

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 18, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Drexel Heights Fire District

***Project Title/Description:**

Communications Site Lease

***Purpose:**

As a separate item on the Board's Agenda, the Board will consider the acquisition of property located at 6950 S. Beehive Avenue, Pima County, Arizona, T15S/R13E/S18, tax parcel 138-33-280B (the "Eagles Nest") from Drexel Heights Fire District ("DHFD") for the benefit the Pima County Wireless Integrated Network (PCWIN). In lieu of a cash payment for the acquisition of the Eagles Nest, the acquisition agreement calls for Pima County to lease a portion of the premises to DHFD for up to ten (10) years at no additional cost. The acquisition of the Eagles Nest provides PCWIN a permanent site for its communications equipment and provides for a source of income from other users of the premises. The continued occupancy of the premises under the Lease allows DHFD continued use and operation of its existing communications equipment as it begins to phase out use of the equipment.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County will acquire title to the Eagles Nest for the PCWIN, securing a permanent site for communications equipment and enter into a lease for DHFD to continue occupying a portion of the premises for up to 10 years.

***Public Benefit:**

PCWIN will secure title to the Eagles Nest and the improvements thereon, enter into a lease for DHFD's continued occupancy of the premises for continued emergency services communications and begin collecting revenue by assuming the two existing occupancy agreements with (1) Simply Bits and (2) DakotaCom.

***Metrics Available to Measure Performance:**

PCWIN will enter into a 10 year lease with DHFD for their communications equipment located at the Eagles Nest. In lieu of the time adjusted appraised value of \$106,000 for the 10 year lease, DHFD will convey the Eagles Nest to Pima County (the acquisition agreement for the Eagles Nest will be considered by the Board of Supervisors under a separate Board action and must be approved by the Board if this item is approved by the Board).

***Retroactive:**

N/A

TO: COB 5-3-21 (1)

Vers.: 1

pgs: 12

Procure Dept 05/03/21 PM11:00

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 21*0124
Commencement Date: 5/18/2021 Termination Date: 5/17/2031 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 0.00

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Dana Hausman

Department: Public Works - Real Property Services Telephone: 724-6713

Department Director Signature/Date: [Signature] 4/30/2021

Deputy County Administrator Signature/Date: [Signature] 4/30/2021

County Administrator Signature/Date: [Signature] 4/30/21
(Required for Board Agenda/Addendum Items)



ADV Contract Number: CTN-PW-21*0124

PIMA COUNTY REAL PROPERTY SERVICES

PROJECT: COMMUNICATIONS SITE LEASE AT EAGLE'S NEST TOWER

TENANT: DREXEL HEIGHTS FIRE DISTRICT

AMOUNT: NON-REVENUE CONTRACT

Communications Site Lease

1. Defined Terms. The following terms will be used as defined terms in this Communications Site Lease ("**Lease**") and have the meaning set forth below:

1.1. "Landlord" or "County": Pima County, a political subdivision of the State of Arizona

1.2. "Tenant": Drexel Heights Fire District (DHFD)

1.3. "Site": Eagle's Nest Tower and building structures located at 6950 S. Beehive Avenue, Tucson, AZ, which is being acquired by Landlord

1.4. "Leased Premises" or "Premises": the space Tenant occupies on the tower and in the building, which is specifically described on Exhibit A.

2. Background and Purpose. After Tenant conveys the Site to County, Tenant desires to lease, and Landlord desires to let to Tenant, the Premises for existing microwave equipment both on the tower and in the building for a period of 10 years under the terms and conditions set forth in this Lease. County intends to maintain Premises for continued use for a minimum period of 10 years.

3. Lease of Premises. In consideration of Tenant's compliance with all the terms and conditions of this Lease, and timely performance of all its obligations under this Lease, Landlord hereby lets to Tenant and Tenant hereby leases from Landlord, the Premises.

4. Effective Date. This Lease shall be effective on the date it is signed by all of the parties hereto (the "*Effective Date*").

5. Term. This Lease will commence on the Effective Date and will continue for a period of ten (10) years.

6. Rent.

6.1. No Cost Agreement. Landlord agrees to allow Tenant to occupy space as described in Exhibit A for the Term of the Lease at no rental cost.

7. Utilities. Landlord will assume responsibility for all utilities including electricity, gas, water and sewer as necessary for the operation of the Premises.

8. Use of Premises.

8.1. Permitted Use. Tenant may use the Premises for the placement and operation of equipment as reflected on Exhibit A, in connection with the provision of communication services by Tenant.

