ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,
an Arizona tax levying special facilities district

AND

BP CITY PARK INVESTORS, LLC,
an Arizona limited liability company

DATED March 9, **2017**

ECONOMIC DEVELOPMENT

AGREEMENT

1. **Date.** The effective date of this Economic Development Agreement ("***Agreement***") is March 9, 2017 ("***Effective Date***") (to be concurrent with closing).

2. **Parties.** The parties to this Agreement are:

(a) Rio Nuevo Multipurpose Facilities District
Attention: Chairman Fletcher McCusker
400 W. Congress #152
Tucson, Arizona 85701

("District")

(b) BP City Park Investors, LLC, or its successors
Attention: Toufic Abi-Aad
20 East Congress, Suite 300
Tucson, Arizona 85701

("Developer")

3. **Background.** The following is the background to this Agreement:

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

(b) Developer owns certain real property located at 40 E. Congress, Tucson, Arizona 85701, which such real property is legally described on **Exhibit A** attached hereto (the "***Land***").

(c) Developer intends to convey the Land to the District for the purposes of entering into a Government Property Lease Excise Tax (a "***GPLET***") pursuant to A.R.S. § 42-6201 *et seq.* with the District, whereby the District will lease back the Land to Developer with tax abatement and possible exemption for a period of up to 25 years from the date that a Certificate of Occupancy is obtained.

(d) Developer intends to build a five story multi-purpose building on the Land that will include dining, recreational, entertainment, retail, convention and office space (the ***"Project"***). The District desires that Developer cause the Project to be constructed and

developed on the Land to further the District's purposes of enhancing Downtown Tucson and the District's Primary Component (as defined in A.R.S. § 48-4201(4)(B)), the Tucson Convention Center (the ***"TCC"***). The Project on the Land will: (i) provide a significant investment within the District, (ii) increase the value of the Land for property tax purposes, (iii) create new opportunities for employment in the District, (iv) enhance retail transaction (sales) tax collections in the District, and (v) provide greater ability for the District to promote new development within the District boundaries. The value of constructing and operating the Project on the Land has been analyzed through an economic and fiscal impact analysis performed by Applied Economics and set forth in a report dated November 9, 2016 (the "***Economic Analysis***"). The District has determined, based upon its analysis, that the Project would not be constructed in the absence of this Agreement.

(e) On November 15, 2016 the District's Board of Directors (the "***Board***") adopted that certain document entitled "Notice of Intent to Enter Into an Economic Development Agreement and Findings of Fact" (the "***Notice of Intent***"), attached hereto as **Exhibit B** and incorporated herein by reference. Included within the Notice of Intent were findings showing (i) that the Project is anticipated to raise more revenue than the amount of the incentives set forth below within the duration of this Agreement and (ii) that, in the absence of the tax incentives proposed in this Agreement, the Project would not locate within the corporate boundaries of the District at the same time or place (collectively, the "***Findings***"). Clause (i) above, as included in the Findings, was independently verified by the Economic Analysis, which is attached as an exhibit to the Notice of Intent set forth in **Exhibit B**. By executing this Agreement, Developer hereby agrees and affirms that it (i) did not finance, or cause to be financed, the Economic Analysis, (ii) did not have input into the selection of Applied Economics for the purposes of such Economic Analysis and (iii) would not have located the Project in the District in the same manner in the absence of the tax incentives set forth in this Agreement.

(f) The Board accepted the Findings on November 15, 2016, by an affirmative vote accepting the Notice of Intent.

(g) The Board is empowered, pursuant to A.R.S. § 48-4201(4)(B), to appropriate public funds for "Secondary Components" that benefit the TCC, including related commercial facilities within the District boundaries. Accordingly, the Board has determined that it is in the best interests of the public to rebate a portion of the sales taxes generated and collected from Developer's retail sales from the Project to provide opportunities for development in Downtown Tucson including the generation of sales tax revenues to be used for TCC enhancements and new job creation within the District boundaries.

4. Agreement. For good and valuable consideration, including the benefits to the District and Developer as described above, the District and Developer agree that the District rebate to Developer of a portion of the sales taxes generated and collected from Developer's retail sales from the Project as is more specifically set forth in this Agreement. The recitals set forth above in the background to this Agreement are acknowledged by the parties and are incorporated herein by this reference.

5. Laws and Regulations. All federal, state, and local laws, codes and ordinances, as amended from time to time, shall govern the development of the Land (the "***Laws and***

Regulations") shall apply to the development of the Land and the Project. Developer shall at all times comply with the Laws and Regulations.

6. Developer Obligations. Developer agrees and understands that any rebates of TIF Funds to Developer pursuant to the terms and conditions of this Agreement shall be solely from a portion of TIF Funds generated from retail sales from the Project and the District is under no obligation to rebate any TIF Funds to Developer from any other source. Developer agrees and understands that any such rebates are specifically conditioned upon Developer constructing and completing the Project on the Land in accordance with the terms and conditions of this Agreement. In exchange for Developer receiving rebates of TIF Funds from the District, all pursuant to the terms and conditions of this Agreement, Developer covenants and agrees as follows on its behalf and on behalf of its successors or assigns:

(a) Developer shall own, occupy and conduct business operations from the Project for a minimum of five (5) years from the date of issuance of the final certificate of occupancy for the Project. If Developer does not own, occupy and conduct its business operations from the Project for five (5) years from the date of issuance of the certificate of occupancy for the Project, subject to Enforced Delays (as defined in the GPLET), the District's obligation to rebate to Developer any balance remaining of the Rebate Cap described in Section 7 of this Agreement shall terminate, any funds then remaining in the Sinking Fund (as defined below) shall be returned to the District and Developer shall pay to the District an amount that is equal to twenty-five percent (25%) of the TIF Funds paid by the District to Developer up to the time of the ceasing of business operations at the Project (the "***Developer Penalty***"). The Developer Penalty shall not exceed Two Hundred Thousand and No/100 Dollars ($200,000.00). Payment of the Developer Penalty shall be determined by the District at the time Developer ceases business operations at the Project subject to Enforced Delay, and the Developer Penalty shall be paid by Developer to the District no later than ten (10) days after the date of the District's written notice of the amount of the Rebates (defined in Section 7 below) paid by the District to Developer and thereafter this Agreement shall terminate and the parties shall have no continuing obligation unto the other hereunder; and

(b) Subject to Enforced Delay, Developer shall commence construction of the Project on the Land no later than three (3) months after the Effective Date of this Agreement and have completed construction of the Project on the Land, obtained a certificate of occupancy and caused to be commenced business operations no later than thirty (30) months after the Effective Date of this Agreement ("***Completion Date***"); and

(c) The Project shall be built in substantial conformance with the Plans and Specifications listed on **Exhibit C** attached hereto (the ***"Plans and Specifications"***); and

(d) Developer shall have entered into a Master Lease with the operator of the first two floors of the Project (the "***Master Lease Premises***") on or before the Effective Date of this Agreement upon terms and conditions reasonably acceptable to the District (the ***"Master Lease"***). The Master Lease must provide that each sublessee shall file all necessary tax forms that ensure that the TIF Funds are paid to the District; and

(e) Master Lessee, within twelve (12) months after the issuance of a temporary certificate of occupancy for the Master Lease Premises, shall have subleased not less than fifty percent (50%) of the Master Lease Premises; and

(f) Developer shall provide to the District on the 15th day of each month during the Term of this Agreement the name or names under which the businesses operating within the Project are reporting to Arizona Department of Revenue (***"ADOR"***); and

(g) Developer shall comply in all material respects with all terms and conditions of this Agreement.

