



Contract Number: CTN. PW. 14-37  
Effective Date : 9-10-13  
Term Date : 9-10-18  
Cost : ✓  
Revenue : ✓  
Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
Action  
Renewal By : 6-1-18  
Term : \_\_\_\_\_  
Reviewed by: JH 9-10-18

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

*Requested Board Meeting Date: September 10, 2013*

---

***ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:***

MedianGreen, Inc., a not for profit Arizona corporation, has applied for a Right of Way License to allow them to plant and maintain landscaping and install and maintain water cisterns within various approved medians located in Green Valley, Arizona. MedianGreen, Inc., volunteers will be required to complete a safety training program and sign a Liability Waiver Form to participate in this median beautification program.

Pima County Department of Transportation staff has reviewed and approved the proposed License.

MedianGreen, Inc., hereby requests that the license application fee and annual fee be waived by the Board of Supervisors.

Pima County Dept 08/20/13 PM 10:40

---

***STAFF RECOMMENDATION(S):***

The Board of Supervisors approve and the Chairman execute the Right of Way License Agreement and waive the license application fee and annual fee.

PIMA COUNTY COST: \$ -0- and/or REVENUE TO PIMA COUNTY: \$-0-

FUNDING SOURCE(S): N/A  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

YES  NO

**Board of Supervisors District:**

1  2  3  4  5  All

**IMPACT:**

**IF APPROVED:**

MedianGreen, Inc., will be authorized to plant and maintain landscaping and install and maintain water cisterns within various medians located in Green Valley, Arizona, and will not be required to pay the license application fee or annual fee. These public medians will be improved and maintained at no cost to Pima County.

**IF DENIED:**

MedianGreen, Inc., will not be authorized to plant and maintain landscaping and install and maintain water cisterns within various medians located in Green Valley, Arizona, and these public medians will not benefit from the proposed improvements.

DEPARTMENT NAME: Public Works Real Property Services

CONTACT PERSON: Dana Hausman

TELEPHONE NO.: 724-6713



<b>CONTRACT</b>
NO. <u>CTN. PW-140000 0000000000 37</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

## PIMA COUNTY Right of Way License Agreement

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("Licensor"), and **MEDIANGREEN, Inc.**, a not for profit Arizona Corporation ("Licensee"). The parties agree as follows:

1. Grant of Permission. In furtherance of the beautification of public road medians located within the community of Green Valley, Licensor hereby gives permission, revocable and terminable as provided herein, to Licensee to enter public property described on but not limited to the attached Exhibit "A" for the purposes stated herein.
2. Purpose. This License is granted strictly for the purpose of authorizing the Licensee and Licensee's officers, agents, employees, contractors, subcontractors, volunteers or any other person acting on behalf of Licensee (hereinafter collectively referred to as "Licensee") to access the above described property for the purpose of planting, replanting, watering, trimming and maintaining the vegetation installed within the above described medians, adding landscaping materials and any other item directly or indirectly related, along with installation, operation and maintenance of any equipment installed therein to facilitate the watering of said vegetation by the Licensee. Other routine trimming and maintenance of landscaping within the licensed medians in existence prior to this License will remain the responsibility of the Licensor. The Licensee's activities authorized by this License are limited to only those activities described in the written improvement plans submitted to, reviewed and approved by Annabelle Valenzuela, Pima County Department of Transportation, 201 N. Stone, 4<sup>th</sup> Floor, Tucson, Arizona, 85701, prior to any

activities conducted by Licensee within the County rights of way. The approval process will be completed within 5 business days from the date of submittal.

