



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 12/17/2024

\* = Mandatory, Information must be provided

or Procurement Director Award:

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

The State of Arizona

**\*Project Title/Description:**

State Land Department State of Arizona Right of Way

**\*Purpose:**

County needs to acquire ROW from ASLD to install and maintain a sewer line. The sewer line will benefit the I-10 Avra Valley Mining & Development LLC (the "Developer") to develop a commercial project. The Developer has applied for the ROW and paid all costs associated with the required ROW to ASLD in the amount of \$25,225.75. The ROW to be acquired will be for a perpetual term.  
RPS file:E-0329

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

To ensure County has legal access to install underground sewer lines.

**\*Public Benefit:**

The ROW will provide underground sewer lines to the adjacent parcels.

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

The property was appraised by an independent appraiser retained by the ASLD. All costs associated with the acquisition have been paid for by the Developer.

**\*Retroactive:**

Yes, it is retroactive to September 25, 2024. The ASLD responded to the request and the paperwork granting the easement was generated by the ASLD after the ROW was paid for by the Developer. This caused a delay in processing the item.

Location Map attached

TO: COB, 12-3-2024 (2)  
Vers: 1.0  
pgs: 29

DEC03\*24AM0942 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: SC Department Code: RPS Contract Number (i.e., 15-123): SC2400002384
Commencement Date: 9/25/2024 Termination Date: 9/24/2049 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 0.00

\*Funding Source(s) required:

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

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

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

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Is there revenue included? Yes No If Yes \$ Amount This Amendment: \$

\*Funding Source(s) required:

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

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

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

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

\*All Funding Source(s) required:

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

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

\*Funding Source:

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

Contact: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature: Date: 11/25/2024

Deputy County Administrator Signature: Date: 12/2/2024

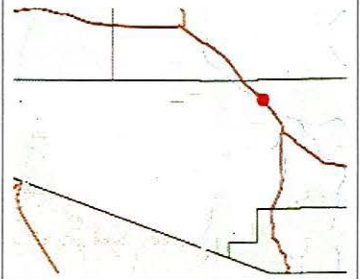
County Administrator Signature: Date: 12/2/2024



# Location Map

## Legend

- Streets - All
- Parcels



## Notes:

This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

STATE LAND DEPARTMENT  
STATE OF ARIZONA

Right of Way

R/W No. 16-124407-00

THIS RIGHT OF WAY (“Right of Way”) is entered into by and between the State of Arizona (as “Grantor”) by and through the Arizona State Land Department and

PIMA COUNTY

(“Grantee”). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

“Additional Conditions”, “Exhibits”, and “Appendixes” are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1  
SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto (“Subject Land”).

1.2 Grantee makes use of the Subject Land “as is”, and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2  
TERM

2.1 The term of this Right of Way commences on September 25, 2024 (“Commencement Date”), and runs for a perpetual term, unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3  
RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

ARTICLE 4  
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Underground 8" sewer line

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

**ARTICLE 5**  
**CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

**ARTICLE 6**  
**CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

**ARTICLE 7**  
**INDEMNITY**

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**ARTICLE 8**  
**RESERVATIONS; RELINQUISHMENTS**

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

**ARTICLE 9**  
**LOCATION, CONSTRUCTION AND MAINTENANCE**

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

**ARTICLE 10**  
**NATIVE PLANTS AND CULTURAL RESOURCES**

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum

and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

#### ARTICLE 11

#### GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.



**ARTICLE 12**  
**MISCELLANEOUS**

**12.1** The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

**12.2** This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

**12.3** In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

**12.4** Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

**12.5** The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

**12.6** If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

**12.7** Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

**12.8** The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

**12.9** Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

## **ADDITIONAL CONDITIONS**

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

### **1. LEGAL DESCRIPTION, RENT AND PURPOSE**

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

### **2. CONSTRUCTION, MAINTENANCE AND OPERATION**

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regard to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (electronically in PDF format format) and applicable drainage report(s), engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends

## ADDITIONAL CONDITIONS

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Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction on or after the Commencement Date of this Right of Way : Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.10 For construction on or after the Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

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### 3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any

## **ADDITIONAL CONDITIONS**

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questions, and provide such reports and confirming information as Grantor may reasonably request.

