

COMMUNITY BENEFITS AGREEMENT – SIXTH AT CAMPBELL PAD

This Community Benefits Agreement (“**Agreement**”) relating to the Sixth at Campbell Planned Area Development (“PAD”) is entered into this 28 day of August, 2023, by and between **BLACK 1838, LLC**, an Arizona limited liability company, and **SCOTT J. CUMMINGS** (collectively the “**Property Owner**”), and the **RINCON HEIGHTS NEIGHBORHOOD ASSOCIATION**, an Arizona non-profit corporation (“**RHNA**”). The Property Owner and RHNA are referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. Property Owner owns 12 parcels of real property in the City of Tucson (“**City**”) that extend from the southwest corner of 6th St. and Campbell Ave. to the west and south (the “**Property**”), more particularly described on **Exhibit A**, Property Legal Description, and depicted at **Exhibit B**, Depiction of the Property;
- B. RHNA is the City designated neighborhood association whose borders are generally E. 6th St. on the north, N. Campbell Ave. on the east, E. Broadway Blvd. on the south, and N. Park Ave. on the west;
- C. Property Owner desires to construct a mixed-use, multi-family and commercial/retail project on the Property (the “**Project**”). To accomplish this, Property Owner has submitted an application to the City to rezone the Property to the PAD. The PAD is currently in the rezoning process and is anticipated to be considered by the City Mayor and Council in the Fall 2023.
- D. The PAD will regulate zoning for the Property and two additional parcels (the “**Adjacent Properties**”): 1) Assessor’s Parcel Number (“**APN**”) 124-03-173B, with no address and owned by the Arizona Board of Regents (“**ABOR**”); and 2) APN 124-03-1870 at 1722 E 6th St. and owned by William and Anne Baffert. ABOR and the Bafferts are collectively referred to as the “**Adjacent Owners**”. The Adjacent Owners are not signatories to this Agreement, but Property Owner desires that the Adjacent Properties be bound by this Agreement if in the future the Adjacent Properties are acquired by the Property Owner, or its successors and assigns.
- E. The Parties acknowledge that the current Project design anticipates the acquisition of City owned rights-of-way, including a portion of Martin Ave. and adjacent alleys (the “**ROW**”) as shown on **Exhibit C**. Property Owner desires to acquire the ROW in fee or acquire easements over the ROW (“**ROW Acquisition**”), to improve circulation for the Project, and RHNA supports the ROW Acquisition because it will reduce traffic entering the neighborhood from the Project and the University of Arizona (“**UArizona**”) South Stadium Garage.

- F. The Parties have negotiated the below terms and are entering into this Agreement with the intent to mitigate potential impacts the Project may have, if any, on RHNA and the surrounding area. The Parties also wish to establish a framework for continued communication and cooperation that will allow the Property Owner and RHNA to promptly resolve any issues that arise during construction and the initial opening of the Project.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

- I. Property Owner Commitments.** In consideration of the terms agreed to by RHNA set forth in Section II of this Agreement, Property Owner agrees to the following:
- a. ***ROW Acquisition:*** Property Owner shall apply to the City Real Estate Services department for the ROW Acquisition, as generally shown on Exhibit C, and Property Owner will make a good faith effort to work with the City to accomplish the ROW Acquisition.
 - b. ***Affordable Housing Donation:*** Property Owner shall provide a donation to the City's Housing and Community Development Department, as follows:
 - i. Amount. The donation amount shall be either a one-time payment of Two-Hundred and Fifty Thousand Dollars (\$250,000.00) paid on or before the issuance of the Project's final certificate of occupancy ("CO"), or five (5) installment payments of Ninety Thousand dollars (\$90,000.00) each, with the first payment being due on or before the CO issuance, and the subsequent four payments being due annually thereafter on or before the anniversary of the CO issuance.
 - ii. Purpose. The donation's express purpose is to fund affordable housing programs, with preference that these funds be used for projects or programs in and around the Rincon Heights Neighborhood.
 - iii. Alternate Recipient. If Housing and Community Development cannot or will not accept the donation as described above, the Parties will work together in good faith to identify an alternate recipient of the donation, specifically a non-profit organization that specializes in affordable housing programs and projects in Tucson, or another organization mutually agreeable to the Parties.
 - c. ***Restaurant with Series 6:*** Property Owner agrees that the following terms will apply to any Project restaurant that obtains a Series 6 Liquor License ("**Series 6**"):
 - i. Hours of Operation. A restaurant located in the Project that has a Series 6 shall close no later than 10:00pm on Sunday through Thursday nights, and close no later than 11:00pm on Friday and Saturday nights. After the Project's final CO issuance, the Parties may meet at the Property Owner's request to discuss adjustments to the hours of operation for a restaurant with a Series 6, and the hours of operation may be adjusted if agreed to by RHNA and this Agreement is amended pursuant to its terms.

