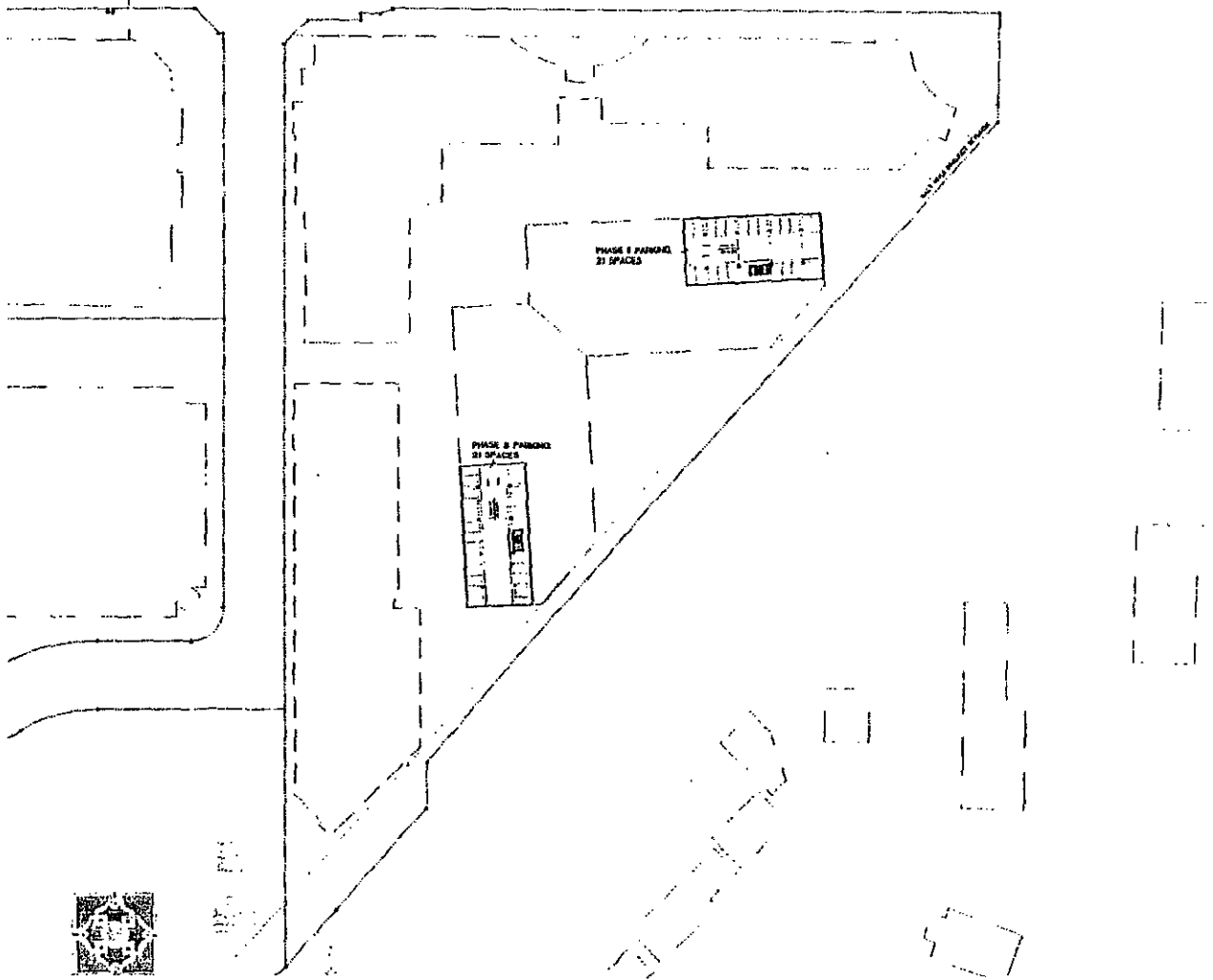
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Exhibit C
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CANAL GARDEN COURTYARD
Scottsdale Waterfront
Scottsdale Waterfront, L.L.C.

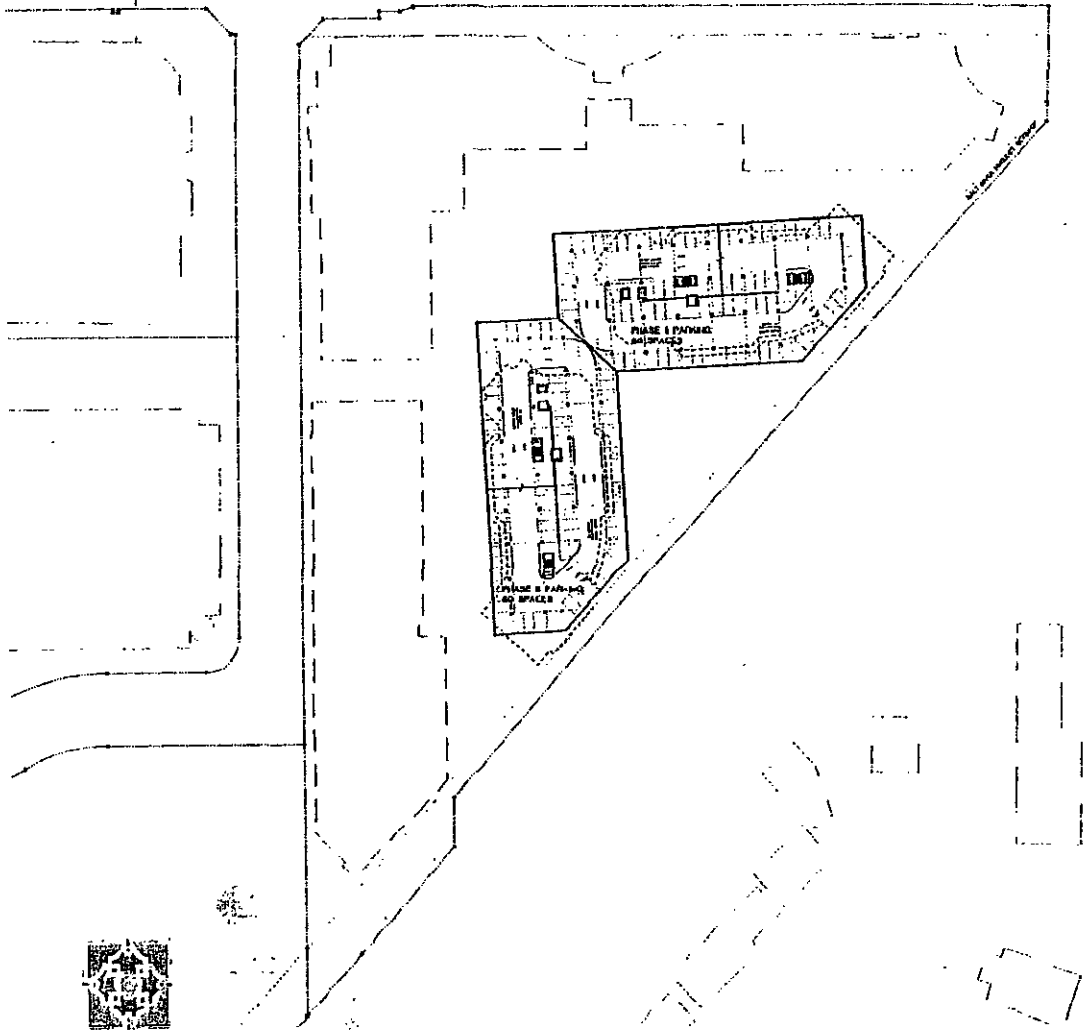


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Exhibit D
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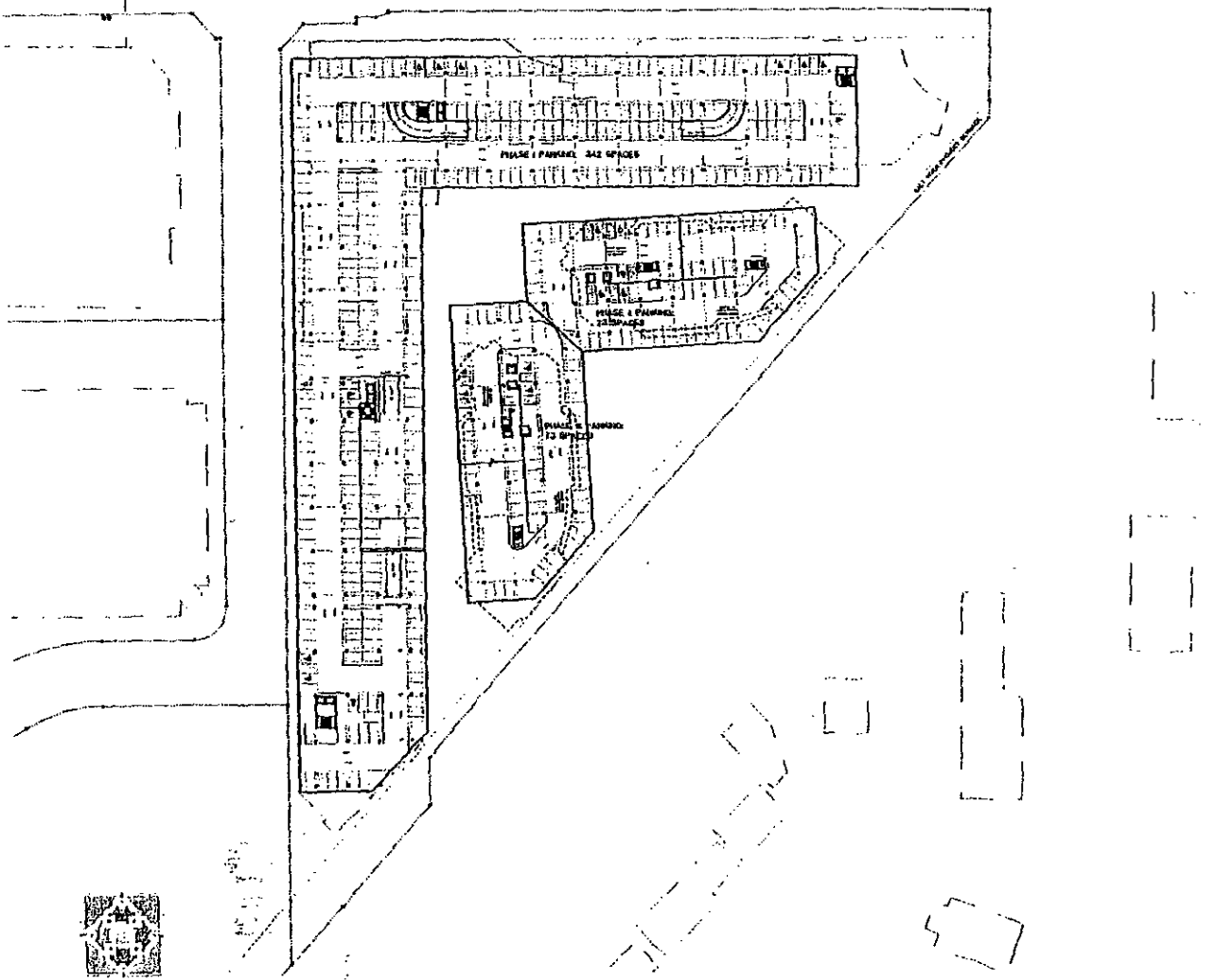
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PARKING PLAN - LL-3
 Scottsdale Waterfront
 Scottsdale Waterfront I L.C. **A2.2**

9/22/2003

Exhibit D
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REVISION B
 DATE 100 of 6/6



