

# BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Requested Board	d Meeting	Date:	October	3, 201	Ī
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\* = Mandatory, information must be provided

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

Sun State Towers III, LLC

#### \*Project Title/Description:

Lease to Sun State Towers III, LLC of property at Quail Creek Wastewater Reclamation Facility for a cell tower, building and associated equipment. LCP-0107. Supervisor District 2. (AZ02-059 CHECKPOINT).

#### \*Purpose:

Sun State Towers III, LLC, a Delaware limited liability company ("Tenant" or "Sun State") contemplates entering into a lease of property located at the Quail Creek Wastewater Reclamation Facility, 18900 S. Old Nogales Highway, consisting of approximately 1,500 square feet, for a communications facility, including a tower, building and associated equipment. A one-time bonus payment in the sum of \$6,000.00 will be payable within 60 days of the Board's approval of the Agreement. This will allow Sun State up to one year to complete its due diligence. The Lease term will begin when Sun State commences ground disturbance and will be for five (5) years, with automatic renewals for six (6) additional five (5) year periods, unless Sun State terminates the lease by providing written notice of termination in accordance with the Lease. The rent was established and legal notice was published in accordance with the A.R.S. section 11-256.

#### \*Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

#### \*Program Goals/Predicted Outcomes:

Staff recommends that the Board of Supervisors approve and execute the the Communications Site Lease and a Memorandum of Lease to be recorded.

#### \*Public Benefit:

Enhanced cell phone coverage for Pima County, and collection of a one-time signing bonus of \$6,000.00 and base rental income of \$24,000.00 for the 1st year of the lease, with a rent escalation of 3% per year thereafter. The County may place equipment on the tower upon compliance with the lease terms, and the County may receive additional revenue from leasing land to third parties co-locating on the tower.

#### \*Metrics Available to Measure Performance:

The rental rate is supported by an appraisal.

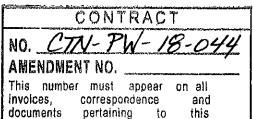
#### \*Retroactive:

No.

Document Type: CTN Department Code: PW	Contract Number (i.e.,15-123): 18*044
Effective Date: 10/03/2017 Termination Date: 10/02/202	Prior Contract Number (Synergen/CMS):
☐ Expense Amount: \$*	
*Funding Source(s) required: Sun State Towers III, LLC	
Funding from General Fund? CYes © No If Yes	\$, %
Contract is fully or partially funded with Federal Funds? *Is the Contract to a vendor or subrecipient?	☐ Yes ⊠ No
Were insurance or indemnity clauses modified?  If Yes, attach Risk's approval	☐ Yes ⊠ No
Vendor is using a Social Security Number?	☐ Yes   No
If Yes, attach the required form per Administrative Procedure	e 22-73.
Amendment / Revised Award Information	
	Contract Number (i.e.,15-123):
Amendment No.:	AMS Version No.:
Effective Date:	New Termination Date:
	Prior Contract No. (Synergen/CMS):
CExpense or CRevenue CIncrease CDecrease	
Is there revenue included? CYes CNo If	Yes \$
*Funding Source(s) required:	
Funding from General Fund? CYes CNo If	Yes \$ %
Funding from General Fund?	d awards) C Award C Amendment
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Revised 8/2017

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#### **PIMA COUNTY REAL PROPERTY SERVICES**

PROJECT: COMMUNICATIONS SITE LEASE AT 18900 S. Old Nogales Highway, Green Valley

TENANT: SUN STATE TOWERS III, LLC (AZ02-059 Checkpoint)

**AMOUNT: 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": Sun State Towers III, LLC, a Delaware Limited Liability Company
- 1.3. "WRF": Green Valley Wastewater Reclamation Facility, located at 18900 South Old Nogales Highway, Green Valley, AZ, which is owned by Landlord
- 1.4. "Leased Premises" or "Premises": the land which is legally described on <u>Exhibit A.</u> The Premises total approximately 4,631 square feet.
- 2. **Background and Purpose.** Tenant desires to lease the Premises from Landlord for the purpose of constructing, maintaining, removing, replacing, securing, and operating a communications facility and uses incidental thereto, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "*Tower*"), a building (the "*Building*"), and structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, equipment, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Premises (collectively, the "*Equipment*"). The Tower, Building and Equipment are hereinafter collectively referred to as the

- "Tenant's Facilities"). The purpose and intent of this Lease is to facilitate the use of the Premises by Tenant as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals of any kind and frequency. Such use shall include Tenant's ability to install utilities (including, but not limited to, electricity and electric power sources or creation of any kind, fiber optic lines, cable lines, and any cabling or transmission conduits of any kind or type) in, on, and to the Premises. Landlord has advertised and auctioned this Lease pursuant to A.R.S. §11-256 and Tenant was the highest responsible bidder at said auction.
- 3. Lease of Premises. Landlord agrees to lease the Premises to Tenant on the terms and conditions contained in this Lease.
- 4. **Effective Date.** This Lease shall be effective on the date it is signed by all of the parties hereto (the "*Effective Date*"). This Lease shall be considered signed by County on the date that it is executed by the Chair of the Pima County Board of Supervisors.
- 5. **Signing Bonus.** As additional consideration for this Lease, Tenant shall pay Landlord a one-time, non-refundable lump-sum signing bonus of Six-Thousand Dollars (\$6,000.00), which shall be considered as "additional rent for the Premises for the period beginning on the Effective Date, until the Commencement Date, which sum shall be paid within sixty (60) days of the Effective Date. Landlord recognizes that Section 4 of this Lease governs the Effective Date and that this Section 5 does not impact whether or not Tenant chooses to commence the Term.

# 6. Term/Commencement Date.

- 6.1. Commencement Date. The "Commencement Date" shall mean the earlier of:
  - 6.1.1. the 1st day of the first full month that is 365 days after the Effective Date, or
- 6.1.2. the date Tenant commences ground disturbance for installation of the equipment on the Premises ("Ground Disturbance"), provided that in the event the date Tenant commences Ground Disturbance falls between the 1st and 15th of the month, the Lease shall commence on the 1st of that month, and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date if such date is based upon Ground Disturbance. The term "Ground Disturbance" shall not include Tenant's standard due diligence of the Premises for suitability, including but not limited to, soils testing for architectural or environmental purposes.
- 6.1.3. Tenant shall have the right to terminate this Lease at any time before the Commencement Date for any or no reason in Tenant's sole discretion.
- 6.2. <u>Initial Term.</u> The initial term of this Lease shall be for a term commencing on the Commencement Date and ending five (5) years after the Commencement Date (the "*Termination Date*"), unless earlier terminated or extended in accordance with the terms set forth herein.

- 6.3. Extensions of Lease. This Lease shall automatically be extended for six (6) additional five (5) year terms unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The "*Term*" shall be considered the initial term plus any extension terms.
- It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining after the Effective Date any and all agreements, easements, permits, certificates, licenses, variances, zoning approvals, or any other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Tenant's use of the Premises as set forth above and/or which are necessary for the construction and operation of Tenant's Facilities. Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Tenant. In that regard, after the Effective Date and during the period prior to the Commencement Date, Landlord will provide Tenant with any keys or access codes necessary for access to the Premises. During such period, Tenant and its officers, agents, employees and independent contractors may enter upon the Premises to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a metes and bounds survey of the Premises (the "Survey"), provided that Tenant will not unreasonably interfere with Landlord's use of the Premises in conducting these activities. At Tenant's discretion, the legal description and/or depiction of the Premises as shown on the Survey may replace the descriptions of the Premises set forth on Exhibit A and Exhibit B of this Lease.
- 6.5. Tenant shall have the right to terminate this Lease upon thirty (30) days' written notice to Landlord in the event that (i) any of applications for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority, through no fault of Tenant; (iii) Tenant determines, in its sole discretion, that such Governmental Approvals may not be obtained in a timely manner; (iv) Tenant determines, in its sole discretion, that any soil boring tests are unsatisfactory; or (v) after the initial five (5) year term of the Lease and only upon delivery of ninety (90) days prior written notice of such termination from Tenant, if Tenant determines that either (a) the Premises is no longer technically compatible for its use, or (b) Tenant, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Tenant, or upon such later date as designated by Tenant. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, Tenant shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder.

#### 7. Rent.

7.1. <u>Monthly Base Rent</u>. Beginning on the Commencement Date and on the first day of each calendar month thereafter throughout the Term hereof, Tenant shall pay to Landlord as monthly rent in advance the sum of Two-Thousand Dollars (\$2,000.00) ("*Base Rent*"), adjusted as provided in Section 7.2 below. Base Rent will be prorated for any partial months, including, the month in which

Section 7.2 below. Base Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs. Notwithstanding the foregoing, Landlord and Tenant acknowledge that the first Base Rent payment shall not be due from Tenant before the date that is sixty (60) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Tenant shall send to Landlord the Base Rent for January and February (i.e. the first and second month's Base Rent) by March 2. Landlord and Tenant agree to execute a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required.

- 7.2. <u>Rent Escalation</u>. Beginning one year after the Commencement Date, and annually thereafter during the Term, Base Rent shall be increased annually in an amount equal to three percent (3%) of the immediately preceding annual rate or Base Rent.
- 7.3. Taxes. In addition to Base Rent, Tenant shall also pay any incremental increase in taxes, maintenance or repair costs, or other costs owed or paid by Landlord resulting directly from Tenant's rental or use of the Premises, including without limitation any property, rental, sales, use, or other taxes levied by any governmental entity, or Tenant's proportionate share of any costs or fees validly imposed on the Premises by a third party as a direct result of Tenant's rental or use of the Premises, including, by way of example, any proportionate costs of access to the Premises, except that Tenant shall have no liability for any increase in, or any other portion of, Landlord's income taxes, whether federal, state or local. Landlord shall provide reasonable written evidence of any amounts due by Tenant hereunder prior to payment by Tenant. In addition to the foregoing, if personal property taxes are assessed against Tenant's Facilities, Tenant shall be responsible for any portion of such taxes.
- 7.4. <u>Payment of Rent</u>. Rent must be delivered to (unless otherwise directed in writing by Landlord):

Pima County Government Finance-Revenue Management Division 33 N. Stone, 6th Floor Mail Stop DT-BAB6-401 Tucson, AZ 85701-1317

- 7.5. <u>Late Payment Fee.</u> In the event any payment of Base Rent is not paid when due, Tenant shall pay a late payment fee of Ten Dollars (\$10.00) per day for each day that such Base Rent payment is late. Landlord shall provide written notice to Tenant of any late payment of rent, but a failure to provide such notice shall not relieve Tenant from its obligation to pay the late payment fee due pursuant to this Section 7.5.
- 7.6 Rental Documentation. If Landlord sells the Premises or assigns this Lease in accordance with the terms and conditions set forth in Section 19, any successor to Landlord ("Successor") will provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to Tenant in Tenant's sole but reasonable discretion, evidencing Landlord's good and sufficient title to and/or interest in the Premises and right to receive rental 4843-1541-7668

payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Tenant, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Tenant in Tenant's sole but reasonable discretion. Within thirty (30) days of a written request from Tenant, Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. The Rental Documentation shall be provided to Tenant in accordance with the notice provisions of this Lease. If Landlord transfers the Premises or assigns its interest in this Lease, delivery of Rental Documentation to Tenant shall be a prerequisite for the payment of any rent by Tenant.

- 8. Utilities. During the term of this Lease, Landlord grants to Tenant, Tenant's employees, agents, contractors and any Collocator(s) (defined below) a non-exclusive easement for the purpose of installing new and/or improving present utilities on the Premises at the location(s) described on Exhibit B as necessary to install and maintain Tenant's Facilities, which may include, but is not limited to, the installation of backup generators on the Premises. Tenant must, at its sole cost and expense, arrange for the furnishing of all utilities, including electricity, gas, water and sewer, that are necessary for its operations on the Premises, and Tenant covenants and agrees to pay all charges for such utilities and services directly to the supplier thereof. Except for any failure or defect caused by Landlord's gross negligence or willful misconduct, Landlord will not be liable in any way to Tenant for any failure or defect in the supply or character of utilities furnished to the Premises by reason of any requirement, act or omission of the provider of such service, or for any other reason.
- 9. Use. Tenant may use the Premises for any lawful activity in connection with the provision of communication services by Tenant, including, but not limited to, the purposes set forth in Section 2 of this Lease.
- 10. Access. Tenant, Tenant's employees, agents, contractors and any Collocator(s) entities shall have access, ingress and egress to the Premises, each at its sole discretion, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, at no charge. During the term of this Lease, Landlord grants to Tenant, Tenant's employees, agents, contractors and any Collocator(s) a non-exclusive easement for the pedestrian and vehicular ingress and egress at the location(s) described on Exhibit B as necessary to install and maintain Tenant's Facilities. In the event that the Premises loses access to a public right of way during the Term, Landlord and Tenant agree to amend this Lease, at no imposed cost to either party, to provide access to a public way by: (i) amending the location(s) of the access easements set forth on Exhibit B; or (ii) granting an additional access easement to Tenant. To the extent damage (including wear and tear caused by normal usage) to the access ways or any other routes contemplated hereunder intended to provide Tenant with access to the Premises is caused by Landlord or Landlord's tenants, licensees, invites or agents, Landlord will repair the damage at its own expense. Landlord will maintain access to the Premises from a public way in a free and open condition so that no interference is caused to Tenant by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that Tenant's access to the Premises is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, in addition to any and all rights and remedies set forth in this Lease, Tenant shall have the right to pursue any and all rights and remedies that it may have at law or in equity.

