



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: December 1, 2020

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

***Project Title/Description:**

City of Tucson - Tucson Group Holdings, LLC Devel Agreement (75 E. Broadway Project)

***Purpose:**

A portion of the Incintive Program for the Developer to construct a 19 story building on County property at 75 E. Broadway and modifications to buildings north of the County site on Congress. Since the project included Pima County property, the City preferred to include a ratification signature from Pima County. This is related to the 75 Broadway First Lease Amendment Agenda Item. Should that item not pass, this item is moot.

***Procurement Method:**

This contract is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Acknowledge the collaboration between the City and County governments in moving this project forward.

***Public Benefit:**

Economic benefit through increased property and sales taxes. Over 500 new parking spaces in the center of town

***Metrics Available to Measure Performance:**

Completion of the Structure and internal infrastructure to Certificates of Occupancy

***Retroactive:**

Yes, the agreement was provided to the County post the Mayor and Council approval and effective date of November 4th.

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To: CoB - 11-24-20
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Contract / Award Information

Document Type: CTN Department Code: CA Contract Number (i.e., 15-123): 21*48

Commencement Date: 11/04/2020 Termination Date: 12/31/2024 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 0.00 Revenue Amount: \$ 0.00

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: John Moffatt

Department: Economic Development Office Telephone: 724-4444

Department Director Signature/Date:  11/24/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:  11/24/20

(Required for Board Agenda/Addendum Items)

TUCSON GROUP HOLDINGS LLC DEVELOPMENT AGREEMENT

EFFECTIVE DATE: November 4, 2020

BETWEEN: CITY OF TUCSON, a municipal corporation ("City"),
PIMA COUNTY, a political subdivision of the State of Arizona
("County"), and
TUCSON GROUP HOLDINGS LLC, a Massachusetts limited liability
company ("Developer"), each individually referred to as a "Party" and
jointly referred to as the "Parties".

RECITALS

A. Pima County owns an unimproved parcel of real property approximately 0.66 acres in size, located on the north side of Broadway Boulevard between 6th Avenue and Scott Avenue in downtown Tucson, Arizona (the "Unimproved Parcel"). City is the owner of an alley which abuts the northern boundary of the Unimproved Parcel (the "Alley"), approximately 4,059 square feet in size and legally described on **Exhibit A** attached hereto. The Unimproved Parcel and the Alley (collectively, the "Premises") lie within the Rio Nuevo Multipurpose Facilities District (the "District") boundary. The Premises is legally described and depicted on **Exhibit B** attached hereto.

B. Developer is the sublessee under a Ground Lease and Purchase Agreement dated January 8, 2019 between the County as fee owner and the District as ground lessee/purchaser of the Unimproved Parcel, as amended by that Amendment One to Ground Lease and Purchase Agreement dated _____. For purposes of this Agreement, "Developer" shall mean and include Developer's Affiliate 929 Holdings, LLC, a Delaware limited liability company. The Ground Lease and Amendment One are collectively referred to as the "Lease". The Lease contemplates that the Developer will construct a 19-story, Class-A, mixed-use high-rise building on the Premises consisting of the following components (all estimates and locations approximate): 60,000 square feet of first-floor retail space, 16,000 square feet of second-floor historic office space, over 500 parking spaces on floors three (3) through nine (9), more than 150,000 square feet of office space on floors ten (10) through fourteen (14), one hundred twenty (120) luxury apartments on floors fifteen (15) through eighteen (18), and a rooftop terrace with restaurant and patio, gym and conference/event space (the "Development"). Upon the issuance of a final Certificate of Occupancy for the Development, the County will convey fee title to the improved Premises to the District which, in turn, will lease the Premises to the Developer. For that to occur, City will vacate, sell at appraised value, and convey the Alley to County on or before sixty (60) days from the Effective Date. The Alley is used for the following uses and those uses not specified but ancillary thereto: ground-level public pedestrian and vehicular access including commercial deliveries, fire and safety, public and private utilities, and trash collection (the "Alley Uses"). After

the City's conveyance, County will preserve the Alley Uses until permanent easements for such uses are located and established.

C. The Development is consistent with City's long-term economic development strategies and is expected to create a source of significant tax revenue for City for many years. The Development will have a substantial positive economic impact to City, because it is expected to provide commercial, retail, employment and public entertainment opportunities consistent with the businesses targeted by City.

D. Specifically, Developer intends and City anticipates that the Development will have a unique draw to downtown Tucson, will create substantial additional sales tax revenues for City, will assist in the creation or retention of jobs, and will otherwise improve or enhance the economic welfare of the residents of City by bringing customers and guests to the Development from City, surrounding communities, and visitors to City from outside the region. Construction of the Development will also foster increased tourism within City, all of which will contribute to and result in the economic benefit of the residents of City

E. The Development complies with City's adopted and approved General Plan (as defined in A.R.S. § 9-461).

F. City is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a landowner or other person or entity having an interest in real property located within City to facilitate development of the Premises by providing for, among other things, (i) permitted uses of portions of the Premises; and (ii) other matters related to the development, redevelopment, and operation of the Premises. The Parties further agree that the terms and conditions of this Agreement shall constitute covenants running with the Premises as more fully described in this Agreement. The development, redevelopment, and operation of uses on the Premises within the corporate limits of City are of such significance that City desires to encourage and facilitate such development, redevelopment, and operation.

G. In approving this Agreement, the City Council has found and determined that certain activities relating to the Development are economic development activities within the meaning of A.R.S. § 9-500.11, that all expenditures by City pursuant to Section 1 hereof constitute the appropriation and expenditure of public monies for and in connection with economic development activities and that it is appropriate to provide Developer with the reimbursement in this Agreement as an inducement to cause Developer to construct, own and operate the Development in City.

H. City adopted a notice of intent to enter into this Agreement at least 14 days before the City's Mayor and Council approved this Agreement, in compliance with A.R.S. § 9-500.11.

