

Unofficial Document

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CHRISTINA 2 OF 3

WHEN RECORDED RETURN TO:
Al Dreska
General Manager Municipal Services
City of Scottsdale
9191 E. San Salvador
Scottsdale, AZ 85258

Agreement No. 960140

DRAINAGE EASEMENT BOUNDARY REALIGNMENT AND REAL PROPERTY EXCHANGE AGREEMENT

This Drainage Easement Boundary Realignment and Real Property Exchange Agreement (the "Agreement") is made this 14th day of April, 1997 by and between Town King Enterprise Co., Ltd. ("Hotel") and the City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

A. Various parcels of real property referenced in this Agreement are depicted on the drawing (the "Parcel Map") attached hereto as Exhibit "*". The parcels depicted on the Parcel Map are more particularly described in the following exhibits:

<u>Parcel</u>	<u>Exhibit</u>
A	A
B	B
C	C
D	D
E	E
F	F
G	G
H	H

B. Hotel is the owner of an existing hotel-resort facility, (the "Resort") located upon a parcel of real property (the "Resort Parcel") described on Exhibit "T" attached hereto.

C. City is the holder of rights (the "Drainage Easement") in a certain parcel owned by Hotel pursuant to a certain Drainage and Flood Control Easement (the "Easement Grant") recorded June 20, 1974 at document No. 10706/1461 of the public records of Maricopa County, Arizona.

D. City is the holder of rights (the "Golf Course Easement") in a certain parcel owned by Hotel pursuant to a certain Grant of Easement (Golf Course Purposes) (the "Easement Grant") recorded April 24, 1986 at document No. 86-200890 of the public records of Maricopa County, Arizona.

E. Preparatory to City's (or City's assignee's) construction of a golf course project in the Indian Bend Wash and adjoining properties, City and Hotel desire by this Agreement to realign the boundaries of the Drainage Easement.

F. In addition, the parties desire by this Agreement to conditionally convey, extinguish and create certain real property interests as specified herein.

G. Certain conveyances and performances hereunder are subject to a condition (the "Condition") as specified herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration received, the parties agree as follows:

1. Drainage Easement Realignment. City and Hotel hereby agree that the legal description attached to the Drainage Easement Grant as set forth at Document No. 10706/1461 is hereby amended so that Parcel C is immediately and irrevocably added to the Drainage Easement and Parcel A, Parcel B and Parcel E are immediately and irrevocably deleted from the Drainage Easement. This paragraph merely moves the boundary of the Drainage Easement and does not increase or decrease Hotel's rights to install, maintain, repair or rebuild future improvements within the Drainage Easement. City acknowledges that Hotel may maintain, repair and rebuild Hotel's existing improvements within Parcel C, which consist of a wing of the hotel building, a fountain and related pumps, piping and equipment, together with landscaping and irrigation equipment. This paragraph is not subject to the Condition.

2. Parcel D and Parcel F Exchange. Upon execution of this Agreement, City shall deed Parcel D to Hotel and Hotel shall deed Parcel F to City. Any structure for human occupancy on Parcel F shall be of high quality permanent construction and shall be connected to main public utility systems. City's deed to Hotel is not subject to the Condition. Hotel's deed to City is subject to the Condition.

3. Golf Course Easement. The Golf Course Easement as set forth at Document No. 86-200890 is hereby immediately and irrevocably extinguished. This paragraph is not subject to the Condition.

4. Parcel H Conveyance. Hotel does hereby grant to City a perpetual unrestricted easement nonexclusive over, under and across the entirety of Parcel H for all golf course and related purposes. This paragraph is subject to the Condition.

5. Access Easement. This paragraph is subject to the Condition. Hotel does hereby grant to City a perpetual, unrestricted and non-exclusive easement over the entirety of Parcel G as follows:

5.1. The easement is for the purpose of all vehicular and pedestrian access and utilities (including without limitation construction access) to and from Indian Bend Road and Parcel F and the golf course project. In the event City uses Parcel G for significant heavy golf course construction vehicle access, City shall refurbish Parcel G to its pre-existing condition upon completion of the golf course. During all construction work, including work to install or replace utilities, City shall use signage, temporary road surfaces, steel plates and other devices to ensure that there is always uninterrupted vehicular and pedestrian access to the Resort.

5.2. City does not have the right to park vehicles on Parcel G.

5.3. Upon each annual anniversary of this Agreement occurring after commencement of construction of a golf course (the "Commencement Date"), City shall pay to Hotel the amount of Twenty Five Thousand Dollars (\$25,000) in cash as City's contribution toward maintenance, upkeep and all other responsibilities of operation and ownership of the roadway upon Parcel G. Said amount shall be automatically adjusted upward or downward, as the case may be, on each fifth annual anniversary of this Agreement falling after the Commencement Date. (For example, if the Commencement date were to occur in the thirtieth month (i.e., during the third year) after the date of this Agreement, then the amount will be adjusted on the eighth, thirteenth, etc., annual anniversaries of this Agreement.) The adjustment shall be on the basis of changes in the ENR 20 City: Construct Cost index (the "Index") as published quarterly by the Engineering News-Record magazine for the quarter in which said fifth anniversary occurs. The amount of each annual payment coming due after the adjustment date (represented by the letter "P" in the formula set forth below) shall be equal to the then current Index number (represented by the letter "I" in the formula set forth below) divided by the Index number for the quarter during which this Agreement Commences (represented by the letter "M" in the formula set forth below), and multiplied by the original annual payment amount specified above (represented by the "\$" symbol in the formula set forth below). This computation is expressed by the following formula:

$$P = \frac{I}{M} \times \$$$

The Index for the quarter this Agreement commences (i.e., second quarter 1997) is _____. If such Index shall no longer be published at the adjustment date, then another similar construction cost index published by any federal agency shall be substituted as chosen by City.

5.4. Hotel shall spend reasonable and appropriate amounts each calendar year upon actual maintenance and repairs to the roadway. The preceding sentence does not require Hotel to perform capital improvements during each calendar year so long as Hotel complies with requirements of this

Agreement. The entire length of the roadway within Parcel G shall be repaired and maintained to a uniform condition. All maintenance, repairs, improvements and other work on Parcel G shall be the responsibility of Hotel.

5.5. Hotel and City shall provide the following indemnities and insurance with respect to Parcel G:

5.5.1. City shall defend, indemnify and hold harmless Hotel and its employees, officers, officials, agents, assigns, sublessees and contractors from and against all claims, damages, losses or expenses (including attorney fees) for damages to property or bodily injury to or death of any person resulting from or arising out of the negligent or wrongful acts, errors or omissions of City and its employees, officers, officials, agents, assigns, sublessees and contractors.

5.5.2. Hotel shall defend, indemnify and hold harmless City and its employees, officers, officials, agents, assigns, sublessees and contractors from and against all claims, damages, losses or expenses (including attorney fees) for damages to property or bodily injury to or death of any person resulting from or arising out of the negligent or wrongful acts, errors or omissions of Hotel and its employees, officers, officials, agents, assigns, ~~sublessees~~ and contractors.

5.5.3. In the event of any third party claim or legal action against both City and Hotel, City and Hotel hereto agree to discuss and analyze the benefits of a common but mutual defense.

5.5.4. City and Hotel shall maintain during the life of this Agreement purchased insurance or a self insurance program to cover their own individual, respective and distinct liabilities, hazards and exposures they create or generate from the activities arising out of this Agreement.

5.5.5. City's responsibility, whether by purchase purchased insurance or self insurance, shall be primary as respects the negligent or wrongful acts, errors or omissions of City, its employees, officers, officials, agents, assigns, sublessees and contractors, and any purchased insurance or self insurance maintained by Hotel shall not contribute to it.

5.5.6. Hotel's responsibility, whether by purchased insurance or self insurance, shall be primary as respects the negligent or wrongful acts, errors or omissions of Hotel and its employees, officers, officials, agents, assigns, sublessees and contractors, and any purchased insurance or self insurance maintained by City shall not contribute to it.

6. Indian Bend Road Traffic Signal. In the event the intersection of Parcel G and Indian Bend Road in the future meets engineering warrants for installation of a traffic signal and such a traffic signal is approved by the City's Transportation Commission and installed, such installation and any related traffic engineering and signal design study shall occur without financial contribution by Hotel. The preceding sentence shall automatically terminate in the event any portion of the Resort Parcel is used for

any use other than residential, restaurant, resort or hotel use. In any event, Hotel shall without compensation dedicate to City any right-of-way necessary for any traffic signal. This paragraph is subject to the Condition.

7. Monument Sign. As of the date of this Agreement, Hotel is using a monument sign located in City's Indian Bend Road right-of-way east of the intersection of Parcel G and Indian Bend Road. Until such old sign is removed, the golf course shall have a separate monument sign located so as not to block the visibility of the old sign. When Hotel's old sign is removed from the Indian Bend Road right-of-way, City shall construct at its own expense upon the Resort Parcel near the southeast corner of the intersection of Parcel G and Indian Bend Road a new shared monument sign for the Resort and the golf course. Within thirty (30) days after completion of the new sign, Hotel shall cause the permanent removal of any other signs upon the Resort Parcel visible from Indian Bend Road. The new sign may be lighted if permitted by law. City and Hotel shall jointly maintain, repair, renovate, move and replace the new sign and shall share equally all sign costs, other than initial construction costs. City shall invite Hotel's participation in the design of the new sign. The new sign must comply with all applicable sign ordinances and regulations, including any applicable variances or other permits that may be issued. Hotel shall have the right from time to time to permit other users upon the new sign as permitted by law. But the area of the new sign allocated to City and available for City's sole and exclusive use shall in no event be less than one half of the total sign area that would be permitted by law if only City and Hotel used the new sign only for the Resort and the golf course. In lieu of the new monument sign, Hotel shall have the right (exercised by notice to City given at least thirty (30) days prior to construction of the new sign) to require City to construct City's own separate sign at approximately the same location on the Resort Parcel. Resort's notice shall specify the location of Resort's new sign. The intent of this paragraph is that after removal of Hotel's old sign, City shall always have either a shared sign or a separate sign at the new location upon the Resort Parcel. City's separate sign shall not block the visibility of Resort's new sign. Without limitation, any sign located fifty (50) or more feet from another sign shall be deemed not to block the visibility of the other sign. Hotel hereby grants to City a perpetual non-exclusive easement for the sign as described by this paragraph. This paragraph is subject to the Condition.

8. Condition. The Condition is that each deed, conveyance or other provision of this Agreement which is stated to be subject to the Condition shall automatically fail ab initio, be rescinded, and be of no force or effect as if it had never occurred, unless, within eighteen (18) months after the date of this Agreement, one or more of the following events has occurred:

8.1. City has signed a lease or other agreement with a third party golf course developer which requires said developer to construct a golf course project upon all or part of the Indian Bend Wash between McDonald Road and Indian Bend Road.

8.2. City has commenced constructing a golf course upon all or part of the Indian Bend Wash between McDonald Road and Indian Bend Road.

8.3. City has unilaterally and in its sole and absolute discretion recorded a statement stating that the Condition has been satisfied or waived by City.

9. Amendment or Termination. No amendment or termination of this Agreement shall be effective until a written instrument executed and acknowledged by City and Hotel setting forth the terms of the modification, amendment or termination is recorded in the Office of the County Recorder of Maricopa County.

10. Waiver and Beach. No breach of this Agreement shall justify any further or additional breach, or entitle the other party or any other person or entity to cancel, rescind or otherwise terminate this Agreement.

11. Form of Deed. All deeds required by this Agreement shall be in the form attached hereto as Exhibit "J", which limits and defines the respective grantors' liabilities under such deeds. Any deed to which the Condition does not apply shall omit the provisions concerning the Condition.

12. Warranties. Hotel warrants that it is the owner of fee simple title to the Resort Parcel, Parcel A, Parcel B, Parcel C, Parcel F, Parcel G and ~~Unofficial Document~~ and that all persons (other than governmental entities) having or claiming any interest therein which is actually or potentially adverse to any right granted to City pursuant to this Agreement have unconditionally and irrevocably consented to and joined in this Agreement, as evidenced by consent forms in the form attached hereto as Exhibit "K", which consent forms Hotel shall cause to be attached to and recorded with this Agreement.

13. Flood District. Notwithstanding anything contained herein to the contrary, City and Hotel acknowledge that Flood Control District of Maricopa County ("Flood District") may hold easements or other rights or interests in all or part of any parcel affected by this Agreement. City and Hotel mutually waive any objections to such interests. The parties contemplate that either party may desire that Flood District abandon or convey to such party Flood District's interest in any parcel as to which such party is a grantee under this Agreement. At the request of such party, the other party shall inform Flood District in writing of the parties' mutual support for such abandonment or conveyance. The preceding sentence does not apply to objections by City regarding public health, safety or welfare.

14. Injunctive Relief. The violation or threatened violation by City or Hotel, of any of the provisions contained herein, may be enjoined in any court of competent jurisdiction.