7. **Sinking Fund.**

(a) On the Effective Date, the District shall establish a "***Sinking Fund***" into which shall be deposited 50% of the gross sales tax proceeds (***"Rebates"***) actually received by the District from the Arizona Department of Revenue (***"ADOR"***) during the "***Term of this Agreement***" (defined below) as a direct result of payments actually made by all tenants, sub-tenants or other occupants of the Project (each a "***Tenant***") required to pay transaction privilege taxes to ADOR.

(b) To allow the District to track these amounts and provide Developer with the benefit of the TIF Receipts, Developer shall require each and all Tenants to execute a form of lease or other use agreement with respect to that portion of the Project being utilized by the Tenant (a "***Tenant Lease***") which shall require each Tenant to provide Developer with Tenant's eight digit "TPT License Number" and the business name associated with that TPT License Number.

(c) The Rebates shall be held in a separate FDIC insured account established by the District at the Bank of Tucson solely for the purpose described in this Section 7 and shall not be commingled with any other funds or monies of the District. The Rebates shall belong to the District. Developer and the Bank of Tucson shall have no interest therein, except that Developer shall have a contractual right to receive payments pursuant to Section 7(e) below.

(d) Commencing on the third full month after the Effective Date and continuing quarterly thereafter during the Term of this Agreement, the District shall provide the Developer with a summary of the Rebates received by the District from the ADOR during the preceding three months (***"Quarterly Summary"***).

(e) Provided that Developer is not then in breach of any covenant herein, commencing on the first business day of the twelfth month after the Completion Date the District shall pay to Developer ninety percent (90%) of all of the Rebates from the Sinking Fund. Thereafter on the anniversary date of the first payment of the Rebates during the Term of this Agreement, the District shall disburse to the Developer all of the Rebates from the Sinking Fund up to a cap of Three Million Five Hundred Thousand and No/100 Dollars ($3,500,000.00) (the ***"Rebate Cap"***). The Rebates shall be paid into an account in Developer's name established with the Bank of Tucson and shall thereafter be subject to a separate agreement between Developer and the Bank of Tucson. The Sinking Fund shall be the sole source of payments of the Rebates. Upon the earlier of: (i) full and timely payment of Rebates up to the Rebate Cap amount; (ii)

termination of the distribution of revenues to the District pursuant to Arizona Revised Statutes §42-5031; or (iii) the date the ownership of the Land is conveyed to a private party in contravention of A.R.S. §48-4204(B), the Sinking Fund shall terminate with any remaining balance shall be paid to the District's general operating fund and this Agreement shall terminate and the parties shall have no continuing obligation unto the other hereunder.

8. **Rights and Remedies.** In the event any default occurs under this Agreement, the non-defaulting party shall provide written notice in accordance with Paragraph 17 hereof to the defaulting party reasonably specifying the default condition and the defaulting party shall have thirty (30) days after receipt of such default notice to cure such default, or in the event the cure shall require longer than thirty (30) days, the defaulting party shall commence to cure such default within thirty (30) days and pursue to cure such default with commercially reasonable diligence thereafter with the cure period being extended as applicable; provided the cure period shall not be extended longer than ninety (90) days after the receipt of the notice of default. The parties shall be entitled to all rights and remedies available at law for breach of the provisions of this Agreement; provided, however, that Developer's remedy for the District's breach hereunder shall be no greater than the Rebate Cap less any amounts paid to Developer up to the date of the breach. Neither party shall have any right to pursue punitive, consequential or special damages or specific performance. Neither party shall have any right to pursue any remedy permitted hereunder prior to delivery of a notice of default and continuation of such default following the expiration of the cure period.

9. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, Arizona Revised Statutes, as amended.

10. **Assignment.** Developer may not assign its rights under this Agreement without (a) the prior written consent of the District, which shall be given or withheld in the District's commercially reasonable discretion and (b) the prior written consent of any Leasehold Beneficiary (as defined below), which shall be given or withheld in the Leasehold Beneficiary's sole and absolute discretion. In the event Developer desires at any time to assign this Agreement, Developer shall give written notice to the District and Leasehold Beneficiary of its intention, requesting the District's and Leasehold Beneficiary's consent thereto. Such written notice ("***Developer's Notice***") shall be submitted to the District and Leasehold Beneficiary no more than ninety (90) days and no less than thirty (30) days prior to the effective date of such proposed assignment, and shall contain the following information: (a) a notice of intention to assign this Agreement, requesting the District's and Leasehold Beneficiary's consent thereto; (b) the effective date of the proposed assignment; (c) the name of the proposed assignee; (d) the nature of the business to be carried out upon the demised premises by the proposed assignee; (e) a copy of the proposed assignment or, if the same is not available, the letter of commitment or letter of intent; (f) a current, financial statement of the proposed assignee; and (g) such other information the District or Leasehold Beneficiary may reasonably request. The District and Leasehold Beneficiary each may, at any time within thirty (30) days after its receipt of such notice of a proposed assignment, approve or disapprove of such proposed assignment in writing to Developer. If the District and Leasehold Beneficiary each consent to the proposed assignment in writing, so long as Developer shall not be in breach or default of any of its obligations under this Agreement, Developer may enter into the assignment in accordance with the terms and conditions contained in Developer's Notice, and thereafter all references to Developer herein