I. The City Council has found and determined that the proposed tax incentive is anticipated to raise more revenue for City than the amount of the incentive to Developer within the duration of Section 1 hereof. An independent third party, by virtue of a study not financed by Developer, has verified the City Council's finding that the tax incentive will raise more revenue for City than the amount of the incentive to Developer within the duration of Section 1.

J. The City Council has found and determined that, in the absence of the tax incentive to Developer as provided in Section 1 of this Agreement, the Development would not locate in City in the same time, place or manner.

K. Developer will incur significant out-of-pocket public infrastructure costs that include but are not limited to, landscape and hardscape improvements, utility relocation, specialty lighting, electronics and amenities that are part of and contribute to the public infrastructure in the immediate vicinity of and directly benefiting the Development and City. The reimbursements to Developer provided pursuant to Section 1 are intended to reimburse Developer for its out-of-pocket public infrastructure construction costs and public infrastructure contributions as described more specifically herein.

AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated into this Agreement as if fully set forth herein, and in consideration of the promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. PUBLIC IMPROVEMENT COSTS.

1.1 Proposed Uses. The Development is a 19-story, Class-A, mixed-use high-rise building on the Premises consisting of the following components (all estimates and locations approximate): 60,000 square feet of first-floor retail space, 16,000 square feet of second-floor historic office space, over 500 parking spaces on floors three (3) through nine (9), more than 150,000 square feet of office space on floors ten (10) through fourteen (14), one hundred twenty (120) luxury apartments on floors fifteen (15) through eighteen (18), and a rooftop terrace with restaurant and patio, gym and conference/event space. A portion of the building will be cantilevered at least 30 feet above the Alley.

1.2 Definitions. The following definitions shall apply to this Section:

1.2.1 "Affiliate" means with respect to any person or entity (i) any other person or entity that directly or indirectly, controls, is controlled by, or is under common control with, such specified person or entity, or (ii) any person or entity that is an officer, director, general partner, manager or member of, or that serves in a similar capacity with respect to, such specified person or entity. Without limiting the foregoing, an Affiliate shall include an entity of which a member or manager of Developer is a member, manager, partner or shareholder. A person or entity shall be deemed to be controlled by another person or entity if such other person or entity possesses, directly or indirectly, the power to direct the management of the specified person or entity by a contract or otherwise. Developer shall have the burden of providing documentation, to City's satisfaction, of any Affiliate relationship utilized to entitle Developer to the benefits arising under this Agreement.

1.2.2 "Agreement" means this Tucson Group Holdings LLC Development Agreement.

1.2.3 "Construction Contracting" means construction contracting as contemplated by Section 19-415 through 19-417 of the Tucson Code.

1.2.4 "Eligible Cost Period" means any time prior to the one-year anniversary of Substantial Completion.

1.2.5 "Lender" means each third-party providing financing for development, construction and operation of the Premises.

1.2.6 "Maximum Reimbursement Amount" means \$1.4 million (\$1,400,000.00).

1.2.7 "Public Improvements" shall have the same meaning as "public infrastructure" defined in A.R.S. §48-701, substituting "city" for "district" therein constructed in connection with the Development including, but not limited to, the improvements listed on Exhibit C.

1.2.8 "Public Improvement Costs" means all costs, expenses, fees, construction sales tax, loan fees, interest, and charges actually incurred and paid by or on behalf of Developer during the Eligible Cost Period to contractors, architects, engineers, surveyors, lawyers, lenders, insurers, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, financing costs, insurance, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, design, improvement, construction,

installation, or provision of the Public Improvements, as set forth in a supplement hereto prepared by Developer and approved in writing by City.

1.2.9 "Reimbursement Account" means a separate account within City's general fund or accounted for by an appropriate book or ledger entry designation for the purpose of making Reimbursement Payments.

1.2.10 "Reimbursement Amount" means the amount described in Section 1.4.

1.2.11 "Reimbursement Deadline" means the third (3rd) anniversary of Substantial Completion.

1.2.12 "Reimbursement Payments" is defined in Section 1.6.

1.2.13 "Sales Tax Revenues" means that portion of City's transaction privilege and occupational license taxes generated and received from Construction Sales and Construction Contracting occurring within or attributable to the Development.

References to sections of the existing Tucson Code shall include corresponding sections of successor codes.

1.3 Public Improvements Construction and Reimbursement. As a condition precedent to receiving Reimbursement Payments under Section 1.6, and not as a separate contractual obligation, Developer shall, in conjunction with its construction of the Development, design and construct the Public Improvements during the Eligible Cost Period and pay all Public Improvement Costs.

1.4 Reimbursement Amount. City shall make Reimbursement Payments to Developer for Public Improvement Costs incurred and paid for by Developer during the Eligible Cost Period, but the total of such Reimbursement Payments shall not exceed the Maximum Reimbursement Amount. City shall not make Reimbursement Payments to Developer for Public Improvement Costs incurred or paid for after the Eligible Cost Period. Commencing on Substantial Completion and continuing until Developer receives the final Reimbursement Payment to which Developer is entitled under this Agreement, Developer shall submit to City a certified quarterly statement showing the actual Public Improvement Costs and Reimbursement Payments received to date for the Public Improvement Costs. Developer shall provide City with invoices or other backup information requested by City to confirm the accuracy of Developer's quarterly statement of costs and Reimbursement Payments.

1.5 Reimbursement Account. Commencing on the Effective Date, the City shall deposit into the Reimbursement Account all (100%) of the Sales Tax Revenues, as defined above, generated after Project Commencement. City shall make such deposits as they are received by City until the first to occur of (i) Reimbursement Deadline, or (ii) City has deposited in the aggregate the Maximum Reimbursement Amount. The purpose of this Section 1.5 is to fund the reimbursement of Developer's Public Improvement Costs. Funds in the Reimbursement Account shall be disbursed to Developer pursuant to Section 1.6 below. The City shall not be obligated to make any deposits to the Reimbursement Account for any period after the Reimbursement Deadline, but the Parties acknowledge that since deposits are made in arrears, any final deposit (applicable to the period ending on the Reimbursement Deadline) would be made after the Reimbursement Deadline.

