



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: December 13, 2016

or Procurement Director Award []

Contractor/Vendor Name (DBA): United States Air Force

Project Title/Description:

Davis Monthan Land Metering Station

Purpose:

Acquisition of a sewer easement

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

County will have an easement for sewer facilities

Public Benefit:

Provides for the disposal of waste water

Metrics Available to Measure Performance:

\$1/year rent for 25 years

Retroactive:

Yes, contract start date of 09/15/16. The Air Force made minor corrections to easement resulting in delayed execution.

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Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 16*0257

Effective Date: 09/15/2016 Termination Date: 09/14/2041 Prior Contract Number (Synergen/CMS):

[x] Expense Amount: \$ 25 [] Revenue Amount: \$

Funding Source(s): Wastewater Reclamation Department-5008/WW/1187/5550

Cost to Pima County General Fund:

Contract is fully or partially funded with Federal Funds? [] Yes [x] No [] Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? [] Yes [x] No [] Not Applicable to Grant Awards

Vendor is using a Social Security Number? [] Yes [x] No [] Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

[] Expense [] Revenue [] Increase [] Decrease Amount This Amendment: \$

Funding Source(s):

Cost to Pima County General Fund:

Handwritten notes: To: COB. 12.6.14 (4) Ver. 1 yys. 89 Addendum


Procure Dept 12/06/16 PM 01:59

Contact: Bill Satterly

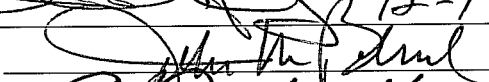
Department: Pima County Real Property

Telephone: 520.724.6318

Department Director Signature/Date:

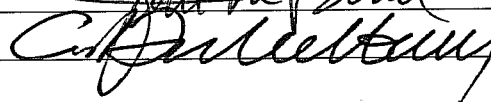
 12-1-16

Deputy County Administrator Signature/Date:

 12/5/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 12/5/16

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
PIMA COUNTY, ARIZONA
ON
DAVIS-MONTHAN AIR FORCE BASE, ARIZONA

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest, does hereby grant and convey to Pima County, a political subdivision of the State of Arizona and authorized to do business in this State of Arizona, a nonexclusive Easement to maintain and operate a flow metering station located outside the main operating base, on, over, under, and across the property on Davis-Monthan Air Force Base (AFB), AZ, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1. Term. This Grant shall be for a term of 25 years commencing 15 Sep 2016 and ending 14 Sep 2041 unless sooner terminated.

1.2. Termination. The Government (United States Air Force) may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary (of the Air Force) will use good faith efforts to give Grantee such advance written notice as the circumstances permit.

2. RENT

The sum of (one) dollars (\$1) per annum, in advance on or before the first day of the calendar year, commencing on the Term Beginning Date specified in para 1.1, and in a single lump sum. The first payment shall be pro rata from the Term Beginning Date to the end of that calendar year. All payments which may be due from this Easement shall be made payable to the Treasurer of the United States and forwarded by the Grantee directly to 355th Civil Engineer Squadron/CEIA, Real Property Office, 3775 S. Fifth Street, Davis-Monthan AFB AZ 85707.

3. CORRESPONDENCE

Any written notices under this instrument shall be made by mailing or hand delivering such notice to the parties at the following addresses.

GRANTOR:
355 CES/CEIA
3775 S. Fifth Street
Davis-Monthan AFB AZ 85707

GRANTEE;
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson AZ 85701

with a copy to:

Director, RWRD
201 N. Stone Avenue, 8th Floor
Tucson AZ 85701

4. USE OF EASEMENT AREA

4.1. Permitted Uses. The Grantee shall use the Easement Area solely for purposes of maintaining, operating, and repairing, as required, the county-owned flow meter station and the Air Force owned related sewer lines connecting the AFB to the public sewer system, all in accordance with that certain Memorandum of Agreement (MOA) Number CTN 16-50, executed by the Parties and dated 17 November 2015 by Pima County and dated 26 October 2015 by the 355th Mission Support Group, Davis-Monthan AFB Arizona. Grantee's use of the Easement area shall comply with all Applicable Laws. The Grantee shall not use or occupy the Easement area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government. Easement is subject to the existing Right-of-Way Easement DA-04-353-ENG-9544 between Pima County and the United States Air Force.

4.2. Grantee Access. Grantee is granted the nonexclusive right to use the walkways, streets, and roads and such other access routes as are necessary on Davis-Monthan AFB, AZ in common with the Grantor and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

4.3. Grantor's Right of Access And Inspection. Grantor shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice. Grantor may allow the construction of trails crossing over Easement area, provided they cross as perpendicular as

reasonably possible to the easement. New trails should also be located a minimum distance of 50 feet from existing sewer structures, and as far from sewer structures as reasonably possible.

4.4. Grantor's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Grantor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Grantor, or its duly authorized representatives, may from time to time impose.

4.5. No Obstructions. Neither Party shall use the Easement Area nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use or an Outgrantee's use of the premises, as provided in this Easement or its reservations.

4.6. Limitation Of Grantee Rights. Except as is reasonably required to effect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Grantor, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

5.1. Termination. This Easement may be terminated in whole or in part by the Grantor for Grantee's failure to comply with the terms of this Easement, and Grantor may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Grantor shall give written notice of any termination, which shall be effective as of the date of the notice.

5.2. Remedies For Non-Compliance. In the event the Grantee fails to comply with any obligation under this Easement, the Grantor may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Grantor for its attorney fees and costs.

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

Use of Easement is "non-exclusive" This Easement is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Air Force may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Grantor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

8. MAINTENANCE OF EASEMENT AREA

8.1. Maintenance of Easement Area. The Grantee shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement provided, however, Grantee's responsibilities do not include a duty to repair damage to the Easement Area caused by Grantor or third parties nor do they include a duty to conduct preservation, maintenance, repair, and management activities in the Easement Area that are routinely performed by Grantor on its surrounding property. Further, Grantee will not be responsible for maintaining portions of the Easement Area containing asphalt millings stockpiled by the City of Tucson.

8.2. Damage to Government Property. If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

[Reserved]

10. INSURANCE

10.1. Risk of Loss. The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2. Grantee Insurance Coverage. During the entire Easement Term, the Grantee, at no expense to the Government, shall carry and maintain the following types of insurance;

10.2.1. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective at all times throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies, and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.1.1 The insurance carried and maintained by the Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which the Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.2.2 Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified, and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer.

10.2.2 Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

10.2.3 (added) Notwithstanding any other provision of this Lease, the Lessee may, with the prior consent of the Government, self-insure any risk for which insurance coverage is required under this Lease; provided, however, that if the Lessee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this Lease, the Lessee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this Lease when added to any such self-insurance. In order to obtain the consent of the Government to self-insure, the Lessee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Lessee's self-insurance is subject, the Lessee's source of funds to pay any claim from any risk for which insurance is required under this Lease, and any other information which the Government may require to assess the Lessee's request. If commercial insurance is required for any purpose, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided in this Lease.

10.3. General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to

do business and to issue the insurance policies required under this Paragraph 10 in the State of Arizona; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.4. Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

10.5. Damage or Destruction of Easement Area. In the event all or part of the Easement Area (excluding all areas containing stockpiled asphalt tailings as described in paragraph 8.1) is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1. In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2. In the event that the Government, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1. Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area and the operation of the Installation.

11.2. Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 17 November 2008.

12. COSTS OF UTILITIES/SERVICES

Reserved

13. RESTORATION

13.1. Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Grantor may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Grantor's satisfaction. Grantor shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Grantor's notice of termination. Alternatively, at those same times, Grantor may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Grantor. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Grantor and shall be effective on the Easement Term Expiration Date specified in para 1.1, or the effective date of any abandonment or termination, without additional consideration therefore. Grantee shall execute any documentation reasonably requested by the Grantor to confirm any transfer or conveyance.

13.2. Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Grantor's option, Grantee's improvements and personal property located on the Easement Area shall either become Grantor's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against Grantor, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Grantor for any expenses it incurs to restore the Easement Area to the condition required by this grant within

thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

The Grantee may not assign this Easement without the prior written consent of the Grantor.

15. LIENS AND MORTGAGES

Reserved

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Grantor to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Grantor for any civil or criminal fines or penalties levied against the Grantor for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Grantor, indemnify Grantor for all costs of completing such cleanup, abatement, or response action.

16.2. Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3. Indemnification. The Grantee shall, to the extent permitted by law, indemnify the Grantor, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Grantor and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with

the obligations of this Easement or of any applicable laws that may be in effect from time to time.

16.4. Government Caused Environmental Damage. Grantee does not assume any of Grantor's liability or responsibility for environmental impacts and damage resulting from Grantor's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5. Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted law enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Law. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

16.6. Grantee Response Plan. The Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills.

16.7. Pesticide Management. Any pesticide use will require prior Government approval.

16.8. Compliance with Water Conservation Policy. The Grantee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), from the Term Beginning Date through the Term Expiration Date, specified in para 1.1.

16.9. Protection of Environment and Natural Resources. The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

16.10. Pesticides and Pesticide Related Chemicals in Soil. The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for injury or death of any person affected by such soil conditions whether the person is warned or not.

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

Reserved

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Compliance With Health and Safety Plan. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2. Occupational Safety and Health. The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Easement Area, the Grantee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Term Beginning Date specified in para 1.1, the Government shall provide the Grantee access to the IRP records applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of the IRP records affecting the Easement Area. The Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Grantee's quiet use and enjoyment of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee or any assignees, licensees, or invitees should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's or any of its assignee's, licensee's, or invitee's use of the Easement Area. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due

to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.2. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.3. ACCESS FOR RESTORATION

20.3.1. Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the Air Force and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the Air Force to ensure Air Force's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.3.2. The United States Environmental Protection Agency (USEPA) and State of Arizona, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with Air Force's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide

reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY / ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Baseline Survey ("EBS") for the Easement Area dated 17 February 2015 has been delivered to the Grantee and is attached as Exhibit D hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Term Beginning Date as determined from the records and analyses reflected therein. *The* EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1. Covenant Against Contingent Fees. The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

22.2. Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3. Facility Nondiscrimination. As used only in this Condition, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1. The Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2. The Parties agree that in the event of the Grantee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

22.4. Gratuities.

22.4.1, The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3, If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4. The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

22.5. No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6. Records and Books of Account. The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement,

22.7. Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8. Counterparts. This Easement is executed in three (3) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

22.9. Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10. Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

22.11. Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12. Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13. Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14. Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

22.16. No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17. Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state of Arizona; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or

unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2. Installation Access. The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3. Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4. No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, lessees, licensees, or invitees as prescribed under their easements, lease agreements, or Applicable Laws.