#### 11. Tenant's Facilities.

- 11.1. Tenant will have the right to construct Tenant's Facilities on the Premises (the "*Project*"), which will be the exclusive property of Tenant throughout the Term as well as upon the expiration or termination of this Lease. The Project must be constructed 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; provided, however, that Tenant is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon Tenant's Facilities or the Premises. Tenant must obtain all necessary permits. The Building must be erected wholly within the boundary lines of the Premises. Tenant shall be solely responsible for payment of all costs for construction of Tenant's Facilities.
- 11.2. To further the purposes of the construction of the Project, Landlord grants Tenant a non-exclusive easement in, over, across and through the Premises, as more particularly described on Exhibit B, and other real property owned by Landlord contiguous to the Premises as may be reasonably required for construction, installation, maintenance, and operation of the Project including: (i) access to the Premises for construction machinery and equipment, (ii) storage of construction materials and equipment during construction of the project, and (iii) use of a staging area for construction, installation and removal of equipment.
- 11.3. Tenant may, at its sole expense, use any and all appropriate means of restricting access to the Premises and/or the Project, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Premises, including any access road to the Premises.
  - 11.4. The Tower shall be constructed to accommodate Collocators.
- 12. **Pre-Construction Requirements**. Before any construction of the Project is commenced on the Premises, and before any building materials have been delivered to the Premises by Tenant or under Tenant's authority, and during the period of construction, Tenant must comply with all the following conditions or obtain Landlord's written waiver of the condition or conditions specified in the waiver:
- 12.1. <u>Plans.</u> Plans and specifications for the Project prepared by an architect or engineer licensed to practice in Arizona are attached hereto as <u>Exhibit C</u> (the "Plans") and are hereby approved by Landlord.
- 12.2. <u>Liability Insurance</u>. Tenant must furnish to Landlord proof that Tenant has obtained the liability insurance required under Section 21 below.
- 12.3. <u>Builder's Risk Insurance</u>. Tenant must furnish to Landlord proof that Tenant, or Tenant's contractor, has obtained "all risks" builder's risk insurance including vandalism and malicious mischief, in broad form and with a company reasonably acceptable to Landlord, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees.

- 12.4. <u>Payment and Performance Bonds.</u> Tenant must deliver to Landlord payment and performance bonds issued by a surety company licensed to do business in the State of Arizona, running to Landlord, as obligee, conditioned on the contractor's completion of the Project in accordance with the Plans and the provisions of this Lease, free and clear of all mechanics' and materialmen's or other liens and free and clear of all financing statements under the Uniform Commercial Code. This bond must be in an amount and in a form and written by a company approved by Landlord, which approval Landlord will not unreasonably withhold, condition or delay.
- 12.5. <u>Worker's Compensation Insurance</u>. Tenant must deliver to Landlord satisfactory proof that worker's compensation insurance has been procured to cover all persons employed in connection with the construction.
- 12.6. <u>Costs</u>. The costs associated with Landlord's review of the Plans and Tenant obtaining the Governmental Approvals for the Project will be paid for by Tenant.

### 13. Construction Requirements.

- 13.1. <u>Liens</u>. Tenant agrees to timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Project which are ordered or contracted with by Tenant, and in the event that any lien attaches to the Premises or any interest therein as a result of a failure by Tenant to make any such payment for which Tenant is responsible under the terms of this Lease, Tenant agrees to remove such lien within thirty (30) days of attachment, at Tenant's sole cost and expense.
- 13.2. <u>Plan Modifications</u>. Tenant may, at any time during the course of construction, request that the Plans be modified in such particulars as may be specified by Tenant, and Landlord agrees that it will not unreasonably withhold, condition or delay its consent to such changes.
- 13.3. Commencement of Construction. Unless Tenant terminates this Lease in accordance with Tenant's rights under this Lease, Tenant shall commence construction of the Project within one (1) year after the Effective Date or ninety (90) days after the date Tenant obtains all necessary local and federal Governmental Approvals, whichever is later. Notwithstanding the foregoing, any such delay in the commencement of construction shall not affect Tenant's obligation to commence payment of the monthly Base Rent as set forth in Section 7.1. If Tenant fails to commence construction within the time limits set forth above (without regard to delays occasioned by "force majeure"), Landlord will have the right as its sole and exclusive remedy to cancel this Lease by written notice to Tenant, in which event this Lease will terminate thirty (30) days after the giving of such notice, unless Tenant, within such thirty (30) day period, commences construction of the Project. After construction is commenced, Tenant must diligently pursue it to completion, in accordance with the Final Plans, in a good workmanlike manner, and in compliance with all applicable laws and regulations of all governmental bodies and pursuant to the conditions of any Governmental Approvals obtained by Tenant.
- 13.4. <u>Landlord Inspection</u>. During construction of the Project, the Project will be subject to inspection by representatives of Landlord who will be permitted access and the opportunity to inspect the Project at all reasonable times upon at least forty eight (48) hours prior written notice to 4843-1541-7668

Tenant, except in the case of an emergency, but this provision will not in any way whatsoever create any obligation on Landlord to conduct such an inspection. Notwithstanding the foregoing, Landlord shall not access or climb Tenant's Tower or Building without Tenant's prior written consent.

- 13.5. <u>Substantial Completion</u>. In the event construction is not substantially completed within fifteen (15) months after Tenant commences same (subject to delays occasioned by "force majeure"), Landlord will have the right as its sole and exclusive remedy to cancel this Lease by written notice to Tenant, in which event this Lease will terminate thirty (30) days after the giving of such notice, unless Tenant, within such thirty (30) day period, substantially completes construction of the Project.
- 13.6. <u>Final Completion.</u> Notwithstanding that the Project has been substantially completed, Tenant must diligently proceed to final completion of the Project and obtain a permanent certificate of occupancy for the Project.
- 13.7. <u>Manner of Construction</u>. Notwithstanding anything to the contrary hereof, construction of the Project by Tenant must be done in such a manner that it does not materially and unreasonably interfere with the Premises. Tenant will store construction equipment or materials within a reasonable area on or around the Premises, and will provide temporary fencing to secure such construction staging area.
- 13.8. <u>Replanting of Vegetation</u>. Tenant must replant any trees or other significant vegetation removed during construction on the Premises, in a location and a manner reasonably satisfactory to Landlord, with like-in-kind trees or vegetation; provided, Tenant shall not be responsible for maintaining any vegetation after planting.
- 13.9. <u>Design Capacity.</u> At the time of Tenant's initial design of Tenant's Facilities, no structural member, foundation component, fastener, weldment or discreet section shall be stressed to more than 80% of the designed capacity. Additionally, the designed capacity of Tenant's Facilities shall at all times include a minimum of two (2) additional cellular arrays. In the event any change or modification to the International Building Code ("*IBC*") requirements necessitates structural modification or alteration to Tenant's Facilities in order to comply with the preceding sentence, Tenant agrees to make such structural modification or alteration in order to bring the capacity of Tenant's Facilities in compliance with local building codes and applicable IBC requirements, as applicable and as amended from time to time, and as adopted by the permitting jurisdiction.

# 14. Title to the Project.

- 14.1. Tenant will own the Project improvements and Tenant's Facilities as they are built. At all times, title to the Project and Tenant's Facilities will belong solely to the Tenant.
- 14.2. All of the Equipment shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Equipment at its sole expense on or before the expiration or earlier termination of this Lease, and Tenant shall repair any damage to the Premises caused by that removal, reasonable wear and tear excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove Tenant's Facilities from the Premises at its sole cost and expense within ninety (90) days following such expiration or termination, unless Landlord has advised Tenant in writing 4843-1541-7668

that Tenant's Facilities may remain on the Premises, in which case Tenant may elect to remove Tenant's Facilities, or to convey title to Tenant's Facilities to Landlord pursuant to a bill of sale at no cost to Landlord.

- 15. **Alterations.** Tenant, after completion of the Project, may from time to time during the Term make changes, alterations, additions, substitutions or improvements to the Premises (collectively, "<u>Alterations</u>"), at Tenant's sole cost and expense, as set forth below:
- 15.1. Minor Alterations. Tenant and/or any Collocators may make alterations within the confines of the Premises or utility or access easement(s); specifically including any and all changes to Tenant's Facilities inside the equipment space or like for like swap of antennas and related equipment as Tenant may reasonably consider necessary and desirable to adapt or equip the Project for Tenant's use and occupancy, except as set forth below. Tenant shall be permitted to make such alterations without incurring any increase in Base Rent, and without Landlord's approval thereof conditioned upon any extension of the remaining Term or other change to the terms and conditions of this Lease.
- 15.2. <u>Substantial Alterations</u>. Tenant will make no Alterations that will materially modify the visual impact of the Tower or the outside of the Building (collectively, "<u>Substantial Alterations</u>"), unless Tenant first delivers plans and specifications to Landlord and obtains Landlord's written approval which will not be unreasonably withheld, conditioned or delayed. In the event Landlord fails to approve or disapprove such plans and specifications within thirty (30) days following receipt thereof, the plans and specifications for the Substantial Alterations will be deemed approved by Landlord. The requirements applicable to the initial construction of the Project, as set forth in Section 13 above, including but not limited to insurance and bonding requirements and approval of plans and specifications, will apply to Substantial Alterations.
- 16. Maintenance and Repairs. All improvements on the Premises, both outside and inside, must be put and kept in good order and repair by Tenant at Tenant's sole cost and expense, and subject to the terms and conditions of this Lease, Tenant must make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, that may be necessary or required by Tenant to maintain Tenant's Facilities in working condition. If Tenant fails to make such repairs, restoration or replacements within thirty (30) days after written notice from Landlord, then Landlord may make them, and Tenant shall reimburse Landlord the actual costs incurred by Landlord in connection with such repairs, restoration or replacements within thirty (30) days after Landlord sends Tenant an invoice detailing the actual costs incurred by Landlord. Notwithstanding the foregoing, Tenant will remove any graffiti on the Building or Tenant's fence or wall within ten (10) business days after Tenant receives written notice from Landlord of the graffiti.
- 17. **Entry by Landlord.** Landlord reserves the right to enter the Premises to inspect the same; provided that Landlord will give Tenant at least forty-eight (48) hours advance written notice. Notwithstanding the foregoing, Landlord shall not access or climb Tenant's Tower or Building without Tenant's prior consent. Landlord shall notify Tenant in the event of an emergency and, if Tenant fails to respond, Landlord at any and all times will have the right to use any and all means which Landlord may deem proper to open gates or doors in an emergency in order to obtain entry to the Premises, without liability to Tenant, except for any failure to exercise due care for Tenant's

property, and any entry to the Premises obtained by Landlord by any such means, or otherwise, will not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof. The telephone number for Tenant's Network Operations Center is 1-866-426-9204.

#### 18. Damage for Casualty.

- 18.1. Except as provided in Section 18.2 below, if any of Tenant's Facilities on the Premises is damaged or destroyed by any cause whatsoever, during the Term of this Lease, Tenant may, within one hundred eighty (180) days after the date of such damage, elect to repair and replace the same at its own expense, to substantially the same condition existing immediately prior to the damage or destruction, and, if Tenant does repair and replace, Tenant's obligations under this Lease will not be terminated or suspended.
- 18.2. If the Premises are substantially destroyed by fire or other casualty at any time during the Term, in Tenant's sole but reasonable discretion, then Tenant may terminate this Lease by written notice given to Landlord within thirty (30) days after the date of such destruction, and Tenant will be discharged from responsibility to repair the damage, but Tenant must in that event, at Tenant's sole cost and expense, remove any remaining portion of Tenant's Facilities within ninety (90) days after the date of such termination.