8.2. Prohibited Activity. Tenant may not permit any unlawful activities on the Premises, or any activities that unduly interfere with activities of the other occupants of the Site or neighboring property owners or occupants. Neither Tenant nor Landlord shall introduce any changes to the Premises or their equipment that have the effect of interfering with the function of any other tenant's effective communications.

8.3. Hazardous Materials Prohibited; Clean Air Act. Tenant may not cause or permit any hazardous or toxic materials or substances to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such hazardous or toxic materials or substances that are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such materials or substances. Tenant's operations on the Premises must comply with all applicable provisions of environmental laws and regulations, including the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3. Tenant must remediate and clean up, at its sole cost and expense, any contamination of the Premises occurring during the term of this Lease.

9. Access. Tenant's employees, agents, and contractors shall have access to the Premises after first notifying Landlord by calling 520-724-7200, except in case of emergency, twenty-four (24) hours a day, seven (7) days a week, at no charge. Tenant shall notify Landlord as soon as reasonably practicable following any emergency access situations. During the term of this Lease, Landlord

grants to Tenant, Tenant's employees, agents, and contractors a non-exclusive right for the pedestrian and vehicular ingress and egress at the location.

10. Tenant's Facilities. Tenant will maintain Tenant's facilities on the Premises in a good and workmanlike manner and in accordance with all applicable requirements of local ordinances, including zoning, and all rules, regulations, and requirements of all departments, boards, bureaus, officials, and authorities having jurisdiction thereof. Tenant shall be solely responsible for payment of all costs for repair and maintenance of Tenant's Facilities.

11. Upgrades to Tenant Facilities. During the Term of the Lease, Tenant facilities upgrades and/or replacements will likely need to occur. Tenant agrees to communicate all required changes to Landlord and to secure written approval of any plans from the Executive Director of PCWIN before beginning work associated with facilities upgrades or replacements.

12. Early Termination. Tenant may terminate this Lease at any time, upon written notice to Landlord.

13. Assignment or Subletting. Tenant may not assign, or otherwise transfer, all or any part of its interest in this Lease or in the Premises.

14. Insurance.

14.1. Types of Insurance Required. Tenant must procure, prior to beginning any activities on the Premises, and maintain throughout the Term, the following insurance from an insurance company or companies reasonably acceptable to Landlord:

14.1.1. Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00 covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured.

14.1.2. Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (i.e., not used for simple commuting).

14.1.3. Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000 per injury, illness, or disease.

14.2. The General Liability and Auto Liability policies shall be endorsed to include the following additional insured language: "Pima County is an additional insured. **INASMUCH AS BOTH PARTIES ARE GOVERNMENTAL ENTITIES, NO CERTIFICATES OF INSURANCE SHALL BE REQUESTED.**"

14.3. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance.

14.4. Changes to Insurance Requirements. Landlord may review and alter the coverage, form, and amount of insurance required hereunder at any time. Landlord will notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant will have sixty (60) days to comply with the requirements as changed.

14.5. Property Insurance. Landlord will maintain property insurance for the Building, and may do so through a program of self-insurance. Tenant will be responsible for insuring its personal property.

15. Indemnity. Tenant agrees that, to the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless Landlord, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by the Tenant, its agents, employees, invitees, contractors or anyone under its direction or control or acting on its behalf, or anyone permitted by Tenant to conduct any activity on the Premises, or in connection with any use or occupancy of the Premises under the terms of this Lease. To the fullest extent permitted by law, Tenant agrees that it will also indemnify and defend Landlord against any claim, liability, damage, cost, or expense arising out of the presence, disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Premises during the term of this Lease.

16. Default.

16.1. Tenant Default. The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:

16.1.1. Operation of Premises. The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant, that continues for a period of ten (10) calendar days after notice of such default is sent by Landlord to Tenant.

16.1.2. Monetary Obligations. The failure by Tenant to make any payment required to be made by Tenant under this Lease, as and when due, that continues for a period of ten (10) calendar days after notice from Landlord that such payment is due.

16.1.3. Insurance. The failure by Tenant to maintain insurance policies as set forth above for any period of time, in which event Tenant must immediately cease all operations at the Premises until such insurance is obtained. In the event of such a default, Landlord may, in Landlord's sole discretion, obtain necessary insurance coverage in which event Tenant must, within five (5) days of demand, reimburse and pay to Landlord the full amount of any costs and premiums expended by Landlord to obtain such coverage.

16.1.4. Violation of Law. Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or that Tenant has not taken reasonable means to prevent after Tenant becomes or in the exercise of reasonable diligence should have become aware that such activities are being conducted.