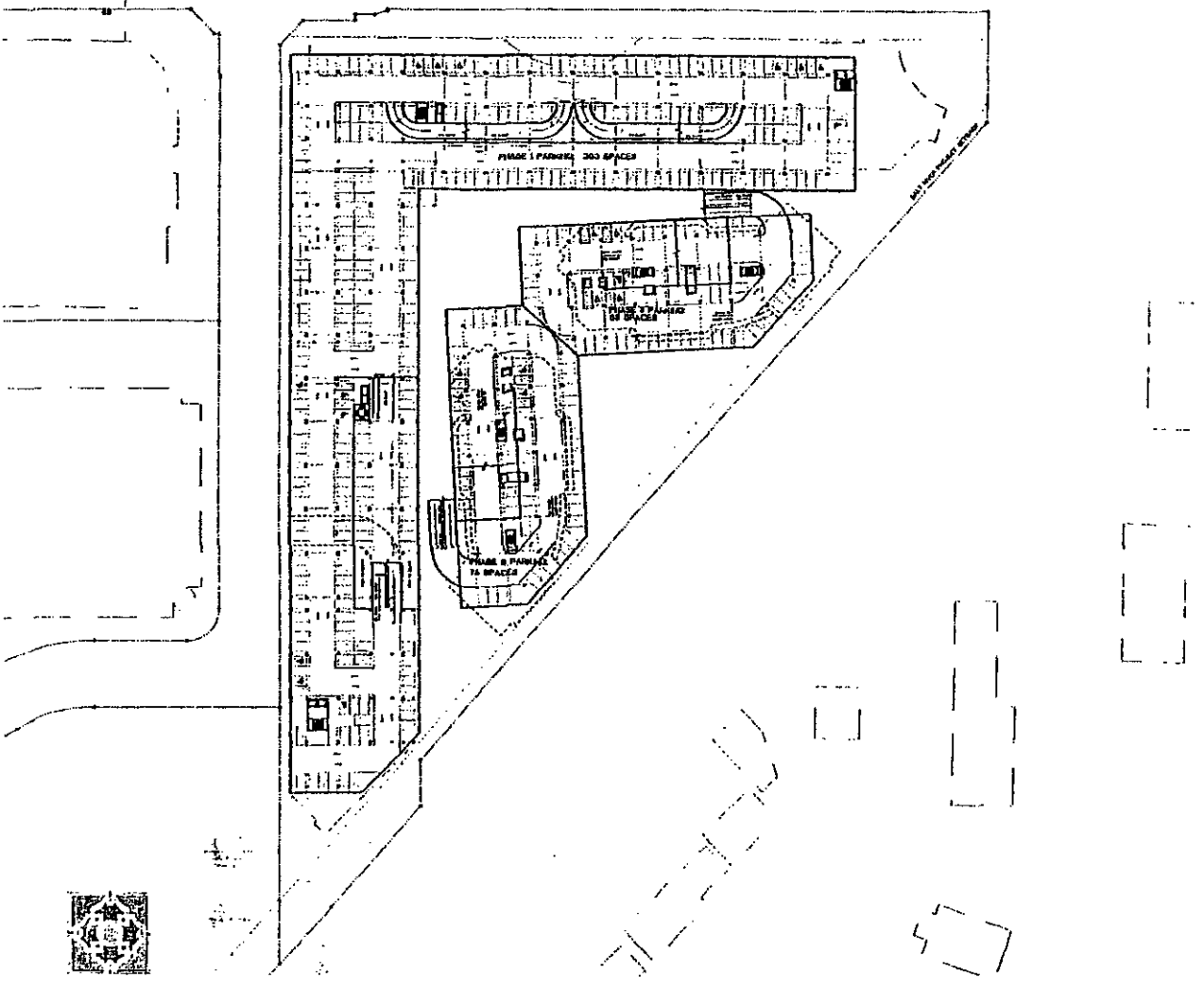
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PARKING PLAN - LL-2
 Scottsdale Waterfront
 Scottsdale Waterfront LLC

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


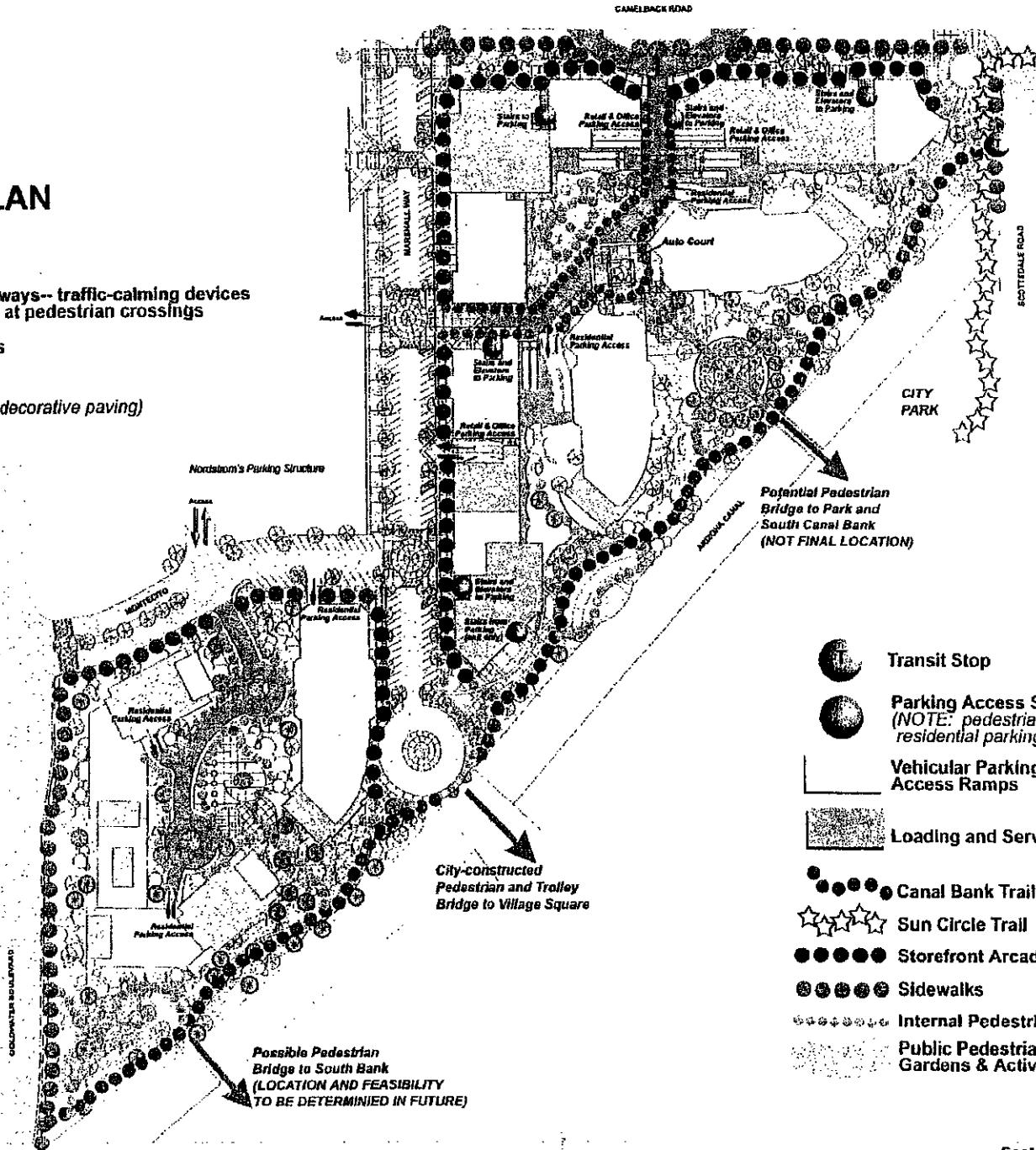
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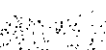
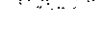
Exhibit D
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CIRCULATION PLAN

-  Public Streets
-  Public Streets & Driveways-- traffic-calming devices and decorative paving at pedestrian crossings
-  Private Internal Streets and Drives (at grade)
-  Private Internal Street (extended speed table, decorative paving)



-  Transit Stop
-  Parking Access Stairs (NOTE: pedestrian access to residential parking is within building lobby)
-  Vehicular Parking Access Ramps
-  Loading and Service Areas
-  Canal Bank Trail
-  Sun Circle Trail
-  Storefront Arcades & Walkways
-  Sidewalks
-  Internal Pedestrian Paths
-  Public Pedestrian Plazas, Gardens & Activity Areas

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COPPER STATE ENGINEERING, INC.

C I V I L / G E O T E C H N I C A L S E R V I C E S

October 1, 2003

Mr. Paul Smith
 Technical Solutions
 3610 N. 44th Street, Suite 240
 Phoenix, Arizona 85018

Subject: 6900 E. Camelback Office Building and Penthouse
 CSE-993

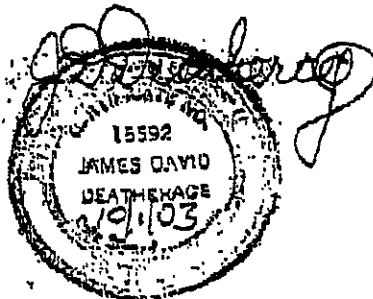
Dear Mr. Smith,

Copper State Engineering, Inc., (CSE), herewith submits a summary of the methods and results obtained during our site work on September 29, 2003 at the 6900 E. Camelback office building. The purpose of the work was to measure the height of the building relative to the finished floor elevation at ground level, with an accuracy of +/- one to two inches. CSE was given the finished floor elevation at ground level (1291.90) to use as a starting point. This elevation came from a Building Height Exhibit prepared by Registered Land Surveyor Mr. Jason Segnerl dated 11/1/02, and is based on a bench mark elevation of 1277.619 NAVD '88 for the brass cap in the intersection of Scottsdale and Camelback Roads. CSE assumed this elevation for the starting point on the tiled floor just inside the center of the main entrance on the south east side of the building. Using a 25-foot long graduated fiberglass survey rod, a Nikon automatic level, and a 200-foot steel chain, CSE measured the height difference between the finished floor ground level and the highest piece of air handling equipment within the mechanical enclosure on top of the penthouse. CSE set up the series of automatic level shots from the top of the mechanical enclosure, on the deck of the penthouse, and on the ground outside the building. The steel chain was lowered from the deck of the penthouse to a point on a wool stake in the lawn directly underneath the penthouse. A temperature correction of 0.351 inches to the total height was included to compensate for the 105-degree F temperature of the calibrated steel chain.

The height to the top of the air handler was 138.81 feet above the first floor reference elevation, at an elevation of 1430.71. There were several antennas on top of the building. The highest antenna was 155.33 feet above the first floor reference elevation, at an elevation of 1447.2. Please contact CSE with questions or comments.

Respectfully submitted,
 Copper State Engineering, Inc.

J. David Deatherage, P.E.
 Senior Geotechnical Engineer



16621 N. 91st STREET, SUITE 104, SCOTTSDALE, AZ 85260
 (480) 368-1551 FAX (480) 368-1556

EXHIBIT B
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Exhibit F
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Copper State Engineering, Inc.

Scottsdale, Arizona 85260
(480) 368-1551
Fax (480) 368-1556

JOB CSE993

SHEET NO. 6900 E. Camelback OF _____

CALCULATED BY JDD

DATE _____

CHECKED BY _____

DATE 12/1/03

SCALE _____

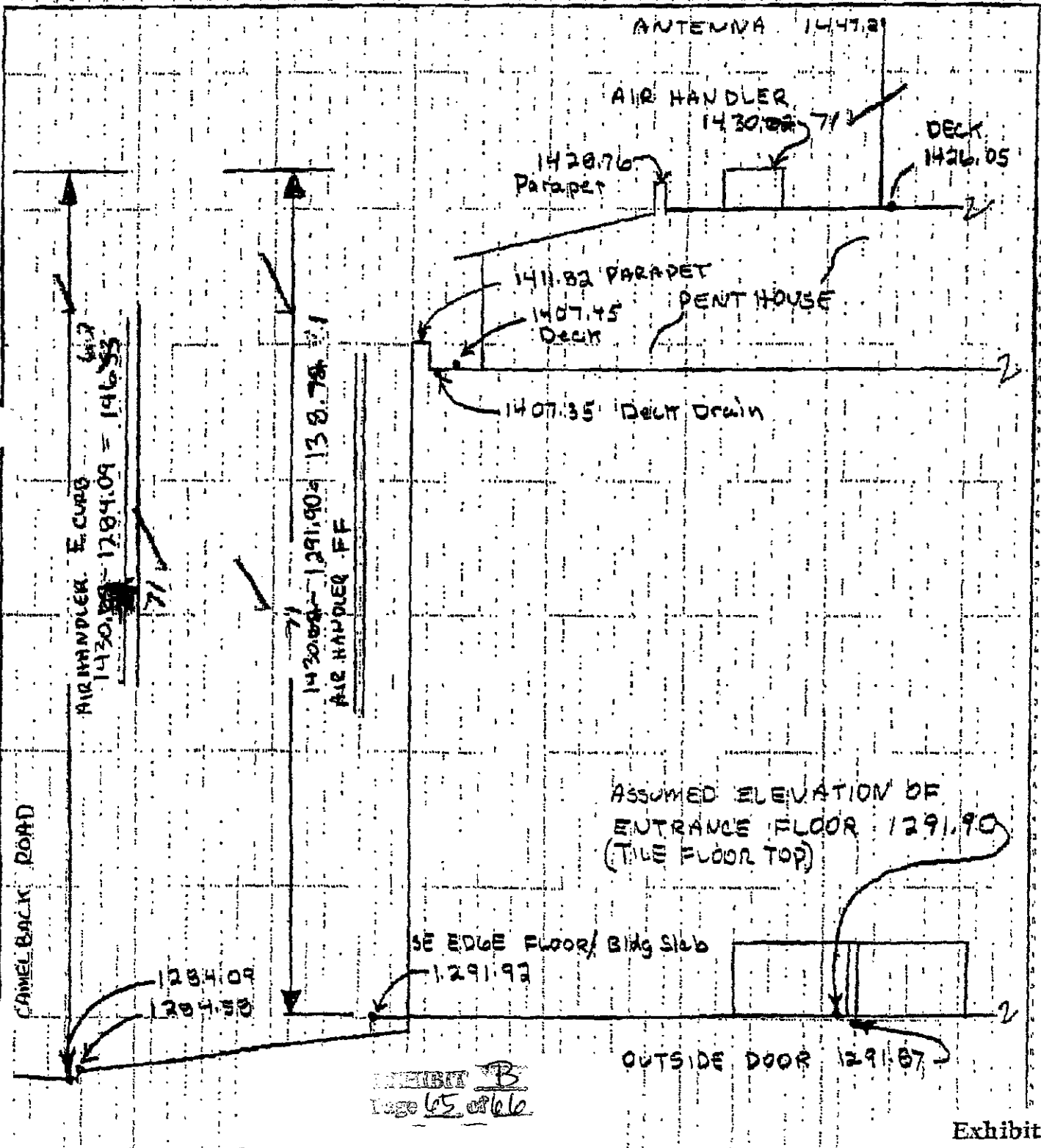


EXHIBIT B
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TOP OF MECHANICAL SCREEN
ELEVATION = 1428.62

TOP OF PARAPET
ELEVATION = 1411.7



6900 EAST CAMELBACK ROAD
TOP OF MECHANICAL SCREEN ELEVATION = 1428.6
TOP OF PARAPET ELEVATION = 1411.7
FINISHED FLOOR AT GROUND LEVEL ELEVATION = 1291.90
BUILDING HEIGHT (GROUND LEVEL TO THE TOP OF THE
MECHANICAL SCREEN) = 136.7