15. Compliance with Law. Hotel acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance or favoritism to Hotel with regard to), any law, ordinance, power, regulations, tax, assessment or other legal requirement now or hereafter imposed by the City of Scottsdale, or any other governmental body upon or affecting any property referenced herein. City has not relinquished any right of condemnation or eminent domain or other governmental authority over such property.

16. Severability. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

17. Notice. Notices made by the parties pursuant hereto may be served personally or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

City: CITY OF SCOTTSDALE
Asset Management Coordinator
7447 E. Indian School Road
Scottsdale, AZ 85251
Attention: Ron King

Copy to: CITY OF SCOTTSDALE
3939 Civic Center Boulevard
Scottsdale, AZ 85251
Attention: City Attorney Unofficial Document

Hotel: Town King Enterprises, Co., Inc.
7601 East Indian Bend Road
Scottsdale, Arizona 85250
Attention: Patrick Chen

Copy to: Holiday Inn SunSpree
7601 East Indian Bend Road
Scottsdale, AZ 85250
Attn: General Manager

18. Heading and Captions. The headings and captions of this Agreement are for convenience only and do not define, contract or expand any provision hereof.

19. Miscellaneous. This Agreement shall be governed by the internal laws of the State of Arizona without consideration of Arizona choice of law rules. There are no third party beneficiaries to this Agreement. Time is of the essence of this Agreement. The prevailing party shall be entitled to costs (including reasonable legal fees as determined by the court and not the jury) in the event of any dispute concerning this Agreement. All exhibits attached hereto are incorporated into this Agreement by this reference. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or negotiations with respect

(including reasonable legal fees as determined by the court and not the jury) in the event of any dispute concerning this Agreement. All exhibits attached hereto are incorporated into this Agreement by this reference. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or negotiations with respect thereto. The requirements of this Agreement and the documents executed pursuant hereto are binding upon the successors to the various parcels described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

TOWN KING ENTERPRISE CO., LTD.,
an Arizona corporation

By: *W. Saxe*
Its: *V.P. operations*

CITY OF SCOTTSDALE,
an Arizona (Unofficial Document) municipal corporation

By: *Sara K. Campana*
Sara Kathryn Campana, Mayor

ATTEST:

Sonia Robertson
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

Fredda J. Bisman
Fredda J. Bisman, City Attorney

Al Dreska
Al Dreska
General Manager Municipal Services

STATE OF ARIZONA)
)
County of Maricopa) ss.

Subscribed and sworn to before me this 11 day of April, 1997 by
A. Jansen, _____ of Town King Enterprise Co. Ltd.



William R. Briggs
Notary Public

My Commission Expires:

My Commission Expires March 28, 2000

STATE OF ARIZONA)
) ss. Unofficial Document
County of Maricopa)

Subscribed and sworn to before me this 14~~th~~ day of April, 1997 by Sam Kathryn
Campana, Mayor of the City of Scottsdale, an Arizona municipal corporation.

Samuel Richards
Notary Public

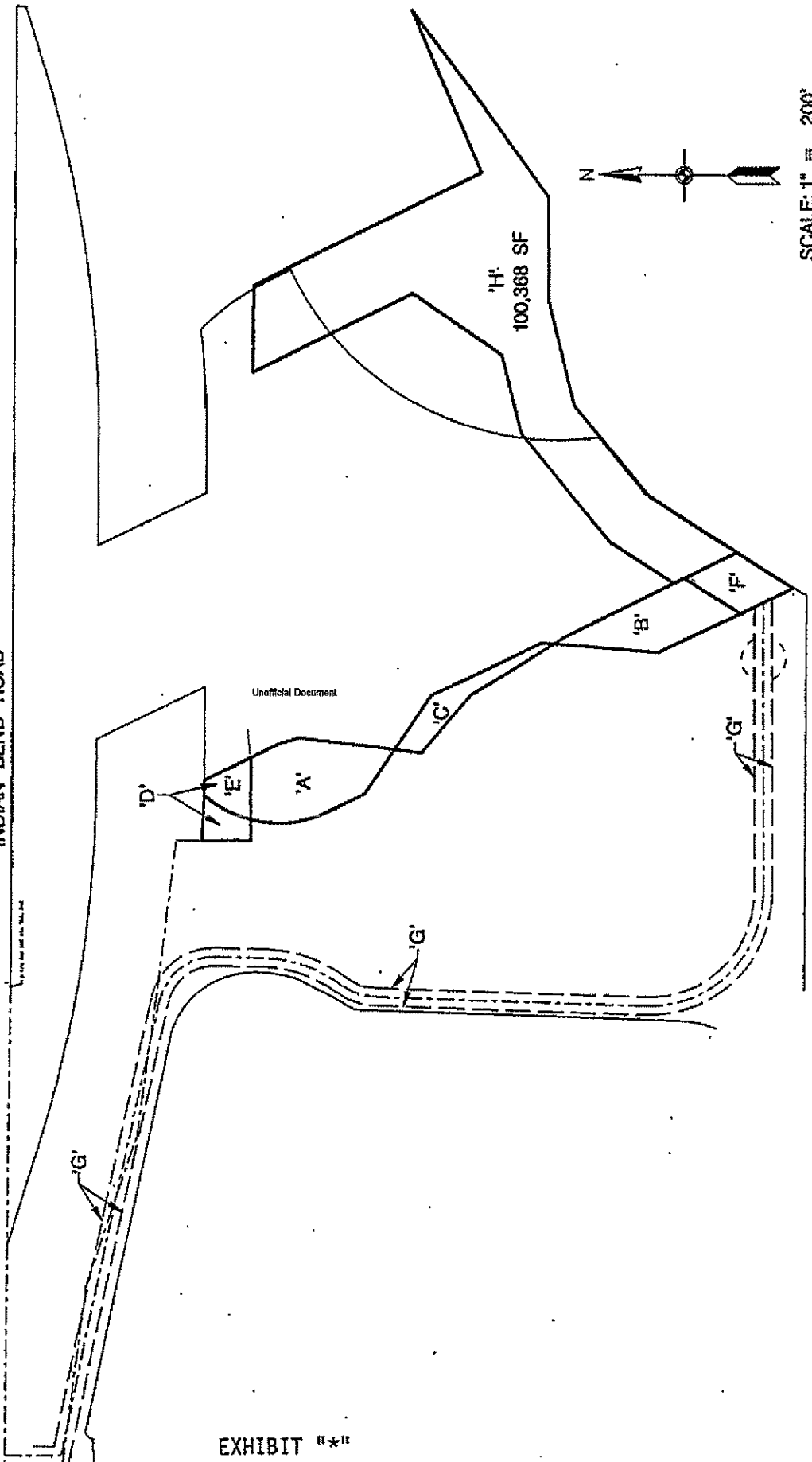
My Commission Expires:

10-28-97

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
*	Map of Parcels A through H
A	Legal description for Parcel A
B	Legal description for Parcel B
C	Legal description for Parcel C
D	Legal description for Parcel D
E	Legal description for Parcel E
F	Legal description for Parcel F
G	Legal description for Parcel G
H	Legal description for Parcel H
I	Legal description for Resort Parcel
J	Form of Special Warranty Deed
K	Form of consent by adverse interest holders

INDIAN BEND ROAD



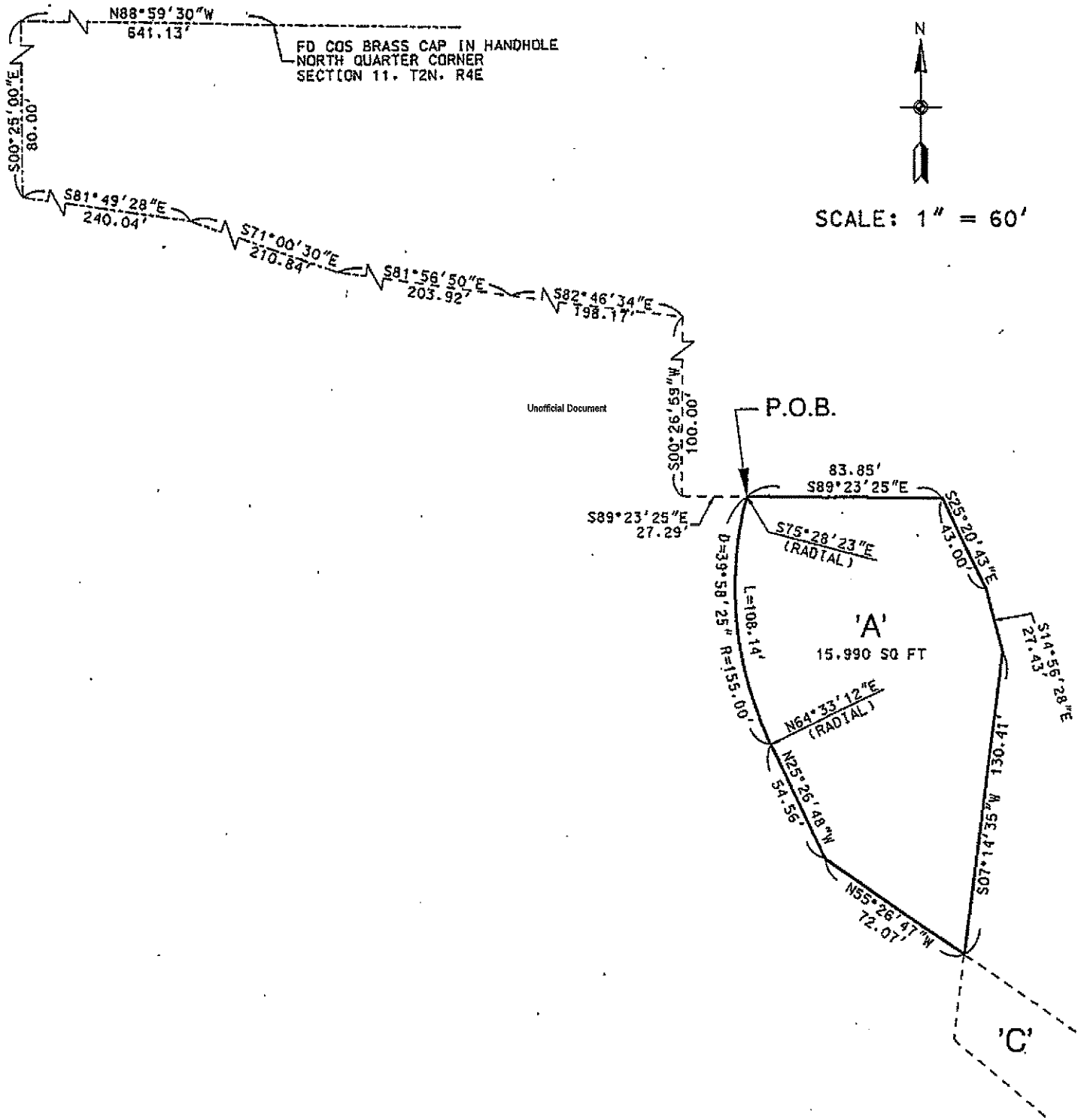
'H':
100,368 SF



SCALE: 1" = 200'
DATE: 05-22-96

EXHIBIT "A"

EXHIBIT FOR PARCEL 'A'



