Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, April 25, 2017
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Proclamation recognizing the 242nd Anniversary of the United States Army. (Mayor Croft)

b. Presentation regarding Head Start programs and services, by Family Advocacy representatives Nancy Meek and Veronica Jarquin.

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Interim Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to accept Nonrevocable Offer for Dedication of Public Roadway from Adam Schuster on property identified as Assessor's Parcel Numbers 306-23-028V, T and W, generally located on Road 1 West between Center Street and Road 1 North. (Ruth Mayday, Development Services Director)

b. Consideration and possible action to accept the April 11, 2017 regular meeting minutes.

7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. (i) Hold Public Hearing regarding notice of intent to increase admission fees for the Town of Chino Valley Aquatic Facility, located at 1615 North Road 1 East, Chino Valley.
(ii) Consideration and possible action to recommend approval to increase admission fees for the Town of Chino Valley Aquatic Facility. (Chris Bartels, Public Works Manager)

<u>Recommended Action:</u>
(i) Hold Public Hearing.
(ii) Recommend approval to increase admission fees for the Town of Chino Valley Aquatic Facility.

b. Consideration and possible action to approve a Conditional Use Permit (CUP17-001) for approximately 2.7 acres of real property located at 868 East Road 4 North (APN 306-04-010U) to allow a medical research facility within the CH (Commercial Heavy) zoning district, subject to conditions. (Ruth Mayday, Development Services Director)

Recommended Action: Approve a Conditional Use Permit for approximately 2.71 acres of real property location at 868 East Road 4 North to allow a medical research facility within the CH Zoning District, subject to the conditions indicated in the Use Permit Letter.

c. Consideration and possible action to adopt Resolution No. 17-1098 authorizing the acquisition of certain real property in the Town for right-of-way and easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager, and Town Attorney to acquire title to such real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs. (Richard Straub, Assistant Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 17-1098 to authorize the acquisition of certain real property in the Town for right-of-way and easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager, and Town Attorney to acquire title to such real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs.

d. Consideration and possible action to approve and authorize Mayor Croft to sign the Second Amendment to Wireless Communications Site Lease and Second Amendment to Memorandum of Lease Agreement, both related to a revised legal description for the Town Hall Lease and Landlord Estoppel Certificate and Agreement related to a transfer of ownership of the Town Hall Wireless Communications Tower. (Phyllis Smiley, Town Attorney)

Recommended Action: Approve and authorize Mayor Croft to sign the Second Amendment to Wireless Communications Site Lease and Second Amendment to Memorandum of Lease Agreement, both related to a revised legal description for the Town Hall Lease and Landlord Estoppel Certificate and Agreement related to a transfer of ownership of the Town Hall Wireless Communications Tower.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding enforcement of Zoning Ordinance No. 13-772 and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position in contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of right-of-way dedication and roadway improvements required from Martin and Pamela Messenger.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 20thday of April, 2017.

By: ***Jami C. Lewis, Town Clerk***

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date:_____ Time:_____ By:_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **2.a.**

Meeting Date:	04/25/2017
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Estimated length of Staff Presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Proclamation recognizing the 242nd Anniversary of the United States Army. (Mayor Croft)

SITUATION & ANALYSIS:

The request for this proclamation came from Mario E. Diaz & Associates, LLC, Civilian Aide to the Secretary of the Army, AZ (North), on behalf of the Acting Secretary of the Army, The Honorable Robert M. Speer.

Attachments

Proclamation-U.S. Army 242nd Anniversary

Office of the Mayor

202 N. State Route 89
Chino Valley, AZ 86323
(928) 636-2646

PROCLAMATION

242ND ANNIVERSARY OF THE UNITED STATES ARMY
JUNE 14, 2017

Whereas, *on June 14, 1775, the Second Continental Congress, representing the citizens of 13 American colonies, authorized the establishment of the Continental Army; and*

Whereas, *the collective expression of the pursuit of personal freedom that caused the authorization and organization of the United States Army led to the adoption of the Declaration of Independence and the codification of the new Nation's basic principles and values in the Constitution; and*

Whereas, *for the past 242 years, the Army's central mission has been to fight and win the Nation's wars; and*

Whereas, *the motto of "Duty, Honor, Country" is the creed by which the American soldier lives and serves; and*

Whereas, *no matter the cause, location, or magnitude of future conflicts, the Nation can rely on its Army to produce well-trained, well-led, and highly motivated soldiers to carry out the missions entrusted to them; and*

Whereas, *members of the Town of Chino Valley have proudly served and made the ultimate sacrifice for our Nation's freedom while serving in the United States Army and other branches of our Nation's military;*

Now, Therefore, *I, Darryl Croft, Mayor, and the citizens of the Town of Chino Valley, recognize the historic significance of* ***June 14, 2017*** *as the* ***242nd Anniversary of the United States Army*** *and express appreciation to the United States Army and its soldiers for 242 years of dedicated service.*

In Witness Whereof, *I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this* ***25th*** *day of* ***April, 2017.***

_____
Darryl L. Croft, Mayor

ATTEST: _____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **2.b.**

Meeting Date:	04/25/2017
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Estimated length of Staff Presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Presentation regarding Head Start programs and services, by Family Advocacy representatives Nancy Meek and Veronica Jarquin.

SITUATION & ANALYSIS:

Head Start's Family Advocacy Office has requested to make a presentation to inform Council and Chino Valley families about the Head Start program and its services for qualifying families.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.a.**

Meeting Date:	04/25/2017
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	Road 1 West between West 1 North and West Center Street

AGENDA ITEM TITLE:

Consideration and possible action to accept Nonrevocable Offer for Dedication of Public Roadway from Adam Schuster on property identified as Assessor's Parcel Numbers 306-23-028V, T, and W, generally located on Road 1 West between Center Street and Road 1 North.

RECOMMENDED ACTION:

Staff recommends accepting Nonrevocable Offer for Dedication of Public Roadway from Adam Schuster.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Adam Schuster, Applicant, is providing a Nonrevocable Offer for Dedication of Public Roadway and Public Roadway Easement as required by Section 5.2.6 LAND SPLITS NOT REQUIRING A SUBDIVISION , subsections (C) and (D), which set forth requirements for permanent legal access and memorialization of the same. The Nonrevocable Offer supersedes the Perpetual Offer to Dedicate, while the Public Roadway Easement establishes a "legal" easement for use until which time the Town elects to activate the Offer for Dedication.

Mr. Schuster is reconfiguring a previous division of land that divides a seven (7) acre parcel into three

(3) sub-parcels: one (1) parcel that is one (1) acre in size(306-23-028T); one (1) parcel that is two (2) acres in size (306-23-028V); and one (1) parcel that is slightly larger than four (4) acres (4.16 acres) (306-23-028W) in size. As these parcels are all vacant, no street addresses have been assigned.

Findings of Fact

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Schuster Nonrevocable Offer for Dedication of Public Roadway

When Recorded Return to:

Town Clerk, Town of Chino Valley, AZ
202 North State Route 89
Chino Valley, AZ 86323

NONREVOCABLE OFFER FOR DEDICATION OF PUBLIC ROADWAY

THIS NONREVOCABLE OFFER to dedicate the parcel of land legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Parcel") is made this 13th day of April, 2017, by and between ADAM SCHUSTER, (the "Grantor") and the Town of Chino Valley, a municipal corporation of the County of Yavapai, State of Arizona (the "Grantee").

RECITALS

Grantee requires a right-of-way under, over, across and through the Parcel, in accordance with Chino Valley Transportation Plans and upon which Grantee may hereafter construct, improve, operate and maintain a public roadway, and exercise all rights incident thereto, together with the right to authorize, permit and license the use thereof for utilities, and other public purposes, as may be necessary for the efficient construction, improvement, operation and maintenance of such roadway and utilities.

Grantor desires to grant to Grantee, at a time to be determined by Grantee, a right of way for such purposes and to dedicate the same forever for use of the public as a roadway. Grantor hereby approves the location of such roadway and consents to the establishment thereof upon the Parcel. Further, Grantor does hereby release Grantee, its employees, officers, agents, successors, and assigns, from all claims for damage or compensation for and on account of the establishment and construction of such roadway, except as to the conditions set for herein.

COVENANTS AND CONVEYANCE

In consideration of the premises, covenants and conditions to be kept and performed by Grantee, and the further consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to Grantee forever a non-revocable offer to dedicate the Parcel to be uses as public right-of-way for a public roadway, utilities, and all incidents thereto, including the rights described in the Recitals (the "Offer").

TO HAVE AND TO HOLD the same unto the Grantee forever until said offer is exercised and accepted by Grantee, together with all and singular the rights and appurtenances thereunto in any wise belonging, provided that Grantee complies with, keeps and carries out the following conditions which run with and are attached to the land to be dedicated herein.

CONDITIONS

1. Grantor, upon notice of acceptance of the Offer from Grantee shall dedicate the Parcel to Grantee as right-of-way in fee simple title free and clear of all monetary and non-monetary liens and encumbrances other than those expressly approved by Grantee in writing.

2. Grantee, as part of construction of the roadway, shall move any existing fences as required for the roadway at the newly created property line.

3. No permanent structures shall be constructed upon the Parcel and the Parcel shall not be used for any purpose not set forth herein.

4. Grantee shall repair or replace, at Grantee's sole discretion, any improvements belonging to Grantor as may be damaged by the Grantee during the construction of the roadway, provided that the improvements or structures were constructed in compliance with Town Codes and ordinances in effect at the time of construction.

The provisions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and Grantee as such may be applicable.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

GRANTOR: _____ 4-13-17

By: Adam Schuster

Its: _____

STATE OF ARIZONA }
} ss.
County of Yavapai }

The foregoing instrument was acknowledged before me this 13th day of APRIL, 2017, by _____

_____ Notary Public

OFFICIAL SEAL
SALLY J. SELF
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires February 23, 2020

_____ My Commission Expires

PLS:pls 2668071.2 5/10/2016

ACCEPTANCE OF DEDICATION
BY GRANTEE

Pursuant to a meeting of the duly constituted members of the Council of the Town of Chino Valley, Arizona, on the _____ day of _____, 20__, at which meeting a majority of the members of the Chino Valley Town Council present at the meeting voted approval, the foregoing Dedication of Public roadway is accepted by the Town of Chino Valley, Arizona, Grantee.

DATED this ___ day of _____, 20__

TOWN OF CHINO VALLEY

_____

~~Chris Marley~~, Mayor
DARRYL CROFT

ATTEST:

_____

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____

Phyllis L. N. Smiley, Town Attorney

PLS:pls 2668071.2 5/10/2016

LEGAL DESCRIPTION OF PUBLIC ROADWAY TO BE DEDICATED IN THE FUTURE

All that portion of Section 22, Township 16 North, Range 2 west of the Gila and Salt River Base and Meridian. A 50.00 foot non-exclusive easement for ingress-egress and public utilities laying 25.00 on either side, running parallel with and adjoins the following described centerline:

COMMENCING at the West-quarter corner of said Section 22;

Thence North 01°40'00" East, along the west line of said section 22, a distance of 617.11 feet;

Thence South 89°59'02" East, a distance of 25 feet;

Thence North 01°40'06" East, a distance of 183.06 feet to THE BEGINNING OF EASEMENT;

Thence South 89°52'27" East, a distance of 478.20 feet to THE END OF EASEMENT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50228
RYAN
ROBERTS
Date Signed 4-13-17
ARIZONA, U.S.A.

EASEMENT

All that portion of Section 22, Township 16 North, Range 2 west of the Gila and Salt River Base and Meridian. A 50.00 foot non-exclusive easement for ingress-egress and public utilities laying 25.00 on either side, running parallel with and adjoins the following described centerline:

COMMENCING at the West-quarter corner of said Section 22;

Thence North 01°40'00" East, along the west line of said section 22, a distance of 617.11 feet;

Thence South 89°59'02" East, a distance of 25 feet;

Thence North 01°40'06" East, a distance of 183.06 feet to THE BEGINNING OF EASEMENT;

Thence South 89°52'27" East, a distance of 478.20 feet to THE END OF EASEMENT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50225
RYAN
ROBERTS
Date Signed 4-13-17
ARIZONA, U.S.A.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.b.**

Meeting Date: 04/25/2017

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the April 11, 2017 regular meeting minutes.

RECOMMENDED ACTION:

Accept the April 11, 2017 regular meeting minutes.

Attachments

April 11, 2017 minutes

D R A F T

MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, APRIL 11, 2017
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, April 11, 2017.

Present:	Mayor Darryl Croft; Councilmember Annie Lane; Councilmember Corey Mendoza; Councilmember Jack Miller; Councilmember Lon Turner
Absent:	Vice-Mayor Mike Best
Staff Present:	Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley (via Skype); Finance Director Joe Duffy; Police Officer Josh McIntire; Development Services Director Ruth Mayday; Library Director Scott Bruner; GIS/CAD/Web Technician Jan Mazy (videographer); Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Croft called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation Celebrating 10 Years of Service by the Chino Valley Noontimers Lions Club.

Mayor Croft read the proclamation and presented it to Bernie Przybylski and Ruth Farr representing the Noontimers Lions Club.

b) Presentation of Certificate of Achievement for Excellence in Financial Reporting to the Town's Finance Department. (Cecilia Grittman, Interim Town Manager)

Mayor Croft read a description of the award by the Government Finance Officers' Association and presented the Certificate of Achievement to Finance Director Duffy

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Councilmember Lane spoke about the Town's upcoming Easter Egg hunt at the Community Center and the Heritage Middle School archery team taking 11 state titles.

Councilmember Mendoza spoke about a recent Roads and Streets Committee meeting and staff's efforts to hire a traffic consultant for the Road 2 North/SR 89 intersection.

b) Status report by Interim Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

Ms. Grittman read a letter from a citizen commending the Customer Services Department for excellent service during the building permit process; and spoke about the Council's next study session on April 18 at the Chamber of Commerce offices.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Councilmember Lon Turner, seconded by Councilmember Jack Miller to accept the consent agenda as read.

Vote: 5 - 0 PASSED - Unanimously

a) Consideration and possible action to accept the March 14, 2017 regular meeting minutes.

b) Consideration and possible action to accept the March 21, 2017 special meeting minutes.

c) Consideration and possible action to accept the March 21, 2017 study session minutes.

d) Consideration and possible action to accept the March 28, 2017 regular meeting minutes.

7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Consideration and possible action to approve Ordinance No. 17-830 approving the Development Plan for the Village North Planned Area Development and changing the zoning classification of approximately 9.92 acres of real property generally located 1,200 feet east of the intersection of State Route 89 and Road 2 North from MR/MHP-4 (Multi-Family Residential/Mobile Home Park, 4 Acre Minimum) zoning district to MR/MHP-4 zoning district with a Planned Area Development Overlay. Applicant: Don Karcie / Sam Malouff. (Ruth Mayday, Development Services Director)

Recommended Action: Approve Ordinance No.17-830 approving the Development Plan for the Village North Planned Area Development and changing the zoning classification of approximately 9.92 acres of real property generally located 1,200 east of the intersection of State Route 89 and Road 2 North from MR/MHP-4 zoning district to MR/MHP-4 zoning district with a Planned Area Development Overlay, subject to the conditions set forth in the Ordinance.

Ms. Mayday presented on this item:

- *Proposal:* The project, to be located behind the existing Safeway store, proposed 154 apartments in three phases. The applicant will dedicate a 50-foot right-of-way after construction of the east boundary for a future road for interior circulation.
- *Planning & Zoning Commission:* The applicant complied with certain revisions as requested by the Planning and Zoning Commission, which on April 4, voted unanimously to recommend approval.
- *Stipulation:* A traffic impact analysis was stipulated in the ordinance and the applicant will be obligated to make the improvements as required by the analysis.

Town Attorney Smiley clarified that this ordinance approved a rezoning, as well as development plan.

MOVED by Councilmember Lon Turner, seconded by Councilmember Annie Lane to accept the recommended approval of the development plan for the Village North Planned Area Development and changing the zoning classification of approximately 9.92 acres of real property generally located 1,200 east of the intersection of State Route 89 and Road 2 North from MR/MHP-4 zoning district to MR/MHP-4 zoning district with a Planned Area Development Overlay.

Vote: 5 - 0 PASSED - Unanimously

b) Consideration and possible action to approve contributing $_____ to Yavapai Regional Transit to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2017 swim season. (Cecilia Grittman, Interim Town Manager)

Recommended Action: Approve contributing $_____ to Yavapai Regional Transit to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2017 swim season.

Ms. Grittman reported that the Town had been working with Yavapai Regional Transit (YRT) on a program to haul children from Paulden to the Chino Valley Aquatics Center. The Town's contribution would go toward maintenance fees for the buses.

Ron Romley, YRT Chair, stated that in order for this program to be cost-effective, it needed more participation than that of the past two years. After conferring with the Paulden Area Community Organization and the Town, they planned to effect this by obtaining donations to transport the kids for free and sponsors to cover entrance costs at the pool. Funds not used this year will carry over into next year.

Mayor Croft suggested a $1,500 donation. Finance Director Duffy related that the money would come from Council's budget.

MOVED by Councilmember Lon Turner, seconded by Councilmember Jack Miller to approve contributing $1,500 to Yavapai Regional Transit to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2017 swim season.

Vote: 5 - 0 PASSED - Unanimously

c) Consideration and possible action to authorize staff to submit an application to the USDA-RD for its Rural Development Business Grant in an amount not to exceed $100,000, and authorize the Mayor to sign the same. (Ruth Mayday, Development Services Director)

Recommended Action: Authorize staff to prepare and submit an application for the USDA-RD Rural Business Development Grant (RDBG) in an amount not to exceed $100,000, and authorize the Mayor (or in his absence, the Vice-Mayor) to sign the application.

Ms. Mayday reported that:

- The USDA offered an annual competitive grant program for small communities. Last year, awarded grants ranged from $25,000 to $70,000.
- Staff desired to apply this year for funding the balance of master planning services by EPS Group for the Old Home Manor Industrial Park. The Town could apply every year for other needs associated with economic and community development.

MOVED by Councilmember Lon Turner, seconded by Councilmember Corey Mendoza to authorize staff to prepare and submit an application for the USDA-RD Rural Business Development Grant (RDBG) in an amount not to exceed $100,000, and authorize the Mayor (or in his absence, the Vice-Mayor) to sign the application.

Vote: 5 - 0 PASSED - Unanimously

d) Consideration and possible action to direct staff regarding the process to fill a vacancy on the Town Council created by the resignation of Councilmember Susan Cuka. (Jami Lewis, Town Clerk)

Recommended Action: Direct staff to initiate and follow the process to fill the Council vacancy created by the resignation of Councilmember Susan Cuka as discussed.

Ms. Lewis reviewed staff's proposed process and two-month timeline for recruitment and selection of a new councilmember.

MOVED by Councilmember Lon Turner, seconded by Councilmember Corey Mendoza to direct staff to initiate and follow the process to fill the Council vacancy created by the resignation of Councilmember Susan Cuka as discussed.

Vote: 5 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Lon Turner to adjourn the meeting at 6:29 p.m.

Vote: 5 - 0 PASSED - Unanimously

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of April, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of April, 2017.

_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.a.**

Meeting Date:	04/25/2017
Contact Person:	Chris Bartels, Utility Supervisor Phone: 928-636-2646 x-1233
Department:	Public Works
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	1615 North Road 1 East

AGENDA ITEM TITLE:

(i) Hold Public Hearing regarding notice of intent to increase admission fees for the Town of Chino Valley Aquatic Facility.
(ii) Consideration and possible action to approve Resolution 17-1099, adopting increased admission fees for the Town of Chino Valley Aquatic Facility.

RECOMMENDED ACTION:

(i) Hold Public Hearing.
(ii) Move to approve Resolution 17-1099, adopting increased admission fees for the Town of Chino Valley Aquatic Facility.

SITUATION AND ANALYSIS:

Issue Statement

In 2016, the Arizona voters' approved Proposition 206, which raised the minimum wage for Arizona workers, impacting the costs to the Town for personnel, including personnel at the Town's aquatic facility. The Finance department completed an analysis of the fee schedule for the Chino Valley Aquatics Facility and determined the fiscal impact of the proposition. The budgeted net loss for the Aquatic facility fiscal year 2016/2017 is $143,400 and a projected net loss for the 2017 aquatic season due to the increase in personnel expenditures to increase to $160,836 without an increase in the admission fees. Staff is recommending to increase the attendance fee by an average of 14% or $0.50 per user class.

