

AGREEMENT TO PROVIDE ECONOMIC BENEFITS
29-58 West Congress Street

This Agreement to Provide Economic Benefits (this “**Agreement**”) is effective as of the date set forth on the signature page hereof (“**Effective Date**”) by and between Hazen Congress, LLC, an Arizona limited liability company (“**Hazen**”), and Rio Nuevo Multipurpose Facilities District, a special taxing district of the State of Arizona (the “**District**”). Hazen and the District are sometimes referred to in this Agreement, collectively, as the “**Parties**” or, individually, as a “**Party**.”

RECITALS

- A. Hazen owns the real property and buildings located at 29-58 West Congress Street (the “**Property**”), which is legally described in Exhibit A attached hereto. The Property includes 50 West Congress, which is comprised of land and improvements totaling approximately four hundred thirty-four (434) square feet of space which has been leased to Roadrunner Café (the “**Premises**”), and which is generally depicted in Exhibit A-1 attached hereto.
- B. It is estimated Hazen will invest at least Two Hundred Sixty Thousand and No/100 Dollars (\$260,00.00) into the Premises to renovate and remodel the Premises as described and depicted in Exhibit B, which may be supplemented from time to time by the parties as construction plans and documents are available (the construction proposal, architectural drawings, and renderings, which shall be materially consistent with the presentation made by Hazen at the District’s December 19, 2023 board meeting—collectively, the “**Construction Proposal**”) to create a coffee shop (the “**Project**”).
- C. After the Project’s completion, Hazen anticipates that the Premises will immediately generate substantial revenue that will produce transaction privilege tax revenues for the District.
- D. At the District’s public meeting on December 19, 2023, Hazen requested the District’s financial assistance to complete construction, remodeling, and repurposing of the above-referenced Project in the Premises. Hazen’s goal is to complete the Project before November 30, 2024.
- E. The District’s board members (the “**Board Members**”) have determined that the remodeling, repurposing, and development of the above-referenced areas in the Property and the District’s support of the Project in the Premises will generate substantial taxable revenue, appreciably increase employment opportunities, and will therefore benefit downtown Tucson, the Convention Center, and the District, in general.
- F. During the public meeting on December 19, 2023, the District approved—subject to other language and restrictions herein—a cost-reimbursement grant up to, **but not to exceed**, Sixty Five Thousand and No/100 Dollars (\$65,000.00) (the “**Economic Incentive**”) to Hazen for the purpose of reimbursing Hazen for as-completed hard construction costs (*i.e.*, costs other than architectural/design work, legal fees, permits and furniture, fixtures, or

equipment) and/or other improvements to the Project in compliance with the Construction Proposal.

- G. The Parties agree that the purpose of this Agreement is to detail the terms and conditions of the Economic Incentive that the District has agreed to provide Hazen for assistance with completing the Project on the Premises, and to generally describe the terms and conditions that the Parties will incorporate into their relationship with respect to the Project.

AGREEMENT

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

1. **Recitals**. The Parties hereto acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.
2. **Definitions**. Each term defined in the recitals and preamble of this Agreement has its assigned meanings and each of the following terms, unless a different meaning clearly appears from the context, has the meaning assigned to it below:

“**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.

“**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 Premises from time to time.

“**Architect**” means the architect engaged by Hazen to complete the plans and specifications for the Project as detailed in the Construction Proposal.

“**City**” means the City of Tucson, Arizona.

“**Contractor**” means Hazen’s general contractor engaged for completion of the Project, at all times in accordance with the accepted Construction Proposal.

“**Convention Center**” means the Tucson Convention Center, constituting the primary component of the District as that term is defined in A.R.S. § 48-4201.

“**Cure Period**” has the meaning assigned in Section 6 hereof.

“Default” means a default by a Party of any term, condition, obligation, warranty, representation, or covenant of this Agreement that: (i) is not reasonable capable of being cured or (ii) otherwise remains uncured after the applicable Cure Period.

“Draw Notice” has the meaning assigned in Section 5(c)(i) hereof.

“Economic Incentive” has the meaning assigned in the recitals of this Agreement but subject to other language and restrictions herein.

“Enforced Delay” has the meaning assigned in Section 8(a) hereof.

“Improvements” means Hazen’s planned improvements to the Premises for the Project, in compliance with the descriptions, plans, and other information in the Construction Proposal.

“Minimum Requirements” means certain continuing obligations and requirements of Hazen, applicable at all times during the Term of this Agreement and as specifically set forth in Section 3(a) and Section 3(b) of this Agreement.

“Notice” means any objection, approval, disapproval, demand, document, or other notice permitted or required under this Agreement.

“Order” means the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body.

“Permitted Assignee” has the meaning given in Section 9(m) hereof.

“Term” means the term of this Agreement, beginning upon the Effective Date and terminating in accordance with Section 9(n) hereof.

“Third Party” means any person or entity other than a Party or an Affiliate of a Party.

3. Recipient’s Minimum Requirements. To be eligible for the Economic Incentive provided by the District, Hazen shall at all times satisfy the following Minimum Requirements:

(a) Timing of Improvements. The Improvements to the Property for the Project contemplated by this Agreement must be completed, and a Certificate of Occupancy issued, no later than June 30, 2025, subject to Enforced Delay (as defined herein).

(b) Insurance. Hazen shall maintain at its own cost and expense (or cause to be maintained without cost and expense to the District) the following: (i) Causes of Loss-Special Form (formerly “all-risk”) Property Insurance against loss or damage to the existing and new Improvements and betterments on the Premises, written at replacement cost value and with a replacement cost endorsement, covering the Premises; and (ii) builder’s risk insurance to be maintained during the construction by Contractor, as contemplated by this Agreement, in the full amount of the cost of the Improvements, and Hazen shall further cause all its contractors and subcontractors to maintain insurance reasonably required by the District. The above-referenced insurance policies shall include an endorsement to provide a waiver of subrogation in favor of the District and shall be endorsed to include the District as “an additional insured,” and Hazen and

Contractor shall maintain such policies with responsible insurance companies with an A.M. Best's rating of A-VIII or better, authorized to do business in the State of Arizona.

(c) **Conditions Precedent.** For the duration of this Agreement and the Project, the foregoing Minimum Requirements are, and shall at all times remain, express conditions precedent to the District's obligation to provide (or continue to provide) any amount of the Economic Incentive funding for the construction, renovation, and remodeling for the Project.

4. **District's Findings.** The District has determined that Hazen's satisfaction of the Minimum Requirements: (a) will benefit the District, the Convention Center, and the City in numerous ways including, without limitation: (i) increasing transaction privilege tax revenues and other revenues, (ii) increasing the District's and City's employment base, (iii) stimulating further economic development in and around the Convention Center and within the District's district, and (iv) otherwise improving or enhancing the economic welfare of the downtown Tucson area, the Convention Center, and the District, in general; (b) is not likely to occur (or to occur at this time and/or in this manner and/or in the Premises) without the benefits provided in this Agreement; and (c) 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 those benefits.

5. **Economic Incentive for Recipient.**

(a) **Release of Funds.** Based upon the District's findings in Section 4, and subject to Hazen's continuing satisfaction of the Minimum Requirements, the District will pay Hazen the Economic Incentive as described in this Section 5.

(b) **Amounts & Limitations.** The total Economic Incentive eligible to be paid to Hazen shall be Sixty-Five Thousand and No/100 Dollars (\$65,000.00).

(c) **Distribution Procedure.** For the avoidance of doubt, the Economic Incentive will be payable in pro rata installments, proportional to actual work completed on the Project or, at Hazen's election, in a single lump sum payment after completion of the Project. Accordingly, the District will release each installment of funds in an amount consistent with the latest construction draw submitted by Hazen's Contractor, or in a lump sum payment, and only upon completion of the following required conditions:

(i) Hazen and/or Contractor shall deliver to the District a signed construction draw ("**Draw Notice**") evidencing the Improvements have been made in the Premises in compliance with the applicable Draw Notice and Construction Proposal;

(ii) For each Draw Notice submitted by Hazen or Contractor to the District, Hazen (or its Architect) shall further provide written verification that: (X) certain improvements and work consistent with the applicable Draw Notice have been made in the Premises in compliance the Construction Proposal, and (Y) proof of payment to Contractor and each of the applicable subcontractors and suppliers for the Economic Incentive draws previously paid by the District. For the avoidance of doubt, the requisite proof of payment shall include the lien waivers as described in Section 5(c)(iv) below;

(iii) Upon completion of the foregoing, the District shall have 10 business days from date of receipt of Hazen's applicable Draw Notice to inspect the construction work and confirm such work is in accordance with the Construction Proposal, if applicable, and the submitted Draw Notice. Within 7 business days of such inspection, the District shall notify Hazen in writing if the work (or any portion thereof) is not approved, and the District may withhold any Economic Incentive payment to Hazen until such time as the work has been corrected or performed in accordance with the District's notice and to its reasonable satisfaction. If the District fails to inspect the property or provide notice within the time periods specified, the District will conclusively be deemed to have approved the Draw Notice; and

(iv) As a further condition for the release of each installment of the Economic Incentive, including any lump sum payment, Hazen shall provide applicable lien waivers including, without limit, Conditional Lien waivers from all contractors, subcontractors, and suppliers with each Draw Notice as a condition for release of any money by the District, and Unconditional Lien waivers evidencing such payments along with each subsequent Draw Notice. All such lien waivers shall be in the form prescribed in A.R.S. § 33-1008.

