

**AGREEMENT TO PROVIDE ECONOMIC BENEFITS  
CORBETT PARTNERS, LLC**

This Agreement (“**Agreement**”) is entered into as of October \_\_, 2022 (“**Effective Date**”) by and between Corbett Partners, an Arizona limited liability company (“**LLC**”) and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the “**District**”). The LLC and the District are sometimes referred to in this Agreement collectively as the “**Parties**” or individually as a “**Party.**”

**RECITALS:**

A. The LLC owns the real property located at 340 N. 6<sup>th</sup> Avenue in Tucson, Arizona (the "Property"), Pima County Assessor Parcel Number 117-05-069E, which is legally described and depicted at Exhibit A. The Property is comprised of land and improvements including retail services, restaurant/food services, indoor/outdoor sports courts, and a parking lot (among other improvements).

B. The LLC has invested \$6,500,000 in development, remodeling, and repurposing of the Property since approximately March, 2022. Among other things, the LLC has constructed a 188 space parking lot, beer garden, restaurant, and pickleball courts. This portion of the project is referred to herein as "Phase I." Completion of Phase I, the construction, remodeling and repurposing of the Property for public use, is expected to cost the LLC approximately \$9,000,000.

C. The LLC expects the businesses constructed during Phase I will be open and available for public use and enjoyment on or around March 1, 2023. The LLC anticipates that operation of the restaurant, beer garden, and pickleball courts will immediately generate substantial revenue that will produce transaction privilege tax revenues for the District.

D. At the Rio Nuevo District's public meetings on April 26, 2022 and September 27, 2022, the LLC requested the District's financial assistance to complete construction, remodeling, and repurposing of the Property. LLC's goal is to complete development and commence operations of the establishments by March 1, 2023.

E. The District's Board has determined that the construction and development of the Property and operation of the establishments at the Property will generate substantial taxable revenue, appreciably increase employment opportunities, and will benefit the downtown Tucson area and the Rio Nuevo District in general.

F. During the public meeting on April 26, 2022, the District approved a cost-reimbursement grant of \$500,000 to the LLC for the purpose of advancing the completion of the improvements and permitting the retail establishments at the Property to commence operations. The District approved additional \$1,200,000 in assistance to the LLC at its public meeting on September 27, 2022, in order to expedite completion of the development and commencement of revenue-generating operations.

G. Upon completion of these ongoing improvements but before operations commence at the Property, LLC will convey the Property to District through a special warranty deed pursuant to a

Triple Net Government Property Lease ("GPLET") and the terms of this Economic Benefit Agreement. The Property will then be "Government Property Improvements" under A.R.S. §42-6201(2), under which District is the landlord as a "Government Lessor" pursuant to A.R.S. §42-6201(1), and LLC is the tenant or "Prime Lessee" pursuant to A.R.S. §42-6201(4).

H. The GPLET between the Parties will include provisions whereby the LLC continues development of the Property through construction of an apartment complex and a hotel, as well as other retail establishments, on or adjacent to the Property. The anticipated improvements will substantially increase the amount of transaction privilege tax generated in the Central Business District and the downtown Tucson area generally.

I. The Parties anticipate the GPLET will also include provisions for the sharing of transaction privilege taxes and construction sales tax paid to the District by the Arizona Department of Revenue ("ADOR") if any, but only to the extent that the ADOR remits a portion of the construction sales tax generated by the Property during the construction of Phase I to the District and rebates all of the transaction privilege taxes generated during the GPLET. The GPLET will reflect the Parties' specific agreement for the sharing of such taxes and rebates up to a maximum amount and for a limited period of time.

J. The LLC understands and acknowledges that the District itself does not generate or control the transaction privilege taxes allocated to it by the State of Arizona and its agencies. Therefore, the District agrees to provide rebates of such tax revenues only if such revenues are actually allocated and paid to the District as generated by 340 N. 6<sup>th</sup> Avenue.

K. This Agreement is to detail the economic incentive that the District has agreed to provide the LLC to assist it in completing Phase I on the Property and to generally describe the terms and conditions that the Parties will incorporate into their relationship with respect to the Property thereafter.

