



**REQUEST FOR STATEMENTS OF QUALIFICATIONS FROM
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT (“DISTRICT”) FOR
DEVELOPERS TO RE-PURPOSE THE HISTORIC BUNGALOW BLOCK**

Rio Nuevo Multipurpose Facilities District
1703 E. Broadway Blvd.
Tucson, Arizona 85719

SOLICITATION INFORMATION AND SELECTION SCHEDULE

District Solicitation Number: **RN-2021-03-16**

District Solicitation Title: **Request for Qualifications for Re-Purposing of the
Historic Bungalow Block Project**

Release Date: **March 16, 2021**

Final Date for Inquiries: **April 7, 2021**

SOQ Due Date and Time: **April 30, 2021
4:00 p.m. (local time, Tucson, Arizona)
1703 E. Broadway Blvd.
Tucson, AZ 85719**

Oral Interviews (if necessary): **May 10, 2021 (via video conferencing)**

Target Date for Selection of
Finalists: **May 20, 2021**

District Representative: Mark Collins mcollins@gustlaw.com
520-388-4780

RFQ Administrator: Brandi Haga-Blackman [brandihb@rionuevo-
tucson.org](mailto:brandihb@rionuevo-tucson.org)
520-623-7336

* In the event that a Developer cannot be selected based solely on SOQ submitted, oral interviews may be conducted at the District’s sole discretion.

** The District reserves the right to amend the solicitation schedule as necessary.

TABLE OF CONTENTS

<u>RFQ Sections</u>	<u>Page</u>
I --RFQ Process, Award of Agreement	A-1
II -- Statement of Qualifications Format; Criteria	A-5
III -- Oral Interviews; Criteria	A-8
IV -- Developer Information Form	A-9
 <u>RFQ Exhibits</u>	
Exhibit A – List of Properties and Aerial Photograph	
Exhibit B – Scope of Work	
Exhibit B1 – Intergovernmental Development Agreement (District and RTA)	
Exhibit B2 – PPS Vision	
Exhibit C – Sample Development Agreement	

PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Project; Intent; Context.

The District is issuing this Request for Qualifications ("RFQ") seeking statements of qualifications ("SOQ") from qualified individuals, entities or partnerships ("Developers") interested in acquisition, development and/or repurposing of all or a portion of the "Historic Bungalow Block." This RFQ is the first of two phases. In this first phase the District is looking for expressions of interest from Developers with experience in planning and development of true mixed-use projects. Firms or entities with actual experience in such development and in identifying specific end uses and users are preferred.

The second phase will involve negotiation of a "Development Agreement" between the District and one or more of the Developers who's SOQ [makes the most sense given the nature of the District and the neighborhood of the site of the Historic Bungalow Block.] In the event that the District is unable to negotiate and execute such a Development Agreement it may terminate this RFQ or seek to negotiate and execute a Development Agreement with one or more Developers for all or a portion of the Site.

(a) Project Site Location. The project site consists of approximately 0.87 acres of property with existing structures commonly known as the "Historic Bungalow Block" Project, as described in **Exhibit A** and depicted in the aerial photo attached hereto (the "Project Site"), together with Assessor Parcel Nos. 124-08-2200 and 124-08-221A located to the west of the Bungalow Block across Cherry Avenue, and possibly the portion of the Cherry Avenue right-of-way located between the alley north of the Bungalow Block and the new Broadway Boulevard alignment. Water, electric, sewer and telecommunication facilities exist on site. Phase I Environmental Site Assessments and asbestos surveys were performed for the existing Bungalow properties in 2019.

(b) Intent. The District seeks Proposals to identify a firm or entity to propose a viable plan for the financing and development of the Project Site to further the District's mission of facilitating and developing a vibrant downtown Tucson, subject to the Intergovernmental Development Agreement between the District and the Regional Transportation Authority for Pima County ("RTA") attached as **Exhibit B-1**. Proposals should contemplate the District's ability to lease property for up to 25 years at, in the appropriate circumstances, nominal rates provided that the lessee has invested the funds necessary to remodel and active all or a portion of the Project Site.

(b) Content. Each Proposal must be generally consistent with the Placemaking Vision for the Historic Bungalow Block prepared by Project for Public Spaces, **Exhibit B-2** hereto, and in compliance with the proposed Sunshine Mile Urban Overlay District ("UOD"). The latest draft of the UOD is available on the District's website (www.rionuevo.org). The District is seeking a firm or entity that can provide the planning and development expertise necessary to plan appropriate uses, which will ultimately be leased and then sold to one or more developers to build and operate. The District's planning goals include restaurant, retail, entertainment and arts facilities, public spaces, and parking in a quantity appropriate to support the facilities and related activities.

1.2 Preparation/Submission of SOQ. Prospective Developers are invited to participate in the competitive selection process for the Project as outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The District shall consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the District to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the District, any of the following are true:

(1) Developer does not meet the minimum required skill, experience or requirements to perform or provide the Service.

(2) Developer has a past record of failing to fully perform or fulfill contractual obligations.

(3) Developer cannot demonstrate financial stability.

(4) Developer’s SOQ contains false, inaccurate or misleading statements that, in the opinion of the District’s designated Project Manager or authorized designee, are intended to mislead the District in its evaluation of the SOQ.

B. Submittal Quantities. Interested Developers must submit **one original and one copy (two total submittals)** of the SOQ. In addition, interested parties must submit **one PDF copy** of the Proposal on a CD-ROM or similar electronic storage device. Failure to adhere to the submittal quantity criteria shall result in the SOQ being considered non-responsive.

C. Required Submittal. The SOQ shall not exceed 25 pages to address the SOQ criteria (excluding cover letter, resumes and the Developer Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **12 pt., Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the SOQ being considered non-responsive. Each SOQ shall be submitted with the following documents:

(1) Cover letter with an **original ink signature** by a person authorized to bind the Developer. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Developer shall be considered non-responsive.

(2) Developer Information Form, with **original ink signature**.

(3) References.

(4) Project Schedule.

(5) Resumes, Licenses and Certifications (if any).

(6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Developer Responsibilities. All Developers shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be considered. A Developer submitting a late SOQ shall be so notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the SOQ number and title, (RN2020-11-??) Re-Purposing of the Historic Bungalow Block Project, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The District is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: Rio Nuevo Multipurpose Facilities District, 1703 E. Broadway Blvd., Tucson, Arizona 85719. Proposals must be received in the District's office by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a Developer (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.3 Cost of SOQ Preparation. The District does not reimburse the cost of developing, presenting or providing any response to this solicitation. An SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Developer is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the District and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the District Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Any inquiries related to this RFQ shall refer to the number and title, page and paragraph.

