



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: August 2, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): The Fairfax Companies, LLC

Project Title/Description:

Regional Flood Control District ground lease to Fairfax Companies

Purpose:

Staff requests approval of a Ground Lease between The Fairfax Companies, LLC (Tenant), and Pima County Regional Flood Control District (Landlord). Tenant will use a portion of vacant land in Section 6, Township 15 South, Range 16 South, tax parcel 205-66-108B.

The Tenant is a recycling, land reclamation, landfill, waste hauling and removal, and landscape and garden supply business. Tenant will use the property to fill the current pit area on the premises with Inert Materials, as defined by Arizona Revised Statutes 49-701(15). The lease is for 10 years. The Tenant is required to fill the premises with inert materials until the entire premises are fully reclaimed to a level of five (5) feet below original grade. Tenant shall deposit on the premises clean dirt fill from five (5) feet below original grade to original grade.

Procurement Method:

Exempt pursuant to Pima County code 11.04.020

Program Goals/Predicted Outcomes:

Vacant land will be used for reclamation purposes and produce rental income.

Public Benefit:

Collection of rental income on vacant property

Metrics Available to Measure Performance:

The base rent of \$1,500.00 per month is supported by the Appraisal Section in Real Property Services. In addition, the tenant will pay 15% of tenant's gross annual sales in excess of \$120,000.00.

Retroactive:

No

Procure Dept 07/21/16 PM0204

To: COB. 7-22-16 (2)
Ver. - 1
pgs - 13 Addendum

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17*0006
Effective Date: 08/2/2016 Termination Date: 8/1/2026 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ 1,500.00 a month *pl*
Funding Source(s): Regional Flood Control District general fund 2005

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rita Leon
Department: Real Property Services Telephone: 724-6462
Department Director Signature/Date: *[Signature]* 7/12/16
Deputy County Administrator Signature/Date: *[Signature]* 7/13/16
County Administrator Signature/Date: *[Signature]* 7/13/16
(Required for Board Agenda/Addendum Items)

<p>DEPARTMENT: Pima County Regional Flood Control District</p> <p>TENANT: The Fairfax Companies, LLC</p> <p>REVENUE CONTRACT</p>	<p align="center">(STAMP HERE)</p> <div style="border: 1px solid black; padding: 5px;"> <p align="center">CONTRACT</p> <p>NO. <u>CTN-PW-17-006</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p> </div>
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Ground Lease

1. **PARTIES.** This lease is made by and between The Fairfax Companies, LLC, an Arizona limited liability company (hereinafter referred to as "Tenant") and Pima County Regional Flood Control District, a special taxing District of the State of Arizona (hereinafter referred to as "Landlord"). This lease is effective (the "Effective Date") on the date it is signed by all parties.

2. BACKGROUND AND PURPOSE.

2.1. Landlord owns the property depicted on **Exhibit A**, which is a portion of parcel no. 205-66-108B Legal Description SE4 SW4 LYG W OF PANTANO WASH SEC 6-15-16 22.61 AC in Pima County, Arizona (the "Premises"). Landlord has the authority to lease real property pursuant to A.R.S. section 9-241.

2.2. Tenant is a recycling, land reclamation, landfill, waste hauling and removal, and landscape and garden supply business. Tenant's intends to fill the current pit area on the Premises with Inert Materials, as defined by Arizona Revised Statutes §49-701(15).

2.3. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, under the terms and conditions set forth in this agreement (the "Lease").

3. PREMISES.

3.1. **Lease.** In consideration of the Tenant's compliance with all the terms and conditions of this Lease, and timely performance of all its obligations under this Lease, Landlord hereby leases the Premises to Tenant.

3.2. **Condition of Premises.** Tenant acknowledges that it is fully familiar with the physical and legal condition of the Premises and has received the same in good order and condition. LANDLORD MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LANDLORD IS NOT LIABLE FOR ANY LATENT OR PATENT DEFECT THEREIN. Tenant's use of the Premises is subject

to all existing easements, rights-of-way and set-backs existing as of the date of this Lease.

