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Keri L. Silvyn, Esq.
Lazarus, Silvyn & Bangs, P.C.
4733 E. Camp Lowell Dr.
Tucson, AZ 85712-1256

AGREEMENT BETWEEN BANNER HEALTH AND THE JEFFERSON PARK NEIGHBORHOOD ASSOCIATION REGARDING THE PLANNED AREA DEVELOPMENT RE-ZONING OF BANNER – UNIVERSITY MEDICAL CENTER TUCSON (THE “AGREEMENT”).

This Agreement relating to the rezoning of the Banner – University Medical Center Tucson (“**B-UMCT**”) is entered into this 19 day of February, 2016, by and between Banner Health, an Arizona non-profit corporation (“**Banner**”) and Jefferson Park Neighborhood Association (“**JPNA**”), an Arizona non-profit corporation (referred to individually as a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. In February 2015, Banner entered into a merger agreement with the Arizona Board of Regents (“**ABOR**”) and the University of Arizona Health Network to create B-UMCT. As part of the merger, Banner will ultimately acquire the real property that will make up the B-UMCT hospital campus, located in the City of Tucson (“**City**”), Pima County (the “**County**”), Arizona, legally described in Exhibit A and graphically depicted in Exhibit B (the “**Property**”).
- B. Banner is currently processing a City rezoning of the Property from R-1 and R-2 to the Planned Area Development (“**PAD**”), Banner – University Medical Center Tucson Campus in Case No. C9-15-06 (the “**Rezoning**”). The public hearings for the Rezoning process are expected to begin in October 2015, with Mayor and Council’s final decision by year end, 2015.
- C. The purpose of the Rezoning is to allow Banner to upgrade and redevelop B-UMCT, construct a new hospital tower, and modify the landscaping, drainage, and road systems in and near the Property (the “**Construction**”). The result

will be a modern academic medical center that will better serve patients, employees, and the surrounding neighborhoods.

- D. JPNA is the formal non-profit neighborhood association for the neighborhood bordered by Grant Rd. to the north, Campbell Ave. to the east, Chauncey Ln. to the south, and Euclid Ave. to the west (the “**Neighborhood**”). The Property is located directly south of the Jefferson Park National Register Historic District (the “**Historic District**”), which became a national listed historic district in 2012.
- E. As part of the Property’s redevelopment, Banner has been working with JPNA to mitigate potential impacts.
- F. Banner’s initial acquisition of the Property includes: two of the three parcels located on the south side of the 1800 block of Lester St. (“**Lester**”), excluding the City-owned parcel; all of the parcels on the south side of the 1700 block of Lester; and three parcels on the south side of the 1600 block of Lester. Over time, Banner will attempt to acquire the remaining parcels on the south side of the 1600 block of Lester as owners are willing to sell their properties. The properties Banner owns or will ultimately acquire on the south side of Lester are collectively referred to as the “**Lester Properties.**”
- G. In addition to the Rezoning, Banner is evaluating the existing and future signage required for the Property to create a safe, easily accessible medical campus. The combination of the Property’s existing signage, future signage needs, and the requirements of the City’s Sign Code (City Code, Ch. 3) will make full compliance with the Sign Code difficult. Therefore, it is likely that Banner’s sign design for the Property will require a set of variances from the Sign Code (the “**Sign Variances**”).
- H. JPNA and Banner have negotiated the below terms and are entering into this Agreement in order to address adverse impacts to the Neighborhood and its residents that could result from the redevelopment and Construction of the Property. The Parties also wish to establish a framework for continued communication and cooperation that will allow B-UMCT and JPNA to work together through Construction and beyond.

AGREEMENT

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

- I. **Banner’s Obligations.** In consideration of the terms agreed to by JPNA set forth in **Section II** of this Agreement, Banner agrees to the following:

A. Storm Water & Drainage. Banner has designed its master drainage plan to not only comply with the City's basic requirements for storm water runoff from the Property, but also has gone further to reduce where possible the 100-year storm water flows that exit into the Neighborhood from the Banner-owned Property. As part of this commitment, Banner agrees to the following:

- (1) *Drainage Improvements*. As detailed in the PAD § III(D), to construct and maintain a number of drainage improvements (the "**Drainage Improvements**"), including but not limited to certain retention basins within the Property and a landscaped greenspace/detention basin in the area adjacent to the 1700 and 1800 blocks of Lester (the "**North Green**" as depicted in Exhibit C), to achieve the following results:
 - (a) Along the Martin Ave. ("**Martin**") outfall, capture and detain the run-off discharge from the Property for storms up to a 100-year event;
 - (b) Along the Warren Ave. ("**Warren**") outfall, capture and detain the run-off discharge from the Property for storms up to a 100-year event;
 - (c) Along the Cherry Ave. ("**Cherry**") outfall, reduce the run-off discharge from the Property for storms up to a 100-year event by approximately sixteen percent (16%) for the initial phases of development;
 - (d) The detained storm water described above will be metered as required by the City code design requirements, such that it will be incrementally released onto its respective outfalls in a controlled flow;
 - (e) The primary infrastructure for the Drainage Improvements will be constructed contemporaneously with the construction of the hospital tower on the Property, and the Drainage Improvements will be completed by the opening of the new hospital tower.
- (2) *North Green Design*. Banner will design and maintain the North Green with amenities such as park-like landscaping, pedestrian/bicycle paths, benches and tables, and a shade structure as described in the PAD, Sec. III(B)(3)(J). Installation of these improvements will occur upon completion of the hospital tower.
- (3) *North Green Extension*. Within six (6) months after Banner has obtained all of the properties located in the 1600 block of Lester, Banner will extend the North Green up to or near the eastern edge of Cherry (the "**North Green Extension**"). Construction of the North Green Extension is not dependent upon the PAD Amendment as described in paragraph (4) below. The North Green Extension will provide the following:

- (a) Additional detention capability along the 1600 block of Lester to fully capture and detain the run-off from the Property up to a 100-year event;
 - (b) Design and maintenance of park-like landscaping and pedestrian paths; and
 - (c) Release of the detained storm water will be metered as required by City code design requirements, such that it will be incrementally released onto its outfall in a controlled flow.
- (4) *PAD Amendment.* If Banner chooses to amend the PAD in the future, it will modify the PAD boundary to include the properties it has acquired in the 1600 block of Lester. If Banner adds the 1600 block of Lester properties to the PAD area, it will also include in the PAD amendment the commitment to construct the North Green Extension, as described in Section I(A)(3) of this Agreement. Banner will notify JPNA prior to processing its application for a PAD amendment. However, construction of the North Green Extension as provided in paragraph (3) above is not dependent upon Banner's decision of whether to process a PAD Amendment for this additional area.