Subject to the other terms and conditions in this Agreement, if Hazen satisfies each of the foregoing conditions in this Section 5(c), as well as the other applicable terms and conditions in Section 5, the District shall release the applicable installment of Economic Incentive funds. For any work approved (or deemed approved pursuant to Section 5(c)(iii), above) by the District, each such installment shall be released no later than fourteen (14) business days following the date the District inspects and approves (or is deemed to have approved pursuant to Section 5(c)(iii), above) the construction work in the Premises and work pursuant to Section 5(c)(iii), above.

(d) Sole Use Hazen hereby irrevocably covenants and agrees to use the Economic Incentive solely to defray or reimburse itself for the actual costs for the construction, renovation, and repurposing of the Premises in compliance with the Project and Construction Proposal.

(e) Documentation. Hazen shall promptly provide the District with any and all documentation and/or evidence that the District reasonably requests to establish that the Economic Incentive granted herein, and each installment of funds made to Hazen hereunder, is used consistently with this Agreement, and the Construction Proposal documents.

(f) No Material Change in Scope. Hazen agrees that it shall not materially change the scope of this Project without first notifying the District in writing and negotiating with the District before any material changes are made to the Project.

(g) Termination of Right to Economic Incentive. In addition to such other restrictions and conditions expressly contained in this Agreement, Hazen's eligibility to receive the Economic Incentive funds will terminate as of June 30, 2025. Notwithstanding the foregoing, if none of the work anticipated under this Agreement has commenced by June 30, 2024, then this Agreement, without further act or notice required, shall automatically expire and terminate, and the Parties shall have no rights or obligations hereunder.

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

(a) **Party Default.** If either Party fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice thereof from the other Party (the “**Cure Period**”), such failure shall constitute a Default under this Agreement; *provided*, however, that, if the failure is such that more than thirty (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 Cure Period and diligently proceeds to complete such performance. Any notice of a Default shall specify the nature of said Default and the manner in which said Default may be satisfactorily cured, where possible. If said Default is not cured within the Cure Period, or by its nature cannot be cured, the non-defaulting Party shall have the remedies available to it in Section 6(b) or Section 6(c) of this Agreement, as applicable.

(b) **The District Remedies.** Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by Hazen in accordance with this Agreement, the District’s remedies shall include, without limit, the following:

(i) Upon any Default which continues for thirty (30) days or more after the Cure Period (unless additional time is required to cure such Default as provided elsewhere in this Section), the District shall—without incurring any penalty or liability whatsoever—be entitled to: (X) in all cases, recover from Hazen any and all Economic Incentive payments made during the period of any properly noticed and uncured Default; (Y) if such Default involves misuse or misappropriation by Hazen of any Economic Incentive funds received hereunder, claw back from Hazen all Economic Incentive payments previously received thereby, irrespective of when during the Term such misuse or misappropriation occurred; and (Z) in all cases, immediately cease all future Economic Incentive payments to Hazen.

(ii) Upon any Default, the District shall be entitled to any other remedies as may be available at law or in equity, subject to the limitation on damages set forth in this Agreement. All remedies of the District shall be cumulative and not exclusive of one another, and the District’s exercise of any remedy (or remedies) shall not constitute a waiver or election with respect to any other available remedy (or remedies). For the avoidance of doubt, the foregoing rights and remedies of the District shall be available after the Term for any Default unless otherwise expressly agreed in a separate writing signed by the District.

(c) **Hazen’s Remedies.** Whenever a Default occurs and is not cured (or, if appropriate, cure undertaken) by the District in accordance with the requisite notice and Cure Period provisions of this Agreement, the District expressly acknowledges and agrees that Hazen 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 Hazen may seek damages from the District limited to the amount of any undisbursed funds that a court determines should properly be disbursed to Hazen 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 Parties each hereby waive any and all rights to seek or receive punitive, multiple, exemplary, consequential, 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 nor 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 and Covenants.**

(a) **Of Hazen.** Hazen represents, warrants, and covenants to the District that:

(i) **Organization.** Hazen is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Arizona, and Hazen has the power, right, and authority to enter into this Agreement, and 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 Hazen, enforceable against it in accordance with the terms and conditions herein.

(ii) **Performance.** Hazen will execute and acknowledge when appropriate, all documents and instruments and take all actions necessary to implement and evidence this Agreement and will timely perform all of its obligations as set forth in this Agreement.

(iii) **Litigation.** As of the date of this Agreement, Hazen knows of no litigation, proceeding, or official investigation contesting the powers of Hazen or its officers with respect to this Agreement, including Hazen'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 Hazen is a party.

(v) **Indemnification.** If any Third Party files any action at law or in equity or asserts any claim, cause of action, or judicial or non-judicial proceeding (collectively, a "Claim") relating or pertaining to Hazen's Improvements to the Project vis-à-vis the Economic Incentive provided by the District to Hazen naming the District as a defendant or a party to such Claim, whether or not Hazen is a party to such Claim, and whether or not negligence or gross negligence by the District is alleged, Hazen shall cause such Claim (including any Claim against the District's directors, officers, agents, or employees) to be timely defended by counsel selected by Hazen (or its insurer). For the avoidance of doubt, the foregoing defense obligation does not pertain to any Claim relating or pertaining to any of the representations, warranties, or covenants of the District to Hazen under this Agreement or the terms of this Agreement. The District shall fully cooperate in the defense

of such action or proceeding in coordination with Hazen's counsel, without cost or expense to the District. 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, Hazen shall indemnify, defend and hold the District, its Board Members, officers, representatives, agents, attorneys and employees harmless from and against any liability, loss, claim, action, or demand, including reasonable attorneys' fees and costs, which arise out of or are connected with Hazen's breach of any covenant, representation, warranty, or term in this Agreement or Hazen's Improvements to the Project vis-à-vis the Economic Incentive provided by the District to Hazen. Hazen's indemnification obligation above shall survive the termination or expiration of this Agreement for a period of one year.

(vi) No Consideration to Third Parties. Hazen 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. The District represents, warrants, and covenants to Hazen that:

(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 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, and will timely perform all of its obligations as set forth in 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 Hazen.

(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 Hazen, its managers, members, officers, representatives, agents, attorneys and employees harmless from and against any liability, loss, claim, action, or demand, including reasonable attorneys' fees and costs, which arise out of or is connected with the District's breach of any covenant, representation, warranty, or term in this Agreement. The District's indemnification obligation above shall survive the termination or expiration of this Agreement for a period of one year.

(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 Party, as the case may be, shall be considered to have caused a Default, nor shall Hazen be deemed to have failed to satisfy Hazen 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 or quasi-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 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; 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 affecting the Premises or Project by any governmental entity; unavailability of labor, materials and supplies and/or atypical or extended time periods to acquire such materials and supplies; or

(ii) any 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 the unavailability of financing or financing on terms acceptable to Hazen nor from the unavailability for any reason of investors, or lenders desired by Hazen. It is understood and agreed that Hazen 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 shall, within thirty (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 for 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 reasonable attorneys' fees incurred before 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 (as applicable) and their respective permitted 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 purposes of this Agreement and to effectuate the provisions of this Agreement and the rights of each Party.

(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 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 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 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 in writing. Change of address by a Party shall be given by Notice as provided in this Section:

If to the District: Rio Nuevo Multipurpose Facilities District
Attn: Fletcher McCusker
1703 East Broadway Boulevard,
Tucson, Arizona 85719
brandihb@rionuevo-tucson.org

With a copy to: Farhang & Medcoff, PLLC
Attn: Timothy Medcoff, Esq.
100 South Church Avenue, Suite 100
Tucson, Arizona 85701
tmedcoff@farhangmedcoff.com

If to Hazen: Hazen Congress, LLC
Attn: Brandt Hazen
2200 East River Road, Suite 126
Tucson, Arizona 85718
bhazen@hazenenterprises.com

With a copy to: Mendelsohn Oseran & Spencer, PLC
Attn: GinaMarie K. Spencer, Esq.
2525 E. Broadway, Suite 201
Tucson, Arizona 85716
gspencer@moslawyers.com

(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 Hazen'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 Hazen; and, *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 *ab initio*, and not voidable, and shall vest no rights in the purported assignee or transferee.

(n) Term. Subject to the any express provision to the contrary, the Term shall automatically expire and terminate, without further act or notice required, upon the occurrence of the events contemplated in Section 5(g). Following the Term, the Parties shall have no rights or obligations hereunder; *except* that, notwithstanding anything in this Section or Agreement to the contrary, the Parties' indemnification obligations set forth in Section 7 shall survive along with any other rights and obligations of the Parties as may be otherwise expressly provided in this Agreement.

(o) No Partnership; Third Parties. Nothing in this Agreement shall create, nor be deemed to create any partnership, joint venture, or other similar arrangement between the Parties. 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. Further, the Parties 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 9(p).

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

(r) The District Expenditures. Notwithstanding anything to the contrary herein, the District's cumulative financial responsibility for all payments, expenses, and costs incurred under this Agreement shall, in all cases, be less than the expenditure thresholds set forth in A.R.S. §§ 48-4203(E) and 48-4204(C).

(s) Sunset Provision. Notwithstanding anything to the contrary herein, under no circumstances shall the District be subject to any liability to Hazen under this Agreement that arises or results from the District's termination or dissolution pursuant to applicable law and/or any actions taken by the District in compliance with any applicable statutory mandate (including

without limit those set forth in A.R.S. § 48-4202) or intergovernmental agreement relating to the District.