3.3. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the Rent and performing and observing all of the Tenant's obligations under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term, without hindrance or molestation by anyone claiming paramount title or claims through Landlord.

4. TERM. This Lease commences on The "Effective Date" and runs for a period of ten (10) years (the "Initial Term"). Provided that Tenant is in full compliance with all the terms and conditions of this Lease, and provided that Tenant's obligations under section 6.2 have not been fulfilled, Tenant has the option of renewing this Lease for an additional five (5) year term (the "Renewal Term"), which option may be exercised by Tenant giving notice in writing not less than 90 days prior to the end of the Initial Term. The Initial Term, together with the Renewal Term if the renewal is exercised, as earlier terminated or further extended, is referred to in this Lease as the "Term."

5. RENT.

5.1. Base Rent. Tenant will pay Landlord base rent in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per month ("Base Rent"). Base rent is due on the first of each month.

5.2. Percentage Rent. No later than thirty (30) days after the end of each 12 month period commencing on the Effective Date, Tenant will pay provide to Landlord an annual report (the "Annual Report") of Tenant's gross sales for the prior 12 month period, reported by month. Tenants' gross sales will consist of the amount charged by Tenant per truck for Inert Material deposited onto the Premises. Tenant shall pay to Landlord as percentage rent ("Percentage Rent") an amount equal to fifteen percent (15%) of Tenant's annual gross sales in excess of One Hundred Twenty Thousand Dollars (\$120,000.00). Percentage rent is payable when the Annual Report is due.

5.3. Taxes. Tenant will pay to Landlord any occupancy tax, rent tax or government property lease excise tax now in effect or hereafter enacted, which Landlord is now or hereafter required to pay with respect to the Premises or this Lease.

5.4. Books and Records. Tenant will keep and maintain proper and complete books, records and accounts of all operations pursuant to this Lease, which will be open at all reasonable times for inspection and audit by duly authorized representatives of Landlord. Tenant will retain all records relating to this Lease at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed. Tenant will provide Landlord with a copy of Tenant's tax return no later than ten (10) days after it is filed for each calendar year during the Term.

6. USE OF PREMISES; OBLIGATIONS OF TENANT.

6.1. Permitted Uses. Tenant may use the Premises only for filling the current pit area with Inert Materials and for uses reasonably related thereto in keeping with the

general character of the surrounding area and as may be permitted by law. Tenant acknowledges that a significant portion of the Premises is in a floodway and that filling will be allowed only in the southwestern portion of the Premises as outlined in the diagram attached to this Lease as **Exhibit B**. Tenant will survey and stake the boundary of the floodway portion of the Premises at Tenant's expense to ensure that filling does not occur on any part of the floodway portion of the Premises.

6.2. Obligations of Tenant. The filling with Inert Materials shall proceed until the entire Premises are fully reclaimed with Inert Materials to a level of five (5) feet below original grade. Tenant shall deposit on the Premises clean dirt fill from five (5) feet below original grade to original grade. Tenant shall provide a security guard at the Premises during all hours that operations of Tenant are conducted at the Premises.

6.3. Prohibited Activity. Tenant may not permit any unlawful activities on the Premises, or any activities that unduly interfere with activities of neighboring property owners or occupants.

7. ENVIRONMENTAL COMPLIANCE.

7.1. Hazardous Materials Defined. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) petroleum or petroleum products; or (ii) defined as a Hazardous Material under A.R.S. 26-301(8).

7.2. Hazardous Materials Prohibited; Clean Air Act. Tenant may not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, other than such Hazardous Materials as are customarily necessary or useful to the type of operations permitted under this Lease and actually being carried out by Tenant on the Premises which will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Tenant's operations on the Premises must comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3 and any other applicable environmental laws or regulations.