1.5.1 Developer, on behalf of itself and its successors and assigns, whether or not entitled to Reimbursement Payments (defined in Section 1.6), hereby irrevocably authorizes and consents to, and shall take all affirmative steps necessary for, City to retrieve any and all tax information from the Arizona Department of Revenue (ADOR) related to Sales Tax Revenues associated with the Premises.

1.5.2 Developer shall have no recourse against City for failure of ADOR to properly credit Sales Tax Revenue to the Premises for purposes of this Agreement, but City shall cooperate with Developer to seek ADOR correction of any improper crediting.

1.6 Reimbursement Payments. Commencing with the first calendar quarter following Substantial Completion, and continuing until Developer has been reimbursed for all of the Public Improvement Costs incurred and paid for by Developer during the Eligible Cost Period, within 45 days following the expiration of each calendar quarter City shall pay to Developer all funds in the Reimbursement Account. The payments by City to Developer under this Section 1.6 are sometimes referred to in this Agreement as "Reimbursement Payments." In no event shall the aggregate Reimbursement Payments exceed the actual Public Improvement Costs incurred by Developer or Affiliates, and in no event shall the aggregate Reimbursement Payments exceed the Maximum Reimbursement Amount. Any undisbursed funds remaining in the Reimbursement Account after all required reimbursement payments have been made to the Developer shall revert to City's sole use. The Parties acknowledge that since reimbursement payments are made in arrears, the final quarterly reimbursement payment (applicable to the period ending on the Reimbursement Deadline) could be made after the Reimbursement Deadline.

1.7 Developer and City Audits. Not more than once each calendar year, the Parties may, at their own cost, audit another Party's sales tax records, returns and other appropriate financial records to assure prompt and accurate tax payments, records, and deposits into the Reimbursement Account of all revenues required pursuant to this Section 1. The audits authorized by this subsection shall be subject to all applicable laws that may prohibit or limit the

dissemination or use of transaction privilege tax and related information. Before conducting any such audit, Developer shall obtain and provide to City written waivers of confidentiality sufficient to satisfy the requirements of A.R.S. § 42-2003.A.6 from each taxpayer whose sales tax returns and other financial records are provided by City in connection with such audit.

1.8 Annual Report. With 45 days following the end of each City fiscal year, City shall deliver to Developer a report of all Sales Tax Revenues generated by or attributable to the Development which have been utilized by City in determining the amount deposited into the Reimbursement Account. The report shall be restricted to information that may be released by City without violating applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. The report will not contain information capable of identifying confidential information of any particular taxpayer unless and until Developer has obtained and provided to City written waivers of confidentiality sufficient to satisfy the requirements of A.R.S. § 42-2003.A.6 from each taxpayer whose confidential information is revealed in the report.

1.9 Limitations. During the term of this Section 1, City shall not enter into any agreement or transaction which impairs the rights of Developer under this Agreement, including, without limitation, the right to receive the Reimbursement Payments in accordance with the procedures established in this Agreement.

1.10 Multiple Business Locations. Because some businesses with multiple locations in City report their transaction privilege taxes on the basis of revenues for all locations within City, rather than separately for each location, Developer shall request each such business to separately report transaction privilege taxes for transactions at its business located in the Development. Developer shall exercise due diligence to obtain from all business in the Development a consent to the release of tax information in a form reasonably acceptable to City. If the separate report required by this paragraph is not provided to City, City shall make a reasonable estimate of the Sales Tax Revenues derived from the Development based on all of the information available to City, including information provided by Developer, and the good faith certification by City's Finance Director shall be considered final and binding upon Developer. The final certification of City's Finance Director shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege and related information.

1.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successor and assigns of the Parties pursuant to A.R.S. § 9-500.05.D. Developer shall retain the right to receive Reimbursement Payments pursuant to this Agreement regardless of the status of title or ownership of any or all of the Development, unless Developer expressly assigns its rights to receive the Reimbursement Payments in a written agreement recorded in the Official Records of Pima County. No assignment, however, shall relieve any

Party of its obligations under this Agreement, except that an assignment by Developer in connection with the transfer of all of Developer's leasehold interest in the Development shall relieve Developer of its obligations under this Agreement if the transferee agrees to be fully bound by the provisions of this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, Developer may, with written notice to City but without City's consent, assign this Agreement to (i) any Affiliate (as defined above) of Developer or any entity in which Developer or an Affiliate of Developer is a managing member or managing partner, and/or, (ii) a Lender (each, a "Permitted Assignment"). No assignment shall be effective as to City without prior written notice of assignment including documentation of the assignment.

1.12 Lender Provisions. Notwithstanding the preceding subsection, City acknowledges that financing for development, construction and operation of the Development may be provided, in whole or in part, from time to time, by one or more Lenders, and that a Lender may request a collateral assignment of Developer's rights under this Agreement as part of its collateral for its loan to Developer. City agrees that such collateral assignments are permissible without the consent of City, provided Developer provides City with written notice required by subsection 1.11. From time to time, Developer will further notify City of the identity of each Lender. In the event of non-performance by Developer, City shall provide notice of non-performance to any Lender previously identified in writing to City at the same time notice is provided to Developer. If a Lender is permitted under the terms of its agreement with Developer to cure the non-performance and/or to assume Developer's position with respect to this Agreement, City agrees to recognize the rights of Lender and to otherwise permit Lender to assume such rights and obligations of Developer under this Agreement. Nothing contained in this subsection or this Agreement shall be deemed to prohibit, restrict or limit in any way the right of a Lender to take title to all or any portion of the Development, pursuant to a foreclosure proceeding, trustee's sale, or deed in lieu of foreclosure. City shall, at any time upon request by Developer or Lender, provide to any Lender an estoppel certificate, acknowledgement of collateral assignment, or other document evidencing that this Agreement is in full force and effect, that it has not been amended or modified (or, if appropriate, specifying the amendment or modification), and that no non-performance by Developer exists under this Agreement (or, if appropriate, specifying the nature and duration of any existing non-performance), and certifying to such other matters reasonably requested by Developer or Lender (including, but not limited to, the balance in the Reimbursement Account and a statement indicating the Reimbursement Payments theretofore paid by City to Developer). Upon reasonable request by a Lender, City will negotiate in good faith to enter into a separate assumption or similar agreement with the Lender consistent with the provisions of this subsection.

