

## ATTACHMENT B

### WHEN RECORDED RETURN TO:

City of Phoenix  
Planning and Development Department  
Historic Preservation Office  
200 W. Washington Street, 3<sup>rd</sup> Floor  
Phoenix, AZ 85003

Exempt under A.R.S. § 11-1134 (A) (2)

### FIRST AMENDMENT TO DEED OF FACADE CONSERVATION EASEMENT

This FIRST AMENDMENT TO DEED OF FACADE CONSERVATION EASEMENT (the "Amendment") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Ran Holdings L.L.P., an Arizona limited liability partnership (the "Property Owner"), whose principal address is P.O. Box 877, Phoenix, Arizona 85001 and the City of Phoenix, a municipal corporation organized and existing under the laws of the State of Arizona (the "City"). The Property Owner and the City are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

### RECITALS

A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.

B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Phoenix.

C. The Property Owner is the owner in fee simple of that certain property located at 612-614 North 5th Avenue, Phoenix, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof ("Owner's Parcel").

D. The Property Owner and the City are parties to that Deed of Facade Conservation Easement, which was executed by the Parties and recorded in the Office of the Recorder of Maricopa County, Arizona at 2008-0803224 ("Original Easement"), to protect an existing historic structure on Owner's Parcel.

E. The Original Easement was granted to the City for a fifteen (15) year term and is set to expire on June 26, 2022.

F. The Property Owner is willing to extend the term of the Original Easement in order to erect a proposed three-story structure behind the historic structure on the Property.

G. The Parties recognize timing issues associated with the Property Owner granting an extension of the existing term of the Original Easement before the Property Owner has received the ordinary and necessary approvals from the City of Phoenix to erect a new three-story structure on the Owner's Parcel (including Historic Preservation Commission approval, Zoning Adjustment approval, Site Plan approval, and building permit approval) and have therefore added a condition precedent to the extension of the Original Easement to address that timing issue.

#### AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The Parties hereby amend the Original Agreement to extend the Term of the Original Easement granted in Section 1 of the Original Agreement through and including June 26, 2037 ("Easement Extension"), subject to the condition precedent stated in Section 2 herein and subject to the same terms as stated in the Original Agreement (except for the expiration date, which shall be replaced by the expiration date stated in this Section 1 of this Amendment, and except as stated herein).
2. Notwithstanding the foregoing, and as a condition precedent to the effectiveness, activation, and validity of the Easement Extension, the Easement Extension shall not become effective unless and until the moment the City grants approval of a pre-slab inspection for a three-story structure on Owner's Parcel ("Pre-Slab Inspection Approval") at which time the Easement Extension shall immediately become fully effective.
3. Following the Pre-Slab Inspection Approval, and upon written request of either of the Parties, the Parties shall work together to draft and record a notice acknowledging the Easement Extension has become effective and legally operative.
4. This Amendment, and the Easement Extension if and when it becomes effective, shall run with the land and shall inure to the benefit of the Parties and each of their respective successors and assigns.
5. The Parties hereby ratify all other terms, conditions, covenants, representations, warranties and indemnities set forth in the Original Agreement as modified by this Amendment.
6. Capitalized terms used, but not defined, herein, shall have the same meanings ascribed to such term in the Original Agreement.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

**PROPERTY OWNER**

Ran Holdings L.L.P, an Arizona  
Limited Liability Partnership

Signature 

Name RAN EYAL

Its MEMBER - MANAGER

STATE OF Arizona )  
 ) ss:  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2021, by Eyal Ran as Member - Manager of Ran Holdings L.L.P., an Arizona limited liability partnership, on behalf of said limited liability partnership.

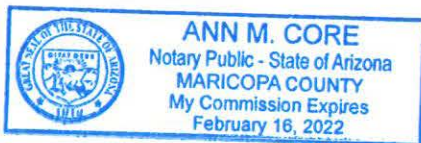
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

2/16/22





CITY

CITY OF PHOENIX, a municipal  
corporation

Jeff Barton, City Manager

By:

\_\_\_\_\_  
Michelle Dodds

Historic Preservation Officer

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA    )  
                                  ) ss.  
County of Maricopa    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Michelle Dodds, Historic Preservation Officer of the CITY OF PHOENIX, a municipal  
corporation, on behalf of the City of Phoenix.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"  
Legal Description  
612-614 North 5<sup>th</sup> Avenue  
Phoenix, Arizona 85003

Lot 8, Block F, BENNETT PLACE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2 of Maps, page 43.