shall be deemed modified to refer to Developer's assignee, except as may be specifically provided in the assignment. If the District and/or Leasehold Beneficiary fail to exercise its right to consent to or disapprove of the proposed assignment within such thirty (30) day period, the District or Leasehold Beneficiary, as applicable, shall be deemed to have disapproved such proposed assignment. Without limiting the District's grounds for disapproval, the District's disapproval shall be deemed reasonable if it is based on the District's analysis that (x) the proposed assignee's credit is not consistent with the operation obligations under this Agreement or (y) the assignee's use and occupancy of the Project will be inconsistent with the District's objective of generating TIF Funds. In the event that Developer transfers its rights under this Agreement prior to completion of the Project, Developer shall nonetheless remain liable for all of Developer's obligations hereunder until completion of the Project. Notwithstanding the foregoing, any lender (a ***"Leasehold Beneficiary"***) which is or becomes the beneficiary of any first-position mortgage, deed of trust or other encumbrance on Developer's leasehold rights under the GPLET (a ***"Leasehold Trust Deed"***), or the Leasehold Beneficiary's nominee, or any successor of Leasehold Beneficiary or Leasehold Beneficiary's nominee (including any purchaser by foreclosure sale, trustee's sale or deed in lieu of foreclosure) who acquires the leasehold rights under the GPLET, shall succeed to Developer's rights, as well as those obligations of Developer arising after said Leasehold Beneficiary has acquired Developer's leasehold rights, under this Agreement without the necessity of the District's consent. District expressly agrees that (i) in no event shall such successor Developer incur liability for the acts or omissions of the prior Developer; it being understood and agreed that the successor Developer shall only be liable for its own acts arising from and after the succession of Developer's leasehold estate, and (ii) any breach (including but not limited to the failure to timely own, occupy and conduct business operations from the Project in accordance with Section 6(a) above) that is not reasonably susceptible to cure by the person succeeding to the leasehold interest shall no longer be deemed a breach hereunder, and the obligation to pay the Developer Penalty described in Section 6(a) shall remain with the original named Developer and shall not apply to the successor Developer.

11. Term of Agreement. This Agreement shall automatically terminate as to the Land and the Project as specifically provided herein, and without the necessity of any notice, agreement or recording by and between the parties on that date which is the earlier of: (i) the date that the Rebates paid to Developer pursuant to the terms and conditions of this Agreement equal the amount of the Rebate Cap; (ii) the date that distribution of revenues to the District ceases pursuant to A.R.S. §42-5031; or (ii) the date the ownership of the Land is conveyed to a private party in contravention of A.R.S. §48-4204(B) (the "***Term of this Agreement***").

12. No Agency or Partnership. Neither the District nor Developer are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the District and Developer.

13. No Third Party Beneficiary. This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to Developer, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

14. **Time of Essence**. Time is of the essence of this Agreement.

15. **Benefit and Binding Effect**. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties.

16. **Amendment**. Any amendment to this Agreement shall be in writing executed by the District and Developer. Additionally, this Agreement shall not be modified or amended by the District and Developer without the prior written consent of any Leasehold Beneficiary, such consent not to be unreasonably withheld, delayed or conditioned.

17. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, including delivery by Federal Express or similar overnight courier, or if mailed by United States certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the District:
Rio Nuevo Multipurpose Facilities District
Attn: Chairman Fletcher McCusker
400 W. Congress, Suite 152
Tucson, Arizona 85701

With a copy to:
Mark Collins, Esq.
Gust Rosenfeld P.L.C.
1 S. Church Ave., Suite 1900
Tucson, Arizona 85701

If to Developer:
BP City Park Investors, LLC
Attn: Toufic Abi-Aad
20 East Congress, Suite 300
Tucson, Arizona 85701

With a copy to:
GinaMarie K. Spencer, Esq.
Mendelsohn Oseran & Spencer, PLC
2525 E. Broadway Blvd., Suite 201
Tucson, Arizona 85716

or at such other place or to such other persons as any party shall from time to time notify the other in writing as provided herein. The date of service of any communication hereunder shall be the date of personal delivery or delivery by Federal Express or similar overnight courier, or seventy-two (72) hours after the postmark on the certified or registered mail, as the case may be.

18. **Force Majeure**. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

19. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Pima County, Arizona.

20. **Attorney's Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

21. **No Waiver of Right or Remedy.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the District or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

22. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement.

23. **Exhibits; Merger.** This Agreement, together with **Exhibit A** through **C** listed below and attached hereto and incorporated herein by this reference, constitute the entire agreement between the parties with respect to payment of the Rebates. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

Exhibit A	Legal Description of the Land
Exhibit B	Notice of Intent
Exhibit C	Sheet Index for Plans and Specifications

24. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Developer warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Developer's failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the District.

25. **Israel Boycott Certification.** Developer certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel as that term is defined in A.R.S. § 35-393.

SIGNATURES ON FOLLOWING PAGE

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

DISTRICT:

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT, a special taxing district of the State of Arizona

By: _____
Fletcher McCusker, Chairman

ATTEST:

By: _____
Mark Irvin, Secretary

DEVELOPER:

BP CITY PARK INVESTORS, LLC, an Arizona limited liability company

By: BP Downtown Investors, LLC, an Arizona limited liability company, Member

By: BP Downtown Manager, LLC, an Arizona limited liability company, Manager

By: Bourn Properties, LLC, an Arizona limited liability company, Member

By: _____
Don E. Bourn, Manager

LSB:lsb 826718.9 2/28/2017

EXHIBIT A

[Legal Description of Land]

Block 1 of CITY PARK BLOCK 1 AND BLOCK 2, a subdivision of Pima County, Arizona, according to the map of record in the office of the Pima County Recorder at Document No. 20163580490.

TOGETHER WITH easement for gas line as set forth in Gas Line Easement recorded at Document No. 20122700855.

EXHIBIT B

[Notice of Intent]

NOTICE OF INTENT TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT AND FINDINGS OF FACT

December 13, 2016

NOTICE

Notice is hereby given by the Board of Directors of **RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT**, an Arizona tax levying special facilities district ("Rio Nuevo") that, on a date that is not later than January 31, 2017, Rio Nuevo intends to enter into certain tax incentive agreement entitled "Economic Development Between Rio Nuevo Multipurpose Facilities District, an Arizona tax levying special facilities district, and BP City Park Investors, LLC, an Arizona limited liability company (the "Agreement").

FINDINGS OF FACT

With respect to the Agreement, the Board of Directors of Rio Nuevo hereby makes the following findings of fact:

1. That the tax incentive set forth in the Agreement is anticipated to raise more revenue than the amount of the incentive within the duration of the Agreement. This finding has been independently verified in a report by Applied Economics, dated November, 2016, as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. That, in the absence of a tax incentive, the new facility described in the Agreement would not locate within the corporate boundaries of the Rio Nuevo District at the same time, place, or manner as required by the Agreement.

EXHIBIT A
TO
NOTICE OF INTENT TO ENTER INTO
AN ECONOMIC DEVELOPMENT AGREEMENT AND
FINDINGS OF FACT

[Applied Economics, LLC's report/verification dated November, 2016]

See following pages.

