

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SCOTTSDALE
AND THE TOWN OF PARADISE VALLEY**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "**Second Amendment**"), is entered into and effective as of December 2, 2025, between the CITY OF SCOTTSDALE, an Arizona municipal corporation (the "**City**"), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation ("**Town**"), each individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

A. Arizona Revised Statutes ("**A.R.S.**") §§ 11-951 *et seq.*, authorizes public agencies, including the Parties, to enter into agreements to jointly exercise their respective powers for the public benefit.

B. The City and the Town previously entered into Intergovernmental Agreement COS 960001, dated February 5, 1996 (the "**Original Agreement**"), relating to deannexation of a portion of Scottsdale Road by the Town and subsequent annexation of the same by the City for the purpose of expansions to Scottsdale Road. The Original Agreement was amended once by that First Amendment to Intergovernmental Agreement COS 960001A, dated December 9, 2002 (the "**First Amendment**" and, together with the Original Agreement, the "**Agreement**").

C. Section 7 of the Original Agreement established the improvements to be made (including a wall and landscaping), and assigned to the City responsibility for ongoing maintenance of the wall and landscaping.

D. The Town desires to make improvements to the walls and landscaping areas (the "**Town Improvements**") on property owned or controlled by the City near the northwest and southwest corners of the intersection of Scottsdale Road and Doubletree Ranch Road (the "**Property**"), as generally depicted in the "**Site Plan**" attached hereto as Exhibit A.

E. The City desires to allow the Town to make the Town Improvements within the Property, subject to the terms of this Second Amendment.

AGREEMENT

Now, therefore, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Installation and Maintenance of Town Improvements.

A. Access to and Maintenance of Property; License. The City hereby grants to the Town a license, subject to the terms set forth below, to enter upon the Property for the purpose of constructing, installing, modifying, maintaining, repairing, and replacing the Town Improvements and existing plants and trees on a portion of the Property, as depicted and shown

in the "License Area" attached hereto as Exhibit B. After completion of the Town Improvements, the Town shall be allowed to enter upon the Property periodically for maintenance of and repairs to the Town Improvements. The Town shall be solely responsible for maintenance of the Town Improvements and existing plants and trees within the boundary of the License Area. So long as the Town's access does not require closures of the sidewalk or travel lanes on the west side of Scottsdale Road, the Town may access the Property without further approval by the City; if closures are required, the Town shall obtain prior approval by the City of plans for such closures.

B. Compliance with City Requirements. The Town shall be solely responsible for ensuring that all construction within the City's rights-of-way is in conformance with the City's requirements for work within its rights-of-way. The City shall be allowed to inspect the Town Improvement Areas during the construction period.

C. City Right-of-Way. This Second Amendment, together with any regulatory approvals issued by the City in connection with the Town Improvements, will collectively satisfy the applicable requirements for private improvements in the City's right-of-way under Section 47-51 of the Scottsdale Revised Code. The foregoing notwithstanding, this Second Amendment does not grant permission to perform any construction within the City's right-of-way. Prior to performing any construction work in the City's right-of-way, the Town must first obtain the required regulatory approvals covering the proposed work, as determined by the City.

D. Approval Required. The Town shall not construct any Town Improvements without having first received written approval of its design and construction plans from the City. Such plan approval shall apply to all improvements, including, but not limited to, walls, footers, fences, landscaping, and irrigation.

E. Rights in Adjacent Land. The Town's rights are expressly limited to the Property. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Property is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by the City, said property does not accrue to this Second Amendment but is the City's only. In addition, and severable from the preceding sentence, upon any such event, the Town will, upon the City's request, execute and deliver to the City a disclaimer of any right-of-way or other property.