#### 19. Intentionally Deleted.

#### 20. Co-Location.

- 20.1. Right to Co-Locate. Subject to Landlord's Right of First Refusal under Section 20.4 below, Tenant shall have the right to co-locate additional users on Tenant's Facilities (each, a "Collocator" and collectively, the "Collocators"), which includes the Leased Premises, in compliance with the terms of this Section 20. Fifty percent (50%) of all rent revenue actually received by Tenant from Tenant having subleased a portion of Tenant's Facilities to a Collactor on Tenant's Tower (beyond the initial Collocator on Tenant's Tower) shall be paid by Tenant to Landlord within thirty (30) days of receipt of the same from Tenant. Any agreement to co-locate space on Tenant's Facilities to a Collocator shall be pursuant to a separate agreement between the Collocator and Tenant, and Landlord shall not be a party to and shall have no interest in any such agreement.
- 20.2. <u>Non-interference</u>. Landlord will not grant, after the Effective Date, any agreement, Lease or any other right to any third party for the use of the Premises if such use may in any way adversely affect or interfere with Tenant's Facilities. If at any time any equipment on the Premises belonging to a subsequent Landlord lessee or tenant causes unacceptable interference to the Tenant Facilities, including any of Tenant's equipment or communications network, in Tenant's and Landlord's mutual reasonable discretion, Tenant may demand that Landlord require the third party to immediately, and without prior notice, shut down, modify, remove, or relocate the equipment at the third party's sole expense until a satisfactory solution is found to rectify such interference, and Landlord shall be responsible for causing said third party to comply with the provisions of this Section 20.2.
- 20.3. <u>Notice to Tenant</u>. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment outside of the Premises.

- 20.4. <u>Landlord's Right of First Refusal</u>. At such time as Tenant receives an application for collocation from any third party which desires to co-locate on Tenant's Facilities (beyond the initial Collocator), Tenant shall promptly notify Landlord in writing of such application. Landlord shall have the right, but not the obligation, within fourteen (14) days of receiving such written notice from Tenant, to exercise its rights under this Lease to place its own equipment on Tenant's Tower pursuant to Section 20.5 below, by advising Tenant of same in writing. If Landlord fails to respond to Tenant's written notice within fourteen (14) days' receipt thereof, or if Landlord indicates to Tenant in writing that it does not intend to exercise its Right of First Refusal, Tenant shall be free to enter into an agreement with such third-party pursuant to Section 20.1 above and Landlord shall be deemed to have waived its rights with respect to such collocation space on Tenant's Facilities.
- 20.5. <u>Landlord Use of Tower.</u> If Landlord exercises its Right of First Refusal under Section 20.4 above, Landlord may place certain equipment upon Tenant's Tower at no rental cost to Landlord provided that such equipment shall be placed on the Tower not less than one-hundred eighty (180) days after Landlord has exercised its Right of First Refusal; and further provided:
- 20.5.1. Landlord's equipment shall be purchased, installed and maintained, at the expense of Landlord, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities. Tenant assumes no responsibility for the licensing, operation or maintenance of the Landlord's equipment.
  - 20.5.2. Landlord shall arrange for and pay for power to its equipment.
- 20.5.3. If Landlord requires ground space for its equipment, such space shall be located outside of Tenant's Premises.
- 20.5.4. Landlord agrees not to damage the Premises, the Tower or any personal property or fixtures thereon in any way. Landlord shall be responsible and liable for any such damages.
- 20.5.5. Installation of any equipment placed upon the tower shall be conditioned upon review and approval of a structural report and completed plans submitted by Tenant, which approval shall not be unreasonably withheld. If Tenant determines that improvements to the Tower are necessary to support Landlord's equipment, then Tenant may condition approval of Landlord's equipment upon completion of such Tower improvements. Any such Tower improvements shall be completed by Tenant, or its contractors, at Landlord's expense.
- 20.5.6. Landlord agrees that its equipment shall not cause interference to the use or enjoyment of the property of Tenant and other licensees located at the Premises, but not necessarily limited to interference with radio communication facilities. In the event that Landlord's equipment causes such interference to such use or enjoyment, Landlord agrees immediately to cease operations until such interference is removed by Landlord, at its sole expense.
- 20.5.7. Landlord, at its cost and expense, agrees to relocate Landlord's equipment to

another location on the Tower, in the event that the Tenant deems it necessary to use the space for Tenant's own purpose. The site of such relocation shall be by mutual agreement in writing between the Landlord and Tenant.

- 20.5.8. It is further understood and agreed the Tenant must approve of, in writing, all contractors and personnel chosen by Landlord to install, maintain and operate the equipment, which approval shall not be unreasonably withheld, and that Landlord's maintenance and operation of its system will in no way damage or interfere with the Tenant's use of the tower, antennas and appurtenances.
- 20.5.9. All installations and operation by Landlord shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Tenant assumes no responsibility for the licensing, operation, and/or maintenance of Landlord's equipment.
- 20.5.10. Tenant shall not be liable for injury or damage to any person or property occurring within or on the Premises under use by Landlord unless caused by or resulting from the negligence of the Tenant, its servants, agents or employees.
- 20.5.11. Maintenance of the Landlord's equipment shall be in accordance with the reasonable standards and requirements of Tenant, and shall be done under Tenant's supervision. Scheduling of any and all work will be coordinated with Tenant.
- 20.5.12. All of Landlord's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by Tenant. All cables and wires entering or exiting equipment buildings must do so in a manner approved by Tenant

#### 21. Insurance.

- 21.1. <u>Types of Insurance Required</u>. 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:
- 21.1.1. Commercial General Liability insurance with coverage at least as broad as ISO form CG 001 or equivalent 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.
- 21.1.2. Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 001 or equivalent 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).
- 21.1.3. Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000 per injury, illness, or disease.

- 21.1.4. Commercial Property, Boiler and Machinery insurance with coverage at least as broad as ISO forms CP 00 01 and BM 00 20 or equivalent, covering the full replacement cost of all improvements on the Premises.
- 21.2. <u>Certificates</u>. Tenant must provide Landlord with copies of certificates of insurance showing the current status of all insurance policies. Landlord shall be included as an additional insured as their interest may appear on the commercial general liability and automobile liability insurance policies. Copies of such insurance certificates shall bear the Contract Number assigned by County and the Site Location and shall be mailed to:

Pima County Telecom Contracts Administrator Pima County Real Property Services 201 N. Stone Avenue, 6<sup>th</sup> Floor Tucson, AZ 85701-1215

- 21.3. <u>Waiver of Subrogation</u>. Each party waives and releases its claims and subrogation rights against the other for losses typically covered by property and worker's compensation insurance.
- 21.4. <u>Changes to Insurance Requirements</u>. Landlord may review and reasonably alter coverage and amount of insurance required hereunder to commercially reasonable amounts as required by other similarly situated landlord's in the market of leasing space for communications facilities in Pima County, Arizona, but in no event more than once every five (5) years. Landlord will notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant will have one hundred eighty (180) days to comply with the requirements as changed.
- 21.5. Indemnification. 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 Tenant, its agents, employees, invitees or contractors; provided, in no event shall Tenant indemnify, defend and hold harmless Landlord, its officers, employees and agents, from any losses, costs, or expenses (including reasonable attorney fees) incurred 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 Landlord, its agents, employees, invitees or contractors. Landlord agrees that, to the fullest extent permitted by law, Landlord will indemnify, defend, and hold harmless Tenant, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Tenant 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 Landlord, its agents, employees, invitees or contractors; provided, in no event shall Landlord indemnify, defend and hold harmless Tenant, its officers, employees and agents, from any losses,

costs, or expenses (including reasonable attorney fees) incurred by Tenant 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 Tenant, its agents, employees, invitees or contractors.

#### 22. Default/Termination.

- 22.1. <u>Tenant Default</u>. The occurrence of any one or more of the following events beyond the applicable notice and cure period set forth herein will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:
- 22.1.1. Operation of Premises. The vacating or abandonment of the Premises by Tenant that continues for a period of sixty (60) days after notice of such default is sent by Landlord to Tenant.
- 22.1.2. *Monetary Obligations*. The failure by Tenant to make any payment required to be made by Tenant under this Lease within thirty (30) days after Tenant's receipt of a written notice of such monetary default.
- 22.1.3. *Insurance*. The failure by Tenant to maintain insurance policies as required by Section 21 within ten (10) days after Tenant's receipt of a written notice from Landlord, in which event Tenant must immediately cease all operations at the Premises until such insurance is obtained.
- 22.1.4. Violation of Law. Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, which continues for a period of thirty (30) days after notice of such default is sent by Landlord to Tenant.
- 22.1.5. 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, which continues for a period of fifteen (15) days after notice of such default is sent by Landlord to Tenant.
- 22.1.6. Other Covenants. The failure by Tenant to observe or perform any other of the non-monetary 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.
- 22.2. <u>Landlord Default</u>. 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.

#### 22.3. Remedies.

- 22.3.1. 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. Notwithstanding the foregoing, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 22.3.2. 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), following written notice to Tenant and failure by Tenant to remedy the situation in accordance with the cure periods set forth in this Lease, 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; provided, however, Landlord shall not be entitled to ever maintain, repair or remove Tenant's Facilities.
- 23. Surrender of Premises/Holding Over. Within the one hundred eighty (180) day removal period as provided in Section 14.2 of this Lease, Tenant must quit and surrender the Premises in good condition and repair, normal wear and tear excepted. Any holding over with the consent of Landlord after the expiration of the removal period or earlier termination of the Lease will be construed to be a tenancy from month-to-month upon the same terms and conditions as provided in this Lease, to the extent applicable. Tenant's obligations under this Section 23 will survive the expiration or earlier termination of the Term of this Lease.

# 24. Assignment or Subletting.

24.1. Any sublease, license or assignment of this Lease that is entered into by Landlord or Tenant shall be subject to the provisions of this Lease. Notwithstanding the foregoing, and except as expressly provided in this Lease to the contrary with respect to any Collocator(s), Tenant may not assign, or otherwise transfer, all or any part of its interest in this Lease or in the Premises without the prior written consent of Landlord, which shall not unreasonably be withheld, conditioned or delayed; provided, this Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord (a) to the Tenant's principal, affiliates, subsidiaries of its principal, (b) to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization, or (c) to any entity in which Chad Ward and Benjamin Feldman are members, partners or shareholders. Landlord may assign this Lease in its entirety to any third party in conjunction with a sale of the property of which the Premises is a part in accordance with Section 19 of this Lease. Any assignment by Landlord shall provide that the assignee assumes all of Landlord's obligations under this Lease, and Tenant shall be provided with written notice of such assignment within a reasonable period of time thereafter. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of Landlord and Tenant.

24.2. Notwithstanding the foregoing, Tenant may mortgage or grant a security interest in this Lease and Tenant's Facilities, and may assign this Lease and Tenant's Facilities to any mortgagees or holders of security interests of Tenant's Facilities including their successors and assigns (collectively, "Secured Parties"). If requested by Tenant, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested Tenant, Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant. If a termination, disaffirmance or rejection of this Lease by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Lease for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing all or any of Tenant's Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Lease.

# 25. Condition of Land; Quiet Enjoyment.

- 25.1. No Warranty. Tenant acknowledges that it is fully familiar with the physical condition of the Premises and has received the same in good order and condition. LANDLORD MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LANDLORD IS NOT LIABLE FOR ANY LATENT OR PATENT DEFECT THEREIN. Tenant's use of the Premises is subject to all existing easements, rights-of-way and set-backs existing as of the date of this Lease.
- 25.2. <u>Quiet Enjoyment.</u> Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises, provided that Tenant is not in default under this Lease after notice and expiration of all cure periods.

# 26. Environmental.

- 26.1. Landlord represents and warrants that to the best of its knowledge the Premises has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Premises.
- 26.2. Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way

related to the condition of the Premises and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

- 26.3. The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.
- 26.4. In the event Tenant becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in Tenant's sole determination, renders the condition of the Premises unsuitable for Tenant's use, or if Tenant believes that the leasing or continued use of the leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, and provided that Tenant is not responsible for, in whole or in part, directly or indirectly, any such condition, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to immediately terminate this Lease upon delivery of notice to Landlord.
- 27. **Sustainability Plan.** Tenant shall endeavor to operate Tenant's Facilities in accordance with the County's Sustainability Plan; provided, the parties understand that Tenant shall not be required to use recycled materials for its improvements.
- 28. **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 by registered or certified mail, postage prepaid, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows:

<u>If to Landlord</u>: Manager, Pima County Real Property Services

201 N. Stone Ave., 6<sup>th</sup> Floor Tucson, AZ 85701-1215

With a copy to: Director, Pima County Regional Wastewater Reclamation Dept.

201 N. Stone Avenue, 8th Floor

Tucson, AZ 85701

<u>If to Tenant</u>: Sun State Towers III, LLC

1426 N. Marvin Street, #101

Gilbert, AZ 85233

Attention: Tower Development

If mailed, all such notices, demands, requests, or other communications shall be deemed received upon receipt. 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 different address for service of notice.

- 29. **Representations and Warranties of Landlord**. Landlord represents and warrants to Tenant and Tenant's successors and assigns that:
  - 29.1. Landlord has the full right, power, and authority to execute this Lease;
- 29.2. There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Premises;
- 29.3. The Premises is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Lease, and the execution of this Lease by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on Tenant's intended use or Tenant's rights under this Lease.
- 29.4. No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Premises prohibit or will interfere with Tenant's intended use;
- 29.5. Landlord has good and marketable fee simple title to Premises and any other property across which Landlord may grant an easement to Tenant, free and clear of all liens and encumbrances.
- 29.6. Tenant will at all times during this Lease enjoy ingress, egress, and access from the Premises twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, to an open and improved public road which is adequate to service Tenant's Facilities; and
- 29.7. These representations and warranties of Landlord survive the termination or expiration of this Lease.