APPLIED ECONOMICS

ECONOMIC AND REVENUE IMPACTS OF CITY PARK ON THE RIO NUEVO DISTRICT AND THE CITY OF TUCSON

NOVEMBER 2016

11209 N. Tatum Boulevard, Suite 225 * Phoenix, AZ 85028 * 602-765-2400 tel * 602-765-2407 fax

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1.0 INTRODUCTION

Applied Economics was retained by the Rio Nuevo Multipurpose Facilities District to perform an economic impact analysis of the City Park mixed-use development. The development is located at 40 East Congress Street and includes 45,129 square feet of restaurant and entertainment space plus an additional 9,150 square feet of outdoor dining space and rooftop deck, and 26,300 square feet of office lofts. The concept includes a 14,690 square foot food hall that would house numerous local and regional restaurants in a quick service format, an 11,289 square foot entertainment hall with upscale bowling and games and beverage service, and a 10,000 square foot event venue. City Park would be housed in a five story building with the food and entertainment hall on the first two floors, office lofts on the third and fourth floor, and the entertainment venue on the fifth floor.

The project would be eligible for a Government Property Lease Excise Tax (GPLET) agreement that would result in the abatement of all real property taxes and lease excise taxes during the first eight years following construction. This analysis is intended to provide a framework for understanding the economic and revenue impacts the project would have on the Rio Nuevo District and the City of Tucson.

1.1 Project Description

This mixed-use restaurant, entertainment and office project is in a prime location within the Congress Street Entertainment District and will enhance the vibrant urban environment that has developed in this neighborhood. All total, the project could create an estimated 194 new jobs and $13.0 million in annual taxable sales (Figure 1).

FIGURE 1
DEVELOPMENT ASSUMPTIONS

	Total Square Feet	Estimated Jobs	Sales per Square Foot	Lease Rate
Food Hall	14,690	37	$450	$30
Entertainment Hall	11,289	23	$200	$30
Outdoor Food and Entertainment	5,850	29	$0	$0
Rooftop Deck	3,300	0	$0	$0
Meeting/Event/Entertainment Venue	10,000	0	$250	$30
Office Lofts	26,300	105	$0	$22
Total (excluding deck and outdoor space)	62,279	194	na	na

2.0 IMPACT SUMMARY

The construction of City Park in the Rio Nuevo District would provide significant economic benefits within this revitalizing area. The proposed food and entertainment hall will complement the other commercial development along Congress Street and will allow this site to develop to its full potential.

- About 120 direct construction jobs and 70 additional indirect jobs would be supported in the City of Tucson during the construction period. The total construction impact is estimated at $24.9 million.

- Once completed, the project could generate an average annual economic impact of $24.2 million or a total of $193.5 million over the next eight years.

- The restaurant and entertainment venues could directly support about 90 jobs, and the office lofts could add another 105 jobs. The project could also support an estimated 59 additional indirect jobs at *other local businesses* in Tucson. These indirect jobs are the result of business to business purchases made by restaurant/entertainment and office businesses in City Park, as well as local spending by employees.

- An estimated $6.9 million in direct personal income, or payroll, and $9.4 million in total direct and indirect personal income would be generated by the development annually, creating the potential for significant local expenditures by employees and their families.

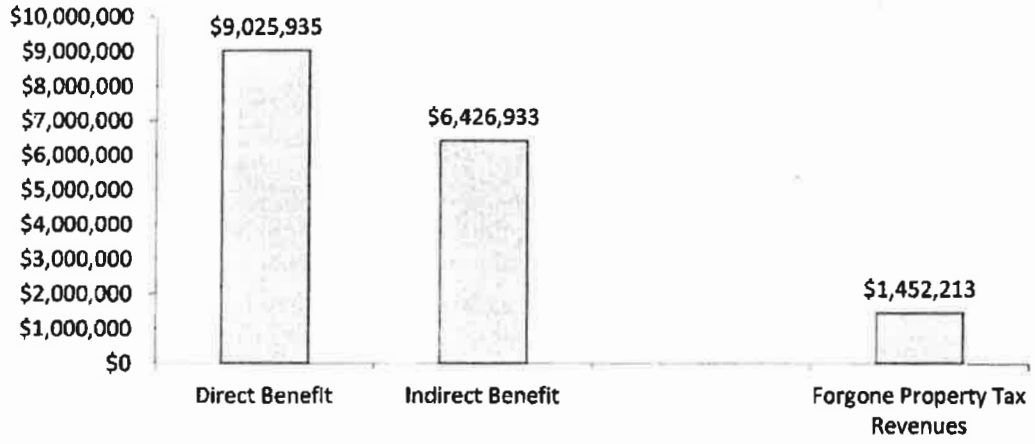
- In terms of local tax revenues, the restaurants, entertainment and office uses that are part of City Park would directly and indirectly generate approximately $3.0 million in local revenues to the Rio Nuevo District, $3.1 million to the City of Tucson, $3.3 million to the county, school district and other local taxing jurisdictions, and $6.1 million to the state from 2017 to 2025. Indirect revenues include taxes paid by employees, whereas direct revenues are generated by businesses in the development.

- The project could qualify for a GPLET lease excise tax abatement for eight years on all real property taxes and lease excise taxes to the city and other local governments. These abatements are accounted for in the revenue impacts above. The value of the abatement for all jurisdictions combined is estimated at $1.5 million over eight years. However, during that period the project would generate direct sales tax from on-going retail sales for a total benefit to the state and local governments of $9.0 million over eight years (based on direct

revenues only). Thus, the benefit to the city, county and state would significantly exceed the value of the GPLET property and lease excise tax abatement.

- The term of the GPLET would extend for 25 years. After the eight-year abatement period, the project would begin to generate lease excise taxes. However, there is a statutory exemption for entertainment uses that would apply to most of the City Park development, except for the office lofts on the third floor. Based on current GPLET lease excise rates for office uses, the project would generate $68,117 per year in excise tax revenues, of which 7 percent would go to the City of Tucson, and the remainder would go to the county, community colleges and school district.

FIGURE 2
VALUE OF PROJECT TO STATE AND LOCAL GOVERNMENTS



City Park would generate new revenues for the Rio Nuevo TIF and the City of Tucson, as well as creating approximately 194 new jobs in the downtown area. The nature of the restaurants and entertainment uses in this development, combined with numerous public events and performances at the nearby Rialto Theatre, the Tucson Convention Center and other downtown venues, will attract additional Tucson residents and visitors to the area for dining and entertainment. Other local businesses could benefit as well from this synergistic effect. The City Park development would support the local economy while providing an anchor for redevelopment activity in the heart of downtown.

3.0 ECONOMIC IMPACT ANALYSIS

The economic impacts resulting from City Park include both the one-time construction impacts and on-going operations impacts. These impacts are quantified in terms of direct and indirect jobs, personal income and output that would be generated by the project. Indirect impacts are the result of the multiplier effect and capture supported supplier and consumer businesses in the Rio Nuevo District and the City of Tucson that would benefit from the new development.