LEGAL DESCRIPTION

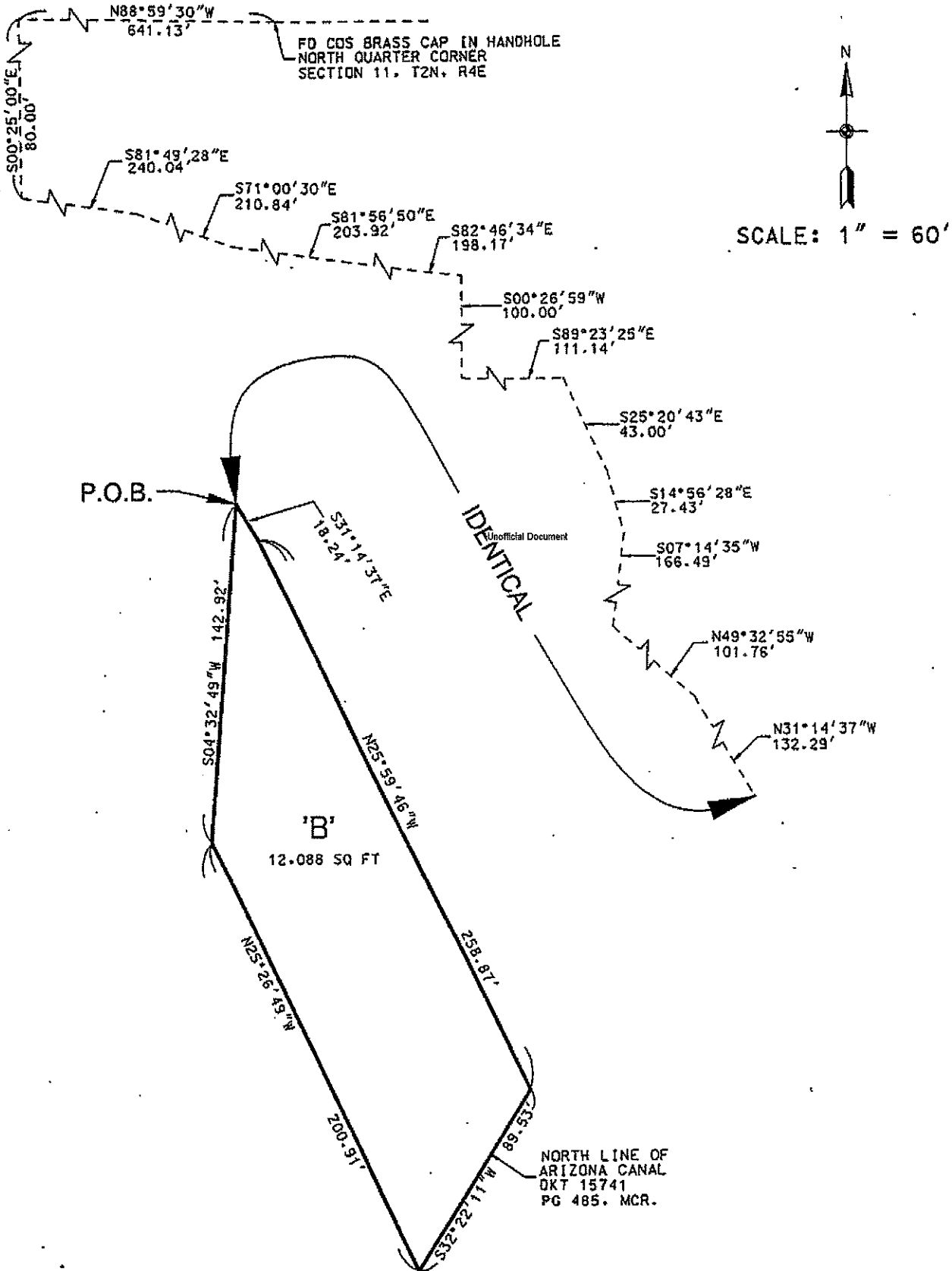
For purposes of extinguishing a portion of the Drainage and Flood Control Easement as described in Docket 10706, Page 1461, Maricopa County Records.

PARCEL A

That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 11; thence North 88 degrees 59 minutes 30 seconds West along the North line of said Section 11 a distance of 641.13 feet; thence departing said North line South 00 degrees 25 minutes 00 seconds East 80.00 feet; thence South 81 degrees 49 minutes 28 seconds East 240.04 feet; thence South 71 degrees 00 minutes 30 seconds East 210.84 feet; thence South 81 degrees 56 minutes 50 seconds East 203.92 feet; thence South 82 degrees 46 minutes 34 seconds East 198.17 feet; thence South 00 degrees 26 minutes 59 seconds West 100.00 feet; thence South 89 degrees 23 minutes 24 seconds East 27.29 feet to a point on the Westerly line of the Drainage and Flood Control Easement according to Docket 10706, Page 1461, records of said County, that lies on a non-tangent curve concave to the East with the center lying South 75 degrees 28 minutes 23 seconds East 155.00 feet, said point also being the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 23 minutes 25 seconds East 83.85 feet to the West top of Unofficial Document the Indian Bend Wash as it appeared on the twenty-sixth day of April, 1996; thence along said top of bank South 25 degrees 20 minutes 43 seconds East 43.00 feet; thence continuing along said top of bank South 14 degrees 56 minutes 28 seconds East 27.43 feet; thence continuing along said top of bank South 07 degrees 14 minutes 35 seconds West 130.41 feet to said Westerly Easement line; thence departing said top of bank North 55 degrees 26 minutes 47 seconds West along said Westerly line 72.07 feet; thence along said Westerly line North 25 degrees 26 minutes 48 seconds West 54.56 feet to the beginning of said curve concave to the East; thence Northerly along the arc of said curve through a central angle of 39 degrees 58 minutes 25 seconds a distance of 108.14 feet to the TRUE POINT OF BEGINNING.

EXHIBIT FOR PARCEL 'B'



LEGAL DESCRIPTION

For purposes of extinguishing a portion of the Drainage and Flood Control Easement as described in Docket 10706, Page 1461, Maricopa County Records.

PARCEL B

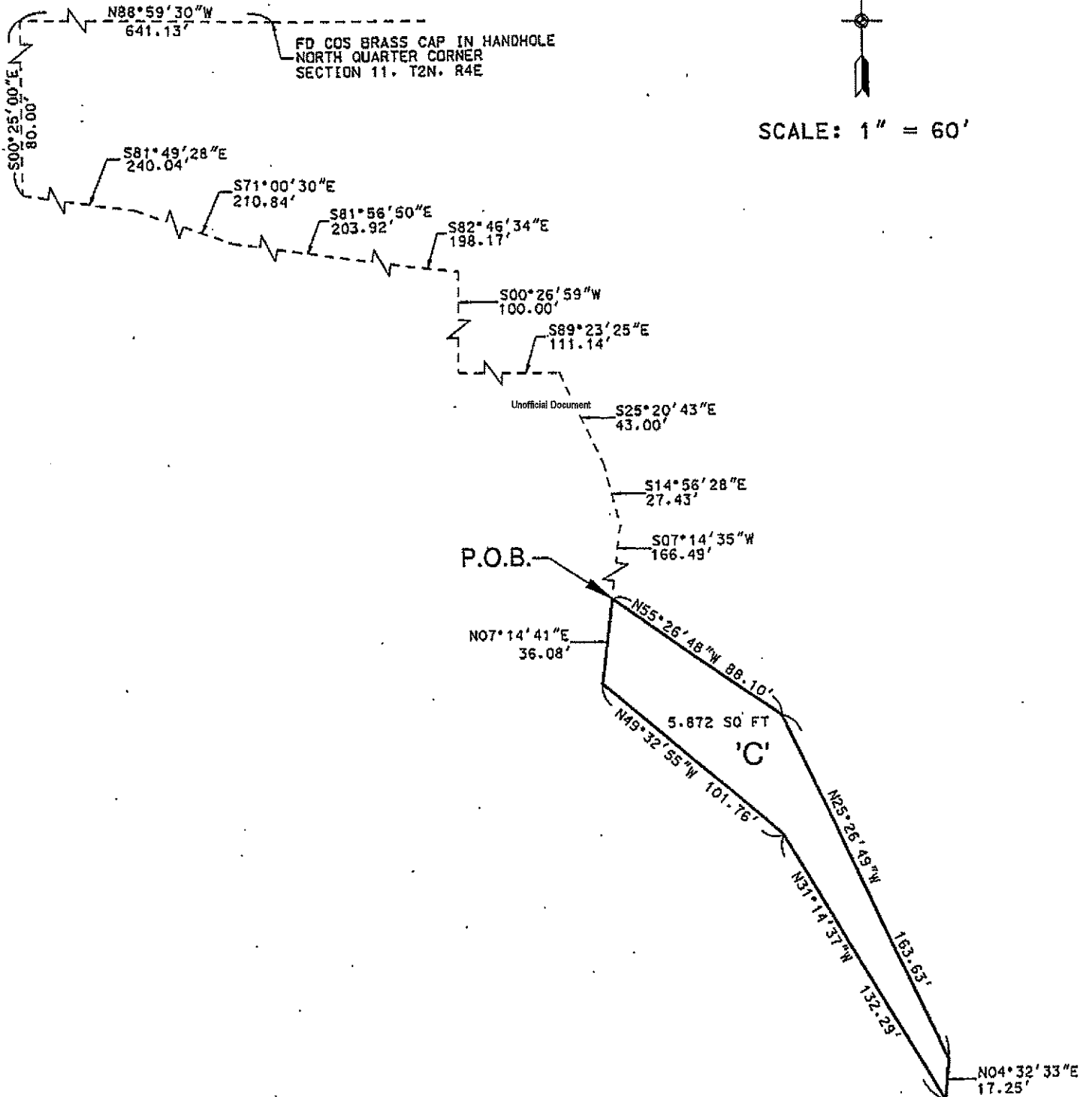
That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 11; thence North 88 degrees 59 minutes 30 seconds West along the North line of said Section 11 a distance of 641.13 feet; thence departing said North line South 00 degrees 25 minutes 00 seconds East 80.00 feet; thence South 81 degrees 49 minutes 28 seconds East 240.04 feet; thence South 71 degrees 00 minutes 30 seconds East 210.84 feet; thence South 81 degrees 56 minutes 50 seconds East 203.92 feet; thence South 82 degrees 46 minutes 34 seconds East 198.17 feet; thence South 00 degrees 26 minutes 59 seconds West 100.00 feet; thence South 89 degrees 23 minutes 25 seconds East 111.14 feet to the West top of bank of the Indian Bend Wash as it had appeared on the twenty-sixth day of April, 1996; thence South 25 degrees 20 minutes 43 seconds East along said top of bank 43.00 feet; thence continuing along said top of bank South 14 degrees 56 minutes 28 seconds East 27.43 feet; thence continuing along said top of bank South 07 degrees 14 minutes 35 seconds West 166.49 feet; thence continuing along said top of bank South 49 degrees 32 minutes 55 seconds East 101.76 feet; thence continuing along ^{Unofficial Document} said top of bank South 31 degrees 14 minutes 37 seconds East 132.29 feet to a point on the Westerly line of the Drainage and Flood Control Easement according to Docket 10706, Page 1461, Maricopa County Records, and the TRUE POINT OF BEGINNING: thence continuing along said top of bank South 28 degrees 14 minutes 36 seconds East 18.24 feet; thence continuing along said top of bank South 25 degrees 59 minutes 46 seconds East 258.87 feet to the Northerly line of the Arizona Canal according to Docket 15741, Page 485, Maricopa County Records; thence departing said top of bank South 32 degrees 22 minutes 12 seconds West along said Northerly line 89.53 feet; thence departing said Northerly line North 25 degrees 26 minutes 49 seconds West and along said Westerly line 200.91 feet (199.49 feet, record); thence North 04 degrees 32 minutes 49 seconds East along said Westerly line 142.92 feet to the TRUE POINT OF BEGINNING.

EXHIBIT FOR PARCEL 'C'



SCALE: 1" = 60'



LEGAL DESCRIPTION

For the purpose of expanding the Drainage and Flood Control Easement as described in Docket 10706, Page 1461, Maricopa County Record.

PARCEL C

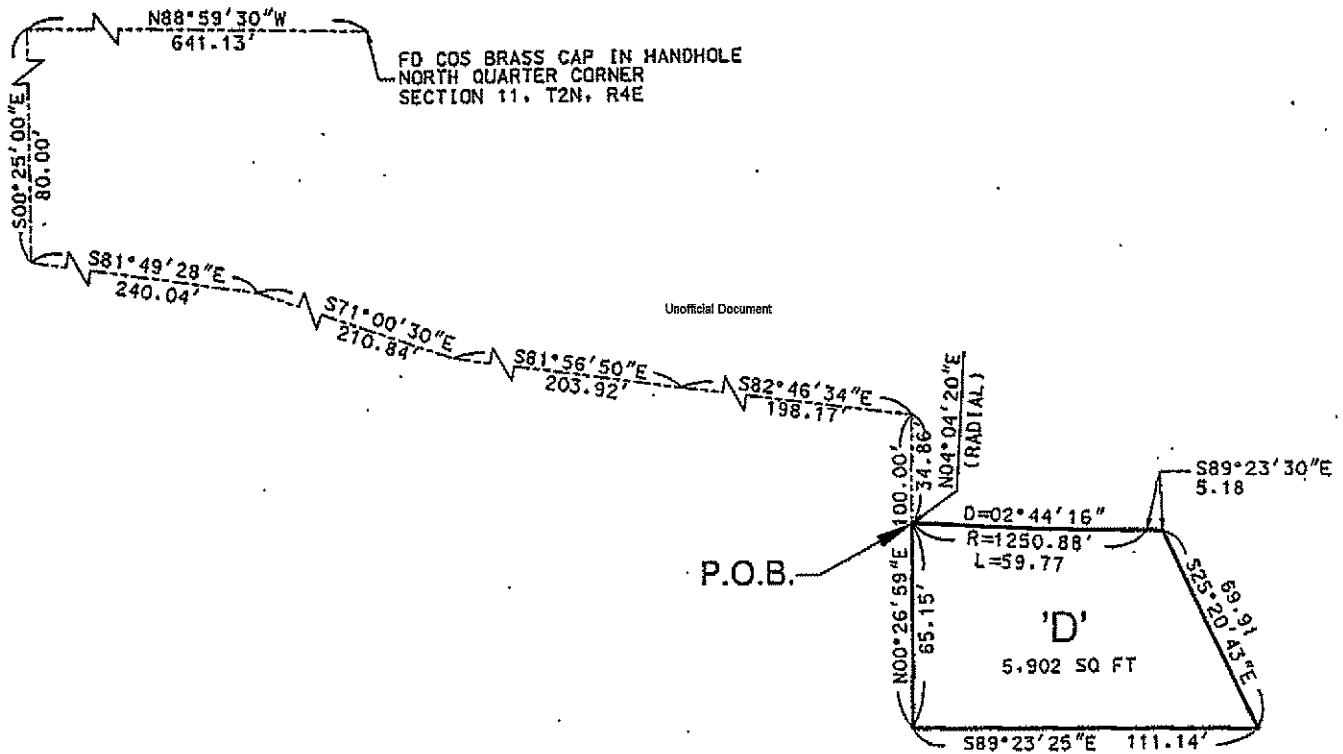
That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 11; thence North 88 degrees 59 minutes 30 seconds West along the North line of said Section 11 a distance of 641.13 feet; thence departing said North line South 00 degrees 25 minutes 00 seconds East, 80.00 feet; thence South 81 degrees 49 minutes 28 seconds East 240.04 feet; thence South 71 degrees 00 minutes 30 seconds East 210.84 feet; thence South 81 degrees 56 minutes 50 seconds East 203.92 feet; thence South 82 degrees 46 minutes 34 seconds East 198.17 feet; thence South 00 degrees 26 minutes 59 seconds West 100.00 feet; thence South 89 degrees 23 minutes 25 seconds East 111.14 feet to the West top of bank of the Indian Bend Wash as it had appeared on the twenty-sixth day of April, 1996; thence along said top of bank South 25 degrees 20 minutes 43 seconds East 43.00 feet; thence continuing along said top of bank South 14 degrees 56 minutes 28 seconds East 27.43 feet; thence continuing along said top of bank South 07 degrees 14 minutes 35 seconds West 130.41 feet to the Westerly line of the Drainage and Flood Control Easement as recorded in Docket 10706, Page 1461, Maricopa County Records, and the TRUE POINT OF BEGINNING; thence departing said top of bank South 55 degrees 26 minutes 48 seconds East along said Westerly line South 55 degrees 26 minutes 48 seconds East 88.10 feet; thence continuing along said Westerly line South 25 degrees 26 minutes 49 seconds East 163.63 feet; thence continuing along said Westerly line South 04 degrees 32 minutes 33 seconds West 17.25 feet to said top of bank; thence departing said Westerly line North 31 degrees 14 minutes 37 seconds West along said top of bank 132.29 feet; thence continuing along said top of bank North 49 degrees 32 minutes 55 seconds West 101.76 feet; thence continuing along said top of bank North 07 degrees 14 minutes 41 seconds East 36.08 feet to the TRUE POINT OF BEGINNING.

