

K. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, and, as such, is not subject to A.R.S. § 32-2181, as amended, and is consistent with the "General Plan" of the City as defined in A.R.S. § 9-461, as amended, applicable to the Phase Three Property, and shall constitute covenants running with the Phase Three Property as more fully described in this Agreement.

L. The Parties understand and acknowledge that this Agreement is authorized by and entered into in accordance with the terms of A.R.S. § 9-500.11. The actions taken by the City pursuant to this Agreement are for economic development purposes as that term is used in A.R.S. § 9-500.11, will assist in the creation and retention of jobs, and will in numerous other ways improve and enhance the economic welfare of the residents of the City.

M. The City is entering into this Agreement as an administrative act not only to implement the Riverfront Redevelopment Plan legislatively enacted by the City but also to carry out the policy and purposes already declared by the City for the North End Redevelopment Area and under the Riverfront Redevelopment Plan for the Riverfront Redevelopment Area.

NOW THEREFORE, in consideration of the above premises, the promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

ARTICLE I

PURPOSE AND SCOPE OF AGREEMENT, PARTIAL ASSIGNMENT AND FIFTH AMENDMENT OF MASTER DDA

1.1 **Purpose and Scope.** This Agreement applies to that portion of the Riverfront Redevelopment Area defined as and consisting of the Transfer Land for the Phase Three Hotel Component, determined in accordance with a Lot Tie/Split (the "Lot Tie/Split") prepared by a registered Professional Engineer in the State of Arizona and mutually and reasonably acceptable to the City and Component Developer, and legally described on **Exhibit A** attached hereto (the "Phase Three Property"). The Component Developer shall pay the cost of the preparation of the Lot Tie/Split. The Phase Three Property is owned by the City as of the Effective Date of this Agreement. The Parties intend, and the purpose of this Agreement is to achieve, the redevelopment of the Phase Three Property in furtherance of the goals of the Riverfront Redevelopment Plan and the Master DDA. This Agreement is consistent with, and will further the redevelopment goals of, the Slum Clearance and Redevelopment Act in A.R.S. § 36-1471, *et seq.* and the Riverfront Redevelopment Plan for the Riverfront Redevelopment Area.

The following is a general scope of this Agreement, which will be further defined and articulated by the other provisions of this Agreement and is not intended to limit nor be used to construe or interpret the other provisions of this Agreement:

- (i) The City will sell fee title to the Phase Three Property to the Component Developer pursuant to **Article IV** of this Agreement.