If a municipality proposes to levy or assess or change a tax or fee the municipality shall comply with A.R.S. § 9-499.15. The attached Arizona Revised Statute, ARS § 9-499 sets forth the procedure the Town must follow to establish or increase fees.

Applicable "Policy"

Arizona Proposition 206
A.R.S. § 9-499.15 Proposed municipal taxes and fees; notification required; exception

Satisfaction of "Policy"

Upon reviewing the material prepared and provided by the Town Staff to Council under the guidance of the Arizona Revised Statute and conducting a public hearing, the Council will meet the statute's requirement to approve the proposed increase of fees for the Chino Valley Aquatics Facility.

Summary of Issues and Staff Rationale

Historically, the Aquatic facility has been open from Memorial Day weekend until the first weekend after the start of the fall school year. The facility has always operated with multiple non-consecutive open swim sessions that were 3 to 5 hours in duration. During the past 5 years of operation an aquatic industry trend has been to group similar activities together to accomplish several goals: improve facility safety, increase operational efficiency, increase revenues and decrease expenditures. Responding to this trend, the Aquatic Facility Management reviewed and reconfigured the then existing operational schedule relative to the new operational methodology. This approach resulted in several improvements which include: Safety with regards to appropriate staffing levels in relation to attendance; as well as water quality

In November of 2016, Arizona Voters approved Proposition 206 which was designed to increase the minimum wage to $10 in 2017, $10.50 in 2018, $11.00 in 2019, and $12 in 2020. Starting in 2021, the measure will increase the minimum wage with the cost of living.

The Chino Valley Aquatics Facility personnel costs will increase by 22% and an overall increase in the operating budget of 7.7%. In order to offset some of these additional expenditures, staff is recommending an increase in the admission fees charged for entry into the Aquatic Facility beginning July 1, 2017. The current entrance fees as well as the proposed fees are in the table below:

Increasing the admission fees by an average of 14% as recommended will have the effect of maintaining a projected net loss for the operations of the Aquatic Facility to under $150,000 per 2017 operational season. The net loss for the 2017 season is projected to be an increase of 4.4% of the net loss for the operational season 2016 of the Aquatic Facility.

Facility User Class	Current Fee	Proposed Fee
Child Age 0-5	$ 1.00	$ 1.25
Youth Age 6-17	$ 3.00	$ 3.50
Adult Age 18-54	$ 3.50	$ 4.00
Adult Age 55 +	$ 3.00	$ 3.50
Family – 5 immediate family members	$12.50	$15.00

Fiscal Impact

Fiscal Impact?: $22,934.81
If Yes, Budget Code: 01-69-5109
Available:
Funding Source:

Attachments

Notice of Intent-Proposed Rate Change
Fee Structure Analysis

ARS 9-499.15
Resolution 17-1099

TOWN OF CHINO VALLEY, ARIZONA
PUBLIC NOTICE

NOTICE OF INTENT TO INCREASE ADMISSION FEES FOR THE CHINO VALLEY AQUATIC CENTER PURSUANT TO A.R.S. § 9-499.15

The Town of Chino Valley intends to increase admission fees for the Chino Valley Aquatic Center and provides this written notice of the proposed new and increased fees pursuant to A.R.S § 9-499.15.

The following rates are proposed:

Fee	Current Fee Amount	New Fee Amount	When Assessed
Child Age 0-5	$ 1.00	$ 1.25	Daily admission fee
Youth Age 6-17	$ 3.00	$ 3.50	Daily admission fee
Adult Age 18-54	$ 3.50	$ 4.00	Daily admission fee
Adult Age 55 and over	$ 3.00	$ 3.50	Daily admission fee
Family – 5 immediate family members	$12.50	$15.00	Daily admission fee for families arriving together

The written report and data supporting the increase in fees is posted concurrently with this Notice of the Town's home page.

The Chino Valley Town Council will consider approving these proposed rates at its regular council meeting to be held April 25, 2017 at 6:00 p.m. in the Council Chambers, 202 N. State Route 89, Chino Valley, Arizona 86323.

THE ABOVE AQUATIC CENTER ADMISSION FEES WILL BECOME EFFECTIVE THIRTY (30) DAYS AFTER APPROVAL BY THE TOWN COUNCIL.

Dated this 16th day of FEBRUARY, 2017.

TOWN OF CHINO VALLEY

Jami Lewis
Town Clerk

2901737.1

Town of Chino Valley Aquatics Center Fee Schedule					
	2015	2016	Current Fees	Rate Increase based on Lifeguard Labor Rate Increase (20% Increase)	Proposed Rate
Daily Use					
Ages 0-5 Child	1,926	1,690	$1.00	$1.20	$1.25
Ages 6-17 Youth	6,175	5,174	$2.50	$3.00	$3.00
Ages 18-54 Adult	3,001	2,672	$3.50	$4.20	$4.00
Ages 55 & Older	643	678	$3.00	$3.60	$3.50
Family - 5 immediate Family Members	480	254	$12.50	$15.00	$15.00
	12,225	10,468			
Season Passes					
Ages 0-5 Child	1	0	$45.00	$54.00	$55.00
Ages 6-17 Youth	3	1	$85.00	$102.00	$100.00
Ages 18-54 Adult	1	1	$130.00	$156.00	$150.00
Ages 55 & Older	9	1	$95.00	$114.00	$115.00
Family - 5 immediate Family Members	32	39	$200.00	$240.00	$240.00
Family - Additional	13	8	$20.00	$24.00	$25.00
	59	50			
Learn to Swim					
Youth 8 sessions, 30 minutes	196	163	$45.00	$54.00	$55.00
Adult 4 sessions, 1 hour			$45.00	$54.00	$55.00
Fitness Program Lessons - 9 sessions 1 hour	93	90	$45.00	$54.00	$55.00
Private Lessons - 9 Session 1 hour			$20.00	$24.00	$25.00
	289	253			
Aquatic Facility Rental					
Aquatic Facility, 2 hour minimum, 1 - 200 guests	15	11	$140.00	$168.00	$150.00
Lifeguards, minimum 3, 2 hour minimum	14	10	$72.00	$86.40	$100.00
Aquatic Facility, 2 hour minimum, 201-400			$140.00	$168.00	$150.00
Lifeguards, minimum 3, 2 hour minimum			$96.00	$115.20	$150.00
Slide Rental	13	8	$30.00	$36.00	$35.00
	42	29			

Town of Chino Valley								
Operating Results								
Actual FY 6/30/2016, Projected FY 2017 - FY 2018								
	6/30/2016		Budget 6/30/2017		Projected 6/30/17		Projected 6/30/18	
							With Fee Increase	
Revenue								
Entrance Fees	$34,082	60%	$48,000	84%	$48,000	84%	$60,000	105%
Concessions	$9,585	17%	$12,000	21%	$12,000	21%	$12,000	21%
Program Fees	$10,478	18%	$15,000	26%	$15,000	26%	$15,000	26%
Facilities Use Fees	$2,750	5%	$2,000	4%	$2,000	4%	$2,000	4%
Total Revenue	**$56,895**	**100%**	**$77,000**	**135%**	**$77,000**	**135%**	**$89,000**	**156%**
Revenue % Increase								
Expenditures								
Personnel	$85,601	40%	$69,393	33%	$76,332	36%	$84,659	40%
Benefits			$14,407		$15,848		$17,577	
Operating Expenses	$126,421	60%	$116,600	55%	$116,600	55%	$116,600	55%
Capital			$20,000		$20,000		$20,000	
Total Expenditures	**$212,022**	**100%**	**$220,400**	**88%**	**$228,780**	**91%**	**$238,836**	**95%**
Net Loss	**($155,127)**		**($143,400)**		**($151,780)**		**($149,836)**	
			Net Loss Without Fee Increase				**($160,836)**	

Town of Chino Valley		
Aquatic Center Rate Change Calendar		
Date	**Item**	**Requirement**
2/7/2017	Review new rate structure with PRAB	
2/14/2017	Department Presents written report to Council	
2/14/2017	Council Adopts Notice of intention to increase rates and hold a public hearing	At least 60 days prior to public hearing
3/25/2017	File copy of report with Clerk and post on website	Posted on the website 30 days prior to public hearing
3/25/2017	Publish notice of intention to hold public hearing	Not less than 20 days before public hearing
4/25/2017	Hold Public Hearing / Adopt Resolution	At least 60 days after notice of intent
6/1/2017	New Rate becomes effective	30 days after adoption

Town of Chino Valley			
Aquatic Center Labor Rate Changes			
	Last Years Starting Wage	Current Years Starting Wage	% Increase
Lifeguard	$8.20	$10.00	22.0%
Average Rate 2016	$8.84	$10.79	22.0%

9-499.15. Proposed new or increased municipal taxes and fees; notification; exceptions

A. A municipality may not levy or assess any new taxes or fees or increase existing taxes or fees pursuant to statute on a business without complying with this section.

B. A municipality that proposes to levy or assess a tax or fee shall:

1. Prepare a schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee. A copy of the report or data shall be filed in the office of the clerk of the municipality.

2. If the imposition of the proposed tax or fee is a new charge, provide written notice of the proposed charge, the schedule of the proposed new charge and the written report or data that supports the new charge on the home page of the municipality's website at least sixty days before the date the proposed new tax or fee is approved or disapproved by the governing body of the municipality.

3. If the municipality proposes to increase the rate of an existing tax or fee on a business, provide written notice of the proposed increase, the schedule of the proposed increased tax or fee and the written report or data that supports the proposed increased tax or fee on the home page of the municipality's website at least sixty days before the date the proposed new rate is approved or disapproved by the governing body of the municipality.

4. Prepare a notice of intent to establish or increase taxes, assessments or fees including assessments pursuant to section 48-572, subsection B, paragraph 1. The notice of intent shall include the date, time and place of the meeting of the governing body of the municipality in which the proposed new or increased tax or fee will be considered and a statement that a schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee is available on the municipality's website. The notice of intent shall be posted on the municipality's website at least fifteen days before the date the proposed new or increased tax or fee will be approved or disapproved by the governing body of the municipality. If the municipality uses social media or other electronic communication tools, the notice of intent shall be distributed through the municipality's social media accounts or other electronic communication tools.

C. All departments, boards or other subdivisions of a municipality that are authorized to establish or modify taxes or fees shall follow the notice requirements prescribed in subsection B of this section before the date of the entity's consideration of the new or increased tax or fee.

D. Technological issues that either prevent the posting of the notice on the municipality's website or distribution of the notice through social media or other electronic communication tools does not preclude the governing body of the municipality from approving or disapproving the new or increased tax or fee at the meeting provided on the notice of intent.

E. A municipality shall demonstrate that the taxes or fees are imposed pursuant to statute.

F. Subsections A and B of this section do not apply to:

1. Any fee adopted pursuant to section 9-463.05.

2. Water and wastewater rates or rate components.

3. Fees for registration-based classes, programs or activities provided by the municipality.

4. Court fees established pursuant to state law.

5. Fees or charges established pursuant to federal law for public housing or other federally funded programs.

6. Other fees whose amounts are set by state or federal law.

G. If information is made available relating to the fees provided in subsection F of this section, that information shall be posted on the municipality's website and, if the municipality uses social media or other electronic communication tools, distributed through social media or other electronic communication tools.

H. In addition to any other limitation that may be imposed by law, a municipality shall not levy or impose an assessment, fee or tax on hospital revenues, discharges, beds or services for the purpose of receiving services or payments pursuant to title 36, chapter 29.

RESOLUTION NO. 17-1099

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, INCREASING ADMISSION FEES FOR THE CHINO VALLEY AQUATIC CENTER; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, in 2016, the Arizona voters approved Proposition 206, increasing the minimum wage for Arizona workers, including Town employees; and

WHEREAS, the increase in minimum wage for Town employees at the Chino Valley Aquatic Center (the "Center") is projected to result in a substantial loss to the Town if admission fees are not increased;

WHEREAS, the Town of Chino Valley Town Council recognizes the benefits to quality of life and to the public safety of Chino Valley occasioned by the Center and desires to continue to operate the Center; and

WHEREAS, a Notice of Intent to Increase Admission Fees for the Chino Valley Aquatic Center, in compliance with A.R.S. § 9-499.15, was posted on the homepage of the Town's website for at least sixty days before the date of approval of this Resolution,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that the following fees are amended and increased to read as follows (additions shown in ALLCAPS; deletions shown in ~~strikethrough)~~):

Fee	Fee Amount	When Assessed
Child Age 0-5	$ ~~1.00~~ 1.25	Daily admission fee
Youth Age 6-17	$ ~~3.00~~ 3.50	Daily admission fee
Adult Age 18-54	$ ~~3.50~~ 4.00	Daily admission fee
Adult Age 55 and over	$ ~~3.00~~ 3.50	Daily admission fee
Family – 5 immediate family members	$ ~~12.50~~15.00	Daily admission fee for families arriving together

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this ____ day of _____, 2017.

_____
Darryl Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 17-1099 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on _____, 2017, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.b.**

Meeting Date:	04/25/2017
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	10 minutes
Physical location of item:	868 E. Road 4 North

AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit (CUP17-001) for approximately 2.7 acres of real property located at 868 East Road 4 North (APN 306-04-010U) to allow a medical research facility within the CH (Commercial Heavy) zoning district, subject to conditions.

RECOMMENDED ACTION:

MOTION: I MOVE TO APPROVE A CONDITIONAL USE PERMIT FOR APPROXIMATELY 2.71 ACRES OF REAL PROPERTY LOCATED AT 868 EAST ROAD 4 NORTH TO ALLOW A MEDICAL RESEARCH FACILITY WITHIN THE CH (COMMERCIAL HEAVY) ZONING DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS:

1. The CUP shall be in effect for a period of 10 years, unless terminated earlier by the Owner or Town pursuant to UDO.

2. There shall be no indication of the use of the structure visible from the outside, i.e., no signage.

3. Product shall be transferred to other recognized medical research facilities only. No product produced at the facility shall be offered for sale or distribution to the public or to wholesale outlets.

4. Leaves, stems and all other parts of the plant that are not processed or grown specifically for research purposes shall be destroyed before leaving the facility.

5. Access to the facility is limited to research staff only. No members of the general public shall be admitted.

6. No hazardous materials shall be used or created.

7. Security measures shall be equal to or greater than that which is required by A.R.S. Title 36, Public Health and Safety, Chapter 28.1 Arizona Medical Marijuana Act, and Arizona Administrative Code Title 9 Health Services, Chapter 17 Medical Marijuana Program.

8. All research activities shall take place within an enclosed, locked facility.

9. The owner or operator of the facility shall comply with all federal, state, and local laws

and regulations and shall obtain all licensing and certifications required by federal, state and local laws for the research conducted within the facility.

SITUATION AND ANALYSIS:

Issue Statement

The Unified Development Ordinance (UDO) does not currently designate a zoning district in which research and development of any sort could take place.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

While some research facilities are more impactful (e.g., automotive proving grounds, munitions testing and research) than others (horticultural research, medical research), the manner and placement of these uses is generally dictated by the type of research that is conducted. As a result, automotive proving grounds and heavier research facilities that conduct a significant portion of their research outside of a structure would be found in heavy commercial and industrial zoning districts, while those facilities where research is conducted inside a completely enclosed structure would be found in medium commercial and light industrial zoning districts.

Chapters 3.15 "CL" (Commercial Light), 3.16 "CH" (Commercial Heavy), and "I" (Industrial) of the UDO grant the Zoning Administrator the authority to interpret "whether a use not specified is consistent with the intent of this zoning district and may be allowed as a conditional use...shall be rendered by the Zoning Administrator with appeal to the Board of Adjustment." Acting as Zoning Administrator, Director Mayday determined that the proposed medical marijuana research facility should be allowed as a Conditional Use in the CH (Commercial Heavy) zoning district. The proposed CUP includes a condition to require all activities to take place within an enclosed, locked building; as a result, there would be no outward indication of activities conducted within the structure (among other conditions).

The research proposed to take place at this facility would focus on reducing the THC produced by certain strains (which creates the "high") while increasing the canabanoids (CBD's) that offer the medicinal benefit from the medical marijuana. The plants grown would not be on a commercial scale, but rather small batches that would be shipped to labs within Arizona for testing, then sent to dispensaries for distribution to patients for free. Recent success with cancer patients have led to a $70,000 private donation to increase the research and development of specific strains grown by the adjacent cultivation facility.

The need for a dedicated research facility stems from the inability of growers to produce plants that provide a consistent level CBD's. Growing and testing specific strains to reduce the level of THC and increase the level of the CBD's will provide strains that create less "high" and more medicinal benefit. Research of this nature cannot take place in existing greenhouses as cross-pollination and contamination will impact the ability to grow strains that have consistent levels of CBD's. Further, the AzDHS has determined that this research must take place on the same physical site as a cultivation facility. Issuing a conditional use permit for a homeopathic research facility is necessary for this project to go forward.

In order to comply with Arizona Department of Health Services regulations, the proposed structure and parking areas would be incorporated into the existing facility located on the parcel immediately north of

the subject parcel (306-04-010C). The fence between the two parcels would be removed, and the existing perimeter fence will be upgraded to meet current AzDHS requirements. The CUP is stipulated to preclude any outward signs of what type of research is being conducted within the structure.

Findings of Fact

1) The proposed use will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare.
2) The proposed use is reasonably compatible with uses permitted in the surrounding area.
3) The applicant held a neighborhood meeting on March 27, 2017; two members of the public attended and there were no objections.
4) The Planning and Zoning Commission held a Public Hearing on April 4, 2017; one member of the public in attendance spoke and offered no objection to the proposed use. The Commission voted 7-0 to forward the application to Town Council with a recommendation of approval subject to conditions listed in the motion.
5) The location of the subject parcel and structure, and its contiguity with an existing legal cultivation facility will allow for optimal use of both properties.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

CUP Letter
Staff Brief Memo

[INSERT TOWN LETTERHEAD]

April 25, 2017

Corey and Robin Mendoza
868 E. Road 4 North
PO Box 1463
Chino Valley, AZ 86323

RE: Use Permit No.: CUP17-001
Mendoza/Stone

On April 25, 2017, the Chino Valley Town Council approved a Conditional Use Permit in the above-referenced case for approximately 2.7 acres of property located at 868 East Road 4 North, as legally described in Exhibit 1 and shown on Exhibit 2 (map), which is attached hereto and incorporated herein. The minutes from the Town Council meeting are available from the Town Clerk or online at chinoaz.net.

The Use Permit permits medical research use in the CH (Commercial Heavy) zoning district. The use and operation permitted by the Use Permit shall substantially conform to the conditions set forth in this letter.

This Use Permit is subject to the following conditions:

1. CUP 17-001 shall be valid for ten (10) years, unless terminated earlier by the Owner of Town pursuant to the UDO.
2. There shall be no visible indication of the use of the structure visible from the outside, i.e., no signage.
3. Product shall be transferred to recognized medical research facilities only. No product produced at the facility shall be offered for sale or distribution to the public or to wholesale outlets.
4. Leaves, stems, and any other part of the plant that is not processed or grown specifically for research purposes shall be destroyed before leaving the facility.
5. Access to the structure is limited to research staff only. No members of the general public shall be admitted.
6. No hazardous materials shall be used or created.
7. Security measures shall be equal to or greater than that which is required by ARS Title 36, Public Health and Safety, Chapter 28.1 Arizona Medical Marijuana Act, and Arizona Administrative Code Title 9 Health Services, Chapter 17 Medical Marijuana Program.
8. All research activities are to take place within an enclosed, locked facility.
9. The owner or operator of the facility shall comply with all federal, state, and local laws and regulations and shall obtain all licensing and certifications required by federal, state and local laws for the research conducted within the facility.

This Use Permit is subject to all limitations set forth in the Chino Valley Unified Development Ordinance and in this Use Permit, including termination and/or revocation. If either commencement of the use or commencement of construction, pursuant to a valid building permit, has not occurred within 2 years of the effective date of this Use Permit, this Use Permit will automatically expire. The effective date is the 11th day after approval.

Please ensure that all public hearing notice signs installed on the site, if any, are removed immediately.

If you have any questions regarding this Use Permit, please contact Ruth Mayday at 928-636-4427 or by email at rmayday@chinoaz.net.