**3.4** At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

**3.5** Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

**3.6** At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

**3.7** Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and



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liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

**3.8** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

**3.9** This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

**3.10** In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

#### **4. CULTURAL RESOURCES AND NATIVE PLANTS**

**4.1** Prior to any ground disturbance in areas not previously subject to a cultural resources survey, or areas that were last surveyed more than 10 years ago must be resurveyed. Grantee shall arrange for a permittee of the Arizona State Museum to prepare and submit a Class I Archaeological Records Review to identify whether or not a cultural resource survey meeting current statutory requirements has been conducted within the Project area, and to identify if any properties which may be eligible for the Arizona Register

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of Historic Places is located within or nearby the Project area. In addition, to make a recommendation of any efforts that should be undertaken to assess impacts to properties which may be register eligible, and to identify currently unknown Register eligible properties potentially impacted by the Project; and

i. If required, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or if avoidance is not feasible Grantee shall provide Grantor with any archaeological plans, studies, or reports that may be needed for Grantor's use in consultation with the State Historic Preservation Office (SHPO). submit a historic properties treatment plan for review and consultation with the State Historic Preservation Office (SHPO), under the State Historic Preservation Act, A.R.S. 41-861 et. seq. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.3 If, following receipt of Arizona State Land Department Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the Grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and the Arizona State Land Department Cultural Resources Section Manager.

4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment

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will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.8 Grantee shall only remove protected plants when specifically authorized to do so and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.11 Grantee shall salvage or replant cactus and other protected plants.

4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

### **5. SERVICE / ACCESS ROADS**

5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.

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**5.2** Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.

**5.3** Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.

**5.4** Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.

**5.5** The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.

**5.6** Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.

**5.7** Maintenance of the service roads may include dust control measures for the term of this Right of Way.

### **6. EXISTING LESSEES**

**6.1** Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

**6.2** Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

**6.3** Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

**6.4** If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

## ADDITIONAL CONDITIONS

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6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance and inquire as to the presence/absence of livestock.

### 7. MISCELLANEOUS

7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

7.2 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

7.3 No altering of existing drainages or drainage structures is authorized under this instrument.

7.4 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

7.5 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”

7.6 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which



**ADDITIONAL CONDITIONS**

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these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

**8. EXHIBITS**

8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

|                  |   |
|------------------|---|
| <u>EXHIBIT A</u> | Legal Description and/or Visual Depiction of Right of Way |
| <u>EXHIBIT B</u> | Insurance Rider   |
| <u>EXHIBIT C</u> | Use of Water on State Trust Lands                         |

**BY SIGNATURE BELOW, ALL TERMS ARE  
AGREED TO AND ACCEPTED BY GRANTEE**

✓By: \_\_\_\_\_

✓Title: \_\_\_\_\_

✓Date: \_\_\_\_\_

*[Remainder of this page left blank intentionally]*

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## EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 12 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, BEING A STRIP OF LAND 10.00 FEET WIDE, LYING SOUTHWESTERLY OF INTERSTATE 10 HIGHWAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, BEING A FOUND 3" ACP MARKED "MMLA" MONUMENT;

THENCE NORTH 89°51'36" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 16, A DISTANCE OF 2,111.08' TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10;

THENCE CONTINUING SOUTH 45°00'03" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10, A DISTANCE OF 632.02';

THENCE SOUTH 42°35'18" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE 10, A DISTANCE OF 127.65';

THENCE SOUTH 00°10'51" EAST A DISTANCE OF 70.91' TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 50°29'29" EAST A DISTANCE OF 142.95';

THENCE SOUTH 40°26'46" EAST A DISTANCE OF 466.02';


THENCE SOUTH 14°41'15" WEST A DISTANCE OF 24.38';

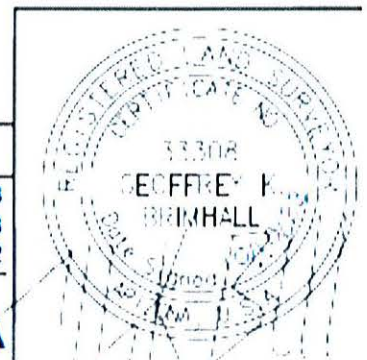
THENCE NORTH 40°26'46" WEST A DISTANCE OF 478.20';

THENCE NORTH 50°29'29" WEST A DISTANCE OF 124.59';

THENCE NORTH 00°10'51" WEST A DISTANCE OF 25.99', TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,117 S.F. MORE OR LESS.