B. Lester Properties Upkeep. The Parties acknowledge that there will be a gradual transition from the demolition of the Lester Properties to the construction of the North Green, and later the North Green Extension, and that during this transition the Lester Properties should be well maintained and secure. To accomplish this, Banner agrees to the following:

- (1) *Pre-demo Maintenance:* Banner agrees to maintain the outward appearance of the Lester Properties up to the time it demolishes those properties, which it can do at its discretion.
- (2) *Acquisition:* As part of the future acquisition of any of the Lester Properties, Banner shall provide a roll-off dumpster for a period of one month for use by the property's prior owner as they move out of the property.
- (3) *Post-Demolition:* After demolition of any of the Lester Properties, Banner shall:
 - (a) Maintain the appearance of the vacant property, including keeping it free from weeds and trash.
 - (b) Provide dust mitigation as required by the County Department of Environmental Quality regulations on dust control, as described in County Code Title 17, and as necessary to prevent air pollution emanating from the property; and
 - (c) Maintain the security of the property by methods, at Banner's discretion, that could include but may not be limited to monitoring through hospital security patrols, providing signage warning against trespass including a phone number to call if trespass or

damage is observed, and/or fencing the property to secure against trespass.

C. Historic District Boundaries. The Parties acknowledge that some of the structures that currently exist in the area of the North Green and North Green Extension are contributing properties to the Historic District (“**Contributing Properties**”). The Parties acknowledge that these structures must be demolished prior to constructing the North Green, and later the North Green Extension. To ensure that these demolitions do not negatively impact the continuing eligibility of the Historic District, Banner agrees to the following:

- (1) *Consultant.* The Banner-owned properties in the 1700 and 1800 blocks of Lester will be demolished in a reasonable time frame. Within six months after the demolition of the last Banner-owned property in the 1700 and 1800 blocks of Lester, Banner will, at its sole cost, initiate the process of engaging a consultant to prepare and manage the application to modify the Historic District boundaries (the “**Application**”) by working with the City to identify consultants and draft the consultant’s scope of work. Banner will allow JPNA to review and comment on the scope of work and the application prepared by the consultant prior to submission, including subsequent application modifications.
- (2) *Timing & Approvals.* The Parties acknowledge that modifications of the Historic District boundary will only occur after the properties have been demolished. The Parties also acknowledge that the Arizona State Historic Preservation Office (“**SHPO**”) will review and provide a recommendation on the Application, and the National Parks Service (“**NPS**”) will approve the Application. Therefore, the Parties agree that the Application may need to be modified based on SHPO and/or NPS reviews, and the Parties will communicate and work together with the consultant to make the necessary modifications.
- (3) *1600 Block of Lester.* After Banner obtains all of the properties along the 1600 block of Lester, it will within a reasonable timeframe demolish those properties to allow for the construction of the North Green Extension. Within six months after the demolition of the last Banner-owned property, and at its sole cost, Banner will begin the process of engaging a consultant to prepare and manage the Application for the 1600 block of Lester as described above in Section C(1).
- (4) *No Warranties.* The Parties acknowledge that NPS makes the final decision as to the Application, and that Banner cannot guarantee that its Application will result in the modification of the Historic District’s boundaries in the 1600, 1700, or 1800 blocks of Lester.

- D. Emergency Transport to/from Property. As a major medical and trauma center, B-UMCT will continue to receive both emergency service vehicles (“ESV”) and helicopter ambulance flights. Banner agrees to the following regarding emergency transport to and from B-UMCT:
- (1) *Helicopter Transport:* As stated in the PAD, Sec. III(B)(3)(F), Banner commits to honor the existing Memorandum of Understanding regarding helicopter operations at B-UMCT (the “**Helicopter MOU**”), which became effective on April 1, 2001, and which is attached as **Exhibit D**. Specifically, Banner commits to honor the obligations agreed to by the former University Medical Center stated in Sections III(A) and IV of the Helicopter MOU. The helicopter arrival and departure paths established by the Helicopter MOU will be followed except when extraordinary circumstances require otherwise.
 - (2) *Emergency Vehicle Transport:* As stated in the PAD, Sec. III(B)(3)(G), Banner will instruct ESVs, including ambulances, to enter B-UMCT from the Property’s south from Speedway Blvd. This route will take ESVs to the emergency unloading area on the south side of B-UMCT, adjacent to Warren. The location of the emergency unloading area insulates the Neighborhood from the noise and traffic of the ESV activity.
- E. Road Access to B-UMCT. Banner will continue to prohibit vehicle access between the Property and the Neighborhood via Warren and Cherry. In addition, Banner’s construction of the North Green will eliminate the current vehicle access that connects the Property to Martin. Once completed, the North Green will continue to allow for pedestrian and bicycle connectivity between the Property and the Neighborhood. Banner will prohibit Construction traffic from utilizing the local streets within the Neighborhood to access the Property unless it first notifies JPNA of the type of traffic and duration of use. However, JPNA acknowledges that Construction of the North Green and North Green Extension will require Construction traffic and other Construction activities to occur within the Neighborhood, and will not require continued notice during the Construction of these improvements.
- F. Parking. Banner agrees to provide sufficient parking for all B-UMCT patients, visitors, guests, employees, contractors, sub-contractors, and consultants either on-Property or off-Property, such that on-street parking will not be necessary in the Neighborhood. Banner will prohibit employees and anyone associated with on-site Construction from parking in the Neighborhood. Upon notice of contractor or employee parking violations in the Neighborhood, Banner will work with JPNA to resolve these issues within a reasonable time period.