Sincerely,

_____

Ruth Mayday
Development Services Director

Enclosure (Exhibits): 1. Legal Description
2. Map

Staff Report – Conditional Use Permit

APPLICATION SUMMARY

File Number: C17-001

Assessors Parcel Number: 306-14-010U

Site Location: Located approximately 375 feet east of State Route 89 and Road 4 North intersection at 868 East Road 4 North, Chino Valley, AZ.

Applicant: Corey & Robin Mendoza

Property Owner: Corey & Robin Mendoza

Request: Request for conditional use permit in order to allow the use of a medical marijuana research and development facility on site.

SITE DATA

Existing Zoning	CH (Heavy Commercial)
Lot Size	2.71 Acres (approx. 118,047 sq. ft.)
Designated General Plan Land Use	Potential Community Core
Existing Land Use	Vacant

BACKGROUND

SITE DESCRIPTION

The subject property is generally located approximately 375 feet east of State Route 89 and Road 4 North intersection, **see Appendix A**. The property is current zoned CH (Heavy Commercial) under the Town of Chino Valley Unified Development Ordinance. The property has a Land Use Designation of Potential Community Core under the Town of Chino Valley General Plan Potential Land Use Map. The site is currently vacant.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

Directly west of the site, the properties are zoned CH (Heavy Commercial), further west properties are zoned CL (Light Commercial). South of the lot, properties are zoned CL (Light Commercial) and AR-5 (Agricultural/Residential 5 acre minimum). Directly east, lots are zoned CH (Heavy Commercial) and AR-5 (Agricultural/Residential 5 acre minimum). To the north properties are zoned CL (Light Commercial) and CH (Heavy Commercial), **see Appendix B**.

PROJECT DESCRIPTION

The applicant is submitting and use permit application for consideration of a conditional use in order to allow the use of a medical marijuana research and development facility on site. The marijuana research will be done on an existing build located on the southeast portion of the parcel, **see Appendix C**. The facility will only be using medical marijuana to conduct their research. It will not be a retail building and therefore will not have the sale or wholesale of medical marijuana. The building will not have any exterior identification noting that facility conducts marijuana research & development inside.

Section 3.16.A of the Town of Chino Valley (UDO) Unified Development Ordinance states that Heavy Commercial will "provide for and encourage commercial and light manufacturing facilities that are not appropriately located next to residential zoning."

STAFF ANALYSIS AND RECOMMENDATION

PUBLIC REVIEW & HEARING PROCESS

Arizona Revised Statues (ARS) requires that the rezoning of land and other activates that change the manner in which a property is used undergo a public review and hearing process by the Planning Commission and approval by Town Council.

The applicant either met or will meet the following requirements:

A. Applicant submitted a Conditional Use Application with the required additional documentation including; a copy of deed and legal description. Applicant also submitted a site plan showing the current characteristics and layout of the site including dimensions and setbacks of property.

B. Neighbors within a 300' radius were notified of Neighborhood Meeting on March 8, 2017 at Town Chambers through letters and newspaper publishing on February 17, 2017.

C. A Neighborhood Meeting will be held on site Monday March27, 2017.

D. Neighbors within 300' radius were notified on March 21, 2017 about upcoming Planning and Zoning public hearing on April 4, 2017 through letters and newspaper publishing.

E. Staff will present applicants proposal to Planning and Zoning Commission on April 4, 2017.

STAFF ANALYSIS

The (UDO) Unified Development Ordinance does not specifically mention medical research or agricultural research in any zoning district. The Light Commercial zoning district allows for the following uses that are similar in nature and impact on adjoining properties: mortuaries, veterinary clinic and animal hospitals when in a closed building, farming and agriculture, and commercial greenhouses. These uses are also permitted uses in Heavy Commercial zoning district; as such the Zoning Administrator has determined that Commercial Heavy district is appropriate. Since medical marijuana is involved, Zoning Administrator determined that a conditional use permit will be necessary.

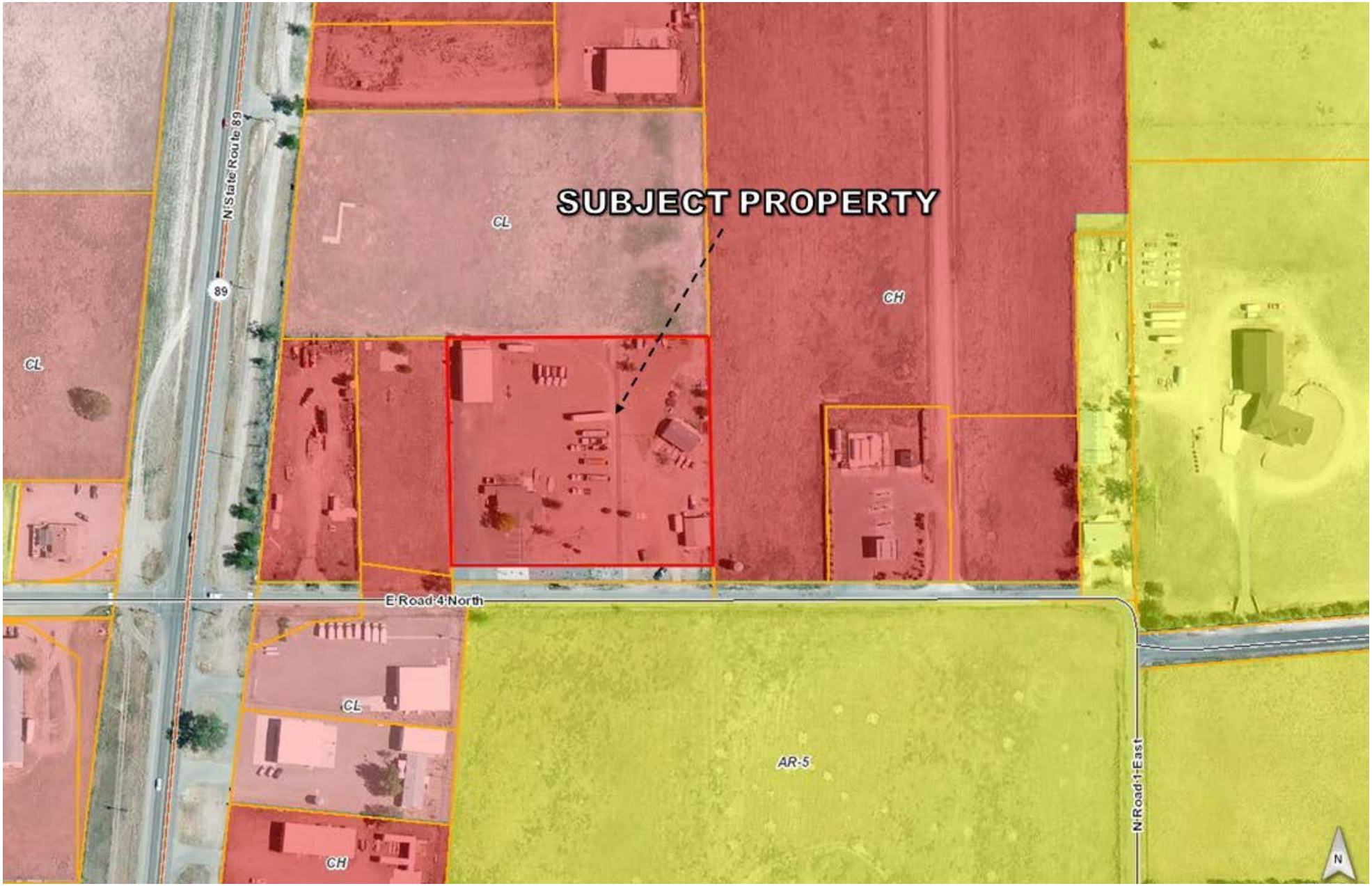
STAFF RECOMMENDATION

Staff recommends forward to Town Council with recommendation of approval

APPENDIX A

SUBJECT PROPERTY
N State Route 89
89
E Road 4 North
N Road 1 East
N

APPENDIX B


SUBJECT PROPERTY
N State Route 89
89
CL
CL
CH
E Road 4 North
CL
CH
AR-5
N Road 1 East
N

APPENDIX C

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.c.**

Meeting Date:	04/25/2017
Contact Person:	Sherri Turner, Executive Assistant Phone: 928-636-2646 x-1222
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	10 minutes
Physical location of item:	Road 1 West and Road 2 North

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 17-1098 authorizing the acquisition of certain real property in the Town for right-of-way and easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager, and Town Attorney to acquire title to such real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs.

RECOMMENDED ACTION:

Adopt Resolution No. 17-1098 to authorize the acquisition of certain real property in the Town for right-of-way and easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager, and Town Attorney to acquire title to such real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs.

SITUATION AND ANALYSIS:

Issue Statement

The re-construction of the intersection of Road 1 West and Road 2 North is part of an agreement that the Town has with the Chino Valley Unified School District (CVUSD) under the Intergovernmental Agreement (IGA) that authorized the re-construction of the intersection of Road 1 West and Road 2 North. This resolution will formally authorize staff to acquire, on behalf of the Town, such real property by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs.

The attached legal exhibit and plans illustrate the ROW for this project.

Applicable "Policy"

This resolution is the formal authorization by the Town Council to direct staff to secure the necessary ROW for this project.

Satisfaction of "Policy"
N/A

Summary of Issues and Staff Rationale
The Town, contracting with Loper and Associates, LLC, has prepared the necessary appraisal of the property. Based on the Loper's independent study and analysis, the total compensation for the subject acquisition is $2,000.00.

Findings of Fact

Fiscal Impact

Fiscal Impact?:	yes
If Yes, Budget Code:	
Available:	$2,000.00
Funding Source:	

Attachments

CVUSD Intersection Plans
Resolution 17-1098, CVUSD ROW

TOWN OF CHINO VALLEY
CHINO VALLEY UNIFIED SCHOOL DISTRICT
IMPROVEMENT PROJECT
PHASES 1 & 2

UTILITY INFORMATION

COMPANY	CONTACT	TELEPHONE
ARIZONA PUBLIC SERVICE CO. 120 N. MARINA STREET PRESCOTT, ARIZONA 86301	LINDA GUMMER	(928) 776-3618
CENTURYLINK 1445 MASONRY WAY PRESCOTT, AZ 86301	KAREN PORTER	(928) 776-2513
UNISOURCE ENERGY SERVICES 6405 WILKINSON DRIVE PRESCOTT, ARIZONA 86301	SARA SCOTT	(928) 771-7229
CABLE ONE 3201 TOWER ROAD PRESCOTT, ARIZONA 86305	JOHNNY CEDILLO	(928) 445-4511
TOWN OF CHINO VALLEY PUBLIC WORKS 1020 W. PALOMINO ROAD CHINO VALLEY, ARIZONA 86323	RON GRITTMAN, P.E. TOWN ENGINEER	(928) 636-7140
BLUE STAKE CALL TWO WORKING DAYS BEFORE YOU DIG DIAL #811		

BENCHMARK

TOWN OF CHINO VALLEY CONTROL POINT #101,
3" ALUMINUM CAP STAMPED "RLS 26405, 2007"
IN CHINO VALLEY, AZ, SECTION 29, TOWNSHIP 16N,
RANGE 2W, N:383555.598, E:129797.117,
ELEV=4832.12

NOTES

ALL EASEMENTS CALLED OUT IN THESE CONSTRUCTION DRAWINGS SHALL BE DEDICATED BY A RECORDED LEGAL DESCRIPTION UNLESS OTHERWISE NOTED AS "EXISTING" WITH BOOK & PAGE LOCATION OF RECORDING.

NO PORTION OF THIS PROJECT IS LOCATED WITHIN A FEMA DESIGNATED 100-YEAR FLOODPLAIN PER FEMA FIRM MAP#: 04025C1315G EFFECTIVE: SEPTEMBER 3, 2010

TOWN OF CHINO VALLEY PERMIT REQUIRED PRIOR TO CONSTRUCTION.

CONTRACTOR IS TO USE EXTREME CAUTION WHEN WORKING NEAR HIGH VOLTAGE OVERHEAD POWER LINES AND UNDERGROUND WATER, SEWER, AND UTILITY LINES.

CONTRACTOR TO LOCATE AND DELINEATE TEMPORARY CONSTRUCTION EASEMENTS. NO ACTIVITY SHALL OCCUR OUTSIDE OF TEMPORARY CONSTRUCTION EASEMENTS.

ACCESS TO CONSTRUCTION SITE SHALL BE ON A LIMITED BASIS. ROW ENCROACHMENT PERMITS WILL BE REQUIRED PRIOR TO CONSTRUCTION.

LYON ENGINEERING
Civil Engineers • Land Surveyors
1650 Willow Creek Road, Prescott, Arizona 86301
Phone: (928) 776-1750, Fax: (928) 776-0605

MAYOR
CHRIS MARLEY

CITY COUNCIL
PAT McKEE, DON WOJCIK, LINDA HATCH, MIKE BEST, DARRYL CROFT, LON TURNER

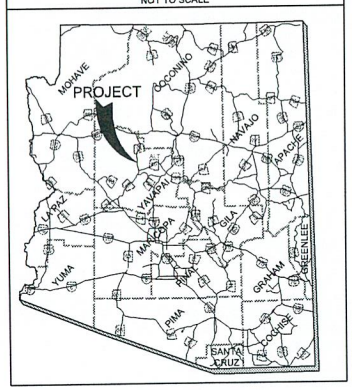
SUBMITTED BY

Richard G. Poynor, P.E.	OCTOBER 2014
NAME	DATE
Vice President	33450
TITLE	ARIZONA REGISTRATION NO.

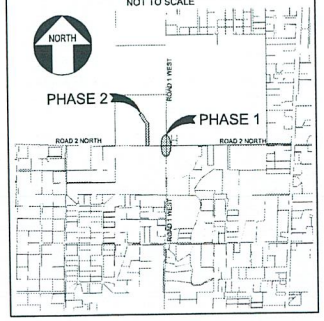
APPROVED BY

CHINO VALLEY TOWN ENGINEER	DATE

VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE



SHEET INDEX

SHEET NO.	DWG NO.	DESCRIPTION
1	G.01	COVER SHEET
2	G.02	GENERAL NOTES
3	G.03	PROJECT QUANTITIES, ABBREVIATION AND SYMBOL LEGEND, AND GEOMETRICS
4	G.04	HORIZONTAL AND VERTICAL CONTROL
5	G.05	COMPOSITE MAP
6-8	C.01-C.03	GRADING & DRAINAGE PLANS
9	C.04	TEMPORARY AND PERMANENT EASEMENT MAP

RICHARD G. POYNOR, P.E.
33450 RICHARD G. POYNOR
10/13/14
EXPIRES 3/31/17

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGN	DRAWN	CHECKED	APPROVED
BAB	BAB	RGP	—

NO.	DATE	REVISION	BY	APVD

LYON ENGINEERING
Civil Engineers • Land Surveyors
1650 Willow Creek Rd. Prescott, AZ 86301
Phone: (928) 776-1750, Fax: (928) 776-0605

CHINO VALLEY UNIFIED SCHOOL DISTRICT
IMPROVEMENT PROJECT, PHASES 1 & 2
CIVIL
COVER SHEET

DATE
OCTOBER 2014
LYON PROJECT #
487-24
DRAWING NUMBER
G.01
SHEET 1 OF 9

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\PLANSET\CVUSD Sheets.dgn

WATER NOTES

1. All work shall conform to MAG & YAG Standards and Spec., which are on file in the Office of the Town Engineer.
2. All frames, covers, valve boxes, and manholes shall be adjusted to finished grade upon completion of paving or related construction.
3. Any quantities shown on plans are not verified by the Town of Chino Valley.
4. All work and materials which do not conform to the specifications are subject to removal and replacement at the contractor's expense.
5. Any work performed without the knowledge of the Inspector or his representative is subject to removal and replacement of same to be done at the contractors expense.
6. The contractor shall provide sufficient men and equipment on the job at all times during construction to comply with the construction schedule, and specifications, to complete work.
7. Inspection shall be performed by a qualified representative of an engineer licensed in the State of Arizona. The degree of inspection will be determined at the pre-construction conference. Inspection must meet all requirements set forth by ADEQ.
8. Contractor to notify the owner 48 hours (2 working days) in advance of construction to schedule staking.
9. The contractor is to uncover all existing lines being tied into, and verify grades before any other construction.
10. It is the contractor's responsibility to locate all underground pipelines, telephone, and electrical conduits and structures in advance of any construction; and will observe all possible precautions to avoid any damage to such. The engineer and/or owner will not guarantee any locations as shown on these plans or those omitted from same.
11. Contractor shall notify "Blue Stake" at (811) at least 48 hours prior to construction.
12. Contractor shall verify all quantities shown. If any discrepancy in quantities is found, the contractor shall notify the engineer/owner as such.
13. Arizona Department of Environmental Quality requirements shall be complied with.
14. All Water lines and appurtenances shall be provided with 14-gauge, single-strand, direct bury copper wire. Trace wire shall be subject to a traceability test. Trace wire to be blue in color.
15. All plans, signed by the Town of Chino Valley Public Works, are null and void one year from date of signature if construction has not started.
16. Contractor shall be responsible for submitting to the Town Engineer for approval, traffic control as needed to perform construction activities.
17. Water - Sewer separation shall be pursuant to AAC R18-5-502C.
18. Water mains shall be subject to a pressure and leakage test in accordance with AWWA C-600 Standard.
19. Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8, "Disinfection of Water Systems".
20. Operation of valves to be done by Town Personnel only.
21. PVC & Ductile Iron Pipe to be installed per manufacturer's requirements.
22. All materials used in the installation of water mains shall be pursuant to AAC R-18-4-119.
23. All revisions to original plans must be approved by the Town of Chino Valley Public Works prior to construction. Any unapproved revisions are subject to removal and or replacement at contractors and or owners expense.
24. The contractor and or owner shall warrant all work for a minimum of a 2 year period from the final acceptance date by the Town of Chino Valley.
25. All appurtenances and valves shall match the pressure rating of the pipe.
26. PVC pipe shall be NSF approved for potable water and bear the NSF potable water seal.
27. Water line bedding, shading, and utility trench to be per COP Det. 2-02P.
28. All water service lines to be placed a minimum of 1' above sewer main lines from outside of pipe to outside of pipe. Maintain 1' vertical separation between water service lines and drainage pipes from outside of pipe to outside of pipe. Maintain 2' horizontal separation between water and sewer services from outside of pipe to outside of pipe.
29. All fire hydrants located behind sidewalk to be placed 1' minimum from face of hydrant to back of sidewalk.
30. All water line joints under concrete box culverts and vertical bends adjacent to concrete box culverts to be installed with restrained joints per MAG 303-1 & 303-2.