|   |  |   |
|---|--|---|
| 4655 N FLOWING WELLS RD., TUCSON, AZ 85705<br>PHONE: 520.690.1669 EMAIL: ROSS.LAMBERSON@KAEOKOINC.COM |  |   |
|                    | 20 FT. PUBLIC SEWER EASEMENT<br>APN: 226-01-002A | CHECKED BY: GB<br>DRAWN BY: ALB<br>PROJECT #: 7020552 |
|   | 12,117 SQ. FT.                                   | DATE: 08-15-23<br>SCALE:<br>SHEET 1 OF 2              |

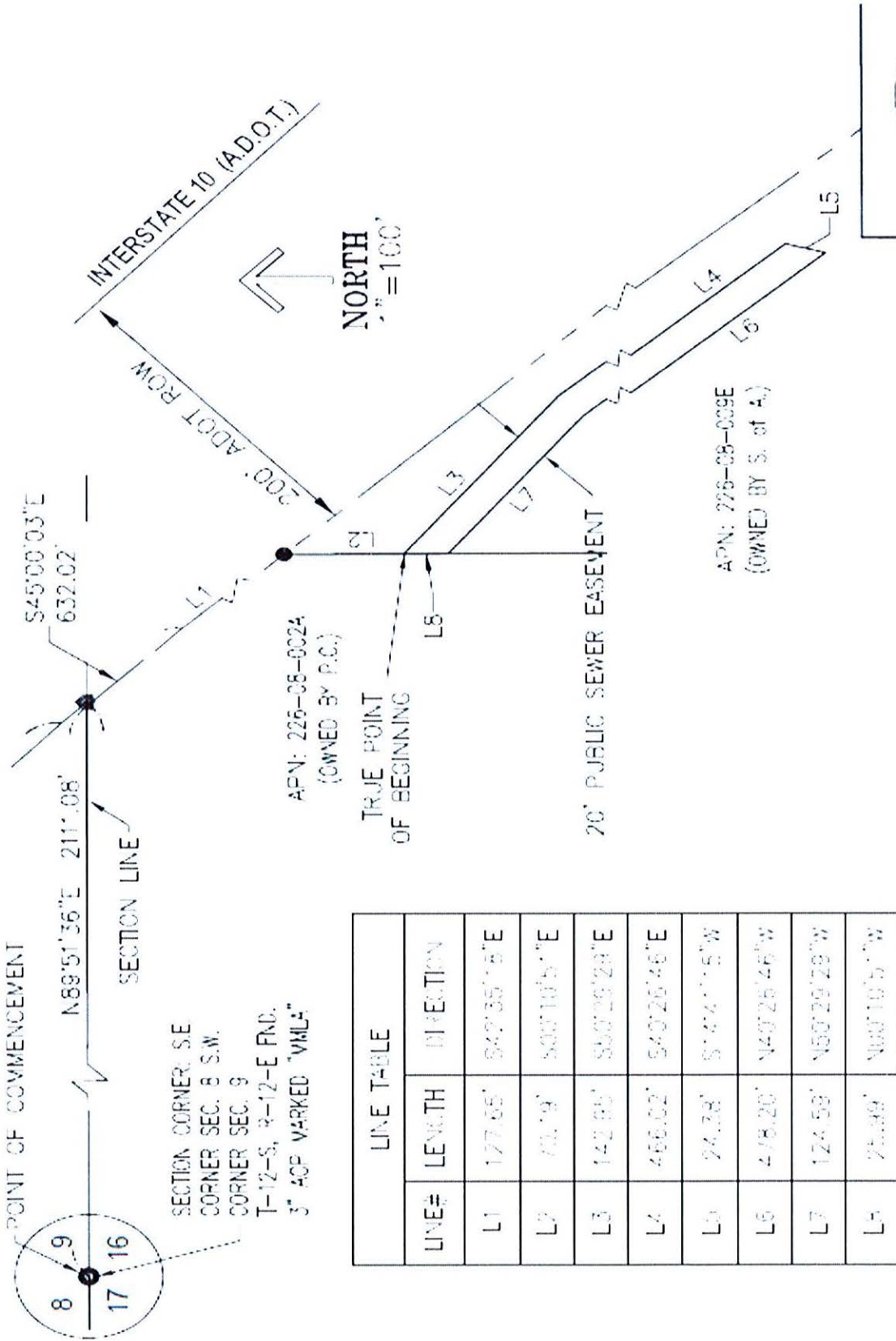


# ADDITIONAL CONDITIONS

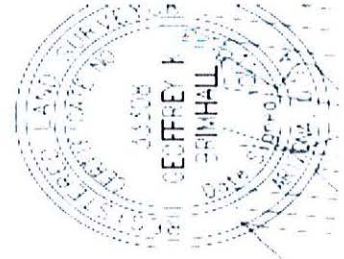
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## EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