25. APPLICABLE LAWS

25.1. Compliance With Applicable Laws. The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1. “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2. Permits, Licenses, and Approvals. The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

25.3. No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises proprietary federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

25.5. Minimum Wage Under Executive Order 13658 and 29 CFR Part 10. This condition is required to be included in contract-like instruments entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public; and when the wages of the workers under such contract or contract-like instrument are governed by the Fair Labor Standards Act, the Services Contract Act, or the Davis Bacon Act. If applicable, the grantee (and any contractor/sub-contractors of any tier (hereafter, “Contractors”)) must comply with Executive Order 13658 (E.O.) and 29 CFR Part 10, and as such order and regulation may amended from time to time. Therefore, as applicable, this clause shall be inserted in all such covered contracts and shall require such Contractors to include this clause in any covered contracts in connection with the use of this federal property. Grantee shall ensure the clause is properly inserted in such covered contracts, including its own contracts and shall be responsible for such compliance. The grantee must comply with the requirements of this clause, in conjunction with the requirements of the E.O and 29 CFR Part 10 in their entirety. In the event a conflict arises between the provisions of this clause and the requirements of the E.O. and 29 CFR Part 10, the E.O. and 29 CFR Part 10 (and as such order and regulation(s) may be amended from time to time) prevail.

25.5.1. If Contractor employs such covered workers, Contractor must comply with the E.O. and 29 CFR Part 10 (including as such order and regulation(s) as may be amended), the minimum hourly wage rate required to be paid to workers performing on, or in connection with, contracts, subcontracts, or contract-like instruments subject to the E.O. and 29 CFR Part 10, and pay its covered workers at least \$10.10 per hour beginning 1 January 2015; and beginning 1 January 2016, and annually thereafter, the hourly wage amount determined by the Secretary of Labor pursuant to the E.O. and 29 CFR part 10 (including as such order and regulation(s) as may be amended). The Administrator of the Wage and Hour Division (the Administrator) will notify the public of the new E.O. minimum wage rate at least 90 days before it is to take effect. For covered tipped workers, as defined under 29 U.S.C. 203, the hourly cash wage the grantee must pay such workers shall be at least \$4.90 an hour beginning January 1, 2015 and increase this hourly cash wage each succeeding year as required pursuant to the E.O. and 29 CFR Part 10 (including as such order and regulation(s) as may be amended). The grantee (or contractor/sub-contractor) is responsible for reviewing the rates established by the Secretary of Labor each year for covered wage workers, properly determining the minimum hourly wage for tipped employees, complying with E.O. and 29 CFR Part 10 (including as such order and regulation(s) as may be amended), and paying the required minimum wage for such covered workers each year.

25.5.2. Definitions. As used in this clause

25.5.2.1. United States means the 50 states and the District of Columbia.

25.5.2.2. Worker.

25.5.2.2.1. Any person engaged in performing work on, or in connection with, a contract covered by the E.O., and (i) whose wages under such contract are governed by the Fair Labor Standards

Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV, Davis Bacon Act), (ii) other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541, (iii) regardless of the contractual relationship alleged to exist between the individual and the employer.

25.5.2.2.2. Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

25.5.2.2.3. Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

25.5.3. The E.O. Minimum Wage rate.

25.5.3.1. The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

25.5.3.2. The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable EO minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this clause.

25.5.3.3. Price adjustments to contracts, subcontracts

25.5.3.3.1. The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

25.5.3.3.2. Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to section 25.5.3.2. Contractors shall consider any subcontractor requests for such price adjustment.

25.5.3.3.3. The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in section 25.5.3.3.1 of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

25.5.3.4. The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

25.5.3.5. A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

25.5.3.6. The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

25.5.3.7. The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

25.5.3.8. Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this Section 25.5.3.

25.5.3.9. The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

25.5.3.10. The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

25.5.4. Applicability

25.5.4.1. This clause applies to workers as defined in paragraph 25.5.2.2. As provided in that definition--

25.5.4.1.1. Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

25.5.4.1.2. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

25.5.4.1.3. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

25.5.4.2. This clause does not apply to--

25.5.4.2.1. Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

25.5.4.2.2. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

25.5.4.2.2.1. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

25.5.4.2.2.2. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

25.5.4.2.2.3. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 CFR part 541).

25.5.5. Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

25.5.6. Payroll Records.

25.5.6.1. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

25.5.6.1.1. (i) Name, address, and social security number;

25.5.6.1.2. (ii) The worker's occupation(s) or classification(s);

25.5.6.1.3. (iii) The rate or rates of wages paid;

25.5.6.1.4. (iv) The number of daily and weekly hours worked by each worker;

25.5.6.1.5. (v) Any deductions made; and

25.5.6.1.6. (vi) Total wages paid.

25.5.6.2. The Contractor shall make records pursuant to section 25.2.6.1 of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

25.5.6.3. The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

25.5.6.4. Failure to comply with this section 25.5.6. shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

25.5.6.5. Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

25.5.7. Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

25.5.8. Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

25.5.9. Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These

disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

25.5.10. Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

25.5.11. Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

25.5.12. Subcontracts. The Contractor shall include the substance of this clause, including this section in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

25.6. Grantee Right to Contest. The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Paragraph 25. The Government shall not be required to join in

26. AVAILABILITY OF FUNDS

The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

The requirements of 10 U.S.C. § 2662 have been met.

28. AMENDMENTS

This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties, Such amendments may include, but are not limited to, extensions of the Easement Termination Date.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1. No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that

may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2. Grantee Liability. Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other Grantee-controlled person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENTS

This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior easements that may by their terms survive the termination or expiration of those easements, except to the extent such obligations are inconsistent with this Easement.

34. EXHIBITS

Four (4) exhibits are attached to and made a part of this Grant, as follows:

- Exhibit A - Description of Premises
- Exhibit B - Map of Premises
- Exhibit C - Physical Condition Report
- Exhibit D - Environmental Baseline Survey

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the _____ day of _____, 20 ____.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: _____
ROBERT E. MORIARITY, P.E., SES
Director,
Installations Directorate

[CHECK STATE LAW REQUIREMENTS FOR ACKNOWLEDGING CONVEYANCE DOCUMENTS AND INCLUDE THE ACKNOWLEDGEMENT FORM BELOW THAT COMPLIES WITH STATE LAW REQUIREMENTS.]

State of

County of

This document was acknowledged before me, the undersigned Notary Public, by
on this the day of 20____

Notary Public, State of

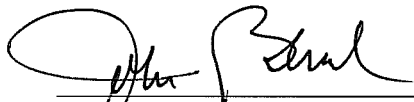
ACCEPTANCE

The Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.
DATED; _____ day of _____, 20 ____.

GRANTEE: Pima County, Arizona

RECOMMENDATION FOR APPROVAL:

BY: 
NEIL J. KONIGSBERG, Manager
Real Property Services


JOHN BERNAL
Deputy County Administrator-Public Works

APPROVED AND ACCEPTED BY PIMA COUNTY:

Chairperson
Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

By: 
TOBIN ROSEN
Deputy County Attorney



EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT
DAVIS MONTHAN AIR FORCE BASE

All that portion of Sections 22 and 27, Township 14 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona, being a 150 foot strip of land 75 feet on each side of a centerline more particularly described as follows;

BEGINNING at the Northwest corner of said Section 27, being a 3" Arizona Highway Department BCSM in a casting to which the west quarter corner of said Section 22, a 2" BCSM in a casting bears North 01°04'25" West a distance of 2,630.01 feet;

THENCE along the north line of said Section 27, North 89°47'35" East a distance of 2,880.00 feet to a **POINT OF TERMINUS**, said point being 50 feet east of Pima County Manhole ID # 1769-13 as measured perpendicular to said section line.

The sidelines of said 150 foot strip to be extended or shortened to intersect with the east right of way line of Alvernon Way to the west and to end perpendicular to said Section line on the east.

Together with the following described parcels:

Parcel 1:

COMMENCING at said northwest corner of Section 27;

THENCE along said north line of Section 27, North 89°47'35" East a distance of 915.78 feet;

THENCE South 00°12'25" East a distance of 75.00 feet to the **POINT OF BEGINNING**;

THENCE along a line 75 feet south of and parallel with said section line North 89°47'35" East a distance of 358.63 feet to the point of cusp of a non-tangent curve concave to the southeast having a radius of 4443.56 feet a central angle of 04°32'19" and to which a radial line bears North 42°22'14" West;

THENCE along said curve to the left a distance of 352.00 feet to the end of said curve and non-tangent point;

THENCE North 23°45'02" West a distance of 268.73 feet to the **POINT OF BEGINNING**.

Parcel 2:

COMMENCING at said northwest corner of Section 27;

THENCE along said north line of Section 27, North 89°47'35" East a distance of 1451.34 feet;

THENCE South 00°12'25" East a distance of 75.00 feet to the **POINT OF BEGINNING**;

THENCE along a line 75 feet south of and parallel with said section line North 89°47'35" East a distance of 659.70;

THENCE South 28°23'49" West a distance of 648.36 feet to the beginning of a tangent curve concave to the northwest having a radius of 420.00 feet and a central angle of 26°43'31";

THENCE along the arc of said curve to the right a distance of 195.91 feet to a point of non-tangency;

THENCE North 39°16'14" West a distance of 21.04 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 318.84 feet a central angle of 184°50'17" and to which a radial line bears South 40°19'52" East:

THENCE along the arc of said curve to the left a distance of 1028.59 feet to a point of non-tangency;

THENCE North 47°31'56" West a distance of 19.03 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 2567.44 feet a central angle of 07°10'14" and to which a radial line bears North 45°48'38" West:

THENCE along the arc of said curve to the right a distance of 321.31 feet to the **POINT OF BEGINNING**.

Parcel 3:

COMMENCING at said northwest corner of Section 27;

THENCE along said north line of Section 27, North 89°47'35" East a distance of 1662.38 feet;

THENCE North 00°12'25" West a distance of 75.00 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 2400.00 feet and a central angle of 14°10'46" and to which a radial line bears North 32°52'41" West, said point also being the **POINT OF BEGINNING**;

THENCE along the arc of said curve to the right a distance of 593.95 feet to a point of tangency;

THENCE North 71°18'05" East a distance of 379.54 feet;

THENCE South 22°49'11" East a distance of 13.54 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 969.28 feet and a central angle of 30°57'45" and to which a radial line bears North 29°22'55" West;

THENCE along the arc of said curve to the left a distance of 523.80 feet to a point on a line 75.00 feet north of and parallel with the north line of Section 27;

THENCE along said parallel line South $89^{\circ}47'35''$ West a distance of 531.43 feet to the **POINT OF BEGINNING**.

Parcel 4:

COMMENCING at said northwest corner of Section 27;

THENCE along said north line of Section 27, North $89^{\circ}47'35''$ East a distance of 2145.21 feet;

THENCE South $00^{\circ}12'25''$ East a distance of 75.00 feet to the **POINT OF BEGINNING**;

THENCE along a line 75 feet south of and parallel with said section line North $89^{\circ}47'35''$ East a distance of 734.79 feet;

THENCE South $00^{\circ}12'25''$ East a distance of 50.00 feet to a point on a line 125.00 feet south of and parallel with said north line of Section 27;

THENCE along said parallel line South $89^{\circ}47'35''$ West a distance of 666.70 feet;

THENCE South $28^{\circ}23'49''$ West a distance of 704.06 feet;

THENCE North $61^{\circ}36'11''$ West a distance 86.58 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 450.00 feet and a central angle of $06^{\circ}27'39''$ and to which a radial line bears South $55^{\circ}08'32''$ East;

THENCE along the arc of said curve to the left a distance of 50.74 feet to a point of tangency;

THENCE North $28^{\circ}23'49''$ East a distance of 664.72 feet to the **POINT OF BEGINNING**.