GENERAL NOTES

1. All grading shall conform to the current Town adopted edition of the International Building Code, and Town of Chino Valley Land Development Code.
2. All provisions of applicable soils reports and all subsequent addendums shall be complied with during operations.
3. Certification from a registered civil engineer and soils/geological engineer stating that the rough grading has been completed per the approved plan, and a compaction report from the soils engineer on any fill areas that are required shall be provided prior to approval.
4. Parties named on ADEQ's N.O.I. are responsible for erosion, dust, mud, silt, debris, and temporary drainage control during grading operations.
5. Any improvement constructed in the public right of way will require separate plan approval and inspection from the Town Engineer.
6. Any walls, fences, structures and/or appurtenances adjacent to this project shall be protected in place. If grading operations damage or adversely affect said items in any way, the contractor and/or owner is responsible for working out an acceptable solution to the satisfaction of the affected property owner(s).
7. It shall be the Contractor's responsibility to call the Town Engineer's Office at (928) 636-7140 for any required civil inspection 24 hours prior to performing any work. Work performed without calling for inspection may be rejected and, if rejected, shall be removed solely at the Contractor's expense.
8. No grading shall commence without obtaining a Grading Permit and notifying the Grading Inspector to schedule a pregrading meeting two working days prior to the start of work.
9. Prior to the start of grading all SWPPP measures shall be in place, all debris, including existing structures, footings, foundations and rubble shall be removed from the site to the satisfaction of the Soils Engineer.
10. After removal of debris, any existing fill or disturbed natural soils shall be excavated to the satisfaction of the Soils Engineer.
11. The exposed soils shall then be inspected by the Soils Engineer, and any additional over-excavation shall then be made in accordance with the Soils Engineer's recommendations and as contained in the Soil's report.
12. The exposed soils shall the be scarified to provide a bond with new fill, brought to proper moisture content and compacted to at least 95% of the maximum density, as determined by ASTM D1557-78 or equivalent compaction shall be obtained by methods specified by the Soils Engineer. Road prism subgrade shall be compacted to at least 95% per Soils Engineer's recommendations.
13. The Soils Engineer shall be responsible to inspect, verify and report that proper compaction has been obtained by subcontractors and agencies concerning utility line backfill including, but not limited to sewers, water lines, electrical, gas and landscape irrigation lines.
14. No fill shall be placed until stripping of vegetation, removal of unsuitable soils, and installation of subdrains (if any) have been inspected and approved by the Soils Engineer.
15. Grading shall not be started without first notifying Public Works Inspection Department. A pre-grading meeting on the site is required before start of grading with the following people present: Town Engineer, Grading Contractor, Design Civil Engineer, Soil Engineer/Geologist, Public Works Inspector, and when required, the archaeologist and paleontologist. The required inspections for grading will be explained at this meeting.
16. All existing fills shall be approved and certified by the Soils Engineer or removed prior to placing additional fills.
17. All trench backfills shall be tested and approved by the Town Engineer.
18. The compaction report and approval from the Soils Engineer shall indicate the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or nuclear gauge, and shall be so noted for each test.
19. Export soils must be transported to a legal dump or to a permitted site shown clearly on approved plans.
20. All existing drainage courses through this site shall remain open until facilities to handle storm water are approved and functional; however, in any case, the permittee shall be held liable for any damage due to obstructing natural drainage patterns.
21. Any damage by Contractor to adjacent Town or Private property shall be replaced to its original condition at the Contractors expense.

ENGINEERS NOTES

1. Yavapai Association of Governments (YAG) Uniform Standard Specifications and Details for public works construction (latest edition including latest revisions and supplementals thereof per the Town of Chino Valley) are incorporated into these plans in their entirety.
2. All work required to complete the construction covered by these plans shall be in accordance with the YAG Standard Specifications and Details and current supplements thereof per the Town of Chino Valley unless specified otherwise in these plans or elsewhere. Contractors shall familiarize themselves with all required Standard Specifications, details and supplements prior to bidding the work for the construction covered by these plans.
3. The Contractor is to comply with all local, state, and federal laws and regulations applicable to the construction covered by these plans.
4. The Contractor is responsible for obtaining and complying with all permits required to complete all work covered by these plans.
5. The quantities and site conditions depicted in these plans are for informational purposes only and are subject to error and omission. Contractors shall satisfy themselves as to actual quantities and site conditions prior to bidding the work for the construction covered by these plans.
6. A reasonable effort has been made to show the locations of existing underground facilities and utilities in the construction area. The Contractor is responsible for any damage to utilities and/or facilities caused during their construction operations. The Contractor shall call for Blue Stake (811) prior to any excavation.
7. The Contractor is responsible for all coordination of construction affecting utilities and the coordination of any necessary utility relocation work.
8. The Contractor is to verify the location and the elevations of all existing utilities at points for tie-in prior to commencing any new construction. Should any location or elevation differ from that shown on these plans, the Contractor shall contact the Owner's agent.
9. The Contractor shall notify the Town of Chino Valley Public Works department at least 2 working days in advance of construction for inspection. Call (928) 636-7140.
10. The Contractor shall be required to install a night tie in for any new waterline that will affect existing service sufficient to warrant same in the opinion of the Town off-site Inspector.
11. These plans are subject to the interpretation of intent by the Engineer. All questions regarding these plans shall be presented to the Engineer. Anyone who takes upon themselves the interpretation of the drawings or makes revisions to them without conferring with the Design Engineer shall be responsible for the consequences thereof.
12. The final construction as-builts must be certified by an engineer licensed in the State of Arizona.
13. The Contractor shall make no claim against the Owner, the Engineer or Surveyor regarding inaccuracy of construction stakes set forth by the Engineer or Surveyor, unless all survey stakes set by the Engineer or Surveyor are maintained intact and can be verified as to their origin. If, in the opinion of the Engineer or Surveyor, the stakes are not maintained intact and cannot be verified as to their origin, any remedial work required to correct any item, shall be performed at the sole expense of the responsible Contractor or Subcontractor.
14. Nothing contained in the contract documents shall create, nor shall be construed to create, any contractual relationship between the Engineer and the Contractor or any Subcontractor.
15. The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs utilized in connection with the work. The Engineer will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.
16. The Engineer makes no representation or guarantee regarding earthwork quantities or that the earthwork for this project will balance due to the varying field conditions, changing soil types, allowable construction tolerances and construction methods that are beyond the control of the Engineer.
17. Prior to bidding the work, the Contractor shall thoroughly satisfy himself as to the actual conditions, earthwork quantities, and requirements of work and excess or deficiency in earthwork quantities, if any. No claim shall be made against the Owner/Developer or Engineer for any excess or deficiency therein, actual or relative.

PAVING AND DRAINAGE NOTES

1. All construction to conform to YAG Specifications and Details, latest revisions, unless modified on the plans.
2. Town of Chino Valley Public Works Department permit will be required for all off-site construction and construction within public right-of-way and easements.
3. The Chino Valley Engineering Department shall be notified 48 hours or 2 working days prior to beginning of construction.
4. Work performed without the approval of the Town Engineer and/or owner and all work materials not in conformation with the plans and specifications is subject to removal and replacement at the contractor's expense.
5. No job will be considered complete until all curbs, pavement, and sidewalks have been swept clean of all dirt and debris.
6. The contractor shall keep suitable equipment on hand at the job site for maintenance dust control, and shall control dust as directed by the appropriate agencies.
7. A thorough attempt has been made to show the locations of all underground obstruction and utility lines in the work area; however, the contractor shall be responsible for any damage to obstructions and utility lines encountered during construction, and shall determine the exact location of utilities in advance of trenching. The engineer and/or developer will not guarantee any elevations or locations of existing underground utilities shown on these plans.
8. All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished asphalt or curb grades after placement of surface course and prior to chip seal by the contractor as per YAG Standard Detail 4-05.
9. The contractor shall be responsible for coordinating the relocation of all utilities, power poles, etc., that may be necessary.
10. Base course will not be placed on subgrade until subgrade requirements have been completed and accepted by the Town Engineer.
11. No paving construction shall be started until all underground utilities within the roadway prism are completed and testing has been approved.
12. The contractor is required to contact Blue Stake two working days (48 hours) prior to commencement of construction (811).
13. All obstructions in right-of-way shall be removed before any construction is permitted.
14. Any quantities shown on the plans are not verified by the Town of Chino Valley.
15. Subgrade preparation and compaction to be per YAG Section 301.
16. All A.C. shall be C- 3/4 " as per applicable M.A.G. Specifications Mix design shall be submitted prior to start of construction.
17. Pavement shall include a Chip Seal Coat per YAG Section 330. Chip seal shall be Y.A.G. Standard 3/8 " chips.
18. All plans, signed by the Town of Chino Valley Public Works, are null and void one year from date of signature if construction has not started.
19. Contractor shall be responsible for submitting to the Town Engineer for approval, traffic control plans which shall be made part of the plan review request.
20. The contractor and or owner shall warrant all work for a minimum of a 2 year period from the final acceptance date by the Town of Chino Valley.
21. All HDPE and RGRCP storm drain pipe shall be smooth bore.
22. All HDPE to be per MAG Spec. 738 (2010 Edition) with water tight fittings and gaskets.
23. If erosion control mattress chosen by contractor differs from this plan set he must submit specifications to project engineer and Town of Chino Valley for written approval prior to installation.
24. All rip-rap to be hand placed per MAG Standards unless otherwise indicated as loose or dumped rip-rap.
25. All HDPE, CMP, and RGRCP to be installed per manufacturers recommendations.

RICHARD G. POYNOR, P.E.

Registered Professional Engineer (Civil) Certificate No. 33450 RICHARD G. POYNOR Date Signed 10/13/14 Arizona, U.S.A.

EXPIRES 3/31/17

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGN BAB | DRAWN BAB | CHECKED RGP | APPROVED —

NO.	DATE	REVISION	BY	APVD
-	-		-	-

LYON ENGINEERING
Civil Engineers • Land Surveyors
1550 Willow Creek Rd, Prescott, AZ 86301
Phone: (928) 776-1750, Fax: (928) 776-0905

TOWN OF CHINO VALLEY ARIZONA

CHINO VALLEY UNIFIED SCHOOL DISTRICT IMPROVEMENT PROJECT, PHASES 1 & 2

CIVIL

GENERAL NOTES

DATE OCTOBER 2014

LYON PROJECT # 487-24

DRAWING NUMBER G.02

SHEET 2 OF 9

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\PLANSET\CVUSD Sheets.dgn

PROJECT QUANTITIES

DESCRIPTION OF ITEM	PHASE 1	PHASE 2	TOTAL	UNITS
REMOVAL AND ABANDONMENT				
Sawcut Chip Seal	230	0	230	LF
Sawcut Pavement	0	428	428	LF
Remove Existing Chip Seal Surface	268	0	268	SY
Remove Existing Pavement Section	0	884	884	SY
Remove Barbed Wire Fence	243	0	243	LF
Remove Chain Linked Fence	97	32	129	LF
ROADWAY				
Asphaltic Concrete, Type C 3/4", 3" Thick	1,100	3,392	4,492	SY
Aggregate Base Course, 6" Thick	1,100	3,392	4,492	SY
Thickened Pavement Edge	406	1,374	1,780	LF
Roadway Subgrade Prep	1,100	3,392	4,492	SY
8' Concrete Sidewalk	0	8,256	8,256	SF
Single Curb	0	946	946	LF
Roll Curb and Gutter	0	20	20	LF
5' Curb Transition	0	2	2	EA
Handrail	0	58	58	LF
Reinstall/Relocate Existing Sign and Post	6	1	7	EA
Barbed Wire Fence	213	0	213	LF
Chain Linked Fence with Gate(s)	88	967	1,055	LF
Pavement Striping	1	0	1	LS
DRAINAGE				
11" x 18" Arch RGRCP Culvert	0	54	54	LF
Hand-Placed Riprap (D50=9")	0	44	44	SY
WATER				
Relocate Existing Fire Hydrant	0	1	1	EA
SEWER				
Adjust Existing Sewer Cleanout Cover	0	1	1	EA

PLANS SYMBOL LEGEND

WATER & SEWER

- SEWER MANHOLE
- EXISTING SEWER MANHOLE
- 12"S — SEWER MAIN
- 12"S — SEWER STUB
- EX.12"S — EXISTING SEWER MAIN
- EX.24"EFF — EXISTING EFFLUENT MAIN
- 12"W — WATER MAIN
- EX.12"W — EXISTING WATER MAIN
- FIRE HYDRANT
- AIR RELEASE
- BLOW OFF
- VALVE
- BEND
- UTILITY POTHOLE LOCATION

ROAD & DRAINAGE

- DRAINAGE CULVERT
- MAG HEADWALL
- MAG DROP INLET HEADWALL
- ADOT HEADWALL
- EX.EDGE OF PAVEMENT
- GUARD RAIL
- RIP-RAP
- BARB WIRE FENCE
- TRAFFIC SIGN
- LYON ENGINEERING PROJECT BENCHMARK
- EXISTING CONTOUR
- PROPOSED CONTOUR

DRY UTILITIES

- TV — EXISTING CABLE
- TV — EXISTING FIBER OPTIC
- G — EXISTING GAS
- E — EXISTING ELECTRIC
- T — EXISTING TELEPHONE
- OH — EXISTING OVERHEAD POWER

ABBREVIATION LEGEND

A.B.C.	AGGREGATE BASE COURSE
AC	ACRE
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
APPROX.	APPROXIMATELY
APS	ARIZONA PUBLIC SERVICE
ARACFC	ASPHALT-RUBBER ASPHALTIC CONCRETE FRICTION COURSE
ARV	AIR RELEASE VALVE ASSEMBLY
BFV.B.&C.	BUTTERFLY VALVE BOX & COVER
BK.	BOOK
BO	BLOW OFF
BOC	BACK OF CURB
BOP	BEGINNING OF PROJECT
C	CONCRETE ELEVATION
CB	CATCH BASIN
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CONC.	CONCRETE
CY	CUBIC YARDS
DBL	DOUBLE
DET.	DETAIL
DMH	DRAINAGE MANHOLE
DIAM.	DIAMETER
DIP	DUCTILE IRON PIPE
DVWY	DRIVEWAY
EFF	EFFLUENT
EL	ELEVATION
ELEC	ELECTRIC
ENG.	ENGINEERED
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
EOS	EDGE OF SHOULDER
ESMT	EASEMENT
EX.	EXISTING
FG	FINISH GRADE ELEVATION
FH	FIRE HYDRANT
FIBER	FIBER OPTIC
FIN.	FINISH
FL	FLOW LINE
FM	FORCE MAIN
FO-GRD	FACE OF GUARD RAIL
G.V.B.&C.	GATE VALVE BOX & COVER
GE	TOP OF GRATE ELEVATION
HDPE	HIGH-DENSITY POLYETHYLENE PIPE
HORIZ.	HORIZONTAL
HW	HEADWALL
IE	INVERT ELEVATION
IRR	IRRIGATION MAIN
L	LENGTH
LEN	LENGTH
LF	LINEAR FEET
LPS	LOW PRESSURE SEWER
LS	LUMP SUM
LT	LEFT
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MAX.	MAXIMUM
MH	MANHOLE
MIN.	MINIMUM
MPH	MILES PER HOUR
NO.	NUMBER
PC	POINT OF CURVATURE
PCCP	PRE-STRESSED CONCRETE CYLINDER PIPE
PG.	PAGE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVT	PAVEMENT GRADE
PROP.	PROPERTY
PRV	PRESSURE REDUCING VALVE
RGRCP	RUBBER GASKETED REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
ROW	RIGHT-OF-WAY
RIM	RIM GRADE
RP	RADIUS POINT
RT	RIGHT
S	SEWER
S=	SLOPE
SD	STORM DRAIN
SF	SQUARE FOOT
SHLDR	SHOULDER
SI	STREET INTERSECTION
SPEC	SPECIFICATIONS
SSD	STOPPING SIGHT DISTANCE
STA.	STATION
STD	STANDARD
SQ	SQUARE
SW	SIDEWALK
SY	SQUARE YARDS
TB	THRUST BLOCKING
T.C.E.	TEMPORARY CONSTRUCTION ESMT.
TOC EL	TOP OF CURB ELEVATION
TOC	TOC OF CURB
ToCV	TOWN OF CHINO VALLEY
TRANS	TRANSITION
TYP	TYPICAL
UNS	UNSOURCE GAS
VERT.	VERTICAL
VG	VALLEY GUTTER
VLF	VERTICAL LINEAR FEET
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
W	POTABLE WATER
W/	WITH
XING	CROSSING
YAG	YAVAPAI ASSOCIATION OF GOVERNMENTS
YDS	YARDS

EARTHWORK ESTIMATED QUANTITIES

(VOLUMES SHOWN BELOW ARE RAW AND DO NOT INCLUDE SHRINK OR SWELL)
(VOLUMES ACCOUNT FOR A 3" AC ON 6" ABC PAVEMENT SECTION)

	PHASE 1	PHASE 2	TOTAL
CUT (CY)	389	1,211	1,600
FILL (CY)	0	65	65
BALANCE (CY)	389	1,146	1,535

EARTHWORK NOTES

1. ALL VOLUMES DO NOT INCLUDE SPOILS FROM UTILITY TRENCHES.
2. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO THE VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
3. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, EARTHWORK QUANTITIES, AND REQUIREMENTS OF WORK AND EXCESS OR DEFICIENCY IN EARTHWORK QUANTITIES. IF ANY, NO CLAIM SHALL BE MADE AGAINST THE OWNER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
4. EARTHWORK QUANTITIES DO NOT INCLUDE OVEREXCAVATION FOR RIPRAP.

RICHARD G. POYNOR, P.E.
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 33456
RICHARD G. POYNOR
10/13/14
EXPIRES 3/31/17

VERIFY SCALE
BARS ONE INCH ON ORIGINAL DRAWING.
0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGN	RAB
DRAWN	BAB
CHECKED	RGP
APPROVED	—

NO.	DATE	REVISION	BY	APVD

LYON ENGINEERING
Civil Engineers • Land Surveyors
1904 West Chino St., Prescott, AZ 86305
Phone: (928) 778-0900 Fax: (928) 778-0901

CHINO VALLEY UNIFIED SCHOOL DISTRICT
IMPROVEMENT PROJECT, PHASES 1 & 2
CIVIL
PROJECT QUANTITIES, ABBREVIATION AND SYMBOL LEGEND, AND GEOMETRICS

DATE
OCTOBER 2014
LYON PROJECT #
487-24
DRAWING NUMBER
G.03
SHEET 3 OF 9

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\PLANSET\CVUSD Sheets.dgn

PROJECT BENCHMARKS

BENCHMARKS UTILIZE TOWN OF CHINO VALLEY COORDINATE SYSTEM AND BENCHMARK
CONTACT: JASON O'BRIEN, R.L.S. 928-776-1750

BENCHMARK NAME	NORTHING	EASTING	ELEVATION
LOCAL BRASS CAP	368831.215	135420.464	4725.04
TOWN BM "101"	363555.598	129797.117	4832.12
TOWN BM "102"	366217.632	151295.979	4813.54
TOWN BM "COTT"	379317.931	139400.515	4599.32

TOWN BENCHMARK

TOWN OF CHINO VALLEY CONTROL POINT #101,
3" ALUMINUM CAP STAMPED "RLS 26405, 2007"
IN CHINO VALLEY, AZ. SECTION 29, TOWNSHIP 16N,
RANGE 2W, N:363555.598, E:129797.117, ELEV=4832.12

TOWN OF CHINO VALLEY & STATE PLANE COORDINATE SYSTEM DATA & CONVERSIONS

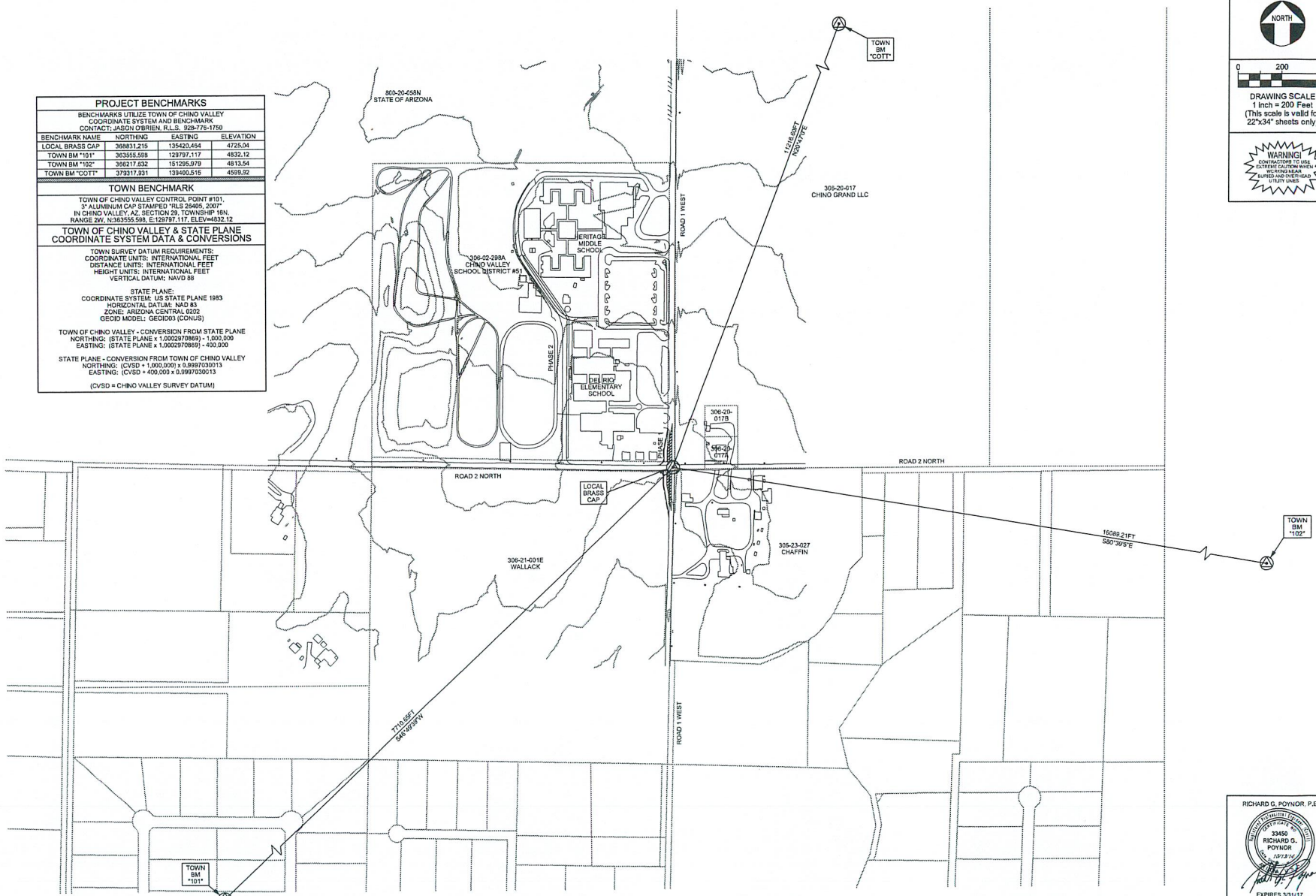
TOWN SURVEY DATUM REQUIREMENTS:
COORDINATE UNITS: INTERNATIONAL FEET
DISTANCE UNITS: INTERNATIONAL FEET
HEIGHT UNITS: INTERNATIONAL FEET
VERTICAL DATUM: NAVD 88

STATE PLANE:
COORDINATE SYSTEM: US STATE PLANE 1983
HORIZONTAL DATUM: NAD 83
ZONE: ARIZONA CENTRAL 0202
GEOID MODEL: GEOID03 (CONUS)

TOWN OF CHINO VALLEY - CONVERSION FROM STATE PLANE
NORTHING: (STATE PLANE x 1.0002970869) - 1,000,000
EASTING: (STATE PLANE x 1.0002970869) - 400,000

STATE PLANE - CONVERSION FROM TOWN OF CHINO VALLEY
NORTHING: (CVSD + 1,000,000) x 0.9997030013
EASTING: (CVSD + 400,000 x 0.9997030013

(CVSD = CHINO VALLEY SURVEY DATUM)



NORTH

0 200 400

DRAWING SCALE
1 inch = 200 Feet
(This scale is valid for 22"x34" sheets only)

WARNING!
CONTRACTORS TO USE EXTREME CAUTION WHEN WORKING NEAR BURIED AND OVER-HEAD UTILITY LINES

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH, ADJUST SCALES ACCORDINGLY.