16.1.5. Health and Safety Violation. Any action or omission by Tenant that, in Landlord's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Premises or neighboring properties.

16.1.6. Other Covenants. The failure by Tenant to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, that continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

16.2. Landlord Default. Landlord will be deemed to be in default hereunder if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for thirty (30) days after written notice and demand from Tenant (unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Landlord will be in default only if it fails to initiate the cure within thirty (30) days, and thereafter diligently pursue the same to completion).

17. Remedies.

17.1. All Remedies Available. Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other.

17.2. Cure by Landlord. Should Tenant fail to perform in a timely manner any of the covenants or terms of this Lease on its part to be performed, Landlord may (but is not obligated to) perform the same and charge Tenant for the costs thereof, together with interest thereon, at the rate set by statute for interest on judgments, from the date upon which the expense is incurred until paid by Tenant.

18. Sustainability Plan. In accordance with the County's Sustainability Plan, Tenant must use all reasonable efforts to use recycled products for its operation within the Premises, and re-use and recycle materials utilized in the Premises.

19. Notice. Whenever in this Lease it shall be required that notice or demand be given or served by either party, the notice or demand shall be in writing and shall be delivered personally, or forwarded by registered or certified mail, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered addressed as follows:

if to Landlord: Real Property Services Manager
Pima County Public Works
201 N. Stone Avenue, 6th Fl
Tucson, AZ 85701
520-724-6306
Jeffrey.teplitsky@pima.gov

with a copy to: Robert Meredith, PCWIN Executive Director

Pima County Wireless Integrated Network (PCWIN)
3434 E. 22nd Street
Tucson, AZ 85713
520-724-9322
Robert.Meredith@pima.gov

if to Tenant: Fire Chief
Drexel Heights Fire District
5950 S. Cardinal
Tucson, AZ 85746
520-571-8700
Fax (520) 883-3314
dchappell@drexelfire.org

If mailed, all such notices, demands, requests, or other communications shall be deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile shall be deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a difference address for service of notice.

20. Miscellaneous.

20.1. Governing Law. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Lease, and any disputes hereunder. Any action relating to this Lease shall be brought in a court of the State of Arizona in Pima County

20.2. Authority. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Lease.

20.3. Entire Agreement. This Lease is intended by the parties as the final expression of the parties with respect to the subject matter hereof and supersedes any prior or written or oral agreements.

20.4. Severability. Each provision of this Lease stands alone, and any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

20.5. Conflict of Interest. This Lease is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of Tenant is, at any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease with respect to the subject matter of the Lease.

20.6. Non-Appropriation. Notwithstanding any other provision in this Lease, this Lease may be terminated if for any reason, the County's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Lease. In the event of such termination, County will have no further obligations to Tenant.

20.7. Arbitration. The parties agree that any dispute arising under this Lease involving the sum of fifty thousand dollars (\$50,000) or less in money damages only will be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) will be final.

20.8. Binding Effect. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

20.9. Interpretation of Lease. The parties acknowledge that each has had the opportunity to review this Lease with counsel of its or their choice. This Lease will not be construed in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties.

20.10. Tenant Not an Agent of Landlord. Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant will control activities on the Premises, and Landlord will not control those activities. Tenant's employees and servants will not be under the control of Landlord.

20.11. Non-Discrimination. Tenant agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Lease as if set forth in full herein. During the performance of this Lease, Tenant shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

20.12. Americans with Disabilities Act. Both parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36 as it pertains to facilities and use of the facilities. This will not obligate Landlord to make any modifications to the Building, as a result of any change in the law or regulations, if such repairs are not otherwise legally required

21. Amendment. This Lease may not be amended except by a written instrument duly executed by both parties.

22. Exhibits. The following Exhibits to this Lease are fully incorporated herein as if set forth at length:

Exhibit A Description of Occupied Tower Space

The Parties have executed this Lease as of the dates set forth below.

Landlord: PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

Date

ATTEST:

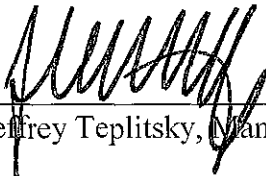
Julie Castañeda, Clerk of Board

Date

APPROVED AS TO CONTENT:



Bob Meredith, Executive Director, Pima County Wireless Integrated Network (PCWIN)



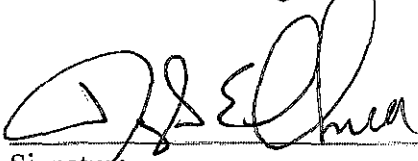
Jeffrey Teplitsky, Manager, Real Property Services