EXHIBIT FOR PARCEL 'D'



SCALE: 1" = 60'



LEGAL DESCRIPTION

For purposes of conveying ownership or rights of certain real property by quit claim deed to the benefit of the adjacent hotel property ownership.

PARCEL D

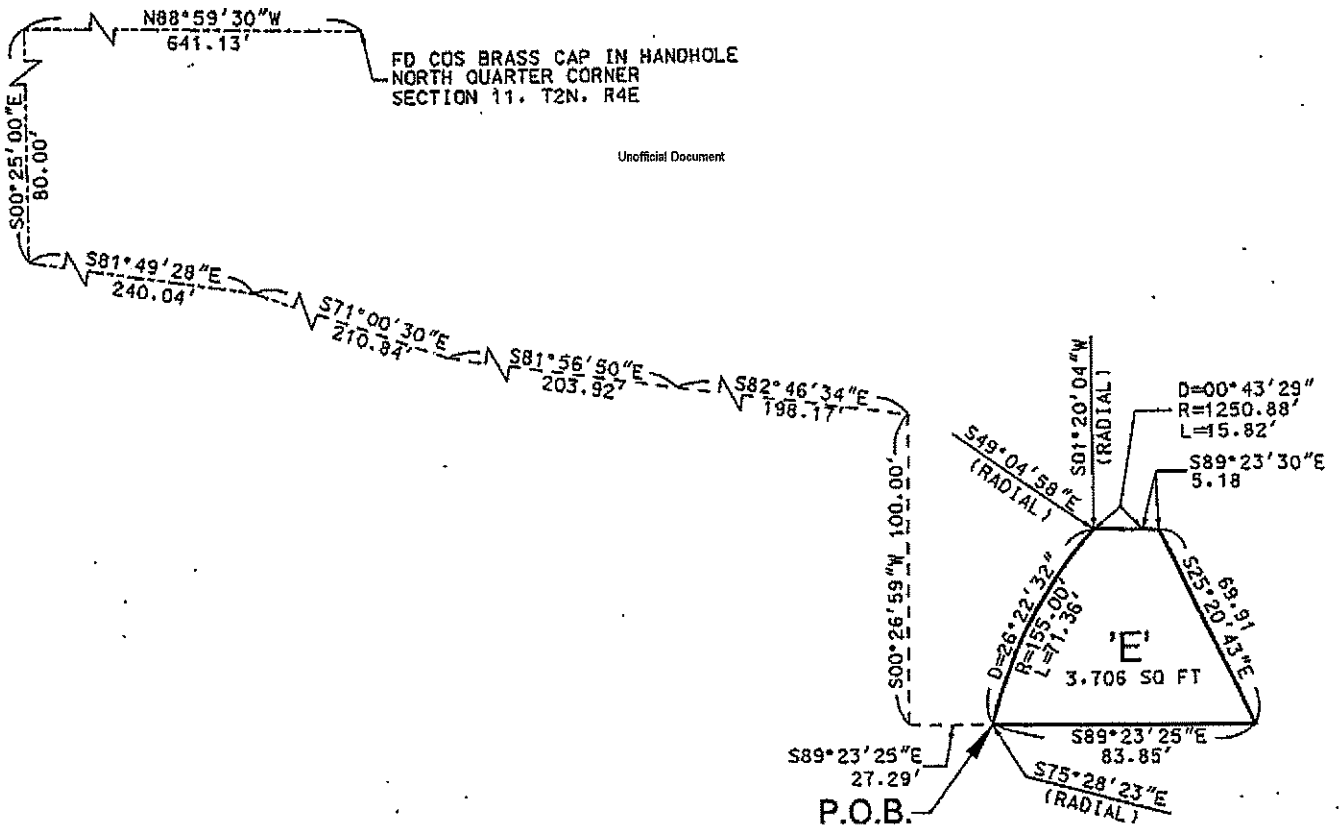
That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 11; thence North 88 degrees 59 minutes 30 seconds West along the North line of said Section 11 a distance of 641.13 feet; thence departing said North line South 00 degrees 25 minutes 00 seconds East 80.00 feet; thence South 81 degrees 49 minutes 28 seconds East 240.04 feet; thence South 71 degrees 00 minutes 30 seconds East 210.84 feet; thence South 81 degrees 56 minutes 50 seconds East 203.92 feet; thence South 82 degrees 46 minutes 34 seconds East 198.17 feet; thence South 00 degrees 26 minutes 59 seconds West 34.86 feet, more or less, to a point on the Southerly line of the Roadway Right-of-Way as described in Docket 10706, Page 1469, records of said County, said point on Right-of-Way also being on a non-tangent curve to the North with its center lying North 04 degrees 04 minutes 20 seconds East 1250.88 feet and the TRUE POINT OF BEGINNING of the herein described property; thence Easterly along said curve through a central angle of 03 degrees 27 minutes 45 seconds a distance of 75.69 feet; thence continuing along said Right-of-Way South 89 degrees 23 minutes 30 seconds East 5.18 feet to the West top of bank of the Indian Bend Wash as it appeared on the twenty-sixth day of April, 1996; thence departing said Right-of-Way South 25 degrees 20 minutes 43 seconds East along said top of bank 69.91 feet; thence departing said top of bank North 89 degrees 23 minutes 25 seconds West 111.14 feet; thence North 00 degrees 26 minutes 58 seconds East 65.15 feet to the TRUE POINT OF BEGINNING.

EXHIBIT FOR PARCEL 'E'



SCALE: 1" = 60'



LEGAL DESCRIPTION

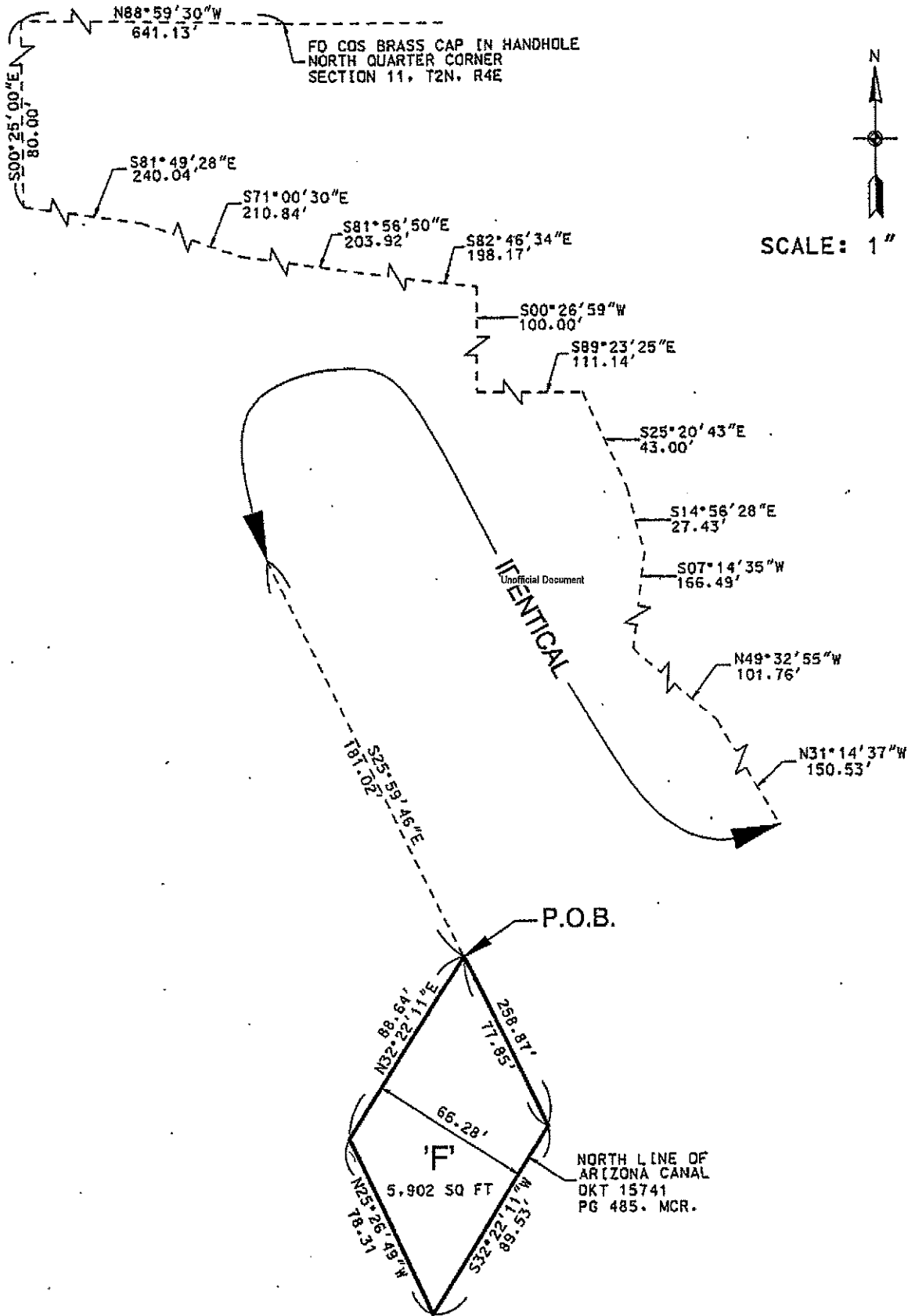
For purposes of extinguishing a portion of the Drainage and Flood Control Easement as described in Docket 10706, Page 1461, Maricopa County Records.

PARCEL E

That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 11; thence North 88 degrees 59 minutes 30 seconds West along the North line of said Section 11 a distance of 641.13 feet; thence departing said North line South 00 degrees 25 minutes 00 seconds East 80.00 feet; thence South 81 degrees 49 minutes 28 seconds East 240.04 feet; thence South 71 degrees 00 minutes 30 seconds East 210.84 feet; thence South 81 degrees 56 minutes 50 seconds East 203.92 feet; thence South 82 degrees 46 minutes 34 seconds East 198.17 feet; thence South 00 degrees 26 minutes 59 seconds West 100.00 feet; thence South 89 degrees 23 minutes 25 seconds East 27.29 feet to a point on the Westerly line of the Drainage and Flood Control Easement according to Docket 10706, Page 1461, records of said County, that lies on a curve concave to the East with the center lying South 75 degrees 28 minutes 23 seconds East 155.00 feet, said point also being the TRUE POINT OF BEGINNING; thence Northeasterly along said curve through a central angle of 26 degrees 22 minutes 32 seconds an arc distance of 71.36 feet to a point on a curve concave to the North with the center lying ^{Unofficial Document} NORTH 01 degree 20 minutes 04 seconds East 1250.88 feet; thence said easement line and along last said curve through a central angle of 00 degrees 43 minutes 29 seconds an arc distance of 15.82 feet; thence South 89 degrees 23 minutes 30 seconds East 5.18 feet to the West top of bank of the Indian Bend Wash as it appeared on the twenty-sixth day of April, 1996; thence along said top of bank South 25 degrees 20 minutes 43 seconds East 69.91 feet; thence departing said top of bank North 89 degrees 23 minutes 24 seconds West 83.85 feet to the TRUE POINT OF BEGINNING.