## AGREEMENTS

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of the mutual covenants, promises and agreements contained herein, the District and the LLC agree as follows:

1) **Recitals.** The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2) **Definitions.** In this Agreement, unless a different meaning clearly appears from the context:

a) **"Affiliate,"** as applied to any person, means any person directly or indirectly controlling, controlled by or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (I) "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) "person" means and includes

natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint venture associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

b) **“Applicable Laws”** means the federal, state, county and local laws (statutory and common law), ordinances, rules, regulations, permit requirements and other requirements and official policies of the City which apply to the development of the Property from time to time.

c) **“Third Party”** means any person other than a Party or an Affiliate of a Party.

3) **LLC's Minimum Requirements.** To be entitled to the economic benefits provided by the District herein, the LLC shall at all times satisfy the following **“Minimum Requirements.”**

a) **LLC Conveyance to the District.** On or before completion of Phase I but before the LLC commences operations, LLC will convey the Property to District through a Special Warranty Deed and will enter into a Triple Net Government Property Lease ("GPLET") pursuant to the terms and conditions of this Economic Benefit Agreement. The Property will then be "Government Property Improvements" under A.R.S. § 42-6201(2), under which District is the landlord as a "Government Lessor" pursuant to A.R.S. § 42-6201(1), and LLC is the tenant or "Prime Lessee" pursuant to A.R.S. § 42-6201(4).

b) **Timing of Improvements.** Phase I improvements at the Property contemplated by this Economic Benefit Agreement must be completed, and a Certificate of Occupancy issued, no later than June 30, 2023.

c) **Conditions Precedent.** These Minimum Requirements are express conditions precedent to the District's obligation to provide funding through this Agreement for the improvements and expansion of the Property.

4) **District's Findings.** The District has determined that the LLC's satisfaction of the Minimum Requirements (i) will benefit the District and the City of Tucson (**“City”**) in numerous ways, including, without limitation, (A) increasing transaction privilege tax revenues and other revenues, (B) increasing the District's and City's employment base, (C) stimulating further economic development, and (D) otherwise improving or enhancing the economic welfare of the District's primary component, the Tucson Convention Center; (ii) is not likely to occur (or to occur at this time and/or in this manner and/or at the improved Property) without the benefits provided in this Agreement; and (iii) demonstrates the potential to generate revenues and other benefits (both tangible and intangible) to the District that outweigh or are not disproportionate to the costs associated with these benefits.

5) **Economic Incentive for the LLC.**

a) Based upon the District's findings and the LLC's continuing satisfaction of the Minimum Requirements, the District will pay an initial cost reimbursement grant to the LLC of \$500,000 as an economic incentive to finalize Phase I and continue development of the Property at 340 N. 6<sup>th</sup> Avenue. This initial cost reimbursement will be available to the LLC in fourteen days after the execution of this Economic Incentive Agreement, but no earlier than October 1, 2022.

b) Based on the District's findings and the LLC's continuing satisfaction of the Minimum Requirements, the District will provide additional economic incentive of \$1,200,000 in the form of construction draws during Phase I development of the Property.

c) The LLC covenants and agrees to use the Economic Incentive solely to defray the LLC's actual cost for construction, renovation, and repurposes of Phase I at the Property.

d) The LLC will provide the District with any and all documentation District requests to establish that the economic incentive granted herein is used consistently with the District's stated purpose and goals.

6) **Default, Cure & Remedies.**

a) If either Party fails to perform its obligations under this Agreement and such failure continues for a period of 30 days after written notice thereof from the other Party (the "**Cure Period**"), such failure shall constitute a default under this Agreement (a "**Default**"); provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform its obligations so long as such Party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance. Any notice of an alleged Default shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured. If a Default is not cured within the Cure Period, the non-defaulting Party shall have the remedies set forth in Section 7(b) or Section 7(c) of this Agreement, as applicable.