- ii. **PAD Revisions.** Property Owner shall revise the PAD to reflect additional standards applying to a restaurant with a Series 6, specifically related to the area of the restaurant(s) and outdoor amplification. These PAD revisions are shown at **Exhibit D**.
- d. **PAD Parking - Residential:** Property Owner shall revise the PAD as shown on Exhibit D to reflect the residential parking requirements as a range between .7 and one vehicle parking space per dwelling unit.
- e. **Rooftop Amenities:** Property Owner shall revise the PAD as shown on Exhibit D to reflect additional standards for the Project's outdoor amenity areas.
- f. **RHNA Parking/Traffic Mitigation:** Property Owner shall make a one-time donation to RHNA of Fifty Thousand Dollars (\$50,000.00) due on or before the issuance of the Project's final CO. This donation may be reduced up to Ten Thousand Dollars (so that the donation amount shall be no less than \$40,000.00) based on the actual purchase price paid by the Property Owner for the ROW Acquisition, as this ROW Acquisition will benefit the neighborhood. Property Owner shall provide documentation to RHNA of its actual costs to acquire the ROW from the City in order to reduce the donation amount as described above. In the event Property Owner does not purchase Martin Avenue, there shall be no reduction to the donation amount owed to RHNA.
- g. **DRC Members:** Property Owner shall revise the PAD as shown on Exhibit D to reflect the changes requested by RHNA to the Project's Design Review Committee.
- h. **Meetings After CO:** After the CO issuance, the Property Owner shall participate, along with the Project's residential and commercial management, in meetings with representatives of RHNA to ensure the Project is not creating negative impacts to the adjacent neighborhoods related to noise and other nuisances. These meetings shall occur as follows:
 - i. From the date of the CO issuance for one year, the parties will meet once per quarter; and
 - ii. From one year after the date of CO, the parties will meet twice a year for three years.
 - iii. In the event of an urgent issue, the Parties shall meet promptly upon the reasonable request by either Party, in no event more than four (4) business days after such request.
- i. **Construction Management Plan:** Property Owner shall revise the PAD as shown on Exhibit D to include a construction management plan.
- j. **Adjacent Properties in PAD:** Property Owner anticipates that the Adjacent Properties will be included in the Project, and in the event that Property Owner or its successors and assigns acquire an interest in the Adjacent Properties, Property Owner agrees that the Adjacent Properties shall be bound by the benefits and obligations of this Agreement.

- k. **Obligations at CO:** None of the obligations in this Agreement that are conditioned upon the issuance of the Project CO shall occur unless and until the Project is constructed and the CO is issued.
- l. **Ground-Level Retail Space.** The Project shall use a local Tucson real estate broker to identify tenants for the ground-level commercial/retail space within the Project, except that Property Owner or its affiliates may directly lease to tenants the commercial/retail spaces.

II. RHNA Commitments. In consideration of the terms agreed to by Property Owner set forth in Section I of this Agreement, RHNA agrees to the following:

- a. **PAD Support:** RHNA will support the Property Owner's PAD request by submitting a letter of support on behalf of RHNA to Mayor and Council for the PAD request, and upon Property Owner's request, attending the Mayor and Council meeting where the PAD will be considered to express support for the PAD. Property Owner acknowledges that individual RHNA members may choose to support or oppose the PAD at their own discretion despite RHNA support.
- b. **ROW Acquisition Support:** RHNA will support Property Owner's application to vacate and abandon the ROW, as generally shown on Exhibit C. Property Owner acknowledges that individual RHNA members may choose to support or oppose the ROW Acquisition request despite the RHNA support. RHNA acknowledges that final acquisition of the ROW is subject to a City process that involves numerous stakeholders and therefore Property Owner cannot ensure that the City will grant the ROW Acquisition.
- c. **Building Height and other PAD Terms:** RHNA is agreeable to the PAD development standards, including building height, as shown by its support of the PAD stated in this Agreement.
- d. **RH Parking/Traffic Mitigation:** For the donation made by Property Owner to RHNA pursuant to this Agreement Section I.f, RHNA shall use the donation to fund 24-hour parking permits for the residents and/or property owners nearby the Project, and the remaining donation funds may be used by RHNA to fund traffic mitigation and neighborhood stabilization efforts in its discretion.
- e. **Post-opening Meetings:** RHNA agrees to work in good faith and reasonably with Property Owner and all Project operators, who also agree to work in good faith and reasonably with RHNA, regarding any issues that arise after the CO issuance date, including any adjustments to the Restaurant hours of operation.

