



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

Award Contract Grant

Requested Board Meeting Date: September 15, 2020 Addendum

* = Mandatory, information must be provided

or Procurement Director Award

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

Pima County, a political subdivision for the State of Arizona; Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona and Town of Marana, an Arizona municipal corporation ("Parties")

***Project Title/Description:**

Intergovernmental Agreement ("IGA"); Acq-1014

***Purpose:**

The IGA between Pima County, RFCD and Town of Marana provides for the completion of development requirements for a residential development planned near the boundary of current Marana Town limits, including the dedication of archaeological sensitive land near El Rio Preserve. Marana is moving forward with an annexation of the area, which includes property owned by the RFCD. Marana desires RFCD to concur with the annexation and has agreed to honor and carry out conditions of development being set by Pima County. The IGA is necessary to bind the Parties to conditions of annexation, development and dedication.

***Procurement Method:**

This IGA is a non-procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

To ensure that Parties continue to work together on common goals for annexation, development and dedication.

***Public Benefit:**

Additional archaeological sensitive land is acquired for preservation and the expansion of the El Rio Preserve.

***Metrics Available to Measure Performance:**

Dedication of additional archaeological sensitive land.

***Retroactive:**

No.

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DP

*To: COB- 9-9-20
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(2)*

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 21*0028

Commencement Date: 9/15/2020 Termination Date: 9/15/2040 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

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

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

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

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

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

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

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

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

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

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

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

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

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

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

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

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

*Funding Source: _____

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

Contact: Jim Rossi

Department: Real Property Services Telephone: 724-6318

Department Director Signature/Date: [Signature] 9/2/2020

Deputy County Administrator Signature/Date: [Signature] 9/2/2020

County Administrator Signature/Date: [Signature] 9/3/2020

(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT AMONG PIMA COUNTY,
THE PIMA COUNTY FLOOD CONTROL DISTRICT, AND
THE TOWN OF MARANA REGARDING OPEN SPACE NEAR THE
EL RÍO PRESERVE**

This Intergovernmental Agreement (this "Agreement") is entered into by and among Pima County ("County"), a political subdivision of the State of Arizona, the Pima County Flood Control District ("District"), a political taxing subdivision of the State of Arizona, and the Town of Marana ("Marana"), an Arizona municipal corporation, pursuant to Arizona Revised Statutes section (A.R.S. §) 11-952. County, District, and Marana are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

Recitals

- A. County is authorized pursuant to A.R.S. §§ 11-951 and 11-932 to own real property and to develop, operate and maintain parks and trail systems for the benefit of its residents.
- B. District is authorized by A.R.S. § 48-3603 to construct, operate, and maintain flood control works and storm-drainage facilities for the benefit of the District, and to acquire property for those purposes.
- C. Marana is authorized by A.R.S. §§ 9-240, 9-462 *et seq.* and 9-471 to own, annex, zone and rezone real property.
- D. The Parties are authorized by A.R.S. § 11-952 to enter into agreements with one another for joint or cooperative action or exercise jointly held powers.
- E. An application for variance has been filed by home builder KB Home Tucson, Inc. before Pima County Board of Adjustment District 3, bearing the case name "P20VA00015 MARANA UNIFIED SCHOOL DISTRICT NO 6 - N. COACHLINE BOULEVARD" (the "Pending Variance Request").
- F. The Pending Variance Request involves about 50.99 acres of land currently owned by the Marana Unified School District and currently anticipated to be purchased by KB Home Tucson, Inc., located south of Marana's El Río Preserve and east of the District's Los Morteros Conservation Area. About 40 acres of the land is located south of Coachline Boulevard (the Replat Area) and about 10.99 acres is located north of Coachline Boulevard (MUSD Parcel D). The Replat Area is zoned to allow one home per 8,000 square feet. The development proposal as set forth in the Pending Variance Request is to construct approximately 150 homes on lots with a minimum size of 4,800

square feet on the Replat Area, and leaving about ten acres of the land (the Cultural Preservation Area) undeveloped. County staff have expressed support for the Pending Variance Request on condition that the Cultural Preservation Area and MUSD Parcel D are dedicated at no cost to the County or the District for flood control and permanent open space purposes.