(t) Construction with Applicable Law. This Agreement shall be at all times construed in a manner consistent with the Arizona laws including, without limit, those applicable to multipurpose facilities districts at A.R.S. § 48-4201 *et seq.*

(u) 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.

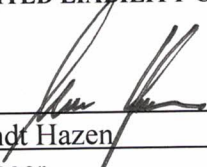
(v) Israel Boycott. If and to the extent that A.R.S. § 35-393 *et seq.* is applicable, Hazen certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel as that term is defined in A.R.S. § 35-393.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth with their respective signatures, effective as of the Effective Date below.

Effective Date: February 29, 2024

**HAZEN CONGRESS, LLC, AN ARIZONA
LIMITED LIABILITY COMPANY**

By: 
Name: Brandt Hazen
Title: Manager
Date: 2.26.24

**RIO NUEVO MULTIPURPOSE FACILITIES
DISTRICT**

By: 
Name: Fletcher McCusker
Title: Chairman
Date: 02 / 26 / 2024

By: 
Name: Taunya Villacana
Title: Secretary
Date: 02 / 29 / 2024

EXHIBIT A
LEGAL DESCRIPTION

Parcel K:

The Westerly 50 feet of Lot 4 in Block 196 of the City of Tucson, Pima County, Arizona, according to the official survey, field 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, Page 70 thereof.

And the following described property adjoining said above described property on the South:

Commencing at the Southwest corner of said Lot 4, being on the corner common to said Lot 4 and Lot 10 in said block;

Thence South $9\frac{3}{4}$ degrees East 11 feet;

Thence Easterly along the Northerly line of Congress Street, a distance of 50 feet to a point;

Thence North $9\frac{3}{4}$ degrees West $7\frac{1}{2}$ feet to the Southerly line of Lot 4;

Thence South 87 degrees West along the Southerly line of said Lot 4, a distance of 50 feet to the place of beginning.

Parcel M:

That portion of Lot 10 in Block 196 in the City of Tucson, Pima County, Arizona, described as follows, to wit:

Commencing at the Southeast corner of Lot 10 in Block 196 and run thence Northerly along the East line of said Lot 10, a distance of 71.3 feet to the Northeast corner of said Lot;

Thence Westerly 25 feet along the North line of said Lot, to a point 25 feet from the Northeast corner of Lot 10;

Thence South on a parallel line with the East line of said Lot 10 distant 25 feet from the East line of said Lot 10 to a point on the South line of said Lot 10, and 25 feet from the Southeast corner of said Lot 10;

Thence Easterly along the South line of said Lot 10 to the Southeast corner of said Lot 10 to the place of beginning;

And also commencing at the Southeast corner of said subdivision 12 of said Lot 10 in said Block 196;

Thence South $9\frac{3}{4}$ degrees East 11 feet;

{00949514.1}

[Economic Benefits Agreement

—

Exhibit A]

Thence Westward along the North line of Congress Street 25 feet;

Thence North 9 3/4 degrees West 13 feet to the South line of said subdivision 12 of said Lot 10;

Thence North 87 degrees East 25 feet to the place of beginning;

The property hereby described hereby being a strip of land 25 feet wide running from the North to the South and being the East end of said Lot 10 in Block 196, according to the Official Maps, Plats, Surveys and Field Notes of Record and on file in the office of the County Recorder of Pima County, Arizona, the whole of said premises including subdivision 12 of Lot 10 as described above being now commonly designated as Lot 12 in Block 196.

Excepting from Parcels K and M above, any portion thereof within the following described parcel conveyed to The Fox Tucson Theatre Foundation by Deed recorded in Docket 11476, Page 4594:

All that part of Block 196 of the City of Tucson, Pima County, Arizona, according to the Official Survey, Field 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, Page 70 thereof, described as follows:

Commencing at the present established Southeast corner of said Block 196, being at the Northwest corner of North Stone Avenue and Congress Street;

Thence South 83 degrees 08 minutes 39 seconds West upon the North line of Congress Street, a distance of 12.74 feet;

Thence continuing upon said North line of Congress Street, South 83 degrees 08 minutes 39 seconds West a distance of 64.09 feet;

Thence North 06 degrees 51 minutes 21 seconds West a distance of 19.84 feet to the point of beginning;

Thence South 83 degrees 07 minutes 47 seconds West a distance of 32.53 feet to a point;

Thence North 07 degrees 02 minutes 46 seconds West a distance of 48.33 feet to a point;

Thence South 82 degrees 39 minutes 12 seconds West a distance of 107.15 feet to a point;

Thence North 09 degrees 45 minutes 49 seconds West a distance of 91.31 feet to a point;

Thence North 81 degrees 11 minutes 21 seconds East a distance of 24.25 feet to a point;

Thence South 07 degrees 39 minutes 30 seconds East a distance of 15.72 feet to a point;

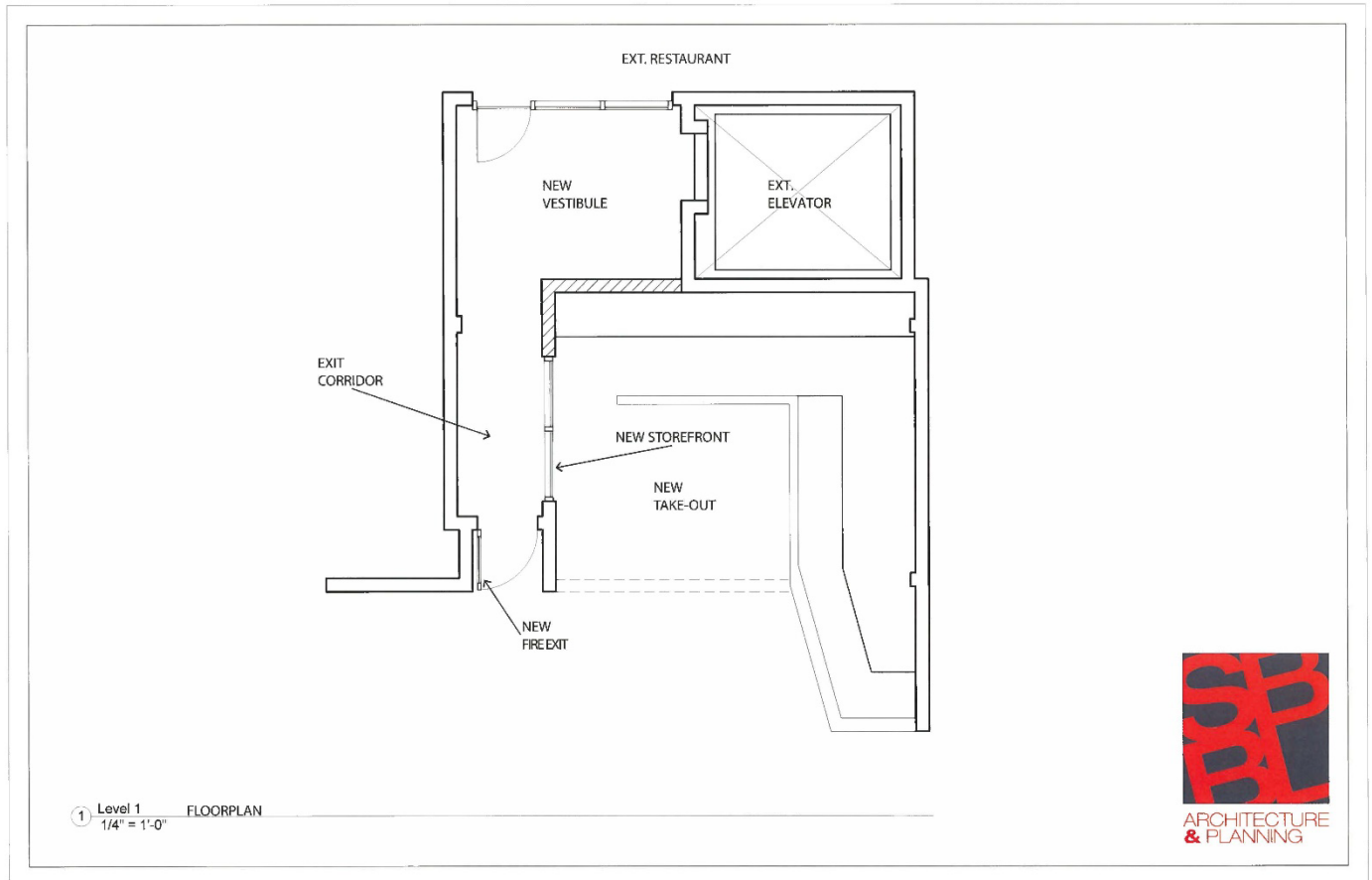
Thence North 82 degrees 52 minutes 35 seconds East a distance of 50.08 feet to a point;
Thence North 79 degrees 53 minutes 10 seconds East a distance of 78.81 feet to a point;
Thence South 10 degrees 07 minutes 24 seconds East a distance of 6.50 feet to a point;
Thence South 79 degrees 52 minutes 36 seconds West a distance of 9.98 feet to a point;
Thence South 07 degrees 18 minutes 46 seconds East a distance of 13.12 feet to a point;
Thence South 82 degrees 41 minutes 14 seconds West a distance of 4.00 feet to a point;
Thence South 11 degrees 57 minutes 03 seconds East a distance of 26.83 feet to a point;
Thence South 10 degrees 00 minutes 05 seconds East a distance of 18.50 feet to a point;
Thence South 04 degrees 09 minutes 32 seconds East a distance of 3.80 feet to a point;
Thence South 10 degrees 41 minutes 22 seconds East a distance of 10.20 feet to a point;
Thence South 07 degrees 49 minutes 28 seconds East a distance of 49.04 feet to the point of beginning.