Parcel 5:

COMMENCING at said northwest corner of Section 27;

THENCE along said north line of Section 27, North $89^{\circ}47'35''$ East a distance of 2553.47 feet;

THENCE North $00^{\circ}12'25''$ West a distance of 75.00 feet to the **POINT OF BEGINNING**;

THENCE North $32^{\circ}26'20''$ West a distance of 269.07 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 994.35 feet and a central angle of $01^{\circ}44'46''$ and to which a radial line bears North $41^{\circ}25'57''$ West;

THENCE along the arc of said curve to the right a distance of 30.31 feet to a point of non-tangency;

THENCE South 32°26'20" East a distance of 292.26 feet to a point on a line 75.00 feet north of and parallel with the north line of Section 27;

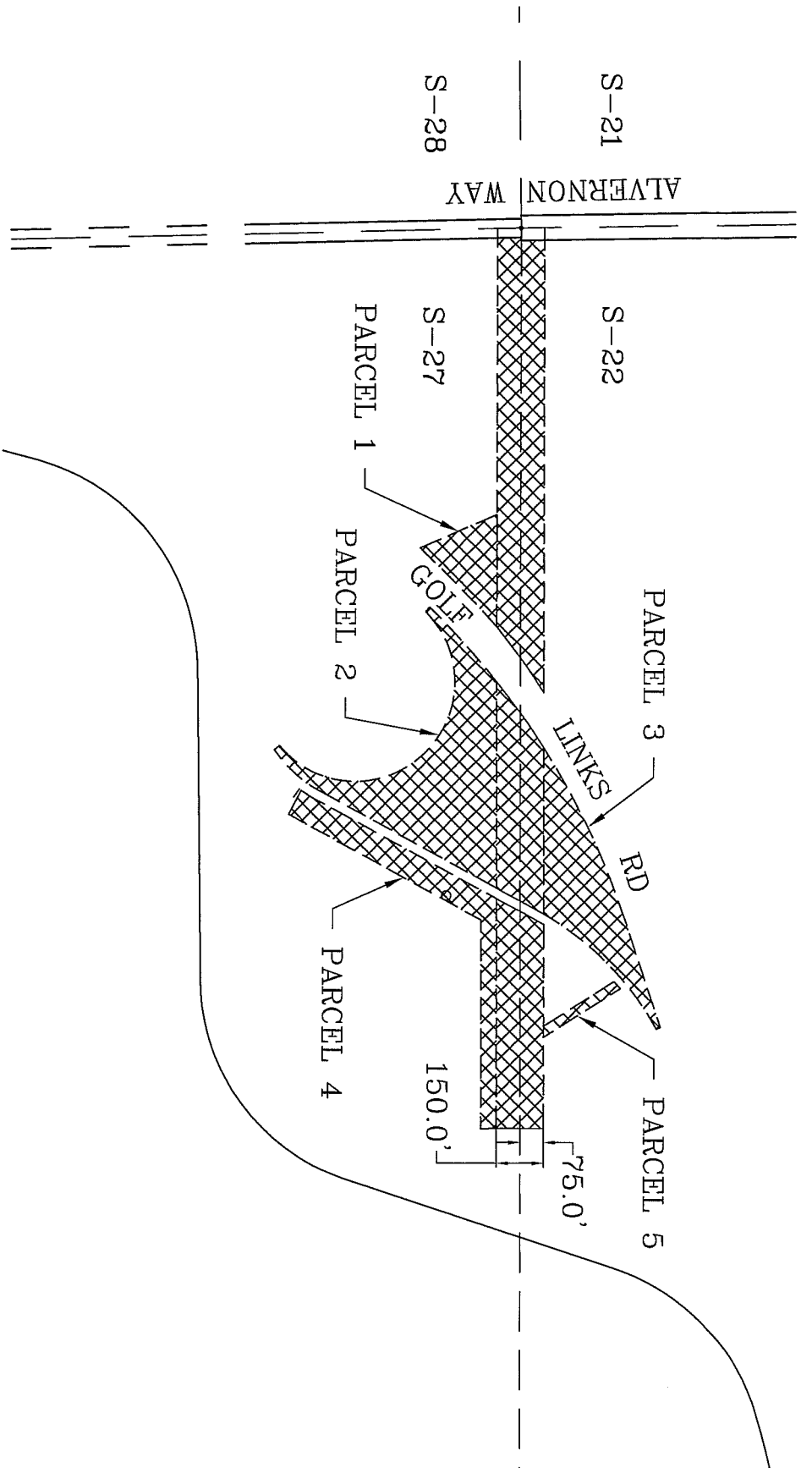
THENCE along said parallel line South 89°47'35" West a distance of 35.47 feet to the **POINT OF BEGINNING.**

EXCEPTING there from any portion within the existing rights of way of Alvernon Way, Golf Links Road and Golf Links ramps.



Expires 31 March 2018

EXHIBIT "B"



PIMA COUNTY SURVEY

A PORTION OF SECTIONS 22 & 27, TOWNSHIP 14 SOUTH,
RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA



Scale: 1" = 500'

Date: 21 January 2016

Drawn By: DRT

Sheet 1 of 1

EXHIBIT C

PHYSICAL CONDITION REPORT

The Pima County Regional Wastewater Reclamation Department will accept the Flow Metering Station from Davis-Monthan AFB property, located outside the main base perimeter to maintain, operate, and repair as necessary. As of the 1st day of March, 2016, the condition of the property consists of bladed areas with wildcat dumps and disturbed areas ranging from light vehicle damage to graded surfaces containing large material stockpiles.

PIMA COUNTY, TUCSON, AZ

By:


NEIL J. KONIGSBERG, Manager
Real Property Services

DAVIS-MONTHAN AFB, AZ

By:

SHERI L. MCNAMARA
Real Property Officer

EXHIBIT D



Davis Monthan Air Force Base, Arizona

Phase I Environmental Baseline Survey:
25 Year Permanent Easement for Flow Meter Station
Tucson, AZ

February 17, 2015

**Phase I Environmental Baseline Survey (EBS)
25 Year Permanent Easement for Flow Meter Station
Tucson, AZ**

**355th Civil Engineer Squadron
Davis-Monthan AFB 85707
February 17, 2015**

Prepared in accordance with Department of the Air Force Instruction 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, Dated April 25, 1994, which implements Air Force Policy Directive 32-70, Environmental Quality.

Executive Summary

The U.S. Air Force (USAF) and Pima County, Tucson, Arizona, agreed to construct a wastewater flow metering station on Davis-Monthan Air Force Base. The station is currently under construction by the County, but funded by the 355th Fighter Wing. The metering station will provide a more accurate reading of wastewater flows from DMAFB to the County's wastewater treatment facility. The metering station is located outside the DMAFB fence line and will be owned and operated by the County.

1.0 PURPOSE OF THE ENVIRONMENTAL BASELINE SURVEY

The purpose of this easement survey is to determine and state the condition of this real property that is ultimately owned by DMAFB, AZ, to be issued to Pima County for purposes stated in Executive Summary. This report documents the nature, magnitude, and extent of any environmental contamination of property considered for this outgrant. All potential environmental contamination liabilities associated with the subject real property transaction are discussed. The research team that prepared this report has assembled and analyzed sufficient information to assess the health and safety risks and determine that the proposed action will ensure adequate protection of human health and the environment related to the subject real property action.

This Phase I Environmental Baseline Survey (EBS) is intended to:

Document known or suspected environmental contamination of the subject property (soil, water, structures, and/or equipment);

Identify potential environmental contamination liabilities;

Establish environmental due diligence;

Develop information with which to assess health and safety risks to the extent that sampling activities were part of the project scope; and

Contribute to a process that is protective of human health and the environment.

1.1 Boundaries of the Property and Survey Area

The subject property is located in portions of Township 14 South, Range 14 East, Portions of Sections 22, 23, 25, 26 and 27, Gila & Salt River Meridian, Pima County, Arizona and more particularly described in attached Appendix F. A USGS Topographical Map of the area is included in Appendix B, Figure 1.

2.0 SURVEY METHODOLOGY

2.1 Approach and Rationale

The Phase I EBS investigation was conducted in accordance with Department of the Air Force Instruction (AFI) 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, dated April 25, 1994, which implements Air Force Policy Directive 32-70, *Environmental Quality*. Procedures documented in the AFI Chapter 2 (*Conducting Phase I of the EBS*) were followed during records searches, literature reviews, interviews, site visits, and formulation of conclusions.

Reasonably obtainable documents were reviewed, a visual site inspection was completed, records were requested, and interviews were conducted with individuals familiar with the current use and past history of the site.

2.1.1 Description of Documents Reviewed

The 2010 EBS for this project was reviewed, in the EBS was a drawing of the proposed area was found. It is included in Appendix B, Figures 2.

The Arizona State Land Parcel Viewer (sco.az.gov/website/parcels/viewer.htm) was used to review current ownership information, in addition to any grazing allotments, mineral leases, or recent sales recorded against the property or properties in the vicinity.

Federal and state databases were accessed to search for any history of hazardous waste storage, use, treatment, or disposal, and similar records for landfills and other regulated substances such as petroleum compounds and polychlorinated biphenyls (PCBs) (EDR 2009c). The database search met the requirements of the *Standard Practice for Environmental Site Assessments*, E 1527-05, published by the American Society for Testing and Materials.

The web sites and data bases searched include:

- ADEQ Hazardous Material Incident Logbook (Covers up to 15 Nov 2001) Web Site

- USCG National Response Home Page

- National Response Center Query/Download NRC Data (Covers 1990-2014) Web Site

- ADEQ Air Quality Program eMap

- ADEQ Hazardous Materials Search web Site

- ADEQ School Bus Idling Program eMap

- ADEQ Waste Program eMap

ADEQ Water Quality eMap

EPA Region 9 Superfund web site

USGS Web Site

USGS EarthExplorer Web Site

Department of the Interior – BLM – Public Land Survey System (PLSS) Data Base

Arizona State Land Department (ASLD) Parcels Viewer Web Site

Google Maps Web Site

USDA Natural Resources Conservation Service Arizona Web Site

2.1.2 Property Inspections

The objective of the property inspection was to identify any visual or olfactory evidence of environmental conditions in connection with the subject property or adjoining properties to the extent not obstructed by geography, terrain or other obstacles.

355 CES/CEIE staff completed a site visit on 7 November 2014, and did not observe environmental contamination on the property. However, we did observe a debris pile of road tailings to the north of the area of this project. A map of the subject property is included as Figure 1 of Appendix B. Selected site photographs are included in Appendix C of this report.