2. ADDITIONAL RESPONSIBILITIES.

2.1 Permitting and Development Services. Under separate agreement, the County Development Services Department (“DSD”) shall conduct all plan review and permitting processes. for the Development.

2.2 City Liaison. If requested in writing by the Developer, the City Manager shall assign a staff member whose primary responsibility will be to act as Developer’s day-to-day City contact for purposes of this Agreement. The City Manager initially assigns Steve Shields for matters related to Planning and Development Services and Clayton Treyvillyan for matters with the Building Department. The City Manager may change such assignments upon advance written notice to Owner.

2.3 Sale of Alley. Provided Developer is not then in default of its obligations under the Lease and under this Agreement, then City shall convey to County upon receipt of the Purchase Price as hereinafter defined, from County, fee title to the Alley by standard City form Quit Claim Deed. The “Purchase Price” for the Alley shall be \$305,000, established by written appraisal report of Baker Peterson Baker dated April 7, 2019. Either Party may elect, by written notice to the other Party, to close the sale through escrow, in which event the Parties shall equally share closing costs and escrow fees. If County elects title insurance, City will pay for a standard owner’s policy in the amount of the Purchase Price. If County desires an extended policy or ALTA survey, then County will bear the additional expense. The conveyance and closing, if any, shall be completed within sixty (60) days of the Effective Date.

3. ASSIGNMENT OF RIGHTS AND OBLIGATIONS.

3.1 Assignment by City. City may assign specific rights and delegate specific obligations set forth in this Agreement to any City Department or Division having authority to perform the matter assigned. Any such assignment shall not be effective unless the assignee assumes in full City’s obligations pertaining to the assigned matters or Developer is otherwise made an express third-party beneficiary thereof, and no assignment shall relieve the assignor of its responsibility hereunder. All other assignments by City are expressly prohibited.

3.2 Assignment by Developer. Prior to Substantial Completion of the Development, Developer’s rights and obligations hereunder may be assigned, in whole or in part, only with the prior written consent of the City in its sole discretion. In the event of a complete or partial assignment by Developer, all or a portion of Developer’s rights and obligations hereunder shall terminate effective upon the express written recorded assumption by Developer’s assignee of such rights and obligations. After Substantial Completion, Developer’s rights may be assigned upon written notice to the City. Without limiting the terms of Section 1.12, and notwithstanding anything to the contrary herein, Developer may assign its rights and obligations hereunder in connection with a Permitted Assignment as defined in Section 1.11, at any time, without the City’s consent. All assignments and assumptions shall be made by an instrument executed and recorded in the Official Records of Pima County, Arizona, expressly assigning such rights and obligations.

4. TERM.

4.1 Effective Date. This Agreement commences on the Effective Date designated on the top of Page 1 and is legally enforceable when all Parties have executed this Agreement and thirty days have elapsed after it has been approved by Mayor and Council.

4.2 Termination. This Agreement shall terminate upon the first to occur of:

(a) An uncured event of default exists pursuant to Section 5.1, and the written election of the non-defaulting Party to terminate this Agreement;

(b) The mutual agreement of the Parties in writing; and

(c) The completion of performance of this Agreement, including Section 1, written confirmation of which shall be provided by either Party to the other upon request.

5. DEFAULT; REMEDIES.

5.1 Default by City or Developer. Any breach of any provision of this Agreement whether by action or inaction, which continues and is not remedied within sixty (60) days after a non-breaching Party has given notice to the breaching Party specifying the breach shall constitute a default hereunder; provided that if such breach is not the failure to pay money and cannot with due diligence be cured within a period of sixty (60) days, the breaching Party shall have a reasonable period of time to cure such breach, and in any such event such breach shall not constitute a default hereunder so long as the breaching Party diligently proceeds to effect such cure and such cure is accomplished within six (6) months. In the event of a cure period of greater than three (3) months, the Party effecting the cure shall provide the other Parties with a written assessment of the cure every month describing: the curative actions taken since the last written report; the estimated date by which the cure will be completed; the remaining impediments to completing the cure; and the planned curative acts for the next month.

5.2 Meeting of Party Representatives. In the case of a claimed default pursuant to Section 5.1, which is not cured or being cured in accordance with this section, a non-defaulting Party may not file litigation or initiate mediation or arbitration to exercise its remedy pursuant to Section 5.3 of this Agreement unless the non-defaulting Party gives the defaulting Party a notice requesting a meeting of the manager or chief executive officer (i.e., the City Manager, in the case of City), as applicable, and establishing a weekday date for the meeting within not fewer than seven (7) and not more than fourteen (14) days of the date of the notice. The respective chief executive officers or managers, as applicable, of the Parties shall meet on the day noticed and engage in good faith discussions attempting to resolve the claimed event of default. The meeting may be continued until either the non-defaulting Party calling the meeting or the defaulting Party elects not to participate further. If the above process does not resolve the claimed breach, then each Party shall be entitled to pursue its remedies pursuant to Section 5.3 of this Agreement

5.3. Remedy for any Failure of Performance. If a Party shall be in default under this Agreement, a non-defaulting Party may terminate this Agreement, or the non-defaulting Party shall be relieved from any of such Party's obligation under this Agreement which was contingent upon the failed performance. In addition:

a. If Developer defaults under the terms of this Agreement, City will be under no obligation to perform its duties under this Agreement unless and until Developer cures its default, and City will be entitled to all remedies at law or in equity, including without limitation, specific performance, damages and injunctive relief, plus arbitration and court costs and attorney's fees.

b. If City defaults under the terms of this Agreement, Developer will be under no obligation to perform its duties under this Agreement unless and until City cures its default, and Developer will be entitled to all remedies at law or in equity, including without limitation, specific performance, damages and injunctive relief, plus arbitration and court costs and attorney's fees.