3.1 Construction Impacts

The proposed construction costs for this mixed-use project are estimated at $19.04 million (Figure 3). Construction is expected to take approximately 12 months with occupancy in early 2018.

FIGURE 3
CONSTRUCTION COSTS FOR CITY PARK

Land	$2,070,000
Building Shell	$6,842,500
Tenant Improvements	$7,097,500
Contingency	$622,250
Soft Costs	$2,405,507
Total	$19,037,757

The total increase in economic activity from new construction expenditures is estimated at $24.9 million, as shown in Figure 4. The project would result in direct construction expenditures, excluding land, of about $17.0 million. The multiplier effects of this construction spending on the city would result in a total increase in economic activity of about $24.9 million. These impacts are projected to occur during the construction period. The approximately 120 direct jobs and 70 indirect and induced jobs would result in more than $8.5 million in additional personal income in the City of Tucson during the next year.

FIGURE 4
CONSTRUCTION IMPACTS OF CITY PARK

	Direct Impacts			Total Impacts		
	Expenditures	Jobs	Personal Income	Output	Jobs	Personal Income
Hard Costs	$14,562,250	97	$4,763,007	$20,549,791	145	$6,438,641
Soft Costs	$2,405,507	22	$1,384,529	$4,354,010	40	$2,079,605
Total	$16,967,757	119	$6,147,536	$24,903,801	186	$8,518,246

3.2 Operations Impacts

Once construction is completed, the proposed project will create about 194 permanent jobs. The office lofts, restaurant and entertainment businesses will also generate economic impacts through local vendor purchases, as well as through employee spending.

The total economic activity from on-going operations of the project is shown in Figure 5. The approximately 194 new jobs and $6.9 million in direct personal income will generate an estimated $14.5 million in increased direct output each year. The average income from these new jobs is estimated at $36,000 per employee, based on data from the economic impact model.

FIGURE 5
ECONOMIC IMPACTS OF CITY PARK

	Direct Impacts			Total Impacts		
	Output	Jobs	Personal Income	Output	Jobs	Personal Income
2018	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
2019	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
2020	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
2021	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
2022	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
2023	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
2024	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
2025	$14,524,761	194	$6,938,220	$24,186,828	253	$9,421,035
8 Year Total	$116,198,088	194	$55,505,758	$193,494,624	253	$75,368,282

The multiplier effect of this increase in business activity at City Park will result in a total annual output impact of $24.2 million or a total impact of $193.5 million over the next eight years. The

approximately 253 direct, indirect and induced jobs supported by the development will result in about $9.4 million in annual personal income in Tucson, or a total of $75.4 million over the next eight years.

The direct and indirect jobs generated by this project would support a total local population of about 450 people in the City of Tucson, based on local commuting patterns. Supported population includes families of direct employees, as well as families of employees at related supplier and consumer businesses. This estimate assumes that about 79 percent of the employees will live and work in Tucson, based on local commuting data from the American Community Survey.

The differences between direct and total economic impacts are called multiplier effects. Multiplier effects are a way of representing the larger economic effects on the local economy. The multiplier effects translate an increase in output or business sales/production into a corresponding increase in jobs and personal income. The total increase in output includes the impacts on other local supplier and consumer businesses. In essence, the multiplier effect represents the recycling of local spending. This process creates new business opportunities.

The multipliers used in this analysis are from IMPLAN, a national vendor of economic impact software, and are specific to the City of Tucson. Industry specific multipliers were used for the hotels, retail, restaurants and commercial construction. The average output multiplier for this mixed use development is 1.67. This means that for every $1 million of annual output created by the development, an additional $670,000 in economic activity and 4.1 local jobs are supported at other local businesses outside the development. On average, the income from these indirect jobs is estimated at about $42,000 per employee. Additional indirect jobs and payroll would be supported in other parts of the metro area.

4.0 REVENUE IMPACTS

In addition to supporting jobs, income and output at related businesses in the city through multiplier effects, the businesses in City Park would also generate significant local tax revenues, primarily sales tax. In total, the project could generate approximately $3.0 million in direct and indirect local tax revenues to the Rio Nuevo District, $3.1 million in revenues to the city, and $9.4 million in additional revenues to the county, RTA, school district and state from 2017 to 2025 (Figure 6).

FIGURE 6
STATE AND LOCAL REVENUE IMPACTS OF CITY PARK

FIGURE 6
STATE AND LOCAL REVENUE IMPACTS OF CITY PARK

	City of Tucson			Rio Nuevo	County, RTA and Schools			State of Arizona			
	Property[1]	Sales	Total Benefit	Sales	Property[2]	Sales	Total Benefit	Sales[3]	Personal Income	Total Benefit	Total Public Benefit
Direct Impacts	**$0**	**$2,425,391**	**$2,425,391**	**$2,997,098**	**$0**	**$606,348**	**$606,348**	**$2,997,098**	**$0**	**$2,997,098**	**$9,025,995**
2017 (const)	$0	$189,309	$189,309	$265,033	$0	$47,327	$47,327	$265,033	$0	$265,033	$766,702
2018	$0	$260,525	$260,525	$318,312	$0	$65,131	$65,131	$318,312	$0	$318,312	$962,282
2019	$0	$265,736	$265,736	$324,679	$0	$66,434	$66,434	$324,679	$0	$324,679	$981,527
2020	$0	$271,051	$271,051	$331,172	$0	$67,763	$67,763	$331,172	$0	$331,172	$1,001,158
2021	$0	$276,472	$276,472	$337,796	$0	$69,118	$69,118	$337,796	$0	$337,796	$1,021,181
2022	$0	$282,001	$282,001	$344,552	$0	$70,500	$70,500	$344,552	$0	$344,552	$1,041,604
2023	$0	$287,641	$287,641	$351,443	$0	$71,910	$71,910	$351,443	$0	$351,443	$1,062,437
2024	$0	$293,394	$293,394	$358,471	$0	$73,348	$73,348	$358,471	$0	$358,471	$1,083,685
2025	$0	$299,262	$299,262	$365,641	$0	$74,815	$74,815	$365,641	$0	$365,641	$1,105,359
2026 (post-abatement)	*$4,768*	*$305,247*	*$310,015*	*$372,954*	*$63,349*	*$76,312*	*$139,661*	*$372,954*	*$0*	*$372,954*	*$1,195,583*

	City of Tucson			Rio Nuevo	County and Schools			State of Arizona			
	Property	Sales	Total Benefit	Sales	Property	Sales	Total Benef't	Sales	Pers Income	Total Benefit	Total Public Benefit
Indirect (Employee-Driven)	**$289,344**	**$369,154**	**$658,497**	**$0**	**$2,591,056**	**$116,821**	**$2,707,877**	**$1,308,393**	**$1,752,165**	**$3,060,558**	**$6,426,933**
2018	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
2019	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
2020	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
2021	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
2022	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
2023	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
2024	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
2025	$36,168	$46,144	$82,312	na	$323,882	$14,603	$338,485	$163,549	$219,021	$382,570	$803,367
Total Direct and Indirect (2017 to 2025)	**$289,344**	**$2,794,545**	**$3,083,888**	**$2,997,098**	**$2,591,056**	**$723,169**	**$3,314,225**	**$4,305,492**	**$1,752,165**	**$6,057,657**	**$15,452,868**

[1] Based on city property tax rate of 1.5982%.