Parcel P:

Lot 10 in Block 196 of the City of Tucson, Pima County, Arizona, according to the Official Survey, Field 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, Page 70 thereof, also certain strip of land adjoining said Lot 10 on the South conveyed by the City of Tucson to Lizzie B. Murphey by Deeds recorded in Book 34 of Deeds, Page 88 and in Book 34 of Deeds, Page 847, respectively, records of said County, excepting however, from said Lot 10 above described, the East 25 feet thereof, heretofore conveyed to Chas. F. Schumacher, et ux, by Deed recorded in Book 28, Page 478 of Deeds, records of said County.

EXHIBIT A-1

DEPICTION OF THE PREMISES



29JULY2014

EXHIBIT B
CONSTRUCTION PLANS AND DOCUMENTS

LOCATION MAP



LEGAL DESCRIPTION

SECTION SW PTIN LOT 4 BLK 196

SCOPE OF WORK

FREE SHOP TENANT IMPROVEMENT.

PERMITS DATA

TAX ID: 117-12-0960
CURRENT ZONING= ORC-2
SITE AREA= 2,863 SQUARE FEET. OR 0.07 ACRES
BUILDING AREA= 19,962 SF
FAR: ALL EXISTING TO REMAIN.
PARKING: ALL EXISTING TO REMAIN.
LOADING ZONE: ALL EXISTING TO REMAIN.
ACCESSIBLE PARKING: ALL EXISTING TO REMAIN.

ARCHITECTURAL
A23 STUDIOS
711 E. 9TH STREET
TUCSON, AZ 85719
P 520.245.4010
CONTACT: BURAK BEKAT

ELECTRICAL
ZONA TECHNICAL ENGINEERING
6422 E. SPEEDWAY BLVD, SUITE 130
TUCSON, AZ 85710
P 520.275.0052
CONTACT: ALEC ZIMMERMANN

MECHANICAL & PLUMBING
PH MECHANICAL ENGINEERING
333 N WILLOW RD #201
TUCSON, AZ 85711
P 520.731.2026
CONTACT: PAUL ERIC HEIN

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE APPROPRIATE CITY, COUNTY AND STATE CODES CONFORM TO THE INDUSTRIAL COMMISSION OF THE ARIZONA GENERAL CONSTRUCTION SHEET CODE AND OSHA REQUIREMENTS.
2. CONTRACTOR SHALL VISIT THE SITE, VERIFY ALL CONDITIONS AND BRING ANY DISCREPANCIES FROM THE DRAWINGS TO THE ARCHITECT'S ATTENTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ARCHITECTS ATTENTION. DO NOT SCALE DRAWINGS.
3. CONTRACTOR SHALL SCHEDULE AND COORDINATE WORK, VERIFY DELIVERY DATES FOR ANY LONG LEAD ITEMS & MATERIALS TO ENSURE THEIR INSTALLATION IN THEIR PROPER SEQUENCE OF THE JOB.
4. PROVIDE TWO SETS OF DRAWINGS FOR MATERIALS AND WORKMANSHIP TO BE BROUGHT TO THE ARCHITECTS ATTENTION. DO NOT SCALE DRAWINGS.
5. ALL DIMENSIONS FOR INTERIOR WALLS USUALLY ARE TO CENTER LINE OF WALL UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL CLEAN UP AREAS AFFECTED BY DAILY WORK AS WELL AS REMOVE DEBRIS AND MATERIALS THROUGHOUT UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL CLEAN UP AREAS AFFECTED BY DAILY WORK AS WELL AS REMOVE DEBRIS AND MATERIALS THROUGHOUT UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL CLEAN UP AREAS AFFECTED BY DAILY WORK AS WELL AS REMOVE DEBRIS AND MATERIALS THROUGHOUT UNLESS OTHERWISE NOTED.
9. ALL DRYWALL SURFACES TO RECEIVE TAPE, TEXTURE AND PAINT.
10. DO NOT USE PAINTS, PRIMER, SEALERS OR GLUES THAT EMIT FLAMMABLE, TOXIC OR NOXIOUS FUMES. EACH TRADE SHALL BE RESPONSIBLE FOR THE PROPER USE OF MATERIALS AND TOOLS.
11. ALL DIMENSIONS FOR INTERIOR WALLS USUALLY ARE TO CENTER LINE OF WALL UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL COORDINATE WITH OTHER TRADES FOR BACKING AND/OR BLOCKING REQUIRED FOR HOISTING MILLWORK. SPECIAL EQUIPMENT AND OTHER ITEMS WITH THE MANUFACTURER'S WRITTEN INSTRUCTION FOR THEIR USE AND/OR INDUSTRIAL ASSOCIATION STANDARDS.
13. FRAMING CONTRACTOR SHALL COORDINATE WITH OTHER CONTRACTORS FOR BACKING AND/OR BLOCKING REQUIRED FOR HOISTING MILLWORK. SPECIAL EQUIPMENT AND OTHER ITEMS WITH THE MANUFACTURER'S WRITTEN INSTRUCTION FOR THEIR USE AND/OR INDUSTRIAL ASSOCIATION STANDARDS.
14. CONTRACTOR SHALL INCLUDE KICKING OF DOORS ON NEW DOORS AND PROVIDE TWO SETS OF KEYS PER NEW LOCK.
15. ALL DIMENSIONS FOR INTERIOR WALLS USUALLY ARE TO CENTER LINE OF WALL UNLESS OTHERWISE NOTED.
16. PROVIDE SOILS REPORT BY AN ARIZONA LICENSED GEOTECHNICAL ENGINEER FOR THE FILL PLACEMENT UNDER SLAB PLANTERS.

CODE REVIEW CHECKLIST

CITY OF TUCSON DEVELOPMENT SERVICES DEPARTMENT			
JOB ADDRESS	33 W CONGRESS ST SUITE 101	ARCHITECT	Burak Bekat
SIGNATURE		DATE	08.11.2023
CODE ANALYSIS DATA			
SUBMITTANT OF GOVERNING REGULATIONS		TITLE	EDITION
BUILDING CODE			LOCAL AMENDMENTS

WEST CONGRESS REDEVELOPMENT

A23 PROJECT #:23085 DATE:8/11/23

COFFEE SHOP TI

REVISIONS	
#	Description

The architectural floor plan depicts the first floor of a building. Key areas include:

- ELEVATOR LOBBY** (103): Located at the top center, with a dimension of 5'-0" indicated.
- BACK OF HOUSE** (102): A large rectangular area to the right of the lobby, containing several smaller rooms labeled A, B, C, D, E, F, G, H, I, and J. A dimension of +/- 17'-3" is shown across this section.
- SERVICE AREA** (101): Located at the bottom left, containing rooms labeled A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

[illegible]

KEY PLAN	
A23 PROJECT	23085
WEST CONGRESS REDEVELOPMENT	
33 W CONGRESS SUITE 101	
COFFEE SHOP TI	

GENERAL NOTES

1. THE WORD "ARCHITECT" AS USED IN THESE DOCUMENTS REFERS TO THE BUILDING ARCHITECT, A23 STUDIOS.
2. INDICATED, SUCH AS USED IN THESE DOCUMENTS SUPERSEDES ANY DIMENSIONAL INFORMATION INDICATED. IF DISCREPANCIES OCCUR, NOTIFY ARCHITECT IMMEDIATELY.
3. THE WORD "PROVIDE" AS USED IN THESE DOCUMENTS MEANS FURNISH AND INSTALL.
4. THE WORD "CLEAR" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS NOT TO BE REMOVED OR CHANGED. IT IS THE ARCHITECT'S RESPONSIBILITY TO VERIFY THE EXISTING CONDITION AND TO PROVIDE THE NECESSARY CLEARANCE TO FINISH FACE OF PAINT SURFACE. COORDINATE REQUIREMENTS FOR BASE BOARD OR OTHER PROTRUSIONS WITH ARCHITECT.
5. THE WORD "VARIABLE" AS USED IN THESE DOCUMENTS SHALL MEAN THE CONDITION IS SLIGHTLY VARYING, BUT MAY NOT VARY TO A DIMENSION OR QUANTITY GREATER THAN THAT SHOWN WITHOUT APPROVAL OF THE ARCHITECT.
6. THE WORD "MINIMUM" AS USED IN THESE DOCUMENTS SHALL MEAN THE CONDITION IS SLIGHTLY APPROVAL OF THE ARCHITECT.
7. THE WORD "TYPICAL" AS USED IN THESE DOCUMENTS SHALL MEAN THE CONDITION OR DIMENSION IS THE SAME OR REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT.
8. DIMENSIONS SHALL BE GIVEN IN FEET AND INCHES. DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE TO ACCOMMODATE ACTUAL CONDITIONS. IF ACTUAL DIMENSION VARIES BY MORE THAN 1/8" FROM DIMENSION NOTED AS ±, UNIFORM ARCHITECT BEFORE PROCEEDING.
9. NOTIFY ARCHITECT OF ANY OMISSIONS, DISCREPANCIES, AND/OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
10. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DETAILS.
11. ALL WORK SHALL BE COMPLETED AND READY FOR INSPECTION AND APPROVAL BY THE CITY OF AUSTIN BEFORE FABRICATION OR INSTALLATION OF ANY ITEMS. REQUIRED SHOP DRAWING SUBMITTALS INCLUDE, BUT ARE NOT LIMITED TO:
 - A. MILLWORK
 - B. FLOORING
 - C. ELECTRICAL
 - D. ELECTRICAL
 - E. ALL OTHER FINISH LEGEND
 - F. DOOR HARDWARE
 - G. DOOR HARDWARE
 - H. 2x2 TALL FINISH SAMPLE
 - I. FINISH SAMPLE
 - J. FINISH SAMPLE
12. DRAWINGS SHALL NOT BE REPRODUCED FOR SUBMITTALS UNLESS WRITTEN PERMISSION HAS BEEN OBTAINED FROM THE ARCHITECT AND/OR OWNER. DRAWINGS OR PORTIONS OF DRAWINGS USED FOR OTHER PROJECTS ARE DISAPPROVED.
13. UNIFORM PARTITIONS ARE DISAPPROVED TO FACE OF STUD.