III. General Terms.

- a. **Recitals and Exhibits.** The recitals set forth above, and any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by this reference with the same force and effect as if it were fully set forth in the body of the Agreement. The PAD revisions described in Exhibit D shall be enforceable as though a part of this Agreement, even in the event such conditions are determined to be unenforceable in the PAD.

- b. **Effective Date.** This Agreement shall become effective upon its execution by both Parties.
- c. **Recordation.** If the City's Mayor and Council approve the PAD rezoning, the Parties shall record against the Property in the official records of the Pima County Recorder, State of Arizona, a memorandum setting forth operative terms of this Agreement. The recording shall occur no sooner than 30 days, but no later than 60 days after the PAD approval.
- d. **Runs with the Land.** Subject to and following the recordation of the memorandum of this Agreement, this Agreement shall run with the land and is intended to benefit and burden all successor interests to the Property and RHNA.
- e. **Entire Agreement.** This Agreement and the attached exhibits constitute the entire agreement between the Parties pertaining to the subject matter of the Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by this Agreement.
- f. **Modification/Termination:** This Agreement may only be altered, amended, or terminated by an agreement in writing signed by both Parties and recorded as required above, except that this Agreement will automatically terminate if the City's Mayor and Council deny the Property's Owner's request for the PAD rezoning.
- g. **Headings.** The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
- h. **Existing Law.** This Agreement shall be governed by Arizona law. To the extent that the provisions in this Agreement are more restrictive than those in the City's Uniform Development Code ("UDC") or under Arizona law, this Agreement shall control. If the UDC or Arizona law contain requirements that are more restrictive than those in this Agreement, the UDC or Arizona law shall control. Nothing in this Agreement shall be construed so as to require the violation of any law, and wherever there is any conflict between any provision of this Agreement and any law the law shall prevail, but in such event the affected provision of this Agreement shall be affected only to the extent necessary to bring it within the applicable laws.
- i. **Dispute Resolution.** The Parties agree that it is in the best interest of each other to encourage the amicable resolution of potential and real disputes and to resolve such disputes without the emotional and financial costs of litigation. Therefore, all current and future Parties acknowledge and agree that any and all causes of action, claims, disputes, contract rights, debts, demands, indemnities, liabilities, obligations of any kind, or rights otherwise arising by contract and/or operation of law or regarding the provisions of this Agreement or otherwise involving the use of the Property (a "**Claim**") shall be resolved exclusively in accordance with the dispute resolution procedures set forth in this Section III(i). All Parties waive their right to have such Claims resolved in court and to have a jury trial. The Parties acknowledge and agree that the provisions of this Section III(i) shall be binding upon current and future Property Owners.