[2] Based on county/school property tax rate of 15.0753%.

[3] Represents net state sales tax after 50% is returned to Rio Nuevo.

4.1 Direct Revenues

The project would be eligible for a GPLET agreement that would abate lease excise taxes for eight years. Normally, there would be a lease excise tax in lieu of property taxes, but since the project is located in a Central Business District and it would result in more than a 100 percent increase in full cash value of the property, the lease excise taxes would also be abated over the first eight years of the project.

Other direct revenues during the first eight years include sales tax, which would be generated on an on-going basis. The project would generate one-time sales taxes from new construction estimated at about $265,000 to the Rio Nuevo District, $189,000 to the city and $312,000 to the RTA and state combined. There would also be on-going sales tax revenues associated with taxable food, beverage and entertainment sales. Additionally, there would be city and RTA sales taxes on the property leases. It is estimated that the project would generate sales taxes in the amount of $366,000 per year to the Rio Nuevo District, $299,000 to the city, and $440,000 in sales taxes to the RTA and state each year by 2025.[1] All total, the project could generate about $9.0 million in direct state and local sales tax revenues from 2017 to 2025.

Note that the Rio Nuevo District receives half of the 5.6 percent state sales tax on sales within the district above the base. Since all of the activity associated with City Park would be new, it is assumed that the full 50 percent of the state 5.6 percent tax would be returned to the TIF district.

4.2 Indirect Revenues

Along with the direct taxes generated by the project, there are also indirect taxes generated by employees. Using the results from the economic impact analysis, it is possible to estimate indirect tax impacts.

Indirect property tax revenues, which represent property taxes on new housing for employees, were based on average residential assessed per capita in Tucson, times the annual supported population, times an average countywide property tax rate of 15.91 percent. On average, indirect property taxes are estimated at about $36,000 per year to the city, and an additional $324,000 per year to the school district, community college and county. All total, the project would generate about $2.9 million in indirect property tax revenues to all jurisdictions combined from 2018 to 2025, based on the assumptions used in this analysis.

Indirect sales tax revenues include sales taxes paid by direct employees at City Park and employees at other supported local businesses. Indirect sales taxes are estimated by multiplying total personal income from the economic impact times 31 percent (share of taxable

[1] *This analysis assumes that taxable sales increase by 2 percent per year.*

expenditures), times the Tucson live-work ratio of 79 percent, times the sales tax rate.[2] No residency ratio is used for RTA or state indirect sales tax. Indirect sales taxes to the city are estimated at $369,000 over eight years. Additional sales taxes generated to the RTA and the state are estimated at $1.4 million over eight years. Since it is not clear what share of employee spending would occur in the Rio Nuevo District, no indirect district sales taxes are shown in Figure 6.

In terms of state personal income tax, direct and indirect employees could generate approximately $1.8 million in revenues from 2018 to 2025. State income taxes are calculated using average income per employee and current tax schedules from the Arizona Department of Revenue.

4.3 GPLET Impacts

In addition to calculating revenue impacts to local and state governments, this analysis also considers the property tax impacts of the GPLET relative to the amount of benefit to the property owner (prime lessee). A.R.S. 42-6209 requires that the economic and fiscal benefit to the state, county and city in which the government property improvement is located will exceed the benefits received by the prime lessee. The District is proposing a 25-year term for the GPLET. During the first eight years, the prime lessee would pay no lease excise tax or real property tax since the project is located in a Central Business District and would increase the value of the property by more than 100 percent.

After that time, for the remainder of the lease term, the property owner would pay lease excise taxes to the city, county, school district and community college district. However, entertainment uses are exempted by statute (A.R.S. 42-6208) and so the lease excise tax would only apply to the 26,300 square feet of office uses for the remainder of the 25 year lease. Based on a 2016 lease excise tax rate for two to seven story offices of $2.59 per square foot, this would result in $68,117 per year in lease excise tax revenues, of which $4,768 would to go the city and the remainder would go to the county, school district and community college district.[3]

In order to meet the statutory requirements, it is necessary to show that total revenues to the state, county and city would exceed the value of forgone property taxes during the term of the GPLET. Revenues from the project include direct sales tax revenues from construction and on-going retail sales taxes. There are additional indirect revenues from supported employees including property and sales taxes.

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[2] *According to the Census Bureau Consumer Expenditure Survey persons in the median income range for this project spend about 31 percent of their income on taxable goods.*

[3] Lease excise tax rates are adjusted annually based on the percentage change in the producer price index for construction for the two most recent fiscal years. In addition, over the term of the lease, there is a graduated reduction in the amount of lease excise tax paid based on a percentage of the current square foot rate. As such, it is difficult to predict the exact amount of annual lease excise tax revenues for years 9 through 25.

Over the eight-year term of the abatement, the direct revenues to state and local jurisdictions total $9.0 million (Figure 7). Revenues over the entire 25 year term of the GPLET would be significantly greater. In comparison, the property tax savings to the developer are estimated at $1.5 million over the eight-year GPLET term, of which $139,000 would have gone to the City of Tucson. The value of other tax revenues generated by the project exceeds the property tax savings from the GPLET by $7.6 million over eight years, thereby meeting the requirements of the statute.

The foregone property tax revenues were estimated based on limited property value (LPV) per square foot for comparable developments in the downtown area, which include other recent GPLET projects. Based on these comparable developments, an average limited property value per square foot of $80.44 was used for the office component of City Park, $81.93 for restaurant space and $82.27 for entertainment and bar space, resulting in a total LPV estimate of $5.07 million. It is assumed that the value would increase by 5 percent per year, based on recent increases in LPV for the comparable properties and statutory guidelines.