2.1.3 Personal Interviews

The following personnel were contacted regarding site history for the subject property:

Sheri McNamara, 355 CES, Realty Manager

John R. Maisch, 355 CES, Water/Waste Water Program Manager

Kevin Wakefield, 355 CES, Natural/Cultural Resource Manager

Leah Proffitt, 355 CES, Air Quality and Toxics Program Manager

Contact information for persons interviewed during data collection efforts is provided in Appendix D of this document.

2.1.4 Sampling

Sampling of environmental media was not incorporated into the scope of the project. If investigators had suspected that such environmental sampling was warranted, their course of action would have been to notify Davis-Monthan AFB environmental managers for the effort to be handled by others or under a separate task assignment.

3.0 FINDINGS FOR THE SUBJECT PROPERTY

3.1 History and Current Use

History. This land was outgranted to Pima County Department of Transportation and Flood Control in December 1985 and is in perpetuity. In 1981, Pima County and the City of Tucson worked on the transportation corridor project in an effort to determine the most beneficial transportation improvements for the metropolitan area in and around Davis-Monthan AFB. This work was completed on 2 Jun 91, when the Federal Highway Administration approved the Environmental Impact Statement (EIS) for the Kolb Corridor and on 1 Jul 81, when the EIS for the Palo Verde Corridor was approved. Subsequently, location and design approval for the selected alternative in each corridor was received from the Federal Highway Administration. At that time the County and City were acquiring the necessary right of way for the Kolb and Palo Verde Corridor improvements and preparing the final plans and specifications. With respect to DMAFB, Pima County and the City of Tucson, requested a perpetual easement over all lands necessary for the construction of Kolb, Valencia and Golflinks/Alvernon Roads.

Current Use. Same as “history”—open area, vegetated state.

3.2 Environmental Setting

Davis-Monthan AFB is located in the eastern portion of the Tucson Basin, a 1,000 square-mile broad desert valley. The Tucson Basin is a structural feature filled with alluvium eroded from the surrounding mountains and deposited by ephemeral streams and wind. In general, the deposits consist mainly of Quaternary (Pleistocene and Holocene, less than 10 million years old) unconsolidated and semiconsolidated sediments with grain sizes ranging from clays to boulders of granite, granite gneiss, schist, andesite, basalt, rhyolite, sandstone, and limestone.

Geology. In general, the alluvial deposits present on the tract consist primarily of Quaternary (Pleistocene and Holocene, less than 1 million years old) unconsolidated and semi-consolidated sediments with grain sizes ranging from clays to boulders of granite, granite gneiss, schist, andesite, basalt, rhyolite, sandstone, and limestone. In ascending order, geologic units occurring under Davis-Monthan AFB include the Pantano Formation; the lower, middle, and upper Tinja Beds; and the Fort Lowell Formation. The Pantano Formation was deposited between 38 and 26 million years before present during times of basin subsidence. The upper Tinja Beds and overlying strata formed as the Tucson Basin began to fill more rapidly than it subsided and trough-flowing drainage developed. Faults within the Tucson Basin have not been active in historic time. The above strata are present below the subject site at depth (USAF 1990).

Soils. The various rock types noted above weathered into sand sized particles and formed the thick, well- drained soils on valley plains throughout the Tucson Basin. The particular soils at this site are typical of those in much of the area and are known as Mojave soils. The Mojave are very deep (60 inches) but are not particularly fertile and are subject to wind and water erosion. Soils are of low to moderate permeability of 3×10^{-4} to 3×10^{-3} (USAF 1990).

Ground Water. The Tucson Metropolitan area, including Davis-Monthan AFB, is dependent on groundwater sources for all domestic supplies. Most of the wells on base and adjacent to the base, tap the Tinja Beds as discussed in the Geology section above. In addition to the Tinja Beds, the Fort Lowell Formation provides groundwater, but at a lower volume and recharge rate. The aquifer is present in interfingering sand, gravel, silt, and clay in these formations. The source strata are approximately 280 to 325 feet below grade in the immediate vicinity of Davis-Monthan. Several ground water monitoring wells and production wells are present on DMAFB. Quality has historically met EPA national Interim Drinking Water Regulations, Secondary Standards (USAF 1990).

Surface Water. The Santa Cruz River drains the Tucson basin with a general flow to the northwest, though at the point nearest the base the flow is virtually due north. The nearest stream which ultimately feeds into the Santa Cruz is Julian Wash, one mile southwest of the base. All drainageways, even the Santa Cruz, are dry most of the year and flow only during and soon after storms (USAF 1990).

Vegetation. All of Southern Arizona as well as adjacent Mexico which is at relatively low elevation consists of a vegetative habitat known as Sonoran Desert scrub. Davis-Monthan AFB includes substantial areas of unimproved land inhabited by native plant communities (approximately 4,741 acres, or about 45 % of the total). The most common native vegetative association in the lower elevations in the region is the creosote bush-bursageis. Other communities interspersed within the larger community include cacti, shrubs and small trees; specifically prickly pear, cholla, saguaro, barrel cactus, white mesquite, palo verde, acacia, and ironwood. Though the specific site of this easement is essentially "bare earth," the area nearby includes much of this biological community.

Wildlife. The creosote-bursage vegetative association supports a wide variety of animal life including such species as coyote, jackrabbit, cottontail rabbit, cactus wren, curved bill thrasher, Gambel's quail, Inca dove, and numerous rodents. Common reptiles indigenous to the base

include the regal horned lizard, eastern fence lizard, gopher snake, and western diamondback rattlesnake. The fact that much of the area is now covered by pavement, with much of the area cleared, has lessened the presence of wildlife, but some common mammals, birds, and reptiles are still present.

Wetlands. There are no wetlands on Davis-Monthan AFB.

Threatened and endangered species. Although a large number of federally and state-listed threatened, endangered, and status review plant and animal species occur in the vicinity of Davis-Monthan AFB, no evidence has been found to indicate their presence on base. D-M has no identified threatened or endangered species. However, the base does have a number of active burrowing owls which are protected by the Migratory Bird Treaty Act. Arizona Game and Fish personnel will provide assistance in assessment and mitigation of any active burrows issues that arise during a project.

3.3 Hazardous Substances

3.3.1 Hazardous Materials and Petroleum Products

Based on historical use of the subject property, and visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of hazardous materials and petroleum products was suspected or observed.

3.4 Storage Tanks

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of above- or underground storage tanks was suspected or observed.

3.5 Oil/Water Separators

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of oil/water separators was suspected or observed.

3.6 Pesticides

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), the presence of pesticides was not suspected nor observed.

3.8 Medical or Biohazardous Waste

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of medical or biohazardous waste was suspected or observed.

3.9 Ordnance

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of ordnance was suspected or observed.

3.10 Radioactive Wastes

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of radioactive waste was suspected or observed.

3.11 Solid Waste

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no solid waste was observed on-site.

3.12 Groundwater

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no groundwater contamination was suspected.

3.13 Wastewater Treatment, Collection, and Discharge

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the

Arizona State Land Department (ASLD), no current or former presence of wastewater treatment collection and discharge was identified.

3.14 Drinking Water Quality

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of water wells was suspected or observed.

3.15 Asbestos

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of asbestos was suspected or observed.

3.16 Polychlorinated Biphenyls

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of PCBs was suspected or observed.

3.17 Radon

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of radon was suspected.

3.18 Lead-Based Paint

Based on historical use of the subject property, a visual inspection of the site, and records available online from both the Arizona Department of Environmental Quality (ADEQ) and the Arizona State Land Department (ASLD), no current or former presence of lead-based paint was suspected or observed.

4.0 FINDINGS FOR ADJACENT PROPERTIES

The ADEQ and ASLD databases were searched online and the information discovered is presented in Appendix B, Figures 4-7.

No documents or other evidence was identified regarding locations and types of hazardous materials, hazardous waste, or other regulated substances either on or in close proximity to the subject property.

4.1 Land Uses

During construction of the flow metering station the County was granted temporary Right-of-Entry to perform the work. The subject property is contained outside the perimeter of the main base boundaries with which Pima County has an easement in perpetuity.

4.2 Surveyed Properties

The adjacent properties were visually inspected on November 7, 2014. No conditions were observed that would indicate presence of environmental contamination near the subject property.

5.0 APPLICABLE REGULATORY COMPLIANCE ISSUES

5.1 List of Compliance Issues

No compliance issues have been identified as a result of this survey

5.2 Description of Corrective Actions

No needed corrective actions were identified for the subject property.

5.3 Estimates of Various Alternatives

This section is not applicable to the current document.

6.0 CONCLUSIONS, DATA GAPS

Future actions necessary to address the environmental condition of the property have not been identified as a result of this environmental baseline survey.

6.1 Facility Matrix

Building	Facility	Identified Conditions	Property Category Code
N/A	N/A	None identified	1*

*Category 1 properties are areas where no storage, release or disposal has occurred; and where no hazardous substances or petroleum products or their derivatives were stored, released into the environment or structures, or disposed on the subject property and where no migration from adjacent areas has occurred.

6.2 Property Categories Map (If More Than One Category)

All of the subject property is designated Category 1. Therefore, no property categories map was prepared.

6.3 Resources Map

Resource inventories are not required by AFI 32-7066, and were outside the scope of this investigation. No resource map was prepared.

6.4 Data Gaps

No data gaps were identified for the subject property.


7.0 RECOMMENDATIONS

Based upon the results of the EBS, no other recommendations were prepared relative to the proposed permit at this time. In accordance with Air Force Instruction (AFI) 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, proceed with any planned transaction.

8.0 CERTIFICATIONS

Certification of the Environmental Baseline Survey

The 355 CES/CEIE has conducted this Environmental Baseline Survey on behalf of the Air Force. The preparer has reviewed all appropriate records made available, and conducted visual site inspections of the selected facilities following an analysis of information during the record search. The information contained within the survey report is based on records made available and, to the best of the preparer's knowledge, is correct and current as of the date shown below.


Certified by:  Date: 17 Feb 15
Chief, Asset Accountability

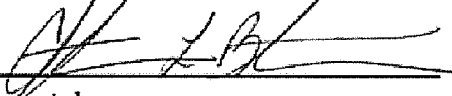
Approved by:  Date: 17 FEB 15
Chief, Environmental

Certification of the PCB Clearance

The subject property is in compliance with 40 CFR 761 as outlined below:

Based on the information available on the Arizona Department of Environmental Quality and the Arizona State Land Department web sites, there is no known PCB contained soil, wastes or unserviceable equipment on the existing property.

Certified by:  Date: 17 Feb 15
Chief, Asset Accountability

Approved by:  Date: 17 FEB 15
Chief, Environmental

Legal Description: Portions of Sections 22, 23, 25, 26 and 27 Township 14 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona and more specifically described in attached Appendix F.