- G. Compliance with Local/State Regulations. During Construction, Banner will comply with the following local ordinances:
- (1) *Dust Control:* During Construction, Banner will comply with the County Department of Environmental Quality regulations on dust control, as described in County Code Title 17.
 - (2) *Outdoor Lighting:* Banner will respect the dark sky concerns and will meet the spirit and intent of the City's Outdoor Lighting Code ("OLC"), Tucson Code § 6-101. Federal regulations and guidelines for healthcare facilities, along with Banner corporate lighting standards adopted to comply with the Federal standards, may differ from the OLC. The medical campus requires continuous video surveillance to ensure patient, visitor, and employee safety.
 - (3) *Noise:* During Construction, Banner will comply with the City's Excessive Noise ordinance, City Code § 16-31. The Parties acknowledge that Banner may request temporary exemptions from the requirements of the Excessive Noise ordinance, as allowed by City Code § 16-31(d). Banner will communicate to JPNA the date, time, and circumstances of the temporary exemption prior to its occurrence.
 - (4) *Storm Water Runoff:* During Construction, Banner will comply with the Arizona Dept. of Environmental Quality and City requirements for storm water discharge during construction activity.
- H. Signage. Banner is currently in the process of evaluating and designing the signage that will be necessary for adequate identification of and way finding within B-UMCT. While Banner intends to design the B-UMCT signage to comply with the Sign Code, the unique visibility requirements of a hospital campus likely will require the need for Sign Variances. Banner commits that during the variance process, it will provide to JPNA the details of its Sign Variances and work with JPNA with the goal of creating a variance package that is satisfactory to both JPNA and Banner.
- I. Hazardous Waste. Banner agrees to comply with all environmental laws relating to the storage, use and disposal of all hazardous materials on the Property.
- II. JPNA Obligations. In consideration of the terms agreed to by Banner in Section I of this Agreement, JPNA agrees to the following:
- A. Support of Rezoning: JPNA will support the Rezoning before both the Zoning Examiner and Mayor and Council. Support will include a written letter of support and a statement to be read at the hearings based on that letter. Banner acknowledges that individual JPNA members may choose to support or oppose the Rezoning and/or Variances.

- B. Sign Variances: JPNA agrees to work with Banner in good faith during the Sign Variance process so that Banner can design signage that allows it to effectively identify its medical campus. JPNA recognizes the challenges that Banner will face in developing effective signage within the constraints of the Sign Code and the subsequent likelihood of the Sign Variances.
- C. Historic Properties: JPNA acknowledges and accepts that the Contributing Properties currently within the proposed North Green and North Green Extension must be demolished so those areas can be redeveloped for open space and storm water management. JPNA will support the modification of its Historic District boundary to exclude these demolished Contributing Properties. This support will include working with Banner and its consultants to prepare the applications for the Historic District boundary modification, and providing any necessary information and/or letters of support required for that application.
- D. 1600 Block of Lester. JPNA supports the rights of its individual member homeowners in the 1600 Lester St. to retain their properties. JPNA will also support the conveyance of these properties to Banner when that conveyance is mutually agreeable and beneficial to both the property owner and Banner.

III. Joint Obligations. The Parties jointly agree to the following terms:

- A. Communication. The Parties are committed to establishing a communications protocol that is effective and will promote a long-term, mutually beneficial relationship between the Parties. Throughout Construction, Banner and JPNA agree to continue to meet or communicate through their Designated Representatives on an as-needed basis. To promote communication, the Parties agree to the following:
 - (1) JPNA agrees to timely contact Banner's Designated Representative upon becoming aware of any potential breaches of this Agreement, or any other issues relating to B-UMCT. JPNA will proactively work in good faith with Banner to resolve any issues.
 - (2) Banner agrees to respond to JPNA's Designated Representative within a reasonable amount of time but no longer than three (3) business days, and work in good faith to address and resolve issues.
 - (3) Post-Construction, the Parties agree to work in good faith to continue to communicate and resolve issues as they arise.
- B. Designated Representatives. To accomplish the above, the Parties establish the following Designated Representatives to serve as the primary points of contact:

- (1) JPNA designates Joan Daniels, President of JPNA or her designee as its agent and representative for purposes of this Agreement, with authority to receive and respond on behalf of JPNA to all communications, plans, documents and other matters related to the implementation of the Agreement.
- (2) Banner designates Steve Brigham or his designee as its agent and representative for purposes of this Agreement, with authority to receive and respond on behalf of Banner to all communications, plans, documents and other matters related to the implementation of the Agreement.
- (3) Each Party has the full discretion to change its Designated Representative at will, but upon doing so must notify the other Party in writing within fifteen (15) days of the change, pursuant to the notice procedures established below Section IV(J).

IV. General Terms.

- A. Recordation. The Agreement will be recorded in the official records of the Pima County Recorder, State of Arizona, after Banner takes fee title to the Property.
- B. Effective Date. This Agreement shall become effective on the date that it is recorded in the official records of the Pima County Recorder.
- C. 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.
- D. 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 and merged in this Agreement.
- E. 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.
- F. 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.

- G. Default & Remedies. If either Party defaults with respect to any of its obligations established in this Agreement (the “**Defaulting Party**”), then the other Party shall be entitled to give written notice of the default, as described below in Section IV(J), to the Defaulting Party. This written notice shall state the nature of the default claimed, the section of the Agreement breached, and a demand that the default be corrected. The Defaulting Party shall have thirty (30) days from the date of the written notice within which to correct the default (the “**Notice Period**”) or such longer period as may be reasonably required, provided the cure is commenced within the Notice Period.

The Parties agree that any possible monetary damages resulting from a breach of the covenants described in this Agreement will be difficult to ascertain. The Parties therefore agree that if a default continues beyond the expiration of the Notice Period, or reasonable period required to cure the default, any Party will have the right to seek specific performance to enforce this Agreement. In the event a lawsuit is filed, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs incurred. If there are two or more non-prevailing parties, those non-prevailing parties shall be jointly and severally liable for the payment of any award of reasonable attorneys’ fees and costs to the prevailing party.