DESIGN	BAB
DRAWN	BAB
CHECKED	
REVIEWED	
APPROVED	

NO.	DATE	REVISION	BY	APVD

LYON ENGINEERING
Civil Engineers • Land Surveyors
1005 Willow Creek Rd, Prescott, AZ 86301
Phone: (928) 778-1730, Fax: (928) 778-0925

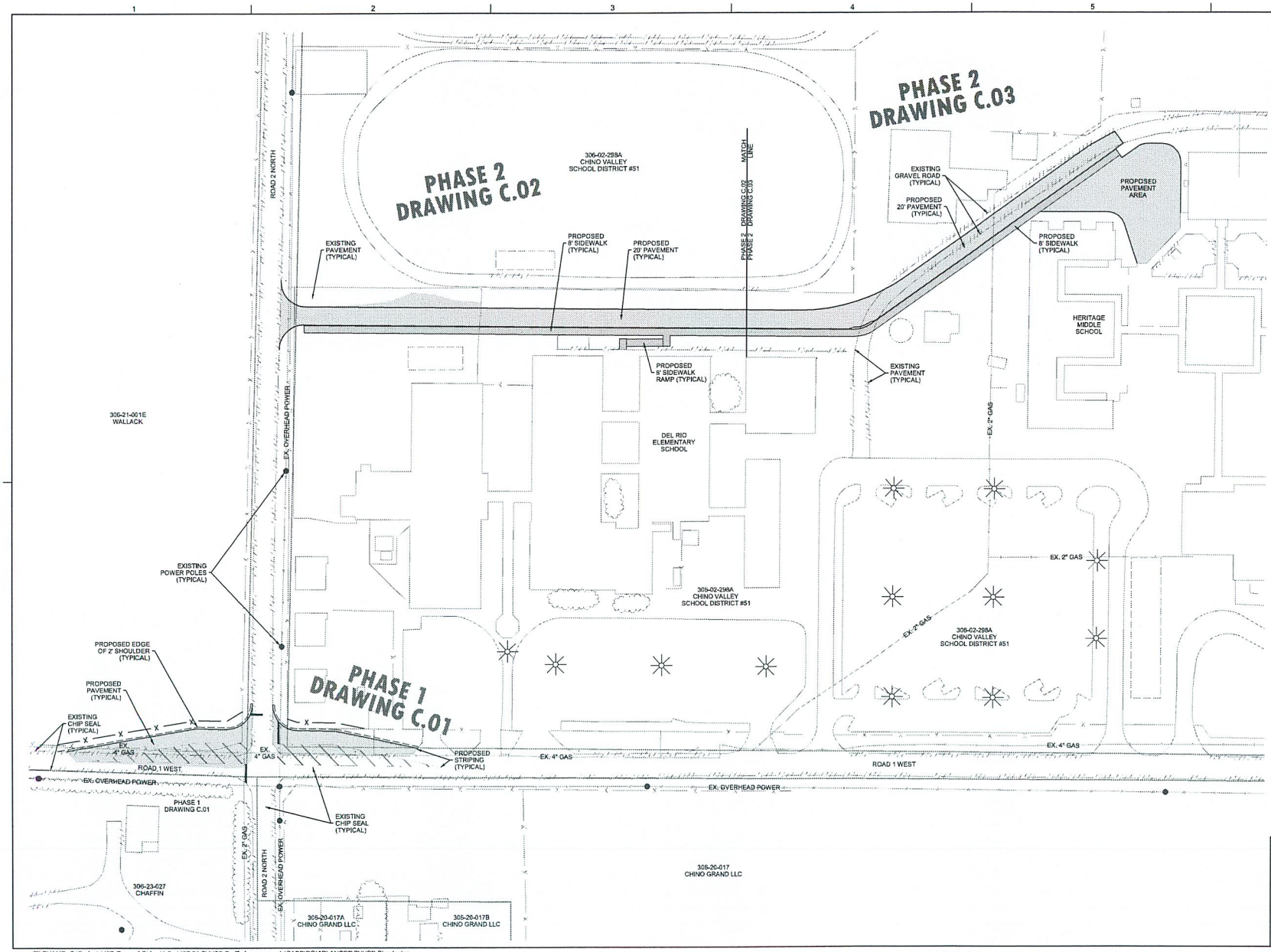
CHINO VALLEY UNIFIED SCHOOL DISTRICT
IMPROVEMENT PROJECT, PHASES 1 & 2
CIVIL

HORIZONTAL AND VERTICAL CONTROL

RICHARD G. POYNOR, P.E.
CERTIFICATE NO. 33450
RICHARD G. POYNOR
10/13/14
EXPIRES 3/31/17

DATE
OCTOBER 2014
LYON PROJECT #
487-24
DRAWING NUMBER
G.04
SHEET 4 OF 9

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\PLANSET\CVUSD Sheets.dgn



NORTH

0 50 100

DRAWING SCALE
1 inch = 50 Feet
(This scale is valid for 22"x34" sheets only)

WARNING!
CONTRACTORS TO USE EXTREME CAUTION WHEN WORKING NEAR BURIED AND OVER-HEAD UTILITY LINES

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGN	BAB
DRAWN	BAB
CHECKED	RGP
APPROVED	—

NO.	DATE	REVISION	BY	APVD
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

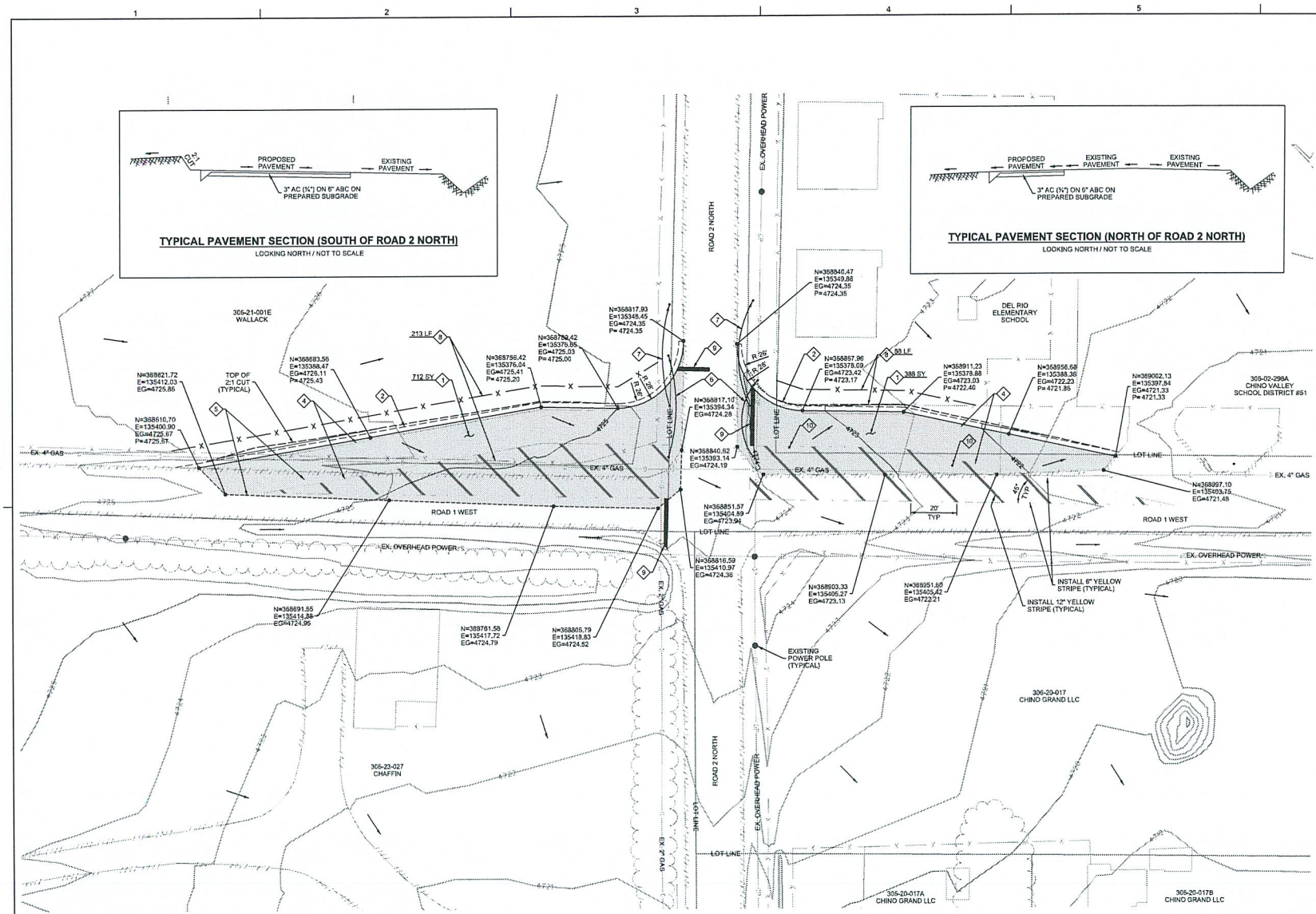
LYON ENGINEERING
Civil Engineers • Land Surveyors
1555 W. Mission, Suite 101, Fontana, CA 92881
Phone: (909) 770-1700, Fax: (909) 770-1705

CHINO VALLEY UNIFIED SCHOOL DISTRICT
IMPROVEMENT PROJECT, PHASES 1 & 2
CIVIL
COMPOSITE SHEET

RICHARD G. POYNOR, P.E.
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO. 33450
RICHARD G. POYNOR
10/13/14
EXPIRES 3/31/17

DATE	OCTOBER 2014
LYON PROJECT #	487-24
DRAWING NUMBER	G.05
SHEET	5 OF 9

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\PLANSET\CVUSD Sheets.dgn



NORTH

0 20 40

DRAWING SCALE
1 inch = 20 Feet
(This scale is valid for 22"x34" sheets only)

WARNING!
CONTRACTORS TO USE EXTREME CAUTION WHEN WORKING NEAR BURIED AND OVERHEAD UTILITY LINES

GRADING & DRAINAGE KEY NOTES

1. INSTALL 3" A.C. ON 6" A.B.C. PAVEMENT SECTION AS SHOWN IN SHADED AREA; MAINTAIN 2.00% ROAD CROSS-SLOPE WITH THICKENED EDGE PER MAG STD. DET. 201, TYPE 'B'
2. INSTALL 2' SHOULDER (TYPICAL)
4. INSTALL PAVEMENT STRIPING AS SHOWN
5. SAWCUT 230 LF AND REMOVE 258 SY OF CHIP SEAL
6. RELOCATE EX. STOP SIGN AS SHOWN
7. RELOCATE EX. 'NO PARKING' SIGN AS SHOWN
8. REMOVE EX. FENCE AND INSTALL NEW FENCE AS SHOWN; MATCH EX. TYPE
9. BLACKOUT EX. STOP BAR AND INSTALL NEW 18" WHITE STOP BAR
10. RELOCATE EX. SIGN PER CVUSD

ROAD 1 WEST
ROAD 2 NORTH
NORTH
SHEET KEY MAP

GRADING & DRAINAGE NOTE LEGEND

- HORIZONTAL OR VERTICAL HINGE POINT
- EG=01.00 EXISTING GRADE
- EX P=01.00 EXISTING PAVEMENT
- FG=01.00 FINISHED GRADE
- TC=01.00 TOP OF CURB
- P=01.00 FINISHED PAVEMENT
- FL=01.00 FLOW LINE ELEV.
- 0.50% FLOW LINE SLOPE

RICHARD G. POYNOR, P.E.
33450 RICHARD G. POYNOR 10/7/2014
EXPIRES 3/31/17

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH, ADJUST THIS SHEET ACCORDINGLY.

DESIGN BAB | DRAWN BAB | CHECKED | APPROVED

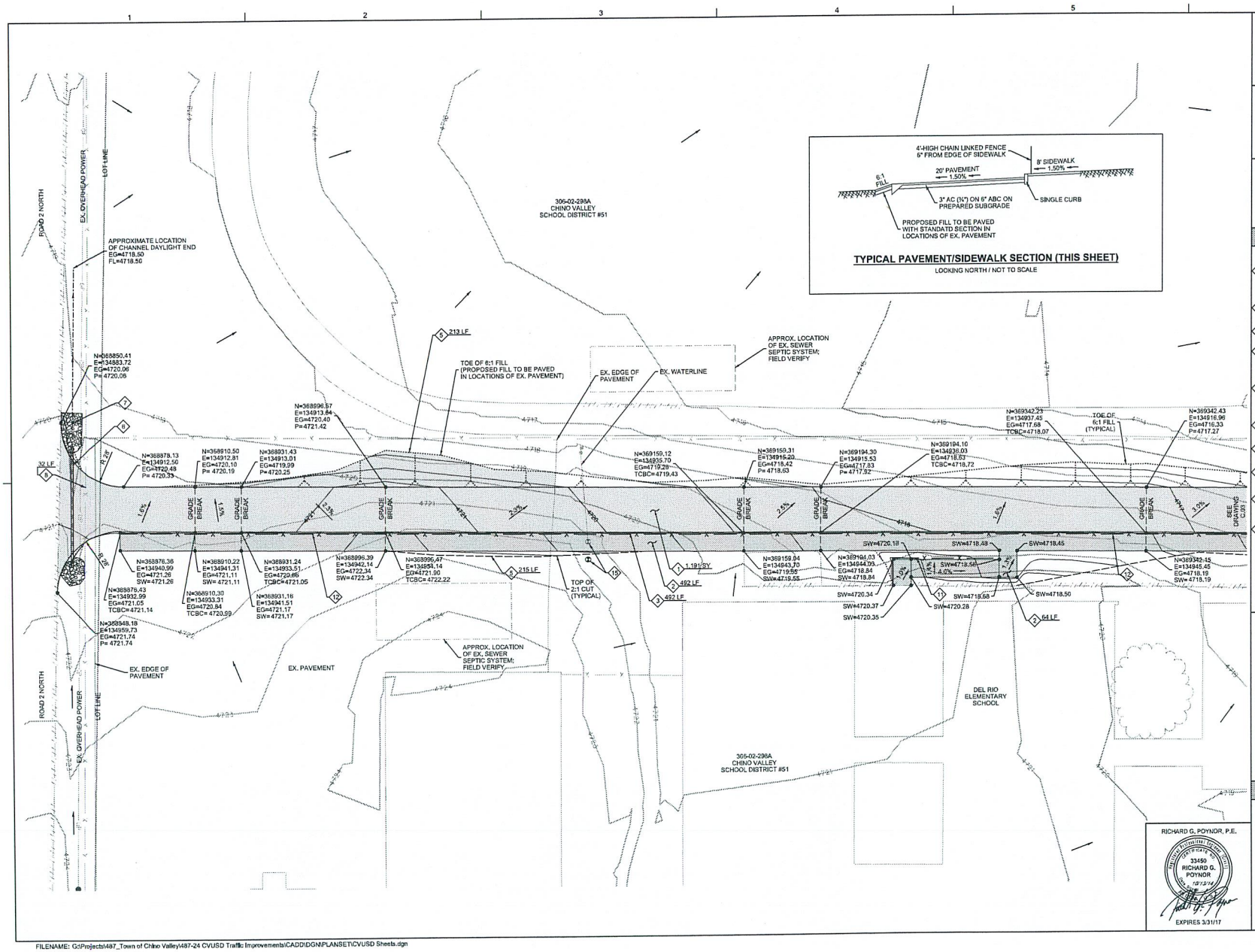
NO.	DATE	REVISION	BY	APVD

LYON ENGINEERING
Civil Engineers • Land Surveyors
5880 Walnut Creek Rd. Prescott, AZ 86301
Phone (928) 776-1782 Fax (928) 776-0925

CHINO VALLEY UNIFIED SCHOOL DISTRICT
IMPROVEMENT PROJECT, PHASES 1 & 2
CIVIL
GRADING AND DRAINAGE PLANS (PHASE 1)

DATE OCTOBER 2014
LYON PROJECT # 487-24
DRAWING NUMBER C.01
SHEET 6 OF 9

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\PLANSET\CVUSD Sheets.dgn



NORTH

0 20 40

DRAWING SCALE
1 inch = 20 Feet
(This scale is valid for 22"x34" sheets only)

WARNING!
CONTRACTORS TO USE EXTREME CAUTION WHEN WORKING NEAR BURIED AND OVERHEAD UTILITY LINES

GRADING & DRAINAGE KEY NOTES

1. INSTALL 3" A.C. ON 6" A.B.C. PAVEMENT SECTION AS SHOWN IN SHADED AREA, 20' WIDE, WITH THICKENED EDGE PER MAG STD. DET. 201, TYPE 'B'
2. INSTALL SIDEWALK PER YAG STD. DET. 230 AS SHOWN SHADED, 8' WIDE
3. INSTALL SINGLE CURB PER YAG STD. DET. 222, TYPE 'A'
5. SAWCUT AND REMOVE 884 SY EX. PAVEMENT
6. INSTALL 54 LF ARCH 11" X 18" RGRCP @ 2.22% IE(IN)=4719.90 IE(OUT)=4718.80 INSTALL 11 SY 9" RIPRAP AT INLET AND 16 SY 9" RIPRAP AT OUTLET
7. REINSTALL EXISTING 'NO PARKING' SIGN IF REMOVED
8. REMOVE EX. FENCE AND INSTALL NEW FENCE AND GATE PER CVUSD
11. INSTALL 58 LF HANDRAIL PER COP STD. DET. 1-01P
12. INSTALL 687 LF OF 4'-HIGH CHAIN LINKED FENCING WITH 4' BUS OPENINGS AND 40' BETWEEN OPENINGS
13. RELOCATE EXISTING FIRE HYDRANT 8' EAST, OUTSIDE OF SIDEWALK