7150 EAST CAMELBACK ROAD
TOP OF METAL ROOF ELEVATION = 1378.1
TOP OF PARAPET ELEVATION = 1367.7
FINISHED FLOOR AT GROUND LEVEL ELEVATION = 1281.98
BUILDING HEIGHT (GROUND LEVEL TO THE TOP OF THE
METAL ROOF) = 96.1

BENCHMARK:
MARICOPA COUNTY BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF SCOTTSDALE ROAD
AND CAMELBACK ROAD. ELEVATION = 1277.619 NAVD '88

NOTE:
THE ABOVE INFORMATION WAS MEASURED WITHOUT ROOF ACCESS THROUGH THE USE OF AN
ELECTRONIC TOTAL STATION. ANGLES WERE RECORDED FROM MULTIPLE LOCATIONS TO THE ROOF.
THE RECORDED ANGLES WERE USED TO TRIANGULATE THE ROOF ELEVATIONS AS SHOWN ABOVE.



8040 E. HAINTREE DR.
SUITE C-1A
SCOTTSDALE, AZ 85240
PH (480) 822-0780
FX (480) 822-0761



BUILDING HEIGHT EXHIBIT

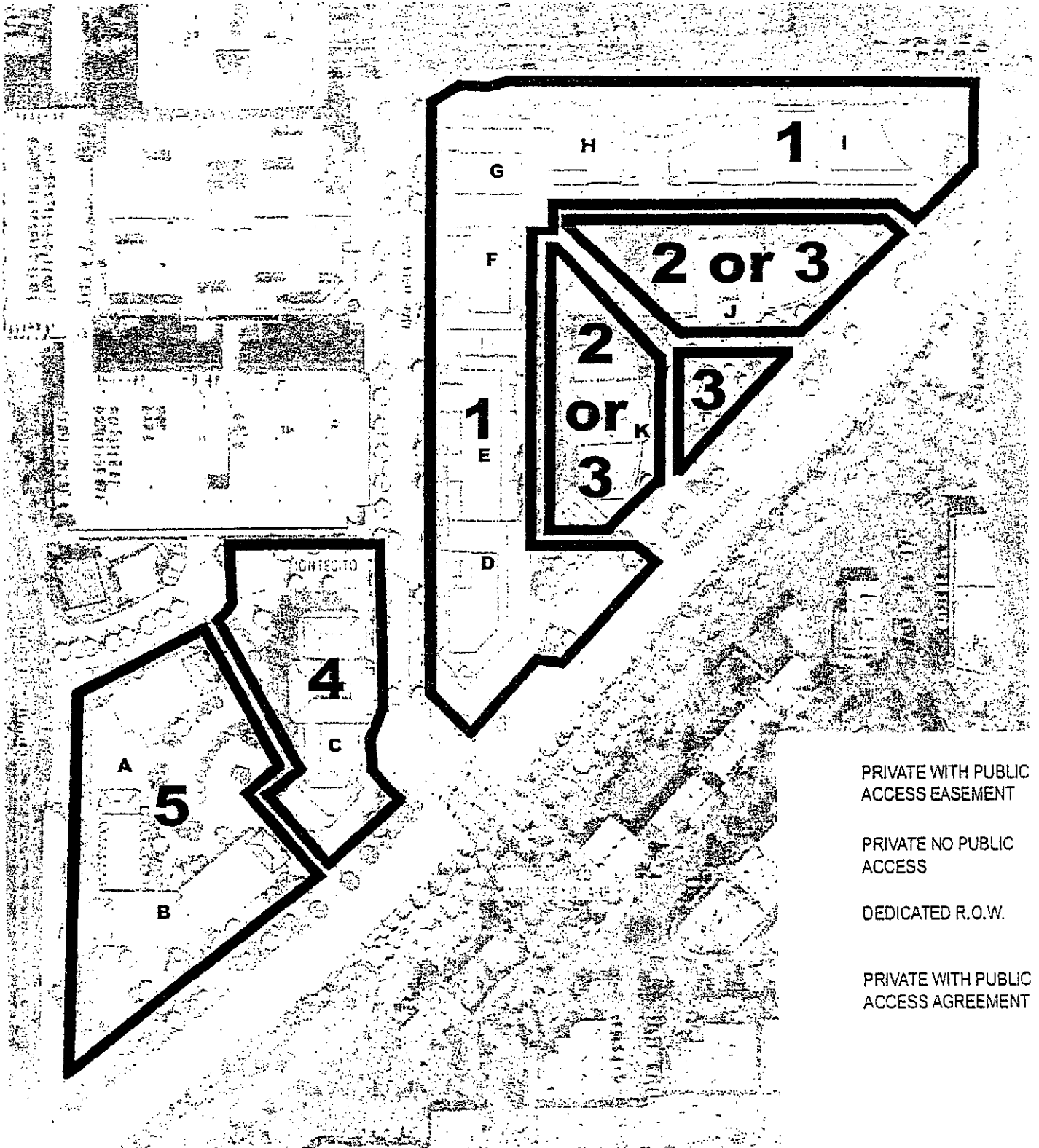
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SCALE 1/2"	UNION JAG	CHECK ELS
		SHEET 1 OF 1

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EXHIBIT C
PHASING SCHEDULE

Phase	Commence Construction (substantial vertical construction above or below grade)	Complete Construction (Issuance of Temporary Certificate of Occupancy)
1	3-31-05	12-31-06
2	6-30-07	6-30-09
3	9-30-09	9-30-11
4	12-31-09	12-31-11
5	12-31-10	12-31-12



PRIVATE WITH PUBLIC ACCESS EASEMENT

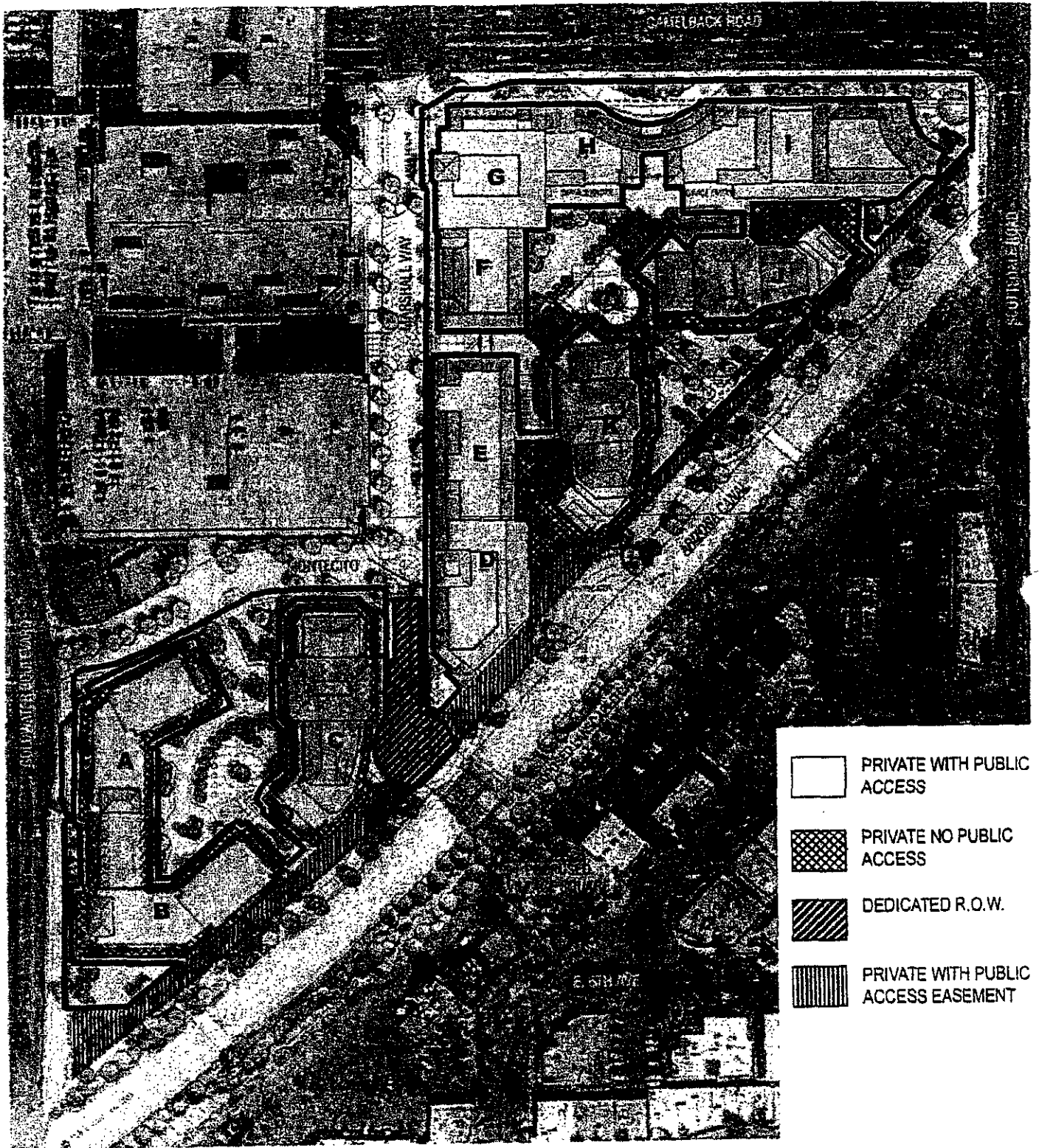
PRIVATE NO PUBLIC ACCESS





DEDICATED R.O.W.

PRIVATE WITH PUBLIC ACCESS AGREEMENT



9.22.03



-  PRIVATE WITH PUBLIC ACCESS
-  PRIVATE NO PUBLIC ACCESS
-  DEDICATED R.O.W.
-  PRIVATE WITH PUBLIC ACCESS EASEMENT



WHEN RECORDED, RETURN TO:

James B. Connor, Esq.
Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016-9225

RELEASE AND TERMINATION OF EASEMENTS

This Release and Termination of Easements is executed by the City of Scottsdale, an Arizona municipal corporation (the "City"), as of this ____ day of _____, 2003.

WHEREAS, pursuant to that Pedestrian Plaza Easement Agreement (Palm Circle Parcel), dated October 6, 1996, and recorded October 7, 1996 as instrument number 96-0714070 in the Official Records of Maricopa County, Arizona, PVD Palm Circle, L.L.C., a Delaware limited liability company granted certain easement rights to the City; and

WHEREAS, pursuant to that Pedestrian Plaza Easement Agreement (Periphery Land), dated October 6, 1996, and recorded October 7, 1996 as instrument number 96-0714069 in the Official Records of Maricopa County, Arizona, PVD Periphery, L.L.C., a Delaware limited liability company granted certain easement rights to the City; and

WHEREAS, the need by the City for the two easements referenced in the foregoing paragraphs (the "Easements") has expired and the City is willing to release, relinquish, terminate and cancel said Easements, in accordance with Section 10 of each of the Easements; and

WHEREAS, concurrently with termination of the Easements, the City has been granted a new easement pursuant to the terms of that certain Development Agreement dated _____, 2003 and recorded _____, 2003 as instrument number _____ in the Official Records of Maricopa County, Arizona.

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby releases, relinquishes, terminates and cancels the Easements. The undersigned further represents that it is the sole holder of the above-referenced Easement, and no consents of any other person is required to allow this release and termination to be effective.

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination of Easement to be effective as of the date first written above.