Nothing contained herein shall be construed to limit any other rights, remedies, or causes of action that either Party may have at law or in equity.

- H. Runs with the Land. This Agreement shall run with the land, and is intended to benefit and burden all successor interests to the Property and JPNA.
- I. Authority. The parties executing this Agreement on behalf of Banner and JPNA represent and warrant that they have the necessary authority to do so.
- J. 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 JPNA: Jefferson Park Neighborhood Association
Attn: Joan Daniels
1519 E. Edison St.
Tucson, AZ 85719

If to Banner: Banner Health
Attn: General Counsel
2901 N. Central Ave.
Phoenix, AZ 85012

With copy to: Lazarus, Silvyn and Bangs, P.C.
Attn: Keri Silvyn, Esq.
4733 E. Camp Lowell Dr.
Tucson, AZ 85712-1256

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.

- J. 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.
- K. 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.
- L. 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.

[Signatures on following pages]

EXHIBIT LIST

Exhibit "A" Legal Description of the Property

Exhibit "B" Graphic of the Property

Exhibit "C" North Green Graphic

Exhibit "D" Copy of Helicopter MOU

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

PARCEL I

PORTIONS OF BLOCKS 1 AND 2 OF OLD WORLD ADDITION TO THE CITY OF TUCSON, ACCORDING TO THE PLAT RECORDED IN BOOK 5 OF MAPS AND PLATS AT PAGE 5, RECORDS OF THE PIMA COUNTY RECORDER, PORTIONS OF BLOCKS 5, 12, 13, 14, 19 AND 20 OF PLUMBER & STEWARD'S ADDITION NO. 2, ACCORDING TO THE PLAT RECORDED IN BOOK 2 OF MAPS AND PLATS AT PAGE 13, A PORTION OF A PARCEL IN SECTION 8, TOWNSHIP 14 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, CONVEYED AND DESCRIBED IN THE DEEDS OF REAL ESTATE, BOOK 80 AT PAGE 213, PORTIONS OF ABANDONED ELM STREET, LEE STREET, MARTIN AVENUE AND ALLEYWAYS, DESCRIBED IN THE QUITCLAIM DEED RECORDED IN DOCKET 9472 AT PAGE 1378 AND PORTIONS OF ABANDONED ELM STREET, LEE STREET, ADAMS STREET, CHERRY AVENUE AND ALLEYWAYS PER ROAD NO. 432 RESOLUTION AND A PORTION OF ABANDONED WARREN AVENUE, DESCRIBED IN THE QUITCLAIM DEED RECORDED IN DOCKET 8915 AT PAGE 124A, ALL DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, AS MONUMENTED BY A 3 INCH BRASS DISC IN A STREET WELL BEING AT THE INTERSECTION OF SPEEDWAY BOULEVARD AND CAMPBELL AVENUE;

THENCE NORTH 00°54'38" WEST 2023.87 FEET UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 AND THE CENTERLINE OF SAID CAMPBELL AVENUE TO THE EAST ONE QUARTER CORNER OF SAID SECTION 8, MONUMENTED BY A 2 INCH BRASS DISC IN A STREET WELL;

THENCE SOUTH 89°28'58" WEST 99.44 FEET UPON THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 01°03'08" EAST 30.71 FEET, RADIAL TO THE NEXT DESCRIBED CURVE AND PERPENDICULAR TO THE SOUTH RIGHT OF WAY LINE OF CHAUNCEY LANE, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND AT THE WEST END OF SAID CURVE, CONCAVE SOUTHERLY, BEING THE NORTHWEST CORNER OF THE EXCEPTION PARCEL DESCRIBED AS PARCEL II IN EXHIBIT 'A' OF THE QUITCLAIM DEED RECORDED IN DOCKET 7155 AT PAGE 597, SAID POINT BEING THE POINT OF BEGINNING;

THENCE EASTERLY UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 20°48'13", FOR AN ARC DISTANCE OF 9.08 FEET TO THE NON-TANGENT WEST RIGHT OF WAY LINE OF CAMPBELL AVENUE AND THE NORTHWEST CORNER OF THAT PARCEL CONVEYED FOR RIGHT OF WAY TO THE CITY OF TUCSON IN THE QUIT-CLAIM DEED RECORDED IN DOCKET 11900 AT PAGE 2465;

THENCE SOUTH 02°28'54" EAST 91.47 FEET UPON SAID WEST RIGHT OF WAY LINE AND UPON THE WEST LINE OF SAID PARCEL TO A TANGENT CURVE CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY UPON SAID WEST RIGHT OF WAY LINE, UPON THE WEST LINE OF SAID PARCEL AND UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°38'58", FOR AN ARC DISTANCE OF 39.97 FEET TO A RADIAL LINE;

UPON SAID WEST RIGHT OF WAY LINE AND UPON THE WEST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 89°07'16" EAST 31.04 FEET UPON SAID WEST RIGHT OF WAY LINE AND UPON THE SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER OF SAID PARCEL, BEING ON THE WEST RIGHT OF WAY LINE OF SAID CAMPBELL AVENUE BEING A LINE 82.00 FEET WESTERLY OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6;

THENCE SOUTH 00°54'36" EAST 321.53 FEET UPON SAID RIGHT OF WAY LINE;

THENCE SOUTH 89°08'48" WEST 284.17 FEET;

THENCE SOUTH 30°08'55" WEST 128.14 FEET;

THENCE SOUTH 00°51'12" EAST 51.78 FEET;

THENCE SOUTH 89°08'48" WEST 3.81 FEET;

THENCE SOUTH 00°51'12" EAST 72.66 FEET;

THENCE SOUTH 88°37'28" WEST 5.73 FEET;

THENCE SOUTH 00°51'12" EAST 65.91 FEET;

THENCE SOUTH 89°08'48" WEST 70.66 FEET;

THENCE SOUTH 00°51'12" EAST 80.87 FEET TO A POINT ON COLUMN LINE NO. 28 ACCORDING TO THE PLAN FOR THE "CLINICAL SCIENCES BUILDING AND TEACHING HOSPITAL COLLEGE OF MEDICINE" DATED DECEMBER 12 1987;