5.4. Force Majeure. If a Party is delayed, hindered in, or prevented from the performance of any term, covenant, or act required by it under this Agreement by reason of strikes, labor troubles, inability on commercially-reasonable terms to procure materials or services, power failure, change in government regulation, sabotage, rebellion, war, act of nature, or other like cause ("Force Majeure"), any of which must be beyond the reasonable control of such Party, then the performance of that term, covenant, or act is excused for the period of the delay and any deadlines under this Agreement affected as a result of such Force Majeure will be deemed correspondingly extended.

6. DISPUTE RESOLUTION. If the representatives of the Parties are unable to resolve a controversy or claim arising out of or concerning this Agreement in accordance with Section 5.2, the dispute or controversy shall be submitted to professional mediation. The mediator will be selected within ten (10) days by mutual agreement of the Parties' designated representatives. If the matter cannot be resolved by mediation within sixty (60) days after appointment of the mediator or within sixty (60) days after a Party shall have delivered written notice to the other Parties which notice shall request the initiation of the process to appoint an arbitrator, the matter will be determined by binding arbitration by one arbitrator selected by the Parties. The arbitrator will use the commercial arbitration rules of the American Arbitration Association ("AAA") unless other rules are mutually approved by the Parties, but the arbitration will not be submitted to the AAA or other arbitration service. The arbitrator will be selected within ten (10) days after delivery of a request to initiate arbitration by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator, the arbitrator will be appointed by the Presiding Judge of the Pima County Superior Court. Judgment on the award may be entered in any court having jurisdiction. A Party substantially prevailing in the arbitration shall also be entitled to recover such amount for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. Nothing herein, however, shall prevent a Party from resorting to a court of competent jurisdiction in those instances where injunctive or other equitable relief may be appropriate or from exercising other rights under this Agreement.

7. MISCELLANEOUS TERMS.

7.1 Good Faith and Fair Dealing. The Parties shall have imputed to all of their duties, obligations, and acts performed or to be performed under this Agreement, a standard of conduct of good faith and fair dealing.

7.2 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service or overnight courier service) or sent by registered or certified mail, postage pre-paid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard copy" by one of the other means allowed hereunder, and shall be deemed received upon the date of delivery thereof (or when delivery thereof is refused by the addressee) as follows:

If to City: City Manager
City of Tucson
P.O. Box 27210
Tucson, AZ 85726-7210
Business: (520) 791-4204
Fax: (520) 791-5198

With a copy to: Mike Rankin, City Attorney
City of Tucson
P.O. Box 27210
Tucson, AZ 85726-7210
Business: (520) 791-4221
Fax: (520)623-9803
mike.rankin@tucsonaz.gov

If to County: Pima County Administration
130 West Congress
Tucson, AZ 85701

With a copy to: Pima County Attorney
Attn: Regina Nassen
32 North Stone Ave.
Tucson, AZ 85701
Regina.nassen@pcao.pima.gov

If to Developer: Tucson Group Holdings LLC
88 Massachusetts Ave.
Boston, MA 02115

With a copy to: Dabdoub Schwabe
Attn: Marcel Dabdoub
45 North Tucson Blvd.
Tucson, AZ 85716

Virtual Building Logistics
Attn: Keith Authelet
8 Grundys Way
Cumberland, RI 02864
(401) 447-6339
Keith.authelet@vblogistics.com

The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

7.3 Inspection of Records; Confidentiality.

7.3.1 Inspection of Records. Each Party agrees that, upon the reasonable prior notice from the requesting Party, it will make available to the requesting Party its records, reports and information pertaining to the Development for review (but not copying, unless agreed upon by the non-requesting Party), so as to inform the requesting Party and to enable the requesting Party to determine the other Party's compliance with the terms of this Agreement.

7.3.2 Confidentiality. Each Party agrees to keep as confidential any document or information identified by the originating Party as being confidential, by means of marking the document or information as being confidential. A Party agrees to only communicate information identified as confidential by the other Party to its legal counsel or as required by court order. If City is served with a request for the production of confidential information provided to City by Developer, or by City to Developer, pursuant to A.R.S. § 39-121 *et seq.*, then City shall, at least five (5) days before City would, if the request were granted, make the confidential information available to the requesting party, provide the originating Party with a copy of the request, so that the originating Party may take steps to prevent the disclosure of the confidential information. However, the Parties acknowledge that, as public entities, City must comply with and will comply with A.R.S. § 39-121 *et seq.*

7.4 Conflicts of Interest. No member, official, or employee of City or County shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the provisions of A.R.S. § 38-511.

7.5 Discrimination. The Parties agree that in performing their obligations under this Agreement, they will not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation or national origin.

7.6 Binding Effect. This Agreement shall be binding upon the Parties, their legal representatives, successors, and assigns. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, shall survive the expiration or earlier termination of this Agreement and shall remain fully enforceable thereafter.

7.7 Additional Documents. Each Party shall execute such additional documents and take such actions as are reasonably necessary or convenient to complete or confirm the transactions contemplated by this Agreement.

7.8 Counterparts. This Agreement may be executed in counterparts, including facsimile or email counterparts, which together shall constitute one agreement.

7.9 Governing Law; Venue; Jurisdiction. This Agreement shall be governed, construed, and enforced in all respects by, and construed in accordance with, the internal laws of the State of Arizona, without regard to principles of conflict of laws. Subject to Section 7, any action or suit to enforce or construe any provision of this Agreement by either Party shall be brought in the Superior Court of the State of Arizona for Pima County or the Federal District Court located in Pima County, Arizona. The Superior Court of the State of Arizona for Pima County or the Federal District Court located in Pima County shall have exclusive jurisdiction over all lawsuits brought by either Party against the other Party with respect to the subject matter of this Agreement, and each Party hereby irrevocably consents to such exclusive jurisdiction and waives any and all objections it might otherwise have with respect thereto.