EXHIBIT FOR PARCEL 'F'



SCALE: 1" = 60'

Unofficial Document

IDENTICAL

LEGAL DESCRIPTION

For purposes of conveying ownership or rights of certain real property by quit claim deed to the benefit of the City of Scottsdale.

PARCEL F

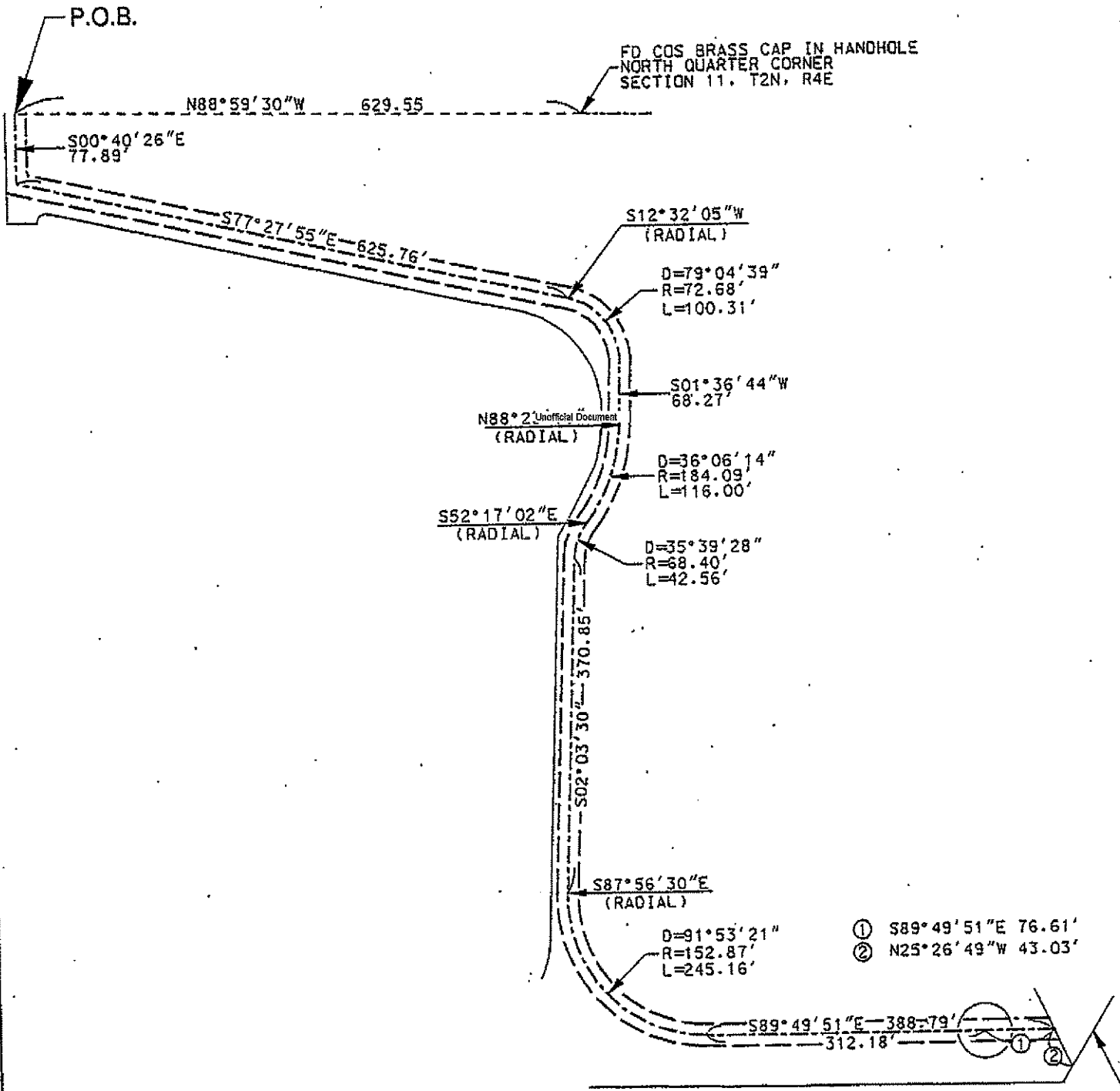
That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 11; thence North 88 degrees 59 minutes 30 seconds West along the North line of said Section 11 a distance of 641.13 feet; thence departing said North line South 00 degrees 25 minutes 00 seconds East 80.00 feet; thence South 81 degrees 49 minutes 28 seconds East 240.04 feet; thence South 71 degrees 00 minutes 30 seconds East 210.84 feet; thence South 81 degrees 56 minutes 50 seconds East 203.92 feet; thence South 82 degrees 46 minutes 34 seconds East 198.17 feet; thence South 00 degrees 26 minutes 59 seconds West 100.00 feet; thence South 89 degrees 23 minutes 25 seconds East 111.14 feet to the West top of bank of the Indian Bend Wash as it had appeared on the twenty-sixth day of April, 1996; thence South 25 degrees 20 minutes 43 seconds East along said top of bank 43.00 feet; thence continuing along said top of bank South 14 degrees 56 minutes 28 seconds East 27.43 feet; thence continuing along said top of bank South 07 degrees 14 minutes 35 seconds West 166.49 feet; thence continuing along said top of bank South 49 degrees 32 minutes 55 seconds East 101.76 feet; thence continuing along said top of bank South 31 degrees 14 minutes 36 seconds East 150.53 feet; thence continuing along said top of bank to South 25 degrees 59 minutes 46 seconds East 181.02 feet to the TRUE POINT OF BEGINNING; thence continuing along said top of bank South 25 degrees 59 minutes 46 seconds East 77.85 feet to the Northerly line of the Arizona Canal according to Docket 15741, Page 485, Maricopa County Records; thence departing said top of bank South 32 degrees 22 minutes 11 seconds West along said Northerly line 89.54 feet; thence departing said Northerly line North 25 degrees 26 minutes 49 seconds West and along said Westerly line 78.31 feet; thence North 32 degrees 22 minutes 11 seconds East 88.54 feet to the TRUE POINT OF BEGINNING.

EXHIBIT FOR PARCEL 'G'



SCALE: 1" = 160'



- ① S89°49'51"E 76.61'
- ② N25°26'49"W 43.03'

LEGAL DESCRIPTION

For the purpose of providing access to the land to be conveyed to the City of Scottsdale across the Hotel property.

PARCEL G

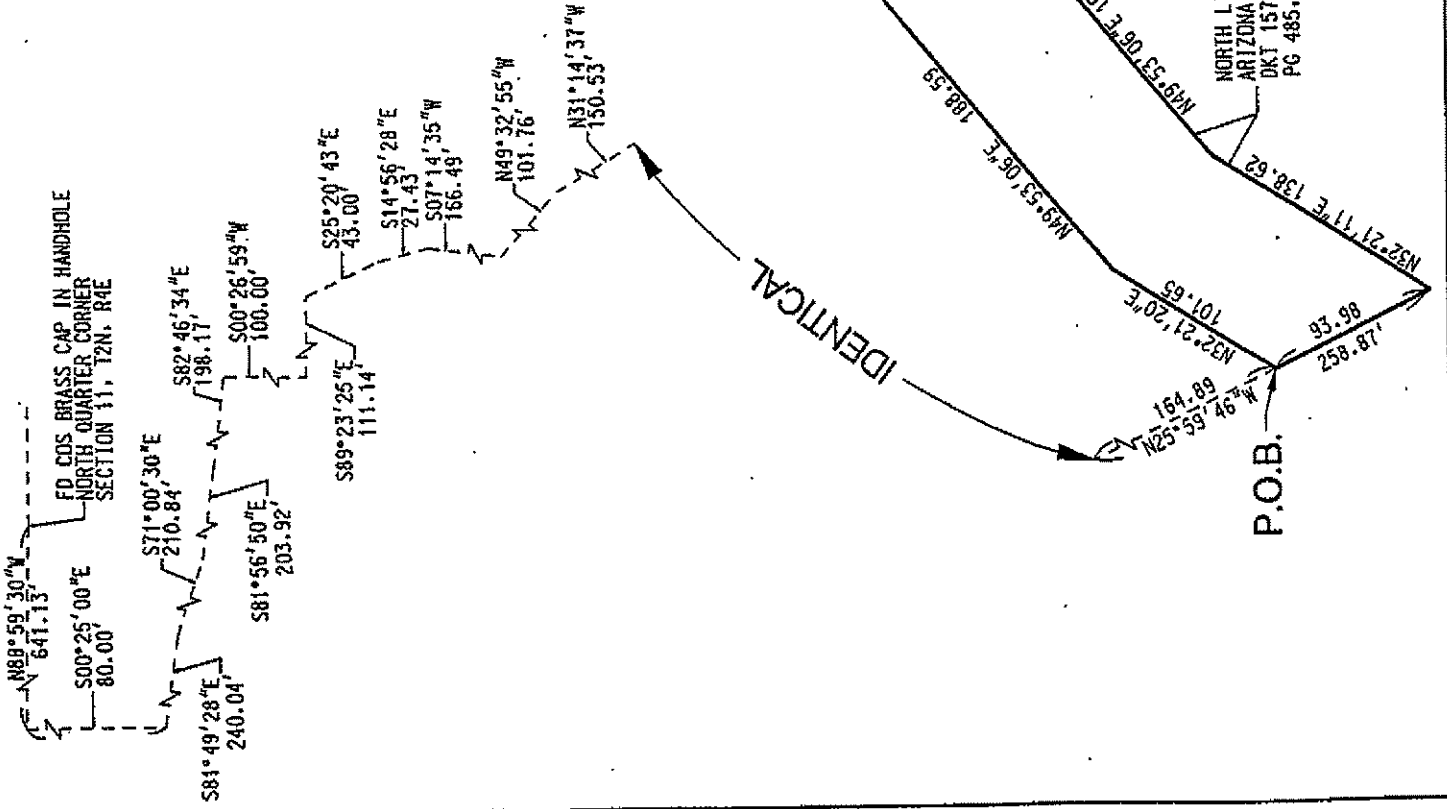
A strip of land twenty-four(24) feet in width lying twelve(12) feet on each side of the centerline that lies within the property ownership on the Holiday Inn and situated in the North half of Section Eleven (11), Township Two(2) North, Range Four(4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the North line of the Northwest quarter of said Section 11 that lies North 88 degrees 59 minutes 30 seconds West 629.55 feet from the North quarter corner of said Section 11; thence departing said North line South 00 degrees 40 minutes 26 seconds East 77.89 feet; thence South 77 degrees 27 minutes 55 seconds East 625.76 feet to the beginning of a curve concave to the Southwest with its center lying South 12 degrees 32 minutes 05 seconds West 72.68 feet; thence Southeasterly along said curve through a central angle of 79 degrees 04 minutes 39 seconds a distance of 100.31 feet; thence South 01 degree 36 minutes 44 seconds West 68.27 feet to the beginning of a curve concave to the Northwest with its center lying North 88 degrees 23 minutes 16 seconds West 184.09 feet; thence Southwesterly along last said curve through a central angle of 36 degrees 06 minutes 14 seconds a distance of 116.00 feet to the beginning of a reversing curve concave to the Southeast with its center lying South 52 degrees 17 minutes 02 seconds East 68.40 feet; thence Southwesterly along last said curve through a central angle of 35 degrees 39 minutes 28 seconds a distance of 42.56 feet; thence South 02 degrees 03 minutes 30 seconds West 370.85 feet to the beginning of a curve concave to the Northeast with its center lying South 87 degrees 56 minutes 30 seconds East 152.87 feet; thence Southeasterly along last said through a central angle of 91 degrees 53 minutes 21 seconds a distance of 245.16 feet; thence South 89 degrees 49 minutes 51 seconds East 312.18 feet to the center of a turnaround 360 degrees having a radius of 30.00 feet; thence continuing South 89 degrees 49 minutes 51 seconds East 76.61 feet, more or less, to a point on the Westerly line of the Drainage and Flood Control Easement according to Docket 10706, Page 1461, records of said County, that lies North 25 degrees 26 minutes 49 seconds West along said Westerly line 43.03 feet from the Northerly line of the Arizona Canal according to Docket 15741, Page 485, records of said County, last said point being the TERMINUS of the herein described centerline.

EXHIBIT FOR PARCEL 'H'



SCALE: 1" = 100'



LEGAL DESCRIPTION

For the purposes of the hotel ownership to convey an easement for golf course uses to the City of Scottsdale.