EXHIBIT E
Page 1 of 2

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
Its: _____

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2003, by _____, as _____ of the City of Scottsdale, an Arizona
municipal corporation.

Notary Public

My Commission Expires:

When recorded, return to:

One Stop Shop Records
 Ed Gawf (Deputy City Manager's Office)
 City of Scottsdale
 7447 E. Indian School Road Suite 100
 Scottsdale, AZ 85251

IRREVOCABLE PUBLIC ACCESS EASEMENT AGREEMENT

THIS IRREVOCABLE PUBLIC ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into effective as of the ___ day of _____, 200_ ("Effective Date"), by and between SCOTTSDALE WATERFRONT, L.L.C., an Arizona limited liability ("SWF") and CITY OF SCOTTSDALE, an Arizona municipal corporation and a political subdivision of the State of Arizona ("City"). SWF and the City are sometimes referred to in this Agreement collectively as the "Parties" or individually as a "Party".

RECITALS:

A. SWF is proposing to design, develop, construct and operate a mixed-use real estate project (the "Project") on property generally located at the southwest corner of Camelback and Scottsdale Roads in Scottsdale, Arizona. Such Project shall include certain walkway and open areas. City desires that SWF pursue and complete such Project, but City has requested that portions of the Project generally located along the boundary with the Arizona Canal (the "Easement Area") be available for use by the general public. The Easement Area is legally described on the attached Exhibit A.

B. SWF and City have entered into that certain "Development Agreement" (herein so called), dated _____, 2003, which is recorded in the Recorder's Office for Maricopa County, Arizona (the "Recorder's Office"). The Development Agreement provides that SWF will grant an easement to City upon the Easement Area for the Permitted Uses (as defined below), as well as the non-exclusive right and easement to utilize all reasonable means of ingress and egress thereto and other related rights appurtenant thereto to permit the unobstructed use of the Easement Area for the Permitted Uses by the general public at the times and upon the terms and conditions set forth in this Agreement.

C. All references in this Agreement to SWF will be deemed to be the then-owner of fee title to the Land (or, if more than one, then the owners of any portion of the Land) and/or its respective successor-in-interest.

D. All capitalized terms used in this Agreement which are not defined in this Agreement shall have the meaning ascribed to such terms in the Development Agreement.

EXHIBIT F
 Page 1 of 8

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual representations, promises, warranties, covenants and agreements contained below, the conveyance to be made under this Easement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** SWF hereby grants to City, subject to the terms and conditions set forth herein, an easement to use the Easement Area, together with a non-exclusive right and easement to use all reasonable means of ingress and egress thereto located on the Project and other related rights appurtenant thereto for the purpose of providing unobstructed pedestrian access for the general public to and from the Easement Area (collectively, the "**Easement Premises**"); provided, however that: (i) SWF shall have the right to alter the location of any entrance, exit, accessway or facility located on the Easement Premises owned by SWF as long as each replacement entrance, exit, accessway or facility is comparable in size and convenience to City and the general public, the relocation activities do not unduly interfere with City's and the general public's use of the Easement Premises, and in all other respects SWF exercises such relocation rights in its reasonable discretion; and (ii) SWF shall have the right to grant additional non-exclusive easements and such other similar rights with respect to the Easement Premises as may be necessary for utilities and such other similar matters as SWF deems necessary in its reasonable discretion, provided that such easements and other rights do not unreasonably interfere with City's or the general public's use and enjoyment of the Easement Premises and the rights granted under this Agreement.

2. **Term.** The burdens and benefits of this Agreement are perpetual in duration and are intended to be appurtenant to, and to run with, the land. Without the consent of City, this Agreement shall not be terminated.

3. **Use and Enjoyment of Easement Area.** The City shall control the Easement Area generally in accordance with the City's park use restrictions.

4. **Maintenance and Repair of the Easement Area.** SWF hereby acknowledges and agrees that SWF shall at all times keep and maintain the Easement Area and all improvements or personalty placed thereon in a good state of repair and that any and all costs and expenses incurred in connection with the construction, maintenance, repair, restoration or replacement of the Easement Premises shall be the sole responsibility of SWF.

5. **Damage to or Destruction of the Easement Area.** If, during the Agreement term, the Easement Area shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, either in whole or in part, SWF shall, promptly and in a commercially reasonable manner, remove any resulting debris and repair and/or rebuild the damaged or destroyed structures and other improvements, including any improvements made by SWF or City, in accordance with the plans and specifications pursuant to which the Easement Area was constructed. City and SWF agree that any insurance proceeds shall be made available to SWF for the restoration and repair of the Easement Area.

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2 of 8

6. **City Indemnity Obligation.** City shall indemnify, defend and hold SWF harmless from and against any and all losses, costs and expenses (including reasonable attorneys' fees) that are caused by any negligent acts, errors or omissions of City or its agents, employees, contractors, subcontractors, representatives or delegates, except for any such loss, cost or expense caused by SWF's own negligence or misconduct. Such indemnity obligation shall survive a termination of City's rights under this Easement Agreement.

7. **SWF Indemnity Obligation.** SWF shall indemnify, defend and hold City harmless from and against any and all losses, costs and expenses (including reasonable attorneys' fees) that are caused by any negligent acts, errors or omissions of SWF or its agents, employees, contractors, subcontractors, representatives or delegates, except for any such loss, cost or expense caused by City's own negligence or misconduct. Such indemnity obligation shall survive a termination of City's other rights under this Easement.

8. **Taxes.** SWF shall timely pay any and all real property taxes or assessments levied against and/or allocable to the Easement Premises.

9. **Attorneys' Fees.** If any of the Parties hereto shall initiate suit against any other Party as a result of any alleged breach or failure of the other to fulfill or perform an covenants or obligations to be performed by it under this Easement Agreement, or for declaratory relief seeking any determination of such Parties' rights or obligations hereunder, then in such event, the prevailing Party in such action shall, in addition to any other relief granted or awarded by the Court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suite and those incurred in preparation thereof, at both trial and appellate levels.

10. **Entire Agreement.** This Easement Agreement and the Development Agreement, together with all Exhibits attached thereto, contain the entire agreement and understanding of SWF and City and supersede all prior agreements and understandings, as to the subject matter hereof. The Parties expressly acknowledge and agree that any discussion outlines and transaction outlines utilized during the course of negotiations do not constitute binding agreements of the Parties and shall not be utilized to interpret or construe any provision of this Easement Agreement. This Easement Agreement shall not be modified, superseded or revoked, except by an agreement in writing duly executed and delivered by the Parties hereto.

11. **Release of Easement.** City or its successors and assigns may terminate this Easement Agreement by recording a release in recordable form at the Office of the Recorder of Maricopa County, Arizona, whereupon all rights, duties and liabilities hereby created shall terminate.

12. **Nondisturbance.** SWF, its successors and assigns, shall not encumber or take any action to cause the Easement Premises to be encumbered with a lien or encumbrance superior or prior to the City's rights pursuant to this Easement Agreement. If at the present time, or at any time or times, the Easement Premises, or any part thereof, is or becomes encumbered by a lien or encumbrance superior or prior to the City's rights pursuant to this Easement Agreement, then SWF, its successors or assigns, shall take all action necessary to remove and discharge such prior lien or encumbrance from the Easement Premises.

13. **Estoppel Certificate.** From time to time upon written request by a requesting Party, the other Party shall, within twenty (20) days of such request, deliver to the requesting Party a certificate: (i) stating that this Agreement (without regard to, and excluding compliance with, governmental and regulatory matters) is in full force and effect and that the requesting Party is not in default under this Agreement (or specifying any default which the certifying Party may wish to allege); (ii) certifying the commencement date of this Agreement; (iii) certifying as to a true, correct and complete copy of this Agreement; (iv) certifying that such certifying Party does not hold any claims or demands under this Agreement against the requesting Party (or specifying any such claims or demands which such certifying Party may wish to allege); and (v) setting forth such other information about this Agreement which the requesting Party may reasonably request. The certifying Party understands and agrees that any such certificate may be relied upon by any third parties to whom the same is presented.

14. **Running of Benefits and Burdens.** All provisions of this Easement Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the tenants, heirs, assigns, successors and personal representatives of the Parties.

15. **No Waiver.** The waiver by one Party of the performance or observance of any covenant or condition to be performed or observed by the other hereunder shall not invalidate this Easement Agreement, nor constitute a waiver by such Party of any other covenant or condition to be performed or observed by the other hereunder.

16. **Non-liability of City Officials and Members of SWF.** No official, representative, agent, attorney or employee of City shall be personally liable to SWF, or to any successor in interest to SWF, in the event of any default or breach by City or for any amount which may become due to SWF or its successors, or with respect to any obligation of City under the terms of this Easement Agreement. Notwithstanding anything contained in this Easement Agreement to the contrary, the liability of SWF under this Easement Agreement shall be limited solely to its assets and shall not extend to or be enforceable against the individual assets of (i) any of the members of SWF; or (ii) officers or directors of any members of SWF.

17. **Construction.** This Easement Agreement shall be construed in accordance with the laws of the State of Arizona. The rule of strict construction shall not apply to this Easement Agreement. The Section headings contained in this Easement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Easement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to confer a usable right of enjoyment upon the City is implemented.

18. **No Third Party Beneficiaries.** No person or entity shall be a third party beneficiary to this Agreement, except the Indemnified Parties referred to in the indemnification provisions of this Agreement shall be third party beneficiaries of such indemnification provisions.

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State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 200_, by _____, the _____ of City of Scottsdale, an Arizona municipal corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

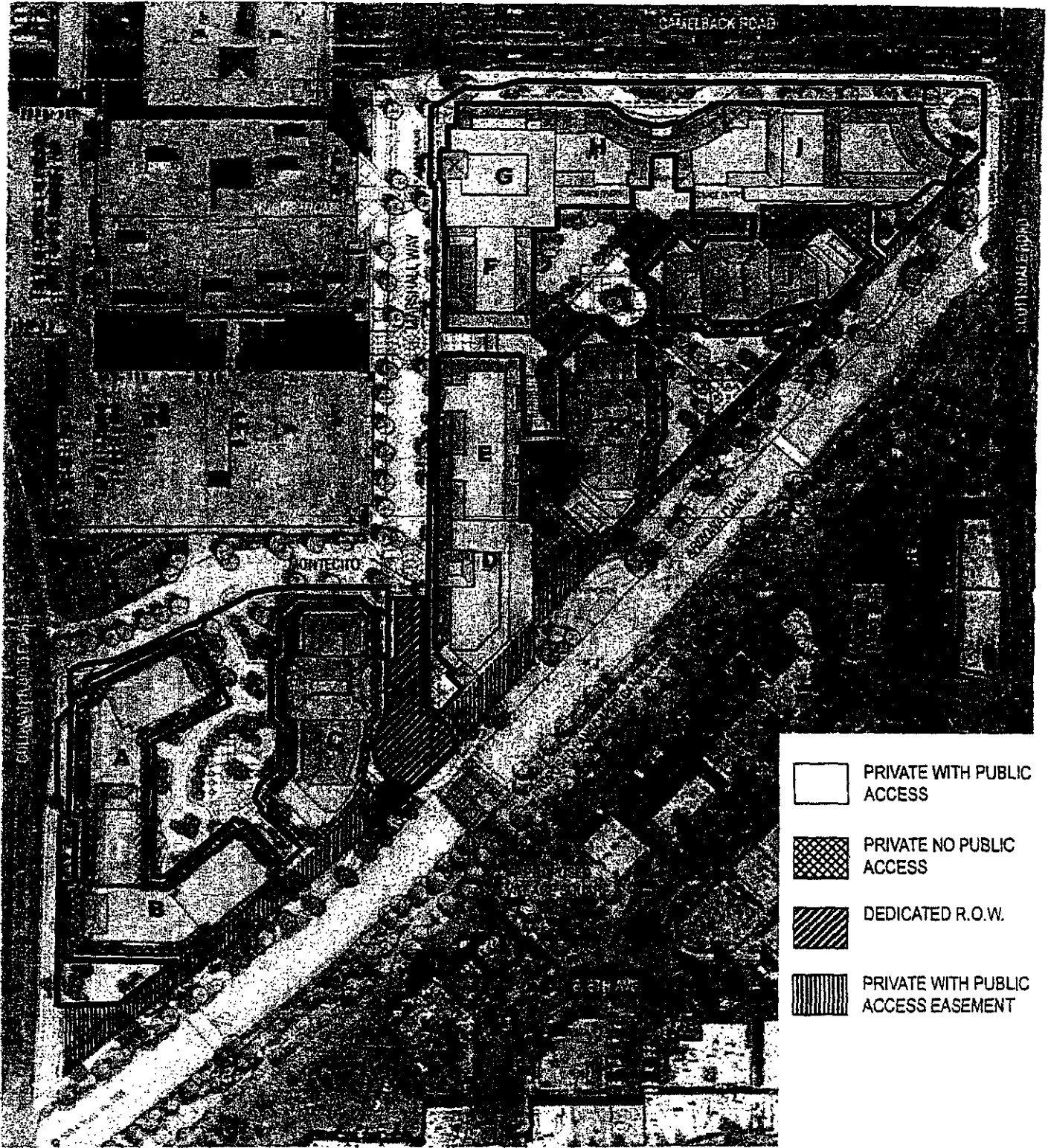
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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