THENCE SOUTH 89°08'48" WEST 97.88 FEET UPON SAID COLUMN LINE;

THENCE NORTH 00°51'12" WEST 10.08 FEET;

THENCE SOUTH 89°08'48" WEST 37.91 FEET;

THENCE SOUTH 00°51'12" EAST 10.08 FEET RETURNING TO SAID COLUMN LINE;

THENCE SOUTH 89°08'48" WEST 254.15 FEET UPON SAID COLUMN LINE AND THE WESTERLY PROLONGATION THEREOF;

THENCE SOUTH 00°51'12" EAST 150.20 FEET;

THENCE SOUTH 89°08'48" WEST 20.49 FEET;

THENCE SOUTH 00°51'12" EAST 31.36 FEET;

THENCE SOUTH 89°08'48" WEST 57.92 FEET;

THENCE SOUTH 00°51'12" EAST 146.77 FEET TO A TANGENT CURVE CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00". FOR AN ARC DISTANCE OF 39.27 FEET TO A TANGENT LINE;

THENCE SOUTH 89°08'48" WEST 297.39 FEET;

THENCE NORTH 00°42'58" WEST 395.57 FEET;

THENCE NORTH 89°02'03" EAST 7.63 FEET;

THENCE NORTH 44°38'13" EAST 22.33 FEET;

THENCE NORTH 00°49'03" WEST 80.20 FEET;

THENCE NORTH 05°57'06" EAST 14.66 FEET;

THENCE NORTH 00°52'50" WEST 90.32 FEET;

THENCE NORTH 01°07'21" WEST 42.02 FEET;

THENCE SOUTH 88°52'04" WEST 38.09 FEET;

THENCE NORTH 00°23'29" WEST 34.54 FEET;

THENCE SOUTH 89°10'08" WEST 2.59 FEET;

THENCE NORTH 01°55'24" WEST 33.05 FEET;

THENCE NORTH 00°07'22" EAST 3.39 FEET;

THENCE NORTH 01°21'48" WEST 29.81 FEET;

THENCE SOUTH 87°45'48" WEST 3.31 FEET;

THENCE NORTH 01°58'40" WEST 85.24 FEET;

THENCE SOUTH 89°24'32" WEST 232.45 FEET;

THENCE NORTH 00°40'10" WEST 299.01 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 87°18'28" EAST;

THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 166.23 FEET AND A CENTRAL ANGLE OF 53°19'39", FOR AN ARC DISTANCE OF 154.72 FEET TO A NON-TANGENT LINE;

THENCE NORTH 01°03'06" WEST 19.94 FEET TO THE SOUTH RIGHT OF WAY LINE OF 30.00 FOOT WIDE CHAUNCEY LANE;

THENCE NORTH 88°56'54" EAST 1004.45 FEET UPON SAID SOUTH RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF MARTIN AVENUE;

THENCE SOUTH 00°53'47" EAST 30.00 FEET UPON SAID WEST RIGHT OF WAY LINE TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF BLOCK 1 OF OLD WORLD ADDITION, A SUBDIVISION OF PIMA COUNTY ACCORDING TO THE PLAT RECORDED IN BOOK 5 OF MAPS AND PLATS AT PAGE 5, SAID RECORDS OF THE PIMA COUNTY RECORDER, SAID PROLONGATION ALSO BEING THE WESTERLY PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF 60.00 FOOT WIDE CHAUNCEY LANE;

THENCE NORTH 88°56'54" EAST 344.88 FEET UPON SAID PROLONGATION, UPON SAID NORTH LINE OF BLOCK 1 AND UPON SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL 2

THE EAST 60.00 FEET OF LOTS 4, 5 AND 6 IN BLOCK 49 OF JEFFERSON PARK 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 4 OF MAPS AND PLATS AT PAGE 17 THEREOF.

PARCEL 3

LOTS 1, 2, 3, 4, 7 AND 8, ALL IN BLOCK 50 OF JEFFERSON PARK 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 4 OF MAPS AND PLATS AT PAGE 17 THEREOF.

PARCEL 4

LOTS 3, 4 AND 7 IN BLOCK 51 OF JEFFERSON PARK 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 4 OF MAPS AND PLATS AT PAGE 17 THEREOF.

PARCEL 5

LOTS 1, 2, 3 AND 4 AND COMMON AREA A OF JEFFERSON PLACE TOWNHOMES, 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 30 OF MAPS AND PLATS AT PAGE 39 THEREOF.

PARCEL 6

INTENTIONALLY OMITTED.