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney

Tenant: Drexel Heights Fire District


Signature

Douglas E. Chappell
Print Name

April 23, 2021

Date

**District Administrator
& Fire Chief**

Title



COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-233323 KM

- KW

EXHIBIT A LEGAL DESCRIPTION

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

Parcel 1:

All that part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 15 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point in the West line of said Northeast Quarter of the Southeast Quarter of Section 18, which point is South 00 degrees 11 minutes 12 seconds West, along said West line 790.26 feet from the Northwest corner of said Northeast Quarter of the Southeast Quarter, and which point is South 59 degrees 01 minutes 35 seconds West 1551.24 feet from the East Quarter corner of said Section 18;

THENCE South 00 degrees 11 minutes 12 seconds West, along said Westline, 200.00 feet;

THENCE South 89 degrees 48 minutes 48 seconds East, at right angles to said West line, 268.46 feet;

THENCE North 00 degrees 11 minutes 12 seconds East, parallel with said West line, 200.00 feet;

THENCE North 89 degrees 48 minutes 48 seconds West 268.46 feet to the **POINT OF BEGINNING**.

Parcel 2:

An easement for ingress and egress as created in instrument recorded in Docket 7090 at page 385 over a strip of land, 25.00 feet in width, 12.50 feet each side of the center line described as follows:

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 15 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point in the North line of said Southeast Quarter of Section 18, which point is South 89 degrees 39 minutes 04 seconds West, along said North line, 12.50 feet from the East Quarter corner of said Section 18;

THENCE South 00 degrees 06 minutes 00 seconds West, parallel with the East line of said Section 18, 552.75 feet to a point of curve;

THENCE Southwesterly along the arc of a 50.00 foot radius curve to the right, through a central angle of 36 degrees 45 minutes 24 seconds, 32.08 feet to a point of tangent;

THENCE South 36 degrees 51 minutes 24 seconds West 43.74 feet to a point of curve;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIRST NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-233323 KM

EXHIBIT A (Continued)

THENCE Southwesterly along the arc of a 25.00 foot radius curve to the right, through a central angle of 47 degrees 27 minutes 59 seconds 20.71 feet to a point of reverse curve;

THENCE Southwesterly along the arc of a 225.00 foot radius curve to the left, through a central angle of 36 degrees 08 minutes 11 seconds 141.91 feet to a point of tangent;

THENCE South 48 degrees 11 minutes 12 seconds West 85.89 feet to a point of curve;

THENCE Southwesterly along the arc of a 375.00 foot radius curve to the right, through a central angle of 12 degrees 15 minutes 36 seconds 80.24 feet to a point of tangent;

THENCE South 60 degrees 26 minutes 48 seconds West 308.86 feet to a point of curve;

THENCE Northwesterly along the arc of a 20.00 foot radius curve to the right, through a central angle of 116 degrees 19 minutes 28 seconds, 40.60 feet to a point of tangent;

THENCE North 03 degrees 13 minutes 44 seconds West 120.09 feet to a point of curve;

THENCE Northwesterly along the arc of a 45.00 foot radius curve to the left, through a central angle of 52 degrees 01 minutes 31 seconds, 40.86 feet to a point of tangent;

THENCE North 55 degrees 15 minutes 15 seconds West 61.26 feet to a point of curve;

THENCE Northwesterly along the arc of a 35.00 foot radius curve to the right, through a central angle of 47 degrees 12 minutes 35 seconds 28.84 feet to a point of tangent;

THENCE North 08 degrees 02 minutes 40 seconds West, 49.11 feet to a point of curve;

THENCE Northwesterly along the arc of a 15.00 foot radius curve to the left, through a central angle of 109 degrees 48 minutes 52 seconds, 28.75 feet to a point of tangent;

THENCE South 62 degrees 08 minutes 28 seconds West, 145.13 feet to a point of curve;

THENCE Southwesterly along the arc of a 160.00 foot radius curve to the left, through a central angle of 21 degrees 57 minutes 54 seconds, 61.34 feet to a point of tangent;

THENCE South 40 degrees 10 minutes 34 seconds West 171.49 feet to a point of curve;

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FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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COMMITMENT FOR TITLE INSURANCE

Issued by

Homer Title Agency, Inc.

Order Number: 504-233323 KM

EXHIBIT A

(Continued)

THENCE Southwesterly along the arc of a 45.00 foot radius curve to the right, through a central angle of 48 degrees 11 minutes 57 seconds, 37.86 feet to a point of intersection with the East line of the above described parcel, which point is South 00 degrees 11 minutes 12 seconds West, along said East line, 104.77 feet from its Northeast corner.

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