[to be determined -- not entire Project -- just Easement Area identified as "private with Public Access Easement" on Open Space Plan]

~~SECRET~~ E
7 of 8



-  PRIVATE WITH PUBLIC ACCESS
-  PRIVATE NO PUBLIC ACCESS
-  DEDICATED R.O.W.
-  PRIVATE WITH PUBLIC ACCESS EASEMENT



9.22.03

EXHIBIT F
Page 8 of 8

OPEN SPACE PLAN
Scottsdale Waterfront
Scottsdale Waterfront, L.L.C



EXHIBIT G
ACCESS AREA RESTRICTIONS

The following restrictions shall apply use of the public access area:

- All persons using the area shall comply with all federal, state, county, and city laws, rules, and regulations.
 - The owner or person in custody of a dog shall immediately pick up all dog droppings and deposit them in a trash receptacle or remove them from the area.
 - No person shall throw, deposit or place any commercial or non-commercial handbill in the area.
 - No littering shall be permitted.
 - No loud noise, public address system, disorderly conduct, disruptive behavior, or panhandling shall be permitted.
 - No sale of food, beverages, and other merchandise shall be permitted.
 - No glass, ceramic, or breakable plastic food or beverage containers shall be permitted.
 - No camping, sleeping, or open or contained fires shall be permitted.
 - No bathing in fountains or other water features shall be permitted.
 - No person shall ride skateboards, roller skates or roller blades, bicycles, or scooters.
 - No deadly weapons shall be permitted unless carried pursuant to a valid permit. A deadly weapon is anything designed for lethal use and includes firearms.
 - No discharge of firearms shall be permitted.
 - No person shall be in or use the area at any time between 10:00 p.m. and sunrise unless otherwise approved by the owner of the access area.
 - No vehicles, other than maintenance vehicles, shall be permitted.
 - No gas powered model airplanes or incendiary model rockets shall be permitted.
 - No willful, negligent, or reckless discharge or other use that could propel any object or projectile capable of causing serious physical injury, including archery, air gun, BB gun, pellet gun, dart gun, cross bow, slingshot, blowgun, javelin, or spear, shall be permitted. Serious physical injury shall include any injury that create a reasonable risk of death or which causes serious and permanent disfigurement, serious impairment of heath or loss or protracted impairment of the function of any bodily organ or limb.
- No person shall tether, launch or land a hot air balloon in the area, except in the case of emergency.
- No public protest, organized or spontaneous, shall be permitted.

WHEN RECORDED, RETURN TO:

GALLAGHER & KENNEDY, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016-9225
Attention: James A. Connor

PARKING EASEMENT AGREEMENT

by and between

**SCOTTSDALE WATERFRONT, L.L.C.,
an Arizona limited liability company,**

and

**CITY OF SCOTTSDALE,
an Arizona municipal corporation, as City**

EXHIBIT H
page 1 of 21

PARKING EASEMENT AGREEMENT

This PARKING EASEMENT AGREEMENT (this "**Easement**") is made and entered into effective as of the _____ day of _____, 2003 (the "**Effective Date**"), by and between SCOTTSDALE WATERFRONT, L.L.C., an Arizona limited liability company ("**SWF**"), and CITY OF SCOTTSDALE, an Arizona municipal corporation ("**City**"). SWF and City are sometimes referred to in this Agreement collectively as the "**Parties**" or individually as a "**Party**".

RECITALS:

A. SWF has constructed one or more phases of a mixed-use real estate project (the "**Project**") on property generally located at the southwest corner of Camelback and Scottsdale Roads, in Scottsdale, Arizona. Such Project included parking facilities upon a portion thereof (the "**Garage**"), which is legally described on **Exhibit "A"** attached hereto. City has requested that certain parking spaces be provided in the Garage for use by the general public.

B. SWF and City have entered into that certain "**Development Agreement**" (herein so called), dated _____, 2003, which is recorded in the Recorder's Office for Maricopa County, Arizona (the "**Recorder's Office**"). The Development Agreement provides that SWF will grant an easement right to City in regard to 300 parking spaces in the Garage for the Permitted Uses (as defined below), as well as the non-exclusive right and easement to utilize all entrances, exits, driveways, accessways, garage facilities and other related rights appurtenant thereto to permit the unobstructed use of the 300 parking spaces for the Permitted Uses by the general public at the times, and upon the terms and conditions set forth in this Agreement.

C. All references in this Agreement to SWF will be deemed to be the then-owner of fee title to the Garage and/or its respective successor-in-interest.

D. All capitalized terms used in this Agreement which are not defined in this Agreement shall have the meaning ascribed to such terms in the Development Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in the Development Agreement and in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWF and City agree as follows:

1. **Easement.** During the term of this Agreement, SWF hereby grants to City, subject to the terms and conditions set forth herein, an easement to use 300 second-level parking spaces (to be designated by SWF) in the Garage as described in **Exhibit A**, together with a non-exclusive right and easement to use all entrances, exits, driveways, accessways and garage facilities located in and adjacent to the Garage and other related rights appurtenant thereto for the purpose of providing unobstructed vehicular and pedestrian access for the general public to and from the 300 parking spaces in the Garage and the use of such parking spaces by the general public (collectively, the "**Easement Premises**"); provided, however that: (i) SWF shall have the right to

EXHIBIT H
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alter the location of any entrance, exit, driveway, accessway or garage facility located on the Easement Premises owned by such SWF as long as each replacement entrance, exit, driveway, accessway or garage facility is comparable in size and convenience to City and the general public, the relocation activities do not unduly interfere with City's and the general public's use of the Easement Premises, and in all other respects SWF exercises such relocation rights in its reasonable discretion; and (ii) SWF shall have the right to grant additional non-exclusive easements and such other similar rights with respect to the Easement Premises as may be necessary for utilities and such other similar matters as SWF deems necessary in its reasonable discretion, provided that such easements and other rights do not unreasonably interfere with City's or the general public's use and enjoyment of the Easement Premises and the rights granted under this Agreement.

2. Term.

2.1 Time of day. The 300 parking spaces provided hereby shall be designated and available at all times except for between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding public holidays). Notwithstanding the foregoing, SWF may close portions of the Garage, including the Easement Premises, from time to time as reasonably required in order to repair, maintain, replace, and restore including as part of normal operations, or in the event of a casualty or condemnation.

2.2 Perpetual. The burdens and benefits of this Agreement are perpetual in duration and are intended to be appurtenant to, and to run with, the land. Without the consent of City, this Agreement shall not be terminated.

2.3 Commencement. The burdens and benefits of this Agreement shall commence upon completion of construction of the Garage.

2.4 Early Termination. Notwithstanding any terms to the contrary set forth in this Agreement, this Agreement is subject to early termination only upon the mutual agreement of the parties.

3. Compensation. City shall not be obligated to pay any compensation to SWF pursuant to this Agreement, except in the event City agrees or elects to charge or impose a fee, rent or similar charge, or any other consideration to the public, for the use of the Easement Premises, including without limitation, charges imposed in conjunction with parking valet services (as may be specifically permitted under this Agreement). In the event City does so agree or elect, then City and SWF shall agree upon a reasonable method and means for City to pay its reasonably allocated share of operating and maintenance costs and expenses, costs for insurance, taxes (including transaction privilege or similar taxes, if applicable), utilities and security, and costs of alteration including improvements (as described herein). For this purpose, the parties may agree to engage a third party parking facilities operator.

4. Permitted Uses. City shall use the Easement Premises for public parking (the "Permitted Uses"). The Permitted Uses shall not include City's use of the Easement Premises for storage of city vehicles.

EXHIBIT 1
Page 3 of 21

4.1 **Valet Parking**. Either party is expressly authorized to use a reasonable number of parking spaces within the Garage, including the Easement Premises, for valet parking in accordance with a validly issued valet license and, subject to **Section 3**, above, to charge a reasonable amount for valet services; provided, however, that such valet services must be available to the general public and must be provided by a reputable valet operator.

4.2 **Public Use**. In absence of an agreement between the parties pursuant to **Section 3**, neither SWF nor City shall charge the public for use of all or any part of the Easement Premises.

5. **Alterations and Maintenance**. Except as expressly provided in this Agreement, SWF shall be solely responsible for all improvements to and maintenance of the Garage during the Agreement Term.

5.1 **Alterations**. SWF, at SWF's sole cost and expense, and with approval of the City, which approval will not unreasonably be withheld, shall make any and all alterations and additions to the Garage necessary to maintain the Garage in accordance with the standards set forth below. If, during the Agreement term, any law, rule or regulation of general application shall require any change, alteration, addition or correction to the Garage, SWF, at SWF's sole cost and expense, shall promptly make such change, alteration, addition or correction in accordance with plans and specifications approved in writing by City; provided, however, that nothing in this Section shall prohibit SWF from challenging, by appropriate administrative and legal proceedings, the applicability of any law, rule or regulation to the Garage. Any approved alterations, modifications or additions shall be completed by SWF, at SWF's sole cost and expense, and City shall not, under any circumstances, have any obligation to compensate SWF in any manner for any of the alterations, modifications or additions.

5.2 **Maintenance by SWF**. SWF shall at all times during the Agreement Term, at SWF's sole cost and expense, maintain the Garage in good order, condition and repair and in accordance with the practices prevailing in the operation of similar type multi-level garage structures in the greater metropolitan Phoenix, Arizona area. City shall have no maintenance or repair obligations with respect to the Garage. Without limiting the generality of the foregoing, SWF shall be responsible for and shall do the following:

5.2.1 Maintain the surface of parking and pedestrian facilities within the Garage and of all sidewalks on the Easement Premises, smooth and evenly covered with the type of surfacing material originally installed on such surfaces, or with a substitute that is in all respects substantially equal in quality, appearance and durability to the original type of surfacing material;

5.2.2 Remove all papers, debris, filth and refuse and wash or thoroughly sweep paved areas as required;

5.2.3 Maintain such appropriate parking area entrance, exit and directional signs, markers and lights as shall be reasonably required and clean, maintain, relamp and repair such signs, markers and lights;

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5.2.4 Clean lighting fixtures in and on the Garage and the Easement Premises and relamp as needed, and maintain lighting with electric time switches on a 7-day program;

5.2.5 Maintain, repaint, repair and replace striping, markers, directional signs, etc.;

5.2.6 Maintain, repair and replace landscaping as necessary;

5.2.7 Clean, maintain, repair and replace the structure and wall surfaces, doors, vertical transportation and stairs of the Garage and other appurtenances to the Garage;

5.2.8 Employ uniformed personnel for patrol, in such numbers, and during such hours as are prudent for the orderly operation of the Garage;

5.2.9 Clean, maintain, repair and replace all utility lines and systems that are part of the Garage to the extent that the same is not the responsibility of any public or private utility or governmental agency; and

5.2.10 Maintain not less than the 300 minimum number of parking spaces.

5.3 **Management.** Subject to the requirements of this Agreement, management of the Garage shall be in the sole control of SWF, and SWF shall establish the rules and regulations applicable to the Garage. Notwithstanding the foregoing, SWF may assign or delegate its management obligations to third persons; provided, however, that such delegation shall not in any way release SWF from the obligation to see that all of its obligations are timely and properly performed and SWF shall continue to be obligated to render all performances required under this Agreement.

5.4 **Security.** SWF shall provide, consistent with a first class parking facility, security patrols and such other security equipment and personnel as SWF reasonably deems necessary for the health and safety of all persons using the Garage.

6. **Utilities.** SWF shall cause to be furnished to the Garage on a 24-hour per day, seven days a week basis, electricity, water, sewer, waste disposal services, telephone and all other utilities necessary for the operation of the Garage as a public parking facility and shall timely pay all charges, fees, deposits and other amounts owed for such utilities.

7. **Taxes, Liens and Assessments.** SWF shall pay all sales, transaction privilege, income and similar taxes and all Real Property Taxes (as defined below) applicable to the Garage or the Easement Premises during the Agreement Term. All such payments shall be made at least five (5) days prior to the delinquency date for such payment. As used in this Agreement, the term "**Real Property Taxes**" shall include any form of real estate tax or assessment imposed on the Garage or the Easement Premises by any authority having the direct or indirect power to tax, including any local, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.

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8. **Covenant of Non-Interference.** During the Agreement Term, SWF and City shall take no action, construct no improvement and adopt no policy which interferes in any material respect with the right of the public to utilize the Easement Premises (subject to the valet provisions set forth in **Section 4.1** of this Agreement and construction of subsequent Garage phases) within the Garage, unless any such interference or restriction is approved in advance, in writing, by SWF or City, as the case may be, in its reasonable discretion.