PARCEL H

That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 11; thence North 88 degrees 59 minutes 30 seconds West along the North line of said Section 11 a distance of 641.13 feet; thence departing said North line South 00 degrees 25 minutes 00 seconds East 80.00 feet; thence South 81 degrees 49 minutes 28 seconds East 240.04 feet; thence South 71 degrees 00 minutes 30 seconds East 210.84 feet; thence South 81 degrees 56 minutes 50 seconds East 203.92 feet; thence South 82 degrees 46 minutes 34 seconds East 198.17 feet; thence South 00 degrees 26 minutes 59 seconds West 100.00 feet; thence South 89 degrees 23 minutes 25 seconds East 111.14 feet to the West top of bank of the Indian Bend Wash as it had appeared on the twenty-sixth day of April, 1996; thence South 25 degrees 20 minutes 43 seconds East along said top of bank 43.00 feet; thence continuing along said top of bank South 14 degrees 56 minutes 28 seconds East 27.43 feet; thence continuing along said top of bank South 07 degrees 14 minutes 35 seconds West 166.49 feet; thence continuing along said top of bank South 49 degrees 32 minutes 55 seconds East 101.76 feet; thence continuing along ^{Unofficial Document} of bank South 31 degrees 14 minutes 36 seconds East 150.53 feet; thence continuing along said top of bank to South 25 degrees 59 minutes 46 seconds East 164.89 feet to the TRUE POINT OF BEGINNING; thence departing said top of bank North 32 degrees 21 minutes 20 seconds East 101.65 feet; thence North 49 degrees 53 minutes 06 seconds East 188.59 feet; thence North 75 degrees 48 minutes 49 seconds East 107.90 feet; thence North 34 Degrees 55 minutes 29 seconds East 145.03 feet; thence North 25 degrees 33 minutes 21 seconds West 240.14 feet; thence South 89 degrees 27 minutes 31 seconds East 115.31 feet to a point on the West line of Camelview Greens Replat as recorded in Book 281, Page 38, records of said County; thence South 25 degrees 33 minutes 20 seconds East along the West line of said Camelview Greens Replat 340.77 feet; thence North 66 degrees 46 minutes 27 seconds East along the South line of said Camelview Greens Replat 234.77 feet; thence South 53 degrees 31 minutes 21 seconds West along the North line of the Arizona Canal Right-of-Way according to Docket 15741, Page 485, records of said County 308.85 feet; thence South 89 degrees 44 minutes 14 seconds West 138.93 feet; thence South 75 degrees 48 minutes 50 seconds West 142.20 feet; thence South 49 degrees 53 minutes 06 seconds West 157.84 feet; thence South 32 degrees 21 minutes 11 seconds West 138.62 feet to said top of bank; thence departing said North line North 25 degrees 59 minutes 46 seconds West along said top of bank 93.98 feet to the TRUE POINT OF BEGINNING.

Exhibit "I"

LEGAL DESCRIPTION

RESORT PARCEL

Resort Parcel Number 1: That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

All of that real property conveyed to Town King Enterprise Co., Ltd. by Resolution Trust Corporation, as Receiver for Midwest Savings Association, F.A., in that certain Quit Claim Deed recorded on February 28, 1992, as Document Number 92-0104394, records of Maricopa County, Arizona.

EXCEPTING from the above property the following described property:

That certain real property conveyed to Evans Withycombe Construction, Inc. by Special Warranty Deed dated October 27, 1992 and recorded as document Number 92-0722578, records of Maricopa County, Arizona, said real property being designated as Parcel 2 and being more particularly described on said Unofficial Document Special Warranty Deed.

Resort Parcel Number 2: That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

All of that certain real property conveyed by Evans Withycombe Construction, Inc. to Town King Enterprise Co., Ltd. by Special Warranty Deed dated August 14, 1992 and recorded on December 18, 1992, as Document Number 92-0722579, records of Maricopa County, Arizona, said real property being designated as Parcel 1, Parcel 3 and Parcel 4 and being more particularly described on said Special Warranty Deed.

Resort Parcel Number 3: That portion of the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

All of that certain parcel of real property conveyed to Town King Enterprise Co., Ltd. by Resolution Trust Corporation, as Conservator for Homestead Federal Savings Association, by Quit Claim Deed dated March 4, 1992 and recorded on March 9, 1992 as Document Number 92-0119896, records of Maricopa County, Arizona.

WHEN RECORDED RETURN TO:

SPECIAL WARRANTY DEED

For Ten Dollars (\$10.00) and other good and valuable consideration received, _____ (“Grantor”) hereby conveys to _____ (“Grantee”) certain real property (the “Property”) located in Maricopa County, Arizona and more particularly described on Exhibit “A” attached hereto.

This Deed is subject to the following Condition:

Condition. The Condition is that this deed, and the conveyance made by this deed, shall automatically fail ab initio, be rescinded, and be of no force or effect unless as if it had never occurred, Unofficial Document within eighteen (18) months after the date of this deed, one or more of the following events has occurred:

1. Grantee has signed a lease or other agreement with a third party golf course developer which requires said developer to construct a golf course project upon all or part of the Indian Bend Wash.
2. Grantee has commenced constructing a golf course upon all or part of the Indian Bend Wash.
3. Grantee has unilaterally and in its sole and absolute discretion recorded a statement stating that the Condition has been satisfied or waived by Grantee.

Grantor does not warrant Grantor’s or Grantee’s title to the Property. Grantor merely warrants that such title in the Property as Grantor may have obtained in the past has not previously been conveyed to any extent to a third party by Grantor or otherwise encumbered or transferred by Grantor to any extent.

EXHIBIT “J”

Page 1 of 2

IN WITNESS WHEREOF, this Special Warranty Deed is given this ____ day of _____, 1997.

Grantor

By: _____

Its: _____

STATE OF ARIZONA)

) ss.

County of Maricopa)

Subscribed and sworn to before me this ____ day of _____, 1997 by
_____ of _____.

Notary Public

My Commission Expires:

Unofficial Document

CONSENT BY LENDER, TENANT OR OTHER INTEREST HOLDER

The undersigned, having or claiming a lien or other interest in the property described in the foregoing Drainage Easement, Boundary Realignment and Real Property Exchange Agreement, hereby irrevocably and unconditionally joins in and consents to the Drainage Easement, Boundary Realignment and Real Property Exchange Agreement.

DATED this 11th day of April, 1997.

First Commercial Bank

June Shiong Lu
June Shiong Lu, VP & General Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this _____ day of _____, 1997 by _____
of _____.

Unofficial Document

Notary Public

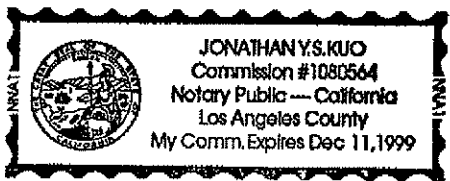
My Commission Expires:

EXHIBIT "K"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Los Angeles
 On 4-11-97 before me, Jonathan Y. S. Kuo, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared June Shiong Lu
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Unofficial Document
 Title or Type of Document: Drainage Easement Boundary Realignment and Real Property Exchange Agreement, Consent by Lender, Tenant or other Interest Holder

Document Date: _____ Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: June Shiong Lu

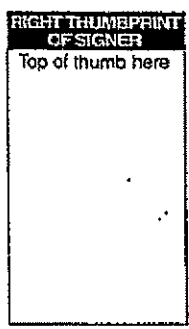
- Individual
- Corporate Officer
 Title(s): General Manager
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
First Commercial Bank

Signer's Name: _____

- Individual
- Corporate Officer
 Title(s): _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Unofficial Document

When recorded, return to:
MATTHEW R. BERENS, ESQ.
BERENS, KOZUB & LORD PLC
7047 East Greenway Parkway, Suite 140
Scottsdale, Arizona 85254

MA

200_ 0770000 05/01/02 09:46
1 OF 2

GUILLET

PERMANENT VEHICULAR AND PEDESTRIAN ACCESS AND EMERGENCY VEHICLE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, TOWNKING ENTERPRISE CO., LTD., an Arizona corporation, ("Grantor"), hereby grants and conveys to UNITED ASSETS, INC., an Arizona corporation and its successors, assigns, agents, employees, contractors, invitees and licensees, any emergency service providers and/or utility provider and the City of Scottsdale, Arizona, (collectively the "Grantee"), the non-exclusive, perpetual right, easement and privilege of ingress and egress upon, across, over and under that certain real property situated in Maricopa County, Arizona described in Exhibit "A" attached hereto and incorporated herein (the "Burdened Parcel"), for the purpose of providing ingress and egress for the use, enjoyment and benefit of pedestrians, motorized or non-motorized vehicular traffic, and all emergency vehicles, in connection with the operation of a development project on certain real property owned by Grantee situated in Maricopa County, Arizona described in Exhibit "B" attached hereto and incorporated herein (the "Benefitted Parcel").

Grantor and Grantee shall share equally the entire cost incurred by Grantor to inspect, maintain, repair, replace and/or remove any Surface Improvements (as hereafter defined) to the Burdened Property; provided, however, Grantor, acting in its sole discretion, shall manage, maintain, repair and replace such Surface Improvements as necessary to maintain same in good working order and repair. If Grantee shall fail to pay the amounts incurred by Grantor for such maintenance, repair or replacement of the Surface Improvements to the Burdened Property within ten days of presentation of a billing therefor, Grantee or its successors and assigns, in addition to paying such amounts incurred by Grantor, shall also pay interest thereon at the rate of 18% per annum from the date such billing was presented, until payment has been made in full.

Grantee covenants and agrees with Grantor, on behalf of itself or its successors and assigns, as the case may be, to indemnify, hold harmless and defend (with legal counsel reasonably acceptable to Grantor) Grantor for, from and against any and all claims, liabilities, and expenses, and reasonable attorneys' fees and court costs which may be claimed or asserted against Grantor, its successors or assigns, or the Burdened Parcel, on account of the exercise by Grantee and/or its invitees, licensees, agents, employees, successors and assigns of the rights, easements and privileges herein granted and conveyed, including, but without limitation, claims for property damage and bodily injury and any mechanics' or materialmen's liens or claims of lien which may be asserted against Grantor, its successors or assigns, or the Burdened Parcel, except to the extent such claims, liabilities and expenses are the result of the negligence or intentional misconduct of Grantor or its successors and assigns on or about the Burdened Parcel.

Grantor covenants and agrees with Grantee, on behalf of itself or its successors and assigns, as the case may be, to indemnify, hold harmless and defend (with legal counsel reasonably acceptable to Grantee) Grantee for, from and against any and all claims, liabilities, and expenses, and reasonable attorneys' fees and court costs which may be claimed or asserted against Grantee, its successors or assigns, or the Burdened Parcel, on account of the exercise by Grantor and/or its invitees, licensees, agents, employees, successors and assigns of the rights, easements and privileges herein reserved by Grantor, including, but without limitation, claims for property damage and bodily injury and any mechanics' or materialmen's liens or claims of lien which may be asserted against Grantee, its successors or assigns, or Grantee's interest in the Burdened Parcel, except to the extent such claims, liabilities and expenses are the result of the negligence or intentional misconduct of Grantee or its successors and assigns on or about the Burdened Parcel.

During the term of this Easement, and prior to entry upon the Burdened Parcel, Grantor and Grantee shall deliver to the other a currently effective certificate of commercial general liability insurance written on an "occurrences" basis with a minimum combined single limit of \$1,000,000.00 with coverage for owned and non-owned motor vehicles and contractual liability coverage and with a reasonable deductible amount. All policies of insurance required by the terms of this Easement shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the insured which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against the insured. Grantor and Grantee and their respective successors and assigns shall be named as an additional insured under the respective insurance policies. Such insurance coverage may be included in blanket insurance policies. The insurer(s) of such certificates shall commit to give both parties thirty (30) days prior notice before cancellation of the policies or reduction in coverage, except in case of nonpayment of premiums, in which case the insurer(s) shall commit to give both parties ten (10) days prior notice before cancellation or reduction in coverage. If either party fails to pay such premium prior to the due date, then the other party may pay all or any part thereof and the non-paying party shall immediately reimburse the other party the amount so paid together with interest thereon at eighteen percent (18%) per annum from date of payment until such reimbursement has been made in full. Such insurance shall be underwritten by corporate insurers licensed in Arizona which are reasonably acceptable to both parties. Each party agrees to maintain such insurance in force throughout the term of this Easement. Each party agrees from time to time to furnish to the other party current certificates of insurance to evidence that such insurance is in full force and effect as required hereunder.

Any party exercising the rights reserved herein which damages any street, access way, sidewalk, walkway, lighting, landscaped area or other surface improvements (collectively, the "Surface Improvements") when exercising such rights shall restore the damaged Surface Improvements to a condition substantially the same as that which existed immediately before such damage occurred.

This Easement and the benefits and burdens thereof shall (i) be binding upon and run with the Benefitted Parcel and the Burdened Parcel, respectively, and (ii) inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

20020448660

This Easement may be terminated, modified, or amended only by a writing signed by all the then owners of the Burdened Parcel and the Benefitted Parcel; provided, however, that in the event a mortgage lien or lien of a deed of trust exists on the Benefitted Parcel, consent of the mortgagee or beneficiary under the deed of trust shall be obtained prior to said modification, termination or amendment, which consent shall not be unreasonably withheld or delayed.