b) **District Remedies.** Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by the LLC in accordance with this Agreement, the District's sole and exclusive remedies shall consist of and be limited to the following:

i) The District may recover from LLC any Economic Incentive payments made during the period of any properly noticed and uncured Default and cease all future Economic Incentive payments if such Default continues for 30 days or more after the Cure Period unless additional time is required to cure such Default as set forth herein.

ii) All such remedies shall be cumulative and not exclusive of one another except as provided in this Agreement and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

c) **LLC's Remedies.** Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by the District in accordance with the notice period and Cure Period provisions of this Agreement, the District expressly acknowledges and agrees that LLC may seek specific performance, an injunction, special action, declaratory relief or other similar relief requiring the District to undertake and fully and timely perform its obligations under this Agreement and/or LLC may seek damages from the District limited to the amount of any undisbursed funds that a court determines should properly be disbursed to LLC and not for any other damages of any kind or nature.

d) **Limitation on Damages.** Claims for damages (when and if permitted) shall be limited to actual damages as of the time of entry of judgment. The District and LLC each hereby waive any and all rights to seek or receive punitive, multiple, exemplary or other damages.

e) **Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the performing Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by the doctrine of waiver.

7) **Representations and Warranties.**

a) LLC represents, warrants and covenants to the District that:

i) **Organization.** LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona, and has the power, right and authority to enter into this Agreement, and to consummate the transaction contemplated hereby, without the consent or joinder of any other party or order or approval of any court, and this Agreement shall constitute a legal, valid and binding obligation of LLC, enforceable against it in accordance with the terms and conditions contained herein.

ii) **Performance.** LLC will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement and evidence this Agreement and shall timely perform all of its obligations under the Lease.

iii) **Litigation.** As of the date of this Agreement, LLC knows of no litigation, proceeding or official investigation contesting the powers of LLC or its officers with respect to this Agreement, including LLC's execution, delivery and performance hereof, that has not been disclosed in writing to the District.

iv) **Contracts.** Except as provided in this Agreement, neither this Agreement nor anything required to be done hereunder, violates or shall violate any contract or agreement to which LLC is a party.

v) **Indemnification.** Upon the filing by any Third Party of any action at law or in equity or the assertion of any claim, cause of action or judicial or non-judicial proceeding relating or pertaining to LLC's performance or failure to perform its obligations under this Agreement, whether or not LLC is a party to such claim, action or proceeding, and whether or not negligence or gross negligence by the District is alleged, LLC shall cause such action or proceeding (including all claims against the District, its directors, officers or employees) to be timely defended by counsel selected by LLC and acceptable to the District in its reasonable discretion. The District shall fully cooperate in the defense of such action or proceeding in coordination with LLC's counsel, at LLC's sole cost and expense. The District may, in its sole discretion, select its own counsel to defend the District, at the District's own cost and expense. In addition to the foregoing, LLC shall indemnify, defend and hold the District, its Board Members, representatives, agents and

employees, harmless for, from and against any liability, loss, claim, action or demand, including attorneys' fees and costs that may arise out of or is connected with the LLC's breach of any covenant, representation, warranty or term contained in this Agreement. Notwithstanding anything in this Agreement to the contrary, the obligations set forth in this Section 8(a)(v) shall survive termination or expiration of this Agreement for a period equal to the applicable statute of limitations period.

vi) **No Consideration to Third Parties.** LLC has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

b) **The District.**

i) **Organization.** The District is a special taxing district of the State of Arizona duly organized, validly existing and in good standing under the laws of the State of Arizona and has the power, right and authority to enter into this Agreement and to consummate the transaction contemplated hereby, without the consent or joinder of any other party or order or approval of any court, and this Agreement shall constitute a legal, valid and binding obligation of the District, enforceable against the District in accordance with the terms and conditions contained herein.

ii) **Performance.** The District will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement and evidence this Agreement.

iii) **Litigation.** As of the date of this Agreement, the District knows of no litigation, proceeding, initiative, referendum or official investigation contesting the powers of the District or its officials with respect to this Agreement, including the District's execution, delivery and performance hereof, that has not been disclosed in writing to LLC.