F. Reservations. The City specifically reserves to itself and excludes from this Second Amendment a non-exclusive delegable right over the Property (the "Reserved Rights"). The Reserved Rights are for the exercise of all the City's rights under this Second Amendment and for any and all purposes that do not, in the City's reasonable discretion, materially and substantially interfere with the Town's lawful conduct under this Second Amendment. The Reserved Rights include:

(i) The right to use and allow others to use the Property, and to permit any existing or future improvements upon the Property and any related construction, operation, use, maintenance, repair, and replacement of any such improvements at any location upon the Property, so long as those uses and improvements do not (a) materially and substantially impair the Town's ability to access or use the Property as provided in this Second Amendment or (b) damage the Town Improvements.

(ii) The right to access the Property and to allow others to access the Property. Such access may occur at all reasonable times, for the purposes of construction, operation, use, maintenance, repair, or replacement of any improvements or facilities

located within the Property from time to time. The City shall ensure that any damage or injury to any part of the Property or the Town Improvements resulting from any such access will be promptly repaired at the expense of the party so accessing the Property.

G. Condition of Title. The Town's rights under this Second Amendment are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations, and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to, or agreements or documents regarding, the Property (collectively, the "**Site Documents**"). The Town's rights to use the Property pursuant to this Second Amendment are limited to those interests held by the City under the Site Documents. The Town will have no power to amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents.

H. Condition of License Area. The License Area is being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to its condition or fitness for any use.

I. No Real Property Interest. Despite any provision in this Second Amendment to the contrary, and despite any negotiation, correspondence, course of performance, or dealing, or other statements or acts by or between the parties, the Town's rights are limited to the Property, and the Town's rights in the Property are limited to the specific limited license rights created by this Second Amendment. The City and the Town do not by this instrument intend to create a lease, easement, or other real property interest. The Town will have no real property interest in the Property.

J. Relations with Other Users. The Town will coordinate with the City as necessary to maintain good relations with all other entities having any right to access or use the Property, all other occupants of the Property, and the occupants of surrounding real property (none of whom are third-party beneficiaries to this Second Amendment or to the Agreement). The Town will immediately give the City notice of any actual or threatened dispute, violation, or other disagreement relating to the Property. Neither Party is an agent for the other with respect to the Property.

K. Insurance. The Town shall ensure its typical policies of insurance extend to and cover its work within the Property. In the event the Town Improvements are damaged by an act of a third party not covered by Section 1(D)(ii) above, the City shall cooperate with the Town in proceedings against such third party for recovery of amounts owed as a result of the damages, including assignment of claims as necessary.

2. Indemnification. Each Party (as "**Indemnitor**") agrees to indemnify, defend, and hold harmless the other Party (as "**Indemnitee**") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "**Claims**") arising out of the negligent performance of this Second Amendment and the Agreement, but only to the extent that such Claims that result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

3. No Joint Venture. This Second Amendment and the Agreement are not intended to and do not constitute, create, or otherwise give rise to a joint venture, partnership, or other formal business association or organization between the Parties. The Parties' rights and obligations are limited to those expressly set forth in this Second Amendment or the Agreement.

4. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Either Party's failure to comply with such warranty shall be deemed a material breach of this Second Amendment and may result in the termination of this Second Amendment and the Agreement by the non-breaching Party. To ensure that the Parties and their subcontractors are complying with the warranty under this section, each Party's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Second Amendment and the Agreement, including the papers of any of the their employees who perform any work or services pursuant to this Second Amendment and the Agreement (all of the foregoing hereinafter referred to as "**Records**"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the other Party, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments, or claims based on actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of the services contemplated under this Second Amendment and the Agreement, and (B) evaluation of the Parties' and their subcontractors' compliance with the Arizona employer sanctions laws referenced above. To the extent necessary for either Party to audit Records as set forth in this section, the Parties and their subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Parties shall have access to said Records, even if located at their respective subcontractors' facilities, from the effective date of this Second Amendment until three years after the date this Second Amendment is terminated. The Parties and their subcontractors shall provide each other Party with adequate and appropriate workspace to conduct audits in compliance with the provisions of this section. Each Party shall give the other or its subcontractors reasonable advance notice of intended audits. The Parties shall require their subcontractors to comply with the provisions of this section by insertion of the requirements hereof in any subcontract pursuant to the Agreement.