In the event either party hereto breaches either the covenants or warranties contained in this Easement, such party shall indemnify, hold harmless and defend (with legal counsel reasonably acceptable to the non-breaching party) the other party for all costs incurred in connection with such breach. Such costs shall include all losses and expenses of any type or kind and interest thereon in the manner provided by law, including, without limitation, reasonable attorneys' fees. Further, the non-breaching party shall have the right to all other legal and equitable remedies, including injunctive relief, in the event of any such breach.

Grantor agrees to reasonably cooperate in the establishment of a curb cut in order to provide access to the Burdened Parcel and otherwise as required to implement the intent of this Easement.

Subject to the requirements of any consensual lienholder under any mortgage or deed of trust encumbering the Burdened Parcel or the Benefitted Parcel concerning impounds for payment thereof, Grantor and Grantee shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all ad valorem real property taxes and assessments which are levied against their respective properties.


Nothing contained herein shall be interpreted or construed as either creating a dedication or grant of any rights to the public or causing any party to be a joint venturer or partner of any other party.

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

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Easement this 17th day of April, 2002.


GRANTOR:

TOWNKING ENTERPRISE CO., LTD.,
an Arizona corporation

By: 
Patrick Chen
Its: President

GRANTEE:

UNITED ASSETS, INC.,
an Arizona corporation

By: 
Patrick Chen
Its: President

20020448660

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of April, 2002, by Patrick Chen, the President of **TOWNKING ENTERPRISE CO., LTD.**, an Arizona corporation, for and on behalf of the company.

James J. Mack
Notary Public



JAMES J. MACK
Notary Public - Arizona
Maricopa County
Expires 10/31/05

My Commission Expires:

10/31/05

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of April, 2002, by Patrick Chen, the President of **UNITED ASSETS, INC.**, an Arizona corporation, for and on behalf of the company.

James J. Mack
Notary Public



JAMES J. MACK
Notary Public - Arizona
Maricopa County
Expires 10/31/05

My Commission Expires:

10/31/05

Exhibit A
Burdened Parcel

Unofficial Document

Legal Description
For Ingress/Egress Easement

A strip of land twenty-four (24) feet in width lying twelve (12) feet on each side of the centerline situated in the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a point on the North line of the Northwest quarter of said Section 11 that lies North 88 degrees 59 minutes 30 seconds West 629.63 feet from the North quarter corner of said Section 11;

Thence departing said North line South 00 degrees 40 minutes 53 seconds East 78.06 feet; thence South 77 degrees 28 minutes 22 seconds East 625.76 feet to the beginning of a curve concave to the Southwest with its center lying South 12 degrees 31 minutes 38 seconds West 72.68 feet;

Thence Southeasterly along said curve through a central angle of 79 degrees 04 minutes 38 seconds a distance of 100.31 feet;

Thence South 01 degrees 36 minutes 17 seconds West 68.27 feet to the beginning of a curve concave to the Northwest with its center lying North 88 degrees 23 minutes 43 seconds West 184.09 feet;

Thence Southwesterly along last said curve through a central angle of 36 degrees 06 minutes 13 seconds a distance of 116.00 feet to the beginning of a reversing curve concave to the Southeast with its center lying South 52 degrees 17 minutes 30 seconds East 68.40 feet;

Thence Southwesterly along last said curve through a central angle of 35 degrees 39 minutes 03 seconds a distance of 42.56 feet;

Thence South 02 degrees 03 minutes 03 seconds West 370.85 feet to the beginning of a curve concave to the Northeast with its center lying South 87 degrees 56 minutes 57 seconds East 152.87 feet;

Thence Southeasterly along last said through a central angle of 28 degrees 42 minutes 33 seconds a distance of 76.60 feet to the TRUE POINT OF BEGINNING;

Thence South 41 degrees 50 minutes 40 seconds West 57.18 feet;

Thence South 00 degrees 24 minutes 36 seconds West 303.58 feet;

Thence South 82 degrees 24 minutes 16 seconds East 30.00 feet to the TERMINUS of the herein described centerline.

EXHIBIT "A"

Page 1 of 4

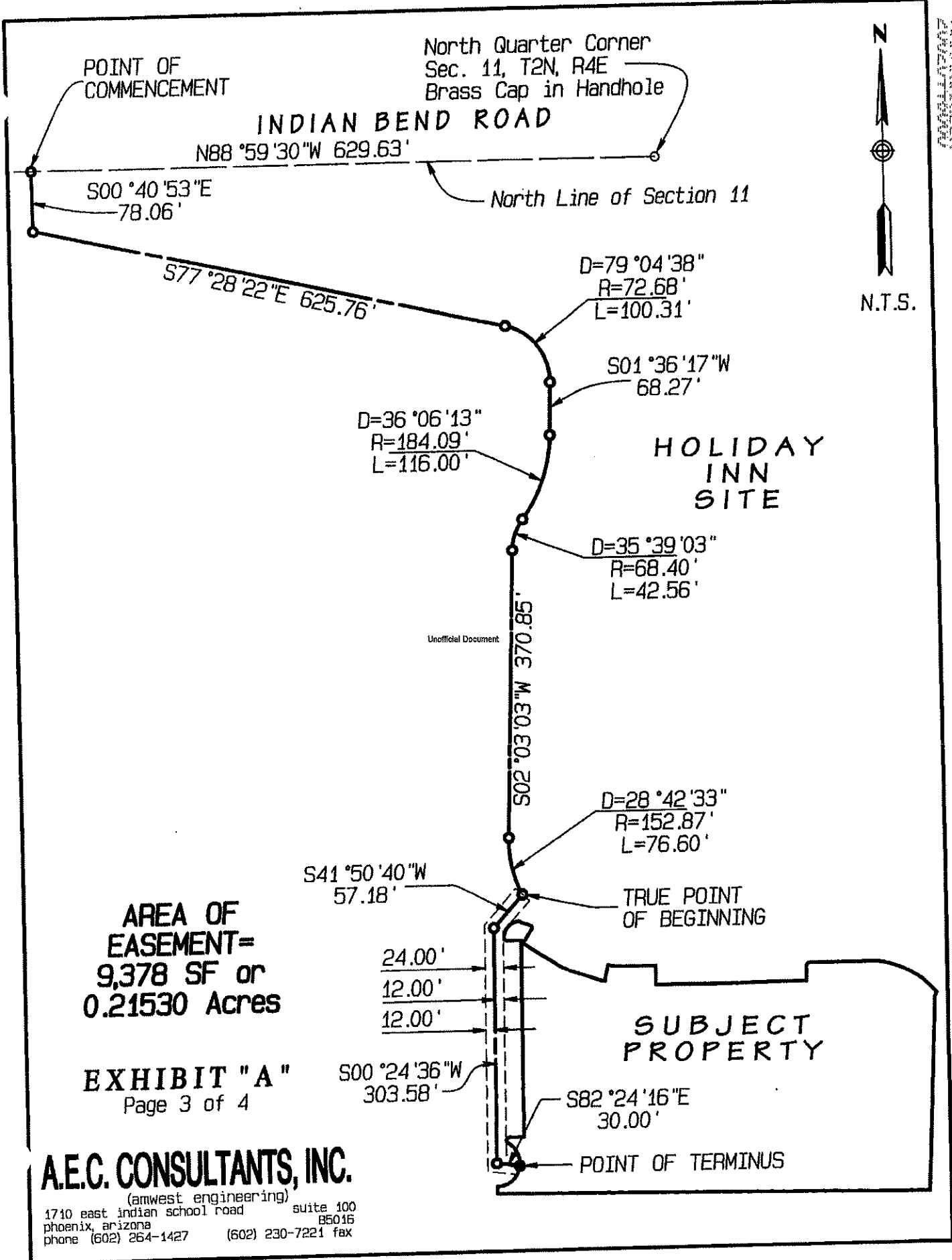
Prepared by: AEC Consultants, Inc.
1710 E. Indian School Rd., #100
Phoenix, Arizona
(602) 264-1427

Date: February 21, 2002

AEC Job No. 98018

Unofficial Document

20020448660



POINT OF COMMENCEMENT

INDIAN BEND ROAD

$N88^{\circ}59'30''W$ 629.63'

$S00^{\circ}40'53''E$ 78.06'

North Line of Section 11

$S77^{\circ}28'22''E$ 625.76'

$D=79^{\circ}04'38''$
 $R=72.68'$
 $L=100.31'$

$S01^{\circ}36'17''W$ 68.27'

$D=36^{\circ}06'13''$
 $R=184.09'$
 $L=116.00'$

HOLIDAY INN SITE

$D=35^{\circ}39'03''$
 $R=68.40'$
 $L=42.56'$

Unofficial Document

$S02^{\circ}03'03''W$ 370.85'

$D=28^{\circ}42'33''$
 $R=152.87'$
 $L=76.60'$

$S41^{\circ}50'40''W$ 57.18'

TRUE POINT OF BEGINNING

AREA OF EASEMENT =
9,378 SF or
0.21530 Acres

24.00'
12.00'
12.00'

SUBJECT PROPERTY

EXHIBIT "A"
Page 3 of 4

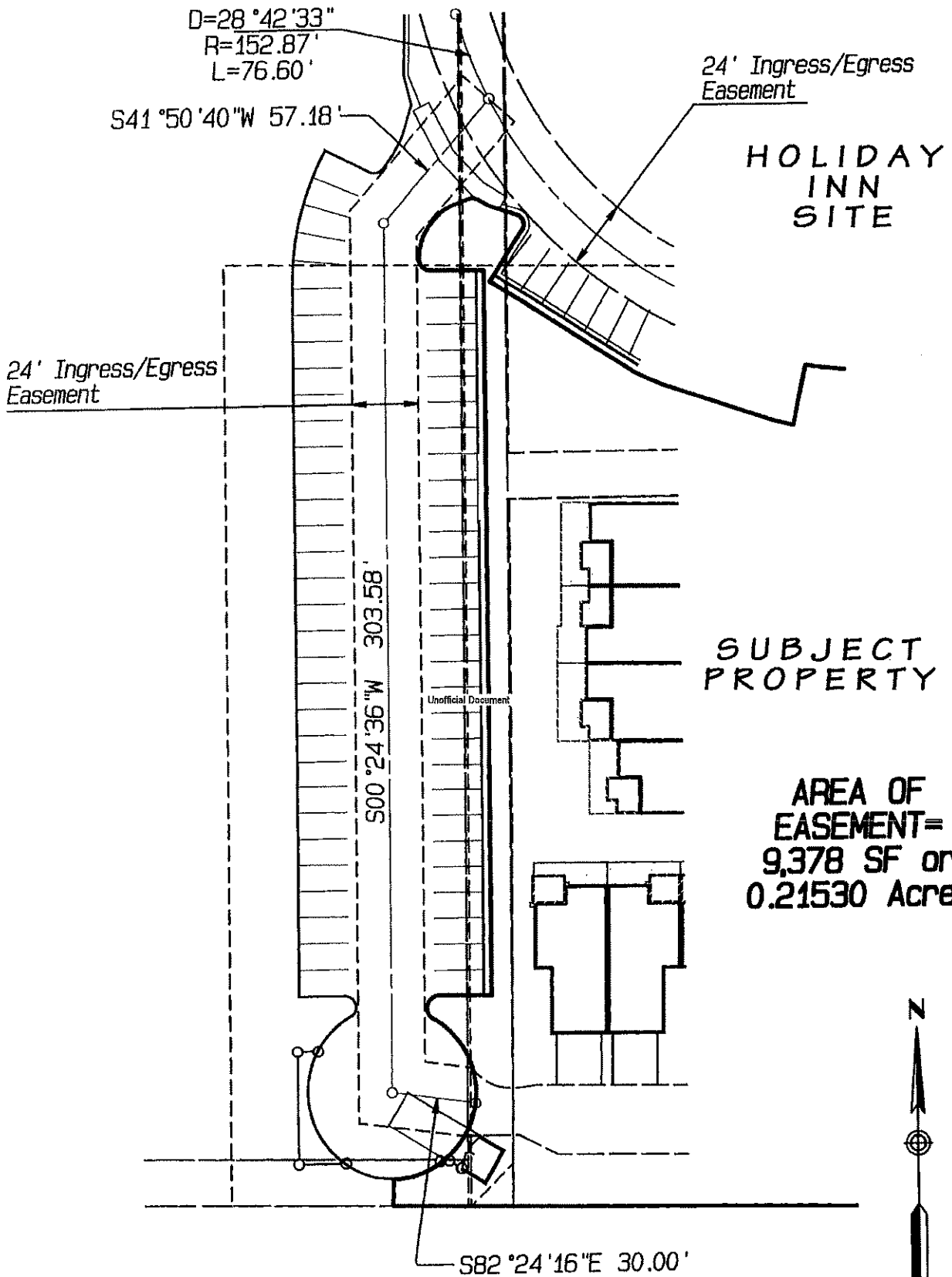
$S00^{\circ}24'36''W$ 303.58'

$S82^{\circ}24'16''E$ 30.00'

POINT OF TERMINUS

A.E.C. CONSULTANTS, INC.
(amwest engineering)
1710 east indian school road suite 100
phoenix, arizona 85016
phone (602) 264-1427 (602) 230-7221 fax

20020448660



SUBJECT PROPERTY

AREA OF EASEMENT = 9,378 SF or 0.21530 Acres



N.T.S.