EXHIBIT B

GRAPHICAL DEPICTION OF THE PROPERTY

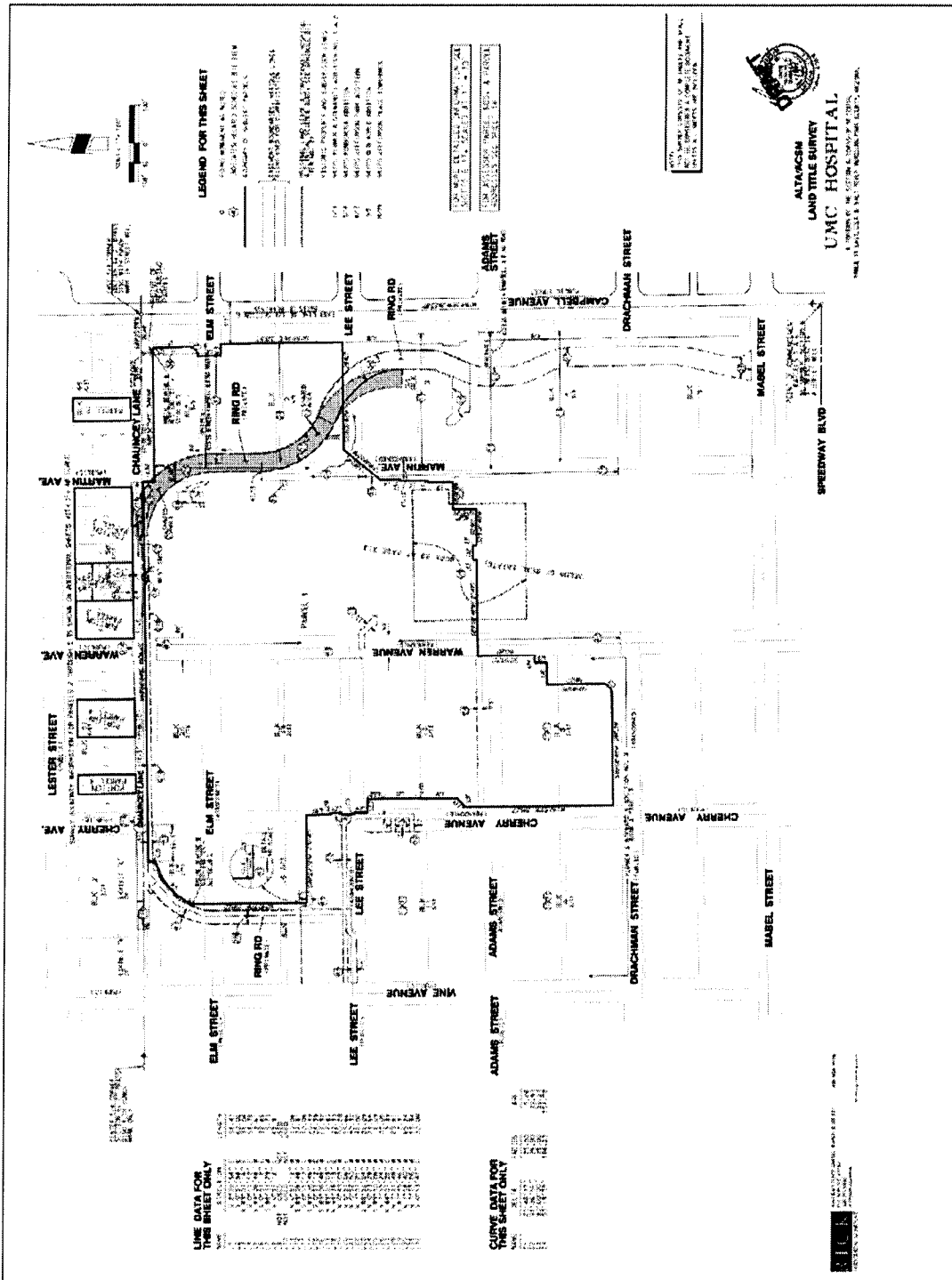


EXHIBIT C
GRAPHIC OF NORTH GREEN

Exhibit 54: North Green Detention

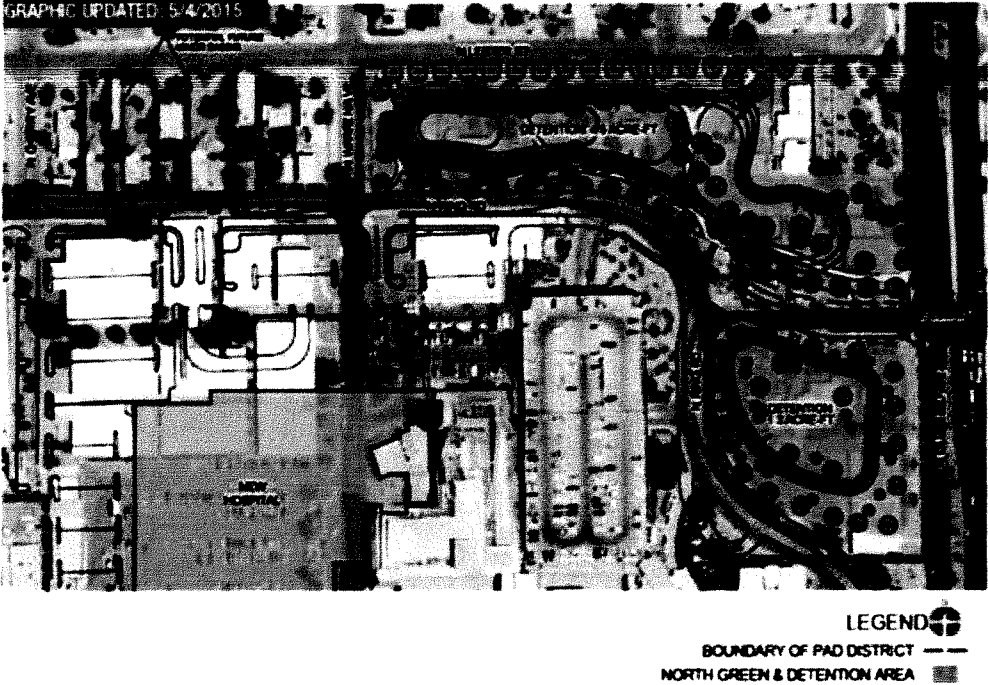


EXHIBIT D
COPY OF HELICOPTER MOU

Memorandum of Understanding
Between
Jefferson Park Neighborhood Association
University Medical Center Corporation
and
The University of Arizona
February 2001

This Memorandum of Understanding ("MOU") is entered into by the University Medical Center ("UMC"), the Jefferson Park Neighborhood Association ("JPNA"), and the University of Arizona ("University"), regarding certain aspects of helicopter operations at the Arizona Health Sciences Center ("Center") in Tucson, Arizona.

I. Spirit of the Agreement.

1. This MOU is the result of consultation and discussion among parties in an attempt to address issues associated with helicopter operations at the Center.
2. The University is the owner of the property on which the Center is located. That property is leased to UMC under a lease and conveyance agreement dated July 1989. Pursuant to that lease and conveyance agreement, the University has authority for master planning of the Center, including review of facilities improvements, and for enforcing policies, guidelines, procedures and practices governing the operation of the University and its tenants at the Center.
3. The University adopted its Comprehensive Campus Plan in 1988, and the Arizona Health Sciences Center Area Plan in 1990. Provisions of those plans require the University and its affiliated organizations to "be responsive to neighborhood concerns" and to attempt to "mitigate, avoid or eliminate adverse impacts on neighbors caused by University activities." In spite of both the University's and UMC's best efforts and notwithstanding previous actions on the part of UMC and the University, UMC and the University pledge to adhere to the aforementioned provisions in the Comprehensive Campus Plan.
4. Helicopter operations at UMC provide an important service to the residents of the Southern Arizona and Tucson metropolitan area.
5. Helicopters have been operating at the Center since 1973. Over the years, the number of helicopter takeoffs and landings has increased significantly.
6. Noise complaints from Jefferson Park increased when the helipad at the Center was relocated from its former ground level site, west of the hospital, to its current elevated helipad north of the hospital.