B. Inquiries Answered. Verbal or telephone inquiries directed to District staff **will not be answered.** Within two business days following the Final Date for Inquiries listed on the cover page of this RFQ, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFQ package from the District and who legibly provided a mailing address, facsimile and/or e-mail address to the District. No questions submitted in any form after the Final Date for Inquiries will be answered.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum shall result in the SOQ being rejected as non-responsive. It shall be the Developer's responsibility to check for addenda issued to this RFQ. Any addendum issued by the District with respect to this RFQ will be available at:

Rio Nuevo Multipurpose Facilities District
1703 E. Broadway Blvd.
Tucson, Arizona 85719
Rio Nuevo website at: www.rionuevo.org

1.6 Public Record. All SOQ shall become the property of the District and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the District's Procurement Code.

1.7 Confidential Information. If a Developer believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the District Representative of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Developer as confidential shall not be disclosed until the District Representative makes a written determination. The District Representative shall review the statement and information with the District and shall determine in writing whether the information shall be withheld. If the District determines that it is proper to disclose the information, the District Representative shall inform the Developer in writing of such determination.

1.8 Developer Licensing and Registration. Prior to the award of any agreement, the successful Developer shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the District. The Developer shall provide licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the Developer certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a District employee, officer or agent in connection with the submitted SOQ. It (including the Developer's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, District Board members and District staff, unless such person is designated as a District Representative. All contact must be addressed to the District's RFQ Administrator, except for questions submitted as set forth in Section 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the Developer Information Form is genuine, and the person signing has the authority to bind the Developer. Failure to sign the cover letter and the Developer Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Development Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Development Agreement including the Scope of Work and other Exhibits.

1.10 Selection Criteria.

A. Evaluation; Selection. A Selection Committee composed of representatives from the District will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Developers based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. The Selection Committee may select up to five finalists that may be invited for oral interviews with the Selection Committee, if deemed necessary. The District may conduct oral interviews with the selected Developers and upon completion of the final evaluation of identified components, will create a final list of the three most qualified Developers. The District will invite those firms or entities to move forward into a Request for Proposals process.

B. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the District expressly reserves the right to: (1) waive any immaterial defect or informality in an SOQ, (2) reject any or all SOQ or portions thereof, and (3) cancel and/or reissue this RFQ.

C. Protests. Any Vendor may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the District Procurement Code.

1.11 Offer. An SOQ submittal is an offer to contract with the District based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless and to the extent that any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. **Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the District has approved, a development agreement between the District and the Vendor in the form acceptable to the District. A sample Development Agreement is included herein.**

PART II. STATEMENT OF QUALIFICATIONS FORMAT; CRITERIA

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee. The Selection Committee shall determine if the selection can be made on the basis of the written materials only, or if oral interviews are necessary with up to five of the highest ranked Developers based upon the SOQ submittal scoring.

2.2 Proposal Format and Evaluation. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate each SOQ based upon the evaluation criteria as outlined in this document.

2.2.1. General Information

2.2.1.1. One page cover letter as described in Subsection 1.2(C) (Required Submittal).

2.2.1.2. Provide Developer identification information. Explain the Developer's legal organization including the legal name, address, identification number and legal form of the firm or entity (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

2.2.1.3. Identify the location of the Developer's principal office and the local work office, if different from the principal office. Include any documentation that supports the Developer's authority to provide services in Arizona.

2.2.1.4. Provide a general description of the Developer that is proposing to provide the Services, including years in business.

2.2.1.5. Identify any contract or subcontract held by the Developer or officers of the Developer that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

2.2.1.6. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

2.2.1.7. Developer Information Form, with an **original ink signature** (may be attached as separate appendix).

2.2.2. Experience and Qualifications of the Developer

2.2.2.1. Provide a detailed description of the Developer's experience in providing similar services to municipalities or other entities of a similar size to the District; specifically relating experience with respect to the Services set for in Exhibit B to the attached sample Professional Services Agreement.

2.2.2.2. Developer should demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this RFQ, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information: (a) Name of company or organization, (b) Contact name(s), (c) contact address(es), telephone number(s) and e-mail address(es), (d) type of services provided, and (e) dates of contract initiation and expiration. *These references will be checked*, and it is Developer's responsibility to ensure that all information is accurate and current. Developer authorizes the District's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the District to verify references shall result in the SOQ being considered non-responsive.

2.2.2.3. The District's representative may conduct any investigation deemed necessary to determine the Developer's ability to perform the project. Developers may be requested to submit additional documentation within 72 hours (or as specified) to assist the District in its evaluation.

2.2.3. Key Positions

2.2.3.1. Identify each key personnel member that will render services to the District including title and relevant experience required, including the proposed project manager and project staff.

2.2.3.2. Indicate the roles and responsibilities of each key position. Include senior members of the Developer only from the perspective of what their role will be in providing services to the District.

2.2.3.3. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

2.2.3.4. Project Understanding and Approach

2.2.3.5. Describe the Developer's comprehension of the District's goals and objectives for the Project, and the Developer's approach to managing the development planning process for the Project.

2.2.3.6. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the District, including the rationale for alternate approaches, and indicate how the Developer will ensure that all efforts are coordinated with the District's Representatives.

2.2.3.7. Discuss any major issues the Developer may have identified with the Project and planning for development of the Project.

Submittal Criteria

Each submittal will be evaluated based on the above criteria. The relative weight afforded to each of the criteria will be as follows:

Experience and Qualifications of the Developer
Project Understanding and Approach
Key Positions
General Information
Completeness of Firm's Submittal

PART III. ORAL INTERVIEWS (if necessary): CRITERIA

Following evaluation of the SOQ's by the District, up to five Developers may be selected for oral interviews. The selected Developers will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Developers may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the SOQ and relate more to identification of the Developer's project approach and to an appraisal of the people who would be directly involved in the Services for this RFQ.