FIGURE 7
VALUE OF GPLET TO THE CITY OF TUCSON

Year	Benefits to City/Rio Nuevo/RTA[1]	Benefits to State [2]	Total	Benefit to Lesee (Property Tax Savings)[1]
2017	$501,670	$265,033	$766,702	$0
2018	$643,969	$318,312	$962,282	$152,078
2019	$656,849	$324,679	$981,527	$159,682
2020	$669,986	$331,172	$1,001,158	$167,666
2021	$683,385	$337,796	$1,021,181	$176,050
2022	$697,053	$344,552	$1,041,604	$184,852
2023	$710,994	$351,443	$1,062,437	$194,095
2024	$725,214	$358,471	$1,083,685	$203,800
2025	$739,718	$365,641	$1,105,359	$213,990
Total	$6,028,837	$2,997,098	**$9,025,935**	**$1,452,213**

[1] Includes city rate of 2 percent plus RTA rate of 0.5 percent plus Rio Nuevo share of state tax at 2.8%.

[2] State sales tax net of Rio Nuevo 50 percent share.

[3] Property tax savings assumes a 5 percent annual increase in limited property value.

4.4 Summary

The proposed City Park development described in this analysis could create both economic and revenue benefits for the Rio Nuevo District and the City of Tucson. The retail and entertainment venues would provide additional dining and nightlife opportunities in a unique format, generating increased visibility and activity in the Downtown/Gateway area. The project will likely create synergy for additional redevelopment on nearby properties and will serve to eliminate blight in this part of downtown. The development would support a significant amount of new jobs and payroll in the downtown area, and it would create additional demand at other local businesses based on supplier purchases and employee spending. It would also generate sales tax revenues for the Rio Nuevo TIF district that could be used to fund infrastructure improvement to support other redevelopment in the District.

EXHIBIT C

[Plans and Specifications]

CANYON

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Job #: 16-0311-290 City Park
40 E Congress
Tucson Arizona. 85701

Current Drawings

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
Architectural					
A1.0	ENLARGED SITE PLAN	1		01/06/2017	75% 1/6/17
A2.0	FIRST FLOOR PLAN	1		01/06/2017	75% 1/6/17
A2.1	SECOND FLOOR PLAN	1		01/06/2017	75% 1/6/17
A2.2	THIRD FLOOR PLAN	1		01/06/2017	75% 1/6/17
A2.3	FOURTH FLOOR PLAN	1		01/06/2017	75% 1/6/17
A2.4	FIFTH FLOOR PLAN	1		01/06/2017	75% 1/6/17
A3.0	ROOF PLAN	1		01/06/2017	75% 1/6/17
A5.0	FIRST FLOOR REFLECTED CEILING PLAN	1		01/06/2017	75% 1/6/17
A5.1	SECOND FLOOR REFLECTED CEILING PLAN	1		01/06/2017	75% 1/6/17
A5.2	THIRD/FOURTH FLOOR REFLECTED CEILING PLAN	1		01/06/2017	75% 1/6/17
A5.3	FIFTH FLOOR REFLECTED CEILING PLAN	1		01/06/2017	75% 1/6/17
A5.4	FIFTH FLOOR REFLECTED CEILING PLAN	0		01/06/2017	75% 1/6/17
A6.0	BUILDING SECTION	1		01/06/2017	75% 1/6/17
A6.1	BUILDING SECTION	1		01/06/2017	75% 1/6/17
A6.2	WALL SECTIONS	1		01/06/2017	75% 1/6/17
A6.3	WALL SECTIONS	1		01/06/2017	75% 1/6/17
A6.4	DETAILS	1		01/06/2017	75% 1/6/17
A6.5	DETAILS	0		01/06/2017	75% 1/6/17
A6.6	DETAILS	0		01/06/2017	75% 1/6/17
A7.0	EXTERIOR ELEVATIONS	1		01/06/2017	75% 1/6/17
A7.1	EXTERIOR ELEVATIONS	1		01/06/2017	75% 1/6/17
A8.0	ROOM FINISH SCHEDULE & DOOR SCHEDULE	1		01/06/2017	75% 1/6/17
A8.1	WALL TYPES	1		01/06/2017	75% 1/6/17
A9.0	ENLARGED PLANS & INTERIOR ELEVATIONS	2		01/06/2017	75% 1/6/17
A9.1	NORTH STAIR SECTIONS	0		01/06/2017	75% 1/6/17
A9.2	EAST STAIR SECTIONS	1		01/06/2017	75% 1/6/17
A9.3	SOUTH STAIR SECTIONS	1		01/06/2017	75% 1/6/17
A9.4	ELEVATORS & WEST STAIR SECTIONS	1		01/06/2017	75% 1/6/17
A10.1	WINDOW ELEVATIONS	1		01/06/2017	75% 1/6/17
A10.2	WINDOW ELEVATION 2	1		01/06/2017	75% 1/6/17
Civil					
1 OF 11	COVER SHEET	1		01/06/2017	75% 1/6/17
2 OF 11	NOTES	1		01/06/2017	75% 1/6/17
3 OF 11	SITE PLAN	1		01/06/2017	75% 1/6/17
4 OF 11	GRADING PLAN	1		01/06/2017	75% 1/6/17
5 OF 11	UTILITIES AND EASEMENTS PLAN	1		01/06/2017	75% 1/6/17
6 of 11	DEMOLITION PLAN	1		01/06/2017	75% 1/6/17
Electrical					

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Job #: 16-0311-290 City Park
40 E Congress
Tucson Arizona, 85701