| LINE TABLE |                     |
|------------|---------------------|
| LINE#      | LENGTH DIRECTION    |
| L1         | 177.65' S42°35'15"E |
| L2         | 70.19' S00°10'5"E   |
| L3         | 142.95' S50°29'28"E |
| L4         | 466.02' S40°26'46"E |
| L5         | 74.38' S14°42'15"W  |
| L6         | 478.20' N40°26'46"W |
| L7         | 124.59' N50°29'28"W |
| L8         | 75.69' N00°10'5"W   |



|  |   |   |
|--|---|---|
|  <p>4655 N. FLOWING WELLS RD., TUCSON, AZ 85705<br/>PHONE: 520.690.1569<br/>FAX: 520.749.9006</p> | <p><b>20' PUBLIC SEWER EASEMENT</b></p> <p>APN: 226-01-002A</p> <p>12,117 SQ. FT.</p> | <p>CHECKED BY: GB<br/>DRAWN BY: ALB<br/>PROJECT #: 7030552</p> <p>DATE: 10-15-23<br/>SCALE: 1"=50'<br/>SHEET 2 OF 2</p> |
|  |   | EXH. A  |

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### EXHIBIT B

#### INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

**R-1 Indemnity.** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way.** *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**ADDITIONAL CONDITIONS**

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

|  |                |
|--|----------------|
| General Aggregate:                       | \$2,000,000.00 |
| Products-Completed Operations Aggregate: | \$1,000,000.00 |
| Personal and Advertising Injury:         | \$1,000,000.00 |
| Each Occurrence:                         | \$1,000,000.00 |
| Damage to Rented Premises:               | \$ 100,000.00  |

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL) .....\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.



**ADDITIONAL CONDITIONS**

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b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

**IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

**3. Worker's Compensation and Employers' Liability.**

|                               |                  |
|-------------------------------|------------------|
| <b>Workers' Compensation</b>  | <b>Statutory</b> |
| <b>Employers' Liability</b>   |                  |
| Each Accident.....            | \$1,000,000      |
| Disease – Each Employee ..... | \$1,000,000      |
| Disease – Policy Limit.....   | \$1,000,000      |

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE.**

**B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:**

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

## ADDITIONAL CONDITIONS

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the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1110 W. Washington Ave., Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractors and Subcontractors shall furnish Grantee with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Grantee before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to Grantee. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Grantee shall ensure and verify that all Contractors and Subcontractors have collectable insurance as evidenced by the certificates of insurance and endorsements for each Contractor and Subcontractor. If Grantee's Contractors or Subcontractors do not have or cannot obtain the required insurance coverages, Grantee's endorsements or certificates of insurance shall include all of its Contractors and Subcontractors as insured under its policies. All coverage for Contractors and Subcontractors shall be subject to the applicable insurance requirements identified in this

## **ADDITIONAL CONDITIONS**

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**Article. Grantor reserves the right to require, at any time, proof from the Grantee that its Contractors and Subcontractors have the required coverage.**

**G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.**

**H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.**

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### EXHIBIT C – USE OF WATER ON STATE TRUST LAND

1. **No Water Rights Conferred:** This Right of Way Grant does not confer upon the Grantee or its assignees, any expressed or implied rights to the use or removal of surface or groundwater from the Subject Land. Any use or removal of water from the Subject Land shall be made only pursuant to an independent written agreement with the Grantor. If the Grantee is granted such approval through an independent written agreement to develop any surface or groundwater on the Subject Land, Grantee shall not acquire any rights with respect to the surface or groundwater, except the right to use such water in accordance with applicable law, on the Subject Land, during the term of this Right of Way Grant. Any application for and establishment by the Grantee of any surface or groundwater rights shall be in the name of “State of Arizona, State Land Department” and shall attach to and become appurtenant to the Subject Land.