#### 30. Miscellaneous.

- 30.1. 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 and maintained in a court of the State of Arizona in Pima County. The prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- 30.2. <u>Authority</u>. 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.
- 30.3. <u>Entire Agreement</u>. 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.
- 30.4. <u>Severability</u>. 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.

- 30.5. <u>Conflict of Interest</u>. This Lease is subject to cancellation within three (3) years after its execution pursuant to <u>A.R.S. § 38-511</u> if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of Landlord or 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.
- 30.6. <u>Lease of Real Property</u>. Landlord further recognizes that this Lease is a lease of real property under which Tenant, in addition to all rights and privileges it receives herein, is entitled to all rights and protections under 11 U.S.C. § 365(h), as amended from time to time.
- 30.7. <u>Binding Effect</u>. 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.
- 30.8. <u>Interpretation of Lease</u>. 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. Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.
- 30.9. Further Acts. Within fifteen (15) days after receipt of a written request from Tenant, Landlord will execute any document necessary or useful to protect Tenant's rights under this Lease or to facilitate Tenant's intended use including documents related to title, zoning and other Governmental Approvals, and will otherwise cooperate with Tenant in its exercise of its rights under this Lease. In the event that Landlord fails to execute any such document(s), as required by this Lease, within fifteen (15) days following receipt of a written request from Tenant, such document(s) will be deemed consented to and approved by Landlord, and, in addition to any and all rights and remedies set forth in this Lease, Tenant shall additionally have the right to pursue any and all rights and remedies that it may have at law or in equity.
- 30.10. <u>Landlord Waiver of Liens</u>. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to Tenant's Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.
- 30.11. <u>Tenant Not an Agent of Landlord</u>. 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.
- 30.12. <u>Non-Discrimination</u>. 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 including flow down of all provisions and requirements to any subcontractors. 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.

- 30.13. <u>Amendment.</u> This Lease may not be amended except by a written instrument duly executed by both parties.
- 30.14. <u>Memorandum</u>. Landlord agrees to execute a Memorandum of this Lease which Tenant may record with the appropriate recording officer. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either the Term or Base Rent payments.
- 30.15. <u>Exhibits</u>. The following Exhibits to this Lease are fully incorporated herein as if set forth at length:

**Exhibit A** Legal Description of Premises

**Exhibit B** Legal Description of Access and Utility Easements

Exhibit C Plans

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

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

Sharon Bronson, Chair, Board of Supervisors	Date
ATTEST:	
Julie Castaneda, Clerk of Board	Date
APPROVED AS TO CONTENT:	
Jackson Jenkins, Director, Pima County Regional Wastewater	
Reclamation Department	
Neil J. Konigsberg, Manager, Real-Property Services	
APPROVED AS TO FORM:	•
6/29/17	
Tobin Rosen, Deputy County Attorney, Civil Division	

Tenant: Sun State Towers III, LLC,
A Delaware Limited Liability Company

Chad Ward, Manager

117/17 Por Foldman Manager

Ben Feldman, Manager

# Exhibit A Legal Description of Premises

# TENANT LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 36, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 88° 05' 38" WEST, 2632.53 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88°05'38" WEST, 615.88 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 20°13'41" EAST, 182.56 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 90°00'00" WEST, 172.72 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

# Exhibit B Legal Description of Access and Utility Easements

# TENANT ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 13 EAST, AND THE NORTH EAST QUARTER OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 36, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 88° 05' 38" WEST, 2632.53 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88°05'38" WEST, 615.88 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 20°13'41" EAST, 182.56 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 90°00'00" WEST, 172.72 FEET; THENCE SOUTH 90°00'00" WEST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 55.21 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 19.88 FEET, WITH A CHORD BEARING SOUTH 45°00'00" EAST, 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°43'05", AN ARC LENGTH OF 31.47 FEET; THENCE NORTH 90°00'00" EAST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" WEST, 120.00 FEET; THENCE NORTH 90°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" EAST, 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET; THENCE NORTH 00°00'00" EAST, 75.21 FEET; THENCE NORTH 90°00'00" EAST, 230.09 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE SOUTH 20°13'41" WEST ALONG SAID LINE, 21.31 FEET TO THE POINT OF BEGINNING.

# TENANT UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 13 EAST, AND THE NORTH EAST QUARTER OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 36, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 88° 05' 38" WEST, 2632.53 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88°05'38" WEST, 615.88 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 20°13'41" EAST, 182.56 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 20°13'41" WEST, 18.23 FEET; THENCE NORTH 69°46'19" WEST, 10.00 FEET; THENCE NORTH 20°13'41" EAST, 14.54 FEET; THENCE SOUTH 90°00'00" EAST, 10.66 FEET TO THE POINT OF BEGINNING.



# **SUN STATE**

TOWERS

# **AZ02-059 CHECKPOINT**

APN: 303-53-008K 18900 S. NOGALES HIGHWAY GREEN VALLEY, AZ 85614 PIMA COUNTY

#### SITE DIRECTIONS

DEPART 1428 N. MARVIN ST, GILBERT, AZ 88283, HEADING SOUTH, THEN TURN LEFT ONTO W. MERRILL AVE. CONTINUE ON W. MERRILL AVE FOR DZ MILES, THEN TURN LEFT ONTO N. COOPER RD. COMINUE ON N. COOPER RD'S. STAPLEY OR FOR DE MILES UNTIL YOU REACH US GOV. MERGE ONTO US 40 W. AND CONTINUE FOR 8.8 MILES UNTIL YOU REACH THE 1-10 E. INTERCHANGE. MERGE ON 1-10 E. (TRAVELING HEACH THE \$ 10 E. INTERCHANGE. MERGE ON 1-10 E. (TRAVELING SOUTH) AND CONTINUE FOR 10 SM.LES UNIT.) VOU BEACH EXT 250, 1-15.

S. TAKE EXT 260/1-16 AND CONTINUE FOR 10 SM.LES UNIT. YOU FRACH EXT 50, UNIT. YOU THEACH EXT 50, UNIT. WHICH THE SITE ON LEFT AND CONTINUE FOR 0 B MILES UNTIL, YOU REACH THE SITE ON LEFT.

- SCOPE OF WORK
  NSTALL (1) NEW 160'-0' MONOPOLE
- INSTALL NEW 50' X 30' CMU WALL W/ (2) 6' GATES INSTALL (4) NEW UNDERGROUND CONDUITS FOR ELECTRICAL
- SERVICE
  INSTALL (2) NEW UNDERGROUND CONDUITS FOR TELCO
- INSTALL (4) NEW UNDERGROUND CONDUITS FOR CABLE RUNS TO MONOPOLE
- INSTALL NEW 15'X 10' ELEVATED STEEL PLATFORM INSTALL NEW METER/ DISCONNECT BANK ON NEW UNI-STRUI

SUN STATE TOWERS 1426 N. MARVIN STREET #101 CONTACT: CHAD WARD GILBERT, AZ 85233 PHONE; [602] 463-9514

# PROPERTY OWNER

PIMA COUNTY
201 N. STONE AVE
TUCSON, AZ 85701
PHONE: 520-724-6608
CONTACT: STEVEN REUTER

#### TOWER OWNER SUN STATE TOWERS

1426 N. MARVIN STREET #101 CONTACT: CHAD WARD GILBERT, AZ 65233 HONE: [602] 463-9514

#### SITE ACQUISITION

PINNACLE CONSULTING, INC. 1426 N. MARVIN STREET #101 GILBERT, AZ 85233

CONTACT: ERIC HURLEY PHONE: [480] 688-1393 ext. 234

#### A&E FIRM

PINNACLE CONSULTING, INC. 1426 N. MARVIN STREET #101 GLBERT, AZ 85233 CONTACT: KYLE FORTIN PHONE: [623] 217-4235

PARCEL #: 303-53-008K

USE:

UNMANNED COMMUNICATIONS NEW LEASE AREA: 1,500 SQ. FT

GOVERNING CODES: 2012 IBC, 2012 IFC, 2012 IMC, 2011 NEC

ALL BUILDING CODES LISTED ABOVE SHALL INCLUDE AMENDMENTS BY THE GOVERNING JURISDICTION

- THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE THIS WHELESS FELECOMMUNICATIONS PACILITY WILL MEET THE HEALTH AND SAFETY STANDARDS FOR ELECTROMAGNETIC FIELD EMISSIONS AS ESTABLISHED BY THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SUCCESSOR THEREOF, AND ANY OTHER FEDERAL OR STATE AGENCY.
- THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION REGARDING PHYSICAL AND ELECTROMAGNETIC INTERFERENCE.
- LIGHTING OR SIGNS WILL BE PROVIDED ONLY AS REQUIRED BY FEDERAL OR STATE AGENCIES.
- DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
- EXISTING PARKING IS NOT AFFECTED BY THIS PROJECT.
- 8. THIS PROJECT DOES NOT INCLUDE WATER OR SEWER.

# Ren:

APPROVALS

#### SUN STATE TOWERS



1426 N. MARMIN STHEET # 101 GREERT, AZ 85233

PROJECT NAME:	AZ02-059 CHECKPOINT
DRAWN BY:	CDA
CHECKED BY:	KJ <sup>2</sup>

	REV	DATE	DESCRIPTION	BY
ı	A	3-15-2017	ISSUED FOR REVIEW	CDs
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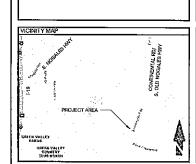
FOR REVIEW **ONLY NOT** FOR CONSTRUCTION

AZ02-059 CHECKPOINT

PIMA COUNTY

PROJECT INFORMATION

T-1



#### SHEET INDE

PROJECT INFORMATION GENERAL NOTES

LS-1 BOUNDARY DETAIL

SURVEY DETAIL LS-2 SITE PLAN

ENLARGED SITE PLAN Z-2

ELEVATIONS ELEVATIONS

#### NEW SITE LOCATION

LATITUDE LONGITUDE GROUND ELEVATION

110° 57' 47.680'W (NADB3)

31° 53' 59 576" N INAOR31 LANDLORD:

#### **GENERAL NOTES:**

- FOR THE PURPOSE OF CONSTRUCTION PRAYING, THE FOLLOWING DEFINITIONS SHALL APPLY: CONTRACTOR SUMSTARE TOWERS SUCCONTRACTOR GENERAL CONTRACTOR (CONSTRUCTION) CHARLES OF COMMISSION OF CONTRACTOR SOURCES OF COMMISSION OF COMMISSION SOURCES OF COMMISSION SOURCES
- PRIOR TO THE SUBMISSION OF BIOS. THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILLARIZE WITH THE EXISTING CONID BONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLETED AS SHOWN OF THE CONSTRUCTION DRIVINGS, ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.

- THE SUBCONTRACTOR SHALL INSTALL, ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- SUBCONTRACTOR SHALL DETERMINE ACTUAL ROLLTING OF CONDUCT, POWER AND Y1 GABLES, GROUNDING OABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN BEDAVING. SUBCONTRACTOR SHALL DETERM EXISTS OF TRYAY SHOWS SHALL ADD NEW TRAYS AS
- THE SUBCONDITIACTION SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPARRED AT SUBCONTRACTORS EXPENSE TO THE SATISFACTION OF OWNER.
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OFF ALL SCRAP MATERIALS SUCH AS COURAL CABLES AND OTHER HEAR REMOVED FROM THE EXISTING FACILITY, ANTENNAS REMOVED HEAD THE CANDID AND LEGALIZE RETURNED TO THE OWNERS DESIGNATED LOCATION.
- 12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION
- ALL CONCRETÉ RÉPAIR WORK SHALL BEDONE IN ADCORDANCE WITH AMERICAN CONCRETE INSTITUTE IACII 2011.
- ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL HAVE 4000 PSI STRENGTH AT 26 DAYS UNLESS OTHERWASE SPECIFICAL CONCRETING WORK SHALL, 6E DONE IN ACCOPDANCE WITH ACT 2 INC CODE REQUIRE MEXITY.
- 16. ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH ASIC SPECIFICATIONS
- CONSTRUCTION SHALL COMPLY WITH SPECIFICATION 25741-000-3APS-ADOZ-00002, "GENERAL CONSTRUCTION SERVICES.
- SLECONTRACTOR SHALL VERIFY ALL ENSITING CIMENSIONS AND CONDITIONS PRIOR TO COMMENS NO ANY WORK ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE PRAYMERS MUST be VERSHED, SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY ICSCREPANCIES PRIOR TO CHERRICAN THAT TO CHERRICAN WITH CONSTRUCTION.
- THE EXISTING CELLSITE IS IN FULL COMMERCIAL DEPARTION, ANY CONSTRUCTION WORK IS SUBCOMPRECTORISHALL NOT DISRUPT THE EXISTING NORMAL OPERATION, ANY WORK ON DISSTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR, ALSO, WORK MAY NEED TO BE SOMEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW SUMLY IN LOW TRAFFICE OR EXPREDILLED FOR AN APPROPRIATE MAINTENANCE WINDOW SUMLY IN LOW TRAFFICE.
- BINCE THE CELL SITE MAY BE ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKICA PROUND HOST LEVELS OF ELECTROMADISTIC PRODUCTION. EQUIPMENT SHOULD BE SHUTDOWN PHORE TO PERFORMING ANY WORK THAT COULD DEPOSE THIS WORKINGS TO PERFORM IN PROPOSE THE WORKING AND RECEIVED TO SE WORK TO ALERT OF ANY DATEROUS PEOPOSITE LUXUS.