7.3. Indemnity. If (i) Tenant breaches the obligations stated in the preceding paragraph, (ii) the presence (whether consented to by Landlord or otherwise) of Hazardous Material on the Premises or on or in the soil or ground water under or adjacent to the Premises is caused or permitted by Tenant, its agents, employees, contractors or invitees, (iii) contamination of the Premises or soil or ground water under or adjacent to the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable, or (iv) contamination occurs elsewhere in connection with the transportation by Tenant of

Hazardous Material to or from the Premises, then Tenant will indemnify, protect, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Premises or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Premises or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Premises or any part thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Lease as a result of such contamination. The foregoing obligation of Tenant to indemnify, protect, defend and hold Landlord harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present, as a result of any action or inaction on the part of Tenant, its agents, employees, contractors or invitees, in the Premises or the soil or ground water on, under or adjacent to the Premises, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises.

7.4. Clean-up. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or adjacent to the Premises caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Premises, the soil or ground water under or adjacent to the Premises, Tenant must promptly notify Landlord in writing and take all actions at its sole expense as are necessary to return the Premises, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Premises, or to such soil or ground water; provided that Landlord's approval of such actions is first obtained, which approval may not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

7.5. Pre-Existing Contamination. Landlord agrees that any Hazardous Materials contaminating the Premises prior to possession of the Premises by Tenant will not result in liability for Tenant under this Paragraph except to the extent such contamination is aggravated by the action or inaction of Tenant.

7.6. Notices Regarding Environmental Conditions. Tenant must, within ten (10) business days following receipt thereof, provide Landlord with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Tenant or the Premises alleging any violation of any local, state or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Premises or the soil or ground water under or adjacent to the Premises of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Premises or the soil or ground water under or adjacent to the Premises or any damages

caused by such release.

7.7. **Survival.** Tenant's obligations under this Section will survive the expiration or earlier termination of this Lease and vacation of the Premises.

8. ENTRY BY LANDLORD; UTILITIES.

8.1. **Entry by Landlord.** Landlord reserves the right to enter the Premises to inspect the same; provided that if such entry is not during normal business hours, Landlord will give Tenant at least twenty-four (24) hours advance notice. Landlord will make a reasonable effort to not interrupt Tenant's business at the Premises. Landlord at any and all times will have the right to use any and all means which Landlord may deem proper to open gates or doors in an emergency in order to obtain entry to the Premises, without liability to Tenant, except for any failure to exercise due care for Tenant's property, and any entry to the Premises obtained by Landlord by any such means, or otherwise, will not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

8.2. **Utilities** Tenant must, at its sole cost and expense, arrange for the furnishing of all utilities, including electricity, gas, water and sewer, and telecommunication services, fire protection lines and hydrants that are necessary for its operations on the Premises, and Tenant covenants and agrees to pay all charges for such utilities and services directly to the supplier thereof. Landlord will not be liable in any way to Tenant for any failure or defect in the supply or character of utilities or telecommunications services furnished to the Premises by reason of any requirement, act or omission of the provider of such service or for any other reason.

9. INSURANCE; INDEMNIFICATION.

9.1. **Types of Insurance Required.** Tenant must procure, prior to beginning any activities on the Premises, and maintain throughout the Term, the following insurance from an insurance company or companies reasonably acceptable to Landlord:

9.1.1. Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00 covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured.

9.1.2. Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (i.e., not used for simple commuting).

9.1.3. Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000 per injury, illness, or

disease.

9.1.4. Commercial Property, Boiler and Machinery insurance with coverage at least as broad as ISO forms CP 00 01 and BM 00 20, covering the full replacement cost of all improvements on the Premises.

9.2. **Certificates.** Tenant must provide Landlord with copies of certificates of insurance showing the current status of all insurance policies. Tenant must, in addition, provide full, certified copies of all required insurance policies when requested by Landlord in writing. All certificates of insurance must provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal, or material change. Any modifying language in a certificate of insurance must be deleted. Landlord must be an "additional insured" on all liability insurance policies.