- G. All but 2.24 acres of the land involved in the Pending Variance Request is located in unincorporated Pima County; 2.24 acres of MUSD Parcel D is located in the town limits of Marana.
- H. Marana has begun the process described in A.R.S. § 9-471 to annex into the town limits of Marana the Replat Area, and the Parties desire that the Pending Variance Request be completed in Pima County prior to annexation, to clarify the zoning entitlements associated with the property and to ensure that conditions of approval of the Pending Variance Request are carried out.
- I. The Parties recognize and acknowledge that eventual Marana annexation of the existing unincorporated Pima County island which includes the property and its vicinity will allow the area to be served by the Marana Police Department and other Marana services.

Agreement

NOW THEREFORE, the Parties, pursuant to the above recitals which are incorporated herein, and in consideration of the matters and things set forth in this Agreement, do mutually agree as follows:

- 1. **Definitions.** The following definitions apply to capitalized terms in this Agreement.
 - a. The "Cultural Preservation Area" means the approximately 10-acre portion of the Replat Area identified as "Cultural Preservation/Open Space," the ultimate size and configuration of which will be determined, along with the final subdivision lot and street layouts, through the formal subdivision platting process.
 - b. The "Dedications" means transfer to the County or the District of fee title ownership of MUSD Parcel D and the Cultural Preservation Area.
 - c. The "Effective Date" is defined in paragraph 7.a below.
 - d. "MUSD Parcel D" means the 10.99 acres of land located north of Coachline Boulevard and legally described in Exhibit B attached to and incorporated by this reference in this Agreement.
 - e. The "Pending Variance Request" is defined in recital E above.
 - f. The "Replat Area" means the approximately 40-acre area of land depicted in the Concept Site Plan attached as Exhibit A to and incorporated by this reference in this Agreement.

2. **Marana consent and commitment to County and/or District ownership of MUSD Parcel D and the Cultural Preservation Area.** If the Pending Variance Request is approved and the annexation occurs, Marana consents to the Dedications and agrees to honor and carry out the condition of approval of the Pending Variance Request requiring KB Home Tucson, Inc. or any other developer of the Replat Area to make the Dedications. A.R.S. § 9-471 paragraph L requires Marana to adopt zoning classifications that permit densities and uses not greater than those permitted by the county immediately before annexation. To comply with that requirement, translational Marana zoning for the Replat Area that relies on approval of the Pending Variance Request must also include the Dedications.
3. **Restrictions on use of MUSD Parcel D.** Not later than 60 days after the County or the District receives title to MUSD Parcel D, the County or District (whichever of them then owns them) shall record a restrictive covenant against the title to MUSD Parcel D, enforceable by the Town, and in the form attached as Exhibit C attached to and incorporated by this reference in this Agreement (or with substantively the same terms but in another form acceptable to the Marana Town Attorney). If the Dedications are made to the County, the County intends to subsequently convey the property to the District as part of a real property exchange.
4. **No representations about applicability of statutes.** The Parties acknowledge the existence of A.R.S. §§ 11-251.19 and 11-264.07 and acknowledge that this Agreement will satisfy the statutory requirements to the extent they are applicable; however, nothing in this Agreement is intended to or shall be interpreted as District's acknowledgment that the statutes apply if and to the extent the Dedications are made to the District and not to the County.
5. **County and District consent to annexation.** The County and the District hereby consent to Marana's future annexation of the unincorporated portion of MUSD Parcel D.
6. **District consent to annexation.** The District hereby consents to Marana's future annexation of District-owned land located within the same unincorporated county island where the Dedications are located, provided the District still owns it at the time of annexation. This District-owned land currently includes all of the following:
 - a. Twenty-four vacant lots within the La Puerta del Norte subdivision, according to the plat recorded in the office of the Pima County Recorder on April 25, 1961 at Book 15 of Maps and Plats, Page 76; specifically, lots 7-15, 36-38, 55-58, 72-76, and 150 (currently bearing Assessor's Parcel Numbers 226-051-152A, -152B, and -152C) including any previously abandoned public right-of-way now combined with those lots.
 - b. Two parcels located immediately west of MUSD Parcel D, currently bearing Assessor's Parcel Numbers 226-04-014C and 226-04-1120.