- i. **Notice of Claim.** Any Party who contends or alleges to have a Claim (a “Claimant”) against any other Party shall notify such Party (a “Respondent”) in writing of the Claim (the “Notice of Claim”), stating plainly and concisely: (a) the nature of Claim, including, date, time, location, persons involved, and Respondent’s role in the Claim; (b) the factual and legal basis of the Claim; and (c) what Claimant wants Respondent to do or not do to resolve the Claim. Upon receipt of a Claim, Respondent shall have fifteen (15) days to correct the issues identified in the Claim, or such time as is reasonably required to correct such issues so long as Respondent commences such action within the fifteen (15) day period. If the issues identified in the Claim are not resolved (or such resolution is not commenced, if a longer period is required) within fifteen days of receipt of a Claim, the Respondent and the Claimant shall meet at a mutually acceptable location to discuss the Claim and attempt to reach a resolution. Such meeting shall occur within one (1) week of Respondent receiving a written demand from Claimant.
- ii. **Binding Arbitration.** In the event a Claim is not resolved by direct negotiations between the Claimant and the Respondent, or if Respondent does not comply with the strict requirements of Section III(i)(i) above, the Claimant, if the Claimant desires to pursue the Claim further, shall submit the Claim to binding arbitration in accordance with this Section III(i) in accordance with the Arizona Rules of Arbitration before an attorney licensed in Arizona and practicing in Pima County, or a retired judge of an Arizona court of record. If the Parties cannot agree to an arbitrator, one shall be appointed by the Alternative Dispute Resolution judge of the Pima County Superior Court. The parties shall initially be equally responsible for the arbitrator’s fee. The arbitrator’s decision will be final and binding upon the Parties without the right of appeal or other challenge, and will be fully enforceable in any court of competent jurisdiction under and pursuant to the Arizona Revised Arbitration Act (A.R.S. § 12-3001 et seq.).
- iii. **Limitations of Liability and Waiver of Consequential Damages.** Notwithstanding anything to the contrary herein, the Parties hereby waive and release all rights of recovery against any other Party, including their employees, members, managers, managing members, officers, directors, and agents for any and all consequential, indirect, special, exemplary, multiple, or punitive damages arising out of or relating to this Agreement, except to the extent that such loss or damage is caused by the willful misconduct or grossly negligent acts or omissions of the other Party, or its employees, members, managers, managing members, officers, directors, or agents.
- iv. **Attorney’s Fees.** In the event either Party (or their successors or assigns) institutes any legal action or proceeding for the enforcement of any Claim, right, or obligation herein contained, the substantially prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.
- j. **Authority.** The parties executing this Agreement on behalf of Property Owner and RHNA represent and warrant that they have the necessary authority to do so.

- k. **Assignment.** Property Owner may assign this Agreement to a successor, or an affiliated company that is under common control with the entity entering into this Agreement, if such successor or affiliate holds title to the Property. RHNA may not assign this Agreement without the prior consent of Property Owner.
- l. **Notices.** All notices, requests, demands or other communications (“**Notices**”) required or permitted by this Agreement shall be in writing and served by personal delivery, recognized overnight courier service, or by deposit in the U.S. Postal Service, certified mail, return receipt requested, postage prepaid, addressed and directed to the Party to receive the same as follows:

If to RHNA: Rincon Heights Neighborhood Association
Attn: President
1140 E. 10th St.
Tucson, AZ 85719

With copy to: Timothy Kinney PLLC
Attn: Timothy Kinney, Esq.
319 W. Simpson St. #103
Tucson, AZ 85701

If to Property Owner: Scott Cummings
323 E. 8th Street
Tucson, AZ 85705

With copy to: Lazarus & Silvyn, P.C.
Attn: Rory Juneman, Esq.
5983 Grant Rd., Ste. 290
Tucson, AZ 85712

Except as otherwise specifically stated in this Agreement, all Notices shall be effective upon delivery and shall be deemed delivered on the date when actually received. Any Party may designate a different person or entity or change the place to which any Notice shall be given as provided in this Agreement, which Notice shall be effective after the same is actually received by the other Party.

- m. **Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of this Agreement.
- n. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, provided that the overall intent of the parties is not vitiated by such severability.
- o. **Counterparts.** This document, and any modifications, may be executed in one or more counterparts, the Parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

FINAL DRAFT

Black 1838, LLC and Scott Cummings

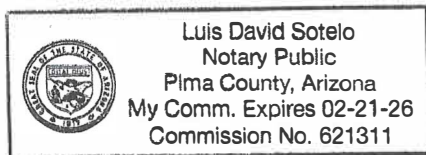
Signed this 11th day of August, 2023

Black 1838, LLC
an Arizona limited liability company

By: [Signature]
Name: Scott Cummings
Its: Managing Member

STATE OF ARIZONA §
 §
COUNTY OF PIMA §

On August 11 2023, before me, the undersigned, a notary public in and for said State, personally appeared Scott Cummings, the managing Member of Black 1838, LLC, an Arizona limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the Agreement and acknowledged to me that s/he executed the same in her/his authorized capacity and that, by her/his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



[Signature]
Notary Public

(Seal and Expiration Date)

