

FIRST AMENDMENT TO MAYO FLYOVER STUDY AREA INTERGOVERNMENTAL AGREEMENT

This First Amendment to Mayo Flyover Study Area Intergovernmental Agreement (the “**First Amendment**”) is entered into as of the ____ day of September, 2025 (the “**Effective Date**”), by and between the STATE OF ARIZONA, through the Arizona State Land Commissioner and State Land Department (“**ASLD**”), and the CITY OF PHOENIX, ARIZONA, a municipal corporation (“**City**”), collectively referred to as the “**Parties**.”

RECITALS

- A. The Parties entered into that Mayo Flyover Study Area Intergovernmental Agreement dated December 7, 2022 (“Mayo Flyover IGA”).
- B. The Parties now desire to amend the Mayo Flyover IGA to reallocate certain Regional Funding obligations of ASLD Purchasers to different State Trust Land parcels and to modify the construction obligations of the Purchasers of the ASLD SB Parcels(s) 4L, 12C, 12L, and SB 8.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

- 1. Recitals, Definitions. Both Parties acknowledge that the recitals set forth above, which are incorporated herein by reference, are true and correct. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Mayo Flyover IGA.
- 2. Authority for Agreement. Both Parties acknowledge that this agreement is an Intergovernmental Agreement within the meaning of Arizona Revised Statutes (“**A.R.S.**”) § 11-951, et seq. ASLD enters into this agreement pursuant to A.R.S. §§ 37-102(B) (charge and control of all state trust lands), 37-132(A)(5) (impose conditions on the sale of state lands), and 37-335.06 (agreements to fund, install and reimburse costs of infrastructure on state lands). The City enters into this agreement pursuant to A.R.S. §§ 9-500.05 (enter into development agreements setting forth conditions and financing of public infrastructure). The Parties represent to each other that they have full power and authority to enter into this agreement, that the individual executing the agreement below is legally authorized to do so on behalf of the Party, and that all necessary actions have been taken to give full force and effect to this agreement.

3. Section 5 of the Mayo Flyover IGA, Auction Notice, is revised as follows: For the improvements required in Sections 8 through 12 of this Agreement, ASLD agrees to identify the applicable Regional Improvements and/or Regional Funding requirements in upcoming auction notices along with a notice that, "Regional Funding assigned with this land sale may be excluded from the City of Phoenix Impact Fee program and is ineligible for impact fee credit." In the event the applicable City of Phoenix Infrastructure Improvements Plan (IIP) is amended to include qualifying improvements, the Parties may agree to consider such assignment for applicable credit through future negotiations.
4. Section 6 of the Mayo Flyover IGA, Timing of Sales, is replaced as follows: The improvements required in Sections 8 through 12 of the Mayo Flyover IGA, other than Regional Funding and Parcel SB6, are conditioned on ASLD's successful auction, resulting in the issuance of a Certificate of Purchase or patent, of the lands within three (3) years of the effective date of this First Amendment. If ASLD fails to issue a Certificate of Purchase or patent for a parcel assigned for improvements listed in Sections 8 through 12 of the Mayo Flyover IGA within three (3) years of the Effective Date of this First Amendment, ASLD will assign all unassigned improvements to the next purchaser of a parcel within the Study Area. ASLD will include in any auction notices for the ASLD Land that the improvements listed are considered regional mitigation and are not tied directly to impacts specific to their assigned parcels. The cost of Regional Improvements and Regional Funding assigned to any auction parcel shall not exceed fifteen percent (15%) of the appraised value for the auction parcel unless a greater amount is approved by the State Land Commissioner.
5. Section 8 of the Mayo Flyover IGA, Purchaser of SB 12 parcel sale, is replaced as follows: The Purchaser of SB 12C, ASLD Auction No. 53-123263, will be responsible for the acquisition and construction of the following improvements at the intersection of Black Mountain Boulevard and Deer Valley Drive:
 - a. Southbound to westbound right turn lane
 - b. Westbound to northbound right turn lane

And improvements to the intersection of 40th Street and Deer Valley Drive:

 - c. Eastbound to southbound right turn lane
 - d. Westbound to northbound right turn lane

The Purchaser of SB 12L, ASLD Auction No. 53-124423, will be responsible for a Regional Funding contribution of five (5) million dollars, which is the remaining portion of the

Regional Funding contribution previously required to be paid by the purchaser of PR MF3 pursuant to Section 12 of the Mayo Flyover IGA.

6. Section 9 of the Mayo Flyover IGA, Purchaser of SB 4L parcel sale, is replaced as follows: The purchaser of SB 4L will be responsible for construction of the traffic signal and associated roadway improvements at the intersection of 56th Street and Pinnacle Peak Road. Purchaser will additionally be responsible for the completion of the south half street construction of Deer Valley Drive from 40th Street to Tatum Boulevard as depicted in Exhibit A. In the event Deer Valley Drive from 40th Street to Tatum Boulevard has been constructed or is under obligation to be constructed from an adjacent parcel, the purchaser of SB 4L will be obligated to provide regional funding in the amount of three (3) million dollars, which amount shall be applied to reduce the Regional Funding contribution required to be paid by the purchaser of SB 6 pursuant to Section 11 of the Mayo Flyover IGA..

7. Section 12 of the Mayo Flyover IGA, Purchaser of Paradise Ridge Parcel MF3 sale, is replaced as follows: The Purchaser of Paradise Ridge Parcel MF3, ASLD Auction No. 53-123084, will be responsible for:
 - a. The east half street of 64th Street from Mayo Boulevard to the southern limits of their property;
 - b. The south half street completion of Mayo Boulevard adjacent to their frontage; and
 - c. Regional funding contribution in the amount of five (5) million dollars.

8. Section 12.1 is to be added as follows: The Purchaser of Superblock 8 will be responsible for a Regional Funding contribution in the amount of ten (10) million dollars, which amount shall be applied to reduce the Regional Funding contribution required to be paid by the purchaser of SB 6 pursuant to Section 11 of the Mayo Flyover IGA. If not previously constructed by the purchaser of SB 4L, the purchaser of SB 8 will be responsible for completion of the south half street construction of Deer Valley Drive from 40th Street to Tatum Boulevard as depicted in Exhibit A. In the event Deer Valley Drive from 40th Street to Tatum Boulevard has previously been constructed, the purchaser of SB 8 will be obligated to provide additional Regional Funding in the amount of three (3) million dollars, which amount shall also be applied to reduce the Regional Funding contribution required to be paid by the purchaser of SB 6 pursuant to Section 11 of the Mayo Flyover IGA.

9. The first sentence of Section 17 of the Mayo Flyover IGA is replaced as follows: Regional Funding assigned will be collected by ASLD from the successful bidder on the day of auction and remitted to the City within thirty (30) days of auction.
10. Amendment. Except as otherwise amended hereby, all of the terms and provisions of the Mayo Flyover IGA shall remain in full force and effect. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Mayo Flyover IGA, the terms and provisions of this First Amendment will govern and prevail.
11. Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
12. Exhibits. The following exhibit is attached to this First amendment and made a part hereof:

Exhibit A: Mayo Flyover Study Area Map

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ARIZONA STATE LAND DEPARTMENT

By: _____
Robyn Sahid
State Land Commissioner

APPROVED AS TO FORM:
OFFICE OF THE ARIZONA ATTORNEY GENERAL

By: _____
Assistant Attorney General

CITY OF PHOENIX, an Arizona municipal
corporation

By: _____

Alan Stephenson
Deputy City Manager

ATTEST:

By:
City Clerk

APPROVED AS TO FORM:

By:
City Attorney