A23 Studios
520.435.4010 phone
www.a23studios.com

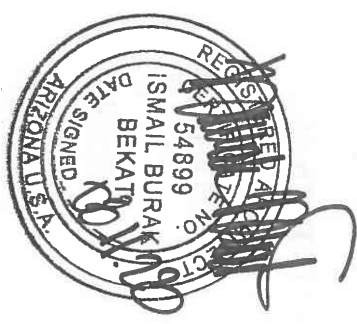
CITY OF AUSTIN
Seal of the City of Austin, Texas, featuring the state seal and the words "CITY OF AUSTIN TEXAS" and "1856".

[illegible]

	NEW GWB, CEILING
	EXISTING GWB, CEILING TO REMAIN
	NEW AC CEILING
	EXISTING AC CEILING TO REMAIN
	EXISTING AC CEILING TO BE DEMOLISHED
	ABOVE FLOOR FINISH
A.F.F.	
B.O.B.M.	BOTTOM OF BEAM
B.O.B.	BOTTOM OF
O.T.S.	OPEN TO STRUCTURE

1. ALL INTERIOR CEILING BY FUTURE TENANT.
2. SECURITY / CAMERA SYSTEM BY FUTURE TENANT.
3. ELECTRICAL FIXTURES PER ELECTRICAL PLAN.
4. MECHANICAL OPENINGS THRU ROOF PER MECHANICAL PLAN.
5. ALL MECHANICAL DUCTWORK, ELECTRICAL CONDUIT, PIPING, AND SPRINKLERS (WHERE OCCURS) TO BE INSTALLED TIGHT TO B.O. ROOF DECK (WHERE POSSIBLE) OR B.O. STRUCTURE.

COFFEE SHOP TI



These documents establish the general standards of quality and detail for developing a long-term construction contract. These drawings are the byproducts of service and the property of A2J Software, Inc. All designs and other information on this drawing are for the purposes of this project and shall not be used otherwise without the expressed written permission of A2J Software, Inc.

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ADDRESS 711 EAST 9TH STREET, TUCSON, AZ 85719
WEBSITE WWW.A23STUDIOS.COM
PHONE 520.245.4010

#	Descripción
---	-------------

A large rectangular grid consisting of 10 columns and 10 rows of squares, intended for drawing a picture.

Drawing Title

FIRST FLOOR
REFLECTED
CEILING PLAN
& DEMOLITION
REFLECTED
CEILING PLAN

A3.8

$$1/2'' = 1'-0''$$

2

$$1/2^n = 1/2 \cdot 1/2 \cdots 1/2$$

→

DOOR SCHEDULE												
	MARK	TYPE	OPENING		DOOR			FRAME		FIRE RATING	HARDWARE SPECS.	COMMENTS
			WIDTH	HEIGHT	LEAF WIDTH	STYLE	MATERIAL	FINISH	MATERIAL			
100A	2	BACK OF HOUSE	3'-0"	8'-0"	(1) 3'-0"	1	ALU	ALU	ALU		PASSAGE	FINISH TO MATCH EXISTING BUILDING STANDARD.
100B	2	ELEVATOR LOBBY	3'-0"	8'-0"	(1) 3'-0"	1	ALU	ALU	ALU		PASSAGE	FINISH TO MATCH EXISTING BUILDING STANDARD.

STOREFRONT LEGEND

T-1, REFERENCE FINISH SCHEDULE, THIS PAGE.
EXT-1, T-1, REFERENCE FINISH SCHEDULE, THIS PAGE.
STOREFRONT GLAZING.

10' - 0"

9' - 0"

1' - 0"

1' - 7"

5' - 11"

5' - 11"

3

AS 9

10' - 0"

3' - 6"

5' - 7"

1' - 0"

4

AS 9

6' - 8"

5' - 8"

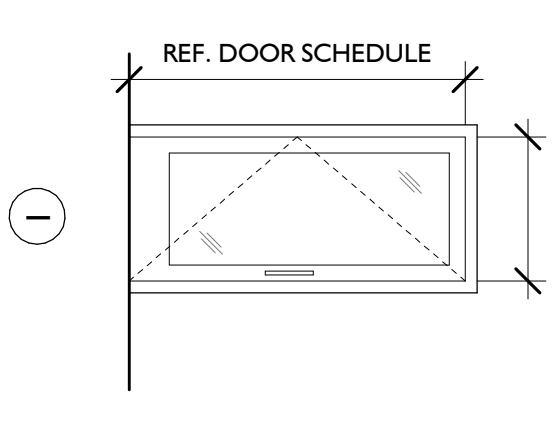
1' - 0"

A

B

C

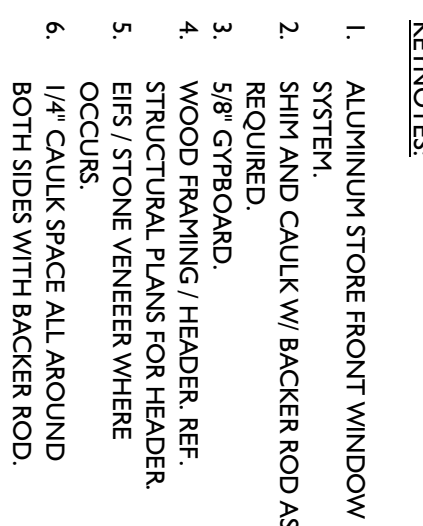
ROOM FINISH GENERAL NOTES		DOOR ABBREVIATIONS		DOOR/WINDOW GENERAL NOTES	
1. ALL GWS TO RECEIVE LEVEL 4 SMOOTH DRYWALL FINISH. 2. ALL UNSPECIFIED FINISHES TO BE PER OWNER SPECIFICATION, VERIFY WITH ARCHITECT PRIOR TO ORDERING. 3. PAINTING ON ALL WET WALL SURFACES TO BE EPOXY BASED. 4. GWS ON ALL WET SURFACES TO BE POSTURE RESISTANT. 5. GWS STANDOUD TO BE 3/8" TYPE X THROUGHOUT UNLESS NOTED OTHERWISE. 6. ALL PAINT FOR ANY OTHER SURFACE COLORS TO BE VERIFIED BY THE OWNER/ARCHITECT PRIOR TO ORDERING AND INSTALLATION. 7. LATEX PAINT TO BE 3-COAT SYSTEM, LOW VOC. 8. EPOXY PAINT TO BE NON-HALOGENOUS & SLIP RESISTANT, WHERE APPLICABLE - IF USED ON FLOOR.		DOOR MATERIAL: HM HOLLOW METAL SC SOLID CORE WOOD MC MASONRY CORE WOOD AL ALUMINUM STL STEEL WM WIRE MESH FG FIBERGLASS GLAZING: DGT DOUBLE GLAZED TPG TEMPERED FRG FIRE RATED GLAZING - RATING EQUAL TO DOOR ① INDICATES LOCATION OF TEMPERED GLASS GLAZING RATING: W MEETS WALL ASSEMBLY CRITERIA OH MEETS FIRE WINDOW ASSEMBLY CRITERIA INCLUDING THE HOSE STREAM TEST D MEETS FIRE DOOR ASSEMBLY CRITERIA H MEETS FIRE DOOR ASSEMBLY HOSE STREAM TEST RATING: - = NON-RATED 20 = 20 MINUTE LABEL 45 = 45 MINUTE LABEL 60 = 1 HOUR LABEL 90 = 1.5 HOUR LABEL 120 = 2 HOUR LABEL COMMENTS: ADO AUTOMATIC DOOR OPENER		1. DIMENSIONS TO RIGHT OPENING, REF. HEAD/JAMB DTLS AS NOTED. WINDOW TO MEASURE ON SITE PRIOR TO ORDERING. 2. WINDOW SYSTEMS TO BE PRE-FINISHED ALUMINUM STONE/MOUNT WITH 1" DUAL PANE GLAZING U.I.O. MAKE AND MODEL, T.B.D. COLOR DARK BRONZE. 3. ALL SERVICE DOOR AND FRAMES TO BE PAINTED. COLOR TO MATCH EXTERIOR WALL COLOR. PROVIDE SAMPLE FOR OWNER APPROVAL. 4. DOORS AND FRAMES SHOULD BE READY FOR SURFACE MOUNTED HARDWARE. 5. DOOR SPOUNGE FIRE RBC SECTION 111.0. 6. FOR DOOR OPERATION SEE PLANS. 7. EXTERIOR WINDOW SYSTEMS TO HAVE A MAXIMUM U-FACTOR OF 0.30 AND MAXIMUM SHGC OF 0.25 AND BE IN ACC. WITH THE 2018 IECC.	