9.3. **Waiver of Subrogation.** Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance.

9.4. **Changes to Insurance Requirements.** Landlord may review and alter the coverage, form, and amount of insurance required hereunder at any time. Landlord will notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant will have sixty (60) days to comply with the requirements as changed.

9.5. **Indemnification.** Tenant agrees that, to the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless Landlord, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by the Tenant, its agents, employees, invitees, contractors or anyone under its direction or control or acting on its behalf, or anyone permitted by Tenant to conduct any activity on the Premises, or in connection with any use or occupancy of the Premises under the terms of this Lease.

10. DEFAULT/TERMINATION.

10.1. **Tenant Default.** The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:

10.1.1. Operation of Business. The vacating or abandonment of the Premises, or cessation of Tenant's business activities thereon, or any portion thereof, by Tenant, that continues for a period of thirty (30) calendar days after Landlord sends notice of such default to Tenant.

10.1.2. Monetary Obligations. The failure by Tenant to make any payment required to be made by Tenant under this Lease, as and when due, that continues for a period of ten (10) calendar days after notice from Landlord that such payment is due.

10.1.3. Insurance. The failure by Tenant to maintain insurance policies as set forth above for any period of time, in which event Tenant must immediately cease all operations at the Premises until such insurance is obtained. In the event of such a default, Landlord may, in Landlord's sole discretion, obtain necessary insurance coverage in which event Tenant must, within five (5) days of demand, reimburse and pay to Landlord the full amount of any costs and premiums expended by Landlord to obtain such coverage.

10.1.4. Violation of Law. Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or that Tenant has not taken reasonable means to prevent after Tenant becomes or in the exercise of reasonable diligence should have become aware that such activities are being conducted.

10.1.5. Health and Safety Violation. Any action or omission by Tenant that, in Landlord's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Premises or neighboring properties.

10.1.6. Other Covenants. The failure by Tenant to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, that continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.2. **Landlord Default**. Landlord will be in default hereunder if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for thirty (30) days after written notice and demand from Tenant (unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Landlord will be in default only if it fails to initiate the cure within thirty (30) days, and thereafter diligently pursue the same to completion).

10.3. **Remedies.**

10.3.1. All Remedies Available. Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other.

10.3.2. Cure by Landlord. Should Tenant fail to perform in a timely manner any of the covenants or terms of this Lease on its part to be performed, Landlord may (but is not obligated to) perform the same and charge Tenant for the costs thereof, together with interest thereon, at the rate set by statute for interest on judgments, from the date upon which the expense is incurred until paid by Tenant.

11. **NOTICES**. All notices given under this Lease must be in writing and either served personally or sent by certified or registered mail, return receipt requested, to the parties as indicated below or to such other persons, or addressees as either party may designate in writing to the other party:

If to Tenant:	The Fairfax Companies LLC 1360 N. Kolb Rd Tucson, AZ 85715 520-290-9313
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If to Landlord:	Manager, Pima County Real Property Services 201 N. Stone Ave, 6 th FL Tucson, AZ 85701-1215
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12. **ASSIGNMENT/SUBLETTING**. Tenant may not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and may not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord. Consent to one assignment, subletting, occupation or use by any other person will not be consent to any other assignment, subletting, occupation, or use by another person. Consent to any such assignment or subletting will in no way relieve Tenant of any liability under this Lease and will not impose any additional burden or obligation on Landlord. Any such assignment or subletting without such consent will be void, and will constitute a default under the terms of this Lease.

13. **SURRENDER OF PREMISES/HOLDING OVER**. On the last day or earlier termination of the Term of this Lease, Tenant must quit and surrender the Premises, together with all Alterations, in good condition and repair, normal wear and tear excepted. Any holding over with the consent of Landlord after the expiration of the Term or earlier termination of the Lease will be construed to be a tenancy from month-to-month upon the same terms and conditions as provided in this lease, to the extent applicable. Tenant's obligations under this Section will survive the expiration or earlier termination of the Term of this Lease.