#### CONCRETE AND REINFORCING STEEL NOTES:

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 316, ACI 336, ASTM A164, ASTM A164 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN PLACE CONCRETE,
- AUL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4800 PSI AT 28 DAYS JUNESS NOTED OTHERWISE
- RENFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 20, DEFORMED UNLESS NOTED OTHERWISE
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
  - CONCRETE CAST AGAINST EARTH IS IN.
    CONCRETE EXPOSED TO EARTH OR WEATHER
    #6 AND LARGER 2 IN
- #8 AND LATICER WHE 11/2 IN
  #5 AND SMALLER & WHE 11/2 IN
  CONCIDER NOT EXPOSED TO EARTH OR WIEATHER, NOR CAST AGAINST THE GROUND:
  STAR BAD WALL 9/4 III.
  BEANS AND COULINGS 1-1/2 IN
- A 3/4" CHAMPER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, LLN,C., IN ACCORDANCE WITH ACI 30". SECTION 42:4.
- POST INSTALLED ANCHORS SHALL BE PROVIDED IN ACCORDANCE WITH SPECIFICATION 20S-TIR GOLD'S ELECTION, DESIGN, INSTALLATION, INSPECIED IN MOT TESTING OF ADHESIVE AND INSECUMING. BOWNSON AND KONFORM FOR WITH SESSITE FACILIESE. AND ANCHORS SHALL BUT, INTO AN HYDVED EDUM, INSTALLED, ASS'RECTED AND TESTED AS SHOWN ON THE DESIGN DRAWNOS. NO REMOVED CASES, SHALL BUT WITH FOURTH PROVIDED FOR AN ANCHORS SHALL BUT WITHOUT PRIOR TEMPOREPHICA APPROVIDED.
- CONCRETE CYLINDER TEST IS NOT RECUIRED FOR SLAB ON GRADE WHEN CONCRETE IS LESS THAN SO CUBE VARIOS [2013 (BC 1705.3[3]) IN THAT EVENT THE POLLOWING RECORDS SHALL BE PROVIDED BY THE CONCRETE SUPPLIER.
  - (A) RESILES OF CONCRETE CYLINDER TESTS PERFORMED AT THE SUPPLIERS PLANT, (B) CERTIFICATION OF MINIMUM COMPRESSIVE STRENGTH FOR THE CONCRETE GRADE SUPPLIED.
  - FOR GREATER THAY SO CUBIC YARDS THE GC SHALL PERFORM THE CONCRETE CYLINDER TEST, TAYING THREE CYLINDERS FROM EACH TRUCK.

#### GROUNDING NOTES:

- THE SUBCONTINECTOR SHALL PERFORM IBEE FALL OF POTENTIAL RESISTANCE TO EARTH TESTING (PRINCES 1100 AND 01) FOR NEW GROUND LUCKTROOK OFFINES. THE SUBCONTRACTOR SHALL PRINCIPATING ACTUAL DELECTROOKS FAN REED OF IN ACHIEVE A TEST RESULT OF S OHNS OF ILESS. TESTIS SHALL BE PERFORMED IN ACCURDANCE WITH A TEST RESULT OF S OHNS OF ILESS. TESTIS SHALL BE PERFORMED IN ACCURDANCE WITH A TESTIS OF A TESTIS OF THE PERFORMED THE OFFICE ALL SHALL PRINCIPATION OF THE PERFORMENT OF THE PERFOR
- METAL PACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANGED COPPER DOMOLOGOES WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE PURPLISHED AND INSTALLED WITH THE POWER CRICI
- EACH JITS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WHES, SAME STRANGED COPPER OR LARGER FROM BOOCH RES, WAS STRANGED COPPER FOR DUTOON BIS.
- EXCTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
- APPROVED ANTICHIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BULLED GROUND CONNECTIONS.
- ICE BRIDGE BONDING CONDUCTORS SHALL BE DISTRIBUTED FAILY SOURCE OR BOUTED WITH STAINLESS STEEL HARDWARE TO THE BRIDGE AND THE TOWER GROUND BAR.
- ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING COMMEDITIONS.
- MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BUXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE CAPOUND FING, IN ACCORDANCE WITH THE NEC.
- METAL CONDUIT AND TRAY SHALL BE ORDUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BOXISHIG THINIS DIERY BOXISHIG ACHOSS THE DISCONTINUITY WITH 6 AND COPPER WRIELL APPROVED GRICALONG TYPE CONDUIT CLAMPS.
- ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSVIRA 222. FOR TOWERS (SEEING BULL) TO REV GOT THE STANDARD, THE WARR SIZE OF THE SURED GROUND RIGHT AND COMPLICATIONS GRIVINGS THE TOWER AND THE BURSED GROUND RING SHALL BE CHANFOLD A WAR TO BE AND LICE AND TOTAL THE TOWER AND THE WARR TO A SHALL SH

- 1. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRICE TO THE START OF CONSTRUCTION.
- A. AL DESTING ACTINE SPILER, WATER, CAS, RECITIE, AND OTHER UTULITIES WHERE ENCOUNTERED IN THE WORK SHALL BE REDICTED AT ALL MAIN. AND WHERE RESULTED FOR THE PROPRIED RECITIONS OF THE SHALL BE RELOCATED AS DIRECTED BY HE SUSCICIAITATION EXTRIBUTE CALIFOR SHOULD BE LISED BY ITS SUSCICIAITATION ON INSPIRIT ON INVESTIGATION ON THE RECITATION OF THE PROCESSING OF THE PROPRIED RESULT OF THE PROPRIED OF THE PROPRIED RESULT OF THE PROPRIED OF THE PROPRIED RESULTS AND THE
- 3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS
- 4. IF NECESSARY, RUBDISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REPUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- A. AL EXSTING MACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTBLITES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SIMIL BE REMOVED ANDOR CAPPED, PLUSGED GROTHERWISE DECONTINUED AT PORISE WHO MELLION TERFERE WITH THE EXECUTION OF THE WORK SURJECT TO THE APPROVAL OF COMPACTION, OWNER ANDORS LOCAL UTBLITES.
- 6. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION
- THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCOPIDANCE WITH THE VERIZOR WIRELESS SPECIFICATION FOR SITE SKINAGE.
- a. THE SITE SHALL BE CRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AMEAS.
- NO FILL OR ENBANMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED RI ANY FILL OR ENBANIMENT.
- 10. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PROR TO FINISHED SURFACE APPLICATION.
- THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOMER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A LIMPORM SLOPE, AND STABILIZED TO PREVENT EPOSION.
- 12. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL SIE IN CONFORMANCE WITH THE LOCAL JUNESDICTIONS GUILDLESS FOR BOSICS AND SECTION CONTROL.

MACONNY WALLS SHALL BY CONSTRUCTED OF IT STANDARD HOLLOW CONNETS MAGONEY LAND SHALL CONVICTIONS TO ALTHOUGH A CONFIGURATION OF THE STANDARD SHALL SHAL

#### ELECTRICAL INSTALLATION NOTES:

- WIRING, RACEWAY, AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
- SUBCONTRACTOR SHALL MODIFY EXISTING CABLE TRAY SYSTEM AS REQUIRED TO SUPPORT IF AND TRANSPORT CABLING TO THE NEW BITS EQUIPMENT. SUBCONTRACTOR SHALL SUBMIT MODELCATIONS TO CONTRACTOR FOR APPROVAL.
- ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELECORDIA.
- 4. CASILES SHALL NOT BE POLITED THRIDUIGH LADDER-STYLE CABLE TRAY RUNGS
- EACH END OF EVERY POWER, GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BLEABLED WITH CACAR-COED HIS LATTON OR ELECTRICAL TAPE [DMBRAND, 22 INCH PLASTIC ELECTRICAL TAPE WITH UVPROTECTION, OR COULD. THE IDENTIFICATION METHOD SHALL CONTORM WITH KED & COHY, AND MATCH EXISTING INSTALLATION REQUIREMENTS.
- POWER PHASE CONDUCTORS [1.E., HOTSISHALL SE LIBELED WITH COLOR COOPE INSULATION OR IL BOTHSOM. THE EM SERVICE, US NOT PLASTIC DECISION. THE WITH UV PROTECTION, OR EDUAL, PHASE CONDUCTOR COLOR COORS SHALL CONFICHATIVITY THE NET A CHINA AND MATCH EXISTING INSTALLATION REQUIREMENTS.
- ALL ELECTRICAL COMPONENTS SHALL DE CLEARLY LABELED WITH ENGINEED LANACOID PLASTIC LABELS. ALL EQUINENT SHALL BE CARRED WITH ENGINEED LAGE RAING, PHASE CONTIGINATION WITH CORRECTANCE POWER ON AMPACTLY PATING, AND EMAYCH CHOUSE ID NUMBERS [LE., PARILLEDARD AND CIRCUIT IDS].
- PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABBLED VITH ENGRAVED LAMACOD PLASTIC LABELS.
- ALL TIE WITHING WHERE PERMITTED SHALL BE GUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES. USE LOW PROFILE TIE WIRAPS.
- POWER, CONTROL, AND EQUIPMENT GROUND WISHING IN TURING OR CONDUIT SHALL BE SINGLE CONDUCTOR; IZ AND OR JURGER, SINY, DIL RESISTANT THEN ON THEM'S, CLUSS BISTRANDED COPPER CASE PATED FOR DRY THE THE ORIGINATION WISH DRY LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFICO.
- 11. SCPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDIDORS SHALL BE SINGLE CONDUCTOR IS AND OR LARGER, 1901, OIL RESISTANT THEN ORTHINN 2 OFFEN INSULATION, CLASS STRANGED COPPER CABLE PATED FOR 90 10 NET AND DIRTY OPERATION, UISTED OR LABBLED FOR THE LOCATION AND TRACEWAY SYSTEM USED, URLESS OTHERMINES SPECIFIED.
- 12 POWER WIRING, NOT IN TURING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TO CABLE 112 AND GRILLAND GRILLAND, CLASS BSTRANDED COPPER CABLE RATED FOR MO'S PRET AND BRY JOSEAN FINANCIES JACKET; USTED OR LABELED FOR JME LOCATION USED, UNLESS OTHERMISE SPECIFICA.
- 14. ALL POWER AND GROUNDING CONNECTIONS SHALL BE GRIMP-STYLE, COMPRESSION WARE UND AND WINEHUTS BY THOMAS AND BETTS (DR ECHALL) LIKES AND WIREHUTS SHALL BE RATED FOR DEPERATION AT NO LESS THAN A'TO (POOT SHALL) AND A'TO
- 16. RACEWAY AND CASAE THAY SHALL BE LISTED OR LABELED FOR ELECTRICAL LISE IN ACCORDANCE WITH NEMA, UIL, ANSAEEE, AND NEC.
- 15. NEW RACEWAY OR CABLE TRAY WILL MATCH THE EXISTING INSTALLATION WHERE POSSIBLE. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONWETALLIC CONDUIT (I.E., PIGLI) PVC SCHEDULE 40, OR RIGID PVC SCHEDULE SE FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE! SHALL SE USED FOR EXPOSED MICROST HOCATIONS.
- 18. SECTRICAL METALUC TUBING [EMT], ELECTRICAL NORMETALLIC TUBING [ENT], OR RIGID NORMETALUC COMDIT [RIGID PVC, \$CHEDULE 40] SHALL BE USED FOR DONCEALED INDOOR LOCATIONS.
- CALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR DUTBOOR LOCATIONS ABOVE GRADE.
- 20. RIGID NORMETALLIC CONDUIT (I.E., RIGID PYC SCHEDULE 40 OR RIGID PYC SCHEDULE 80) SHALL BE USED UNDERSROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR RICHAED ON RORMFORED OCKISTE IS IN RIGHES OF HEAVY VEHICLE THAPPIC.
- UQUID-TIGHT FLEXIBLE METALLIC CONQUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS INSEDED.
- ZZ. CONDUIT AND TUBRIC PITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS APP NOT ACCEPTABLE.
- 24. CABINETS, BOXES, AND WINEWAYS TO MATCH THE EXISTING INSTALLATION WHERE POSSESSES.
- 25. WIREWAYS SHALL BE EPOXY-COATED IGRAY] AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNMAND, SHALL BE PANDLIST TYPE E JOR EQUAL); AND RATED NEMA 1 JOR OF THE JINDOORS, OR NEW AS PLO BETTER! QUITOCOOK!
- 28. EQUEMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND FALL BOXES SHALL BE GALVANIZED OR EPOXY COATED SHEST STELL SHALL MEET OR EXCEED UL 50, AND PATIED NEMA 10P 0ETTON MODORS, OR NEMA 39 [ON INITIARY OUTDOORS.]
- MSTAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALLVANIZED, EPOXY-COATED, OR NON-CORNODING, SHALL MEET OR EXCEED U. 51-4A-AND NEMA OS 1, AND RATED NEMA 1 (OR BETTER) UNDORNS, OR WEATHER PROTECTED (NP OF BETTER) CUTDOORS.
- 28. NONMETALLIC RECEPTACILE, SMITCH, AND DEVICE BOXES SHALL LAST OR SYSED NEMA OS 2: AND RAYED NEMA 1 (OR GETTER) INDOORS, OR WEATHER PROTECTED (MP OR GETTER) OUTCOME.
- 29. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PARIELS.
- 30. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DESTRUCTION PARIES IN ACCORDANCE WITH THE APPLICABLE CODE AND STANDARDS TO SAFEGUARD ADMINISTER AND PROPERTY.