CODE NOTES	DOOR TYPE LEGEND	DOOR HARDWARE SPECIFICATIONS
1. EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. EXCEPTION: KEY LOCKING HARDWARE MAY BE USED ON THE MAIN EXIT (DOOR OR WINDOW) OF A BUILDING OR PORTION OF A BUILDING WHERE THE BUILDING IS NOT FULLY VISIBLE SIGN ON OR ADJACENT TO THE DOOR STATING "THIS DOOR MUST REMAIN UNLOCKED WHEN BUILDING OCCUPIED". THE SIGNS/LETTERS SHALL BE NOT LESS THAN ONE INCH HIGH ON A CONTRASTING BACKGROUND. THE DOOR OR WINDOW LEAVES OF A PAIR OF DOORS MUST BE FREE TO SWING WITHOUT OPERATION OF ANY LOCKING DEVICE. 2. MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED. SURFACE MOUNTED HARDWARE, THE UNLATCHING OF ANY LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION. 3. HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERABLE PARTS ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST TO OPEN. 4. SUCH HARDWARE SHALL BE MINIMUM 34" AND 48" ABOVE MAXIMUM ABOVE THE FLOOR OR GROUND. EXCEPTION: LOCKS USED ONLY FOR SECURITY PURPOSES AND NOT USED FOR NORMAL OPERATION ARE REPERMITTED AT ANY HEIGHT. WHEN SWING DOORS ARE FULLY OPEN, THE DOOR SHALL NOT PROJECT MORE THAN EIGHT INCHES INTO THE REQUIRED PASSAGE.		A. HINGES, ALL SWINGING DOORS TO HAVE 3 HINGES, 881.279, FULL MORTISE HINGE, BY AAS, AMERICAN BUILDING SUPPLY, INC. OR EQUAL. B. SEIF-GLOSERS, 1461-SERIES, CLOSERS BY AAS, AMERICAN BUILDING SUPPLY, INC. OR EQUAL. C. DOOR STOPS, FS348 FLOOR DOOR STOP BY AAS, AMERICAN BUILDING SUPPLY, INC. OR EQUAL. D. WALL BUMPERS, ALL SWINGING DOORS, WHERE APPLICABLE, TO HAVE WS01 C/W AND C/W WALL BUMPERS BY AAS, AMERICAN BUILDING SUPPLY, INC. OR EQUAL. E. DOOR SILENCERS, S164 DOOR SILENCERS, GRAY COLOR, BY AAS, AMERICAN BUILDING SUPPLY, INC. OR EQUAL. F. THUMBTURN LOCK, 8540P 624, (A15.5.3) SCHEDULE. G. PUSH-BAY/PULL HANDLE SET, PER STOREFRONT MANUFACTURER. H. PULL-BAY HANDLE, NON-DUPIN 18 SERIES COMMERCIAL, OFFICE GRADE OR EQUAL. I. ENTRY LOCK, ND271D SCHEDULE P (09).

WEST CONGRESS REDEVELOPMENT
33 W CONGRESS SUITE 101
COFFEE SHOP TI

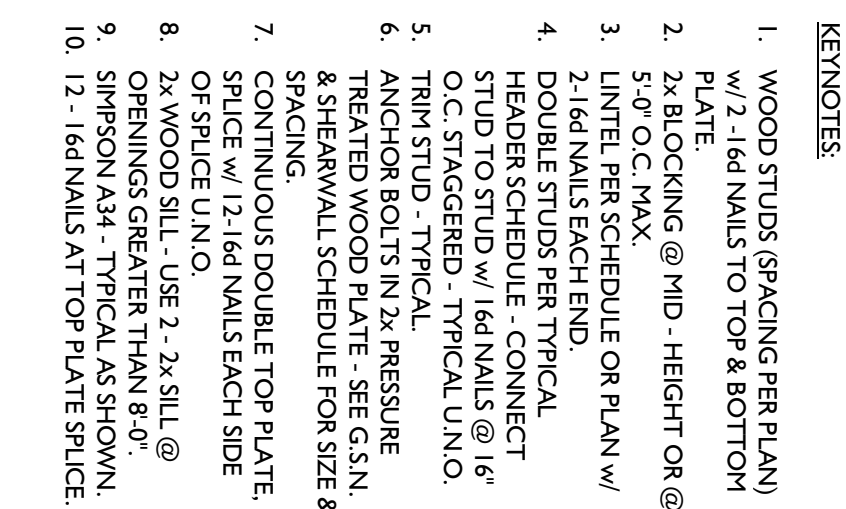
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1 1/2" = 1'-0"	8
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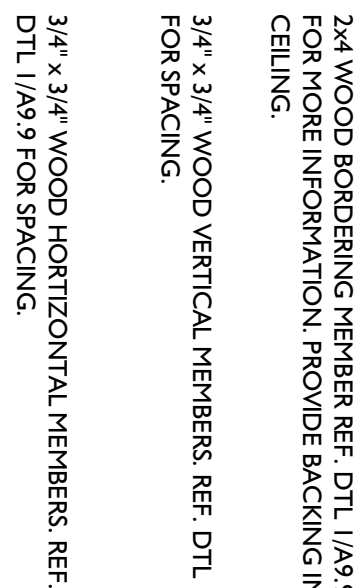
TYP STOREFRONT HEADER

3/4"

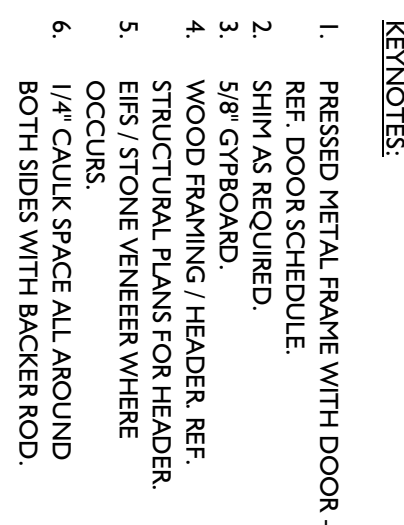


TYP. WOOD WALL FRAMING

3/4"

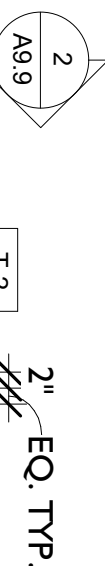


DTL 1/A9.9 FOR SPACING.



TYP DOOR HEADER	3/4" = 1'-0"	6
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9



EQ. 17P:

Issue Date:	8/11/23
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Drawing index

DETAILS

Drawing Number

A9.9

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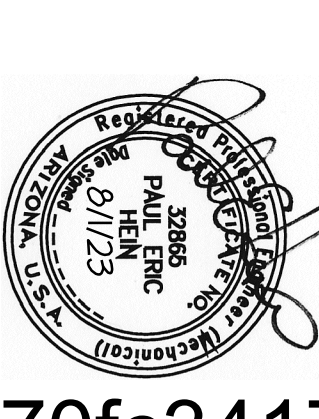
GENERAL NOTES:

- A. CONTRACTOR MUST VERIFY EXISTING WASTE PIPING LOCATIONS AND SIZING AND VERIFY NEW WASTE PIPING CAN BE INSTALLED WITH THE PROPER SLOPE BEFORE BEGINNING WORK.
- B. CONTRACTOR MUST VERIFY EXISTING WATER SUPPLY PIPING AND LOCATIONS, BEFORE BEGINNING WORK.

[illegible]

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Issue Date:	5/12/23
Drawing Title	

PLUMBING FLOOR PLANS & ISOMETRICS



PLUMBING LEGEND & SYMBOLS	
	SEWER LINE
	VENT LINE
	COLD WATER LINE
	HOT WATER LINE
	DRAIN LINE
	CONDENSATE LINE
	FIRE PROTECTION

ELECTRICAL KEYNOTES:

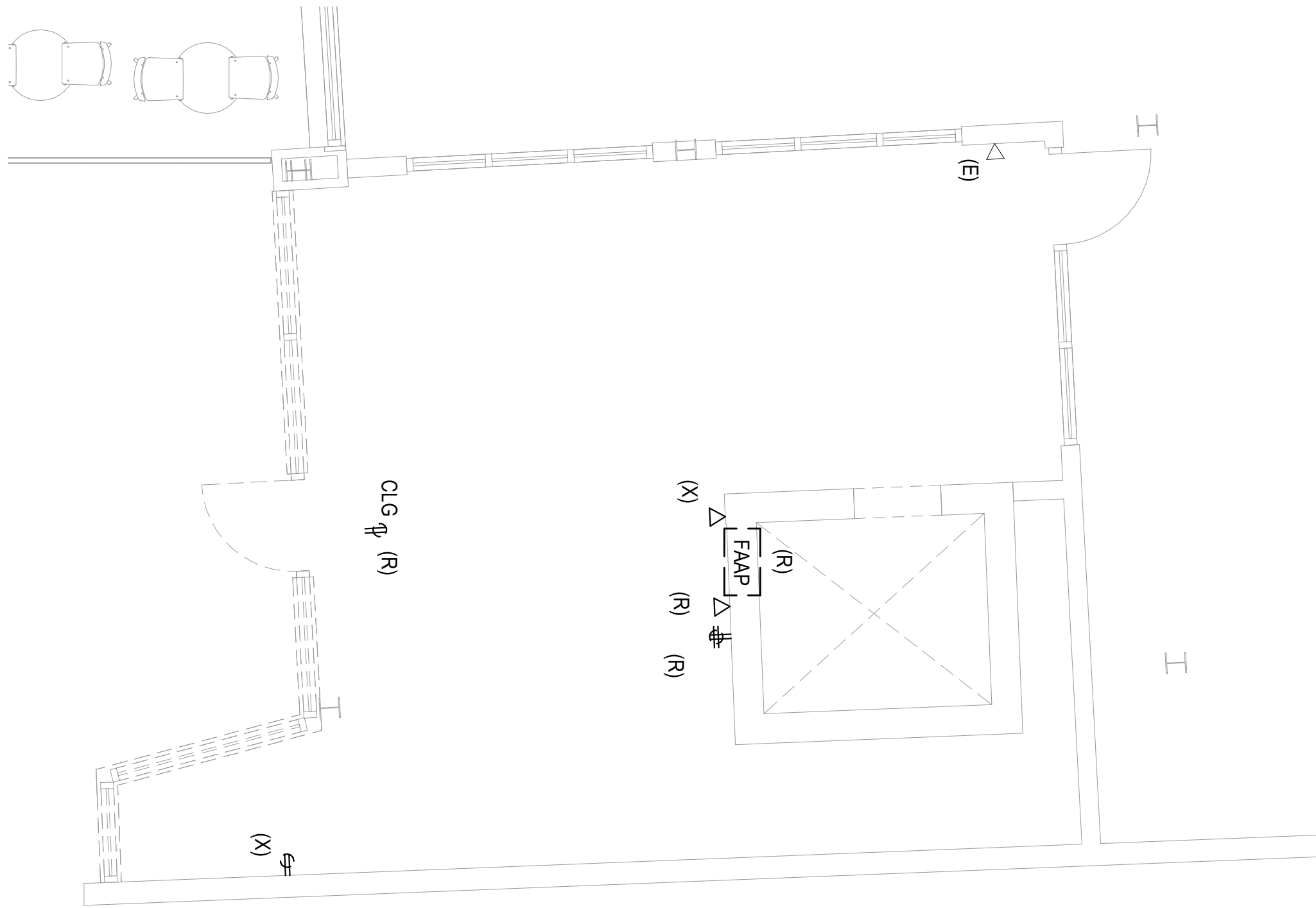
1. PROVIDE 1" C FROM DCU TO DHP FOR POWER AND CONTROL. S PROVIDE DISCONNECTING MEANS AT DHP. COORDINATE ADDITIONAL REQUIREMENTS WITH VENDOR PRIOR TO INSTALLATION.

ELECTRICAL GENERAL NOTES:

- A. DESIGNATION (E) REPRESENTS EXISTING ELECTRICAL DEVICE OR EQUIPMENT EXISTING TO REMAIN AS ORCUTTED AND SWITCHED UNLESS NOTED OTHERWISE.
- B. DESIGNATION (X) REPRESENTS EXISTING ELECTRICAL DEVICE OR EQUIPMENT TO BE DEMOLISHED IN SCOPE OF THIS PROJECT. DEMOLISH DEVICES(S), CONDUIT(S) AND CONDUCTOR(S) BACK TO POINT OF ORIGINATION. IF PANEL BOARD IS POINT OF ORIGINATION, TURN OFF AND LABEL AS SPARE.
- C. DESIGNATION (R) REPRESENTS EXISTING ELECTRICAL DEVICE OR EQUIPMENT TO BE RELOCATED IN SCOPE OF THIS PROJECT. RELOCATE AND EXTEND DEVICES(S), CONDUIT(S) AND CONDUCTORS(S) AS NEED TO PROVIDE A CODE COMPLIANT FINAL INSTALLATION.
- D. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL PATCHING AND REPAIRING WORK WITH THE GENERAL CONTRACTOR.
- E. CONTRACTOR SHALL REMOVE ALL CONDUIT AND WIRING ASSOCIATED WITH DEVICES AND EQUIPMENT TO BE REMOVED AND/OR RELOCATED UNLESS NOTED OTHERWISE. PROVIDE AND INSTALL NECESSARY DEVICES, EQUIPMENT AND ACCESSORIES REQUIRED TO MAINTAIN SERVICE TO ALL EXISTING TO REMAIN DEVICES AND EQUIPMENT THAT MAY BE INTERRUPTED DURING DEMOLITION.
- F. PROVIDE FOR ANY AND ALL DEMOLITION WORK NECESSARY TO ACCOMMODATE ALL NEW CONSTRUCTION, INCLUDING BUT NOT LIMITED TO ARCHITECTURAL, MECHANICAL, PLUMBING OR ELECTRICAL WORK.
- G. CONTRACTOR TO VERIFY ALL ELECTRICAL CONNECTIONS TO OWNER PROVIDED EQUIPMENT. IF EQUIPMENT SIZES AND CONNECTIONS ARE DIFFERENT, PROVIDE MODIFIED CB, CONDUIT AND CONDUCTORS PER NEC REQUIREMENTS.
- H. PROVIDE UPDATED TYPE WRITTEN DIRECTORY OF ALL CORRECT CIRCUITS WITH LOAD DEFINITIONS FOR EACH PANEL. BOARD DIRECTORY SHALL BE LOCATED INSIDE PANEL DOOR.



2 ELECTRICAL FLOOR PLAN - LEVEL 1



1 ELECTRICAL DEMO PLAN - LEVEL 1



3 ELECTRICAL POWER FLOOR PLAN - LEVEL 2

ELECTRICAL FLOOR PLANS - LEVEL 1

Checked	AZ
Issue Date	5/12/23
Drawing Title	

Revision	#	Description	Date
	1		
	2		
	3		
	4		
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	9		
	10		

a.23studios

ADDRESS 711 EAST 9TH STREET, TUCSON, AZ 85719
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PHONE 520.245.4010

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Registered Professional Engineer
ALISC
ZIMMERMAN
65937
ELECTRICAL
Expire 6/1/2024

WEST CONGRESS REDEVELOPMENT
56 W CONGRESS

PRELIMINARY FLOOR PLAN

ZONA

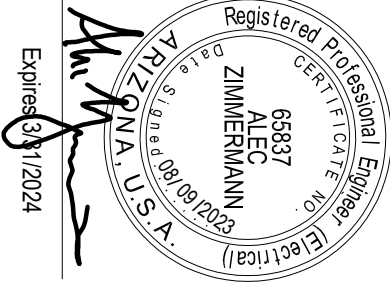
Architectural
Tucson, Arizona
www.zonastudio.com

E2.1

- A. DESIGNATION (E) REPRESENTS EXISTING ELECTRICAL DEVICE OR EQUIPMENT EXISTING TO REMAIN AS CIRCUITED AND SWITCHED UNLESS NOTED OTHERWISE.
- B. DESIGNATION (X) REPRESENTS EXISTING ELECTRICAL DEVICE OR EQUIPMENT TO BE DEMOLISHED IN SCOPE OF THIS PROJECT. DEMOLISH DEVICES, CONDUITS(S) AND CONDUCTOR(S) BACK TO POINT OF ORIGINATION. IF PANEL BOARD IS POINT OF ORIGINATION, TURN OCPD OFF AND LABEL AS SPARE.
- C. DESIGNATION (R) REPRESENTS EXISTING ELECTRICAL DEVICE OR EQUIPMENT TO BE RELOCATED IN SCOPE OF THIS PROJECT. RELOCATE AND EXTEND DEVICES, CONDUITS(S) AND CONDUCTOR(S) AS NEEDED TO PROVIDE A CODE COMPLIANT FINAL INSTALLATION.
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- H. PROVIDE UPDATED TYPE WRITTEN DIRECTORY OF ALL CORRECT CIRCUITS WITH LOAD DEFINITIONS FOR EACH PANEL BOARD. DIRECTORY SHALL BE LOCATED INSIDE PANEL DOOR.