3. Annual Fee. There will be no fee associated with this License.
4. Term. This License shall run for a period of 5 years from the date this License is executed by Pima County Board of Supervisors. Notwithstanding any other condition, this License may be terminated by either party, or revoked by Licensor upon ninety days' written notice to the other. Licensor may terminate or revoke by recording a termination or revocation statement executed by the Manager of Real Property Services of the Public Works Administration. In the event this License lapses, terminates or is revoked, Licensee shall remove any equipment installed in the subject medians by Licensee for the purposes of this License, unless otherwise approved by the Director of the Pima County Department of Transportation, at no expense to Licensor and to the satisfaction of Licensor.
5. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the subject property by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no further right of entry upon the subject property.
6. Assignment. Licensee's privileges hereunder are not assignable except upon written approval of the Licensor.
7. Hold Harmless. All costs associated with the planting, replanting, watering, trimming and general maintenance of the vegetation installed within the County medians, along with the installation, operation and maintenance of any equipment installed pursuant to this License shall be at the sole expense of Licensee for a period of 2 years after the completed planting of each licensed median unless otherwise agreed by the parties. Licensee hereby assumes all responsibility and liability for any harm, injury or damage to the above described property, the public right of way, or to any person or persons while using the above described property caused by or arising out of the activities of Licensee. Licensee hereby agrees to indemnify, defend, and hold harmless the Licensor, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License which are attributed, in whole or in part, to any act or omission of the Licensee, whether intentional, reckless, negligent, or grossly negligent in connection with or incident to this License. This provision shall survive the termination of this License for a period of 5 years.
8. Insurance. Prior to any activity by Licensee under this License, Licensee shall obtain a minimum of \$1,000,000.00 commercial general liability insurance policy naming Licensor as Additional Insured to cover all of Licensee's activities within the County rights of way. Licensor reserves the right to require additional insurance in Licensor's sole discretion. The Licensee shall maintain the policy throughout the term of this License. This License shall immediately terminate if the above insurance policy lapses at any time during the life of this License. A certificate of insurance shall be supplied to Licensor upon the approval of this License, and annually thereafter with the stipulation that the insurance company shall be required by Licensee

to notify Licensor in writing of any intent to cancel or cancellation of said insurance policy. This notification shall be required no less than thirty days prior to cancellation.

9. Permits. For the purposes of this License only, Licensee shall not be required to obtain a right of way use permit for the activities authorized by this License, but Licensee shall provide the Director of the Pima County Department of Transportation with notice of Licensee's intent to conduct activities within the County right of way at least 24 hours prior to any activity performed under this agreement. Licensee shall install any improvement in accordance with the plans submitted to and approved by the Pima County Department of Transportation prior to any installation. Licensee's activities within the County right of way shall be limited to daylight hours daily, unless otherwise designated in writing by the Pima County Department of Transportation.
10. Duty of Care by Licensee or its Subcontractors.
  - 10.1. Licensee shall guard against any contamination of the subject property by any materials or substances under Licensee's control during the term of this License.
  - 10.2. Licensee shall ensure that all its activities are conducted in a manner that minimizes any disruption of Licensor's or the public's use and enjoyment of the subject property.
  - 10.3. Licensee shall immediately repair any damage caused to the subject property.
  - 10.4. Licensee shall maintain the subject property in good order, condition and repair during the term of this License.
11. Safety. The construction of any improvement within the County right of way by Licensee shall not interfere with the safety of the traveling public and may not otherwise interfere with the general health, safety and welfare of the citizens of Pima County. Once constructed, any equipment installed by Licensee shall be maintained by Licensee so as not to interfere with safe sight distance, safe travel, or safe use of the County right of way or the medians therein.
12. Waivers required. The Licensee shall require any volunteer performing any activity under this License to execute a Liability of Waiver form, see attached Exhibit "B", provided by Licensor prior to entering the County right of way for any purpose. Licensee shall maintain a copy of all waiver forms executed by all volunteers at its business office location and shall submit a copy of all executed waiver forms to the Pima County Department of Transportation on a monthly basis during the life of this License. Failure to fulfill any of the requirements of this provision will result in an immediate revocation and termination of this License by Licensor.
13. Closure/Removal of Equipment. Upon termination or revocation of this License for any reason, Licensee shall promptly remove any equipment installed in the County right of way by Licensee at no expense to Licensor unless otherwise agreed to by the Licensor.