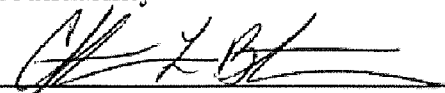
Certification Related to Contamination

The subject property contains no known hazardous substances as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601), as amended, or other contamination as specified by the Resource Conservation and Recovery Act of 1976, the implementing Environmental Protection Agency regulations (40 CFR Parts 261, 262, 263, and 761), and the Federal Property Management Regulations (41 CFR Part 101-47). A complete search of agency files revealed that no hazardous substance has been stored for more than one year, known to have been released, or disposed of on the real property described herein.

Certified by: 

Chief, Asset Accountability

Date: 17 Feb 15

Approved by: 

Chief, Environmental

Date: 17 Feb 15

Legal Description: Portions of Sections 22, 23, 25, 26 and 27 Township 14 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona and more specifically described in attached Appendix F.

APPENDIX A
ABBREVIATIONS, ACRONYMS AND KEY TERMS

Abbreviations and Acronyms

AFB - Air Force Base

AFI - Air Force Instruction

AST - Above Ground Storage Tank

AZDEQ – Arizona Department of Environmental Quality

bgs - Below Ground Surface

BTEXN -Benzene Toluene Ethylbenzene Xylenes and Naphthalene

CAS - Chemical Abstract Service

CERCLA—Comprehensive Environmental Response, Compensation, and Liability Act

CFR - Code of Federal Regulations

DLA - Defense Logistics Agency

EBS - Environmental Baseline Survey

IRP - Installation Restoration Program

PCB - Polychlorinated Biphenyl

UST - Underground Storage Tank

VOC - Volatile Organic Compound

IRP - Installation Restoration Program

PCB - Polychlorinated biphenyl

Terms

Acquisition—Any authorized method of obtaining Air Force control of and responsibility for real property. An acquisition may be a temporary or permanent interest in real property. Includes interagency transfers of real property accountability from other Federal government agencies. Methods include purchase, condemnation, donation, exchange, leasing, licenses, permits, revestment and recapture.

Adjacent Properties—Not only those properties contiguous to the boundaries of the installation or subject property, but also those properties relatively nearby that could pose significant environmental impact or concern on the installation or subject property.

Disposal—Any authorized method of permanently divesting the Air Force of control of and responsibility for real property. Includes fee conveyance and interagency transfers or other disposition.

Hazardous Substance—In addition to the meaning provided in CERCLA, 42 U.S.C. 9601(14), this term shall specifically include petroleum, petroleum products, oil, and lubricants (POL).

Outgrant—A temporary grant of an interest in or right to use Air Force controlled real property by means of either a lease, license or permit.

Storage—The holding of hazardous substances for a temporary period prior to the hazardous substances being either used, treated, transported, or disposed of.

Temporary Interest—A grant of interest in or use of real property which expires at the end of a stated term or which can be terminated. Instruments include leases, licenses and permits.

Real Property—Land and fixtures and other improvements affixed thereto.

Release—This term shall have the meaning provided in CERCLA, 42 U.S.C. 9601(22).

APPENDIX B

FIGURES, MAPS, AND SOIL REPORT

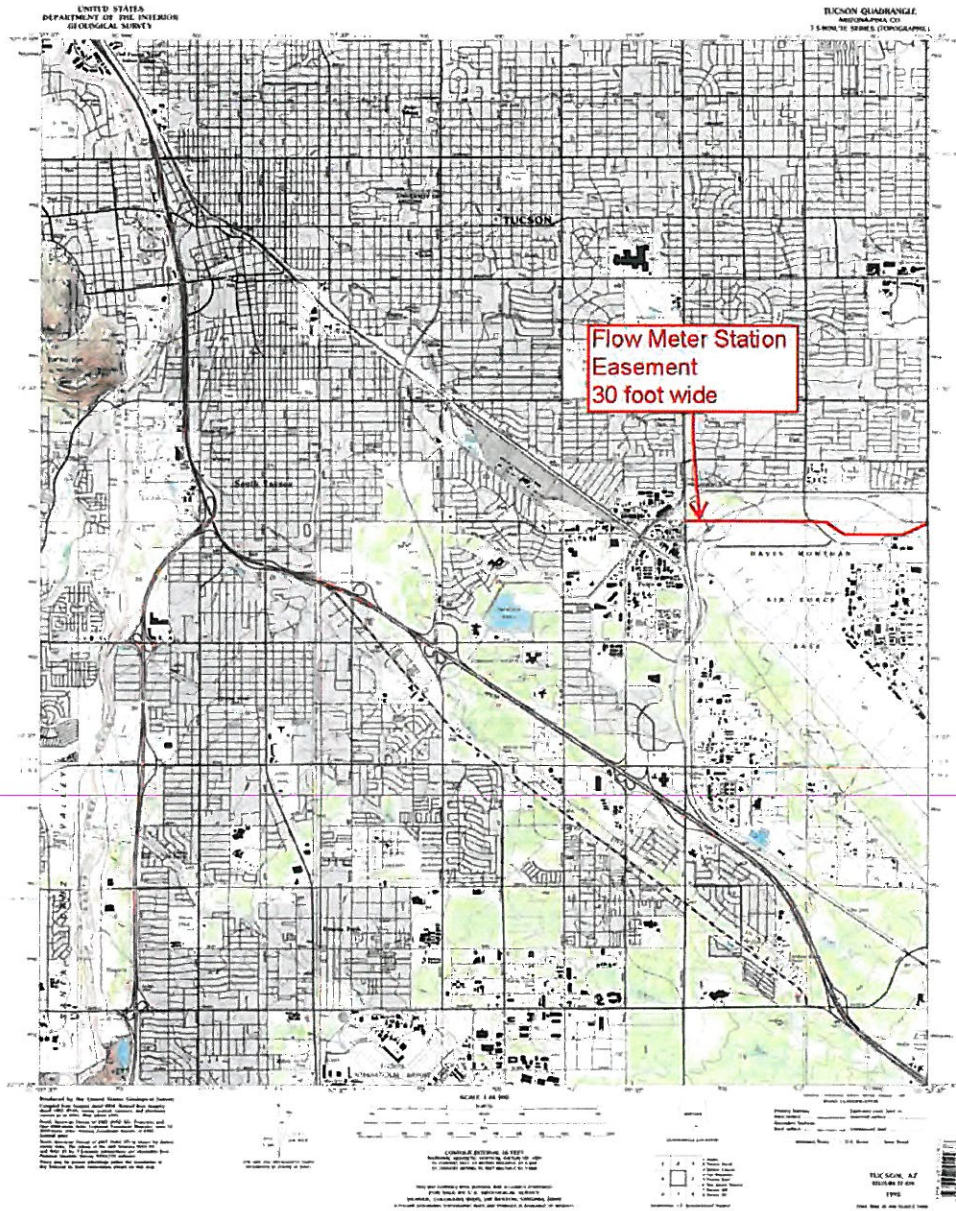


Figure 1: USGS 7.5-Minute Quadrangle Map – Tucson Quadrangle, 1992, (US Topo Quadrangles - Maps for America, 1992)

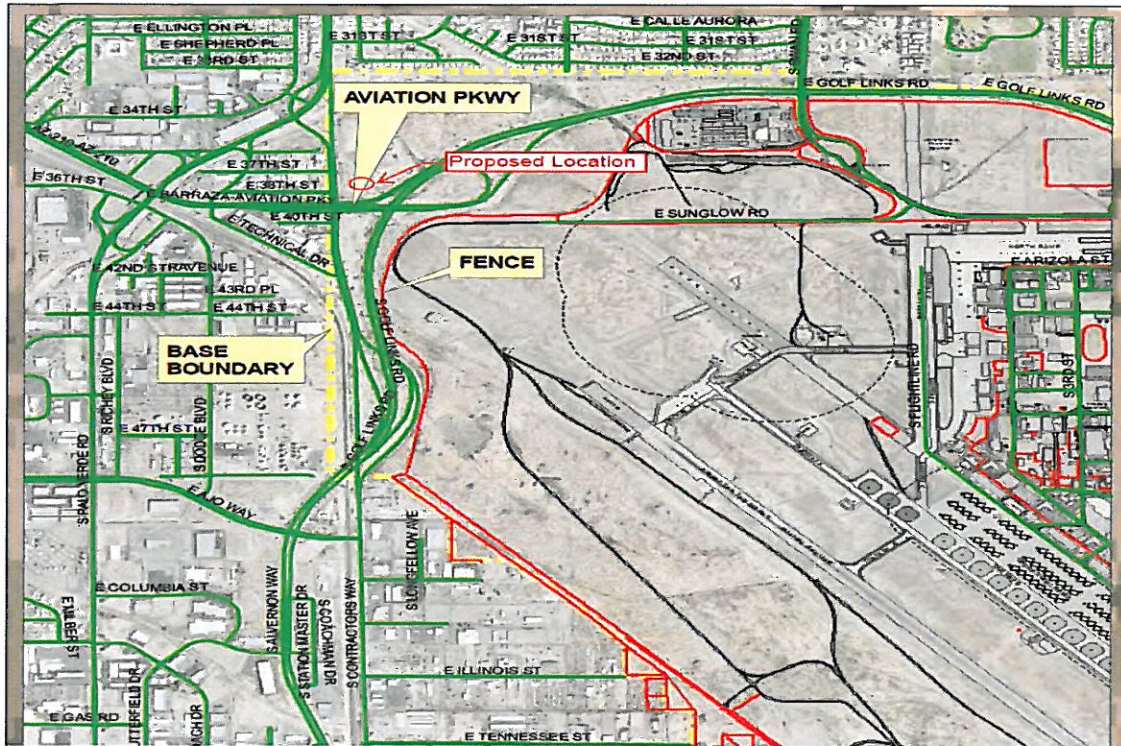


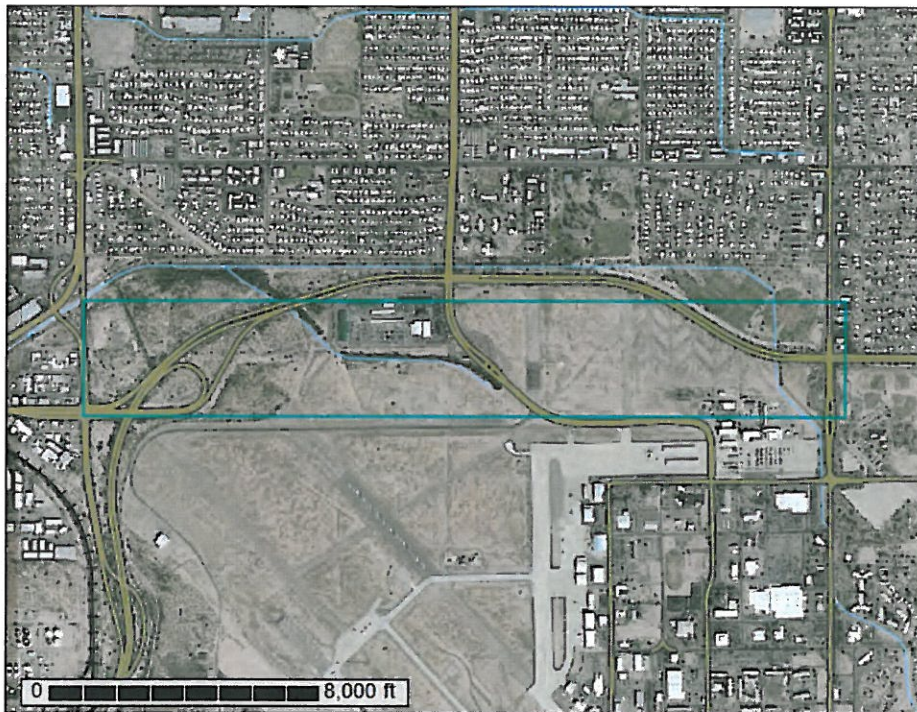
Figure 2, Drawing of project area, from 2010 EBS