#### SOIL COMPACTION NOTES FOR SLAB ON GRADE:

- EXCAVATE AS REQUIRED TO REMOVE VEGETATION & TOPSOIL EXPOS UNDISTURBED NATURAL SUBGRADE AND PLACE OF USHED STONE AS
- COMPACTION CERTIFICATION: AN INSPECTION AND WRITTEN CERTIFICATION BY A CHARLES GEOTECHNICAL TECHNICIAN OR ENGINEER IS ACCEPTABLE.
- AS AN ALTERNATIVE TO ITEM 24. THE "LINDISTURBED BOIL" BASE SHALL BE COMPACTED WITH COMPACTION EDILIPMENT, USITED BELOW, TO AT LEAST BOW MODIFIED PROJECTION MAXIMUM DENSITY FER ASTMID 1567 METHOD G.
- AS AN ALTERNATINE TO ITEMS BY AND 28 PROOFFCAL THE SUBGROVE SOLE WITH B PASSES OF A MEDIAN SYSTEM WINNER FOR PLATE COMPACTOR OF A MEDIAN SYSTEM WINNER FOR THE DRIVEN OF A MEDIAN SYSTEM WINNER OF THE DRIVEN OF A MEDIAN OF A
- COMPACTED SUBDASE SHALL BE LINFORM & LEVELED, PROVIDE 6' MANKIUM CRUSHED STONE OF GRAVEL COMPACTED IN A'VERTS ABOVE COMPACTED SOL, GRAVEL SHALL BE NATURAL OF CRUSHED WITH TOOK PASSING I "SEVE."

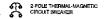
#### COMPACTION EQUIPMENT:

HAND OPERATED DOUBLE DRUM, VIBRATORY ROLLER, VIBRATORY PLATE COMPACTOR OF JUMPING JACK COMPACTOR.

#### SYMBOLS

S/G SOLID GROUND BUS BAR S/N SOLID NEUTRAL BUS BAR

0 0 SUPPLEMENTAL GROUND BAR



SINGLE-POLE THERMAL-MAGNETIC CIRCUIT BREAKER

CHEMICAL GROUND ROD GROUND ROD

DISCONNECT SWITCH

CADWELD TYPE CONNECTION

COMPRESSION TYPE CONNECTION

GROUNDING WIRE

#### ABBREVIATIONS

AGL ABOVE GRADE LEVEL

(E) EXSTRIC

NEW NEW

N.T.S. NOT TO SCALE

HEF REFERENCE FF RADIO FREQUENCY

RECURRED EGR EQUIPMENT GROUNG RING

AWG AMERICAN WIRE GAUGE

DRGB MASTER GROUND BAR MASTER GROUND BART

BOW BARE COPPER WIRE

SIAC SMART INTEGRATED ACCESS DEVICE

GEN GENERATOR IGR INTERIOR CROWN RING (HALO) PES HADIO BASE STATION

# 1428 NOITTH MARFINN STREET #101 GILBERT, AZ 85233 PHONE: 480-684-986 - FAX 460-684-9850



**SUN STATE** 

TOWERS

1420 N. MARMIN STREET # 101 GILDERT, AZ 85233

PROJECT NAME:	AZG2-059 CHECKPOINT
DRAWN BY:	CO
CHECKED BY:	KI

REV	DATE	DESCRIPTION	BY
A	3-15-2017	ISSUED FOR REVIEW	CDA
			Г
	i		
			_

**FOR REVIEW ONLY NOT** FOR CONSTRUCTION

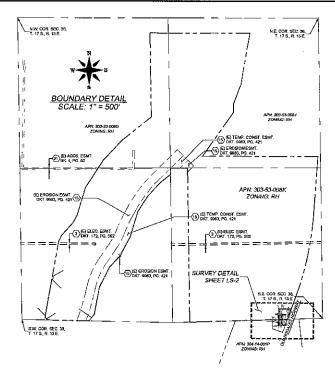
AZ02-059 CHECKPOINT

GREEN VALLEY, AZ 85814 PIMA COLINTY

GENERAL NOTES

GN-1

**GENERAL NOTES** 



LINE TABLE LINE LENGTH BEARING L43 172.72 N90\* 00' 00' W L44 30.00 N90\* 00\* 00\*W L45 55.21 S0° 00' 00"E L48 30.00 M90\* 00\* 00\*E

> 20 00 SO 00 00 TE t20 00 N90° 00' 00'W

1.49 20.00 NOT 00 00°E L50 30.00 N90" D0 D0"E 75.21 NO\* 60\* 00\*E

L52 230 09 N90" 00' 00"E

L53 21.31 520° 13' 41"W

L54 50.00 S0\* 00\* 00\*E

L55 30.00 N90-00-007W

1.56 50.00 NO\*00\*00\*E

L57 30.00 N90\*00\*00\*E

L58 18.23 520° 13' 41"W

L59 10.00 N68' 46' 18'W

L60 14.54 N20\*13'41\*E L61 10.86 N90\*60\*00\*E

L47

LINE TABLE			]		LINE T	ABLE
LINE	LENGTH	BEARING	1	LINE	LENGTH	BEARING
L1	385 81	820° 12' 41'W	1	ĽZ	620.79	M10, 00, 23,5
L2	1017.78	S4" 13" 16" W	]	L23	30.00	N83" 37" 33"V
L3	2028.10	N89" 55' 58'E		L24	746.46	NB9*01'34'V
L4	855.11	834* 59 48"W	1	L25	147.00	538° 01' 46"V
LS	151.76	S0*02*15*E	1	L26	490 DZ	S10" 20 50"V
L6	383.90	520131101110		L27	385 01	526° 29' 45'V
L7	814 61	59" 54" 24" W		L28	168.50	S41*56*16*V
Të	1432.78	N80*59:58*E		L29	116.53	S41*56 16 V
LB	322.24	N89"55"59"E		L30	132.32	528° 02 13 V
L1D	1483.67	NO" 53' 57'W		L31	237.67	5281021374
111	630.36	N\$1"12"25"E		132	465 02	S16" 48' 38'V
L12	497.68	N43* 28* 16*E		L33	345.01	532. 3E 31.A
L13	576 B3	1432° 36' 37"E		L34	335.01	S43" 20' 16"V
L14	505 <b>49</b>	N16" 48 33"Ê		L35	201.74	551° 12′ 25°V
L15	149.61	M28" 02 13"E		L38	109.07	S0* 53* 57*E
L18	298 29	N41" 56" 16"E		L37	300 02	589° 43' 10'Y
L17	120 27	N26" 25" 48"E		L38	2710.61	NO* 53* 57*W
L18	825.37	N10" 00" 53"E		L39	1716 68	\$86° 04' 42'Y
L19	15.00	N79* 59' 07'W		L40	1485.68	Saa. 01. 34.
L20	56 53	N10" 00" 53"E		141	615.68	S88* 05' 38'Y
L21	15.00	578' 59 DT E		L42	182.56	N20*13'41"E

	CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BIRG.	CHORO LENGTH	
C1	1527,74	5469 76	16*00/11*	N12" 12' 36"E	1522.78	
CZ	71.48	1125.00	3*38'25*	S8*11' 40'W	71.48	
C3	30.91	1085.00	1"37"02"	85° 33' 57'W	90.91	
C4	31.47	19.86	90"43'05"	545" OUT OUT E	28.26	
Ċ5	31.42	20.00	90'00'00"	N45" 60' 00"E	28.29	

#### SURVEYOR NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE ASSECT, ORDER NO. 24601001 EFFECTIVE DATE: 0309/18.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A DOUNDARY SURVEY OF THE PROPERTY.
- BURVEYOR DOBS NOT CLARANTEE THAT ALL UTILITIES ARE SHOWN OR THER LOCATIONS. IT IS THE RESPONSE LITT OF THE CONTRACTOR AND CONT

#### FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "AS" AS DELINEATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. ORDIGORABLI DATED GRIDINI.

FLOOD ZONE "AE" IS DEFINED AS: AN AREA INLINDATED BY 1% ANNUAL CHANCE FLOODING, FOR WHICH BYES HAVE BEEN DETERMINED.

#### PROJECT META DATA

- BLEVATIONS SHOWN HEREON ARE REPRESENTED IN MORTH AMERICAN VERTICAL DATUM OF 1988 (WANDRE) ESTABLISHED FROM GPS DERIVED ELLIPSON HEIGHTS, APPLYING GEOID OB SEPARATION CONSTRAINING TO MGS CORS STATIONS PROVIDED IN THE "ONLINE POSTTIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPI SITE.
- 2 BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NADES COORDINATE SYSTEM ARZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS DESERVATIONS
- 3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 00/29/16



LEGEND

CLF CHAN LINK FENCE

DAV ACCESS DRIVEWAY NG NATURAL GRADE PV ASPINALT

ELECTRICAL TRANSFO

SANITARY SEATER MANHOLE SIGN

SCHEDULE BHEX
POSITION OF GEODETIC COORDINATES
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
RIGHT-OF-WAY LINE
MONUMENT LINE
CHAIN LINK FENCE
WHOLLINK FENCE

WOOD OR IRON FENCE WARE OR BARBED WIRE FENCE

OVERHEAD ELECTRIC LINE

IOT TELEPHONE CARINET \* TELEPHONE PECESTAL

O TELEPHONE MANHOLE

√- BREAKLINE

SCHEDULE B HEX BREAKLINE

RAV RIGHT OF WAY HIM SPOT ELEVATION

#### SCHEDULE B EXCEPTIONS

- EASEMENT FOR ELECTRIC TRANSMISSION LINES OR SYSTEMS, AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED
- TERMS AND CONDITIONS OF STATE LAND DEPARTMENT, STATE OF ARIZONA RIGHT OF WAY FOR BANK PROTECTION STRUCTURE, EROSON CONTROL, EASEMENT, AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT AECORDED IN DOCKET 1983, PAGE 421.

ITEMS 1, 2, 4 THRU 14, 16 THRU 20, AND 22 THRU 20 OF THE CUENT PROVIDED THE REPORT DO NOT CONTAIN GRAPHICALLY PLOTTABLE EASEMENTS, SEPTEMONS, RETIRCTIONS OF OTHER RECUMBRANCES SURVEYOR CANNOT QUARANTEE THAT NON-PLOTTABLE GRACHMERS DO NOT CHIST THAT MAY AFFECT THE SUBJECT LEASED PRIMESS

OF SECTION 38, TOWNSHIP 17 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA DESCRIBED AS FOLLOWS.

LESSER SIGNAL DESCRIPTION

ALL HIRT PROFITOR OF SECTION DISTRICTORY, TOWARD THE SOUTH NORTH AND SALT RIVER MISRIAM, PHAN COUNTY, ARRONA DESCRIBED AS FOLLOWS.

ALL HIRT PROFITOR OF SECTION DISTRICTORY, TOWARD AND SALT RIVER MISRIAM, PHAN COUNTY, ARRONA DESCRIBED AS FOLLOWS.

ALL HIRT PROFITOR OF MISRIAM COUNTY, ARRONA DESCRIBED AS FOLLOWS.

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AND ALL HIRT PROFITOR OF MISRIAM COUNTY, ARRONA DESCRIBED AS FOLLOWS.