2. **Drilling of Wells:** Drilling of well(s) is permitted with prior written permission from Grantor. If drilling a well is desired, Grantee must first file an Application to Place Improvement with Grantor. If the Application to Place Improvement is approved by Grantor, Grantee must then file a “Notice of Intent to Drill” application with the Arizona Department of Water Resources (“ADWR”). If the Notice of Intent to Drill application is approved by ADWR and Grantee proceeds with the drilling of the approved well, all construction must be done in a workmanlike manner and to the specifications provided to Grantor by Grantee in its Application to Place Improvement. If the well is within an Active Management Area (“AMA”), Grantee must have a groundwater right or permit to pump groundwater legally, unless the person is withdrawing groundwater from an "exempt" well.

3. **Well Abandonment:** Prior to the Grantee vacating the Subject Land, Grantee agrees to contact the Department to determine whether the pumping equipment must be removed and whether the well(s) are required to be abandoned or capped. If requested by the Department, the Grantee may be required to conduct, at Grantee’s expense, groundwater quality analyses.

4. **Metering / Annual Reporting:** Grantee agrees to meter any well(s) on the Subject Land, to record water use monthly, and to report annually to the Department the amount of water pumped unless otherwise directed by the Department.

5. **Payment:** Grantee shall pay an assessment to the Department, assessed each year for the amount of groundwater pumped in the conduct of the Grantee’s business. This assessment is based on reported annual water use, and the appraised value of water per acre-

## ADDITIONAL CONDITIONS

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foot. This rate is subject to annual reappraisal. Additionally, when applicable, the Grantee agrees to pay an annual fee for the use of any State-owned Type 2 Non-Irrigation Grandfathered groundwater rights.

6. Annual Report: ADWR requires an annual report of groundwater pumped from non-exempt well(s) within both AMA's and Irrigation Non-Expansion Areas. If applicable, Grantee shall submit to ADWR the Annual Water Withdrawal and Use Report and associated fees within the time frame specified by ADWR.

7. Water Use Not Beneficial to Right of Way Grant: If Grantee desires to move groundwater off the Subject Land or use groundwater for purpose(s) different from those stated in this Right of Way Grant, Grantee shall file an application with Grantor for a public auction water sale. Movement of groundwater from the Subject Land prior to a public auction is prohibited and may result in immediate suspension of this Right of Way Grant, Right of Way Grant termination, or reimbursement to the Trust.

8. Guarantee of Availability or Quality: Grantor, by issuing this Right of Way Grant, makes no guarantee with respect to groundwater availability or groundwater quality.

9. Grantor's Access: Grantee shall provide the Grantor's personnel reasonable access to well(s) on the Subject Land.

10. Grantor Notification: Grantee shall promptly notify Grantor in writing (in any case no later than thirty (30) days after such filing) of any filings made by the Grantee with any governmental agency or court concerning the establishment or adjudication of any claim to a water right relating to the Subject Land. Upon request of the Grantor, Grantee shall furnish copies of any document filed with the agency or court.



APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
1110 W. WASHINGTON ST.  
PHOENIX, AZ 85007

RUN DATE/TIME:  
10/23/2024 7:31 AM

KE-LEASE: 016-124407-00-100  
APPTYPE: New  
TOTAL ACRES: 0.278

| TRS            | County | Fund | Legal           | AUS | Acres |
|----------------|--------|------|-----------------|-----|-------|
| 12.0S-12.0E-16 | 10     | 30   | M&B THRU W2NWNE | 0.0 | 0.278 |

Total Acres: 0.278

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR  
Arizona State Land Commissioner

PIMA COUNTY  
GRANTEE

By: \_\_\_\_\_ Date \_\_\_\_\_

(ASLD SEAL)

✓ Address \_\_\_\_\_

✓ City \_\_\_\_\_ ✓ State \_\_\_\_\_ ✓ Zip \_\_\_\_\_

✓ By: \_\_\_\_\_ Chairman, Board of Supervisors

ATTEST:

✓ Clerk, Board of Supervisors \_\_\_\_\_ ✓ Date \_\_\_\_\_

Approved as to  
Form:

✓ Deputy County Attorney Bobby Yu 11/15/2024  
✓ Date

## GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: \_\_\_\_\_

NAME OF GRANTEE: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

PERMITTED USE: \_\_\_\_\_

LAND DEPARTMENT ADMINISTRATOR: \_\_\_\_\_

DATE CONSTRUCTION STARTED: \_\_\_\_\_

DATE CONSTRUCTION COMPLETED: \_\_\_\_\_

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Date

Title \_\_\_\_\_

Return To: Arizona State Land Department  
R/W Section  
1110 W. Washington St.  
Phoenix, AZ 85007