7.10 No Third-Party Beneficiaries. City, County, and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms.

7.11 Entire Agreement. Except for other agreements specified in this Agreement on any particular subject matter, this Agreement constitutes the entire agreement between the Parties as to the subject matter covered by this Agreement.

7.12 Specific Performance; Remedies. The Parties acknowledge and agree that real property is unique and that monetary damages may not be an adequate remedy for a breach of this Agreement. Accordingly, a court or arbitrator may impose the remedy of specific performance, in addition to all other legal or equitable remedies to which City, County or Developer may be entitled in the event of a breach.

7.13 Non-Waiver. Waiver by any Party of strict performance of any provision of this Agreement shall not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement shall be a waiver of only that provision. A waiver of a provision in one instance shall be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

7.14 Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the Parties shall renegotiate in good faith terms and provisions which will effectuate the spirit and intent of the Parties' agreement herein.

7.15 Calculation of Time. Unless referred to as Business Days, all periods of time shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday, or Legal Holiday. "Business Days" shall mean Monday through Friday, and "Legal Holiday" shall mean any holiday observed by the State of Arizona.

7.16 Interpretation of Agreement; Status of Parties. This Agreement is the result of arms-length negotiations between the Parties and shall not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement shall be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

7.17 Capacity to Execute; Mutual Representation. The Parties each warrant and represent to the other that this Agreement constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing authority has authorized the execution, delivery, and performance of this Agreement. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting. Each Party represents to the others that, to the best of its knowledge and belief, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby will: violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, government agency, or court to which it is subject or any provision of its charter or bylaws; or conflict with, result in a breach of, or constitute a default under any other agreement to which it is a party or by which it is bound. No Party needs to give any notice to, make any filing with, or obtain the consent of any other entity or person to consummate the transaction contemplated by this Agreement.

7.18 Approvals. Where this Agreement requires the approval(s) of a Party, such Party will approve or disapprove within ten (10) Business Days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided in this Agreement, and except where the approval requires action by a governing body, and in that case, the approval period shall be sixty (60) days; failure to timely respond to a request for approval shall be deemed approval. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld or conditioned, except where rights of approval are expressly reserved to a Party in its sole discretion in this Agreement.

7.19 Exhibits. The Exhibits attached to this Agreement are an integral part of this Agreement and are fully incorporated into this Agreement where they are referenced in the text of this Agreement.

7.20 Attorney Fees. Subject to Section 6, if an arbitration proceeding, suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by arbitrator or by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

7.21 Mortgagee Protection. Without limiting the scope of Section 1.13, the City agrees to give the County and any Lender a copy of any notice of default served upon Developer, provided that prior to such notice City has been notified in writing by Developer of the addresses of such Lenders. City further agrees that if Developer shall have failed to cure a default hereunder within the time provided for in this Agreement, then the applicable Lender shall have an additional

sixty (60) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such sixty (60) days such Lender has commenced and is diligently pursuing the cure of such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event such Parties shall forbear from exercising its remedies under this Agreement while such cure is being diligently pursued by a Lender.

7.22 Amendment. The Parties may amend or repeal the provisions of this Agreement only by written agreement executed by the Parties.

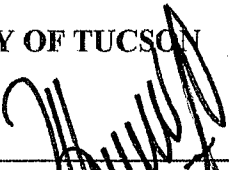
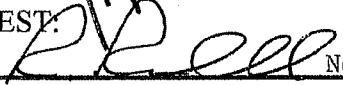
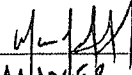
7.23 Recording. City shall record this Agreement in the Official Records of the Pima County Recorder no later than ten (10) days after the last Party to execute this Agreement.

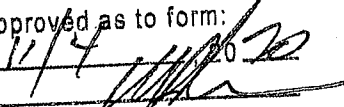
[Signature page follows.]


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"

"DEVELOPER"

| | |
|---|--|
| <p>CITY OF TUCSON</p> <p>By: <u></u> Regina Romero, Mayor</p> <p>ATTEST: <u></u> November 4, 2020 City Clerk, Roger W. Randolph Date</p> | <p>Tucson Group Holdings LLC, a Massachusetts limited liability company, DARDOUB SCHWABE PROPERTIES</p> <p>By: _____ LLC, Manager</p> <p>By: <u></u> Its: <u>MANAGER</u></p> |
| <p>"COUNTY"</p> <p>PIMA COUNTY</p> <p>By: _____ Chairperson, Board of Supervisors</p> <p>ATTEST: _____</p> <p>_____ Clerk of the Board of Supervisors Date</p> | |

Approved as to form:

City Attorney

Approved as to form:

Regina L. Nassen
Deputy County Attorney

EXISTING ALLEY RIGHT-OF-WAY TO BE VACATED
LEGAL DESCRIPTION

DESCRIPTION OF AN EXISTING FIFTEEN-FOOT-WIDE PUBLIC ALLEY RIGHT-OF-WAY TO BE VACATED, BEING A PART OF THE SOUTH HALF OF SECTION 12 OF TOWNSHIP 14 SOUTH, RANGE 13 EAST, OF THE GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS-CAP MONUMENT, STAMPED "RLS 19862", MARKING THE CENTER-LINE INTERSECTION OF E. CONGRESS STREET AND 6TH AVENUE FROM WHICH A FOUND BRASS-CAP MONUMENT, STAMPED "RLS 19862", MARKING THE CENTER-LINE INTERSECTION OF E. BROADWAY BOULEVARD AND 6TH AVENUE BEARS SOUTH 00°45'08" EAST, AT A DISTANCE OF 298.78 FEET, BEING THE BASIS OF BEARING FOR THIS RIGHT-OF-WAY DESCRIPTION;