9. **Insurance Required.** SWF shall obtain and cause to be in force and effect the following insurance:

9.1 **Commercial General Liability.** SWF shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$10,000,000 for each occurrence, \$10,000,000 Products and Completed Operations Annual Aggregate, and a \$10,000,000 General Aggregate Limit. The policy shall cover liability arising from Easement Premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

9.2 **Automobile Liability.** SWF shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 for each accident for SWF's owned, hired, and non-owned vehicles assigned to or used in the performance of the work or services under this Lease. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

9.3 **Workers' Compensation.** SWF shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes governing SWF's employees engaged in the performance of work or services under this Agreement, and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

9.4 **Special Risk Property.** SWF shall maintain Special Risk Causes of Loss Property coverage, as defined by Insurance Services Office, Inc., in an amount per occurrence equal to full replacement cost of the Easement Premises and all personal property used in connection with the Easement Premises. Property coverage shall include Pollutant Clean Up and Removal with minimum limits of coverage of \$100,000.

9.5 **Boiler and Machinery Insurance.** If applicable, boiler and machinery insurance in the amount of the full replacement cost of all machinery and mechanical equipment.

9.6 **Contractor's Protective.** With respect to any construction involving the Easement Premises, "contractor's protective insurance" covering the interests of contractors, City and SWF, with a minimum limit of One Million Dollars (\$1,000,000) for each occurrence

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and a Two Million Dollars (\$2,000,000) general aggregate limit per policy year. This coverage may be included with the commercial general liability coverage described above.

9.7 Builders' Risk Property Insurance. Builders' risk insurance in the amount of the entire cost of any construction work at or related to the Easement Premises as well as subsequent modifications thereto. Such builder's risk insurance shall be maintained until final payment for such construction work and materials has been made and until no person or entity other than SWF and City has an insurable interest in the Easement Premises, whichever is later. This insurance shall include interests of City, SWF and all subcontractors and sub-subcontractors involved in any SWF's Improvements or other construction work at or related to the Easement Premises during the course of any such construction, and shall continue until all such work is completed and accepted by SWF and City. SWF bears full responsibility for loss or damage to all work being performed at the Easement Premises. Builders' risk insurance shall be on special form (all-risk) policy form and shall also cover false work and temporary buildings and shall insure against risks of direct physical loss or damage from external causes including debris removal and demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs". Builders' risk insurance must provide coverage from the time any covered property comes under SWF's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the Easement Premises, and while on the Easement Premises awaiting installation. The policy will continue to provide coverage when the Easement Premises or any part thereof are occupied. Builders' risk insurance shall be primary and not contributory.

9.8 Other Insurance. Any other insurance City may reasonably require (by notice to SWF describing the same) for the protection of City and City's employees, officials, representatives, officers, directors, and agents (collectively "**Additional Insureds**"), the Easement Premises, SWF, or the activities carried on or about the Easement Premises. Likewise, City may elect by notice to SWF to increase the amount of any insurance to account for inflation, changes in risk, or any other factor that City reasonably determines to affect the prudent amount of insurance to be provided. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities could reasonably purchase. City agrees, however, not to unreasonably withhold its consent to a modification of the insurance requirements set forth herein, if SWF provides reasonable evidence that the type, nature, scope or limits of any insurance coverage is not available on commercially reasonable bases or rates.

9.9 Form of All Insurance. All insurance required by this Agreement shall meet the following requirements:

9.9.1 All liability policies except workers' compensation must name City and the other Additional Insureds as additional insureds. SWF shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement. City may give SWF notice of City's election from time to time that any or all of the Additional Insureds not be named as Additional Insureds with respect to specific insurance coverages.

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9.9.2 All applicable casualty policies must name City as a loss payee.

9.9.3 All policies must provide City with at least thirty (30) days prior notice of any cancellation, reduction or other change in coverage.

9.9.4 All policies shall require that notices be given to City in the manner specified for notices to City under this Agreement.

9.9.5 The insurer's duty to notify City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

9.9.6 All policies shall contain provisions that neither SWF's breach of a policy requirement or warranty, nor failure to follow claims reporting procedures, shall affect coverage provided to City.

9.9.7 All policies shall contain a waiver of any transfer rights of recovery (subrogation) against City and all other Additional Insureds.

9.10 **Form of Required Insurance.** All insurance policies required by this Agreement shall meet the following requirements:

9.10.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted.

9.10.2 Policies must also cover and insure SWF's activities relating to the business operations and activities conducted from the Easement Premises.

9.10.3 SWF must clearly show by providing copies of insurance policies, certificates, formal endorsements or other documentation acceptable to City that all insurance coverage required by this Agreement is provided.

9.10.4 No deductibles, retentions, or "self insured" amounts shall exceed One Hundred Thousand Dollars (\$100,000) in the aggregate per year. SWF shall be solely responsible for any self-insurance amount or deductible. City may require SWF from time to time to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

9.10.5 No deductible shall be applicable to coverage provided to City.

9.10.6 City shall provide forms of new or replacement policies for City's review not less than thirty (30) days prior to the effective date of any new or replacement policy.

9.11 **Insurance Certificates.** SWF shall evidence all insurance required by this Agreement by furnishing to City certificates of insurance annually and with each change in insurance coverage. Certificates must evidence that the policy referenced by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that City and the other Additional

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Insureds are additional insureds and that insurance proceeds will be paid as required by this Agreement. Certificates must be in a form reasonably acceptable to City. All certificates shall be in addition to the actual policies and endorsements required. SWF shall provide updated certificates at City's request.

9.12 **Acceptable Insurers.** All insurance policies required by this Agreement shall be issued by insurers reasonably acceptable to City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

9.13 **Primary Insurance.** All insurance required by this Agreement shall be primary insurance. Any insurance or self insurance maintained by City shall not contribute to SWF's insurance.

9.14 **Risk of Loss.** City is not required to carry any insurance covering or affecting the Easement Premises or use of City's property related to this Agreement. SWF assumes the risk of any and all loss, damage or claims to the Easement Premises or related to SWF's use of the Easement Premises or other property of City, SWF or third parties throughout the term hereof. City expressly disclaims any representation that required insurance is adequate to protect any person or property against any risks related to the Easement Premises or any activities, uses or improvements related to the Easement Premises. SWF's obligations to indemnify do not diminish in any way SWF's obligations to insure as set forth in this Agreement; and SWF's obligations to insure do not diminish in any way SWF's obligations to indemnify as set forth in this Agreement. SWF's obligations to indemnify and provide insurance as set forth in this Agreement are in addition to, and do not limit, any and all other liabilities or obligations of SWF under or connected with this Agreement. SWF shall be responsible for any and all damages to its property and equipment related to this Agreement and shall hold harmless and indemnify City with respect thereto regardless of the cause of such damages. In the event SWF secures other insurance related to the Easement Premises or any improvements, property or uses related thereto, SWF shall effect an endorsement under such policy waiving any and all insurer's rights of subrogation against City and the other Additional Insureds.

9.15 **Insurance to be Provided by Sublessees and Others.** Any sublessees and contractors of SWF, and all other persons working for or on behalf of SWF at the Easement Premises must also provide for the protection of City and all other Additional Insureds all of the liability insurance required from Consultants by this Agreement. The preceding sentence does not require such persons to provide insurance that merely duplicates insurance SWF provides.

10. **Damage to or Destruction of the Garage.** If, during the Agreement Term, the Garage shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, either in whole or in part, SWF shall, promptly and in a commercially reasonable manner, remove any resulting debris and repair and/or rebuild the damaged or destroyed structures and other improvements, including any improvements made by SWF or City, in accordance with the plans and specifications pursuant to which the Garage was constructed. City and SWF agree that any insurance proceeds shall be made available to SWF for the restoration and repair of the

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Garage. Once repairs have been commenced by SWF, SWF shall diligently pursue such repairs until completion, subject to Force Majeure.

11. Indemnification.

11.1 SWF's Indemnification. SWF jointly and severally agrees to defend, pay, indemnify and hold harmless City, its subleases, representatives, agents and employees (collectively, "SWF's Indemnified Parties"; individually, "SWF's Indemnified Party") from and against all claims, lawsuits, causes of action, demands, damages and liabilities (including all reasonable attorneys' fees, costs and expenses incurred in connection therewith), arising out of, resulting from or related in any way to: (i) any action or failure to act, and any representation or admission committed, made, taken or omitted by SWF during the Agreement term; (ii) the performance by SWF or its respective agents, employees, contractors, sub-contractors, representatives or delegates of any of SWF's obligations under this Agreement; (iii) any failure of SWF to comply with any and all of its obligations under this Agreement; (iv) any condition of, in or on the Garage or the Easement Premises; or (v) any injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on, in or adjacent to the Garage and which shall be directly or indirectly caused by any acts performed by or any errors or omissions of SWF or its agents, employees, contractors, sub-contractors, representatives or delegates. Notwithstanding the foregoing, no SWF's Indemnified Party shall be indemnified for any claims arising out of or resulting from the SWF's Indemnified Party's own negligence or misconduct.

11.2 Consultant Indemnity. During the entire term of this Agreement, SWF shall cause all architects, engineers, contractors, construction managers and other consultants, including itself to the extent SWF provides any such services, (collectively "Consultants") contracted to provide professional services in the design, construction, operation or other work regarding the Easement Premises to provide to City the following protections:

11.2.1 To the fullest extent permitted by law, Consultants shall defend, indemnify and hold harmless SWF, City and their respective agents, representatives, officers, directors, officials and employees (including without limitation the Additional Insureds) from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the Consultant's acts, errors, mistakes or omissions relating to professional services relating to the Easement Premises. Consultant's said duty to defend, hold harmless and indemnify shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death; or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes or omissions related to Consultant's professional services relating to the Easement Premises including any person for whose acts, errors, mistakes or omissions the Consultant may be legally liable. This indemnity does not increase or decrease any non-contract liability that may or may not exist independent of this provision and may or may not be covered or coverable by insurance.

11.2.2 Professional liability insurance covering acts, errors, mistakes and omissions arising out of the professional services or work performed by the Consultant or any person employed by him or for whose acts he may be liable, with a limit of not less than Two

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Million Dollars (\$2,000,000) for each claim. Any "claims made" coverage must extend not less than three (3) years after completion of the work.

11.3 **Survival**. The indemnity obligations set forth in this **Section 11** shall survive the expiration and/or termination of this Agreement.

12. **SWF's Records**. SWF shall maintain in a secure and fixed place at the Garage or within the metropolitan Phoenix, Arizona area, for not less than three (3) years after any transaction or event, proper and accurate books, records, ledgers, correspondence and other papers and repositories of information, relating to this Agreement. SWF shall, at SWF's sole cost and expense, permit and assist City and City's representatives at all reasonable times and with reasonable notice to inspect and audit any or all of such information at City's expense. The foregoing shall not apply to confidential records, correspondence and other papers and repositories that are subject to the attorney-client privilege.

12.1 **Activity Report**. Within ninety (90) days following the end of each fiscal year of City, SWF shall, upon written request, assist City in the preparation of a written report (and, if requested by City, a presentation to City's governing Council, its Redevelopment Board, or any other designee) regarding use of the Garage, which shall include a summary of services provided, space usage, community involvement, publicity and other activities.

13. **Compliance with Law**. SWF, as manager, shall, at SWF's sole cost and expense, conduct only lawful operations at the Garage and on the Easement Premises, and shall comply with all applicable federal, state, county and local laws, ordinances, regulations or other rules; provided, however, that no conviction of SWF for violation of the foregoing and no judicial or administrative finding of such a violation, will constitute an Event of Default (as defined below) if the violation that is the basis of the conviction is cured within the applicable notice and cure periods set forth in **Section 15.1** of this Agreement. SWF acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance or favoritism to SWF with regard to), any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Scottsdale or any other governmental body upon or affecting SWF, the Garage, the Easement Premises or SWF's use of the Garage or the Easement Premises. SWF acknowledges that all of SWF's obligations under this Agreement are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all laws and regulations applicable to SWF. In the case of an ordinance or other law of the City of Scottsdale authorizing a credit, reduction in tax or amount assessed, or any similar benefit as a result of performances rendered under this Agreement, SWF expressly repudiates all such benefits with respect to performances rendered under this Agreement. SWF further agrees that this Agreement is not intended to diminish any obligations of SWF to the City of Scottsdale that would be required of SWF by law if this Agreement had been made between SWF and a private citizen. City has not relinquished any right of condemnation or eminent domain over the Garage or the Easement Premises. This Agreement is not intended in any way to impair the City of Scottsdale's power to enact, apply or enforce any laws or regulations, or exercise any governmental powers, affecting in any way SWF or the Garage or the Easement Premises. SWF promises to comply with all applicable laws and City's rights and remedies under this Agreement for breach of such promise

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by SWF are in addition to and do not replace any otherwise existing powers of City or any other governmental body.