5. Compliance with Laws. Each Party shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and local government whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

6. Venue; Choice of Law. Any litigation arising from this Second Amendment and the Agreement or performance hereunder will be decided in the federal courts in Phoenix or in state courts of Maricopa County unless otherwise agreed by the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this Second Amendment.

7. Amendments. This Second Amendment may be amended only by the mutual written consent of authorized representatives for both Parties and approval by their respective Councils.

8. Conflict of Interest. This Second Amendment and the Agreement are subject to the provisions of A.R.S. § 38-511. Either Party may cancel this Second Amendment and the Agreement without penalty or further obligations if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Second Amendment and the Agreement on behalf of a Party is, at any time while this Second Amendment and the Agreement or any extensions

thereof are in effect, an employee of any other Party to this Second Amendment and the Agreement in any capacity or a consultant to any other Party of this Second Amendment and the Agreement with respect to the subject matter of this Second Amendment and the Agreement.

9. Counterparts. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Facsimile, copied, electronic, and scanned signatures are acceptable as original signatures.

10. Entire Agreement; Interpretation; Parol Evidence. The Agreement, as amended by this Second Amendment, represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the Agreement, as amended by this Second Amendment, are hereby revoked and superseded by the Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of the Agreement, as amended by this Second Amendment. The Agreement, as amended by this Second Amendment, shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting this Second Amendment. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, reviewing, and entering into this Second Amendment.

11. Severability. The provisions of this Second Amendment are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Second Amendment that may remain in effect without the invalid provision or application.

12. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Second Amendment will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Second Amendment will promptly be physically amended to make such insertion or correction.

13. Waiver. Waiver of any breach of any term, condition, or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant, or condition herein.

14. Agreement Subject to Appropriation. The Parties are obligated only to pay their obligations set forth in the Agreement (as amended by this Second Amendment) as may lawfully be made from funds appropriated and budgeted for that purpose during their then-current fiscal year. The Parties' obligations under the Agreement (as amended by this Second Amendment) are current expenses subject to the "budget law" and the unfettered legislative discretion of their respective governing bodies concerning budgeted purposes and appropriation of funds. Should either elect not to appropriate and budget funds to pay its obligations, the Agreement (as amended by this Second Amendment) shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Parties shall be relieved of any subsequent obligations under the Agreement (as amended by this Second Amendment). The Parties agree that neither has an obligation or duty of good faith to budget or appropriate the payment of their respective obligations set forth in the Agreement (as amended by this Second Amendment) in any budget in any fiscal year other than the fiscal year in which the Agreement (as amended by this Second Amendment) is executed and delivered. The Parties

shall be the sole judge and authority in determining the availability of funds for their respective obligations under the Agreement (as amended by this Second Amendment). Each Party shall keep the other informed as to the availability of funds for the Agreement (as amended by this Second Amendment). The Parties' respective obligations to make any payment pursuant to the Agreement (as amended by this Second Amendment) are not general obligations or debts. Each Party hereby waives any and all rights to bring any claim against the other from or relating in any way to the other's termination of the Agreement, or the Second Amendment, pursuant to this section. Provided, however, that nothing in this section shall limit the Parties' respective obligations to perform maintenance and repairs on the Property after the Town Improvements are constructed.

15. Notices. All notices, requests for payment, or other correspondence between the Parties regarding this Second Amendment shall be mailed or delivered to the respective Parties at the following addresses:

If to the City: City of Scottsdale
Parks and Recreation
8055 E. Camelback Road, Suite 200 .
Scottsdale, AZ 85251
Attn: Deputy Parks and Recreation Director

With copy to: City of Scottsdale
3939 N. Drinkwater Boulevard
Scottsdale, Arizona 85251
Attn: City Attorney

If to Town: Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253
Attn: Andrew Ching, Town Manager

With copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew McGuire

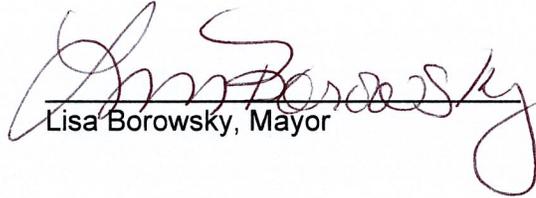
16. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Parties each warrants and certifies to the other that it does not currently, and agrees that it will not use for the duration of the Agreement, as amended by this Second Amendment, the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify the other Party of the noncompliance within five business days of becoming aware of it. If such violating Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, the Agreement, as amended by this Second Amendment, shall terminate unless the termination date of the Agreement, as amended by this Second Amendment, occurs before the end of the remedy, in which case the Agreement, as amended by this Second Amendment, terminates on its termination date.

17. Titles; Headings. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Second Amendment.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the date first written above.

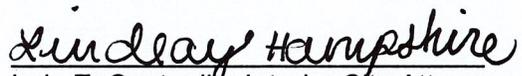
CITY OF SCOTTSDALE, an Arizona
municipal corporation


Lisa Borowsky, Mayor

ATTEST:


Ben Lane, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: (i) that she has reviewed the above Second Amendment on behalf of the City of Scottsdale; and (ii) that, as to the City of Scottsdale only, has determined that this Second Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


Luis E. Santaella, Interim City Attorney
By: Lindsay Hampshire, Assistant City Attorney

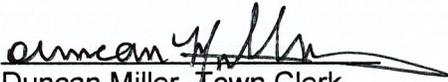
[Signatures continue on following page.]

TOWN OF PARADISE VALLEY, an Arizona
municipal corporation



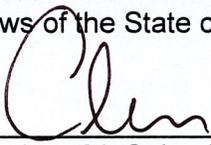
Mark Stanton, Mayor

ATTEST:

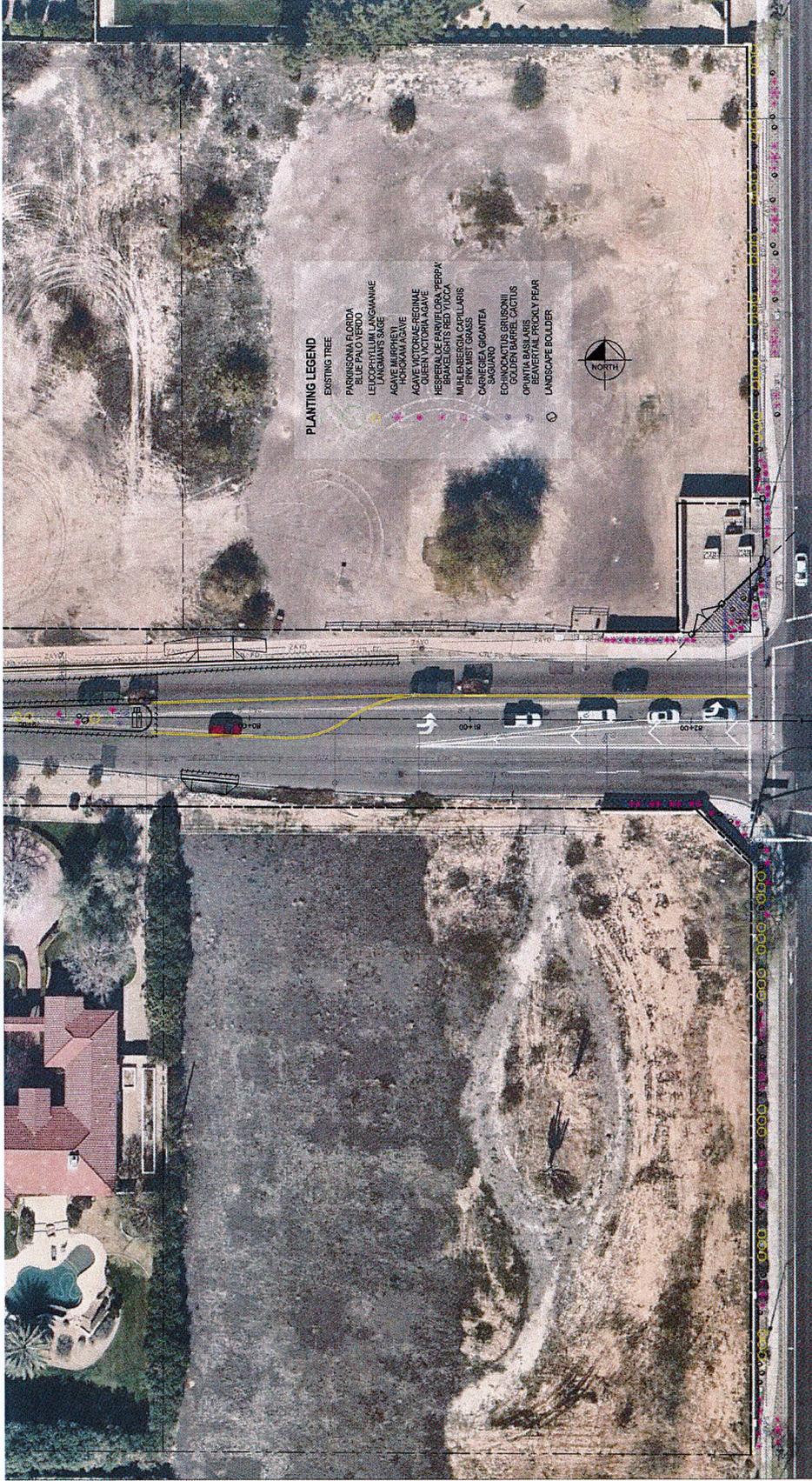


Duncan Miller, Town Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: (i) that he has reviewed the above Second Amendment on behalf of the Town of Paradise Valley; and (ii) that, as to the Town of Paradise Valley only, has determined that this Second Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Andrew McGuire, Town Attorney



PLANTING LEGEND

- EXISTING TREE
- PARKSONIA FLORENDA
- BLUE PALM VERDO
- LEUCOPHYLLUM LANGSHANIANE
- LANGSHAN'S SAGE
- CHICKEN WEAVER
- AGAVE VICTORIAE REGINAE
- QUEEN VICTORIA AGAVE
- HEPERALOE PARVIFLORA PERPA
- CHICKEN WEAVER
- MAH ENSESCAL CAPILLARIS
- FRINK WIST GRASS
- CARNEGIEA GIGANTEA
- SAGUARO
- OPUNTIA BASILARIS
- OPUNTIA BASILARIS
- BEAUFORTIA FRICKLEY PEAR
- LANDSCAPE BOULDER