7. In November of 1994, UMC, JPNA and the University initiated a joint working group to review the impact of noise from flight operations on the neighborhood and to develop potential solutions.
8. As a result of the deliberations of the working group, UMC has developed and adopted flight procedures (the "Fly Friendly Procedures") to reduce and mitigate the effect of helicopter operations on nearby residents. A summary of the Fly Friendly Procedures is included as Attachment 1 and Exhibits 1 and 2 to this MOU. The residents of Jefferson Park have acknowledged that the Fly Friendly Procedures have materially reduced but not eliminated the noise impact of flight operations.
9. The provisions of this MOU incorporate the results of the joint working group's discussion and negotiations.

II. **Effective Date.** This MOU, and the actions of the parties it contemplates, shall become effective on April 1, 2001, provided that on or before that date, formal approval of its terms has been obtained by the University, UMC and JPNA, with each party taking the actions described in paragraph 3 below. If such approval is not obtained by all parties on or before July 1, 2001, then neither this MOU, nor any actions it contemplates, shall be of any force or effect whatsoever.

III. **Obligations of the parties.**

A. **All parties.** All parties to this MOU shall:

1. Meet once each year to review and evaluate helicopter operations at the Center. Meetings shall occur in October of each year, or as the parties otherwise agree. A date for the next meeting shall be set as part of the agenda for each meeting. Periodic updates on helicopter operations will be provided to the Campus Community Relations Committee.
2. Any party may request additional meetings upon fifteen (15) working days notice to the other parties.
3. The designated representatives of the parties for purposes of this MOU shall be:
 - A. For UMC – the Chief Operating Officer. At the time the parties entered into this MOU, that person was John Duval.
 - B. For JPNA – the President of the neighborhood association. At the time the parties entered into this MOU, that person was Doug Denniston.

- C. For the University – the Assistant Vice President for Community Relations. At the time the parties entered into this MOU, that person was Jaime P. Gutierrez.

IV. UMC. UMC shall:

1. Secure approval of this MOU by its chief executive officer.
2. Adopt and enforce, to the extent possible with all users including contract operators, the Fly Friendly Procedures as summarized in Exhibit 1 to govern helicopter operations/missions at the Center.
3. Prepare a baseline study or report summarizing helicopter operations at the Center during 1999 prior to the adoption of this MOU.
4. Prepare and submit an annual report to JPNA and the University summarizing helicopter operations at the Center. Data in this report will include:
 - A. Number of flights flown.
 - B. Types of aircraft used by the UMC contract provider(s).
 - C. Number of complaints received, orally, in writing, by telephone, or in any other form. To fulfill this obligation, UMC's designated representative shall maintain a file of helicopter noise complaints, and UMC shall instruct all offices of UMC to refer any noise complaints to that representative.
 - D. Number of verified violations of the Fly Friendly Procedures.
 - E. Number of landings and/or takeoffs not associated with emergency medical transport.
5. Notify the designated representatives of JPNA and the University, prior to and within a reasonable period of time, any material change(s) in helicopter flight operations at the Center. Material changes will include:
 - A. Change in the type of aircraft assigned to or operating from the Center.
 - B. Change in the number of aircraft assigned to or operating from the Center.

- C. Change in the helicopter flight patterns (including approaches and departures) not directly related to the safe operation of the aircraft under whatever conditions prevail at the time.
 - D. A substantial increase (greater than twenty percent) in the number of helicopter flights or missions in a given quarter.
 - E. Change in the purpose of missions flown to or from the Center.
- 6. UMC will meet within fifteen (15) working days of notice with representatives of JPNA and the University to discuss any material change(s) in helicopter operations at the Center. Within fifteen (15) working days after such a meeting UMC will respond in writing to issues raised in the meeting.
 - 7. If UMC contracts directly with an emergency helicopter operator, UMC will make its best efforts to employ and implement new noise reduction strategies including the use of new technologies when cost effective and practicable.
 - 8. UMC will make a good faith effort to develop alternatives to basing a regional, emergency medical air transport service (i.e. flights involving the transportation of non-UMC medical patients from one medical care center to another) within the AHSC complex.
 - 9. Should it become necessary to base regional, emergency medical air transport services at the center, UMC and the University shall develop an alternative helipad for such operations at a site other than the current or previous AHSC helipads. Development of an alternative helipad shall be based on a noise impact study and designed and sited to minimize its impact on the Jefferson Park neighborhood, while meeting the clinical requirements of UMC. UMC and the University will consult with JPNA prior to making a final determination of the site.

V. JPNA. JPNA shall:

- 1. Secure approval of this MOU from JPNA's governing body.
- 2. Inform residents in the Jefferson Park neighborhood of the agreed upon procedures for filing complaints with UMC regarding helicopter operations at the Center.
- 3. Use the procedures established in this MOU to notify UMC of violations of this agreement including the approved flight procedures.

VI. University. The University shall:

1. Secure approval of this MOU from the President of the University.
2. Assist UMC and JPNA in addressing and resolving questions and conflicts over the operation of the Center.
3. Attempt to identify and secure funding for a noise mitigation program in the Jefferson Park neighborhood.

