

CITY CLERK ORIGINAL

WHEN RECORDED, RETURN TO:

City of Glendale
ATTN: City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

C-627-1
04/24/2012

Amendment No. 1 to the
Agreement with Texaco Inc. for a Property Building Setback
and
Release of Liability

[5039 West Glendale Avenue]

This Amendment No. 1 to the Agreement with Texaco Inc. ("Texaco") for a Property Setback and the Release of Liability ("Amendment") are made this 24th day of April, 2012, by and between the City of Glendale, an Arizona municipal corporation ("City") and MAMOU LLC, an Arizona limited liability company, and Successor-in-Interest to Texaco ("MAMOU").

RECITALS

- A. On February 18, 1971, the City entered into an Agreement with Texaco through its representative, A.G. Poe (Maricopa County Recorder No. 19710033982, Docket 8545, Book 618, to establish a 65-foot building setback from Glendale Avenue at the street address of 5039 West Glendale Avenue ("Property"; legal description provided in the original Agreement);
- B. At that time, the City required the setback to accommodate the erection of a Texaco sign and sufficient property for a future widening of Glendale Avenue;
- C. In the original Agreement, the parties stipulated that the sign could be erected on the condition that upon the City's request (in the event of a street-widening project), the sign would be removed at Texaco's expense;
- D. In addition to the setback requirement, the City also requested that Texaco indemnify the City and file a "Certificate of public liability insurance" of not less than \$300,000;
- E. On March 15, 2007, a previous owner of the Property, Continental Distributors, Inc., conveyed to the City (Recorder No. 20070308447) property sufficient for the City's right-of-way needs (Exhibit A, attached);

F. Current City planning and zoning guidelines for areas near the location of the former Texaco property now require a 25-foot building setback; landowners in this part of the City are no longer required to indemnify the City or purchase liability insurance solely as a consequence of a building setback agreement with the City;

G. The sign structure was relocated outside of City right-of-way and the successor-in-interest, MAMOU, now requests that the City amend the 1971 Agreement and release MAMOU from certain conditions contained in the 1971 Agreement to avoid any possible cloud on the title from the City; and

H. The City has agreed to the request and the parties desire to memorialize their agreement through this Amendment.

AMENDED AGREEMENT

The original Agreement between Texaco and MAMOU as successor-in-interest, and the City is amended as follows:

Section I. The original Section is deleted in its entirety and replaced with the following:

The building on the Property sits at least 25 feet from the curb and complies with the current City Zoning Code; the 1971 sign structure has not been moved from its original 1971 location on the Property and it now complies with the current City Zoning Code.

Section II. The original Section is deleted in its entirety and is no longer in force or of further effect. The City hereby releases MAMOU from any obligation to indemnify the City as a condition of granting the sign placement and the 65-foot building setback requirement.

Section III. The original Section is deleted in its entirety and is no longer in force or of further effect. The City hereby releases MAMOU from any obligation involving the purchase of a public liability insurance policy (and naming the City as an "additional insured" on that policy) as a condition of granting the sign placement and the 65-foot building setback requirement.

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement currently on file in the Office of the City Clerk, City of Glendale, and recorded at the Maricopa County Recorder's Office.

[Signatures to follow.]

"City":

CITY OF GLENDALE, an Arizona
municipal corporation

[Signature]
Ed Beasley, City Manager

ATTEST:

[Signature]
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

[Signature]
Craig Tindall, City Attorney

"Landowner and Successor-in-Interest":

MAMOU LLC,
an Arizona limited liability company

[Signature]
Maha Mamou, Managing Member
1714 East Ross Avenue
Phoenix, Arizona 85024

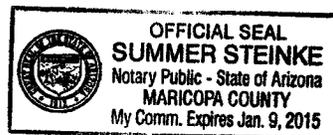
Exempt from Affidavit and Fees pursuant to A.R.S. § 11-1134(A)(3).

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of May, 2012, by MAHA MAMOU, the Managing Member of MAMOU LLC, an Arizona limited liability company.

[Signature]
Notary Public

My Commission Expires:
1/9/2015



Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20120375259,05/03/2012 02:06,
C627A-4-1-1--N

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 627-1

(Amendment No. 1 Agreement with Texaco Inc (MAMOU successor-in interest)
for a Property Building Setback)

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