SCREEN WALL & MEDIAN CONCEPT - PLAN VIEW



SCREEN WALL & MEDIAN CONCEPT - ELEVATION



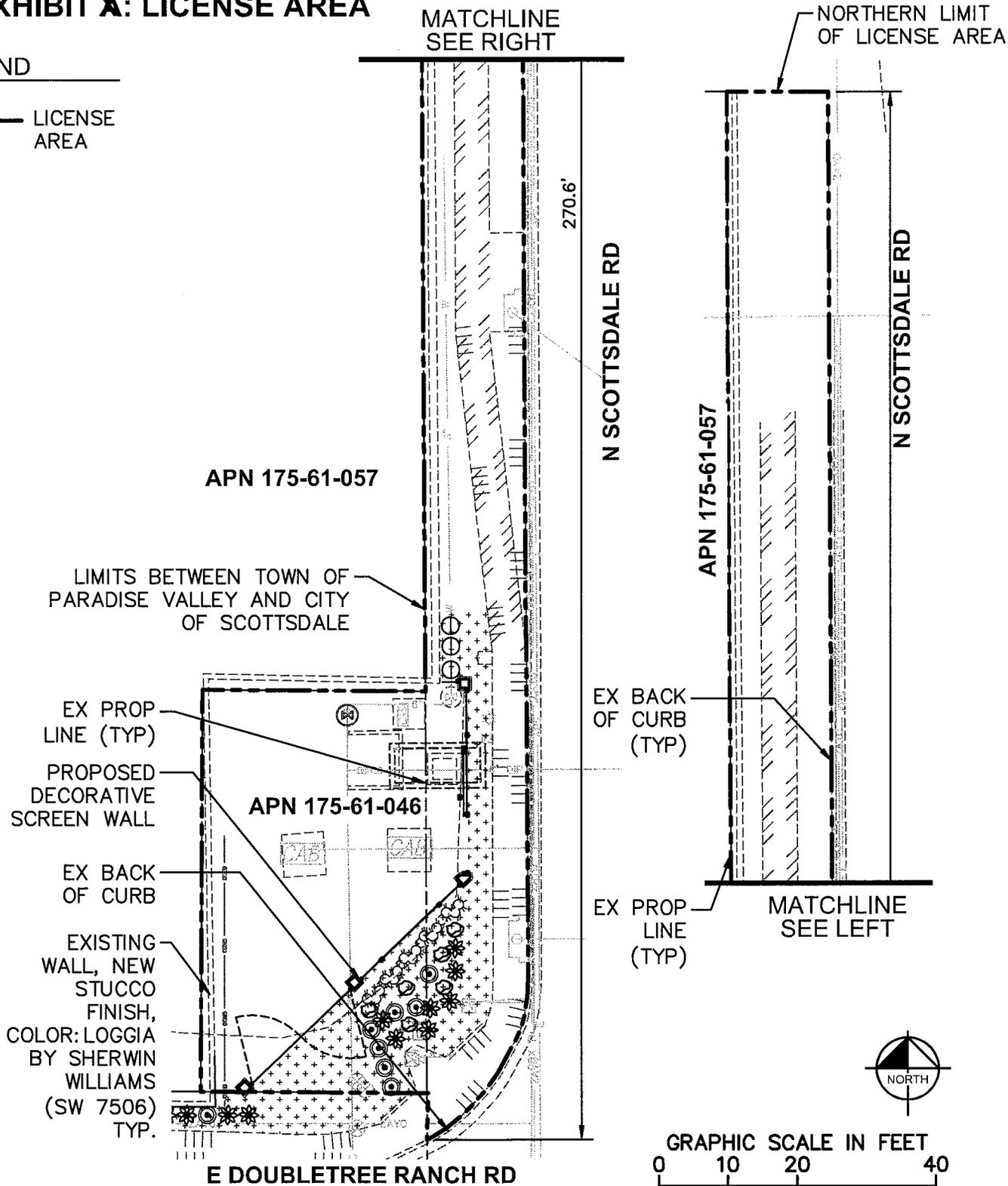
DOUBLETREE RANCH ROAD
PARADISE VALLEY, ARIZONA

OVERALL PLAN AND ELEVATION
June 2024



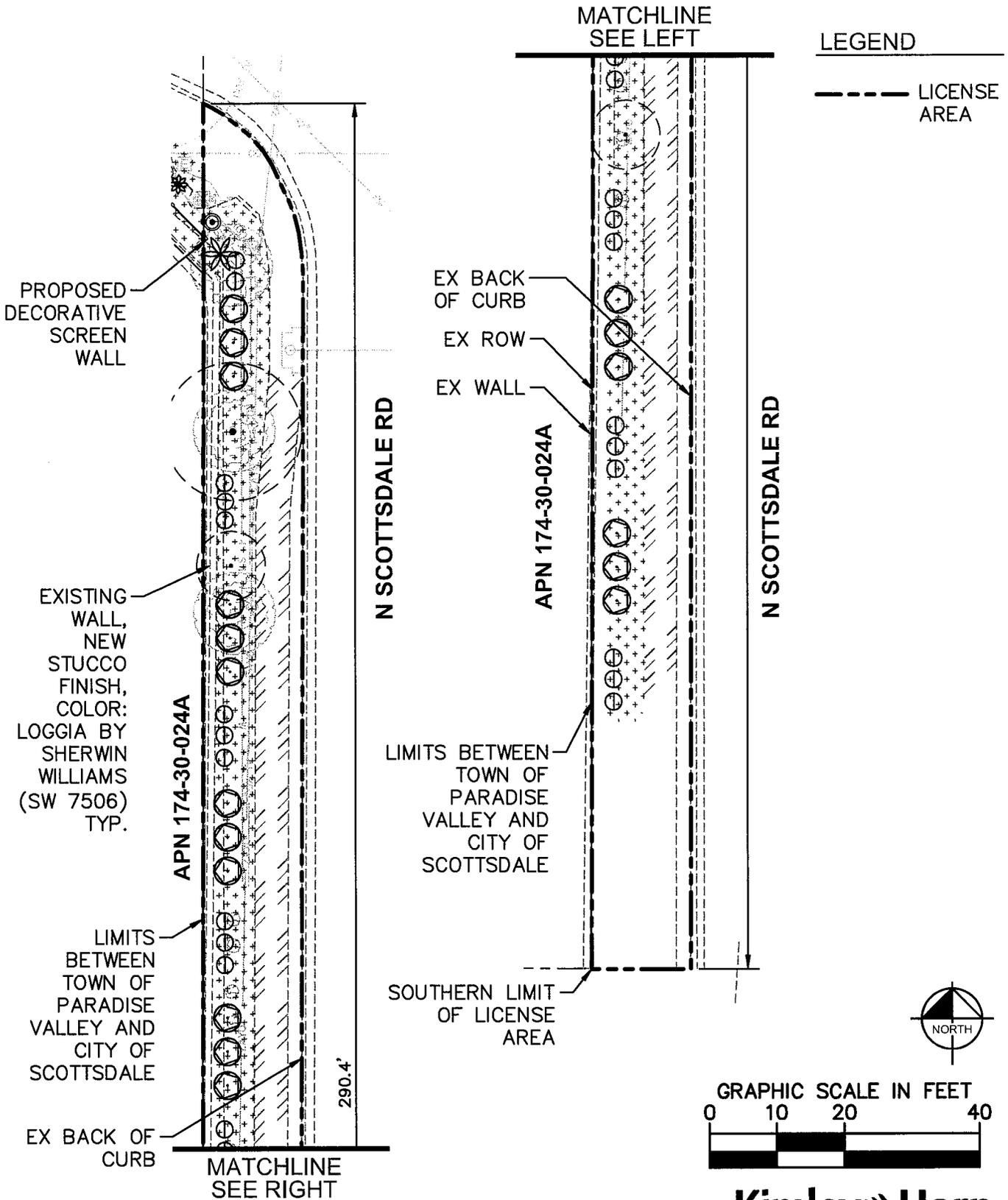
B EXHIBIT X: LICENSE AREA

LEGEND
----- LICENSE AREA



B
EXHIBIT A: LICENSE AREA

Contract No.9600001A2 (1996-001-COS-A2)



RESOLUTION NO. 13444

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 960001A2 (1996-001-COS-A2), AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SCOTTSDALE AND THE TOWN OF PARADISE VALLEY FOR INSTALLATION OF AESTHETIC IMPROVEMENTS BY THE TOWN OF PARADISE VALLEY IN THE AREA OF SCOTTSDALE ROAD AND DOUBLETREE RANCH ROAD.

WHEREAS, Arizona Revised Statutes Section 11-952 authorizes public agencies to enter into contracts or agreements for services or to jointly exercise any powers common to them, and to enter into agreements with one another for joint or cooperative action.

WHEREAS, Article 1, Section 3-1 of the City's Charter authorizes the City to enter into intergovernmental agreements with any one or more states, political subdivisions, school districts, Indian tribal councils, or any board, commission, or agency, or any combination of them, or with the United States or any department or agency thereof.