iv) **Other Contracts.** Except as provided in this Agreement, neither this Agreement nor anything required to be done hereunder violates or shall violate any contract or agreement to which the District is a party.

v) **Indemnification.** The District shall indemnify, defend and hold LLC, its managers, members, representatives, agents and employees, harmless for, from and against any liability, loss, claim, action or demand, including attorneys' fees and costs that may arise out of or is connected with the District's breach of any covenant, representation, warranty or term contained in this Agreement. The District's indemnification provided in this Agreement shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period.

c) **Limitation on Representations.** Except as expressly stated herein, no Party has made any representation regarding the validity, enforceability, tax effect or any other aspect of this Agreement.

8) **Enforced Delay.**

a) **Events Constituting Enforced Delay.** Whether stated or not, all periods of time in this Agreement are subject to this Section. Neither the District nor the LLC, as the case may be, shall be considered to have caused a Default, nor shall the LLC be deemed to have failed to satisfy the LLC Minimum Requirements with respect to its obligations under this Agreement, in the event of a delay (an **“Enforced Delay”**) due to causes beyond its control and without its fault, negligence or failure to comply with the Applicable Laws, including but not restricted to (i) acts of God, acts of the Federal or State government, acts of a Third Party, litigation or other action authorized by law concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby, fires, floods, pandemics, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain by any governmental body on behalf of any public, quasi-public or private entity, or declaration of moratorium or similar hiatus directly affecting the Property by any governmental entity; (ii) the order, judgment, action or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an **“Order”**) which delays the completion of the work or other obligation of the Party claiming the delay, unless it is shown that such Order is the result of the failure to comply with Applicable Laws by the Party claiming the delay; provided, however, that the contesting in good faith of any such Order shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay. In no event will Enforced Delay include any delay resulting from general economic or market conditions, from the unavailability of financing or financing on terms acceptable to the LLC, from labor shortages, nor from the unavailability for any reason of particular materials or other supplies, contractors, subcontractors, vendors, investors or lenders desired by the LLC. It is understood and agreed that the LLC will bear all risks of delay which is not Enforced Delay.

b) **Notice of Enforced Delay.** In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period equal to the duration of the Enforced Delay. The Party seeking the benefit of this Section 8 shall, within 30 days after such Party knows or reasonably should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay.

9) **General Provisions.**

a) **Waivers.** No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Unless expressly provided for in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its sole benefit; however, unless otherwise provided for herein, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

b) **Construction, Governing Law and Venue.** This Agreement shall be interpreted according to Arizona law and shall be construed as a whole and in accordance with its fair meaning

and without regard to, or taking into account, any presumption or other rule of law requiring construction against the Party preparing this Agreement or any part hereof. Any dispute or controversy relating to this Agreement, including the breach and enforcement thereof, shall take place in the Superior Court of Pima County, Arizona.

c) **Time.** Time is strictly of the essence of each and every provision of this Agreement.

d) **No Commission.** Both Parties represent that no unpaid commission is outstanding with respect to this Agreement and each Party indemnifies the other against brokerage or commission claims arising out of the indemnifying Party's actions.

e) **Attorneys' Fees.** If any action is brought by any Party in respect to its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs as determined by the court, including attorneys' fees incurred prior to any court or enforcement action that relate to the enforcement hereof.

f) **Binding Effect.** This Agreement and all instruments or documents entered into pursuant hereto are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

g) **Further Assurances and Documentation.** Each Party agrees in good faith to take such further actions and execute such further documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

h) **Time Periods.** If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

i) **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

j) **Entire Agreement.** This Agreement, together with all exhibits referred to herein, which are incorporated herein and made a part hereof by this reference, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties.