ROAD 1 WEST
ROAD 2 NORTH
NORTH
SHEET KEY MAP

GRADING & DRAINAGE NOTE LEGEND

- HORIZONTAL OR VERTICAL HINGE POINT
- EG=01.00 EXISTING GRADE
- EX PV=01.00 EXISTING PAVEMENT
- FG=01.00 FINISHED GRADE
- TC=01.00 TOP OF CURB
- PV=01.00 FINISHED PAVEMENT
- FL=01.00 FLOW LINE ELEV.
- 0.50% FLOW LINE SLOPE

RICHARD G. POYNOR, P.E.
33450 RICHARD G. POYNOR
EXPIRES 3/31/17

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1/2" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGN	BAB
DRAWN	BAB
CHECKED	RGP

NO.	DATE	REVISION	BY	APV'D

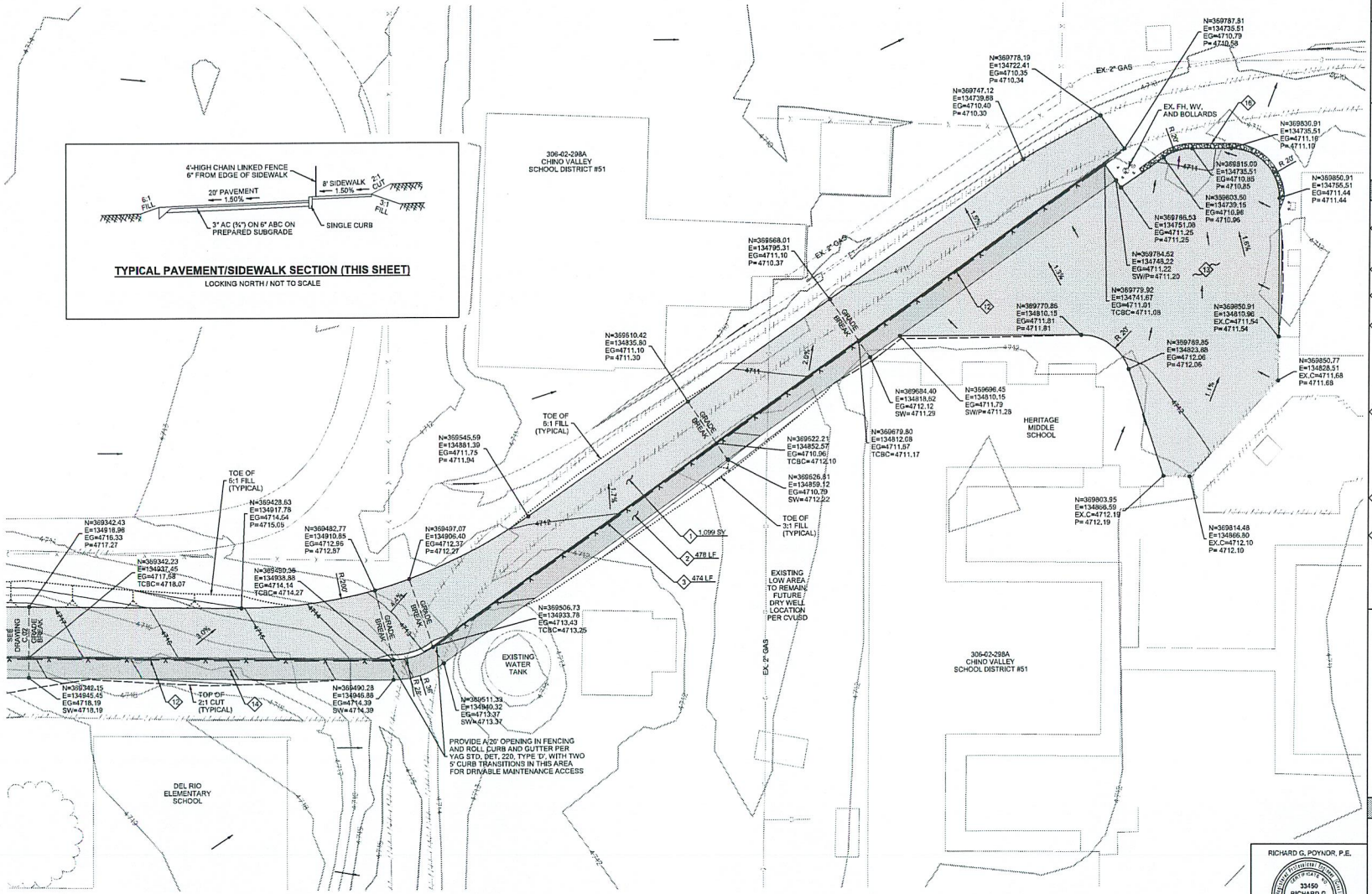
APPROVED

LYON ENGINEERING
Civil Engineers • Land Surveyors
1555 Willow Street, Suite 102, Chino, CA 91710
Phone: (909) 393-0100 Fax: (909) 393-0103

CHINO VALLEY UNIFIED SCHOOL DISTRICT
IMPROVEMENT PROJECT, PHASES 1 & 2
CIVIL
GRADING AND DRAINAGE PLANS (PHASE 2)

DATE OCTOBER 2014
LYON PROJECT # 487-24
DRAWING NUMBER C.02
SHEET 7 OF 9

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\PLANSET\CVUSD Sheets.dgn



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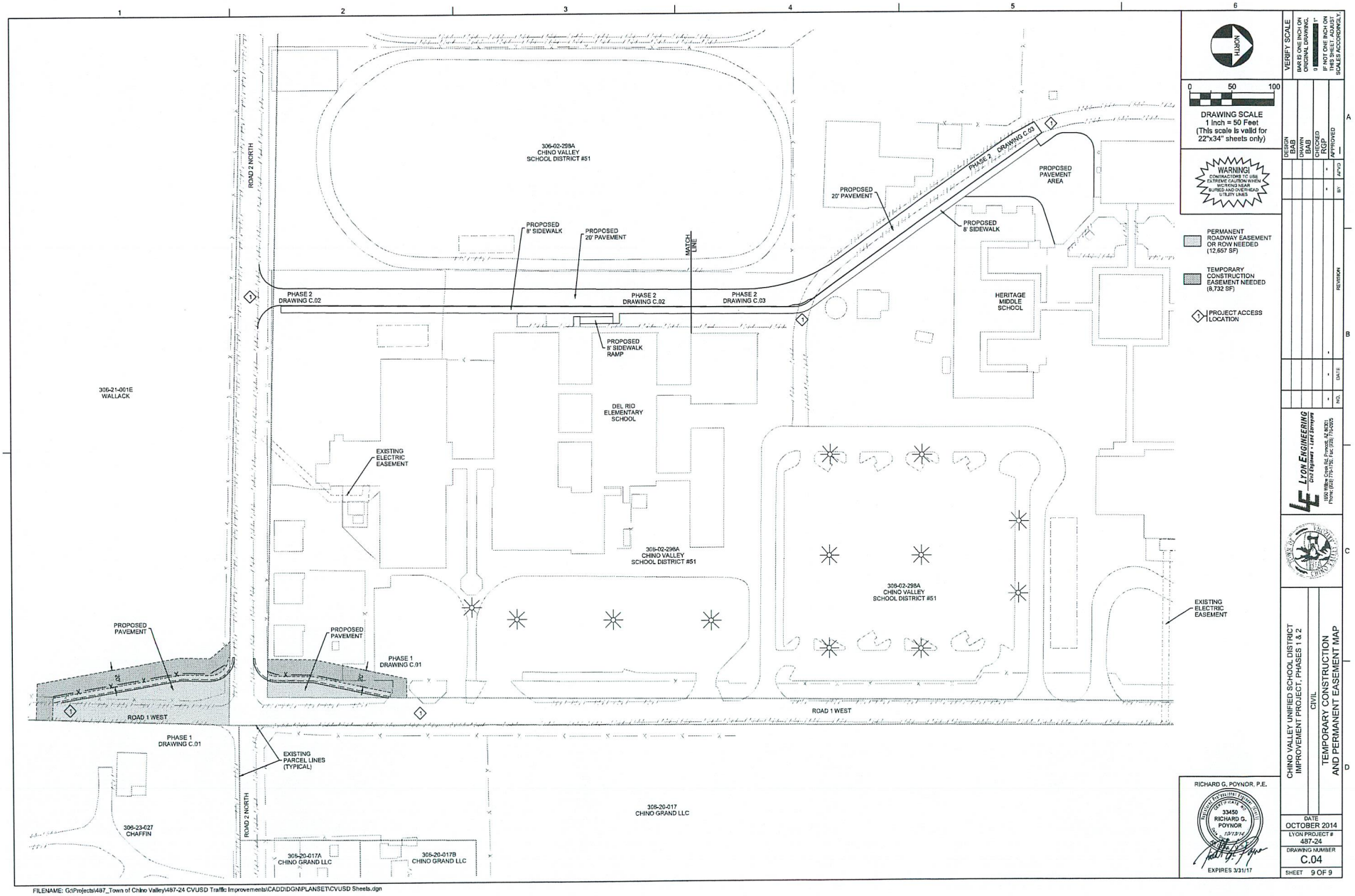

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RESOLUTION NO. 17-1098

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND EASEMENT PURPOSES; AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Chino Valley requires the acquisition of certain real property and temporary construction easement purposes for roadway improvements generally located at the intersection of Road 2 North and Road 1 West (the “Project”), which real property is generally described in Exhibits A and B attached hereto and made a part hereof; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley find that acquisition of the property described is necessary for public right-of-way purposes and it is in the public interest to acquire such property; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley considered alternatives available, balanced the public good and the private injury resulting from the acquisition of the property, and determined that locating the public improvements on the property results in the greatest public good and the least private injury.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona:

1. That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibit A and a Temporary Construction Easement encumbering the real property described in Exhibit B, plus any additional real property required for completion of the Project, as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

2. That the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Chino Valley, Arizona this ____ day of _____, 2017.

_____
Darryl L. Croft, Mayor

2929331

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. _____ was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on _____, 2017, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A: Legal Description of Property to be acquired;
2. Exhibit B: Legal Description of Temporary Construction Easement to be acquired.

EXHIBIT A

Description of Property to be Acquired

LEGAL DESCRIPTION

All that portion of the Southeast Quarter of Section 16, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Southeast corner of Section 16, from which point the East Quarter corner of said Section 16 bears North 00°35'07" East, a distance of 2649.67 feet;

Thence North 00°35'07" East, along the east line of the Southeast Quarter of said Section 16, a distance of 173.10 feet;

Thence North 89°24'53" West, a distance of 25.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 2346 of Official Records, Page 679, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence South 00°35'07" West, along said westerly right of way line of Road 1 West, a distance of 147.80 feet;

Thence North 88°42'44" West, along the northerly right of way line of Road 2 North as described in Book 2346 of Official Records, Page 679, Yavapai County Recorder's Office, a distance of 36.01 feet;

Thence North 47°15'03" East, a distance of 15.47 feet;

Thence North 01°03'01" East, a distance of 43.93 feet;

Thence North 11°46'58" East, a distance of 94.61 feet;

Thence South 89°24'53" East, a distance of 6.02 feet to the TRUE POINT OF BEGINNING.

Containing 2,821.47 square feet, more or less.

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 10-30-14
ARIZONA, U.S.A.

EXPIRES 6/30/16

10/30/14
LE #487-24
SE-Sec 16-ROW.doc

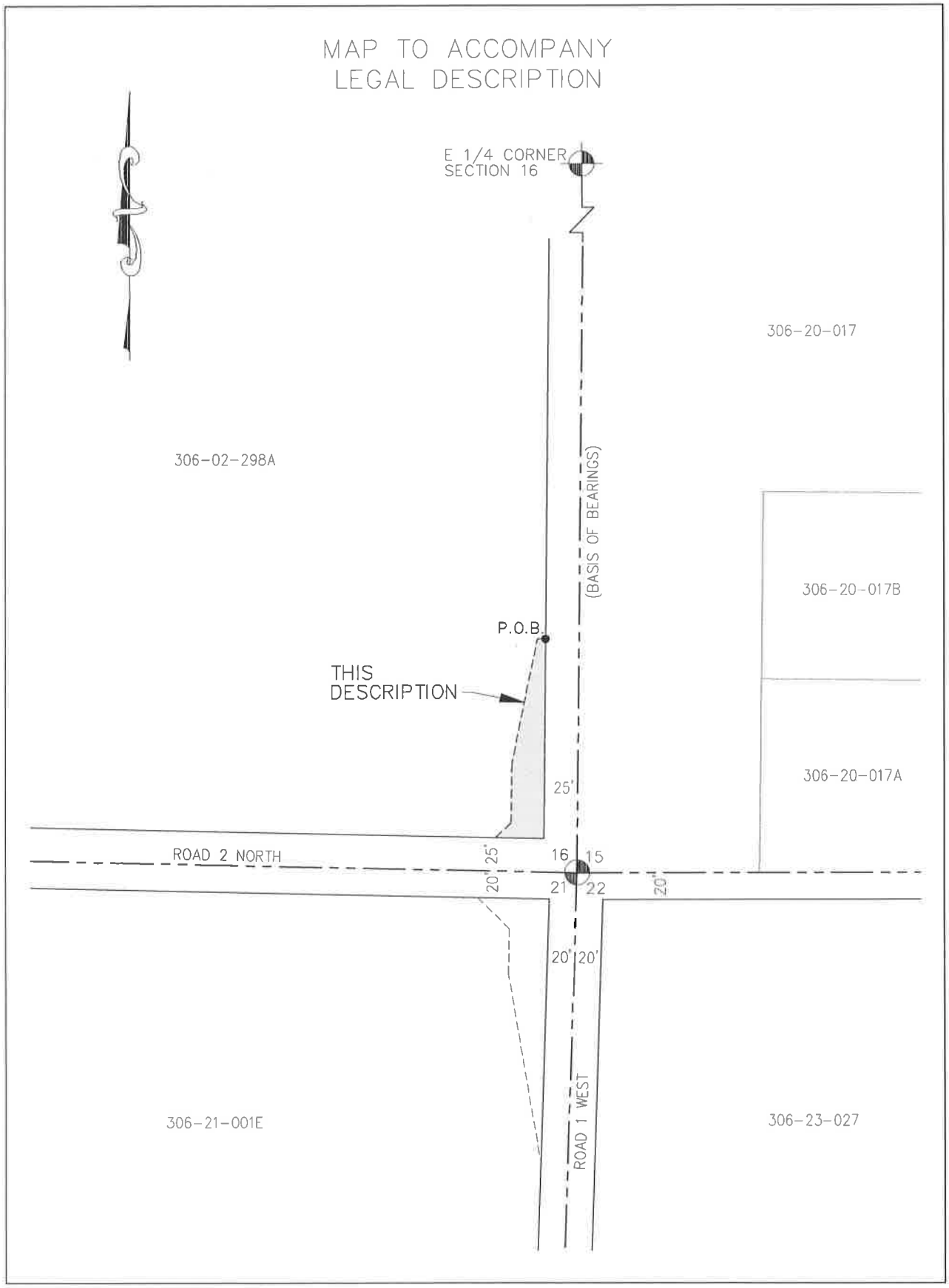

MAP TO ACCOMPANY
LEGAL DESCRIPTION
E 1/4 CORNER
SECTION 16
306-20-017
306-02-298A
(BASIS OF BEARINGS)
306-20-017B
P.O.B.
THIS
DESCRIPTION
306-20-017A
25'
ROAD 2 NORTH
25'
16
15
20'
21
22
20'
20'
20'
ROAD 1 WEST
306-21-001E
306-23-027

EXHIBIT B

Description of Temporary Construction Easement

LEGAL DESCRIPTION

All that portion of the Southeast Quarter of Section 16, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Southeast corner of Section 16, from which point the East Quarter corner of said Section 16 bears North 00°35'07" East, a distance of 2649.67 feet;

Thence North 00°35'07" East, along the east line of the Southeast Quarter of said Section 16, a distance of 173.10 feet;

Thence North 89°24'53" West, a distance of 25.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 2346 of Official Records, Page 679, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence continuing North 89°24'53" West, a distance of 6.02 feet

Thence South 11°46'58" West, a distance of 94.61 feet;

Thence South 01°03'01" West, a distance of 43.93 feet;

Thence South 47°15'03" West, a distance of 15.47 feet to a point on the northerly right of way line of Road 2 North as described in Book 2346 of Official Records, Page 679, Yavapai County Recorder's Office;

Thence North 88°42'44" West, along said northerly right of way line of Road 2 North, a distance of 28.77 feet;

Thence North 47°15'03" East, a distance of 27.62 feet;

Thence North 01°03'01" East, a distance of 37.28 feet;

Thence North 11°46'58" East, a distance of 112.92 feet;

Thence South 89°24'53" East, a distance of 22.45 feet to a point on said westerly right of way line of Road 1 West;

Thence South 00°35'07" West, along said westerly right of way line or Road 1 West, a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

Containing 3,603.05 square feet, more or less.

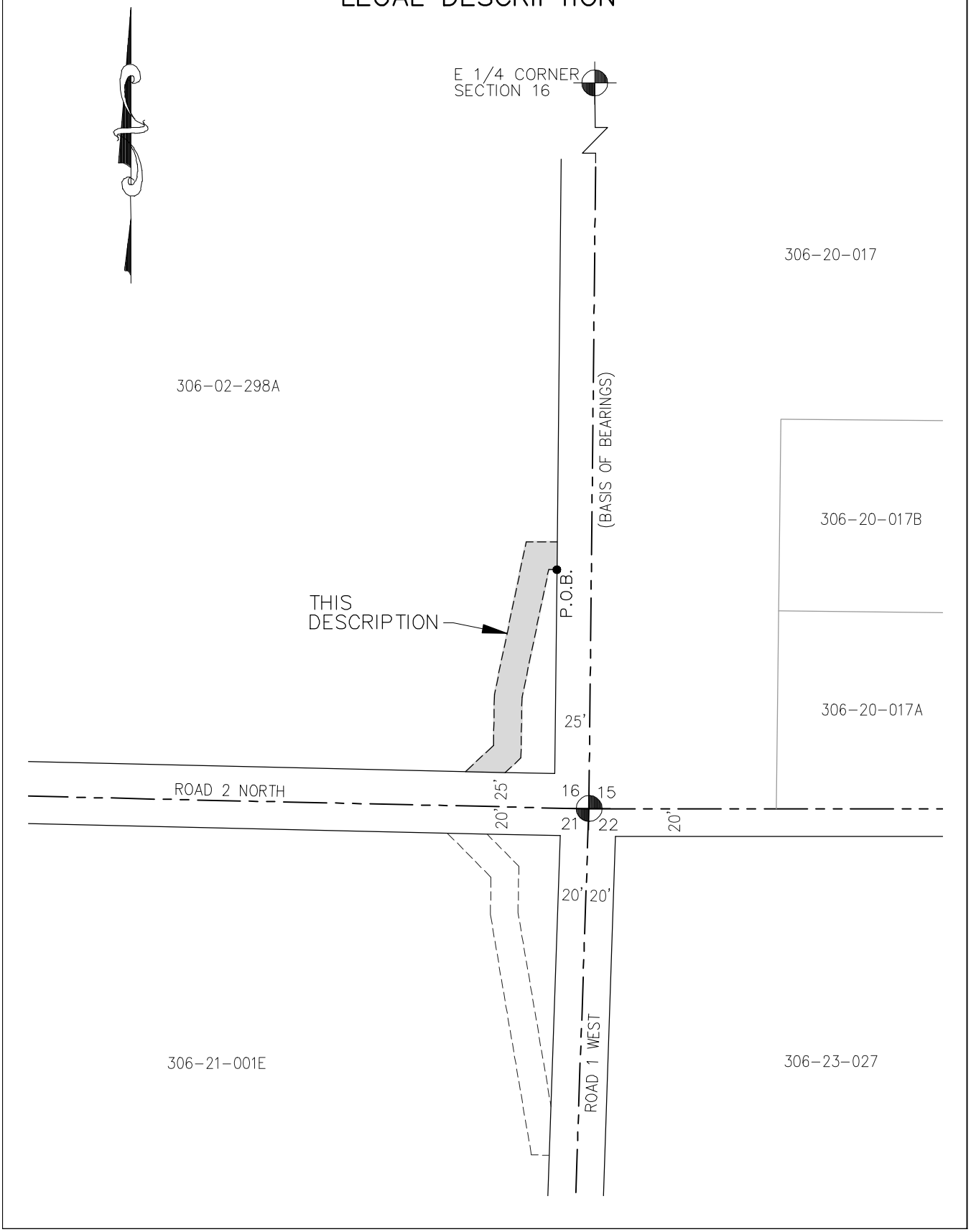
04/10/17
LE #487-24
SE-Sec 16-TCE.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 04-10-17
ARIZONA, U.S.A.