14. Notification. All notices or demands upon any party to this License shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail to the following:

MEDIANGREEN, Inc.:  
  
190 W. Continental Rd. #216-324  
Green Valley, Arizona 85622

Pima County:  
  
Director  
Department of Transportation  
201 N. Stone, 4th floor  
Tucson, Arizona 85701

15. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by Pima County for certain conflicts of interest.

LICENSEE: MEDIANGREEN, INC.

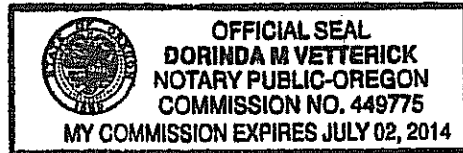
By: Susanne Blodgett  
As: President

Oregon  
State of ~~Arizona~~ )  
Deschutes ) ss  
County of ~~Pima~~ )  
Duv

This instrument was acknowledged before me this 16 day of Aug, 2013, by Susanne Blodgett as President of MedianGreen, Inc.

Dorinda M Vetterick  
Notary Public

My Commission Expires:  
July 2, 2014



IN WITNESS WHEREOF, the parties hereto have executed this License.

---

PIMA COUNTY, ARIZONA

\_\_\_\_\_  
Chairman, Pima County Board of Supervisors

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

ATTEST:

---

\_\_\_\_\_  
Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

**EXHIBIT "A"**

**MEDIAN NUMBERING (as of Sep 12)**

Median #	Territory	Median Location	Sponsor	Adopter
NE01	Northeast	This median is located on Abrego Dr. and is bounded on the south by Calle Herboso.		
NE02	Northeast	This median is located on Abrego Dr. and is bounded by Calle Herboso on both sides.		
NE03	Northeast	This median is located on Abrego Dr. and is bounded by Calle Herboso and Placita Jazmin.		
NE04	Northeast	This median is located on Abrego Dr. and is bounded by Placita Jazmin and Paseo Azul.		
NE05	Northeast	This median is located on Abrego Dr. and is bounded by Paseo Azul and Paseo Verde.		
NE06	Northeast	This median is located on Abrego Dr. and is bounded by Paseo Verde and the arroyo bridge.		
NE07	Northeast	This median is located on Abrego Dr. and is bounded by Paseo de Golf and left turn access.		
NE08	Northeast	This median is located on Abrego Dr. and is bounded by the left turn access and Paseo Del Cervato.		
NE09	Northeast	This median is located on Abrego Dr. and is bounded by Paseo Del Cervato and Paseo Maravilloso.		
NE10	Northeast	This median is located on Abrego Dr. and is bounded by Paseo Maravilloso and Paseo de Golf.		
NE11	Northeast	This median is located on Abrego Dr. and is bounded by Paseo de Golf and the left turn access.		
NE12	Northeast	This median is located on Abrego Dr. and is bounded by the left turn access south of Paseo de Golf and the next left turn access.		
NE13	Northeast	This median is located on Abrego Dr. and is bounded by the left turn access and the next left turn access.		
NE14	Northeast	This median is located on Abrego Dr. and is bounded by the left turn access and Paseo Chuparasas.		
NE22	Northeast	This median is located on Abrego Dr. and is bounded by La Espina and La Higuera.		Desert Meadows I
NE23	Northeast	This median is located on Abrego Dr. and is bounded by La Higuera and left turn access.		Desert Meadows I
NE24	Northeast	This median is located on Abrego Dr. and is bounded by the left turn access and La Grosella.		Desert Meadows I
NE25	Northeast	This median is located on Abrego Dr. and is bounded by La Grosella and La Pera.		Desert Meadows I
NE26	Northeast	This median is located on Abrego Dr. and is bounded by La Pera and La Huerta.		Desert Meadows I
NE27	Northeast	This median is located on Esperanza and is bounded by Abrego and the N. freeway entrance. Owned by ADOT.		
NE28	Northeast	This median is located on Esperanza and is bounded by N. freeway entrance to the W end of freeway. Owned by ADOT.		
NW01	Northwest	This median is located on La Canada and is bounded by Duval Rd and Calle de Las Tiendas.		
NW02	Northwest	This median is located on La Canada and is bounded by Calle de Las Tiendas and Aliso Dr.	MedianGreen	Roger Skyja
NW03	Northwest	This median is located on La Canada and is bounded by Aliso Dr. and Via Alamos.	MedianGreen	Roger Skyja
NW04	Northwest	This median is located on La Canada and is bounded by Via Alamos and San Ignacio.	MedianGreen	
NW05	Northwest	This median is located on La Canada and is bounded by San Ignacio and El Nopal.	MedianGreen	