A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Pima County, Arizona, Eastern Part

Flow Meter Station Easement



February 2, 2015

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means

for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



MAP LEGEND		MAP INFORMATION
<p>Area of Interest (AOI)</p> <ul style="list-style-type: none"> Area of Interest (AOI) <p>Soils</p> <ul style="list-style-type: none"> Soil Map Unit Polygons Soil Map Unit Lines Soil Map Unit Points <p>Special Point Features</p> <ul style="list-style-type: none"> Blowout Borrow Pit Clay Spot Closed Depression Gravel Pit Gravelly Spot Landfill Lava Flow Marsh or swamp Mine or Quarry Miscellaneous Water Perennial Water Rock Outcrop Saline Spot Sandy Spot Severely Eroded Spot Sinkhole Slide or Dip Sodic Spot 	<ul style="list-style-type: none"> Spot Area Stony Spot Very Stony Spot Wet Spot Other Special Line Features <p>Water Features</p> <ul style="list-style-type: none"> Streams and Canals <p>Transportation</p> <ul style="list-style-type: none"> Rails Interstate Highways US Routes Major Roads Local Roads <p>Background</p> <ul style="list-style-type: none"> Aerial Photography 	<p>The soil surveys that comprise your AOI were mapped at 1:24,000.</p> <p>Please rely on the bar scale on each map sheet for map measurements.</p> <p>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov Coordinate System: Web Mercator (EPSG:3857)</p> <p>Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.</p> <p>This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.</p> <p>Soil Survey Area: Pima County, Arizona, Eastern Part Survey Area Data: Version 11, Sep 20, 2014</p> <p>Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.</p> <p>Date(s) aerial images were photographed: May 20, 2010—Dec 2, 2013</p> <p>The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</p>

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Map Unit Legend

Pima County, Arizona, Eastern Part (AZ669)			
Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
11	Cave soils and urban land, 0 to 8 percent slopes	3.9	1.0%
47	Mohave soils and urban land, 1 to 8 percent slopes	399.3	99.0%
Totals for Area of Interest		403.2	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If

Custom Soil Resource Report

Intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Pima County, Arizona, Eastern Part

11—Cave soils and urban land, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 1sX1
Elevation: 2,300 to 3,250 feet
Mean annual precipitation: 10 to 12 inches
Mean annual air temperature: 64 to 70 degrees F
Frost-free period: 220 to 280 days
Farmland classification: Not prime farmland

Map Unit Composition

Cave and similar soils: 40 percent
Urban land: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6

Description of Cave

Setting

Landform: Fan terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Mixed alluvium

Typical profile:

A/Bk - 0 to 7 inches: gravelly fine sandy loam
2Bkm - 7 to 20 inches: cemented material
C - 20 to 60 inches: gravelly loamy sand

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: 4 to 20 inches to petrocalcic
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 40 percent
Gypsum, maximum in profile: 5 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 12.0
Available water storage in profile: Very low (about 0.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Custom Soil Resource Report

Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: D
Ecological site: Limy upland 10-13" p.z. (R040XA111AZ)

47—Mohave soils and urban land, 1 to 8 percent slopes

Map Unit Setting

National map unit symbol: 1t0q
Elevation: 2,200 to 3,300 feet
Mean annual precipitation: 10 to 12 inches
Mean annual air temperature: 64 to 70 degrees F
Frost-free period: 220 to 280 days
Farmland classification: Not prime farmland

Map Unit Composition

Mohave and similar soils: 0 percent
Urban land: 0 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8

Description of Mohave

Setting

Landform: Fan terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Mixed alluvium

Typical profile

A - 0 to 3 inches: loam
BA - 3 to 6 inches: sandy loam
Btk - 6 to 40 inches: sandy clay loam
2C - 40 to 60 inches: loam

Properties and qualities

Slope: 1 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

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Calcium carbonate, maximum in profile: 40 percent
Salinity, maximum in profile: Nonsaline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 25.0
Available water storage in profile: High (about 9.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7c
Hydrologic Soil Group: C
Ecological site: Loamy upland 10-13" p.z. (R040XA114AZ)

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Custom Soil Resource Report

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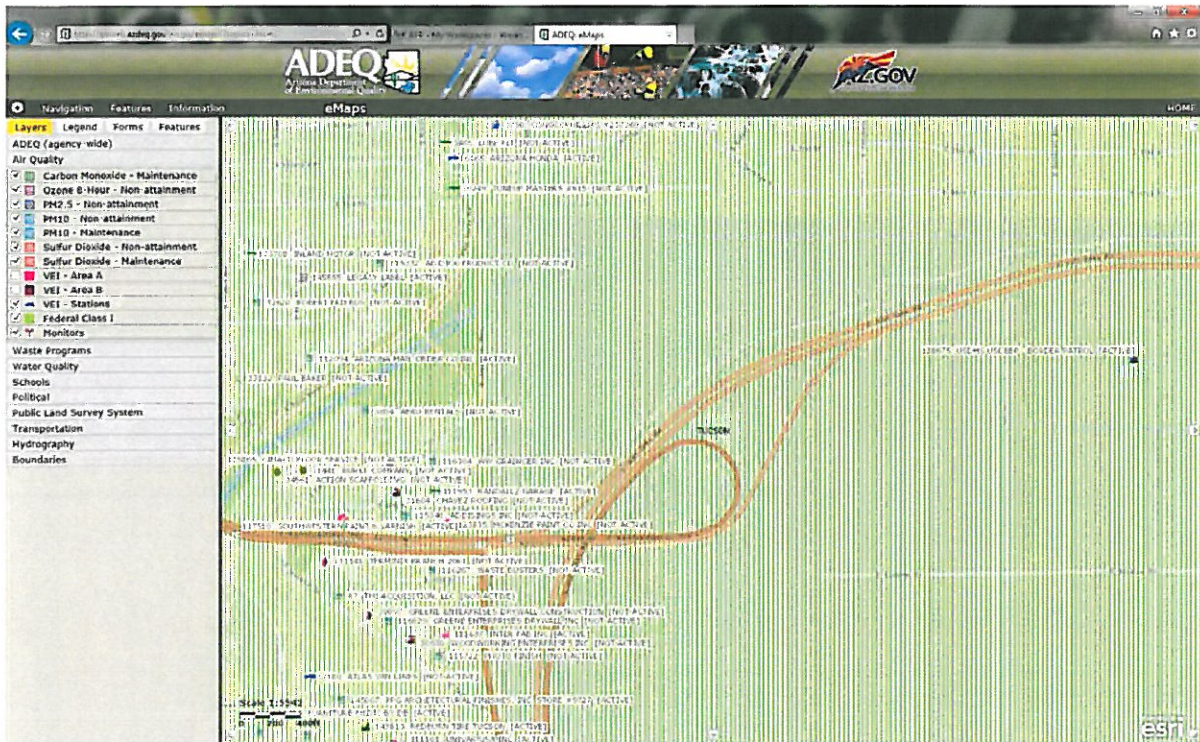


Figure 4, ADEQ - Air Quality 02/09/2015 (Air Quality, 2015)

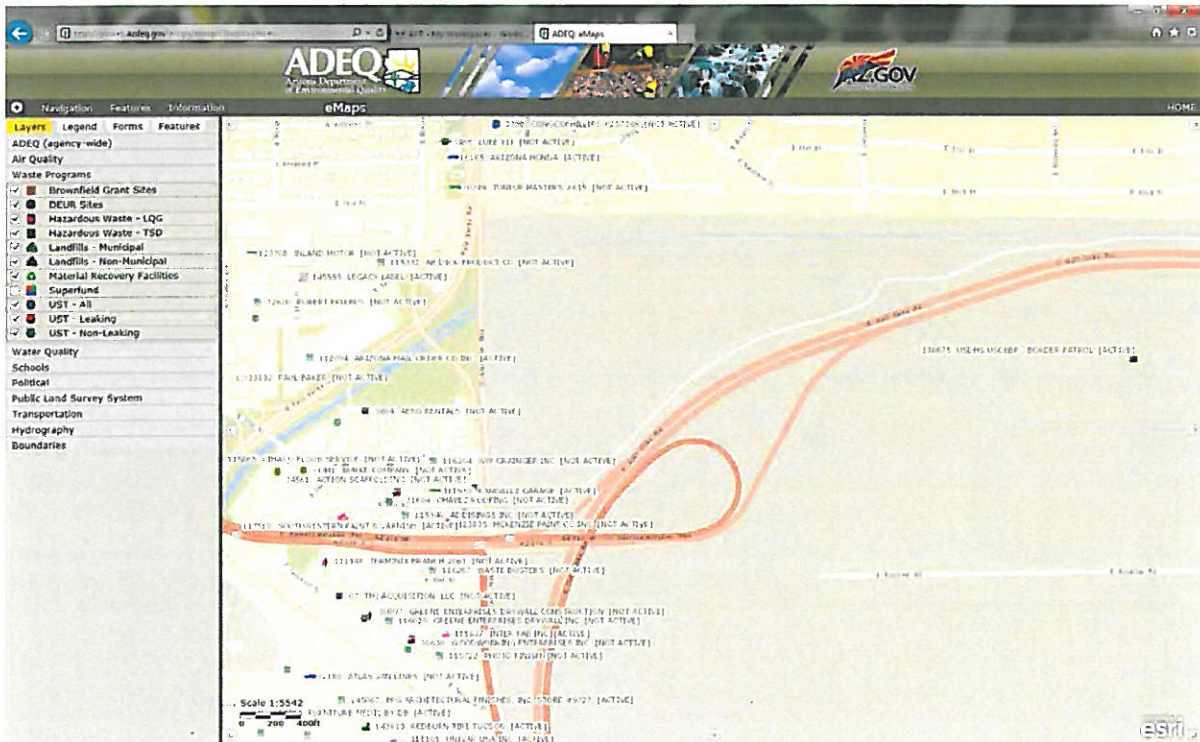


Figure 5, ADEQ - Waste Programs 02/09/2015 (Waste Programs, 2015)