k) **Counterparts.** This Agreement may be executed by the exchange of faxed or electronic signatures and in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

l) **Approvals and Notices.** Any objection, approval, disapproval, demand, document or other notice ("**Notice**") that any Party may desire or may be obligated to give to any other Party shall be in writing and may be given by personal delivery, registered or certified mail (return receipt requested), email transmission (with delivery receipt) or by commercial courier to the Party, or its successors or assigns, to whom the Notice is intended at the address of the Party set



forth below or at any other address as the Parties may later designate. Change of address by a Party shall be given by Notice as follows:

i) *If to the District:* Rio Nuevo Multipurpose Facilities District, 1703 E. Broadway Boulevard, Tucson, Arizona 85719, with a copy to Mark Collins, Esq., Gust Rosenfeld P.L.C. , One South Church Avenue, Suite 1900, Tucson, Arizona 85701.

ii) *If to LLC:* Corbett Partners, LLC, 340 N. 6<sup>th</sup> Avenue, Tucson, Arizona, 85701, with copy to Werner Meyer, Esq., 5727 N. 7<sup>th</sup> Street, Suite 407, Phoenix, Arizona 85014.

m) **Successors and Assigns.** All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties; provided, however, that the LLC's rights and obligations hereunder may be assigned or transferred only at any time the assignor is not in Default under any provision of this Agreement to a single person or entity that has acquired the entirety of such rights and obligations as a successor in interest to the LLC, provided further that the successor has expressly and in writing for the benefit of the District assumed all of the obligations of the assignor under this Agreement. An assignee pursuant to an assignment or transfer made in compliance with all of the terms and provisions of this Agreement may be referred to as a "**Permitted Assignee.**" Any assignment or transfer not made in compliance with all of the terms and provisions of the Agreement shall be void, and not voidable, and shall vest no rights in the purported assignee or transferee.

n) **Term.** Subject to the indemnification provisions of Section 7 of this Agreement, this Agreement shall terminate without further action upon the earlier of (i) the completion date of the improvements in Phase I of the Property, or (ii) June 1, 2023 (the "Term"). Notwithstanding the foregoing, if the work anticipated under this Economic Incentive agreement has not commenced by September 15, 2022, then this Agreement, without further act or notice required, shall expire and terminate, and the Parties shall have no rights or obligations hereunder.

o) **No Partnership; Third Parties.** Nothing contained in this Agreement shall create, or be deemed to create, any partnership, joint venture or other similar arrangement between the District and the LLC. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or standing to any cause of action hereunder; except that the protection of the indemnification provisions of this Agreement shall extend to all agents, attorneys, Board members, officers and employees of the District acting in the course and scope of their employment or engagement and all such persons shall be, and are intended to be, third party beneficiaries of such indemnification provisions.

p) **Limited Severability.** The Parties agree that in the event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the District to do any act in violation of any Applicable Law), such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further shall perform all acts and execute all amendments, instruments and consents necessary to

accomplish and to give effect to the purposes of this Agreement, as and if reformed in accordance with this Section 10(p).

q) **No Liability of District Officials.** No director, officer, official, representative, agent, attorney or employee of the District shall be personally liable to the LLC, or to any successor in interest to the LLC, in the event of any Default by the District, or for any amount which may become due to the LLC or its successors, or with respect to any obligation of the District pursuant to this Agreement.

r) **Conflict of Interest.** This Agreement is subject to and may be terminated by the District in accordance with the provisions of A.R.S. §38-511.

s) **Israel Boycott** If and to the extent that ARS § 35-393 et seq. is applicable, the LLC certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARS § 35-393.

**RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT**

DocuSigned by:  
By: Fletcher McCusker  
66C311F5953D473...  
Fletcher McCusker, Chairman  
Date: 10/4/2022

DocuSigned by:  
By: Edmund Marquez  
E109C6AADB649E...  
Edmund Marquez, Secretary  
Date: 10/3/2022

**CORBETT PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY**

DocuSigned by:  
By: Scott Stiteler  
969811CCB0C649E...  
Name: Scott Stiteler  
Title: Member/Manager  
Date: 10/3/2022

**EXHIBIT A**

Legal Description and Depiction of the Property at 340 N. 6<sup>th</sup> Avenue, Tucson, AZ