NW06	Northwest	This median is located on La Canada and is bounded by El Nopal and North entrance to church parking lot.	MedianGreen	
NW07	Northwest	This median is located on La Canada and is bounded by the North entrance to church parking lot and Camino Casa Verde.	MedianGreen	Dick Anderson
NW08	Northwest	This median is located on La Canada and is bounded by Camino Case Verde and Desert Bell.	GV Decorative Rock	GV Cyclists
NW09	Northwest	This median is located on La Canada and is bounded by Desert Bell and the Fire Station.	Country Fair White Elephant	GV Cyclists
NW10	Northwest	This median is located on La Canada and is bounded by the Fire Station and Cactus Loop.	Freeport-McMoRan	Jack & Bonnie Brennan,  Daryl & Mary Lindblom,  Mike & Carol Hoag
NW11	Northwest	This median is located on La Canada and is bounded by Cactus Loop and Circulo del Paladin.	Dr. Scholl Foundation	Jack & Bonnie Brennan,  Daryl & Mary Lindblom,  Mike & Carol Hoag
NW12	Northwest	This median is located on La Canada and is bounded by Circulo del Paladin and entrance to the church's North parking lot.	MedianGreen	Casa Paloma I
NW13	Northwest	This median is located on La Canada and is bounded by the entrance to the church's North parking lot and Esperanza.	MedianGreen	Jim Campbell
NW14	Northwest	This median is located on La Canada and is bounded by Trader Ln. and Esperanza. Planted by Median Green and is available for sponsorship.	MedianGreen	Green Valley Cyclists
NW15 West Side	Northwest	This roadside area is located on La Canada and is bounded by Cmo. Alameda and Trader Ln.	Villas West	Villas West
NW15	Northwest	This median is located on La Canada and is bounded by Cmo. Alameda and Trader Ln.	La Posada	Bob Venuti
NW16	Northwest	This median is located on La Canada and is bounded by Cmo. Penasco and Cmo. Alameda.	MedianGreen	Villas East
NW17	Northwest	This median is located on La Canada and is bounded by Cmo. Manzana and Cmo. Penasco.	Freeport McMoRan Copper and Gold	Villas East
NW18	Northwest	This median is located on La Canada and is bounded by Apero and Cmo. Manzana.	Green Valley Gardeners	Green Valley Gardeners
NW19	Northwest	This median is located on La Canada and is bounded by Alegria and Apero.	Green Valley Lions Club	Green Valley Lions Club
NW20	Northwest	This median is located on La Canada and is bounded by Los Topacios and Alegria.	Timothy A. Olcott, P.C.	La Canada Desert Homes I
NW21	Northwest	This median is located on La Canada and is bounded by Clara Vista and Los Topacios.	Median Green	Jack Sharrock and Linda Goula
NW22	Northwest	This median is located on La Canada and is bounded by Pso. Del Prado and Clara Vista.	Median Green	Chet Swacha
NW23	Northwest	This median is located on La Canada and is bounded by Pso. Del Prado and Vista Hermosa.	MedianGreen	Continental Vistas