7. Term and termination.

- a. *Effective Date.* This Agreement shall be effective (the "Effective Date") on the date of the last signature of a Party.
- b. *Term.* Upon completion of the Dedications, the provisions of this Agreement pertaining to the Dedications shall become permanent. Upon Marana's annexation of the unincorporated portion of MUSD Parcel D and/or District-owned properties, this Agreement shall terminate. This Agreement shall terminate on the 20th anniversary of the Effective Date if and to the extent the Dedications or annexations addressed by this Agreement have not by that time occurred.
- c. *Termination for conflict of interest.* This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

8. Construction of Agreement.

- a. *Entire agreement.* This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged in this Agreement.
- b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
- c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals.
- d. *Severability.* If any provision of this Agreement or the application of it is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of this Agreement are severable. If provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a Party in an attempt to reach an agreement on a substitute provision.

9. Legal jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County, the District, or Marana.

10. No third party beneficiaries. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

11. Compliance with laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

- a. *Anti-discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the

State of Arizona are incorporated by this reference as a part of this Agreement as if set forth in full here.

- b. *Americans with Disabilities Act*. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

12. Waiver. Waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

13. Notification. All notices or demands upon either Party shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

COUNTY: REAL PROPERTY SERVICES ADMINISTRATOR
Attn: Manager
201 N Stone Ave, 6th Floor
Tucson, AZ 85701

DISTRICT: PIMA COUNTY FLOOD CONTROL DISTRICT
Attn: Chief Engineer
201 N Stone Ave, 8th Floor
Tucson, AZ 85701

MARANA: TOWN OF MARANA
11555 W. Civic Center Drive
Marana, Arizona 85653

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail. A Party may, by written notice to the other Parties, designate another address or person for receipt of notices under this Agreement.

14. Remedies. Any Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution and attested to by the Clerk of the Board; District has caused this Agreement to be executed by the Chair of its Board of Directors, upon resolution and attested to by the Clerk of the Board; and the Marana has caused this

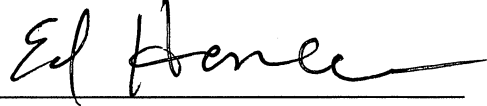
Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

PIMA COUNTY FLOOD CONTROL DISTRICT

TOWN OF MARANA

Chair, Board of Directors

Mayor



Date: _____

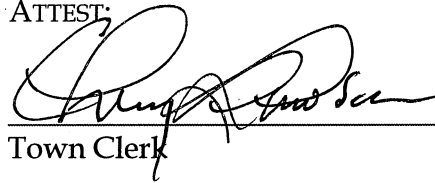
Date: 9-3-2020

ATTEST:

ATTEST:

Clerk of the Board

Town Clerk



PIMA COUNTY

Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

Intergovernmental Agreement Determination

The foregoing intergovernmental agreement between PIMA COUNTY, the PIMA COUNTY FLOOD CONTROL DISTRICT, and the TOWN OF MARANA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper

form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this Agreement represented by the undersigned.