PROJECT NO. 220913

DATE: September 20, 2022

### Corbett Overall Parcel

All portion of Block 73 of the City of Tucson, Pima County, Arizona, according to the official survey, filed notes, and map 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, a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona in Book 3 of Maps and Plats at page 70 thereof and the adjacent portions of the right of ways of 5<sup>th</sup> Avenue, 6<sup>th</sup> Avenue and 7<sup>th</sup> Street described as follows:

**BEGINNING** at the northeast corner of said Block 73 which is monumented by a one-half inch rebar "RLS 35111" from which a screw and tag "RLS 18211" lying 20.00 feet east of the northwest corner of said Block 73, bears South 89°06'27" West 375.79 feet distant;

Thence North 89°06'27" East, upon the easterly prolongation of the north line of said Block 73, a distance of 8.34 feet;

Thence South 00°53'34" East a distance of 75.36 feet;

Thence South 45°53'31" East a distance of 12.92 feet;

Thence South 00°53'33" East a distance of 132.83 feet to a point of curvature;

Thence upon said curve to the right with a radius of 10.00 feet, through a central angle of 72°38'25", an arc length of 12.68 feet to a point of reverse curvature;

Thence upon said reverse curve to the left with a radius of 51.00 feet, through a central angle of 36°51'44", an arc length of 32.81 feet to a point of reverse curvature;

Thence upon said reverse curve to the right with a radius of 15.00 feet, through a central angle of 51°13'26", an arc length of 13.41 feet to a point of reverse curvature;

Thence with a reverse curve to the left with a radius of 112.33 feet, through a central angle of 40°40'01", an arc length of 79.73 feet;

Thence South 45°27'02" West a distance of 80.44 feet to a point of curvature;

Thence upon said curve to the right with a radius of 20.00', through a central angle of 43°39'24", an arc length of 15.24 feet;

Thence South 89°06'25" West a distance of 21.31 feet to a point of curvature;

Thence upon said curve to the right with a radius of 25.00 feet, through a central angle of 41°34'46", an arc length of 18.14 feet;



Thence North 49°18'48" West a distance of 96.02 feet;

Thence North 05°38'14" West a distance of 1.20 feet;

Thence South 89°00'03" West a distance of 1.25 feet;

Thence North 49°13'52" West a distance of 116.25 feet to a point of curvature;

Thence upon said curve to the right with a radius of 21.00 feet, through a central angle of 48°24'26", an arc length of 17.74 feet to a line 20.00 feet east of and parallel with the west line of said Block 73;

Thence North 00°54'22" West, upon said line, a distance of 76.65 feet;

Thence South 89°11'57" West a distance of 16.48 feet;

Thence North 00°53'33" West a distance of 58.58 feet to a point of curvature;

Thence upon said curve to the left with a radius of 25.50 feet, through a central angle of 44°59'59", an arc length of 20.03 feet;

Thence North 45°53'33" West a distance of 21.51 feet to a point of curvature;

Thence upon said curve to the right with a radius of 4.50 feet, through a central angle of 45°00'00", an arc length of 3.53 feet;

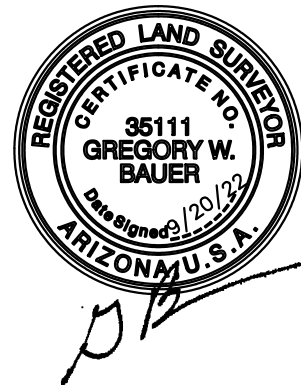
Thence North 00°53'33" West a distance of 4.47 feet to a point of curvature;

Thence upon said curve to the right with a radius of 29.00 feet, through a central angle of 07°08'34", an arc length of 3.61 feet to the westerly prolongation of the north line of said Block 73;