WHEREAS, the City and the Town of Paradise Valley (the "Town") previously entered into an intergovernmental agreement, Contract No. 960001 on February 5, 1996, as amended by Contract No. 960001A1, (the "Original Agreement") relating to deannexation of a portion of Scottsdale Road by the Town and subsequent annexation of the same by the City for the purpose of expansions to Scottsdale Road.

WHEREAS, the Town is now engaged in a town entry beautification project in the area of Scottsdale Road and Doubletree Ranch Road (the "Project").

WHEREAS, the Project includes installation of decorative screen walls, landscaping and an access gate within Scottsdale Road right-of-way and a City-owned well site at Doubletree Ranch Road.

WHEREAS, the City and the Town desire to enter into Contract No. 960001A2 (1996-001-COS-A2), an amendment to the Original Agreement to outline their respective rights and obligations with respect to the Project.

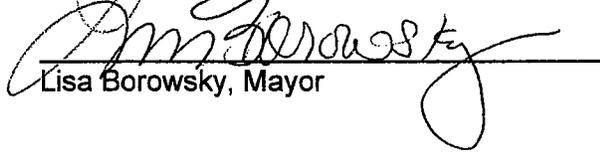
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes, approves, and directs the Mayor to execute, on behalf of the City, Contract No. 960001A2 (1996-001-COS-A2), an Intergovernmental Agreement between the City of Scottsdale and the Town of Paradise Valley for installation of aesthetic enhancements.

Section 2. The City Council hereby authorizes, approves, and directs the City Manager or designee to execute such other documents and take such other actions as necessary to carry out the intent of this resolution.

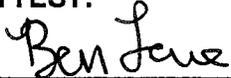
PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 3rd day of November, 2025.

CITY OF SCOTTSDALE,
an Arizona municipal corporation



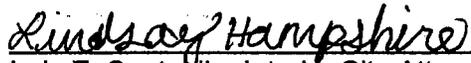
Lisa Borowsky, Mayor

ATTEST:



Ben Lane, City Clerk

APPROVED AS TO FORM:



Luis E. Santaella, Interim City Attorney
By: Lindsay Hampshire, Assistant City Attorney

RESOLUTION NO. 2025-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, APPROVING THE SECOND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SCOTTSDALE AND THE TOWN OF PARADISE VALLEY.

WHEREAS, the Town of Paradise Valley, Arizona (the “Town”) and the City of Scottsdale, Arizona (the “City”) entered into Intergovernmental Agreement COS 960001, dated February 5, 1996 (the “Original Agreement”), relating to deannexation of a portion of the Scottsdale Road right-of-way (the “Right-of-Way”) by the Town and subsequent annexation of the same by the City for the purpose of expansions to Scottsdale Road; and

WHEREAS, the Original Agreement was amended once by that First Amendment to Intergovernmental Agreement COS 960001A, dated December 9, 2002 (together with the Original Agreement, the “Agreement”); and

WHEREAS, Section 7 of the Original Agreement established the improvements to be made (including a wall and landscaping) within the Right-of-Way, and assigned to the City responsibility for ongoing maintenance of the wall and landscaping; and

WHEREAS, the Town desires to make improvements to the walls and landscaping areas (the “Town Improvements”) within the Right-of-Way near the northwest and southwest corners of the intersection of Scottsdale Road and Doubletree Ranch Road; and

WHEREAS, the parties desire to amend the Agreement to allow the Town to make the Town Improvements within the Right-of-Way, subject to the terms of this Second Amendment.

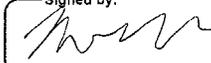
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Paradise Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Second Amendment to Intergovernmental Agreement between the City of Scottsdale and the Town of Paradise Valley is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley, Arizona, on this 12th day of June 2025.

Signed by:

A1694871936C42C...

Mark Stanton, Mayor

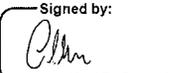
ATTEST:

DocuSigned by:

FD58FF67A95043D...

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:

8C0F70CECF0C427...

Andrew McGuire, Town Attorney