PIMA COUNTY FLOOD CONTROL DISTRICT: TOWN OF MARANA:

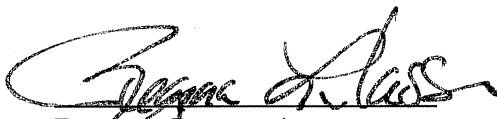

Deputy County Attorney

Date: 9-8-2020


Town Attorney

Date: 9-1-2020

PIMA COUNTY:

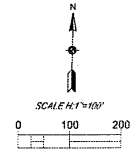
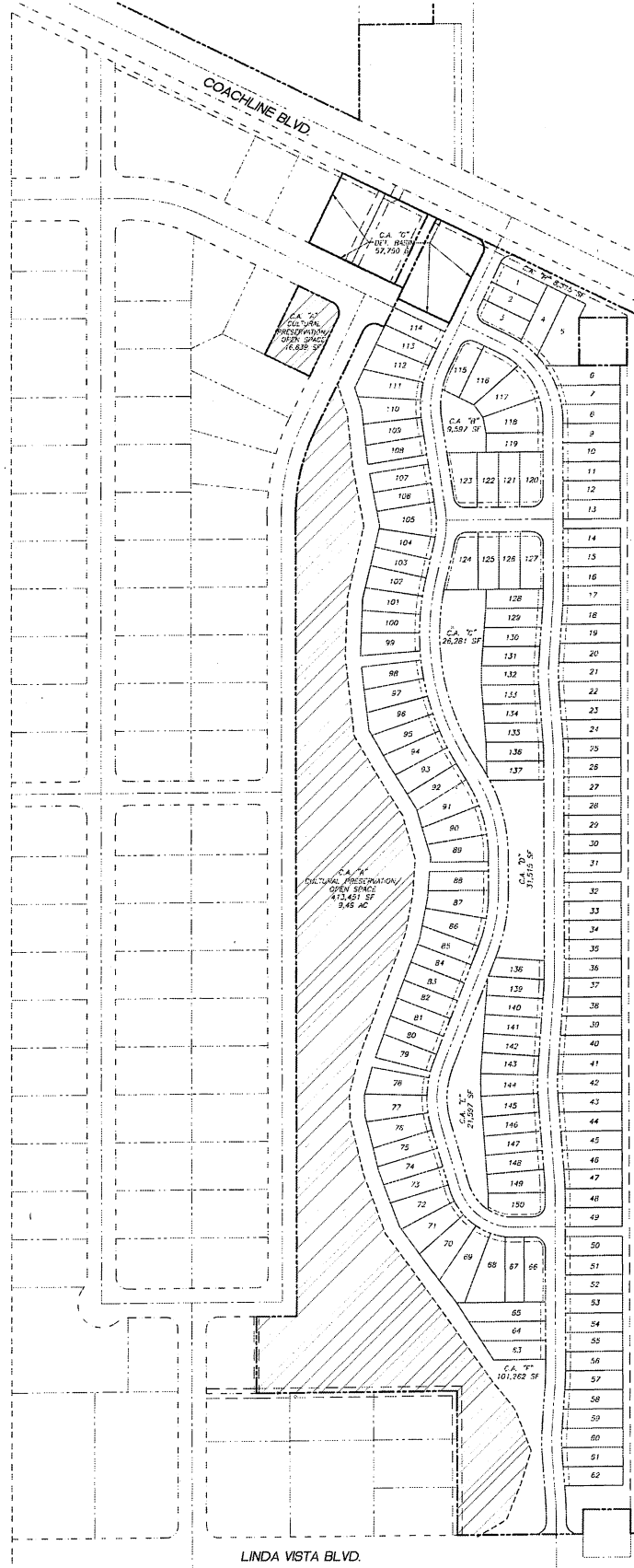

Deputy County Attorney

Date: 9-8-2020

List of Exhibits

- Exhibit A The Replat Area
- Exhibit B MUSD Parcel D
- Exhibit C Restrictive Covenant