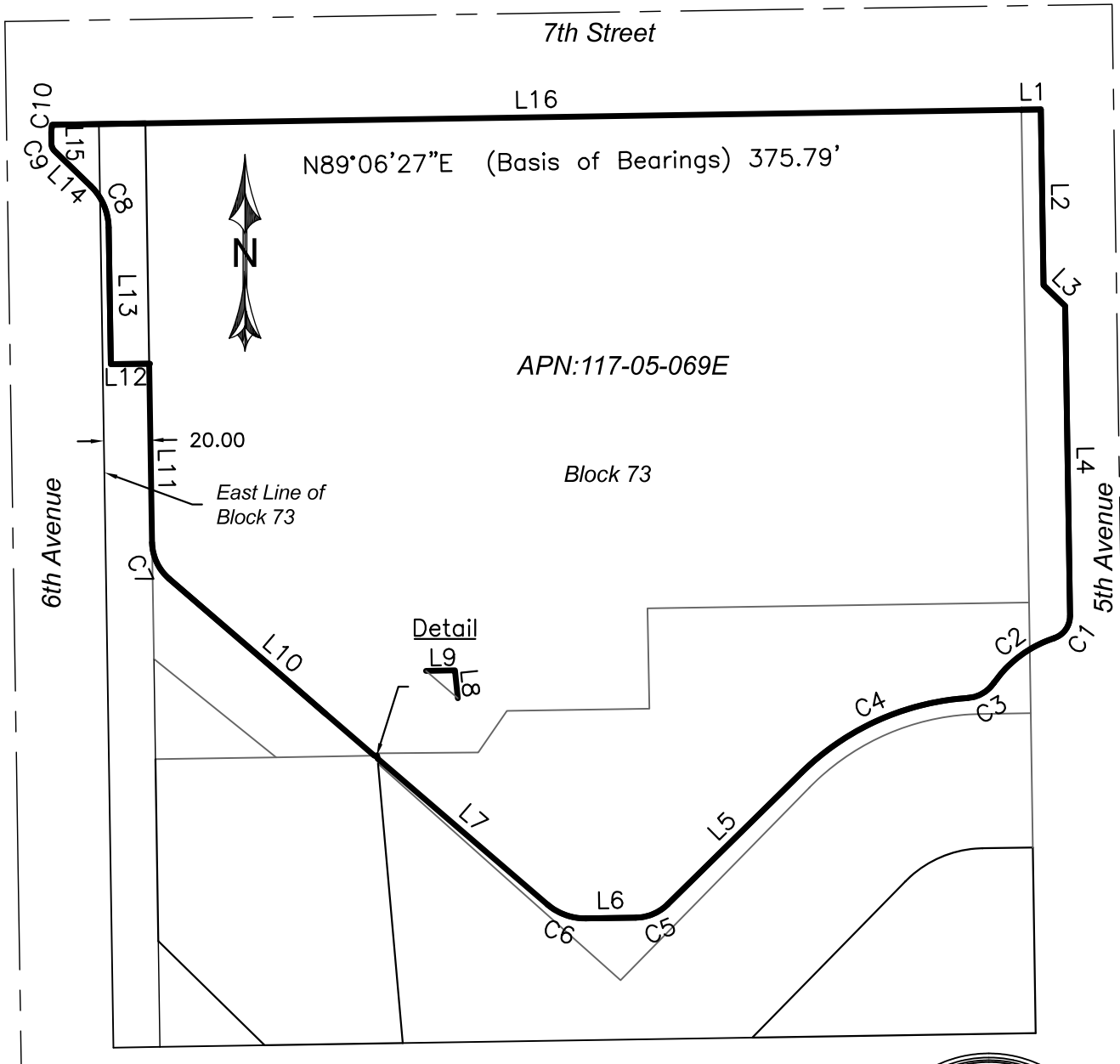
Thence North 89°06'27" East, upon said north line, a distance of 415.84 feet;

Prepared by:

Alta Arizona  
Gregory W. Bauer, RLS



# EXHIBIT



*Handwritten signature*

## ALTA ARIZONA

SURVEY - ENGINEERING - GEOTECH  
 2025 W. RUTHRAUFF RD., #125  
 TUCSON, ARIZONA 85705  
 (520) 398-6651

Portion of Block 73 and adjacent Right of Way, City of Tucson, Book 3 of Maps and Plats, page 70, Pima County, Arizona

|                       |                |               |
|-----------------------|----------------|---------------|
| Project No.<br>220913 | Drawn By: GB   | Date: 9/18/22 |
|                       | Checked By: GB | Page: 2 of 2  |