FINAL DRAFT

Signed this 11th day of August, 2023

By: _____

Name: Scott Cummings

STATE OF ARIZONA

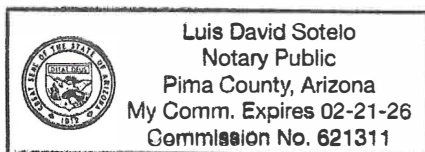
§

COUNTY OF PIMA

§

§

On August 11, 2023, before me, the undersigned, a notary public in and for said State, personally appeared Scott Cummings, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the Agreement and acknowledged to me that s/he executed the same in her/his authorized capacity and that, by her/his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Luis David Sotelo
Notary Public

(Seal and Expiration Date)

FINAL DRAFT

Rincon Heights Neighborhood Association

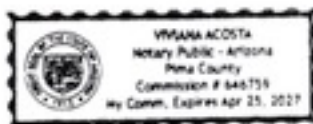
Signed this 28 day of August, 2023

Rincon Heights Neighborhood Association
an Arizona non-profit corporation

By: Stacey L. Plassmann
Name: Stacey L. Plassmann
Its: President

STATE OF ARIZONA §
 §
COUNTY OF PIMA §

On August 28th, 2023, before me, the undersigned, a notary public in and for said State, personally appeared Stacey L. Plassmann, the President of the Rincon Heights Neighborhood Association, an Arizona non-profit corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the Agreement and acknowledged to me that she executed the same in her authorized capacity and that, by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Yviana Acosta
Notary Public

(Seal and Expiration Date)

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Parcel 1

Lots 12 and 13 in Block 13 of Rincon Heights, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Except the EAST 13 feet thereof and EXCEPT the North 5 feet thereof.

Parcel 2

Lots 10 and 11 in Block 13 of Rincon Heights, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Parcel 3

Lots 8 and 9, Block 13 of Rincon Heights, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Except the North 3 feet thereof.

Parcel 4

Lots 6 and 7 in Block 13 of Rincon Heights Addition, Pima County, Arizona, according to the plat of record in the Office of the County Recorder in Book 3 of Maps, Page 89.

Parcel 5

Lots 4 and 5 in Block 13 of Rincon Heights Addition, Pima County, Arizona, according to the plat of record in the Office of the County Recorder in Book 3 of Maps, Page 89.

Except the Northerly 5.4 feet thereof.

Parcel 6

Lots 1, 2, and 3 in Block 13 of Rincon Heights Addition to the City of Tucson, a subdivision of Pima County, Arizona, according to the plat of record in the Office of the Pima County Recorder in Book 3 of Maps, Page 89.

Parcel 7

Lot 15 and 16 in Block 14 of Rincon Heights Addition, Pima County, Arizona, according to the plat of record in the Office of the County Recorder in Book 3 of Maps, Page 89.

Parcel 8

Lots 13 and 14, Block 14 of Rincon Heights Addition, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Parcel 9

Lots 11 and 12, Block 14 of Rincon Heights Addition, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Parcel 10

Lots 5, 6, and 7, Block 14 of Rincon Heights Addition, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Parcel 11