BEARING OF MOST HE STATE OF WEST, THE FOLLOWS OUTSIDE AS ELECTROPIC OF MISRIAM COUNTY, ARRONAL LISE OF THE MISRIAM COUNTY, ARRONAL LIS

LESSEE ACCESSUITILITY EASEMENT LEGAL DESCRIPTION
A PORTION OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 13 BAST, AND THE NORTH EAST QUARTER OF
SECTION 1, TOWNSHIP AS SOUTH, RANGE 13 BAST, OF THE GIJA AND SALT RIVER MERIDIAN, PIMA COUNTY, DESCRIBED AS FOLLOWS:

COMMISSION OF THE SPUTH EAST COMMISSION SHE SELFCH SET THE SELFCH THE SELFCH CLASS THE COMMISSION OF SHIP SECTION AS BLAZES SOUTHER OF THE SPUTH, ROCKET, ROCK

THENCE DEPARTMO SHOT RIGHT OF WAY LINE NORTH 00°000° WEST, 172.72 FEET, THENCE SOUTH 80°000° WEST, 2020 FEET, THENCE WEST, 2020 FEET, THENCE WEST, 2020 FEET, THENCE WEST, 2020 FEET, 2020 FEE

LESSEE LEASE AREA LEGAL DESCRIPTION
A PRINTING OF THE SOUTH EAST QUARTER OF SECTION 38, TOWNSHIP 17 SOUTH, RANGE 13 EAST, OILA AND SALT RIVER MERIDINN, RIMA

COMMENDING AT THE SOUTH EAST CORREST OF SIDE SECTION AS FROM WHICH THE SOUTH UNIVERSE CODING OF SIND SECTION OR BEEN SOUTH APP OF SIDE SECTION AS A SECTION OF SIDE SECTION AS A SECTION OF SOUTH AS A SECTION OF SOUTH AS A SECTION OF SECTION AS A SECTIO

THENCE SOUTH DIVOTOR EAST, \$0,00 FEET, THENCE NORTH BUYDISOF WEST, \$0.00 FEET, THENCE NORTH CUTUTUS EAST, \$0.00 FEET, THENCE NORTH CUTUTUS EAST, \$0.00 FEET, THENCE NORTH CUTUTUS EAST, \$0.00 FEET TO THE POINT OF BEGINNING.

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION
A PORTION OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 19 EAST, AND THE NORTH EAST QUARTER OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 19 SEATH, RANGE 15 DESCRIPTION OF THE GUA AND SALT RIVER MERICANAL PINA COUNTY, DESCRIPED AS FOLLOWS:

COMMISSION OF THE SOUTH EAST COMMISSION DATA SECTION BY PROMINAGED THE SOUTH COMMISSION OF SHIP SECTION SEC

THENCE SOUTH 2013/11 WEST, 10,23 FEET; THENCE NORTH 601/6/19 WEST, 10,00 FEET; THENCE NORTH 2013/41 EAST, 14,54 FEET; THENCE SOUTH BUTGOOD EAST, 10,06 FEET TO THE POINT OF BEGINNING.

- IN DOCKET 172, PAGE 562.
- MATTERS SHOWN ON SURVEY RECORDED IN BOOK 4 OF MAPS, PAGE 80; IN BOOK 37 OF RECORD OF SURVEYS AT PAGE 8 AND IN BOOK 78 OF RECORD OF SURVEYS AT PAGE 76 AND IN SEQUENCE NO. 2014;3440170.

# **♦♦**Yeoung 1 design corp

orchitecture / project management 10245 E. Via Linda, Scottsdale, AZ 85258 ph: 480 451 9609 fax: 480 451 9608 e mail: corp@ydcoffice.com

SUN STATE TOWERS

1426 NORTH MARVIN STREET #101 GII BERT, AZ 85233

PHONE: 480-664-9588 - FAX 480-684-9850

FIELD BY:	лим	
DRAWN BY;	11.	
CHECKED BY:	RLF	

REVISIONS			
6	03/14/17	REVISION	
5	02/20/17	REVISION	
4	08/24/16	REVISION	
3	04/27/16	FINAL-JTJ	
2	04/20/16	REVISION-JŢJ	
1	04/05/16	PRELIMINARY	
NO	DATE	DESCRIPTION	





HEIDEAS & DESIGN INCORPORATED HEREON AS AN THE BEAS & DESIME INCUR-CRATED HEREON, AS A MISTRIMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RIF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RIF CONSULTING, LLC.

PROJECT No. 10008304 SITE NAME:

TUC QUAIL CREEK

SITE ADDRESS

18900 S. NOGALES HWY. GREEN VALLEY AZ. 85614

SHEET TITLE:

BOUNDARY DETAIL

SHEET NO

LS-1

REVISION: 2

- SURVEYOR NOTES

  1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ORDER NO: 21001001 EFFECTIVE DATE 030019.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND COSS NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THER LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ACTION OF THE CONTRACTOR AND ACROSISED TO LOCATE ALL UTILITIES PROOF TO CONTRACTOR PROVIDED THE ACCIONATION AND OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN MORTH
FROM
GPS DERINGD ELLYPSION HEIGHTS, APENING DESIGN OB SEPANATIONS
CONSTRUMED IN ALL STATIONS PROPRIED IN THE "ONLINE
POSITIONING USER SERVICE" (OPLS) SALUTION FOR THIS SPECIFIC
SITE.

- BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NADS3 COORDINATE SYSTEM ARZONA STATE PLANE COORDINATE ZOME CENTRAL, DETERMINED BY GPS OBSERVATIONS.
- 3. RELD WORK FOR THIS PROJECT WAS PERFORMED ON 03/25/16

FLOOD ZONE DESIGNATION
THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD
ZONE "ME" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM MAP NO. MORSCAREL DATED DISTIN.

FLOOD ZONE "AE" IS DÉFINED AS: AN AREA INLINDATED BY 19. ANNUAL CHANCE FLOODING, FOR WHICH DEES HAVE BEEN DETERMINED.



CONSULTING

SUN STATE TOWERS

1428 NORTH MARVIN STREET #101 GILBERT, AZ 85233

PHONE: 480-864-9588 - FAX 480-864-9850

4 design corp architecture / project management 10245 E. Via Linda, Scottsdale, AZ 85258 ph: 480 451 9609 fox: 480 451 9608

corp@ydcoffice.com

REVISION

REVISION

REVISION

FINAL-JTJ

REVISION-JTJ

PRELIMINARY

DESCRIPTION

. Base

REVISIONS

**⊘**⊘young

e mait:

FIELD 8Y:

DRAWN BY:

CHECKED BY:

6 63/14/17

5 02/20/17

4 08/24/16

2 04/20/16

1 04/05/16

REUSE OF DOCUMENT
THE IDEAS A DESIGN INCORPORATE HEREON, AS AN
INSTRUMENT OF PROFESSIONAL SERVICE, IS THE
PROPERTY OF RLF CONSLITING, LLC A IS NOT TO BE
USED FOR ANY OTHER PROJECT WITHOUT WAITEN
AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT No. 10008304

SITE NAME: TUC QUAIL CREEK

SITE ADDRESS: 18900 S. NOGALES HWY. GREEN VALLEY AZ, 85614

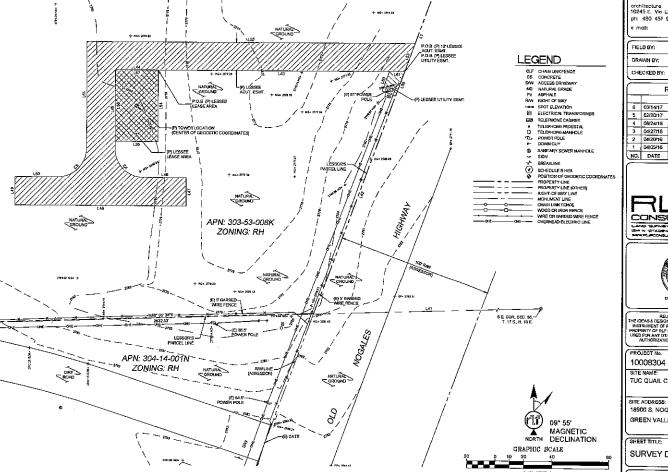
SHEET TITLE: SURVEY DETAIL

> SHEET NO. REVISION: LS-2 2

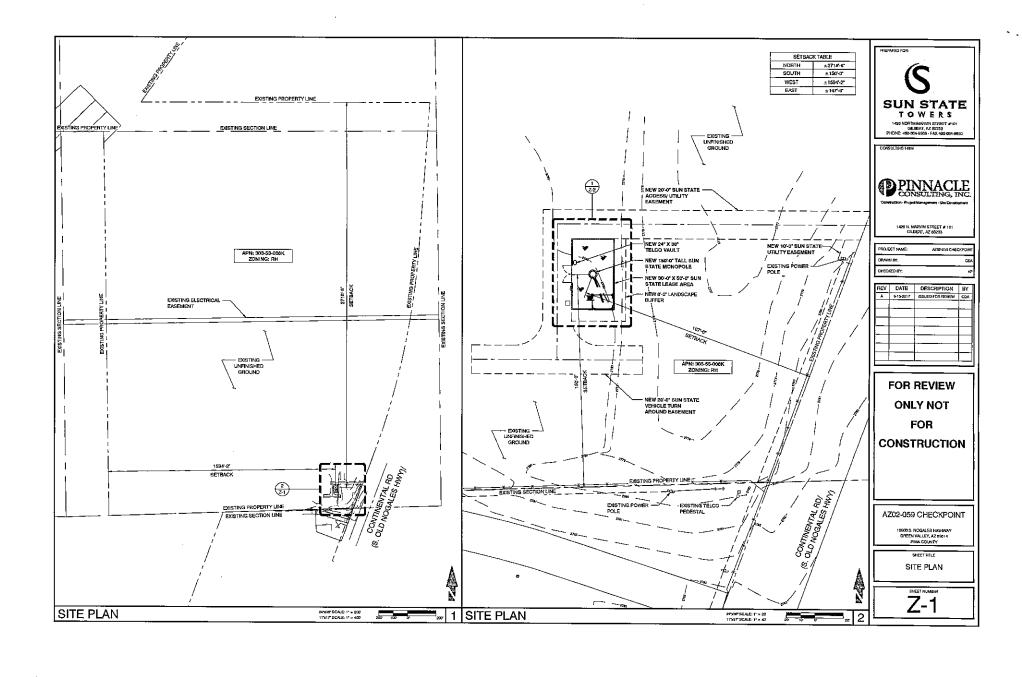
POSITION OF GEODETIC COORDINATES
LATITUDE 31° 53 59,576° NORTH (NAD83)
LONGITUDE 110° 57 47,880° WEST (NAD83)
ELEVATION @ GROUND= 2779,8' (NAVD85)

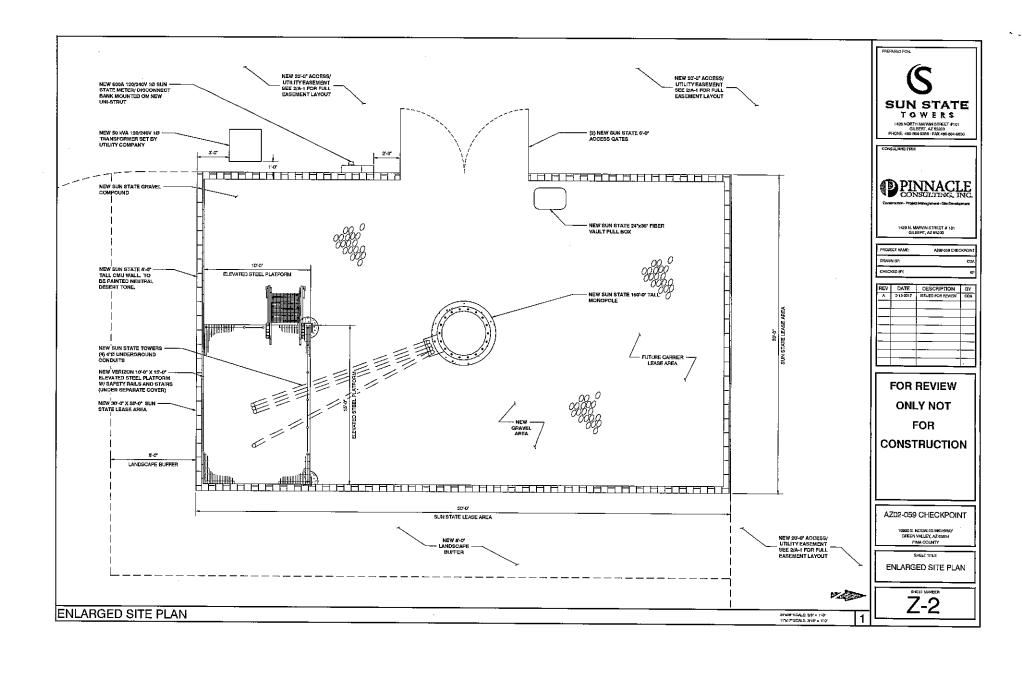
LINE TABLE			LINE TABLE				LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	DEARING	1	LINE	LENGTH	BEARING
L1	385.81	520° 13' 41"W	L22	620.79	N10° 00' 53'E	1	L43	172.72	M30, 00, 00.M
L2	1017.78	54° 13′ 16′W	1.23	30.00	NB3*37*33*W	ì	L44	30.00	MBD- 00, 00,4M
L3	2026.10	N88 55 56 E	L24	746 48	N89" 01" 34"W	1	L45	55.21	SOT DO DOTE
L4	965.11	5341 597 48°W	L25	147.00	538°01'46'W	II	L46	30.00	MSD, DD, OO.E
L5	151.76	50° DZ 15°E	L26	490 02	\$10°20'50'W	11	L47	20.00	50° 00' 00'E
ļ.6	363 90	\$20° 31' D1'W	L27	385.D1	\$28*25'48'W	11	L48	120.00	NB0. 03. D3.AA
L7	81461	59°54'24'W	L26	168.50	\$41°58'16'W	11	L4B	20.00	VO. 00. DO.E
LB	1432.76	M00" 55: 58"E	L29	116 53	\$41"56"16"W	11	L50	30.00	N90" 00' 00"E
L9	322.24	N89" 55" 59"E	L30	132.32	S28*02 13*W	11	L51	75.21	NO GO CO'E
L10	1483.57	NO' 53' 57'W	<b>L3</b> 1	237.87	S28° 02' 13'W	11	L52	230.09	NB0* 00' D0*E
L11	639.36	NS1* 12' 25'E	L32	455.02	S16" 48" 33"W	11	L53	21,31	520° 13° 41°W
L12	497,68	N43*28 16 E	L33	345 01	S32" 36" 37"W	11	L54	50.00	SO' OO' OO'E
L13	578.83	N32*36*37*E	L34	335.01	543' 28' 18'W	11	L55	30.00	M00, 00, 00.M
L14	505.49	N16, 48, 39,E	L35	20174	S\$1*12 25 W	11	L56	50.00	NO 00 00 E
L15	149.81	N26" 02" 13"E	L36	109 07	50°53'57'E	11	L57	30.00	N90*00 00*E
L18	289.29	M41*56*16*E	L37	300.02	589*43' 10'W	ľ	LSB	18.23	S20* 13' 41"W
L17	120.27	N26" 25' 48'E	L38	2710.61	NO 53 57 W		L59	10.00	NE9* 46' 16"W
L18	625.37	M10" 00" 53"E	L39	1718 88	598° 04' 42'W	1	L60	14.54	N20" 13" 41"E
L19	15.00	N79" 59' 07"W	L40	1465 88	S89"01"34"E	lÌ	U61	10.68	N90" 00" DOTE
L20	56.53	N10* 00* 53*E	141	915.BB	S88* 05' 38'W	ľ			
L21	15.00	S79° 50' 07' E	L42	182.68	N20*13'41'E				