Oral Interview Criteria

During any oral interviews, the relative weight afforded to each of the criteria will be as follows:

Project Understanding and Approach
Key Positions
Experience and Qualifications of the Developer

PART IV. DEVELOPER INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Developer certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

DEVELOPER SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

DISTRICT STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Developer been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

Exhibit A

[List of Properties and Aerial Photograph]

BUNGALOW BLOCK

Tax Code	Address
124091240	1647 E Broadway
129091250	1641 E Broadway
124091260	1629 E Broadway
124091270	1625 E Broadway
124091280	1615 E Broadway
124091290	1611 E Broadway
124091300	1601 E Broadway



Area Map

Broadway Bl



REAL ESTATE DIVISION

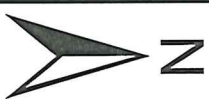


Exhibit B

[Scope of Work]

Propose a viable plan for the financing and development of the Project Site to further the District's mission of facilitating and developing a vibrant downtown Tucson. The proposal must be subject to, and not conflict with the Intergovernmental Development Agreement between the District and the Regional Transportation Authority for Pima County ("RTA") attached as **Exhibit B-1**, generally consistent with the Placemaking Vision for the Historic Bungalow Block prepared by Project for Public Spaces, **Exhibit B-2** hereto, and in compliance with the proposed Sunshine Mile Urban Overlay District ("UOD"), available on the District's website, www.rionuevo.org.

Exhibit B1

[Intergovernmental Development Agreement (District and RTA)]

**FIRST AMENDMENT TO
INTERGOVERNMENTAL DEVELOPMENT AGREEMENT
BETWEEN
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND
REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL DEVELOPMENT AGREEMENT (this "First Amendment") is entered into as of SEPT. 24, 2020, between Rio Nuevo Multipurpose Facilities District (the "District") and the Regional Transportation Authority of Pima County (the "RTA").

RECITALS

A. The District and RTA have entered into an Intergovernmental Development Agreement executed in July 2019 for the District to acquire from the City of Tucson ("City"), and thereafter repurpose, certain properties and improvements generally described as the "Bungalow Block" (the "Agreement").

B. The properties and improvements to be acquired and repurposed pursuant to the Agreement were described in Exhibit B to the Agreement (individually "Subject Property" and collectively "Subject Properties").

C. Prior to the District's acquisition of the Subject Properties, the City severed therefrom the southerly portions of each Subject Property in connection with the City's widening of Broadway Boulevard. Thereafter, in lieu of the Subject Properties as described in Exhibit B to the Agreement, the City conveyed to the District by Special Warranty Deed dated January 13, 2020, and recorded January 13, 2020 at Sequence No. 20200130610 in the Office of the Pima County Recorder, a single "Remnant Parcel" (APN 124-09-124A) as more particular described in the attached Exhibit A.

D. Thereafter the District and the City determined that it would be beneficial for the City to convey two additional parcels to the District to be repurposed in conjunction with the Bungalow Block project, including 1523 E. Broadway (APN 124-08-2200) and 1535 E. Broadway (APN 124-08-221A), legally described in the attached Exhibit B (the "Additional Properties").

E. The District and the RTA have determined that the acquisition and repurposing of the Additional Properties pursuant to the Agreement is necessary and appropriate.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the RTA hereby agree as follows:

1. **Remnant Parcel.** The Agreement is hereby amended to substitute the Remnant Parcel (Exhibit A hereto) in place and instead of the Subject Properties as described in Exhibit B to the Agreement, subject to all of the provisions of, and requirements and obligations contained in, the Agreement with respect to the Subject Properties as described therein.

2. **Additional Properties.** The District shall acquire title to the Additional Properties, subject to all of the provisions of, and requirements and obligations contained in, the Agreement with respect to the Subject Properties as described therein.

3. **Security for RTA's Interest(s) in the Additional Properties.**

a) Upon the District's acquisition of title to one or more Additional Properties, the RTA and the District shall agree upon an appropriate dollar amount to reflect the RTA's Interest which shall be based upon the City's square foot cost for acquiring title to such property, plus a reasonable rate of interest to compensate for anticipated market appreciation of the property.

b) The RTA's Interest in the Remnant Parcel and each of the Additional Properties shall be reflected on a "Statement of RTA's Interest" in the format of attached Exhibit C, which shall be recorded in the office of the Pima County Recorder

4. **Effect of Amendment.** Except as specifically modified by this First Amendment, the Agreement is affirmed and ratified and all terms and conditions of the Agreement shall remain in full force and effect.

5. **Non-Default.** By executing this First Amendment, RTA affirmatively asserts that (i) the District is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Agreement are forever waived.

6. **Conflict of Interest.** This First Amendment may be canceled by the District or the RTA pursuant to Ariz. Rev. Stat. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first set forth above.

[SIGNATURES ON THE FOLLOWING PAGE]

**Rio Nuevo Multipurpose Facilities District,
an Arizona tax levying public improvement district**

By: 
Fletcher McCusker, Chairman

Dated 10-15-20

ATTEST:

By: 
Mark Irvin, Secretary

Dated 10.2.2020

**Regional Transportation Authority
Of Pima County**

By: 
Chairperson, Board of Directors

10/28/2020
Date


Attest: 
Executive Director

10/28/20
Date

ATTORNEY CERTIFICATION

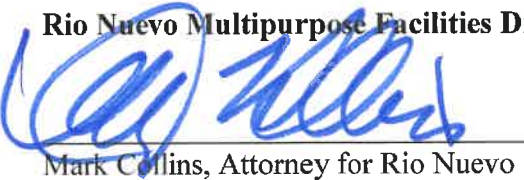
The foregoing Agreement by and between the Regional Transportation Authority of Pima County and Rio Nuevo Multipurpose Facilities District has been reviewed, pursuant to A.R.S. Section 11-952, by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:


Thomas Benavidez, Attorney for RTA

10-23-20
Date

Rio Nuevo Multipurpose Facilities District:


Mark Collins, Attorney for Rio Nuevo

10/22/20
Date

EXHIBIT A
[Legal Description of Remnant Parcel]



**EXHIBIT A
CITY OF TUCSON
REMNANT PARCEL
BROADWAY BOULEVARD – EUCLID AVE. TO COUNTRY CLUB ROAD
PARCEL 6L, 7A, 7B, 7C & 7D**

A portion of Lots 8, 9, 10, 11, 12, 13 and 14 of Block 4 of the subdivision of Altadina Heights in the City of Tucson, as recorded in Book 2 at Page 15 of Maps and Plats at the Pima County Records Office. Said parcel is lying within the southeast quarter of the southeast quarter of Section 7, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the intersection of the monument line of Cherry Avenue formerly known as Cherry Street according to the map and plat of said Altadina Heights with the monument line of Broadway Boulevard, said point being a found 2" brass disk stamped "RLS 23956 COT";

Thence North 89°05'29" East, 25.03 feet along the monument line of said Broadway Boulevard, from this point a found 2" brass disk stamped "RLS 23956 COT" at the intersection with the monument line of Warren Avenue formerly known as Pine Street according to the map and plat of said Altadina Heights bears North 89°05'29" East, 405.11 feet;

