

Pima County Recorder use only above this line

WHEN RECORDED RETURN TO:
PIMA COUNTY REAL PROPERTY SERVICES
201 N. STONE, 6TH FLOOR
TUCSON, AZ 85701

PIMA COUNTY CONTRACT NUMBER

DOCUMENT TITLE: Recreation or Public Purpose Lease Agreement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECREATION OR PUBLIC PURPOSES LEASE
Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

Serial Number

AZA 28166

This lease entered into on this _____ day of **January**, 20 **15**, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

Pima County, a body politic of the State of Arizona

_____ , hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

Gila and Salt River Meridian, Arizona

**T. 17 S., R. 12 E.,
sec. 11, lot 5.**

containing **1.8** acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of **10** years, the rental to be \$ **25.00** per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

Volunteer fire department station

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

volunteer fire station (see attached)

and approved by an authorized officer on **10/29/2014** or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance, during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (*including, without limitation, lessees, sub-lessees, and permittees*), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of _____ consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

See attached lease stipulations

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

See Attached

(Signature of Lessee's Authorized Officer)

(Signature of Witness)

(Date)

THE UNITED STATES OF AMERICA

By _____
(Authorized Officer)

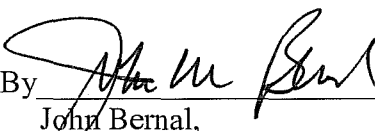
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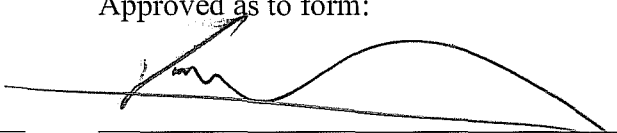
(Date)

Recommended to the Board of
Supervisors for Approval:

By 
Neil Konigsberg, Manager
Real Property Services

Approved as to form:

By 
John Bernal,
Deputy County Administrator-Public Works


Tobin Rosen, Deputy County Attorney

Approved and accepted by Pima County:

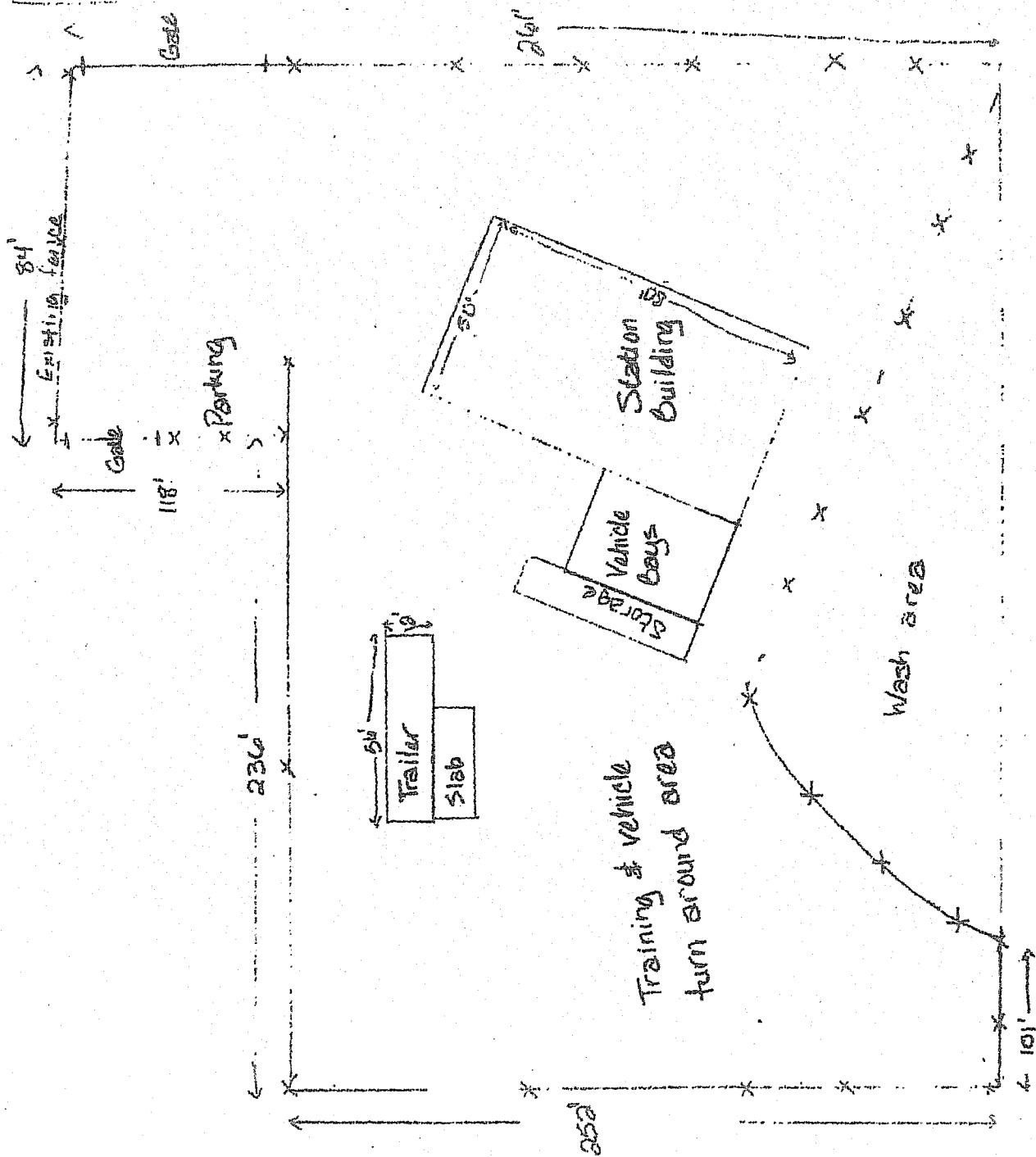
Chairman, Pima County Board of
Supervisors