14. **SUSTAINABILITY PLAN**. In accordance with the County's Sustainability Plan, Tenant must use all reasonable efforts to use recycled products for its operation within the Premises, and re-use and recycle materials utilized on the Premises.

15. **CANCELLATION FOR CONFLICT OF INTEREST.** This Lease may be cancelled for conflict of interest pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.

16. **TENANT NOT AN AGENT OF LANDLORD.** Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant will control its activities on the Premises, and Landlord will not control those activities. Tenant's employees and servants will not be under the control of Landlord.

17. **NON-DISCRIMINATION.** Tenant agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 Executive Order as modified by 2009-09, which is hereby incorporated into this Lease as if set forth in full herein. During the Term of this Lease, Tenant may not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

18. **NON-APPROPRIATION.** Notwithstanding any other provision in this Lease, this Lease may be terminated if for any reason, Landlord's Board of Directors does not appropriate sufficient monies for the purpose of maintaining this Lease. In the event of such termination, Landlord will have no further obligations to Tenant.

19. **ARBITRATION.** The parties agree that any dispute arising under this Lease involving the sum of fifty thousand dollars (\$50,000) or less in money damages only will be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) will be final.

20. **CHOICE OF LAW.** The laws of the State of Arizona will apply to any action relating to this Lease and any court action must be brought and maintained in a court in Pima County, Arizona.

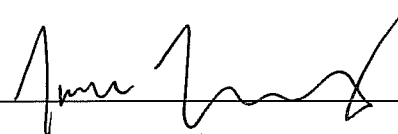
21. **NON-WAIVER.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other party, or to take any action permitted as a result thereof, will not be a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it at any time will not be an accord and satisfaction.

22. **INTERPRETATION OF LEASE.** The parties acknowledge that each has had the opportunity to review this Lease with counsel of its or their choice. This Lease will not be construed in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this Lease will bind and inure to the benefit of the parties hereto, their successors and assigns.

23. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and all previous agreements, negotiations, or understandings are superseded by and merged in this Lease. The parties may modify this Lease only by writing executed with the same formalities as this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day, month and year written below.

TENANT: The Fairfax Companies, LLC

By: 
Its: CEO / Managing Member
Date: 6/16/16

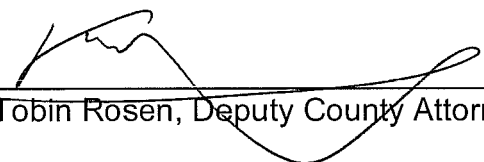
LANDLORD: The Pima County Regional Flood Control District, a special taxing district of the State of Arizona

Chair, Board of Directors

Date: _____

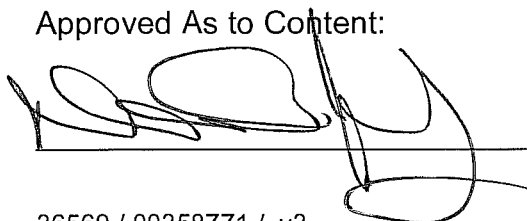
Robin Brigode, Clerk of the Board of Directors

Approved as to Form:

 6/16/16

Tobin Rosen, Deputy County Attorney

Approved As to Content:



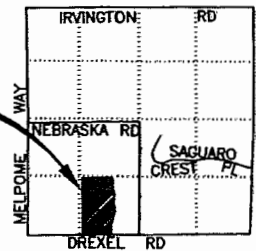
Neil J. Konigsberg, Manager Real Property Services

A handwritten signature in black ink, reading "Suzanne Shields". The signature is written in a cursive style with a horizontal line underneath the name.