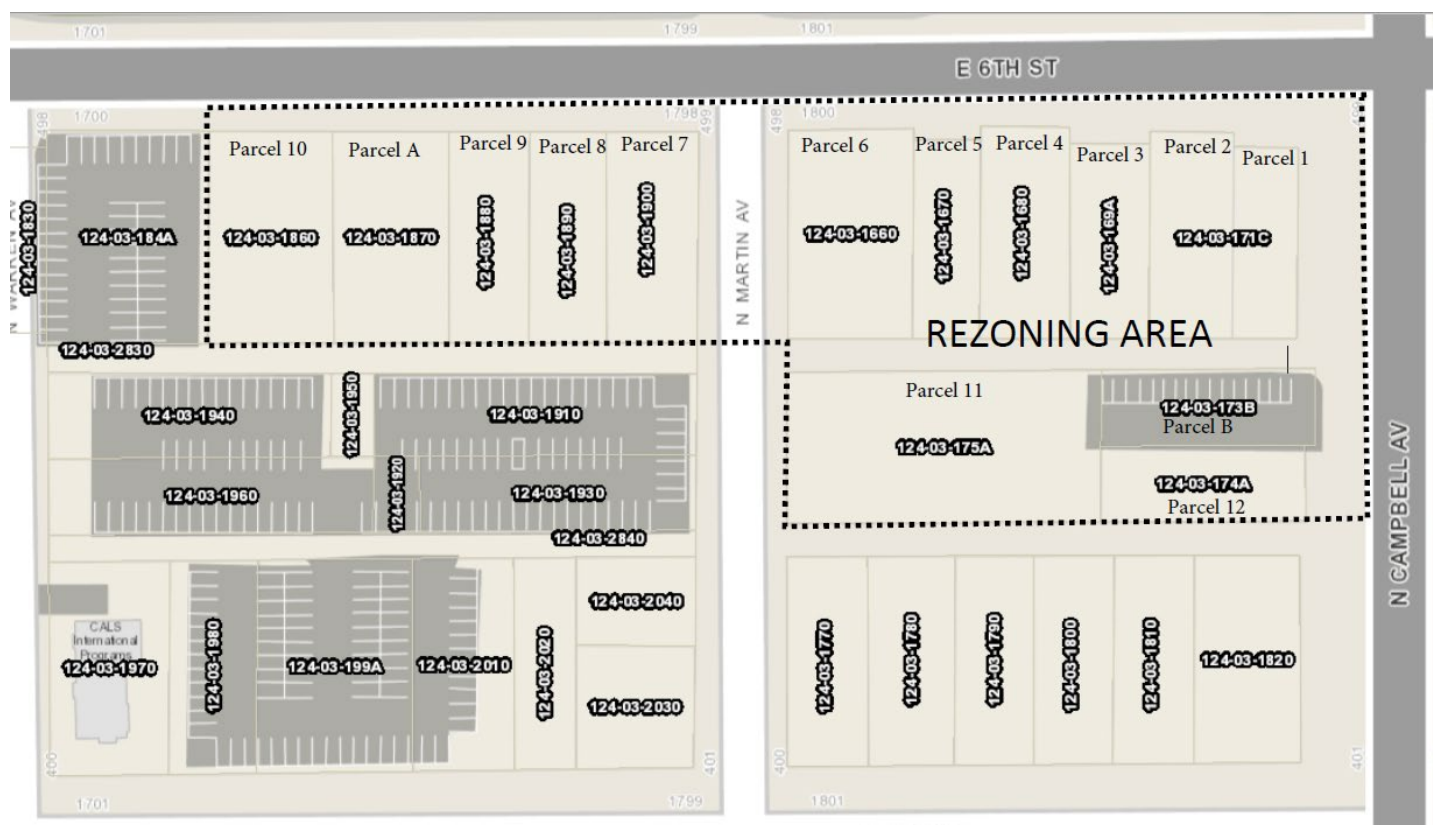
Lots 18 and 19, Block 13 of Rincon Heights Addition, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Parcel 12

Lots 17, Block 13 of Rincon Heights Addition, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, Page 89.

Except the East 62.60 feet thereof.

EXHIBIT B **DEPICTION OF THE PROPERTY**



NOTE: Parcel A and B are the Adjacent Properties as defined in this Agreement and shall be subject to the Agreement if acquired by Property Owner, pursuant to Sec. I.j.

EXHIBIT C
ANTICIPATED AREA OF ROW ACQUISITION



EXHIBIT D

PAD REVISIONS

SECTION III.C.5 – VEHICLE PARKING

5. Vehicle Parking

a. Vehicle Parking Spaces

Based on the variety of multi-modal transportation opportunities available at this location, especially the pedestrian-friendly aspects of the Property, the Sixth at Campbell PAD is considered by the TIA as a Transit-Oriented Development (TOD). The goals of discouraging motor vehicle use with associated parking and encouraging bicycle, pedestrian, and public and university transit use are reflected in the parking requirements for this PAD.

Entire PAD	
Vehicle Parking	Specific Requirements
Number of Required Spaces (1, 2) Off-street Residential = min 0.97 space <u>and max 1.0 space</u> per dwelling unit Off-street Hotel = min 0.62 space per room All Other Uses = <u>min 1</u> per 400 SF of space	1. Required accessible spaces may not be reduced or eliminated and must be based on the number of motor vehicle parking spaces required per the Building Code and UDC for the uses proposed. 2. Lease of residential parking space fees shall be decoupled from residential unit leases and/or sales.
Parking which is not allocated to residents or guests in the residential portion of the project may be made available as public parking	