Thence North 0°54'31" West, 73.97 feet to the North right-of-way of Broadway Boulevard according to that certain Right-of-Way Plan R-2015-002 at the City of Tucson Engineers Office with the East right-of-way of Cherry Avenue according to said map or plat and the Point of Beginning;

Thence North 0°53'15" West 100.84 feet along said East right-of-way;

Thence North 89°04'58" East 375.16 feet along the North line of said Lots 14, 13, 12, 11, 10, 9 and 8 to the West right-of-way of Warren Avenue according to said map or plat;

Thence South 0°52'55" East 89.88 feet along said West right-of-way to a point of curvature on a tangent curve concave northwesterly, said point being a set ½" rebar with tag "RLS 18211";

Thence southwesterly along the arc of said curve to the right along said West right-of-way, having a radius of 25.00 feet, through a central angle of $37^{\circ}38'57''$, for an arc length of 16.43 feet to a point of curvature on a non-tangent curve concave southwesterly with a local radial bearing of North $3^{\circ}24'13''$ East;

Thence westerly along the arc of said curve to the left along the North right-of-way of Broadway Boulevard, having a radius of 1513.00 feet, through a central angle of $4^{\circ}19'08''$, for an arc length of 114.05 feet to a point of tangency;

Thence South $89^{\circ}05'04''$ West, 255.99 feet along said North right-of-way of Broadway Boulevard to the Point of Beginning.

The above described parcel contains an area of 37,992 square feet or 0.872 acres, more or less.

The Basis of Bearing for the above description is the monument line of Broadway Boulevard from the intersection of Cherry Avenue to the intersection of Warren Avenue, said bearing being North $89^{\circ}05'29''$ East according to the City of Tucson Department of Transportation/Engineering Division plans entitled 'Broadway Boulevard – Euclid Avenue to Country Club Road', Plan # R-2015-002, on file in the offices of the City of Tucson Engineer, Pima County, Arizona. This plan is also recorded at Sequence number 20161940609 at Records of Surveys at the Pima County Recorders Office. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2020



SCALE: 1" = 60'



124-09-1240, 1250, 1260,
1270, 1280, 1290 & 1300
Por. Lots 8, 9, 10, 11, 12,
13 & 14 Blk. 4 Altadina Heights
Bk. 2 Pg. 15 M&P
Gross Area = 37,992 Sq. Ft.

ALTADINA HEIGHTS BK. 2 PG. 15 M & P BLOCK 4

Curve Data

	Δ	R	L
1	37°38'57"	25.00'	16.43'
2	4°19'08"	1513.00'	114.05'

Monumentation Table

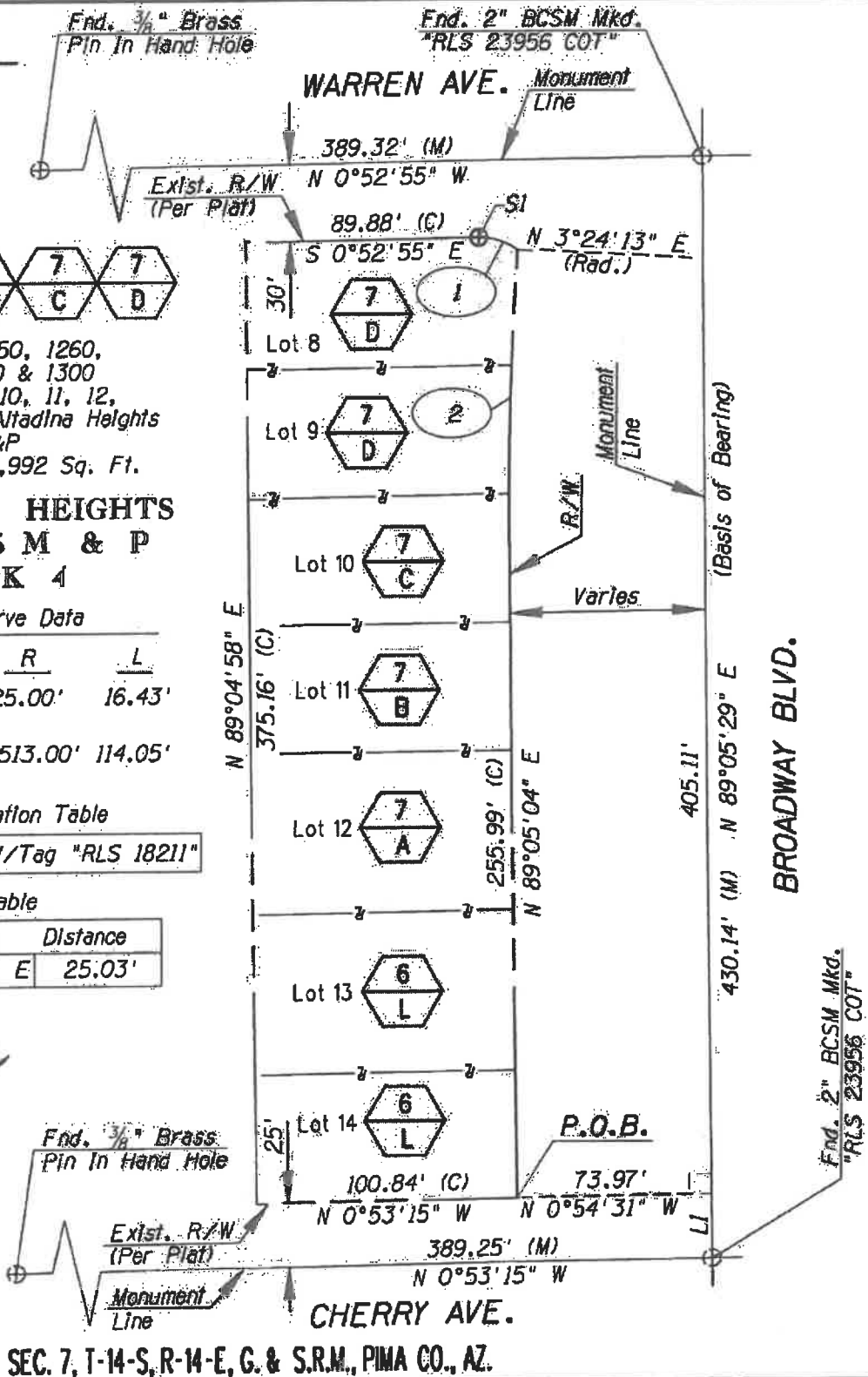
S1	Set 1/2" Rb. W/Tag "RLS 18211"
----	--------------------------------

Line Table

Line	Bearing	Distance
L1	N 89°05'29" E	25.03'



EXPIRES 3/31/2020



SEC. 7, T-14-S, R-14-E, G. & S.R.M., PIMA CO., AZ.