EXPIRES 6/30/19

MAP TO ACCOMPANY LEGAL DESCRIPTION



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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.d.**

Meeting Date:	04/25/2017
Contact Person:	Phyllis Smiley, Town Attorney
Department:	Town Attorney
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	Town Hall South, 202 N. SR 89

AGENDA ITEM TITLE:

Consideration and possible action to approve and authorize Mayor Croft to sign the Second Amendment to Wireless Communications Site Lease and Second Amendment to Memorandum of Lease Agreement, both related to a revised legal description for the Town Hall Lease and Landlord Estoppel Certificate and Agreement related to a transfer of ownership of the Town Hall Wireless Communications Tower.

RECOMMENDED ACTION:

Motion to approve and authorize Mayor Croft to sign the Second Amendment to Wireless Communications Site Lease and Second Amendment to Memorandum of Lease Agreement, both related to a revised legal description for the Town Hall Lease and Landlord Estoppel Certificate and Agreement related to a transfer of ownership of the Town Hall Wireless Communications Tower.

SITUATION AND ANALYSIS:

Issue Statement

The fencing for the Wireless communications tower at Town Hall is inconveniently located immediately adjacent to the parking lot. To remedy the situation, the Town requested a revised legal description that would move the fencing for the tower away from the parking lot by a few feet. SunState has agreed to the revised legal description that is set forth in the Amendments.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Attachments

2nd Amendment to Lease
2nd Amendment to Memorandum of Lease
Estoppel Certificate & Agreement
Survey - Existing
Survey - Proposed

SECOND AMENDMENT TO
WIRELESS COMMUNICATIONS SITE LEASE

This Second Amendment to Wireless Communications Site Lease ("Second Amendment") is entered into this ___ day of _____, 2017, by and between the Town of Chino Valley, a municipal corporation and political subdivision of the State of Arizona ("Chino Valley") and Sun State Towers III, LLC, a Delaware limited liability company ("Lessee").

WHEREAS, Chino Valley and Sun State Towers, LLC ("Original Lessee") entered into a Wireless Communications Site Lease dated May 12, 2015 (the "Original Lease"), whereby Chino Valley leased to Original Lessee certain Premises, therein described, that are a portion of the real property known as the Chino Valley Town Hall Site, located at 202 North State Route 89, Chino Valley, Arizona (the "TH Site") and a portion of the real property known as the Chino Valley Recreation Building Site located at 1615 North Road 1 East, Chino Valley, Arizona (the "RB Site"); and

WHEREAS, the Original Lease was amended by Chino Valley and Original Lessee on August 25, 2015, when the Parties approved the First Amendment to Wireless Communications Site Lease (the "First Amendment"; together with the Original Lease referred to herein as the "Lease"), revising the legal description and location of the utility easement necessary for Lessee's use of the RB Site under the Lease; and

WHEREAS, with the consent of Chino Valley, the Lease was assigned by Original Lessee to Lessee by Assignment and Assumption of Real Property Lease dated December 30, 2016 recorded December 30, 2016 as Record No. 2016-0066129 in the Office of the Yavapai County Recorder, specifically with regard to the RB Site; and

WHEREAS, by Amended and Restated Assignment and Assumption of Real Property Lease dated as of the date hereof, the Lease was assigned by Original Lessee to Lessee with regard to both the RB Site and the TH Site; and

WHEREAS, the lease area, the access easement and the utility easement necessary for Lessee's use of the TH Site under the Lease was legally described and depicted on the map attached to the Lease as Exhibit A-2; and

WHEREAS, Lessee desires and Chino Valley agrees to revise the location of the lease area, the access easement and the utility easement at the TH Site,

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chino Valley and Lessee agree as follows:

1. New Exhibit A-2. The Lease is hereby amended by replacing Exhibit A-2 thereto with the Exhibit A-2 (Revised) to revise the Lease Area Description, the Access Easement

Description and the Utility Easement Description and the map depicting the location of said areas. Exhibit A-2 (Revised) is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

TOWN OF CHINO VALLEY, a municipal corporation and political subdivision of the State of Arizona

By: _____
Darryl Croft, Mayor

Date: _____

Tax ID: _____

SUN STATE TOWERS III, LLC, a Delaware limited liability company

By: _____
Chad A. Ward, Chief Executive Officer

Date: _____

Tax ID: _____

Attest:

_____
Jami Lewis, Town Clerk

Approved as to Form:

_____
Phyllis Smiley, Town Attorney

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Subscribed and sworn to before me this ____ day of _____, 2017, by Chad A. Ward, Chief Executive Officer of Sun State Towers III, LLC, a Delaware limited liability company.

_____
Notary Public

My Commission Expires:

_____

2724216.3

EXHIBIT A-2 (Revised)

Chino Valley Town Hall Site – Legal Description and Survey

(Attached)

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI STATE OF ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 2,500 SQUARE FEET MORE OR LESS.

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SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

CONTAINING 5,876 SQUARE FEET MORE OR LESS.

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ALSO, BEGINNING AT SAID POINT "A"; THENCE NORTH 25°28'08" EAST, A DISTANCE OF 138.28 FEET; THENCE NORTH 60°12'28" WEST, A DISTANCE OF 22.73 FEET TO THE POINT OF TERMINUS.

CONTAINING 1,279 SQUARE FEET MORE OR LESS.

After recording, return to:
Sun State Towers III, LLC
1426 North Marvin Street, #101
Gilbert, Arizona 85233

SECOND AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT
(AZ09-007 Chino II)

THIS SECOND AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT (this "Second Amendment") is made effective as of _____ ____, 2017 (the "Effective Date"), by and between the TOWN OF CHINO VALLEY, a municipal corporation and political subdivision of the State of Arizona ("Chino Valley"), having an address at 202 North Highway 89, Chino Valley, AZ 86323, and SUN STATE TOWERS III, LLC, a Delaware limited liability company ("Lessee"), having an address at 1426 North Marvin Street, Gilbert, Arizona 85233.

BACKGROUND RECITALS

A. Chino Valley and Sun State Towers, LLC ("SST") entered into a Wireless Communications Site Lease dated May 12, 2015, as amended by a First Amendment to Wireless Communications Site Lease by and between Chino Valley and SST dated August 25, 2015, and as further amended by a Second Amendment to Wireless Communications Site Lease dated as of the date hereof by and between Chino Valley and Lessee (collectively, the "Lease").

B. The Lease relates to certain sites, including the Chino Valley Recreation Building Site (the "RB Site") and the Chino Valley Town Hall Site (the "TH Site").

C. A Memorandum of Lease Agreement was recorded on June 23, 2015 as Record No. 2015-0029256 in the Office of the Yavapai County Recorder, as amended by Memorandum of Amendment to Lease Agreement recorded November 2, 2015 as Record No. 2015-0052519 in the Office of the Yavapai County Recorder (together, the "Memorandum").

D. The Lease was assigned by SST to Lessee by Assignment and Assumption of Real Property Lease dated December 30, 2016 recorded December 30, 2016 as Record No. 2016-0066129 in the Office of the Yavapai County Recorder, specifically with regard to the RB Site.

E. The Lease was further assigned by SST to Lessee by Amended and Restated Assignment and Assumption of Real Property Lease dated as of the date hereof with regard to both the RB Site and the TH Site.

D. Chino Valley and Lessee now desire to amend the Memorandum in order to revise the legal descriptions for the TH Site.

OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Background Recitals are true and correct and are incorporated into this Second Amendment by this reference.

2. Defined Terms. Capital Terms not defined in this Second Amendment have the meanings assigned to them in the Lease.

3. Amendment to Memorandum. The legal descriptions of the TH Site annexed as Exhibit A-2 to the Memorandum are hereby deleted and replaced with the legal descriptions set forth on Exhibit A-2 (Revised) attached hereto and made a part hereof.

4. No Other Changes. Except as expressly amended herein, the other terms of the Memorandum shall remain in full force and effect, unaltered by this Second Amendment.

5. Counterparts. This Second Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed as of the date first above written.

TOWN OF CHINO VALLEY, a municipal corporation and political subdivision of the State of Arizona

By: _____
Darryl Croft, Mayor

Attest:

_____
Jami Lewis, Town Clerk

Approved as to Form:

_____
Phyllis Smiley, Town Attorney

[Signatures continued on the following page]

LESSEE:

SUN STATE TOWERS III, LLC, a Delaware limited liability company

By: _____
Chad A. Ward, Chief Executive Officer

STATE OF ARIZONA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2017, before me personally appeared Chad A. Ward, the Chief Executive Officer of SUN STATE TOWERS III, LLC, a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the foregoing document for the purposes therein stated.

[Seal]

_____
Notary Public, State of Arizona

_____
(print or type name)
Commission No._____
My Commission Expires: _____

EXHIBIT A-2 (Revised)

Chino Valley Town Hall Site

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CONTAINING 2,500 SQUARE FEET MORE OR LESS.

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LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT
(AZ09-007 Chino II)

THIS LANDLORD ESTOPPEL CERTIFICATE AND AGREEMENT (this "Agreement") is made as of _____, 2017 by the party identified as "Landlord" on the signature page hereof ("Landlord") for the benefit of SunState Towers LLC, an Arizona limited liability company ("Lessee") and Sun State Towers III, LLC, a Delaware limited liability company ("Buyer").

R E C I T A L S:

A. Lessee is the lessee of certain real property known as the Chino Valley Town Hall Site (the "TH Site") more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"), pursuant to that certain Wireless Communications Site Lease dated May 12, 2015, as amended by that certain First Amendment to Wireless Communications Site Lease dated August 25, 2015 (together, the "Lease"), by and between Landlord and Lessee, and is evidenced by a Memorandum of Lease, dated May 12, 2015, recorded on June 23, 2015 as Record No. 2015-0029256 in the Office of the Yavapai County Recorder and a Memorandum of Amendment to Lease Agreement dated August 25, 2015, recorded on November 2, 2015 as Record No. 2015-0052519 in the Office of the Yavapai County Recorder;

B. Pursuant to a Purchase and Sale Agreement dated September 21, 2016 between Lessee, as Seller, and Buyer (the "Purchase Agreement"), Lessee sold its interest in the Lease to Buyer; and

C. In connection with the transfer of the Lease to Buyer, Lessee and Buyer desire to have Landlord make certain certifications and agreements relating to the Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Landlord certifies and agrees as follows:

1. Consent. To the extent any consent is required, Landlord hereby consents to the acquisition by Buyer of Lessee's interest in the Lease.

2. Estoppel Certificate. Landlord certifies to Lessee and Buyer that the following statements are true as of the date hereof:

(a) Lessee is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit B) with respect to the TH Site;

(b) The Lease is in full force and effect, has not been assigned by Landlord to any other party and contains the entire agreement between Landlord and Lessee with respect to the Premises;

(c) Rent for the Premises is currently abated under the Lease until the completion of installation of the first wireless service provider on the TH Site; and

(d) No default exists under the Lease on the part of Lessee, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

3. Miscellaneous.

(a) This Agreement will be binding upon Landlord and its successors and assigns.

(b) This Agreement may not be amended or modified except by a written agreement executed by Landlord and Lessee.

[Signature page to follow.]

Executed as of _____, 2017.

LANDLORD:

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

By:_____
Name: _____
Title: _____

ACCEPTED BY:

LESSEE:

SUN STATE TOWERS, LLC, an Arizona limited liability company

By:_____
Chad A. Ward, Manager

BUYER:

SUN STATE TOWERS III, LLC, a Delaware limited liability company

By:_____
Ryan D. Lepene, Vice President

EXHIBIT A

DESCRIPTION OF PREMISES

LEASE AREA LEGAL DESCRIPTION

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CONTAINING 1,279 SQUARE FEET MORE OR LESS.

EXHIBIT B

[ATTACH COMPLETE COPY OF LEASE]

WIRELESS COMMUNICATIONS SITE LEASE

This Wireless Communications Site Lease ("Lease") is entered into this 12 day of MAY, 2015, by and between the Town of Chino Valley, a municipal corporation and political subdivision of the state of Arizona ("Chino Valley") and SunState Towers, an Arizona limited liability company ("Lessee").

RECITALS:

A. Chino Valley is the owner of those certain parcels of land located in the County of Yavapai, State of Arizona, commonly known as the Chino Valley Recreation Building and Chino Valley Town Hall.

B. The Chino Valley Recreation Building Site (the "RB Site") consists of approximately 250 square feet of area, is located at 1615 North Road 1 East in Chino Valley, Arizona and is more particularly described on **Exhibit A-1.**

C. The Chino Valley Town Hall Site (the "TH" Site) consists of approximately 250 square feet of area, is located at 202 N. State Route 89 in Chino Valley, Arizona and is more particularly described on **Exhibit A-2**. Collectively, the RB Site and the TH Site shall be referred to herein as the "Sites".

D. The access routes and utility easements necessary for Lessees' use under this Lease ("**Access Routes**") are depicted in the maps attached hereto as part of **Exhibits A-1 and A-2**. The Sites and Access Routes are collectively referred to hereafter as the **"Premises".**

E. Chino Valley desires to lease the Premises to Lessee and Lessee desires to lease the Premises from Chino Valley subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Term.

1.1 Commencement. The Lease shall commence upon the first day of the month in which Lessee starts construction on the Premises or December 1, 2015 whichever occurs earlier ("**Term Commencement Date**").

1.2 Term. The Lease shall be for a term of twenty-five (25) years ("**Term**") unless sooner terminated as provided herein.

1.3 Renewal. The Lease will automatically renew for up to five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein, unless sooner terminated as provided in this Lease. The Term and Renewal Terms may collectively be referred to as the "**Lease Term.**"

1.4 Holding Over. Any holding over after the expiration of the Lease Term, with the consent of Chino Valley, shall be construed to be a tenancy from month to month for which Chino Valley may, after reasonable notification of Lessee, impose a reasonable rental fee. The provisions of this Lease shall apply to any such holding over period.

1.5 Acceptance of Premises. By taking possession of the Premises, Lessee warrants that it has inspected the Premises and accepts the Premises in the condition existing as of the Commencement Date. Chino Valley makes no representation or warranty with respect to the condition of the Site. Chino Valley shall not be liable for any latent or patent defect in the Site that interferes with Lessee's use.

2. Consideration; Rent

2.1 Rent – RB Site. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Lessee shall pay to Chino Valley as rent for the RB Site seven hundred dollars ($ 700.00) per month ("RB Site Rent"). RB Site Rent for any fractional month at the beginning or at the end of a Term or a Renewal Term shall be prorated.

2.2 Rent – TH Site. Following the Term Commencement Date until completion of installation of the first wireless service provider on the TH Site ("WSP Install Date"), Lessee shall pay no rent for the TH Site. Lessee shall notify Chino Valley in writing within three (3) days of the WSP Install Date and, within fifteen (15) business days of the WSP Install Date and on the first day of each month thereafter, Lessee shall pay to Chino Valley as rent for the TH Site seven hundred dollars ($ 700.00) per month ("TH Site Rent"). TH Site Rent for any fractional month at the beginning or at the end of a Term or a Renewal Term shall be prorated.

2.3 Additional Rent for Co-locators.

2.3.1 RB Site. Lessee shall pay Chino Valley three hundred dollars ($300.00) in Additional Rent – RB Site for each subsequent co-locator to the site after the first, initial service provider locates on the RB Site. Additional Rent – RB Site shall begin with the first monthly rent payment after installation of a co-locator's facilities on the RB Site Tower.

2.3.2 TH Site. Lessee shall pay Chino Valley three hundred dollars ($300.00) in Additional Rent – TH Site for each subsequent co-locator to the site after the first, initial service provider locates on the TH Site. Additional Rent – TH Site shall begin with the first monthly rent payment after installation of a co-locator's facilities on the TH Site Tower.

2.4 Adjustment. Rent shall be increased by ten percent (10%) on the first month of each five-year renewal term. Rent shall be payable to the Town of Chino Valley, Chino Valley Town Hall, 202 North State Route 89, Chino Valley, Arizona 86323; Attention: Town Financial Services Director. All of Lessee's monetary obligations set forth in this Agreement are conditioned upon Lessee's receipt of an accurate and executed W-9 Form from Chino Valley.

2.5 Additional Consideration. As additional consideration for this Lease, in lieu of rental payments at the TH Site until installation of a wireless service provider, Lessee shall construct and install for the benefit of Chino Valley, certain communications equipment on the Sites ("Town Facilities") and in the locations approved by Lessee and Chino Valley, as more particularly described on **Exhibit B**.

3. Permissible Use.

3.1 In General. During the Lease Term and subject to the terms and conditions of this Lease, Lessee may use the Premises for any lawful activity in connection with provision of wireless communications services, including without limitation, the transmission and reception of wireless communication signals and the construction, maintenance and operation of related communication facilities. All activities conducted pursuant to the Lease shall comply with applicable federal and state laws for the construction, operation and maintenance of wireless communication facilities (the "WCFs").

3.2 Other Lease Approvals; Cooperation. Lessee shall be responsible for obtaining and maintaining during Lease Term all insurance, certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for the use of the Site and the conduct of its business related to the Premises. Chino Valley agrees to cooperate with Lessee in its effort to obtain such approvals and will take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Lessee, unless required to do so by law or regulation or to protect public health, safety or welfare.

3.3 Compliance with Laws. Lessee shall comply with all applicable laws, including but not limited to zoning and environmental laws relating to its use and possession of the Premises.

4. Improvements.

4.1 Lessee Facilities. Lessee has the right, at Lessee's sole cost and expense, to construct, maintain, install, repair, secure, replace, remove and operate on the Premises wireless communications facilities, including but not limited to a foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), and/or air conditioned equipment room, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures, and security fencing ("**Lessee Facilities**"), as generally described in **Exhibit C**, attached hereto and incorporated by reference.

4.2 Utility Lines. Lessee at its own expense shall install utility lines to the Site necessary for Lessee Facilities and consistent with approval of the utility company.

4.3 Construction. All Lessee Facilities shall be constructed and installed at Lessee's sole cost and expense. Lessee shall obtain Chino Valley's prior approval of construction plans and specifications for such construction, which shall not be unreasonably withheld. All Lessee Facilities shall be constructed or installed in compliance with and specifications of plans approved by Chino Valley and in compliance with applicable federal and

state laws for the construction of WCFs. Within thirty (30) days after completion of construction, Lessee shall provide Chino Valley with as-built drawings of the Lessee Facilities.

4.4 Construction Bond. Lessee shall, prior to commencing any construction on the Premises, post a payment bond in an amount equal to one hundred percent (100%) of the cost of construction with a surety company reasonably acceptable to Chino Valley, assuring that the improvements will be constructed without the attachment of any construction liens.

4.5 Title. Title to the WCFs and any equipment placed on the Site by Lessee shall be held by Lessee or its lenders or assigns and are not fixtures, unless abandoned with permission of Lessee pursuant to Paragraph 4.8 (Removal or Abandonment).

4.6 Replacement or Upgrades, and New Facilities. Lessee shall notify Chino Valley prior to replacing, upgrading, or relocating Lessee Facilities or adding new facilities which are greater in number or materially larger in size than existing Lessee Facilities (the "New Facilities"). Lessee may replace, upgrade, or relocate Lessee Facilities on the Site or add New Facilities on the Site provided that: i) any change is approved in writing by Chino Valley, which approval shall not be unreasonably withheld, conditioned, or delayed; ii) Lessee obtains any other approval required by this Lease, the Town of Chino Valley Municipal Code, Unified Development Ordinance or any other Town Codes or Ordinances in effect at the time of the improvements; iii) Such changes do not materially interfere with any other existing uses; iv) the parties agree upon any additional rent if required for New Facilities; and v) a Lease Amendment is executed in the case of any New Facilities. Approved replacements and upgrades and approved New Facilities shall become part of Lessee Facilities as that term is used herein.