SECTION III.C.14 – SITE AMENITY RESTRICTIONS

14.Site Amenity Restrictions

- a. No rooftop amenities are allowed on the top level of Sections A, B, or C.
Rooftop amenities are allowed below the highest level of Sections A, B, or C with the following requirements:
 - i. Rooftop amenities may be allowed on the top level of any floor below the top floor, such that the top floor(s) or other screens creates a solid noise screen to the adjacent neighborhoods to the south, east, and west;
 - ii. The amenity area faces to the north;
 - iii. The amenity area(s) must be designed to prevent objects falling onto the pedestrian areas below by including design features such as, but not limited to, building edge buffers or landscape areas, enhanced screening or parapets, and/or pedestrian level canopies.
 - iv. No sound from any outdoor amenity area shall exceed the City's Excessive Noise Ordinance, City Code § 16-31, when measured from adjacent property lines to the south.
 - iii-v. There shall not be any outdoor amplified sound from the amenity areas.
- b. No rooftop amenities are allowed on any level of Section D.
- c. Rooftop amenities may include pools and terrace areas.
- d. Balconies or amenity terraces shall not be permitted on the south, east or west facades of any proposed development within the PAD.

SECTION III.C.15 – RESTAURANTS WITH SERIES 6 LIQUOR LICENSE

15. Restaurant with Series 6 Liquor License

In the event the Project's restaurant utilizes a Series 6 liquor license ("Restaurant"), the following standards shall apply to the area covered by that license:

a. Restaurant Area

The maximum combined area allowed within the Project is 15,000 square feet with each individual restaurant ("Restaurant Concept") limited to 5,000 square feet, including indoor and outdoor seating, but not including kitchen, restrooms, storage, or office. Outdoor seating areas may be shared by multiple Restaurant Concepts.

b. Outdoor Amplification

- No sound from any restaurant, regardless of liquor license classification, including outdoor areas shall exceed the City's Excessive Noise Ordinance decibels measured from adjacent property lines to the south at any time.
- The Project will not allow any outdoor amplification for live music.
- The Project's only outdoor amplification allowed will be TV speakers for sporting events, and these will be set at 50% volume level or below.
- No amplified sound will emanate outside the Project from open windows or doors.
- No outdoor amplification of TVs will be allowed after 10pm.
- The restaurant kitchens must be open whenever the restaurant is open.

These limitations only apply to Restaurants (only with a Series 6 liquor license). Additional limitations on Restaurants are found in a Community Benefits Agreement between Applicant and the RHNA.

SECTION III.J – DESIGN REVIEW COMMITTEE AND PROCESS

J. Design Review Committee and Process

Design Review of the architectural, landscape and development plans for the Sixth at Campbell PAD shall be conducted by a Design Review Committee (DRC). This DRC is to be established by the applicant in coordination with Ward 6 to identify members prior to submittal of project development plans. The DRC shall be composed of the following:

- The Applicant;
- A Registered Architect;
- A Registered Landscape Architect;
- A General Contractor licensed in the State of Arizona;
- A real estate developer or other person affiliated with the development industry;
- A Design Professional from the UArizona Planning Design and Construction Department;
- A Design Professional from the City of Tucson Representative from the Sam Hughes Neighborhood Association; and
- A Representative from the Rincon Heights Neighborhood Association RHNA.

SECTION III.M – CONSTRUCTION MANAGEMENT PLAN

M. Construction Management Plan

The Applicant shall implement the following Construction Management Plan to mitigate potential impact of construction:

- Contractor Liaison: The Project will identify a Project Liaison that is part of the construction team to provide a point of contact for neighbors for questions/ concerns about construction activities.
- Pre-Construction Notice and Meeting: Approximately 30 days prior to the beginning of the Project's grading, the Project Liaison will notify the immediate neighbors of the start of construction activity and offer to meet with any neighbors regarding such construction activity.
- Night Concrete Pours: Depending on the Project schedule, night or early morning concrete pours may be necessary. If these night pours occur, the Project agrees to do the following:
 - The Project Liaison will provide advanced notice of these pours to the immediate neighbors.
 - If allowed by OSHA regulations, the contractor will disable warning devices (e.g., back-up beepers on concrete trucks) and use an alternate safety method.
- Closure Notifications: In the event the Project will cause a planned interruption in utility service or vehicle/pedestrian access in the area, the Project Liaison will provide at least 24-hour advanced notification to the immediate neighbors of any interruptions in utility services and/or road closures. If unexpected interruptions in service occur, the Project Liaison will provide notices as soon as reasonably possible.