THENCE SOUTH 00°45'08" EAST ALONG THE SAID CENTER-LINE OF 6TH AVENUE, A DISTANCE OF 141.25 FEET TO A POINT;

THENCE DEPARTING SAID CENTER-LINE SOUTH 85°08'17" WEST, 40.10 FEET TO A SET NAIL AND WASHER, STAMPED "RLS #44808", AT THE WESTERLY RIGHT-OF-WAY LINE OF SAID 6TH AVENUE ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 85°08'17" WEST ALONG THE SOUTH LINE OF AN EXISTING FIFTEEN FOOT WIDE PUBLIC ALLEY A DISTANCE OF 270.35 FEET TO A SET NAIL AND WASHER, STAMPED "RLS #44808", AT THE EASTERLY RIGHT OF WAY LINE OF SCOTT AVENUE (38.4' HALF-WIDTH);

THENCE NORTH 02°45'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SCOTT AVENUE FOR A DISTANCE OF 15.01 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 85°08'17" EAST ALONG THE NORTH LINE OF SAID FIFTEEN FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 270.88 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;

THENCE SOUTH 00°45'08" EAST ALONG SAID RIGHT-OF-WAY, 15.04 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,059 SQUARE FEET (0.093 ACRES) OF LAND, MORE OR LESS

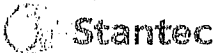
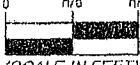
| | | | |
|--|---|---|--------------------|
| <p style="text-align: center;"> STANTEC CONSULTING SERVICES INC. 3211 SOUTH 48TH STREET, PHOENIX, AZ 85044-5355 PHONE: (602) 428-2200</p> | <p>LEGAL DESCRIPTION 75 E. BROADWAY RIGHT-OF-WAY VACATION TUCSON, ARIZONA PROJECT NO. 180101641</p> | <p style="text-align: center;">0 n/a n/a</p>  <p style="text-align: center;">(SCALE IN FEET)</p> | <p>PAGE 2 OF 2</p> |
|--|---|---|--------------------|

EXHIBIT A TO LEASE OPTION
LEGAL DESCRIPTION
[BROADWAY PROPERTY]

No. FN1090155
Amended

LEGAL DESCRIPTION
EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

That portion of that certain unnumbered Block (sometimes referred to as Block 248), of the City of Tucson, Pima County, Arizona, according to the plat thereof, as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson, on June 26, 1872, which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats, Page 70, thereof, described as follows:

COMMENCING at the Southwest corner of the property heretofore conveyed by the Corporate Authorities of the City of Tucson, to Kirk L. Hart, by Deed bearing date of December 11, 1903 and recorded in Book 34 of Deeds, Page 822, records of Pima County, Arizona, said point being the present Northeast corner of Broadway and Scott Street;

Thence Easterly along the Southerly line of the property conveyed to Kirt L. Hart, said line being also the present North line of Broadway, a distance of 100.1 feet;

Thence Northerly to a point on the South line of that certain 15 foot strip of ground theretofore conveyed to the said City of Tucson, for alley purposes, by Deed bearing dated May 31, 1992 executed by Kirt L. Hart and recorded in Book 34 of Deeds, Page 15, records of Pima County, Arizona, which point is distant 100.5 feet Easterly from the East line of said Scott Street;

Thence Westerly along the South line of said 15 foot alley, a distance of 100.5 feet to the East line of Scott Street;

Thence Southerly along the East line of Scott Street, being along the West line of said Block, to the POINT OF BEGINNING.

Said property commonly known as Lots 3 and 5, Block 248, City of Tucson.

Parcel No. 2:

That portion of that certain unnumbered Block (sometimes referred to as Block 248), of the City of Tucson, Pima County, Arizona, according to the plat thereof, as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson, on June 26, 1872, which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats, Page 70, thereof, described as follows:

COMMENCING at the Intersection of the West line of 6th Avenue with the North line of Broadway;

Thence North, along the West line of 6th Avenue and the East line of said Block 248, a distance of 114.4 feet, more or less, to a point on the South line of that certain 15 foot alley, conveyed to the City of Tucson by Deed

Title No.: FNT0905155

EXHIBIT "ONE"

(Continued)

recorded in Book 34 of Deeds, Page 15, records of Pima County, Arizona;

Thence Westerly, along the South line of said alley, a distance of 170.7 feet, more or less, to a point thereon distant 100.5 feet from the East line of Scott Street;

Thence South to a point on the North line of Broadway, distant thereon 100.1 feet from the Northeast corner of Scott Street and Broadway;

Thence Easterly, along the South line of Broadway, a distance of 166.63 feet, more or less, to the POINT OF BEGINNING.

Said property commonly known as Lot 4, Block 248, City of Tucson.

TOGETHER WITH the following described property:

EXISTING ALLEY RIGHT-OF-WAY TO BE VACATED
LEGAL DESCRIPTION

DESCRIPTION OF AN EXISTING FIFTEEN-FOOT-WIDE PUBLIC ALLEY RIGHT-OF-WAY TO BE VACATED, BEING A PART OF THE SOUTH HALF OF SECTION 12 OF TOWNSHIP 14 SOUTH, RANGE 13 EAST, OF THE GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 00°45'08" EAST ALONG THE SAID CENTER-LINE OF 6TH AVENUE, A DISTANCE OF 141.25 FEET TO A POINT;

THENCE DEPARTING SAID CENTER-LINE SOUTH 85°08'17" WEST, 40.10 FEET TO A SET NAIL AND WASHER, STAMPED "RLS #44808", AT THE WESTERLY RIGHT-OF-WAY LINE OF SAID 6TH AVENUE ALSO BEING THE POINT OF BEGINNING;

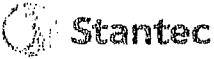
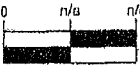
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THENCE NORTH 02°45'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SCOTT AVENUE FOR A DISTANCE OF 15.01 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 85°08'17" EAST ALONG THE NORTH LINE OF SAID FIFTEEN FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 270.88 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;