14. **Title and Quiet Enjoyment.** SWF represents to City that, at all times that City is not in default under this Agreement, City shall have the peaceable and quiet enjoyment and use of the Easement Premises and the easement rights referred to in **Section 1** of this Agreement, subject to all other terms of this Agreement, including the provisions of **Section 16** hereof.

15. **Default.**

15.1 **Events of Default.** Each and every one of the following events shall constitute an "**Event of Default**" under this Agreement:

(a) **Monetary Default.** The failure by City or SWF to make a payment due under this Agreement if such failure continues for sixty (60) days after the non-defaulting Party has given written notice to the other of such non-payment.

(b) **Non-Monetary Default.** Subject to Force Majeure, if City or SWF fails to observe or perform, in any material respect, any of the other (i.e., the non-monetary) covenants, agreements or provisions in this Agreement and such failure is not cured within thirty (30) days after written notice to such defaulting Party; provided, however, that if it is not reasonably possible to cure such default within such thirty (30) day cure period, such cure period shall be extended if within thirty (30) days after such written notice, the defaulting Party commences diligently and thereafter continues commercially reasonable efforts to cure such default.

15.2 **Remedies.** Upon the occurrence of any Event of Default, or at any time thereafter while the Event of Default continues, the non-defaulting Party may, at its option and from time to time, exercise any, all or any combination of the following remedies, in any order and repetitively, at the non-defaulting Party's option:

(a) **Receivership.** Cause a receiver to be appointed for, and for the continuing operation of, the Garage.

(b) **Performance by Non-Defaulting Party.** Pay or perform, to the extent feasible, for the defaulting Party's account and at the defaulting Party's expense, any or all payments or non-construction performances required under this Agreement to be paid or performed by the defaulting Party without liability to the defaulting Party for any loss or damage that may occur to the defaulting Party by reason of such payment or performance by the non-defaulting Party, and if the non-defaulting Party makes such payment or performance, the defaulting Party shall pay to the non-defaulting Party for the amounts so paid immediately upon demand therefore, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment by the non-defaulting Party until repaid in full.

(c) **Specific Performance.** Seek specific performance of the defaulting Party's full and faithful performance of its obligations under this Agreement, other than the defaulting Party's initial construction obligations with respect to the Garage.

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(d) **Additional Remedies.** Subject to the restrictions set forth in **Section 15.2(a)** of this Agreement, in addition to the remedies set forth in **Sections 15.2(a)** through **15.2(d)** of this Agreement, the non-defaulting Party may pursue any and all other remedies (legal, equitable or otherwise) to which a non-defaulting Party may be entitled at law, in equity or under the terms of this Agreement.

15.3 **Cumulative Remedies.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or any other Event of Default by the other Party.

15.4 **Limitation by Liability.** Notwithstanding any other provision of this Agreement to the contrary, in any action or proceeding by a Party (or any other person claiming by, through or as a result of its relationship to such Party) against the other Party which arises from or relates to this Agreement or any alleged breach of this Agreement, the claiming Party shall not be entitled to recover consequential, punitive or multiple damages of any kind or nature against the breaching Party (or any other person for whom the breaching Party is vicariously liable) and any right to recovery of such damages in the absence of this provision is expressly waived.

16. **Non-Disturbance and Attornment.**

16.1 **Quiet Possession.** SWF hereby covenants, warrants and agrees that at all times during the Agreement term, provided an Event of Default by City has not occurred which remains uncured, City shall have full, peaceful and quiet use of the Easement Premises.

16.2 **City's Non-Subordination and Attornment.** Any Trust Deed (as defined below) placed on all or any portion of the Easement Premises shall be subordinate to this Agreement and to all of City's rights hereunder. In the event of any default under the Trust Deed, or any foreclosure action, forced sale, or other proceeding in connection with the Trust Deed, the rights of City under this Agreement, and City's possession of the Easement Premises and other rights under this Agreement shall not be disturbed, City shall not be named as defendant in any such proceedings, and that in the event Lender (as defined below) becomes owner of all or any portion of the Easement Premises, Lender shall accept City as City under this Agreement.

16.3 **Trust Deed and Lender Defined.** As used in this Agreement, the term "**Trust Deed**" includes mortgages, deeds of trust or other similar security instruments and all modifications, consolidations, extensions, renewals, replacements and substitutions thereof, and the word "**Lender**" shall mean any ground lessor, mortgagee, beneficiary or other lender holding security now or hereafter placed upon the Easement Premises, together with any such person's successors and assigns, for which SWF has given City written notice identifying the name and address thereof.

16.4 **Lender's Right to Cure.** City hereby agrees that it will not exercise any right or remedy granted under this Agreement or provided at law or in equity, without first

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giving prior written notice of City's intent to so exercise any right or remedy to any Lender, which notice shall include a statement of the default or event on which such intent to exercise any right or remedy is based. Thereafter, City shall not take any remedial action, if Lender cures such default within thirty (30) days of Lender's receipt of such notice; provided, however, that if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be reasonably necessary to cure the default but in no event more than ninety (90) days from Lender's receipt of the notice referred to in the preceding sentence.

17. **Assignment.** This Agreement and all rights hereunder are not assignable or transferable by either Party, in whole or in part, except in strict compliance with the following, and any purported or attempted assignment or transfer in violation of this **Section 17** shall be null and void and of no force or effect whatsoever, shall constitute a breach of this Agreement and shall vest no rights in the purported transferee or assignee.

17.1 **Transfer By SWF.** SWF shall not assign, transfer, convey or sell (collectively, a "**Transfer**") this Agreement or all or any portion of the Easement Premises except as contemplated by the Development Agreement and as provided in this **Section 17**, without the prior written consent of City, which consent shall not be unreasonably withheld or delayed. Subject to the consent of City, SWF may assign its interests in this Agreement to an association of owners of the Project. City consent is not required for reasonable and customary grants by SWF of reserved parking rights in connection with office leases outside of City easement hours as established in **Section 2.1**. *City consent is not required for reasonable and customary grants by SWF of reserved parking rights outside easement hours in **

micm 17.2 **Release of SWF.** Upon any Transfer by SWF complying with the provisions of **Section 17.1**, SWF herein named shall be relieved of its obligations under this Agreement occurring after the date of such Transfer provided the transferee executes and delivers to City an assumption agreement, pursuant to which such transferee agrees to assume and be bound by the this Agreement, from and after the Transfer.

17.3 **Transfer By City.** City shall not Transfer this Agreement or any rights hereunder without the prior written consent of SWF, which consent shall not be unreasonably withheld or delayed.

17.4 **City's Consent Delegation Rights.** Except as provided in this **Section 17.4**, City has the right to impose upon any consent to a Transfer with respect to this Agreement, such conditions and requirements as City may reasonably deem appropriate, particularly in light of its redevelopment goals and the undertakings of City in reliance upon SWF's personal participation in the Project (as defined in the Development Agreement). Notwithstanding the foregoing, SWF may contract with third persons for such third persons to perform all or part of SWF's obligations under this Agreement; provided, however, that such delegation (except as provided in **Section 17.2**) shall not in any way release SWF from its obligation to see that all of its obligations are timely and properly performed and SWF shall continue to be obligated to render all performances required under this Agreement.

18. **Signs.** SWF shall install and maintain exterior signs at all vehicular and pedestrian entrances to the Garage to identify that the Garage is open to City and the general public and will not install any exterior signage to indicate there are any restrictions on the use of the Garage for

public parking by the general public. The location, size, content and style of each such sign shall be subject to the provisions of the applicable sign ordinance.

19. **Estoppel Certificate.** From time to time upon written request by a requesting Party, the other Party shall, within twenty (20) days of such request, deliver to the requesting Party a certificate: (i) stating that this Agreement (without regard to, and excluding compliance with, governmental and regulatory matters) is in full force and effect and that the requesting Party is not in default under this Agreement (or specifying any default which the certifying Party may wish to allege); (ii) certifying the commencement date of this Agreement; (iii) certifying as to a true, correct and complete copy of this Agreement; (iv) certifying that such certifying Party does not hold any claims or demands under this Agreement against the requesting Party (or specifying any such claims or demands which such certifying Party may wish to allege); and (v) setting forth such other information about this Agreement which the requesting Party may reasonably request. The certifying Party understands and agrees that any such certificate may be relied upon by any third parties to whom the same is presented.

20. **Condemnation.**

20.1 **Restoration Obligations.** In the event of a condemnation of the Easement Premises, this Agreement shall continue in full force and effect, and SWF, at SWF's and the City's cost and expense but limited to the condemnation proceeds received by SWF and the City (which the City shall make available for such purposes), shall expeditiously restore, repair and remodel the Garage to the extent necessary to restore the Easement Premises, to the extent possible, to the condition the Easement Premises were in prior to the taking, or to the sale or transfer, and to provide the Easement Premises.

20.2 **Condemnation Award.** SWF and City shall be entitled to claim and retain its respective share of any award for the condemnation of the Easement Premises or any interest in the Easement Premises

21. **General Provisions.**

21.1 **Survival.** No termination or expiration of this Agreement for any reason shall relieve SWF or City of any obligation owing to the other where such obligation accrues or arises prior to such termination or expiration and all, representations, warranties and indemnifications contained in this Agreement shall survive such termination or expiration.

21.2 **Notices.** All notices under this Agreement shall be in writing and delivered personally, delivered by a reputable overnight courier service or mailed by registered or died mail, postage prepaid, return receipt requested, to the parties as follows:

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If to SWF: Scottsdale Waterfront, L.L.C.
C/o Golub & Company
625 North Michigan Avenue, Suite 2000
Chicago, Illinois 60611
Attn: Lee Golub

With a copy to: Ellis Rinaldi, Esq.
Scottsdale Waterfront, L.L.C.
C/o Starwood Capital Group
591 West Putnam Avenue
Greenwich, Connecticut 06830

And: Scottsdale Waterfront, L.L.C.
C/o International Development Management
107 Ranch Road—RR 620 South PMB 23-F
Austin, Texas 78734

If to Lendor: _____

If to City: City of Scottsdale
3939 Civic Center Boulevard
Scottsdale, Arizona 85251
Attn: Development Administrator

With copy to: City of Scottsdale
3939 Civic Center Boulevard
Scottsdale, Arizona 85251
Attn: City Attorney

or to such other street address as may be designated by the respective parties in writing from time to time. If a notice is sent by registered or certified mail, it shall be deemed received on the second business day following the mailing date; if personally delivered, it shall be deemed received on the date delivered; and, if delivered by courier, it shall be deemed received on the business day following the date delivered to the courier. Any payment required by this Agreement shall utilize the same procedures as are required for notices.

21.3 **Time of Essence.** Time is of the essence of each and every provision of this Agreement.

21.4 **Non-liability of City Officials and Employees.** No official, representative, agent, attorney or employee of City shall be personally liable to SWF, or to any successor in interest to SWF, in the event of any default or breach by City or for any amount which may become due to SWF or successor, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of SWF under this Agreement shall be limited solely to the assets of SWF and shall

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not extend to or be enforceable against: (i) the individual assets of any of the individuals who are shareholders, officers or directors of the general partners of each SWF; (ii) partners in each SWF; or (iii) officers of each SWF.

21.5 **Limited Severability.** If any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement shall otherwise remain in full force and effect, provided that this Agreement shall retroactively be deemed reformed, to the extent reasonably possible, in such a manner so that the reformed agreement and the Development Agreement provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to, give effect to the purposes of this Agreement, as reformed.

21.6 **Section Headings.** The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

21.7 **Attorneys' Fees.** In the event any action, suit or proceeding is brought by City or SWF to enforce compliance with this Agreement, to exercise any rights or remedies under this Agreement or to declare the rights of the Parties to this Agreement, the Party which does not prevail shall pay to the prevailing Party all costs and expenses of such action, suit or proceeding, together with such sum as the court (and not the jury) may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

21.8 **Waiver.** No waiver or modification of this Agreement or of any covenant, condition or limitation contained in this Agreement shall be valid unless in writing and duly executed by the Party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the Parties to this Agreement arising out of or affecting this Agreement, or the rights or obligations of the Parties, unless such waiver or modification is in writing, duly executed as set forth above, and the Parties further agree that the provisions of this **Section 21.8** may not be waived except as set forth in this Agreement.

21.9 **No Third Party Beneficiaries.** No person or entity shall be a third party beneficiary to this Agreement, except the Indemnified Parties referred to in the indemnification provisions of this Agreement shall be third party beneficiaries of such indemnification provisions.

21.10 **Exhibits; Recitals.** All Exhibits attached to this Agreement and all of the recitals set forth above are incorporated into and made an integral part of this Agreement for all purposes by this reference.