WEST CONGRESS
REDEVELOPMENT
56 W CONGRESS

PRELIMINARY FLOOR PLAN



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Revision

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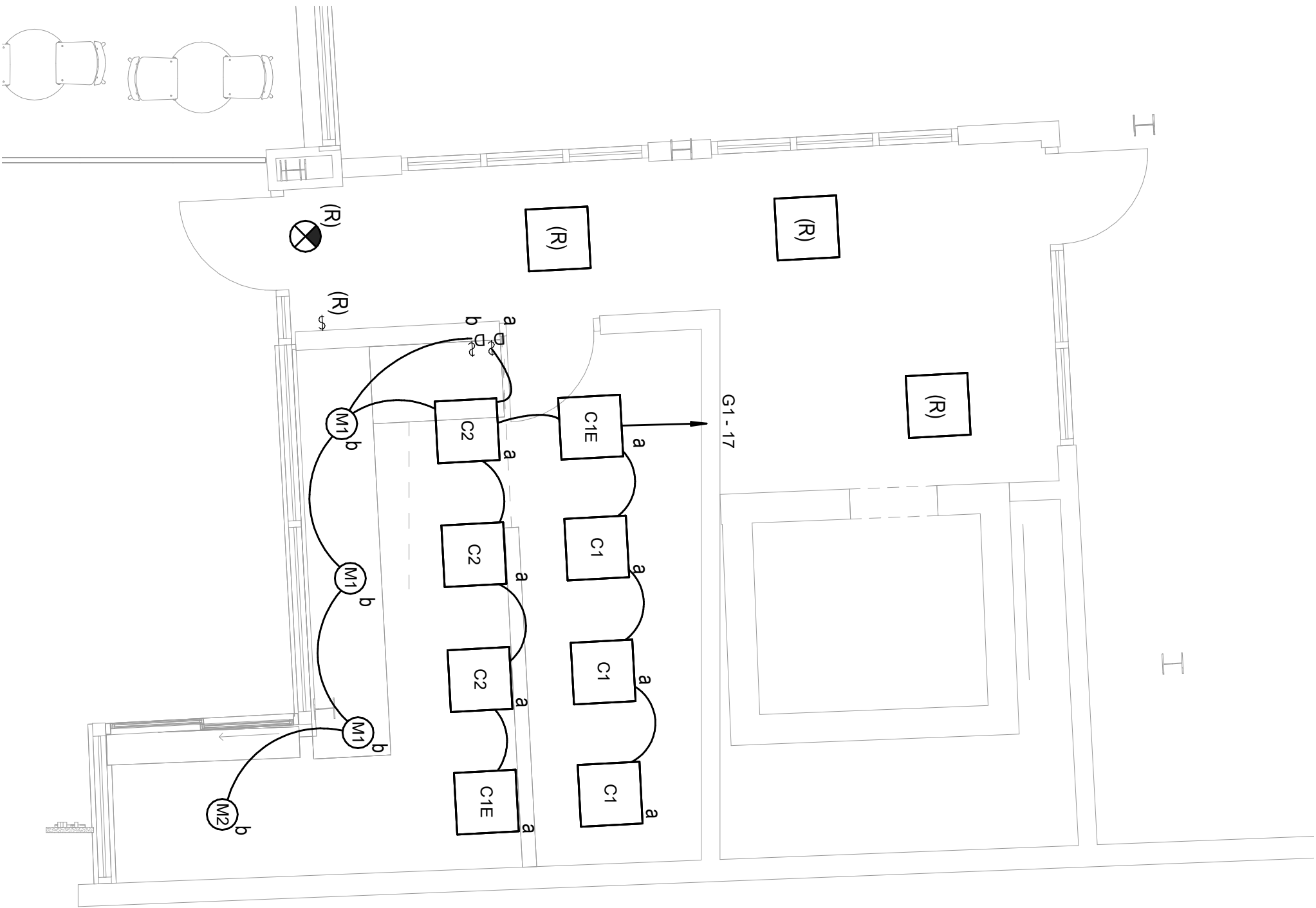
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Drawing Title	

LIGHTING
FLOOR PLANS -
LEVEL 1

2 LIGHTING FLOOR PLAN - LEVEL 1

E3.1

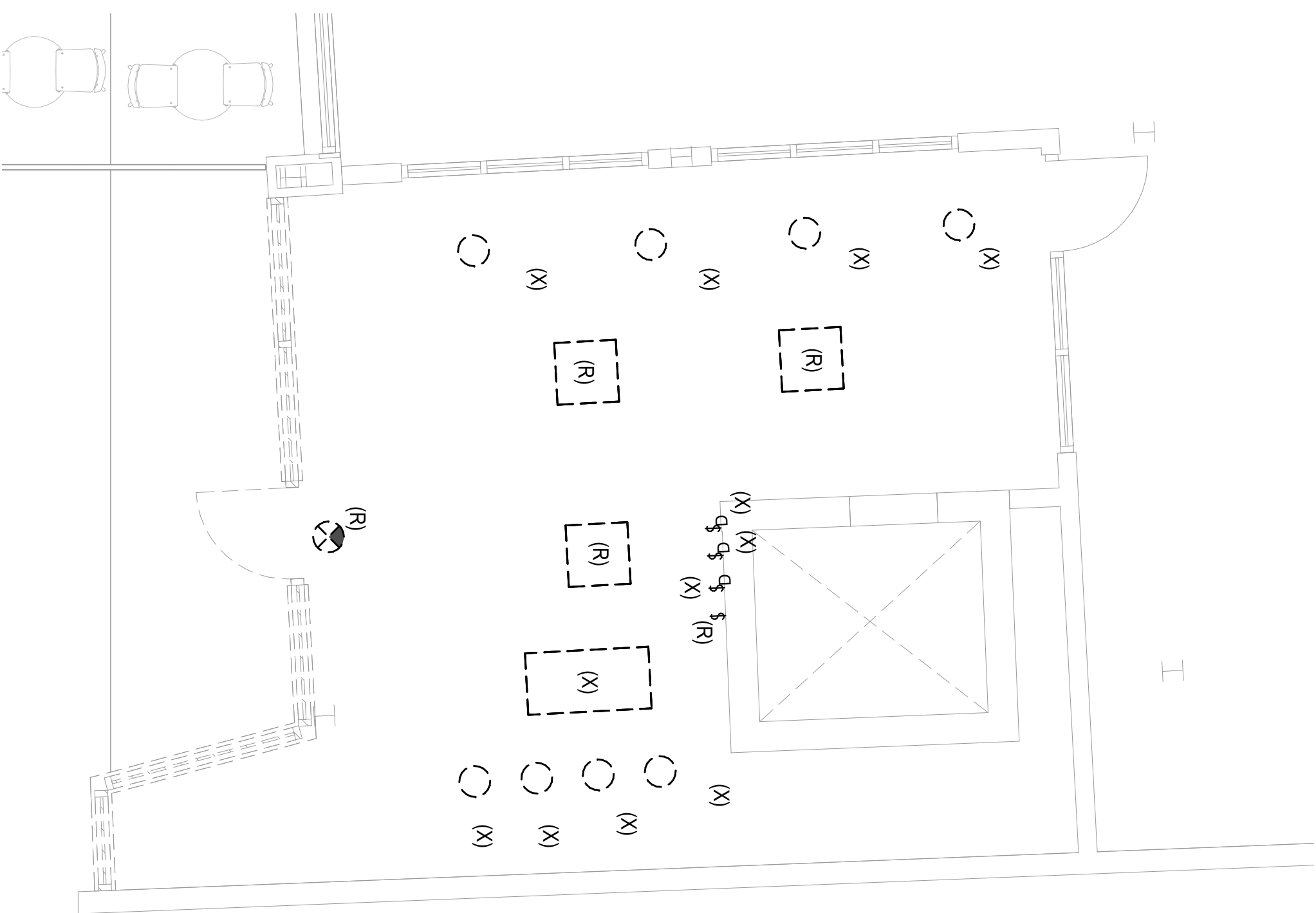
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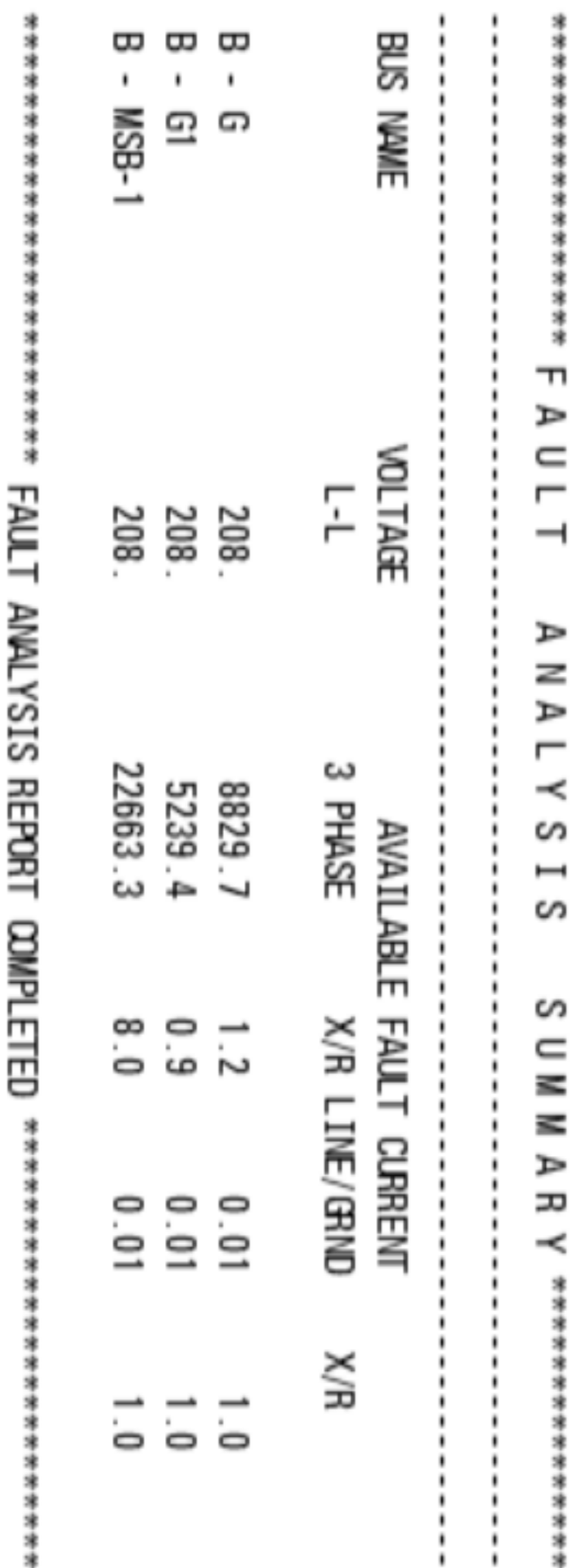


1 LIGHTING DEMO PLAN - LEVEL 1

E3.1

1/4" = 1'-0"





PROVIDE NEW CIRCUIT BREAKER IN EXISTING SPACE. MATCH EXISTING TYPE AND AIC RATING.

Notes

Notes

Legen

Notes

ELECTRICAL
ONE-LINE