A.E.C. CONSULTANTS, INC.
 (amwest engineering)
 1710 east indian school road suite 100
 phoenix, arizona 85046
 phone (602) 264-1427 (602) 230-7221 fax

EXHIBIT "B"
 Page 4 of 4

Exhibit B
Benefitted Parcel

Unofficial Document

Legal Description
Condominium Property

A portion of the North one-half of Section 11, Township Two (2) North, Range Four (4) East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Beginning at the center of Section 11,

Thence North 00 degrees 26 minutes 19 seconds East along the East line of the Northwest quarter Section 11 a distance of 1321.21 feet to the Southeast corner of the Northeast quarter of the Northwest quarter, Section 11, said point being the TRUE POINT OF BEGINNING;

Thence North 88 degrees 57 minutes 03 seconds West a distance of 42.79 feet;

Thence North 01 degrees 02 minutes 57 seconds East a distance of 9.39 feet to a point of intersection with a circular curve having a radius of 29.96 feet and a radius point which bears North 00 degrees 05 minutes 28 seconds West from the point of intersection;

Thence continuing along the arc of said curve to the left through a central angle of 147 degrees 20 minutes 10 seconds a distance of 77.05 feet to a point of reverse curvature of a circular curve having a radius of 4.47 feet and a radius point which bears North 18 degrees 30 minutes 23 seconds East from the point of reverse curvature;

Thence continuing along the arc of said curve to the right through a central angle of 162 degrees 11 minutes 11 seconds a distance of 12.64 feet;

Thence South 89 degrees 18 minutes 26 seconds East a distance of 18.41 feet;

Thence North 00 degrees 19 minutes 51 seconds East a distance of 252.84 feet;

Thence North 89 degrees 15 minutes 55 seconds West a distance of 18.45 feet to the point of intersection of a circular curve having a radius of 4.10 feet and a radius point which bears North 02 degrees 05 minutes 43 seconds West from the point of intersection;

Thence continuing along the arc of said curve to the right through a central angle of 108 degrees 14 minutes 30 seconds a distance of 7.74 feet to a point of intersection of a circular curve having a radius of 19.25 feet and a radius point which bears South 87 degrees 23 minutes 29 seconds East from the point of intersection of a circular curve;

Thence continuing along the arc of said curve to the right through a central angle of 40 degrees 52 minutes 38 seconds a distance of 13.74 feet to a point of intersection of a circular curve having a radius of 14.03 feet and a radius point which bears South 53 degrees 33 minutes 40 seconds East from the point of intersection;

EXHIBIT "B"

Thence continuing along the arc of said curve to the right through a central angle of 32 degrees 14 minutes 13 seconds a distance of 7.89 feet;

Thence North 68 degrees 40 minutes 33 seconds East a distance of 6.43 feet to a point of intersection of a circular curve having a radius of 4.95 feet and a radius point which bears South 21 degrees 19 minutes 27 seconds East from the point of intersection;

Thence continuing along the arc of said curve to the right through a central angle of 20 degrees 53 minutes 57 seconds a distance of 1.81 feet:

Thence South 70 degrees 21 minutes 54 seconds East a distance of 1.99 feet;

Thence South 59 degrees 21 minutes 19 seconds East a distance of 4.41 feet;

Thence South 71 degrees 43 minutes 26 seconds East a distance of 9.78 feet to a point of intersection with a circular curve having a radius of 3.51 feet and a radius point which bears South 12 degrees 53 minutes 10 seconds West from the point of intersection;

Thence continuing along the arc of said curve to the right through a central angle of 124 degrees 25 minutes 36 seconds a distance of 7.63 feet;

Thence South 33 degrees 10 minutes 13 seconds West a distance of 20.54 feet;

Thence South 57 degrees 39 minutes 51 seconds East a distance of 60.08 feet;

Thence South 64 degrees 54 minutes 00 seconds East a distance of 5.45 feet;

Thence South 66 degrees 17 minutes 39 seconds East a distance of 5.58 feet;

Thence South 71 degrees 20 minutes 52 seconds East a distance of 39.81 feet to a point of intersection with a circular curve having a radius of 164.57 feet and a radius point which bears North 15 degrees 45 minutes 21 seconds East from the point of intersection;

Thence continuing along the arc of said curve to the left through a central angle of 02 degrees 56 minutes 17 seconds a distance of 8.44 feet;

Thence North 12 degrees 16 minutes 49 seconds East a distance of 21.31 feet to the point of intersection of a circular curve having a radius of 164.87 feet and a radius point which bears North 09 degrees 08 minutes 17 seconds East from the point of intersection;

Thence continuing along the curve to the left through a central angle of 08 degrees 58 minutes 24 seconds a distance of 25.82 feet;

Thence South 89 degrees 50 minutes 18 seconds East a distance of 36.66 feet;

Thence South 00 degrees 01 minutes 24 seconds West a distance of 24.55 feet;
 Thence South 89 degrees 58 minutes 36 seconds East a distance of 64.40 feet;
 Thence South 89 degrees 31 minutes 16 seconds East a distance of 40.61 feet;
 Thence North 89 degrees 03 minutes 14 seconds East a distance of 40.78 feet;
 Thence North 89 degrees 47 minutes 28 seconds East a distance of 49.69 feet;

Thence North 00 degrees 21 minutes 55 seconds West a distance of 18.47 feet to a point of curvature of a circular curve having a radius of 5.00 feet;

Thence continuing along the arc of said curve to the right through a central angle of 90 degrees 31 minutes 37 seconds a distance of 7.90 feet to a point of tangency;

Thence South 89 degrees 50 minutes 18 seconds East a distance of 87.63 feet to a point of intersection with a circular curve having a radius of 126.92 feet and a radius point which bears South 07 degrees 55 minutes 43 seconds West from the point of intersection;

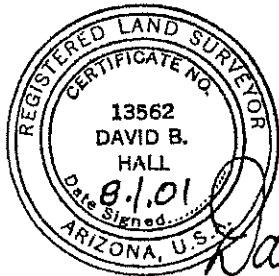
Thence continuing along the arc of said curve to the right through a central angle of 40 degrees 20 minutes 58 seconds a distance of 89.38 feet;

Thence South 32 degrees 16 minutes 51 seconds West a distance of 4.78 feet;

Thence South 02 degrees 31 minutes 00 seconds West (record), South 02 degrees 34 minutes 49 seconds West (measured) a distance of 252.64 feet;

Thence North 89 degrees 07 minutes 49 seconds West (record), North 89 degrees 03 minutes 28 seconds West (measured) a distance of 521.65 feet (record), 521.76 feet (measured) to the True Point of Beginning.

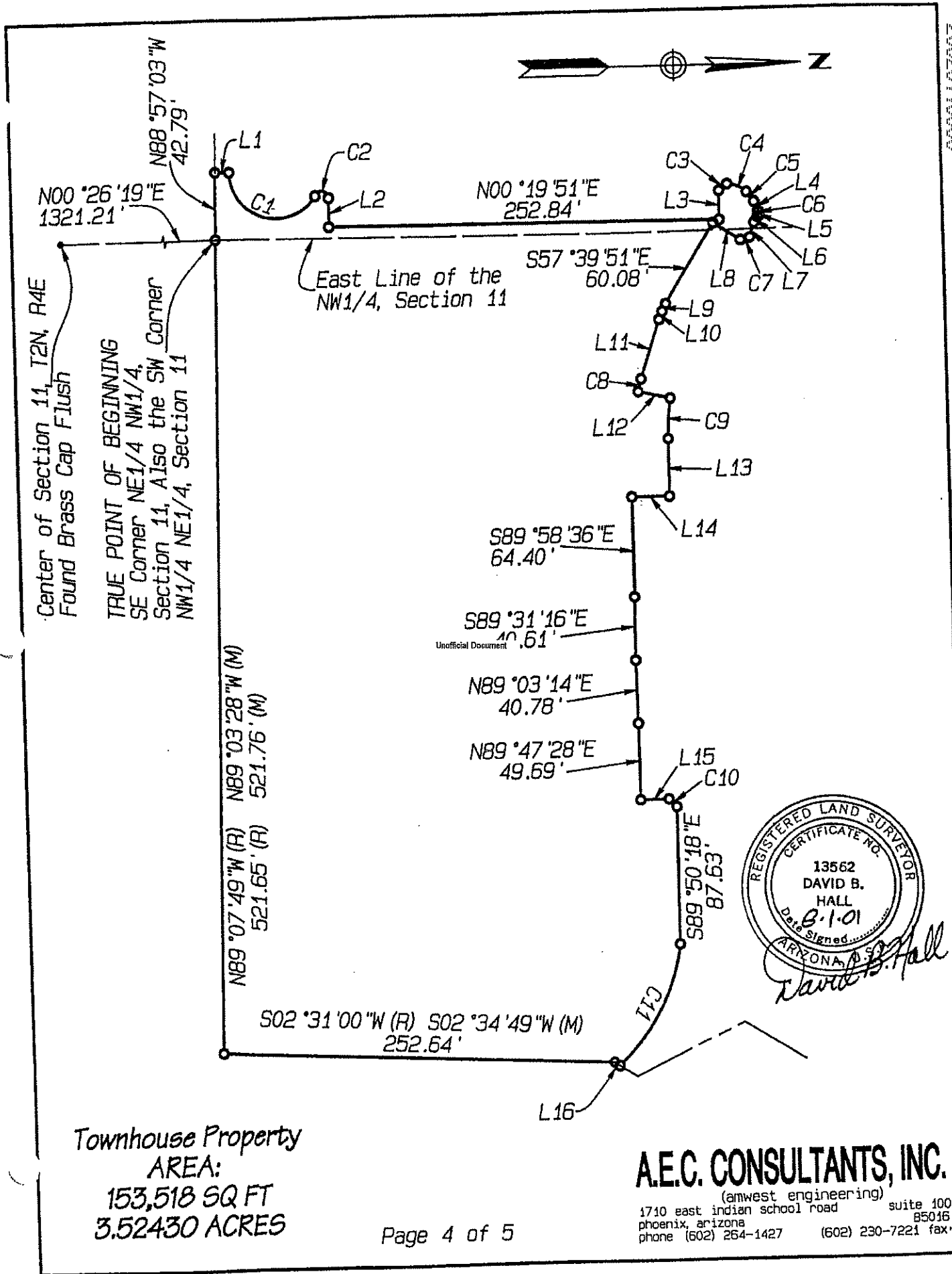
Prepared by: A.E.C. Consultants, Inc.
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20020448660



Townhouse Property
 AREA:
 153,518 SQ FT
 3.52430 ACRES

A.E.C. CONSULTANTS, INC.
 (amwest engineering)
 1710 east indian school road suite 100
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LINE TABLE

	BEARING	DISTANCE
L1	N01°02'57"E	9.39'
L2	S89°18'26"E	18.41'
L3	N89°15'55"W	18.45'
L4	N68°40'33"E	6.43'
L5	S70°21'54"E	1.99'
L6	S59°21'19"E	4.41'
L7	S71°43'26"E	9.78'
L8	S33°10'13"W	20.54'
L9	S64°54'00"E	5.45'
L10	S66°17'39"E	5.58'
L11	S71°20'52"E	39.81'
L12	N12°16'49"E	21.31'
L13	S89°50'18"E	36.66'
L14	S00°01'24"W	24.55'
L15	N00°21'55"W	18.47'
L16	S32°16'51"W	4.78'

Unofficial Document

CURVE TABLE

	LENGTH	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	77.05'	N16°14'27"E	29.96'	147°20'10"	57.51'	102.26'
C2	12.64'	N09°35'59"E	4.47'	162°11'11"	8.83'	28.50'
C3	7.74'	N37°58'28"W	4.10'	108°14'30"	6.64'	5.66'
C4	13.74'	N23°02'51"E	19.25'	40°52'38"	13.45'	7.18'
C5	7.89'	N52°33'27"E	14.03'	32°14'13"	7.79'	4.05'
C6	1.81'	N79°07'32"E	4.95'	20°53'57"	1.80'	0.91'
C7	7.63'	S14°54'02"E	3.51'	124°25'36"	6.22'	6.67'
C8	8.44'	S75°42'48"E	164.57'	02°56'17"	8.44'	4.22'
C9	25.82'	S85°20'55"E	164.87'	08°58'24"	25.79'	12.94'
C10	7.90'	N44°53'53"E	5.00'	90°31'37"	7.10'	5.05'
C11	89.38'	S61°53'47"E	126.92'	40°20'58"	87.54'	46.63'

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