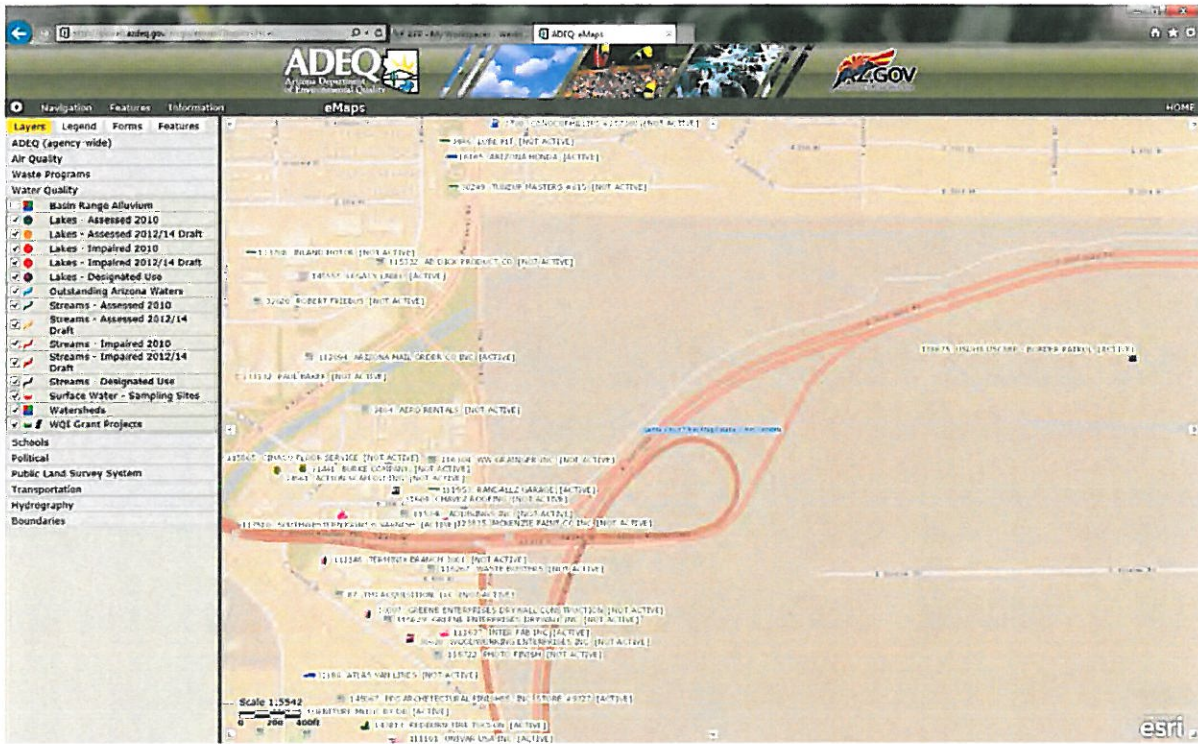


Figure 6, ADEQ - Water Quality 11/6/2014 (Water Quality, 2015)

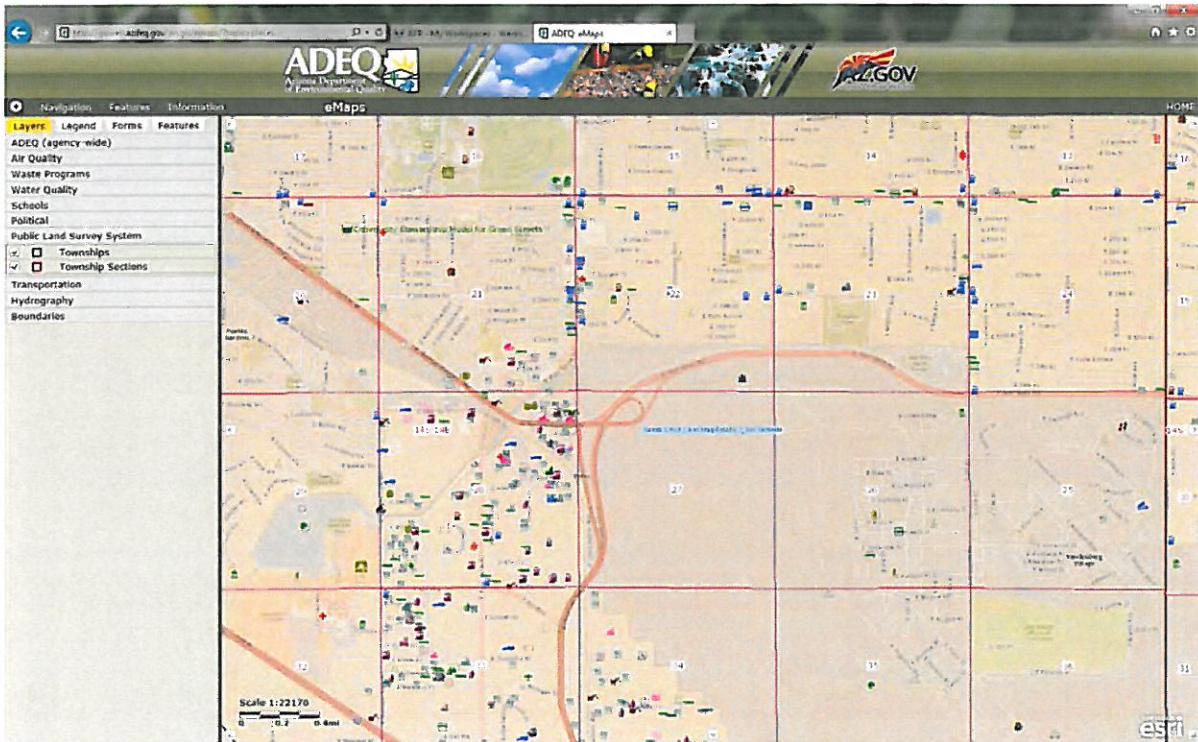


Figure 7, ADEQ - Agency-Wide 02/09/2015

APPENDIX C
SITE PHOTOS



Photo 1, Looking north, 11/07/2014



Photo 4, Looking west, 11/07/2014



Photo 2, Looking west, 11/07/2014



Photo 5, Looking north east, 11/07/2014



Photo 3, Looking south, 11/07/2014



Photo 6, Worker surveying site for Meter Station.



Photo 7, Saguaro Cactus on site, 11/07/2014

APPENDIX D

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LIST OF DOCUMENTS/DATA SOURCES REVIEWED

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APPENDIX E
INTERVIEWS

Appendix E: Interviews

355th Civil Engineer Squadron (355 CES)

Natural Resources Management, Water/Environmental Restoration Program Management (355 CES/CEIE), 2 Feb 2015

Mr. John R. Maisch, 520-228-4774

1. Are you aware of any groundwater contamination on the subject property?

No.

2. Are there any monitoring wells on or near the subject property?

None belonging to the USAF.

Natural Resources Management, Natural Resources and Archeological/Historical/Cultural Resources (355 CES/CEIE), 2 Feb 2015

Mr. Kevin Wakefield, 520-228-4035

1. Are you aware of any threatened or endangered species on the subject property?

None have been found on this property.

2. Are you aware of any cultural resources on the subject property?

None have been found on this property.

Natural resources management, Air Program Management (355 CES/CEIE), Date 10 Feb 2015

Mrs. Leah Proffitt, 520-228-4885

1. Are you aware of any air program issues with the subject property?

Area is in maintenance for Carbon Monoxide

2. Are you aware if the area is monitored by the Air Force or Pima County?

Pima County

Real Property Office (355 CES/CEIA), Date 11 Feb 2015

Ms. Sheri McNamara, 520-228-2305

1. What Real Property Instrument will be used for this transaction (license, lease, permit, etc.)?

Permanent Easement

2. What is the length of time for the Real Property Instrument (i.e., 25 years)?

25 Years

3. What are the descriptions for the subject properties (Township and Range)?

Portions of Sections 22, 23, 25, 26 and 27 Township 14 South, Range 14 East,
Gila & Salt River Meridian, Pima Couilty, Arizona,;

A 30 foot wide sewer easement lying within said Sections 22, 23, 25 and 26, to be known as Parcel 1 and a 30.00 foot wide sewer easement lying within said Section 27 to be known as Parcel 2, the centerlines of said strips of land are described in a document from Pima County found in Appendix F.

4. How long has the federal government held title to the subject property?

This section of land was part of the original airfield dating back to 1927.

5. Are you aware of any prior uses of the subject property?

No

6. Are there any other issues you would like to discuss? .

Pima County is currently under easement with DMAFB for this property. The City of Tucson Park and Recreation Department is currently developing a project that would establish a mountain bike complex with trails near/or around the area.

APPENDIX F
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENTS

Portions of Sections 22, 23, 25, 26 and 27 Township 14 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona,;

A 30 foot wide sewer easement lying within said Sections 22, 23, 25 and 26, to be known as Parcel 1 and a 30.00 foot wide sewer easement lying within said Section 27 to be known as Parcel 2, the centerlines of said strips of land are described as follows;

Parcel 1

COMMENCING at a found aluminum stem in casing with the original 3 inch ADOT disk broken off lying broken on top of the stem, at the Southwest corner of said Section 22 to which a found 2" brass capped monument with punch, at the West corner of said Section 22 bears North 01°04'25" West a distance of 2,630.01 feet, said line being the Basis of Bearing for this description as established from the Arizona Coordinate System, 1983 (HARN92), Central Zone 0202;

THENCE along the West line of said Section 22 North 01°04'25" West a distance of 18.21 feet;

THENCE North 89°48'17" East a distance of 40.00 feet to the East right of way line of Alvernon Way as shown on Road Map Book 1 Page 100, this point also being the POINT OF BEGINNING for Parcel 1;

THENCE continuing North 89°48'17" East a distance of 5,012.53 feet to a point to be known as Point A;

THENCE North 89°52'37" East a distance of 1,707.37 feet;

TENCE South 58°07'46" East a distance of 978.55 feet;

THENCE North 89°52'34" East a distance of 1,481.40 feet;

THENCE North 79°11'26" East a distance of 663.30 feet;

THENCE North 73°58'34" East a distance of 1,118.50 feet, to a point on the South right of way line of Golf Links Road as shown on Road Map Book 8 Page 35, point also being the POINT OF TERMINUS for Parcel 1;

The sidelines of said 30.00 foot wide sewer easement to be lengthened or shortened to intersect on the West with said East right of way line of Alvernon Way, and to intersect on the East with said South right of way line of Golf Links Road;

Parcel 2

BEGINNING at previously described **Point A**, and the **POINT OF BEGINNING for Parcel 2;**

THENCE South 82°17'38" West a distance of 307.43 feet;

THENCE South 89°48'03" West a distance of 4,716.91 feet, to a point on the East right of way line of Alvernon Way as shown on Road Map Book 4 Page 84, this point being the **POINT OF TERMINUS for Parcel 2;**