EXHIBIT A TO INTERGOVERNMENTAL AGREEMENT

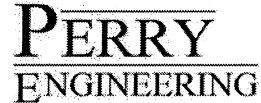


AREA CALCULATIONS	
C.A. 'A'	= 430,690 SF, 9.87 ACRES (OPEN SPACE)
C.A. 'B'	= 2,597 SF, 0.22 ACRES
C.A. 'C'	= 26,281 SF, 0.60 ACRES
C.A. 'D'	= 31,515 SF, 0.72 ACRES
C.A. 'E'	= 31,507 SF, 0.59 ACRES
C.A. 'F'	= 101,266 SF, 2.19 ACRES
C.A. 'G'	= 57,750 SF, 1.33 ACRES (RETENTION/RETENTION)
C.A. 'H'	= 8,315 SF, 0.19 ACRES
PARCEL 'A' (MAIN PARCEL) = 1,757,083 SF, 40.31 ACRES	
HW LOTS = 49,026 SF OR 1.13 ACRES	
MARIANA WELL SITE = 10,000 SF OR 0.229 ACRES	
TOTAL AREA: PARCELS A & HW LOTS & MARIANA WELL SITE = 41,669 ACRES	
150 SINGLE-STORY, SINGLE-FAMILY HOMESITES	
AVERAGE LOT SIZE = 120' X 40'	
MINIMUM LOT AREA = 4,800 SF	
AVERAGE LOT AREA = 5,273 SF	
RAC = 150 LOTS/41,669 ACRES = 3.600	

PERRY
ENGINEERING
501 W WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

CONCEPT SITE PLAN
FOR
REPLAT OF LA PUERTA DEL NORTE
LOTS 1 - 150 & COMMON AREAS A - H
DATED 07-23-2020

EXHIBIT B TO INTERGOVERNMENTAL AGREEMENT



DATE: 06/24/2020
PROJECT: 20024

LEGAL DESCRIPTION

PARCEL D

A PORTION OF CONTINENTAL RANCH PARCEL 44 AND CONTINENTAL RANCH PARCEL 45 AS RECORDED IN DOCKET 12449, PAGE 5258, RECORDS OF PIMA COUNTY, ARIZONA, SITUATED IN A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF SAID CONTINENTAL RANCH PARCEL 45, BEING A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130, FROM WHICH THE SOUTHWEST OF SAID CONTINENTAL RANCH PARCEL 44, BEING A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130, BEARS NORTH 00° 44' 02" WEST, A DISTANCE OF 199.89 FEET;

THENCE, DEPARTING SAID SOUTHEAST PROPERTY CORNER AND ALONG THE NORTH RIGHT OF WAY OF COACHLINE BOULEVARD AS RECORDED IN DOCKET 10867, PAGE 2986, RECORDS OF PIMA COUNTY, ARIZONA, NORTH 64° 28' 19" WEST, A DISTANCE OF 615.55 FEET, TO A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130;

THENCE, DEPARTING SAID NORTH RIGHT OF WAY, NORTH 00° 31' 03" WEST, A DISTANCE OF 554.28 FEET, TO A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130;

THENCE, NORTH 89° 25' 37" EAST, A DISTANCE OF 552.56 FEET, TO A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130;

THENCE, NORTH 89° 20' 17" EAST, A DISTANCE OF 156.00 FEET, TO A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130;

THE TOTAL PARCEL AREA CONTAINS 478,514 SQUARE FEET OR 10.99 ACRES, MORE OR LESS.

THENCE, SOUTH 00° 29' 30" EAST, A DISTANCE OF 625.48 FEET, TO A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130;

THENCE, SOUTH 89° 26' 27" WEST, A DISTANCE OF 156.00 FEET, TO A 1/2" IRON REBAR WITH BRASS TAG, STAMPED 51130;

THENCE, SOUTH 00° 44' 02" EAST, A DISTANCE OF 199.89 FEET, TO THE **POINT OF BEGINNING**.