NW24	Northwest	This median is located on La Canada and is bounded by Continental to Vista Hermosa.	Median Green	Ted & Linda Hoeger, and Richard & Nancy Borstad
NW25	Northwest	This median is located on Via Alamos and is bounded by La Canada and Rio Yaqui.		
NW26	Northwest	This median is located on San Ignacio and is bounded by La Canada and Paseo La Tinaja.		
NW27	Northwest	This median is located on La Canoa and is bounded by Calle Montana Jack and Calle Melendrez.		
NW28	Northwest	This median is located on La Canoa and is bounded by Calle Canon de Faber and Calle Montana Jack.		
NW29	Northwest	This median is located on La Canoa and is bounded by Paseo Del Chino and Calle Canon de Faber.		
NW30	Northwest	This median is located on La Canoa and is bounded by Calle Manantial Kent and Paseo Del Chino.		
NW31	Northwest	This median is located on La Canoa and is bounded by Calle Martina and Calle Manantial Kent.		
NW32	Northwest	This median is located on La Canoa and is bounded by Avenida Tortuga and Calle Martina.		
NW33	Northwest	This median is located on La Canoa and is bounded by Calle Canela and Avenida Tortuga.		
NW34	Northwest	This median is located on La Canoa and is bounded by Avenida Cipres and Calle Canela.		
NW35	Northwest	This median is located on La Canoa and is bounded by Camino de Luz and Avenida Cipres.		
NW36	Northwest	This median is located on La Canoa and is bounded by La Canada and Camino de Luz.		
NW37	Northwest	This median is located on Esperanza and is bounded by W.end of freeway in front of AZ Family Restaurant. Owned by ADOT.		
NW38	Northwest	This median is located on Esperanza and is bounded by "Busy Bee" and E. entrance to GV Mall.	Green Valley Rotary Club	Green Valley Rotary Club
NW39	Northwest	This median is located on Esperanza and is bounded by La Canada and "Busy Bee".	Timothy A Olcott, PC	Busy Bee Printers, Carolyn Bishop, Nancy Engel, Karen Jones
NW40	Northwest	This median is located on Esperanza and is bounded by La Canada and Pso. Pena.		
NW41	Northwest	This median is located on Esperanza and is bounded by Pso. Pena and Pso. Solana.		
NW42	Northwest	This median is located on Esperanza and is bounded by Pso. Solana and Pso. Quinta.		
NW43	Northwest	This median is located on Esperanza and is bounded by Pso. Quinta and Pso. Sarta.		
NW44	Northwest	This median is located on Esperanza and is bounded by Pso. Sarta and Pso. Tierra.		
NW45	Northwest	This median is located on Esperanza and is bounded by Pso. Tierra and Pso. Seco.		
NW46	Northwest	This median is located on Esperanza and is bounded by Pso. Seco and Desert Bell.		
NW47	Northwest	This median is located on Esperanza and is bounded by Desert Bell and Camino del Portillo.		
NW48	Northwest	This median is located on Continental Blvd and is bounded by Las Casitas to Continental Shopping Plaza.		Gene Vandyken
NW49	Northwest	This median is located on Continental Blvd and is bounded by La Canada and Las Casitas.		