21.11 **Integration.** Except as expressly provided herein, this Agreement (including the Exhibits attached hereto), and the Development Agreement (and the Exhibits thereto) constitute the entire agreement between the Parties with respect to the subject matter

EXHIBIT 4
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hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the Easement Premises and the Garage. The Parties expressly acknowledge and agree that Discussion Outlines and Transaction Outlines utilized during the course of negotiations do not constitute binding agreements of the Parties and shall not be utilized to interpret or construe any provision of this Agreement.

21.12 **Construction**. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine, neutral or feminine shall include each of the other. This Agreement is the result of negotiations among the Parties and their respective counsel and shall not be construed for or against any Party as a consequence of its role or the role of its counsel in the preparation or drafting of this Agreement or any Exhibit hereto. As used in this Agreement: (i) the term "**Affiliate**", as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, "**control**" (including with correlative meaning, the terms "**controlling**," "**controlled by**" and "**under common control**"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies with respect to financing and transfer of assets of that person, whether through the ownership of voting securities, by contract or otherwise, and "**person**" (for purposes of this definition and for purposes of this Agreement generally) means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, land trusts, business trusts or other organizations, whether or not legal entities; (ii) the term "**Date of Completion of Construction**" means the date certificates of occupancy have been issued for the Garage; (iii) the term "**on**," means on, above, and/or below, as the context requires; and (iv) when "compliance is required with any provision of this Agreement, the term "**compliance**" shall mean that such provision shall be substantially and materially complied with.

21.13 **Choice of Law**. This Agreement is made and is to be performed in the State of Arizona and shall be governed by the internal, substantive laws of the State of Arizona without regard to any conflict of law principles. Any action brought to interpret, enforce or construe any provision of this Agreement or to declare the rights of the Parties shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may "be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this **Section 21.13**.

21.14 **Business Days**. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

21.15 **Consents and Approvals**. Wherever this Agreement requires or permits the consent or approval of City to any act, document, use or other matter, such consent or

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approval may be given or denied by City in its reasonable discretion, unless this Agreement expressly provides otherwise.

21.16 **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on SWF and City.

21.17 **Inurement.** Subject to **Sections 16 and 17**, above, all of the terms, covenants and conditions of this Agreement shall be binding upon, and shall inure to the benefit of SWF and City and the successors and assigns of SWF and City, respectively. Wherever the term "**Party**" or the name of any particular Party (i.e., "**SWF**" or "**City**") is used in this Agreement, such term shall include any such permitted successors and assigns.

21.18 **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control, and such delays or failures to perform shall not be a default under Paragraph 15. Such acts shall be floods, riots, acts of war, acts of terror, fire, communication line failures, or power failures or any other act as agreed upon by the City and SWF or determined as discussed in Paragraph 19.2 to the Development Agreement.

21.19 **Conflict of Interest.** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

SCOTTSDALE WATERFRONT, LLC, an
Arizona limited liability company

By: _____
Its: _____

CITY OF SCOTTSDALE, an Arizona municipal
corporation

By: _____
Its: _____

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State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2003, by _____, the _____ of Scottsdale Waterfront, LLC, an Arizona limited liability company, on behalf of the company.

Notary Public

My Commission Expires:

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2003, by _____, the _____ of City of Scottsdale, an Arizona municipal corporation, on behalf of the corporation.

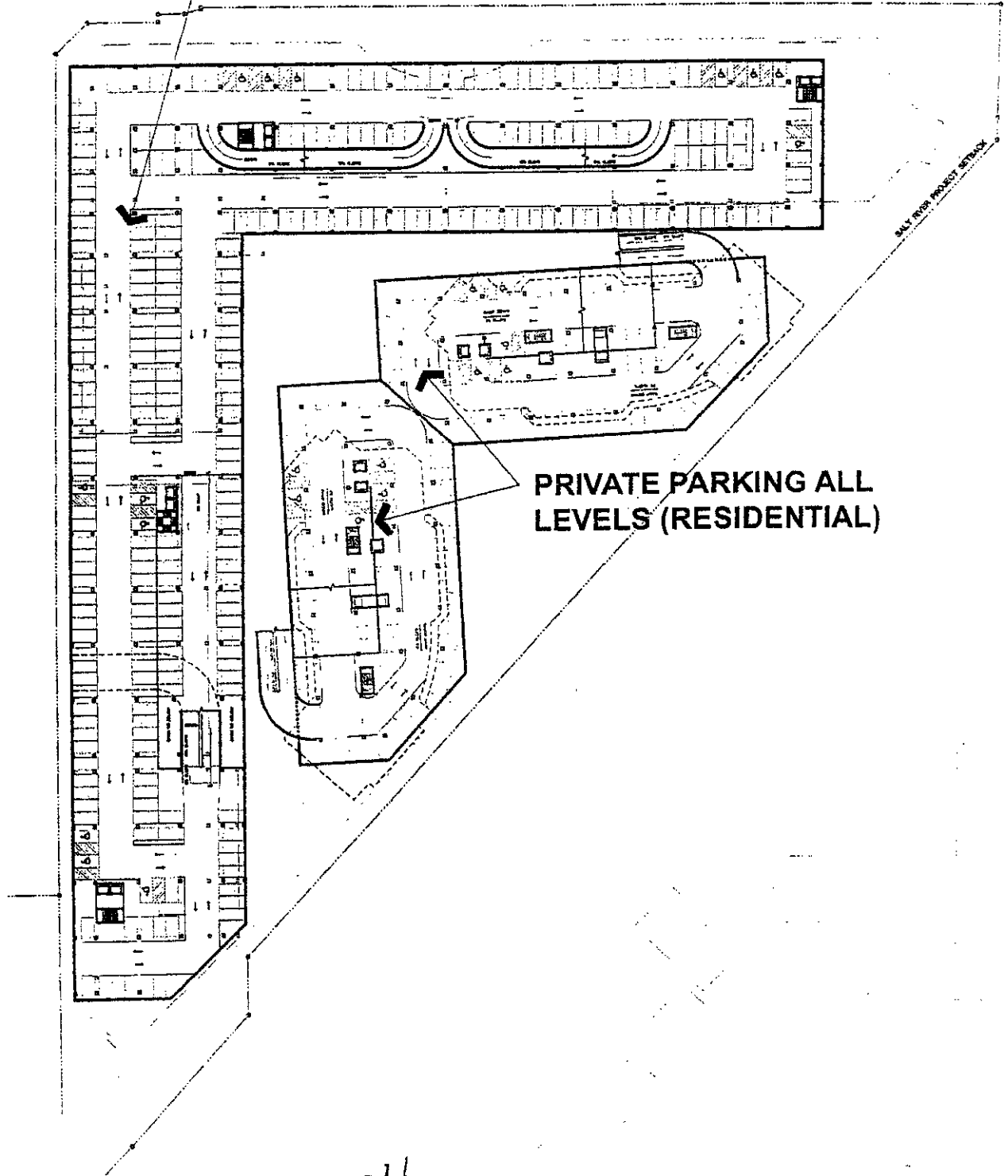
Notary Public

My Commission Expires:

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Exhibit A to Parking Easement Agreement

**LL-1 1 ST FLOOR PUBLIC PARKING
LL-2 2ND FLOOR PUBLIC ACCESS EASEMENT
(GREATER THAN OR EQUAL TO 300 PARKING SPACES)
FOR PARKING NIGHTS AND WEEKENDS**



PRIVATE PARKING ALL LEVELS (RESIDENTIAL)



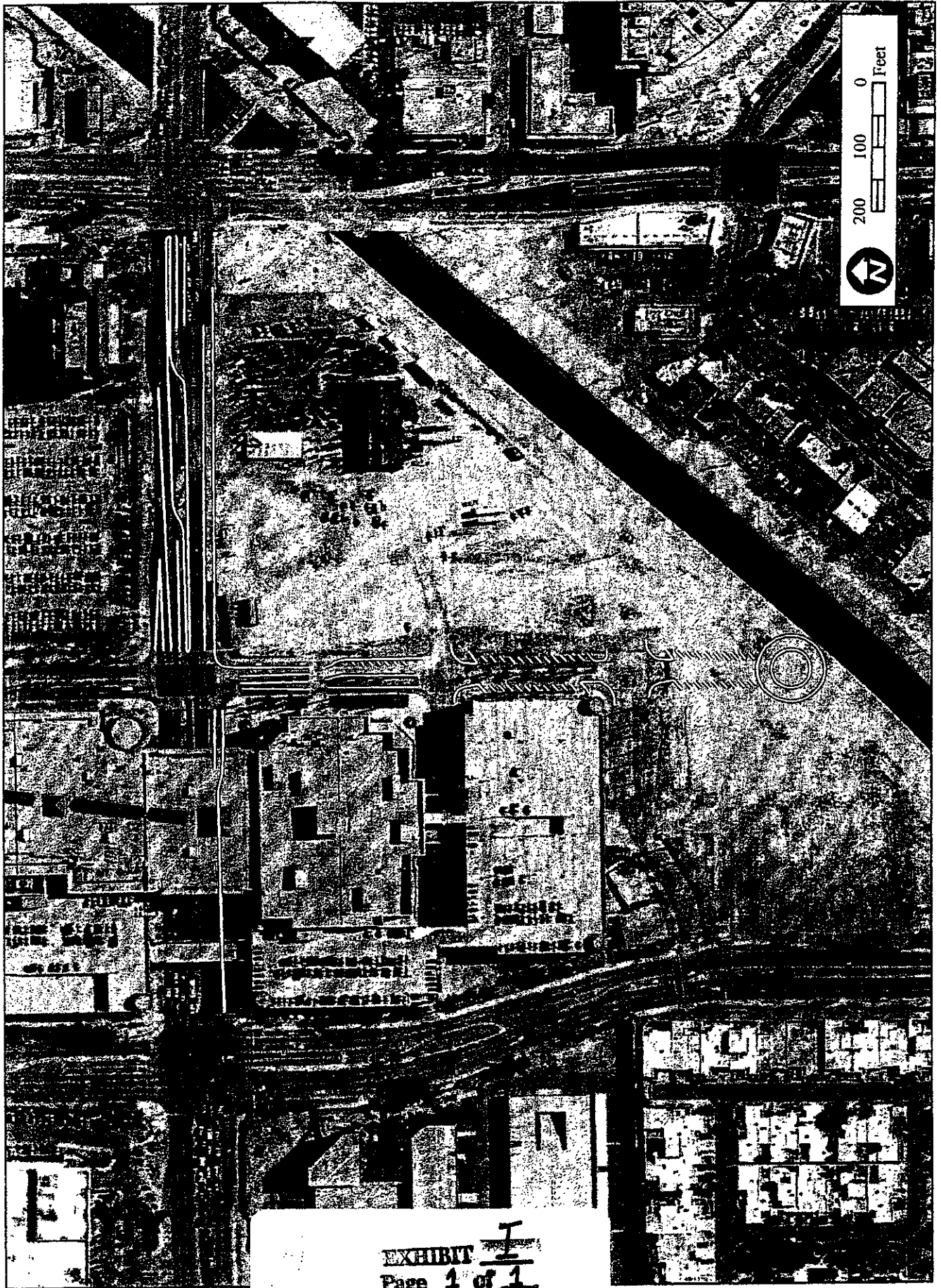
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EXHIBIT H
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Exhibit I Traffic Improvements



Public Benefits

Public Infrastructure

Easements for public open space totaling approximately at least 35,000 square feet including a promenade the length of the canal between Scottsdale Rd and Goldwater Blvd.

Relocation of an existing water well to facilitate contiguous retail development along Marshall Way.

4,000 square feet of first floor retail space for Fiesta Bowl museum or other public uses.

Acquisition of 16,000 square feet of office space for Fiesta Bowl Headquarters at a discounted rate.

300 parking spaces available at peak demand hours (evening and weekends).

Pedestrian improvements, landscaping and maintenance thereof along: a new third eastbound lane on Camelback Rd, Marshall Way from Camelback to the Arizona Canal and the north side of Montecito from Marshall Way to Goldwater Blvd.

Maintenance of all public infrastructure on City controlled property on the canal bank on the north side of the Arizona Canal.

Improvements and easements on the north bank of the Arizona Canal including a Public Amphitheater.

\$1.0 million budget for public art. Amount over code required - \$750,000.

Economic Sustainability

Development of a signature project within the heart of downtown Scottsdale.

Development of highly visible infill site in downtown Scottsdale.

Creation of the long sought linkage between 5th Avenue other downtown districts and Scottsdale Fashion Square.

Increase in the number of full time residents in downtown by approximately 700 people.

Increase in the daytime population from approximately 100,000 square feet of new office space.

Establishes Scottsdale as the home of the Fiesta Bowl Headquarters and its Museum.

Generation of approximately \$16.3 million in total sales tax revenue to the City over a 25 year period - distributed as follows:

General Fund:	\$11.64 million
Transportation:	\$ 2.33 million
Preserve:	\$ 2.33 million

Generation of approximately \$5.0 million in city property taxes over 25 years.

New capital investment in downtown Scottsdale between \$150 million and \$200 million.