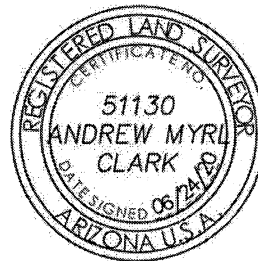


EXHIBIT B TO INTERGOVERNMENTAL AGREEMENT

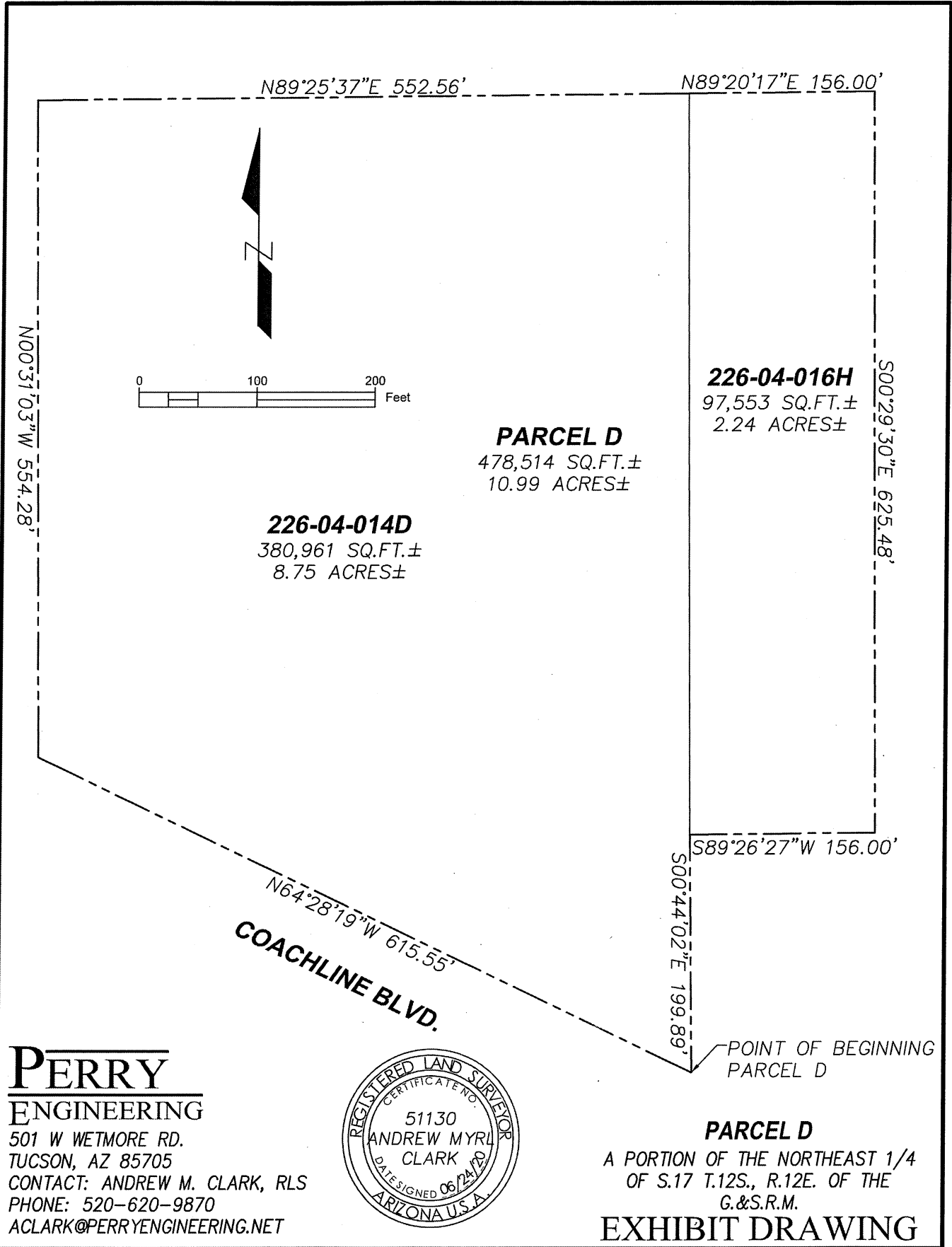


EXHIBIT C TO INTERGOVERNMENTAL AGREEMENT

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS RUNNING WITH THE LAND

These Covenants, Conditions and Restrictions (these “CCRs”) are made by PIMA COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona (“Declarant”).