NW50	Northwest	This median is located on Continental Blvd and is bounded by Potrero and La Canada.	Pima County	Rich & Judy Watson
NW51	Northwest	This median is located on Continental Blvd and is bounded by Pso. Potrero and Via de Suenos.		
NW52	Northwest	This median is located on Continental Blvd and is bounded by Via de Suenos and Pso. Del Prado.		
NW53	Northwest	This median is located on Continental Blvd and is bounded by Pso. Del Prado and Camino del Sol.		
NW54	Northwest	This median is located on Continental Blvd and is located at the Camino Del Sol Round-about Area.	Pima County	GV Community Performing Arts
NW55	Northwest	This median is located on Continental Blvd and is bounded by Camino Del Sol and Camino Del Sol.	Pima County	Portillo Ridge
SE01	Southeast	This median is located on Abrego Dr. and is bounded by Desert Meadows Cir and Santa Belia.		
SE02	Southeast	This median is located on Abrego Dr. and is bounded by Santa Belia and Santa Anna.		
SE03	Southeast	This median is located on Abrego Dr. and is bounded by Santa Anna and Santa Inez.		
SE04	Southeast	This median is located on Abrego Dr. and is bounded by Santa Inez and the arroyo.		
SE05	Southeast	This median is located on Abrego Dr. and is bounded by the arroyo and San Vincent Dr..		
SE06	Southeast	This median is located on Abrego Dr. and is bounded by San Vincent Dr. and the wash.		
SE07	Southeast	This median is located on Abrego Dr. and is bounded by two washes.		
SE08	Southeast	This median is located on Abrego Dr. and is bounded by the wash and Santa Rebecca Dr.		
SE09	Southeast	This median is located on Abrego Dr. and is bounded by Santa Rebecca Dr. and Calle Astorga.		
SW01	Southwest	This median is located on La Canada and is bounded by Continental to the Oncology Center.	The family of Robert Liddell	Ned Bleuer, Gilbert Moss
SW02	Southwest	This median is located on La Canada and is bounded by the Oncology Center to Del Canto.		
SW03	Southwest	This median is located on La Canada and is bounded by Del Canto to Community Water Co.		Dick Anderson
SW04	Southwest	This median is located on La Canada and is bounded by Community Water Co and Calle Lecho.	Freeport McMoRan Copper and Gold	Dick Anderson, and Ron Letsch
SW05	Southwest	This median is located on La Canada and is bounded by Calle Lecho and Quail Dr.		
SW06	Southwest	This median is located on La Canada and is bounded by Quail Dr. and Calle Lecho.		
SW07	Southwest	This median is located on La Canada and is bounded by Calle Lecho and Pso. Santa Isabel.		
SW08	Southwest	This median is located on La Canada and is bounded by Pso. Santa Isabel and Pso. Bolsa.		
SW09	Southwest	This median is located on La Canada and is bounded by Pso. Bolsa and Mission Twin Buttes.		
SW10	Southwest	This median is located on Camino del Sol and is bounded by Mission Twin Buttes and Placita Salubre.		Estates at Alamos and Gene Vandyken
SW11	Southwest	This median is located on Camino del Sol and is bounded by Placita Salubre and Placita Quieta.		Estates at Alamos and Gene Vandyken