Attest:

Robin Brigode, Clerk of the Board of Supervisors

Pima County Helmet Peak Fire Department
Plan of Development October 29, 2014
AZA 28166

Mission Road



x = fencing

Lease Terms and Conditions
AZA 28166

In connection with Recreation and Public Purpose Act Lease AZA 28166, Pima County agrees to the following terms and conditions:

1. To allow the Bureau of Land Management (BLM) to manage, consistent with the objectives of the lease, all the other values of the lands involved and to recognize the right of the United States to retain any revenues that may result from such management.
2. There shall be no fire burning activities conducted on the property at any time.
3. No hazardous materials, toxic substances or chemicals may be stored or used on the property at any time.
4. The lessee agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et. seq., or the Resource Conservation and Recovery act of 1976, 42 U.S.C. 6901, et. seq.) on the property (unless the release or threatened release is wholly unrelated to the lessee's activity on the property). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third party.
5. The lessee shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the lessee shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the facilities authorized under this lease (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
6. No persons are allowed to reside or stay overnight on the property except for authorized fire personnel who are working 24 hours rotational shifts or are participating in active fire operations.
7. All facilities on the property and use of the lands must be consistent with State and local zoning restrictions, building codes, or applicable legislation.
8. All facilities on the property must be kept in good appearance and condition. The appearance of the facilities will be monitored by, and at all times must be acceptable to the BLM.
9. Any facilities falling in disrepair must be repaired or removed from the property.
10. No soil materials are to be removed from the property without the consent of the BLM. No ground disturbing activities are allowed.
11. A BLM lock will be added to the access gate. The gate is to be kept locked at all times except when needed to respond to emergency situations.
12. The ingress and egress to the property is only to serve the fire station and not the adjacent property owners.

13. No personal property of any kind (vehicles, storage lockers, etc.) are to be stored or kept on the leased property except for vehicles or personal property used by fire personnel while on 24 hour shifts.
14. No new facilities (buildings/structures) will be added to the property without the approval of the BLM.
15. The property is not be used for any other purpose other than a fire station, and prohibits the storing of any types of vehicles, equipment or stockpiling of materials not directly associated with the fire station.
16. The property is be kept clean and cleared of all trash, weeds and debris.
17. Should any archaeological resources or vertebrate fossils be discovered during implementation of project, all surface disturbing activities in the area of discovery shall cease. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by archaeologist and provide recommendations to the Authorized Officer.
18. If in connection with operations under this authorization, any human remains or funerary objects scared objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (NAGPRA) (P.L. 101-601; Stat.3048; 25 U.S., 3001) are discovered, the permittee shall stop operations in the immediate area of the discovery. The permittee shall continue to protect the immediate area of the discovery until notified by the Authorized Officer that operation may resume.
19. The operators and lessee shall take proactive measures not harm any desert tortoise found on the property. If a tortoise is found in the area and activities cannot be modified to avoid tortoises, tortoises in harm's way should be moved in accordance with Arizona Game and Fish Department's "Guidelines for Handling Sonoran Desert Tortoises, revised October 23, 2007 (or the latest version). Said Guidelines are attached.



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Imagery Date: 10/2/2013 31°58'11.39" N 111°05'55.84" W elev 3561