1. GENERAL

1.1. Affected Property. Declarant is the owner of the land referred to in these CCRs as the Affected Property, legally described and depicted in Exhibit A attached to and incorporated by this reference in this instrument.

1.2. Purpose. These CCRs are executed to satisfy Declarant’s obligations arising from the INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF MARANA REGARDING OPEN SPACE NEAR THE EL RÍO PRESERVE (the “Agreement”), dated _____, 2020, by and between Declarant and the Town of Marana.

1.3. Declaration. Declarant, for itself and future owners of any or all of the Affected Property, hereby declares that all of the Affected Property and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions and other provisions set forth in these CCRs for the period these CCRs are in effect.

1.4. Common and General Plan. These CCRs are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Affected Property.

1.5. Effect. The provisions of these CCRs are not personal and are intended to and shall run with the land and, until their expiration or termination, shall bind, be a charge upon and inure to the mutual benefit of (a) the owners of all or a portion of the Affected Property, (b) Declarant (as it now exists or as it may be later reorganized, consolidated, enlarged, or reincorporated), and (c) the Town of Marana.

2. RESTRICTIONS

2.1. Linear Park. The “Linear Park” means the Chuck Huckelberry Loop, a system of paved, shared-use paths and short segments of buffered bike lanes connecting the Rillito, Santa Cruz, and Pantano River Parks and other linear parks and greenways, one segment of which is located adjacent to the north boundary of the Affected Property.

EXHIBIT C TO INTERGOVERNMENTAL AGREEMENT

2.2. Allowed Uses. Use of the Affected Property shall be limited to the following:

2.2.1. Amenities for the Linear Park, including comfort stations, restrooms and parking, and public use of the Linear Park.

2.2.2. Access for ordinary maintenance and repair of the Linear Park and/or the Bank Protection, including a storage shed not larger than 250 square feet for equipment.

2.2.3. During an emergency or flood event, the temporary storage of heavy equipment necessary to deal with the emergency.

2.2.4. Such additional uses as may be approved by resolution adopted by the Town of Marana’s Mayor and Council.

2.3. Prohibited Uses. All uses other than those set forth in paragraph 2.2 above are prohibited.

3. MISCELLANEOUS

3.1. Effective Date. These CCRs shall be effective on the date they are recorded in the office of the Recorder of Pima County, Arizona.

3.2. Perpetual Duration. Unless amended as provided in paragraph 3.3 below, all provisions, covenants, conditions and restrictions contained in these CCRs shall continue in full force and effect in perpetuity.

3.3. Amendment. These CCRs may be amended only upon the concurrence of the Town of Marana, Declarant (as it now exists or as it may be later reorganized, consolidated, enlarged, or reincorporated), and (if different) the then owners of at least 75% of the land area of the Affected Property.

3.4. Enforcement. These CCRs may be enforced only by the Town of Marana.

IN WITNESS WHEREOF, DECLARANT has caused this DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS RUNNING WITH THE LAND to be signed by the undersigned duly authorized officer and to be recorded thereafter.

“DECLARANT:”

PIMA COUNTY FLOOD CONTROL DISTRICT, a
political subdivision of the State of Arizona

APPROVED AS TO FORM:

By: _____

By: _____

Deputy Pima County Attorney

Its: _____

EXHIBIT C TO INTERGOVERNMENTAL AGREEMENT

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ the _____ of PIMA COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, on its behalf.

(Seal)

Notary Public