SW12	Southwest	This median is located on Camino del Sol and is bounded by Placita Quieta and Placita de la Colonia.		Desert Hills Estates
SW13	Southwest	This median is located on Camino del Sol and is bounded by Placita de la Colonia and Desert Hills Dr.	Desert Casitas (partial)	Desert Casitas (partial)
SW14	Southwest	This median is located on Camino del Sol and is bounded by Desert Hills Dr. and Placita Beldad.	Desert Casitas (partial)	Desert Casitas (partial)
SW15	Southwest	This median is located on Camino del Sol and is bounded by Placita Beldad and Camino Calderon.		
SW16	Southwest	This median is located on Camino del Sol and is bounded by Camino Calderon and Retorno de Anza.		
SW17	Southwest	This median is located on Camino del Sol and is bounded by Retorno de Anza and Circulo de Las Lomas.		
SW18	Southwest	This median is located on Camino del Sol and is bounded by Circulo de Las Lomas and Camino Encanto.		
SW19	Southwest	This median is located on Camino del Sol and is bounded by Camino Encanto and Mountain View.		
SW20	Southwest	This median is located on Camino del Sol and is bounded by Mountain View and Retorno de Anza.		
SW21	Southwest	This median is located on Camino del Sol and is bounded by Retorno de Anza and Calle Madrid.		
SW22	Southwest	This median is located on Camino del Sol and is bounded by Calle Madrid and Camino Urbano.	Armando Felix Landscaping (partial)	Desert Ridge
SW23	Southwest	This median is located on Camino del Sol and is bounded by Camino Urbano and Camino Urbano.	Canoa Ridge (partial)	Canoa Ridge (partial)
SW24	Southwest	This median is located on Camino del Sol and is bounded by Camino Urbano and Calle de la Adelfa.	Canoa Estates	Canoa Estates
SW25 West Side	Southwest	This roadside area is located on Camino del Sol and is bounded by Calle de la Adelfa and Camino Del Pato.	Canoa Estates	Canoa Estates
SW25	Southwest	This median is located on Camino del Sol and is bounded by Calle de la Adelfa and Camino Del Pato.		
SW26	Southwest	This median is located on Camino del Sol and is bounded by Camino Del Pato and Via de la Gloria.	Canoa Estates II and Canoa Vistas	Canoa Estates II and Canoa Vistas
SW27	Southwest	This median is located on Camino del Sol and is bounded by Via de la Gloria and Duval Mine Waterline.	Residents of Canoa Seca Estates II	Carol Copeland, Jim Campbell
SW28	Southwest	This median is located on Camino del Sol and is bounded by Duval Mine Waterline and Camino Estelar.		
SW29	Southwest	This median is located on Camino del Sol and is bounded by Camino Estelar and Desert Jewel Loop.		San Ignacio Estates
SW30	Southwest	This median is located on Camino del Sol and is bounded by Desert Jewel Loop and Mariquita.		Ted & Linda Hoeger.
SW31	Southwest	This median is located on Camino del Sol and is bounded by Golf Estates Dr. and Mariquita.		Ted & Linda Hoeger.
SW32	Southwest	This median is located on Camino del Sol and is bounded by the arroyo and Golf estates Dr.		
SW33	Southwest	This median is located on Camino del Sol and is bounded by Vista Ridge and the arroyo.		
SW34	Southwest	This median is located on Camino del Sol and is bounded by Vista Ridge and Calle Tres.		San Ignacio Vistas
SW35	Southwest	This median is located on Camino del Sol and is bounded by Calle Tres to W. Calle Casa Lindas.		Canoa Ranch NW
SW36	Southwest	This median is located on Camino del Sol and is bounded by W. Calle Casas Linda to Via Del Pulpo.		Canoa Ranch NW
SW37	Southwest	This median is located on Camino del Sol and is bounded by Via Del Pulpo to W. Calle Cacillo..		Canoa Ranch NW
SW38	Southwest	This median is located on Camino del Sol and is bounded by W. Calle Cacillo to W. Acacia Bluffs Drive.		
SW39	Southwest	This median is located on Camino del Sol and is bounded by W. Acacia Bluffs Drive to W. Camino Del Sol.		
SW40	Southwest	This median is located on Camino del Sol and is bounded by W. Camino Del Sol to E. Canoa Ranch Road.		
SW41	Southwest	This median is located on Camino del Sol and is bounded by E. Canoa Ranch Road to Canoa Ranch Country Club.		

EXHIBIT "B"

LIABILITY WAIVER FORM

The volunteer listed below hereby asserts that he/she is in reasonably good health and has no known conditions that would prevent he/she from participating as a volunteer for any tasks performed for MEDIANGREEN, Inc.

The volunteer hereby acknowledges completing the Safety Training provided by Licensor or its agent.

The volunteer hereby agrees to hold harmless Pima County and MEDIANGREEN, Inc., their officers, directors, County Supervisors, employees, agents and contractors from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, arising out of volunteer's performance of any tasks assigned by MEDIANGREEN, Inc., and conducted within county rights of way at the direction of MEDIANGREEN, Inc., its officers, employees, agents or affiliates.

**THE UNDERSIGNED PARTICIPANT HAS READ AND AGREES TO THE CONDITIONS STATED ABOVE.**

PARTICIPANT'S NAME

SIGNATURE

DATE

\_\_\_\_\_  
(PLEASE PRINT)

Received and acknowledged by \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_