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
E1.1	POWER & SYSTEMS PLAN 1ST FLOOR	1		01/06/2017	75% 1/6/17
E1.2	POWER & SYSTEMS PLAN 2ND FLOOR	1		01/06/2017	75% 1/6/17
E1.3	POWER & SYSTEMS PLAN 3RD FLOOR	1		01/06/2017	75% 1/6/17
E1.4	POWER & SYSTEMS PLAN 4TH FLOOR	1		01/06/2017	75% 1/6/17
E1.5	POWER & SYSTEMS PLAN 5TH FLOOR	1		01/06/2017	75% 1/6/17
E2.1	LIGHTING PLAN 1ST FLOOR	1		01/06/2017	75% 1/6/17
E2.2	LIGHTING PLAN 2ND FLOOR	1		01/06/2017	75% 1/6/17
E2.3	LIGHTING PLAN 3RD FLOOR	1		01/06/2017	75% 1/6/17
E2.4	LIGHTING PLAN 4TH FLOOR	1		01/06/2017	75% 1/6/17
E2.5	LIGHTING PLAN 5TH FLOOR	1		01/06/2017	75% 1/6/17
E3.1	ELECTRICAL HVAC PLAN 1ST FLOOR	1		01/06/2017	75% 1/6/17
E3.2	ELECTRICAL HVAC PLAN 2ND FLOOR	1		01/06/2017	75% 1/6/17
E3.3	ELECTRICAL HVAC PLAN 3RD FLOOR	1		01/06/2017	75% 1/6/17
E3.4	ELECTRICAL HVAC PLAN 4TH FLOOR	1		01/06/2017	75% 1/6/17
E3.5	ELECTRICAL HVAC PLAN 5TH FLOOR	1		01/06/2017	75% 1/6/17
E3.6	ELECTRICAL HVAC PLAN ROOF	1		01/06/2017	75% 1/6/17
E4.1	FIRE ALARM PLAN 1ST FLOOR	1		01/06/2017	75% 1/6/17
E4.2	FIRE ALARM PLAN 2ND FLOOR	1		01/06/2017	75% 1/6/17
E4.3	FIRE ALARM PLAN 3RD FLOOR	1		01/06/2017	75% 1/6/17
E4.4	FIRE ALARM PLAN 4TH FLOOR	1		01/06/2017	75% 1/6/17
E4.5	FIRE ALARM PLAN 5TH FLOOR	1		01/06/2017	75% 1/6/17
E5.0	ONE-LINE DIAGRAM & TTB CONDUIT DIAGRAM	1		01/06/2017	75% 1/6/17
E6.0	PANEL SCHEDULES & LIGHTING FIXTURE SCHEDULE	1		01/06/2017	75% 1/6/17
E7.0	ELECTRICAL SPECIFICATIONS NOTES, & SYMBOLS	1		01/06/2017	75% 1/6/17
General					
G1.0	GENERAL NOTES INDEX	1		01/06/2017	75% 1/6/17
G1.1	LIFE SAFETY PLANS	1		01/06/2017	75% 1/6/17
Landscape					
7	SITE DEVELOPMENT PLAN for CITY PARK MIXED USE HARDSCAPE PLAN	0	09/29/2016		City Park Shell 09/29/16
7 OF 11	HARDSCAPE PLAN	1		01/06/2017	75% 1/6/17
8 OF 11	LANDSCAPE PLAN	1		01/06/2017	75% 1/6/17
9 OF 11	IRRIGATION PLAN	1		01/06/2017	75% 1/6/17
10 OF 11	HARDSCAPE DETAILS	1		01/06/2017	75% 1/6/17
11 OF 11	PLANTING & IRRIGATION PLAN	1		01/06/2017	75% 1/6/17
Mechanical					
M1.0	FIRST FLOOR MECHANICAL PLAN	1		01/06/2017	75% 1/6/17
M2.0	SECOND FLOOR MECHANICAL PLAN	1		01/06/2017	75% 1/6/17
M3.0	THIRD FLOOR MECHANICAL PLAN	1		01/06/2017	75% 1/6/17
M4.0	FOURTH FLOOR MECHANICAL PLAN	1		01/06/2017	75% 1/6/17
M5.0	FIFTH FLOOR MECHANICAL PLAN	1		01/06/2017	75% 1/6/17
M6.0	ROOF MECHANICAL PLAN	1		01/06/2017	75% 1/6/17
M7.0	MECHANICAL SCHEDULES AND NOTES	1		01/06/2017	75% 1/6/17
M7.1	MECHANICAL DETAILS	0		01/06/2017	75% 1/6/17

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Job #: 16-0311-290 City Park
40 E Congress
Tucson Arizona, 85701

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
MP1.0	MECHANICAL AND PLUMBING SPECIFICATIONS	1		01/06/2017	75% 1/6/17
Plumbing					
P0.0	PLUMBING NOTES	1		01/06/2017	75% 1/6/17
P1.0	FIRST FLOOR PLUMBING PLAN	2		01/06/2017	75% 1/6/17
P2.0	SECOND FLOOR PLUMBING PLAN	1		01/06/2017	75% 1/6/17
P3.0	THIRD FLOOR PLUMBING PLAN	1		01/06/2017	75% 1/6/17
P4.0	FOURTH FLOOR PLUMBING PLAN	1		01/06/2017	75% 1/6/17
P5.0	FIFTH FLOOR PLUMBING PLAN	1		01/06/2017	75% 1/6/17
P6.0	ROOF PLUMBING PLAN	1		01/06/2017	75% 1/6/17
P7.0	PLUMBING SCHEDULES	1		01/06/2017	75% 1/6/17
P7.1	PLUMBING SCHEDULES	1		01/06/2017	75% 1/6/17
Structural					
S1.0	GENERAL STRUCTURAL NOTES	1		01/06/2017	75% 1/6/17
S1.1	GENERAL STRUCTURAL NOTES	1		01/06/2017	75% 1/6/17
S1.2	GENERAL STRUCTURAL NOTES	1		01/06/2017	75% 1/6/17
S1.3	TYPICAL DETAILS	1		01/06/2017	75% 1/6/17
S1.4	TYPICAL DETAILS	1		01/06/2017	75% 1/6/17
S1.5	TYPICAL DETAILS	1		01/06/2017	75% 1/6/17
S1.6	TYPICAL DETAILS	1		01/06/2017	75% 1/6/17
S1.7	TYPICAL DETAILS	1		01/06/2017	75% 1/6/17
S1.8	TYPICAL SCHEDULES	1		01/06/2017	75% 1/6/17
S2.0	FOUNDATION PLAN	2		01/06/2017	75% 1/6/17
S3.0	SECOND FLOOR FRAMING PLAN	2		01/06/2017	75% 1/6/17
S3.1	THIRD FLOOR FRAMING PLAN	2		01/06/2017	75% 1/6/17
S3.2	FOURTH FLOOR FRAMING PLAN	2		01/06/2017	75% 1/6/17
S3.3	FIFTH FLOOR FRAMING PLAN	2		01/06/2017	75% 1/6/17
S3.4	ROOF FRAMING PLAN	1		01/06/2017	75% 1/6/17
S3.5	TRASH ROOM FRAMING PLAN	0		01/06/2017	75% 1/6/17
S3.6	SHEAR WALL ELEVATIONS	0		01/06/2017	75% 1/6/17
S3.7	SHEAR WALL SECTIONS	0		01/06/2017	75% 1/6/17
S3.8	SHEAR WALL SECTIONS	0		01/06/2017	75% 1/6/17
S3.9	SHEAR WALL DETAILS	0		01/06/2017	75% 1/6/17
S3.10	STAIR FRAMING PLANS	0		01/06/2017	75% 1/6/17
S4.0	FOUNDATION DETAILS	0		01/06/2017	75% 1/6/17
S4.1	FOUNDATION DETAILS	0		01/06/2017	75% 1/6/17
S5.0	CONCRETE FRAMING DETAILS	0		01/06/2017	75% 1/6/17
S6.0	FRAMING DETAILS	0		01/06/2017	75% 1/6/17
S6.1	FRAMING DETAILS	0		01/06/2017	75% 1/6/17
S6.2	FRAMING DETAILS	0		01/06/2017	75% 1/6/17
S6.3	FRAMING DETAILS	0		01/06/2017	75% 1/6/17