Drawn: JTS
Scale: See Above

CITY OF TUCSON
BROADWAY BOULEVARD
EUCLID AVE TO COUNTRY CLUB RD
REMNANT 6L-7A-7B-7C-7D

City of Tucson, Arizona
ENGINEERING DIVISION
DEPICTION OF EXHIBIT "A"

EXHIBIT B
[Legal Descriptions of Additional Properties]



**EXHIBIT A
CITY OF TUCSON
REMNANT PARCEL
BROADWAY BOULEVARD – EUCLID AVE. TO COUNTRY CLUB ROAD
PARCEL 6-J & 6-K**

A portion of Lots 25, 26, 27, 28, 29, 30, 31 and 32 of Block 25 of Drake's Addition to the City of Tucson, as recorded in Book 3 at Page 40 of Maps and Plats at the Pima County Recorders Office. Said parcel is lying within the southwest quarter of the southeast quarter of Section 7, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the intersection of the monument line of Cherry Avenue formerly known as Cherry Street according to the aforementioned map or plat of said subdivision, with the monument line of Broadway Boulevard, said point being a found 2" brass disk stamped "RLS 23956 COT";

Thence South 89°04'58" West, 49.65 feet along the monument line of said Broadway Boulevard, from this point a found 2" brass disk stamped "RLS 23956 COT" at the intersection with the monument line of Vine Avenue formerly known as Vine Street with the monument line of Broadway Boulevard bears South 89°04'58" West, 405.44 feet,

Thence North 0°55'02" West, 79.97 feet to the intersection of the North right-of-way of Broadway Boulevard according to that certain Right-of-Way Plan H-2015-002 at the City of Tucson Engineers Office with the West right-of-way of Cherry Avenue formerly known as Cherry Street at the Point of Beginning;

Thence South 89°05'04" West, 155.04 feet along said North right-of-way;

Thence South 83°22'37" West, 45.25 feet along said North right-of-way;

Thence North 0°39'42" West, 101.38 feet along the West line of Lot 25 to the northwest corner of said Lot 25;

Thence North 89°18'40" East, 200.01 feet along North line of Lots 25 thru 32 to the West right-of-way of Cherry Avenue at the northeast corner of said Lot 32 at a found ½" rebar with tag "RLS 13178", from said point a found ½" rebar with no tag bears South 66°03'37" West, 0.23 feet and also a found ½" rebar with tag "RLS 19862" bears South 44°04'10" East, 0.14 feet;

Thence South 0°40'29" East, 96.09 feet along said West right-of-way to the Point of Beginning.

The above described parcel contains an area of 19,401 square feet or 0.445 acres, more or less.

The Basis of Bearing for the above description is the monument line of Broadway Boulevard from the intersection of Vine Avenue to the intersection of Cherry Avenue – North said bearing being South 89°04'58" West according to the City of Tucson Department of Transportation/ Engineering Division plans entitled 'Broadway Boulevard – Euclid Avenue to Country Club Road', Plan # R-2015-002, on file in the offices of the City of Tucson Engineer, Pima County, Arizona. This plan is also recorded at Sequence number 20161940609 at Records of Surveys at the Pima County Records Office. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2020

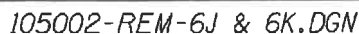


EXHIBIT C
[Statement of RTA's Interest]

STATEMENT OF REGIONAL TRANSPORTATION AUTHORITY'S INTEREST

On or about SEPT. 24, 2020, the Regional Transportation Authority of Pima County ("RTA") and the Rio Nuevo Multipurpose Facilities District ("District") entered into an Intergovernmental Agreement ("IGA") dealing with their respective rights in the real property described in attached Exhibit A ("Subject Property"). The sale or lease of all or a portion of the Subject Property by the District is subject to the terms of the IGA, as amended.

Rio Nuevo Multipurpose Facilities District

By: [Signature]
Chairperson

11.3.20
Date

By: [Signature]
Secretary

11.5.2020
Date

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

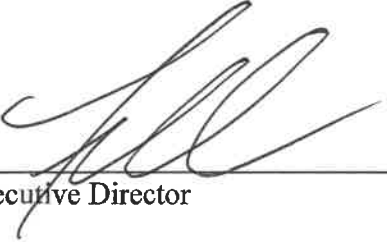
On 11/3 & 11/5, 2020, before me personally appeared Fletcher McCusker and Mark Irvin whose identities were proven to me on the basis of satisfactory evidence to be the persons who each claimed to be, and acknowledged that each signed the above document, on behalf of the District.

[Signature]
Notary Public

(Affix notary seal here)



Regional Transportation Authority of Pima County



Executive Director



Date

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On Nov. 16, 2020, before me personally appeared Farhad Moghimi, Executive Director of RTA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claimed to be, and acknowledged that he signed the above document, on behalf of the RTA.



Notary Public

(Affix notary seal here)

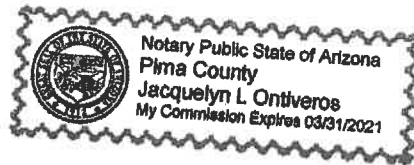


Exhibit B2

[PPS Vision]

PLACEMAKING VISION FOR THE HISTORIC BUNGALOW BLOCK

The preservation and relocation of the historic bungalows between Warren and Cherry Avenues provide an opportunity to create a multi-use, art centered destination along the Broadway Corridor. Each bungalow can be converted to a shop, restaurant, event space, or art gallery to attract a wide variety of visitors. By acquiring the entire block of bungalows, and converting them into a unified development, Rio Nuevo would be in a position to create a true destination, where the physical buildings preserve Broadway's past, and new business helps revive its charm.

The bungalows have a distinct aesthetic, in part because of their proximity to the sidewalk and road, a factor which should be preserved as the district is transformed. Maintaining a 25 foot distance from the road ensures that the beauty of these structures, with their landscaped front yards and Southwestern architecture, is not lost as the boulevard is enlarged. By maintaining the front of the block and its relationship to the street, but changing the back of the bungalows to be a publically-shared community area, the bungalow block would begin to form a true, connected place. The public area could be used for gatherings such as concerts, art installation openings, farmers markets, and festivals. This would link the neighborhood together and create a dynamic, human-scaled environment as the district expands.