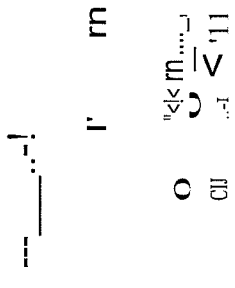
The sidelines of said 30.00 foot wide sewer easement to be lengthened or shortened to intersect on the West with said East right of way line of Alvernon Way, and to intersect on the East with the South line of said **Parcel 1;**



Expires 31 March 2015

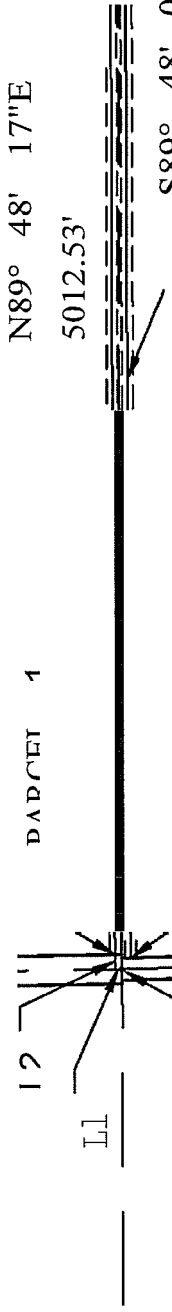
DEPICTION OF EXHIBIT "A"

WEST QUAKER
CORNER
SECTION 22



ALVERNON WAY
BK 1, PG 100

POINT OF BEGINNING



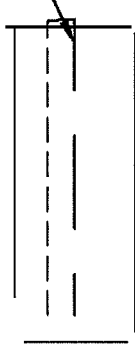
POINT OF
COMMENCEMENT
SW CORNER
SECTION 22

POINT OF TERMINUS
PARCEL 2

S89° 48' 03"W
4716.91'

DMAFB

EASEMENT
SIDE LINE



SECTION LINE

S-28

ALVERNON WAY
BK 4, PG 84

S-27

EASEMENT
CENTER LINE

DETAIL

DISTANCE FROM SECTION LINE
TO EASEMENT VARIES.

Line Table		
Line #	Length	Direction
L1	18.21'	N1° 04' 25"W
L2	40.00'	N89° 48' 17"E

PIMA COUNTY SURVEY

A PORTION OF SECTIONS 22, 23, 25, 26 & 27, TOWNSHIP 14
SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA



DEPICTION OF EXHIBIT "A"

S-22

S-23

POINT A
POINT OF BEGINNING
PARCEL 2

LB

DMAFB

S-26

S-27

Line Table		
Line #	Length	Direction
LB	307.43'	SB2" 17' 3B"W

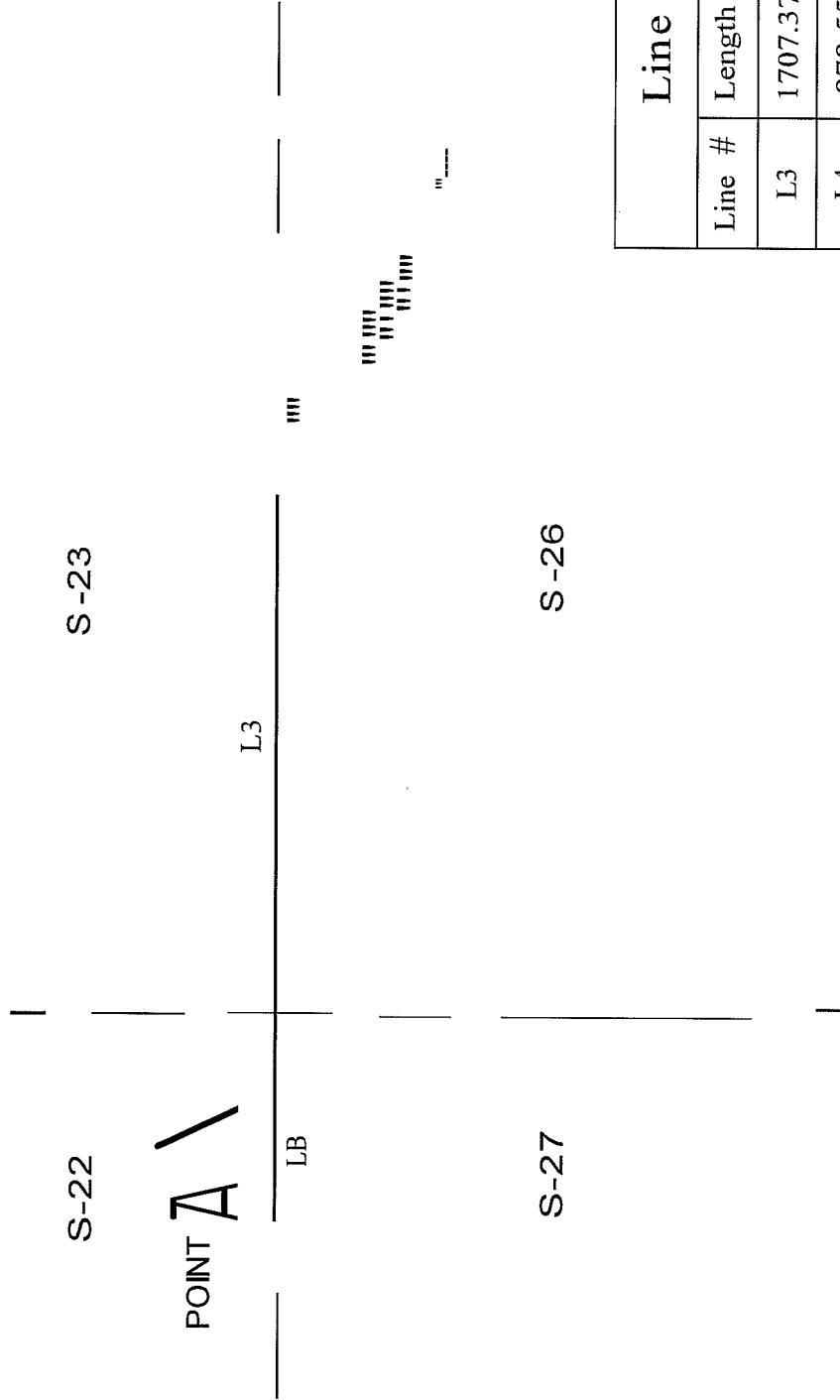
N



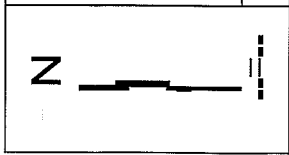
PIMA COUNTY SURVEY

A PORTION OF SECTIONS 22, 23, 25, 26 & 27, TOWNSHIP 14
SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT "A"



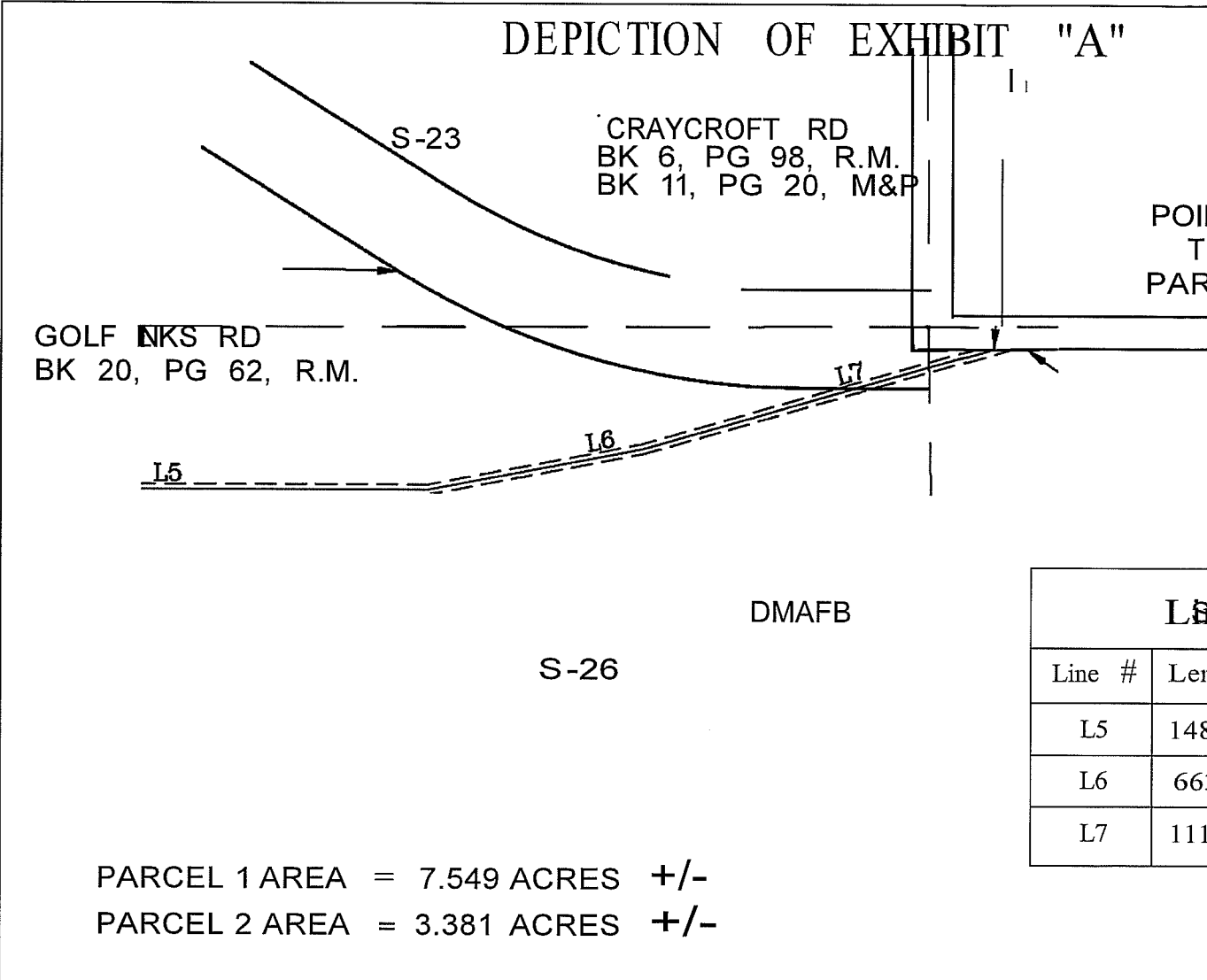
Line Table		
Line #	Length	Direction
L3	1707.37'	NB9° 52' 37"E
L4	978.55'	S58° 07' 46"E



PIMA COUNTY SURVEY

A PORTION OF SECTIONS 22, 23, 25, 26 & 27, TOWNSHIP 14
SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT "A"



N



PIMA COUNTY SURVEY

A PORTION OF SECTIONS 22, 23, 25, 26
SOUTH, RANGE 14 EAST, GILA AND SALT
PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 27 January 2015

Drawn By: _____