A. Scope of Understanding.

1. Each party agrees that it shall support actions of each other party that are consistent with this MOU, and upon request of another party shall state such support in writing.
2. Ratification of the MOU shall not imply concurrence of a party in any matter not covered by this MOU.
3. If a party believes that the other party has violated this MOU, it shall contact the designated representative of the other party to discuss the issue. The parties shall attempt, in good faith, to resolve the question and, if no agreement is reached, shall participate in mediation by a mutually agreeable third party. Resources to cover the costs associated with mediation shall be determined at this time.
4. In the event of a material violation of this MOU, the non-violating party shall be relieved of its obligations hereunder. Violation of this MOU shall not give any person or entity, whether or not a party to this MOU, a right to damages, injunctions, or other judicial remedies.

VII. Modifications. At any time while this MOU is in effect, any party may request modifications. Any modification must be ratified by all parties, and all provisions not explicitly modified will remain in effect.

VIII. Termination. This MOU may be terminated at any time, by any party, upon sixty (60) days prior written notification to the other parties.

VIII. Attachment:

Attachment 1 - "*Fly Friendly Procedures*" (Arrival and Departure Flight Plan for Aircraft Flying into University Medical Center), May 1999.


IX. Exhibits:

Exhibit 1 – AHSC (UMC) Helipad Arrival Instructions – May 1999

Exhibit 2 – AHSC (UMC) Helipad Departure Instructions – May 1999

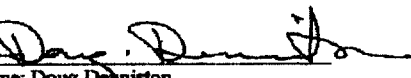
UNIVERSITY

The University of Arizona

By 
Name: Peter Likins
Title: President
Date: 2/28/01


JPNA

JEFFERSON PARK NEIGHBORHOOD
ASSOCIATION, an unincorporated
Voluntary association

By 
Name: Doug Deaconston
Title: President
Date: March 7, 2001

UMC

UNIVERSITY MEDICAL CENTER
CORPORATION, an Arizona non-profit
Corporation

By 
Name: Gregory Pivrotto
Title: President and Chief
Executive Officer
Date: 3/5/01

**ARRIVAL AND DEPARTURE FLIGHT PATH FOR AIRCRAFT FLYING
INTO UNIVERSITY MEDICAL CENTER**

**"NO FLY AREA" IS NORTH OF THE NORTHERN-MOST ELEMENT OF THE RING ROAD,
WEST OF CHERRY AND EAST OF CAMPBELL**

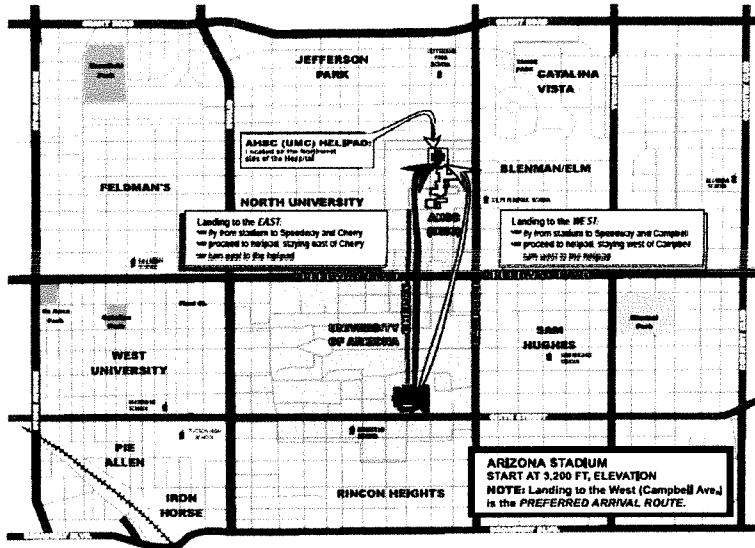
ARRIVALS:

1. Start at University of Arizona stadium at 3,200 ft.
2. If landing to the **WEST**:
 - fly from the stadium to the Speedway and Campbell intersection
 - fly up Campbell (staying close to AHSC – west of Campbell) until due east of the helipad
 - turn west to the landing area
3. If landing to the **EAST**:
 - fly from the stadium to the Speedway and Cherry intersection
 - proceed north (staying close to AHSC – east of Cherry) until due west of the helipad
 - turn east to the landing area

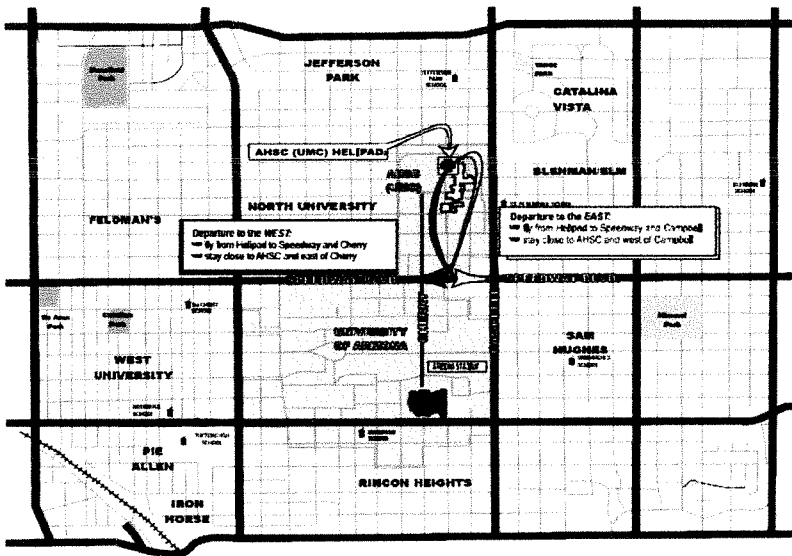
DEPARTURES:

1. If departing to the **WEST**:
 - fly to the Speedway and Cherry intersection (staying close to AHSC – east of Cherry)
 - turn east or west on Speedway after reaching the Speedway and Cherry intersection
2. If departing to the **EAST**:
 - fly to the Speedway and Campbell intersection (staying close to AHSC – west of Campbell)
 - turn east, west or north after reaching the Speedway and Campbell intersection

May 1999



AHSC (UMC) HELIPAD ARRIVAL INSTRUCTIONS
 UMC Facilities Planning, Design & Construction - May 1999



AHSC (UMC) HELIPAD DEPARTURE INSTRUCTIONS
 UMC Facilities Planning, Design & Construction - May 1999