With future development, bungalows on nearby blocks could be converted to retail space, modern parking structures with first floor retail space could be built, and an arts district would begin to take form around the growing Broadway Boulevard. In the short-term, shared parking strategies could be developed by working with adjacent property owners, and street parking could be implemented on Warren and Cherry Avenues.

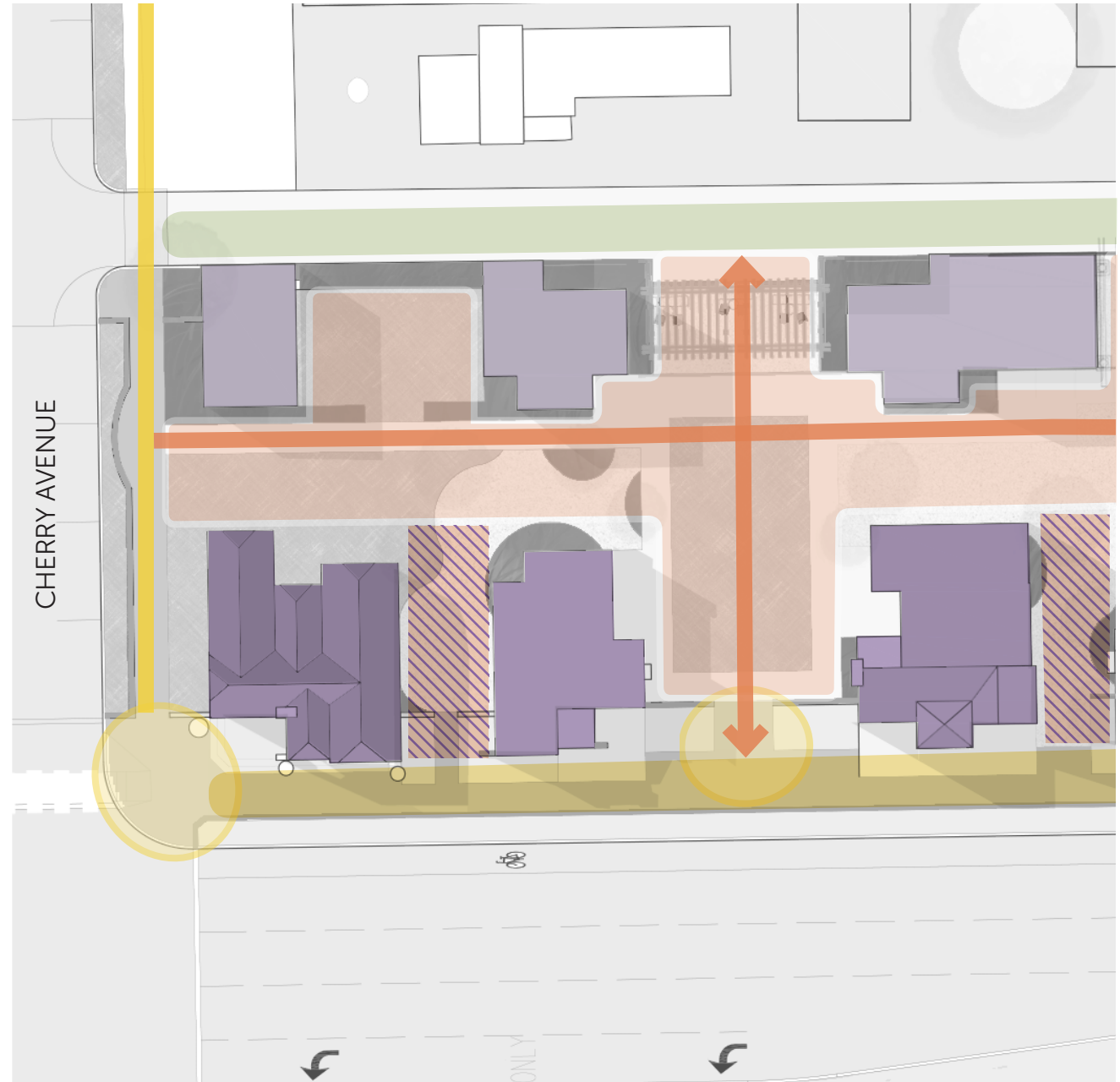


Existing bungalows at 1645 and 1647 show the bungalows' unique relationship to the road and to each other that should be preserved when developing the arts district

PROPOSED USES AND PROGRAMMING THE HISTORIC BUNGALOW BLOCK

The Historic Bungalow Block incorporates all areas of the block, including the street-facing side, the space between buildings, and the alley. In acquiring properties, the owner should treat the block as a whole, from the street to the alley.

- The neighborhood facing spaces**, including sidewalk and front porches, incorporate the bungalows into the surrounding district, and create a distinct presence in the area with a wide, continuous sidewalk, and visible store entrances
- Common outdoor space** open to the public inside the block provides protection from the traffic, and creates a sanctuary space for visitors and the public to relax
- Bungalow retail buildings** would be rented to arts-focused businesses that attract customers to the area for shopping and entertainment. Those facing Broadway Boulevard are pre-existing, but to increase the capacity and potential of the block, more bungalows could be developed along the alley
- Alley** serves as service access, and provides access for pedestrians coming from the neighboring blocks





ONE EXAMPLE OF HOW THE COMMON OUTDOOR SPACE COULD BE DESIGNED

ENHANCE CONNECTIONS INTO THE NEIGHBORHOOD:

Provide wayfinding, bike parking, access from the alleys and new sidewalks on side streets for residents

ART WALK:

A paved walkway connecting Warren to Cherry Avenues (and beyond) and connecting the common spaces of the Historic Bungalow Block

GARDEN ROOMS:

A string of attractive common outdoor spaces in a common area, used for a wide variety of gatherings

ENHANCE PEDESTRIAN CROSSWALKS:

Artist designed pedestrian crosswalks mark the entrance to the district and the Rincon Heights neighborhood



SIDEWALK:

Align the bungalow buildings to the roadway, keeping a 25' to 35' distance from the curb. This distance will allow a courtyard space behind the buildings. A generous landscape buffer separates the walking area from the roadway with native plantings and a seatwall

COMMON FLEXIBLE LAWN:

A space for gatherings, concerts, classes and art displays. The surface could be lawn or compacted gravel and the edges of the proposed and existing buildings will create the courtyard enclosure



PERGOLA:

A garden structure covered with vines and plantings

ENHANCE EXISTING ALLEY:

The alley could keep its current service use and with improvements to its character also provide a welcome pedestrian access to the internal spaces

PROPOSED BUILDINGS ALONG THE COURTYARD:

Small buildings along the courtyard could mirror the style of pre-existing bungalows on the block

COURTYARD ENTRY POINT:

A clear space facing Warren and Cherry Avenues and bordering on the inner courtyard, with seating and tables as well as signage would invite visitors into the pedestrian area

COURTYARD:

An open space with gravel pavement, trees, sculptures and rotating art displays. Features could include: movable seating, informal stage, trees, umbrellas and lighting

SIDE GARDENS:

A tenant-managed space for customers could be created between buildings, similar to the existing bungalow located between the buildings at 1645 and 1647

FRONT PORCH:

Each individual storefront and business should have a front porch for merchandise display, and seating. Provide unique storefront signs and landscape treatments

VISION FOR THE HISTORIC BUNGALOW BLOCK



BUNGALOWS FACING BROADWAY

By retaining a setback of 25 feet in relocating the bungalows, the connection to the boulevard will remain strong and consistent with other bungalows on the boulevard. The preserved, historic bungalows will be interspersed with pockets of private gardens and inviting entryways, that create corridors for

pedestrians to enter the block. Each bungalow can have a noticeable door along the inner courtyard as well as the street, so that the entire block is utilized, and neither the internal art walk nor the curb is ignored.



INNER COMMON AREA OF HISTORIC BUNGALOW BLOCK

The inner courtyard of the block will serve as the central hub of activity, with a paved, accessible art walk winding through with destination points along the route. A pergola will provide shade and a pleasant spot for visitors to rest and enjoy food or beverages from one of the local restaurants or cafes. Shoppers in the area can congregate here, and parents can let their kids wander about

without fear of traffic, as they would have on the street side of the block. Moveable tables and chairs create an atmosphere that is readily tailored to everybody's individual needs. This space can be utilized in the evenings as a main event space for concerts, art walks, or bar crawls, so that the bungalows retain business at all hours from people with a wide array of interests.

DESIGN STYLE FOR THE PROPOSED BUNGALOW BLOCK



The courtyard and bungalow garden spaces can reflect the traditional Southwestern style, incorporating local art pieces and native craftsmanship into the arts district



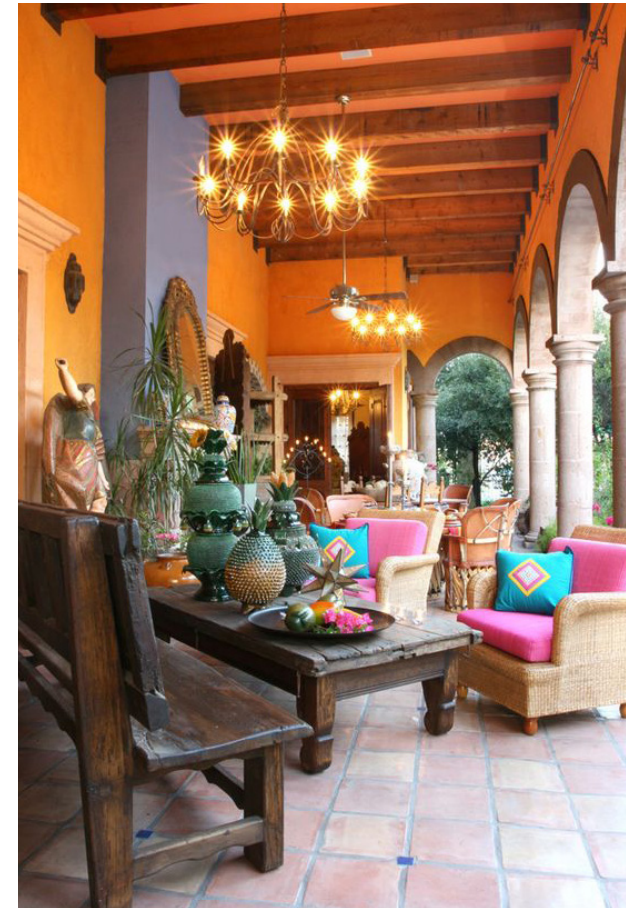
Private gardens between buildings will be landscaped to fit the owners' needs, or can be utilized to create landscaped corridors between the street and inner courtyard



A pergola will provide usable outdoor space in hot summer days, while a grass lawn or large open space can be used in the evenings or for kids' play during the day



The front facade of the bungalows will maintain the bungalows original charm, with native plants and prominent art displays encouraging passersby to take notice



The bungalows will utilize the Power of 10, creating multi-purpose spaces like the above patio, which has seating, art, and a connection to the interior building and the gardens beyond. These spaces can blend private and public, encouraging visitors to enter shops, if they utilize their outdoor space to showcase products

ACTIVITIES & RELATIONSHIPS BETWEEN SPACES



The courtyard walkway would introduce visitors to each of the stores, and keeping the bungalows aligned in the front and back would enhance their visibility. Key elements could be maintained for consistency, such as outdoor furnishings, but stores would incorporate their own designs to display their unique character



Bungalows would each have a prominent outdoor space, so that they stand out from residential houses on nearby blocks, and indoor uses can spill out onto the street as needed



Although the central courtyard is the hub of activity for the bungalows, wide sidewalks, umbrellas, and outdoor seating would also create a noteworthy space in front of the buildings

A Placemaking Vision Plan for the Broadway Corridor



Shade would be readily provided with visually appealing awnings and umbrellas, so that outdoor space could be utilized during inclement weather



Programming in the courtyard would bring visitors into the district for a variety of reasons, including exercise classes, art shows and performances, and art classes

Exhibit C

[Sample Development Agreement]

**RIO NUEVO AND [DEVELOPER - TBD]
DEVELOPMENT AGREEMENT**

For reference, this Development Agreement (“Agreement”) is dated _____, 2021 (the “Effective Date”). The parties to this Agreement are _____, an Arizona _____ (“Developer”) and **Rio Nuevo Multipurpose Facilities District**, a tax levying public improvement district (the “District”).

RECITALS

A. The District is a special taxing district of the State of Arizona (the “State”) that was formed by the City of Tucson, Arizona (the “City”) and the City of South Tucson, Arizona under the Stadium District Statutes that commence at A.R.S. §48-4201 *et seq.* A “District” formed under these statutes is defined as “... any county stadium district established pursuant to § 48-4202, subsection A, B or C.” §48-4201(3). The voters who authorized formation of the District authorized the District to receive an incremental portion of State-shared funds derived from transaction privilege taxes (i.e. sales tax called “TPT Funds”) collected from within the District’s boundaries all of which lie within the City.