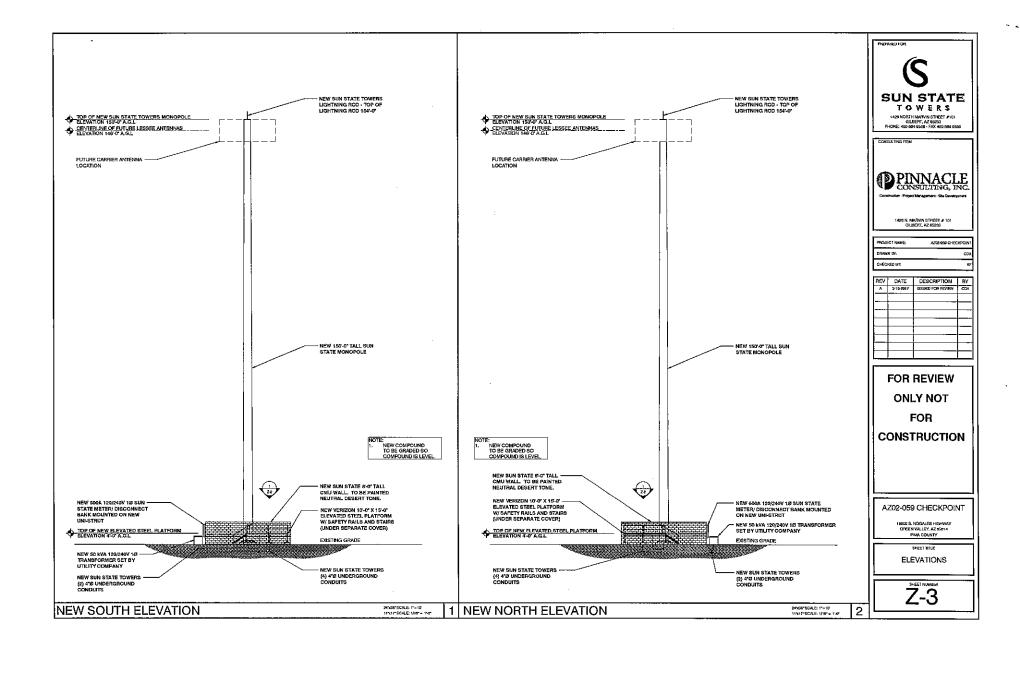
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG,	CHORD LENGTH	
Ċ1	1527.74	5469 76	16100717	N12*12 3816	1522.76	
CZ	71.48	1125 00	3"35"25"	S8*11*40*W	71.45	
cs	30.91	1025.00	1*37'02"	\$5*33*57W	30.81	
C4	31.47	19.66	90*4305*	545° DO DO'E	28.26	
C5	31 42	20.00	907007007	N45* 00' 00'E	28 29	

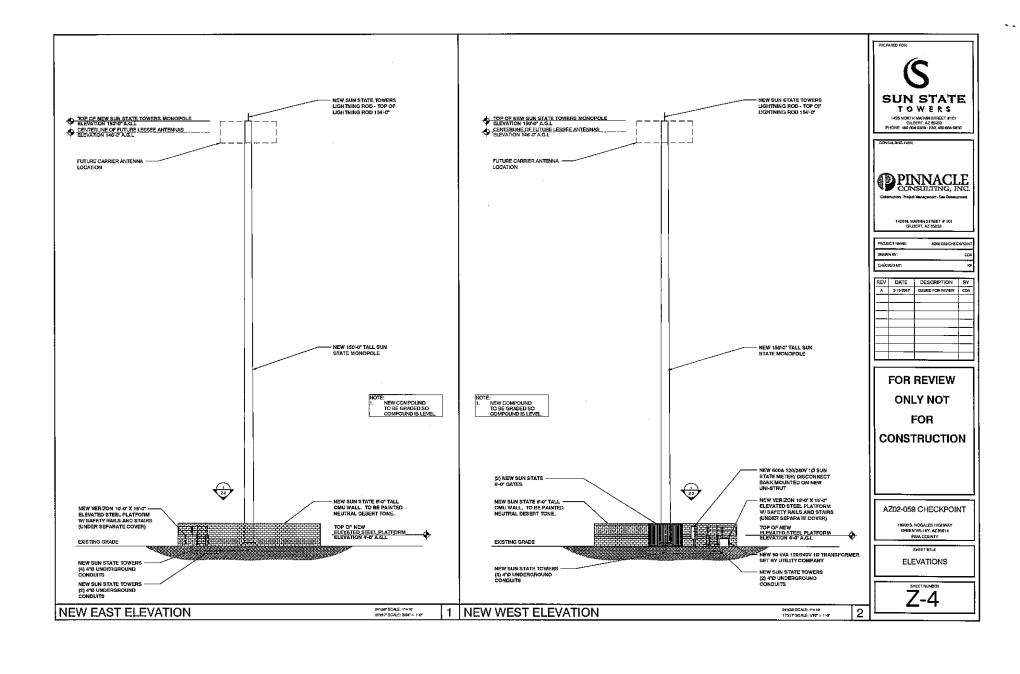












Prepared by and Return To: Sun State Towers III, LLC 1426 North Marvin Street #101 Gilbert, AZ 85233 Site # AZ02-059

Site Name: Checkpoint

Tax Parcel No.: 303-53-008K

#### **Memorandum of Communications Site Lease**

THIS MEMORANDUM OF COMMU	NICATIONS SITE LEAS	E ("Memorandum")
is executed this day of	, 2017, by and between	PIMA COUNTY, a
political subdivision of the State of Arizona, wi	th a mailing address of 201	N. Stone Ave., 6th
Floor, Tucson, AZ 85701-1215 ("Landlord") an	d SUN STATE TOWERS I	II, LLC, a Delaware
limited liability company, with a mailing address	of 1426 North Marvin Stre	et #101, Gilbert, AZ
85233 ("Sun State Towers") and evidences that of	on the day of	, 2017, a
Lease Agreement (the "Agreement") was entere	ed into by and between Lan	dlord and Sun State
Towers.		

- 1. **Property**. Landlord owns certain real property located in Pima County, Arizona (the "*Property*"). Subject to the terms of the Agreement, Landlord has granted to Sun State Towers the right to lease a portion of the Property as more particularly described on Exhibit A (the "*Compound*") and to acquire certain easements for ingress, egress and utilities for the benefit of Sun State Towers and Sun State Towers' sublessees and invitees (the "*Easements*" and collectively with the Compound, the "*Site*", as shown on Exhibit B), a license to use certain other portions of the Property.
- 2. <u>Lease</u>. The Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years commencing upon the Commencement Date, as more particularly defined in the Agreement. The Agreement will automatically renew for six (6) additional periods of five (5) years each, unless Sun State Towers notifies Landlord of its decision not to renew the Agreement at least six (6) months prior to the end of the then current term.
- 3. <u>Notices</u>. All notices, requests, demands, and other communications to Landlord or Sun State Towers will be made at the following addresses:

**<u>Landlord</u>**: Manager, Pima County Real Property Services

201 N. Stone Avenue, 6<sup>th</sup> Floor Tucson, AZ 85701-1215

With a copy to: Director, Pima County Regional Wastewater

Reclamation Dept.

201 N. Stone Avenue, 8th Floor

Tucson, AZ 85701

**Sun State Towers**: Sun State Towers III, LLC

1426 North Marvin Street #101

Gilbert, AZ 85233 Attn: Land Management

4. <u>Construction of Memorandum</u>. This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

# ATTEST: Julie Castaneda, Clerk of the Board APPROVED AS TO FORM: Tobin Rosen, Deputy County Attorney, Civil Division Date Date

# **SUN STATE TOWERS**:

SUN STATE TOWERS III, LLC,

	SUN STATE TOWERS III, LLC,
	a Delaware limited liability company
	_ ////////
	By: //////
	Name: CHAD A. WARD
	Title: <i>Cを</i> ひ
STATE OF AYIZONA)	
<b>N</b> . :	
COUNTY OF Man woo	
Before me, Comie Peterson	the undersigned a Notary Dublic for the Ctate
personally appeared Chad Ward	the undersigned, a Notary Public for the State, , who is the of SUN
	mited liability company, personally known to me (or
	vidence) to be the person whose name is subscribed to
± -	me that he/she executed the same in his/her authorized
<del>-</del>	e instrument, the entity upon behalf of which the person
acted, executed the instrument.	. instrument, the entity upon behan of which the person
acted, executed the instrument.	
WITNESS my hand and official stamp or se	eal, this 12 day of September, 2017.
	,
[Affix Notary Seal]	Musiku
	Notary Public
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	My commission expires:
Notary Public State of Arizona Maricopa County	07/22/2018
Carrie Peterson My Commission Expires 07/23/2018	01/25/2010

#### **EXHIBIT A**

#### DESCRIPTION OF THE COMPOUND

#### TENANT LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 36, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 88° 05' 38" WEST, 2632.53 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88°05'38" WEST, 615.88 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 20°13'41" EAST, 182.56 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 90°00'00" WEST, 172.72 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

#### **EXHIBIT B**

#### DESCRIPTION OF THE EASEMENTS

#### TENANT ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 13 EAST, AND THE NORTH EAST QUARTER OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 36, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 88° 05' 38" WEST, 2632.53 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88°05'38" WEST, 615.88 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 20°13'41" EAST, 182.56 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 90°00'00" WEST, 172.72 FEET; THENCE SOUTH 90°00'00" WEST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 55.21 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 19.88 FEET, WITH A CHORD BEARING SOUTH 45°00'00" EAST, 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°43'05", AN ARC LENGTH OF 31.47 FEET; THENCE NORTH 90°00'00" EAST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" WEST, 120.00 FEET; THENCE NORTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" EAST, 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET; THENCE NORTH 00°00'00" EAST, 75.21 FEET; THENCE NORTH 90°00'00" EAST, 230.09 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE SOUTH 20°13'41" WEST ALONG SAID LINE, 21.31 FEET TO THE POINT OF BEGINNING.

#### TENANT UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 13 EAST, AND THE NORTH EAST QUARTER OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 36, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 88° 05' 38" WEST, 2632.53 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88°05'38" WEST, 615.88 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD NOGALES HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 20°13'41" EAST, 182.56 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 20°13'41" WEST, 18.23 FEET; THENCE NORTH 69°46'19" WEST, 10.00 FEET; THENCE NORTH 20°13'41" EAST, 14.54 FEET; THENCE SOUTH 90°00'00" EAST, 10.66 FEET TO THE POINT OF BEGINNING.