Suzanne Shields, Director Regional Flood Control District

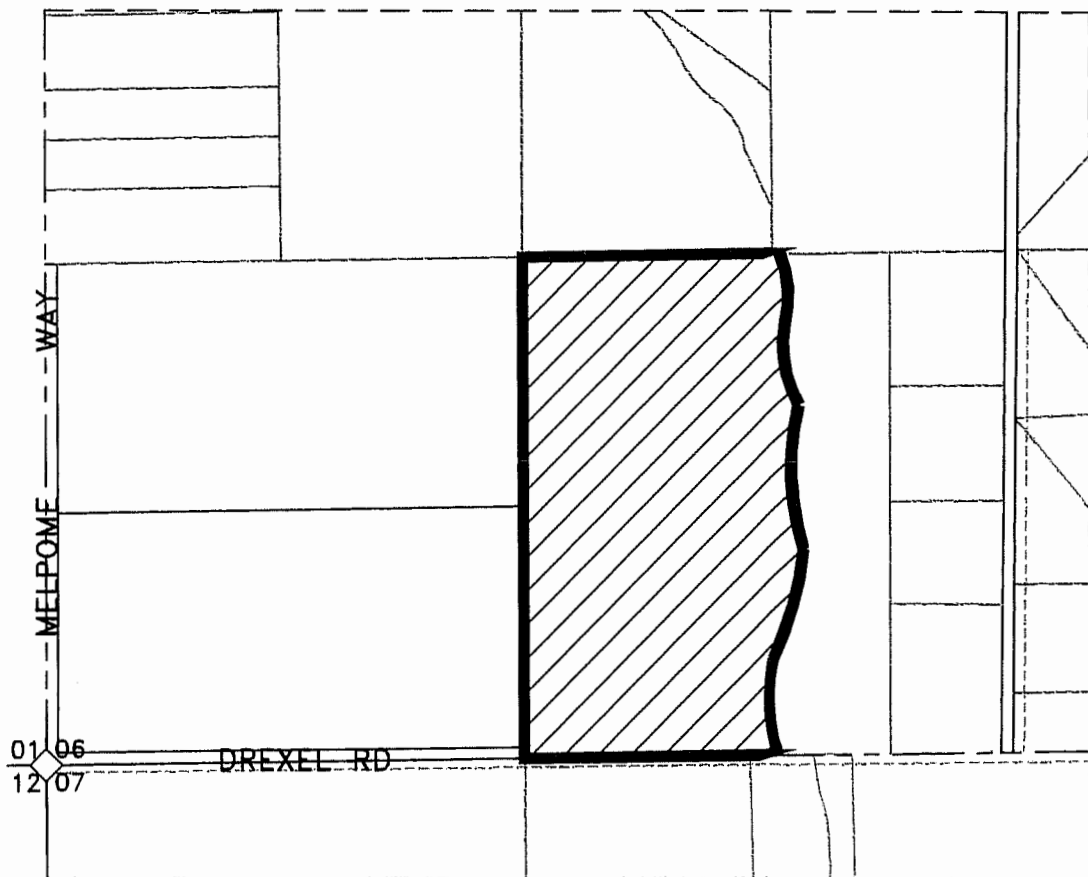
SECTION 06
TOWNSHIP 15 SOUTH
RANGE 16 EAST

SUBJECT AREA



SECTION 06
G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT 'A'



PARCEL 205-66-108B



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

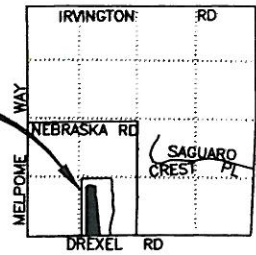
DRAWING NOT TO SCALE

DRAWN BY: CPEREZ

DATE: 06/20/2016

SECTION 06
TOWNSHIP 15 SOUTH
RANGE 16 EAST

SUBJECT AREA



SECTION 06
G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT 'B'



FILL AREA



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPEREZ

DATE: 06/20/2016