THENCE SOUTH 00°45'08" EAST ALONG SAID RIGHT-OF-WAY, 15.04 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,059 SQUARE FEET (0.093 ACRES) OF LAND, MORE OR LESS

| | | | |
|---|---|--|--|
| <p>180101641-75 E. BROADWAY S. AND RIVERS BLVD. ETC. ROW VACATION 180101641 ROW, E. BROADWAY 02/20/10 10:24 AM</p>  <p>STANTEC CONSULTING SERVICES INC. 9211 SOUTH 48TH STREET, PHOENIX, AZ 85044-5355 PHONE: (602) 428-2200</p> | <p>LEGAL DESCRIPTION 75 E. BROADWAY RIGHT-OF-WAY VACATION TUCSON, ARIZONA PROJECT NO. 180101641</p> |  <p>(SCALE IN FEET)</p> | <p>DATE: 02/20/10 PAGE: 3 OF 2</p> |
|---|---|--|--|

Summary of Estimated Costs

OPINION OF PROBABLE COSTS FOR 75 BROADWAY PUBLIC IMPROVEMENTS

| | Unit Price | # Units | Unit Type | Costs | Comments |
|---|-------------|---------|-----------|--------------------|--|
| 1 DEMOLITION | | | | | |
| Alley Demo and lowering Concrete Sidewalk | \$31.50 | 702 | SY | \$22,113 | Correct drainage problems for new pedestrian curbs |
| Scott Ave | \$4.25 | 1368 | SF | \$5,814 | Existing old sidewalk not matching current streetscape |
| Broadway | \$4.25 | 3204 | SF | \$13,817 | |
| 6th Ave | \$4.25 | 1572 | SF | \$6,601 | |
| Curb | | | | | |
| Scott Ave | \$10.50 | 102 | LF | \$1,911 | New, wider sidewalk requiring curb relocation |
| Broadway | \$10.50 | 60 | LF | \$630 | For existing fire hydrant protection |
| 6th Ave | \$10.50 | 50 | LF | \$525 | Close existing driveways for new sidewalk |
| Asphalt | \$23.50 | 180 | SY | \$4,410 | Scott Ave for wider sidewalk |
| Parking Meter Poles | \$105.00 | 4 | EA | \$420 | Scott Ave only - for wider sidewalk |
| Street Lights | \$925.00 | 2 | EA | \$1,850 | To be replaced with Scott Ave style lights |
| TOTAL | | | | \$57,179 | |
| 2 NEW CONSTRUCTION | | | | | |
| Sidewalk | | | | | |
| Scott Ave | \$13.50 | 3420 | SF | \$46,170 | includes brick paver detail |
| Broadway | \$13.50 | 3204 | SF | \$43,254 | includes brick paver detail |
| 6th Ave | \$13.50 | 1572 | SF | \$21,222 | includes brick paver detail |
| Curb | | | | | |
| Scott Ave | \$26.25 | 114 | LF | \$2,993 | |
| Broadway | \$26.25 | 60 | LF | \$1,575 | |
| 6th Ave | \$26.25 | 50 | LF | \$1,313 | |
| Scott Ave Style Street Lights | \$12,000.00 | 10 | EA | \$120,000 | All street frontages |
| Trees Large | \$525.00 | 14 | EA | \$7,350 | All street frontages |
| Trees Small | \$275.00 | 8 | EA | \$2,200 | All street frontages |
| Perennials | allowance | | | \$5,500 | All street frontages |
| Trash/Recycle Receptacles | \$800.00 | 5 | EA | \$4,000 | |
| Public Seating | \$1,200.00 | 4 | EA | \$4,800 | |
| Planters | \$1,400.00 | 12 | EA | \$16,800 | |
| Public Art | \$15,000.00 | 1 | EA | \$15,000 | multiple small pieces on all frontages |
| Water Harvesting tank | \$50,000.00 | 1 | EA | \$50,000 | |
| Irrigation System | \$2.00 | 8512 | LF | \$17,024 | |
| Pedestrian Corridor | | | | | |
| Concrete/hardscape | \$15.50 | 6320 | SF | \$97,960 | thickened section for service vehicle traffic |
| Slot Drain | \$43.00 | 316 | LF | \$13,888 | |
| Lighting | \$12.00 | 6320 | SF | \$75,840 | |
| Electrical | \$3.50 | 6320 | SF | \$22,120 | |
| Retractable Bollards | \$4,640.00 | 5 | EA | \$23,200 | |
| Cooling Tower | \$42,000.00 | 3 | EA | \$126,000 | |
| Solar Radiant Heat System | \$18.00 | 6320 | SF | \$113,760 | |
| Trash/Recycle Receptacles | \$800.00 | 12 | EA | \$9,600 | |
| Public Seating | \$1,200.00 | 16 | EA | \$19,200 | |
| Planters | \$1,400.00 | 26 | EA | \$36,400 | |
| Trellis | \$3,800.00 | 2 | EA | \$7,600 | |
| Small Trees | \$525.00 | 14 | EA | \$7,350 | |
| Perennials | \$45.00 | 80 | EA | \$3,600 | |
| Public Art | \$35,000.00 | 1 | EA | \$35,000 | overhead light sculpture |
| Movable stage | \$13,500.00 | 1 | EA | \$13,500 | |
| Projection Screen | \$2,800.00 | 1 | EA | \$2,800 | |
| PA System | \$14,000.00 | 1 | EA | \$14,000 | zoned permanent system to accommodate variety o |
| Public WiFi System | \$12,000.00 | 1 | EA | \$12,000 | |
| TOTAL | | | | \$1,014,638 | |
| 3 SOFT COSTS | | | | | |
| Engineering and Design | | 10 | % | \$107,182 | |
| Contingency | | 15 | % | \$180,773 | |
| TOTAL | | | | \$287,954 | |
| 4 GRAND TOTAL | | | | | |
| | | | | | \$1,339,771 |

EXHIBIT C