B. Developer intends to build a mixed use project located at 1523-1645 E. Broadway Blvd., Tucson, Arizona, and the southerly portion of the Cherry Ave. right-of-way adjacent to those parcels (the “Project”) as more particularly described in Section 2 below (the “Premises”). The Project and thus the Premises may include some additional nearby parcels that are currently or may later be owned by District.

C. The District desires that Developer cause the Project to be constructed and developed on the Premises to further the District’s purposes of enhancing Downtown Tucson and the District’s Primary Component (as defined in A.R.S. § 48-4201(4)(B)), the Tucson Convention Center. The Project on the Premises (as defined in Section 2 below) will: (i) provide a significant investment within the District; (ii) create new opportunities for employment in the District; (iii) enhance retail transaction (sales) tax collections in the District; and (iv) provide greater ability for the District to promote new development within the District boundaries. The value of constructing and operating the Project on the Premises will be analyzed through an economic and fiscal impact analysis to be ordered by the District and paid for by the Developer (the “Economic Analysis”).

D. The purpose of this Agreement is to set forth each party’s benefits and obligations pertaining to the construction and operation of the Project. This Agreement shall be binding upon its execution by authorized representatives of the District and Developer.

AGREEMENT

1. Incorporation and Representation. The foregoing Recitals are hereby incorporated into this Agreement by this reference as if set forth in full, and each of the parties represents that such Recitals are true and accurate to the best of each signatory's knowledge, information and belief.

2. The Premises. The approximate location of the Project (the “Premises”) is shown on Exhibit A attached hereto. The exact location of the Premises is shown in an ALTA/NSPS Survey the (“Survey”) dated [_____].

3. Contingencies. This Agreement and the Project will be contingent upon: (i) the Developer committing to develop the Premises in substantial compliance with the "Sunshine Mile" Urban Overlay District ("SMD") as approved by the City of Tucson on [_____]; (ii) the Developer committing to develop the Premises in substantial compliance with any previously submitted plans or other plans of similar quality that are approved by the District in the District's reasonable discretion; (iii) the District receiving an Economic Analysis showing that the benefit to the public from the Project exceeds the value of any incentives given to the Developer by the District; (iv) the District approving the construction costs for the Project; (v) Developer complying with A.R.S. Title 34 procurement requirements to the extent necessary; (vi) Developer and District agreeing to a mutually satisfactory form of GP Lease (defined in Section 4 below).

4. Ownership and Lease of Premises.

a. Ownership. The District holds, or will hold, fee title to the Premises prior to Developer commencing any construction.

b. GP Lease. Within six months from the Effective Date, the parties will enter into a Triple Net Government Premises Lease Excise Tax (the “GP Lease”) for a term of up to 25 years from the date specified in the GP Lease, or such other term as allowed by statute. Because of the governmental nature of the District, certain aspects of the GP Lease and this Agreement will be governed by A.R.S. §42-6201 et seq. and A.R.S. §48-4201 et seq. Pursuant to the GP Lease, Developer will be responsible to operate and manage the Project and to pay all expenses relating to the same. The GP Lease will contain an option in favor of Developer to purchase the Premises during the term of the GP Lease at the Purchase Price of \$[TBD]. If the option to purchase is not exercised during the term of the GP Lease, Developer will have an obligation to acquire title to the Premises the end of the GP Lease.

5. Obligations of Developer. Developer shall have the obligation to complete the following during the timelines set forth herein:

a. Governmental Approvals and Construction Contracts. Developer shall obtain all necessary governmental approvals to construct the Project, including but not limited to any zoning interpretations or rezoning the Premises if necessary, obtaining design approval of the Project, and obtaining all necessary permits for the construction of the Project within [twelve months] from the Effective Date. Developer shall also be responsible to obtain bids for the design and construction of the Project and shall enter into all necessary contracts for the same within one year from the Effective Date.

b. Due Diligence. Developer shall obtain an extended coverage commitment for title insurance in a form reasonably satisfactory to Developer and the District insuring each

party's respective interests, as such interests may change from time to time. The Survey shall be updated to comply with the requirements of the title company. Developer shall also obtain a Phase I Environmental Assessment (and a Phase II if deemed necessary by the Phase I) for the portions of the Premises west of the eastern boundary of the Cherry Avenue right-of-way, certified to the District and to Developer in a form satisfactory to the District. Finally, Developer shall obtain any other studies or due diligence required by the City or reasonably requested by the District. All due diligence must be completed prior to Developer finalizing any construction financing.

c. Financing of the Project. Developer will obtain both construction and permanent financing for the Project, without pledging or otherwise relying upon any of the TPT Rebates to be received from the District pursuant to Section 7 below as a revenue stream for repayment of such financing. During the construction period, the financing may be secured by the Developer's leasehold interest in the Premises, subject to the District's approval which shall not be unreasonably withheld. Upon the Developer's exercise of its option to purchase the Premises from the District, such fee title shall be free and clear of all liens or encumbrances other than those set forth in the District's SWD as provided in Section 4 and the effective date of the GP Lease.

d. Construction of the Project. Developer shall present all stages of the plans and specifications for the Project to the District for the District's (or its agent's) reasonable review, input and approval. The District shall be responsible for the cost of such review. Upon receipt of the building permits required for the construction of the Project, Developer shall construct the Project in substantial conformance with the plans and specifications approved by the City and the District, and shall, subject to *force majeure* events, obtain a Certificate of Occupancy no later than [**] years from the Effective Date. During construction of the Project, if required by the lender, Developer shall employ a third-party inspector, at Developer's sole cost and expense, for the benefit of such lender and the District, whose role shall be to confirm that the Project is constructed in substantial conformance with the approved plans and specifications.

e. Successor or Assigns. Developer shall have the sole discretion and ability to transfer all rights and responsibilities associated with this Agreement to any entity for which it is at least a 50% owner. If any transfer of rights and/or responsibilities occurs pursuant to the first sentence of this paragraph, Developer shall notify the District within thirty (30) days prior to the transfer being effectuated. Any other transfer of rights and/or responsibilities to successor interests or assigns of Developer shall be subject to the prior written approval of the District, which shall not be unreasonably withheld.

f. Excise Tax Abatement. Developer will not seek an abatement of the excise tax due under the GP Lease.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

[DEVELOPER]

By
[Name], [Title]

“Rio Nuevo”

Rio Nuevo Multipurpose Facilities District,
a tax levying public improvement district

By _____
Fletcher McCusker
Chairman of the Board

By _____
Mark Irvin
Secretary of the Board

EXHIBIT A
Approximate Location of Premises