4.7 Like-for-Like Equipment Modifications. "Like-for-Like Equipment Modification" means removal of Lessee's equipment installed at the Premises, ("Old Equipment"), and replacing the same with new equipment ("Replacement Equipment"). Lessee shall be permitted to make "Like-for-Like Equipment Modifications" without Chino Valley's approval thereof conditioned upon any extension of the remaining Term of the applicable Supplement to this Lease or other change to the terms and conditions of such Supplement (including the terms and conditions of this Lease).

4.8 Removal or Abandonment. Unless Chino Valley in writing allows Lessee to abandon the Lessee Facilities in place, Lessee at its sole expense shall remove the Lessee Facilities to a depth of five feet (5') below grade on or before the expiration or earlier termination of this Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other facilities or operations on the Premises. Lessee shall repair any damage to the Premises caused by such removal to the reasonable satisfaction of Chino Valley. Title to any Lessee Facilities which are abandoned in place with the written permission of Chino Valley shall be deemed transferred to Chino Valley without compensation to Lessee. Said abandoned Lessee Facilities shall thereafter be the sole property of Chino Valley.

5. Maintenance. Lessee at its own expense shall maintain the Premises and its Lessee Facilities in good repair and in a manner suitable to Chino Valley so as not to conflict with any adjacent Chino Valley operations. Lessee shall have sole responsibility for the

maintenance, repair, and security of its Lessee Facilities for the purpose of which Chino Valley grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which interfere with or fall upon the Town Facilities or the Premises. Lessee is not responsible for reasonable wear and tear or damage from casualty and condemnation.

6. Access and Utilities.

6.1 Access to Site. Chino Valley shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Site twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessee shall comply with reasonable security requirements of Chino Valley related to accessing the Site.

6.2 Non-Exclusive Access Routes. Lessee, its agents, employees and contractors, shall have a non-exclusive right and easement for pedestrian and vehicular ingress and egress across, and Lessee shall have an easement for utility lines to access the Site via the Access Routes described or depicted generally in Exhibits A-1 and A-2. Chino Valley and Lessee each shall conduct operations within the Access Routes so as to cause minimal or no interference to others.

6.3 Maintenance of Roadways. Chino Valley shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Chino Valley shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.

6.4 Payment of Utilities. Lessee shall, at its own expense, install separate meters for electricity and other utilities necessary for Lessee Facilities and shall timely pay all utility charges associated therewith.

6.5 Additional Conduit. As additional consideration for this Lease, Lessee at its own expense shall install additional conduit to the Site for possible future co-location of another wireless communications facilities provided on or near the Site. Such additional conduit shall be constructed pursuant to plans approved by Chino Valley and title shall be transferred to Chino Valley upon final acceptance. The additional conduit is generally described as set forth in **Exhibit C-1.**

7. Interference.

7.1 Interference with Existing Uses. Lessee acknowledges that Chino Valley conducts municipal activities including but not limited to office and recreational activities adjacent to or near the Premises. Lessee's installation, operation and maintenance of Lessee Facilities shall not damage or interfere in any way with existing Chino Valley operations or related activities or other existing lessee or licensee activities. Lessee agrees to cease all such actions which materially interfere with existing activities upon written notice of such interference; provided, however, in such case Lessee shall have the right to terminate the Lease.

7.2 Interference and New Uses. Subsequent to the installation of the Lessee Facilities, Chino Valley will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Premises or property contiguous thereto owned or controlled by Chino Valley, if such modifications are likely to cause a material interference with Lessee's operations. In the event interference occurs, Chino Valley agrees to use best efforts to eliminate any material interference within a reasonable time period. Chino Valley's failure to comply with this Paragraph shall be a material breach of this Lease.

8. Fees and Taxes. Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises. Lessee shall pay all real and personal property taxes assessed against the Lessee Facilities. Chino Valley shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease.

9. Assignment and Subletting.

9.1 Sublease. Lessee may sub-lease any portion of its Lessee Facilities or the Site to other wireless communications facility providers (a "**Co-locator**" or collectively the "**Co-locators**") without Chino Valley's written consent, so long as Lessee notifies Chino Valley by certified mail not less than thirty (30) days prior to such sub-lease becoming effective. Said notice shall include the Co-locator's name, contact person, address, telephone number and other contact information. In the event of a sublease, Lessee shall remain fully liable for all obligations and liabilities under this Lease, and for all actions of all Co-locators related to this Lease unless Chino Valley enters into a separate agreement with the Co-locator. Nothing herein shall be construed to authorize any facilities other than the approved Lessee Facilities. Co-locators shall only modify the Lessee Facilities, Town Facilities, install utilities on, in, and to the Site and to erect additional improvements on the Premises, including, but not limited to antennas, dishes, cabling, additional buildings or shelters ancillary to the Intended Use as approved by Chino Valley in writing, prior to said modification. Co-locators will be entitled to all rights of ingress and egress to the Site.

9.2 Assignment. Lessee may assign the Lease to another company, with Chino Valley's written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, Lessee may i) assign or transfer this Lease to a financially viable parent, subsidiary, or affiliate, without Chino Valley consent, and, ii) Lessee may assign the Lease to a commercial lending institution solely as security for financing purposes without Chino Valley consent. In the event of an assignment, Assignee shall assume all obligations and liabilities of Lessee, known and unknown, under the Lease arising both before and after the assignment date.

9.3 In the event of Bankruptcy. Any person or entity to which this Lease is assigned or transferred as part of any bankruptcy proceeding shall be deemed without further act to have assumed all of the liabilities and obligations of Lessee arising under this Lease on and after the date of such assignment. Any such assignee or transferee shall upon demand execute and deliver to Chino Valley an instrument confirming such assumption or transference. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment or transference shall be paid to Chino Valley, shall be the exclusive property of

Chino Valley, and shall not constitute "property" of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Chino Valley's property under the preceding sentence not paid or delivered to Chino Valley shall be held in trust for the benefit of Chino Valley and be promptly paid to Chino Valley.

10. Default and Remedies.

10.1 Default by Lessee. Lessee shall be deemed in default of this Lease if either of the following occurs:

10.1.1 Lessee fails to pay any rent amounts when due as required by any supplements or amendments to this Lease and does not cure such default within ten (10) days of receipt of written notice from Chino Valley; or

10.1.2 If Lessee fails to comply with the performance of any other covenant or condition of this Lease, including construction and installation of the facilities set forth in Exhibits B and C to this Lease and does not cure such other default within thirty (30) days after written notice from Chino Valley specifying the default complained of, unless such default cannot reasonably be cured within thirty (30) days, in which case Lessee will not be in default as long as Lessee commences to cure the default within the thirty (30) days and diligently pursues such cure to completion; or

10.1.3 If Lessee abandons or vacates the Premises for a continuous period of four (4) months or longer; or

10.1.4 If Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors.

10.2 Chino Valley's Remedies in Event of Lessee Default. In the event of a default by Lessee, Chino Valley shall notify Lessee, in writing, of said default. If Lessee fails to cure within thirty (30) days after the date of the notice, or in such other applicable time period as outlined above, in addition to and not exclusive of any other remedy available to Chino Valley by operation of law, Chino Valley shall have the right, at its option, to terminate the Lease in which event Lessee shall immediately remove the Lessee Facilities and pay Chino Valley a sum of money equal to the total of: (i) the total amount necessary to construct and install any and all facilities required pursuant to this Lease; and (ii) any other amount necessary to compensate Chino Valley for all actual damages by Lessee's failure to perform its obligations under the Lease.

10.3 Cure by Chino Valley. In the event of any default of this Lease by Lessee, Chino Valley may at any time, after notice, cure the default for the account of and at the expense of the Lessee. If Chino Valley is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Chino Valley's rights under this Lease, the sums so paid by Chino Valley, with all interest, costs and damages shall be deemed to be due from the Lessee to Chino Valley on the first day of the month following the incurring of the respective expenses.

10.4 Default by Chino Valley. Chino Valley shall be in default if Chino Valley fails to comply with the performance of any covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Lessee specifying the default complained of, unless such default cannot reasonably be cured within thirty (30) days, in which case Chino Valley will not be in default as long as Chino Valley commences to cure the default within the thirty (30) days and diligently pursues such cure to completion. In the event of a Chino Valley default and failure to cure, Lessee may terminate this Lease upon written notice to Chino Valley and shall immediately remove the Lessee Facilities as set forth in Paragraph 4.8.

11. Voluntary Termination.

11.1 Voluntary Termination by Lessee. This Lease may be terminated by Lessee without further liability on ninety (90) days prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating the Lessee Facilities or using the Premises in the manner intended by Lessee; (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or if Lessee otherwise determines, within its sole discretion, that it will be unable to use the Premises for Lessee's intended purpose.

11.2 Voluntary Termination by Chino Valley. At any time after the Term (year 26 or subsequent), this Lease may be terminated by Chino Valley without further liability to Lessee upon one year's prior written notice to Lessee.

12. Damage or Destruction of Lessee Facilities. If the Lessee Facilities or any portion of the Lessee Facilities are destroyed or damaged so as to materially interfere with effective use of the Lessee Facilities through no fault or negligence of Lessee, Lessee may elect to terminate this Lease upon ninety (90) days' written notice to Chino Valley. In such event, Lessee shall promptly remove the Lessee Facilities from the Premises as set forth in Paragraph 4.8 and this Lease (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the same. Chino Valley shall have no obligation to repair any damage to any portion of the Premises.

13. Condemnation. If the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Lessee, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and Chino Valley shall receive full amount of such award. Lessee shall hereby expressly waive any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Chino Valley, Lessee shall have the right to claim and recover from the condemning authority, but not from Chino Valley, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving or removing its equipment, personal property, and leasehold improvements.

14. Indemnity.

14.1 Disclaimer of Liability. Chino Valley shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Premises, unless such injury or damage is caused by the negligence of Chino Valley or Chino Valley's employees.

14.2 Indemnification. Lessee shall, at its sole cost and expense, indemnify and hold harmless Chino Valley and all associated, affiliated, allied and subsidiary entities of Chino Valley, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

14.2.1 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

14.2.2 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Chino Valley, Lessee shall cause such claim or lien covering Chino Valley's property to be discharged or bonded within thirty (30) days following such request.

14.2.3 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Arizona or United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise.

14.2.4 Lessee's obligation to indemnify Indemnitees under this Lease shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees.

14.3 Nothing herein shall be construed to waive Lessee's rights to seek recovery against Chino Valley for Chino Valley's gross negligence other than lost profits or revenues caused to Lessee's operations, or to seek recovery against third persons for any damages caused to property or injury to persons, in, upon or about the Premises by such other persons.

14.4 Assumption of Risk. Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee Agents"), all risk of dangerous conditions, if any, on or about the Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's negligence) arising out of the Lessee Agent's installation, operation, maintenance, condition or use of the Premises or Lessee Agent's failure to comply with any federal, state or local statute, ordinance or regulation.

14.5 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and Chino Valley; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Chino Valley and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

14.6 Notice, Cooperation and Expenses.

14.6.1 Chino Valley shall give Lessee prompt notice of the making of any claim or commencement of any action, suit or other proceeding covered by the provisions of this Paragraph. Nothing herein shall be deemed to prevent Chino Valley from cooperating with Lessee and participating in the defense of any litigation by Chino Valley's own counsel. Lessee shall pay all expenses incurred by Chino Valley in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Chino Valley's attorney, and the actual expenses of Chino Valley's agents, employees or expert witnesses, and disbursements and liabilities assumed by Chino Valley in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Chino Valley by Lessee.

14.6.2 If Lessee requests Chino Valley assist it in such defense then Lessee shall pay all expenses incurred by Chino Valley in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered

by the Chino Valley's attorney, and the actual expenses of Chino Valley's agents, employees or expert witnesses, and disbursements and liabilities assumed by Chino Valley in connection with such suits, actions or proceedings.

15. Insurance.

15.1 Coverage. During the term of the Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance.

15.1.1 Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars ($100,000) for each accident.

15.1.2 Comprehensive commercial general liability insurance with minimum limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

15.1.3 Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Lessee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

15.1.4 At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

15.1.5 Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.

15.1.6 All policies other than those for Worker's Compensation shall be written on an occurrence and not on a "claims made" basis.

15.1.7 The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

15.2 Additional Insureds. All policies, except for business interruption and worker's compensation policies, shall name Chino Valley and its agents as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

> In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

15.3 Evidence of Insurance. Current certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this Paragraph shall be filed and maintained with Chino Valley within thirty (30) days of the Term Commencement Date and within ten (10) days of any renewal or change in such policies. If Chino Valley is not provided current certificates and must request an updated certificate, Lessee shall pay an administrative fee of twenty-five dollars ($25.00) for each certificate so requested.

15.4 Notice of Claims. Lessee shall immediately advise Chino Valley of any claim or litigation that may result in liability to Chino Valley.

15.5 Cancellation of Policies of Insurance. Lessee shall endeavor to include the following endorsement in all insurance policies maintained pursuant to this Lease:

> At least sixty (60) days prior written notice shall be given to Chino Valley by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties to the Lease.

15.6 Insurance Companies. All insurance shall be affected under valid and enforceable policies, insured by insurers licensed to do business by the State of Arizona, with an A+, AAA or better rating in "A. M. Best Insurance Guide."

15.7 Contractors. Lessee shall require that each and every contractor and subcontractor who performs work on the Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Lessee is required to obtain under the terms of this Paragraph with appropriate limits of insurance.

16. Regulated/Hazardous Substances Indemnification.

16.1 Lessee Inspections and Testing. During the Due Diligence Period (prior to leasing the Premises) Lessee shall conduct such inspections and testing as it deems necessary to determine that there are no pre-existing Regulated Substances as defined herein on the Premises.

16.2 Applicable Laws. Lessee recognizes that assuring protection of public health, welfare and the environment from activities upon the Premises during the Lease Term is an important consideration for Chino Valley and during the Lease Term the federal, state and local laws, rules, regulations and ordinances relating to pollution, protection of the environment, public health, safety or industrial hygiene (hereinafter referred to as the "**Applicable Laws**") will change. Lessee warrants that throughout the Lease Term, Lessee will maintain compliance with all Applicable Laws.

16.3 Regulated Substances. Lessee further warrants, unless disclosed and agreed to by Chino Valley, that no liquid, solid, semi-sold or gaseous Regulated Substances as defined herein which are, or during the Lease Term may become, subject to regulation under Applicable Laws, other than diesel fuel, will be used on the Premises. **"Regulated Substances"** include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. § 8909, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et. seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. § 49-921, *et seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. § 49-101 *et seq.*; and the rules and regulations adopted and guidelines promulgated pursuant to the Applicable Laws.

16.4 Discharges and Emissions. In addition to the other requirements of this Paragraph 16, Lessee shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance if such substance (as reasonably determined by Chino Valley, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect: i) the environment, ii) the health, welfare or safety of persons whether located on the Premises or elsewhere, or iii) the condition, value, use or enjoyment of the Premises or any other real or personal property.

16.5 Permits. Lessee has or will timely obtain, maintain and comply with all provisions of all permits, licenses and other authorizations which are required under the Applicable Laws (hereinafter referred to as the "**Permits**").

16.6 Notices Required. Lessee shall immediately notify Chino Valley, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the applicable laws or permits of this section. Lessee shall also immediately notify Chino Valley orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with Applicable Laws, Permits or the provisions of this section, or which may give rise to any

common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.

16.7 Chino Valley Inspections. Chino Valley, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the Premises and to review and copy documents, records, and data maintained by Lessee relating to substances used and stored on the Premises or disposed of, released or otherwise removed from the Premises, in order to assure itself that Lessee is in compliance with the provisions of this Paragraph 16. In addition, Chino Valley shall have the right, at its expense, to perform periodic environmental inspections as Chino Valley deems necessary using the services of a qualified and duly licensed environmental engineers approved by Lessee whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as Chino Valley deems necessary to assure itself that Lessee is in compliance with the provisions of this Section.

16.8 Reimbursement of Chino Valley Costs; Remediation. In the event the results of the inspection indicate a need for further testing and/or remediation as a result of Lessee's use of the Premises in order to comply with ADEQ or EPA remediation standards or guidelines, then Lessee hereby agrees to reimburse Chino Valley for its reasonable inspection costs and to pay for such additional testing and remediation as will be required as a consequence of Lessee's use of the Premises. Should remediation be required as a consequence of Lessee's use of Premises, Lessee shall immediately undertake such remediation as is necessary to restore the condition of the Premises and shall diligently pursue such work to completion. Lessee's failure to timely perform its obligations under this Paragraph shall be considered a material breach of this Lease, and Lessee's obligations under this Paragraph shall continue beyond the expiration or termination hereof. Nothing in this Paragraph shall constitute a waiver of any right of Lessee, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Premises.

16.9 Termination. Any instance of non-compliance with Applicable Laws, Permits or the provisions of this Paragraph shall be grounds for immediate termination of this Lease by Chino Valley.

16.10 Indemnification. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and hold Chino Valley harmless for any costs of legally required remediation of environmental contamination and from any claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Lessee's present or future use of, or activities or operations on or at, the Premises, or arising from or relating to any breach of the provisions of this Paragraph. Lessee also agrees to indemnify and hold Chino Valley harmless any costs and expenses incurred in connection therewith, including without limitation, any attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Lessee's use of the Premises. These indemnities shall survive the termination of this Lease.

17. Title and Quiet Enjoyment.

17.1 Chino Valley represents and warrants that (i) it has full right, power, and authority to execute this Lease and (ii) Lessee may peacefully and quietly enjoy the Premises and such access thereto, provided that Lessee is not in default hereunder after notice and expiration of all cure periods.

17.2 Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Chino Valley.

18. Waiver of Chino Valley's Lien. Chino Valley hereby waives any and all lien rights it may have, statutory or otherwise concerning the Lessee Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Chino Valley gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Chino Valley's consent. Any Mortgagee shall contact Chino Valley prior to removal and Chino Valley may require Mortgagee to indemnify Chino Valley for any damages caused to the Premises.

19. Notices. All notices, requests, demands and other communications under this Lease shall be in writing and deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Lessee to:	With a copy to:
Sun State Towers, LLC 1426 North Marvin Street #101 Chino Valley, AZ 85233 Attn: Land Management Telephone: Fax: Email:	Attention: Fax:

If to Chino Valley	With a copy to:
Town Manager Chino Valley Town Hall 202 North State Route 89 Chino Valley, AZ 86323 Telephone: 928-636-2646 Fax: 480-503-6404	Town Attorney Curtis, Goodwin, Sullivan, Udall & Schwab, PLC 501 East Thomas Road Phoenix, AZ 85012 Attention:

Chino Valley or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

20. Miscellaneous Provisions.

20.1 Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but either shall have the right to enforce such rights at any time. The receipt of any sum paid by Lessee to Chino Valley after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

20.2 Attorney's Fees. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

20.3 Severability. If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20.4 Survival. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive, including, but not limited to, Paragraphs 10 (Default and Remedies), 11 (Voluntary Termination), 12 (Damage or Destruction of Lessee Facilities), 13 (Condemnation), 14 (Indemnity), 15 (Insurance) and 16 (Regulated/Hazardous Substances; Indemnification).

20.5 Laws of Arizona. This Lease shall be governed under the laws of Arizona, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

20.6 Memorandum of Agreement. A Memorandum of Agreement in the form attached hereto as **Exhibit D** may be recorded by Lessee confirming the (i) effectiveness of this Lease, (ii) expiration date of the Lease Term, (iii) the duration of any Renewal Terms, (iv) and/or other reasonable terms consistent with this Lease.

20.7 Entire Agreement. This Lease constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

21. Conflict of Interest: Chino Valley may cancel this Lease pursuant to A.R.S. § 38-511 (conflict of interest), as may be amended from time to time. In the event Chino Valley elects to exercise its rights thereunder, Chino Valley agrees to immediately give notice thereof to Lessee.

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date first above written.

CHINO VALLEY:

a municipal corporation and political subdivision of the State of Arizona

By: _____
Chris Marley, Mayor

Date: MAY 12, 2015

Tax ID: 86-02-56834

Attest:

_____
Jami Lewis, Town Clerk

Approved as to Form:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorney
By: Phyllis Smiley

LESSEE:

SunState Towers, an Arizona limited liability company

By: _____
Chad Ward, President

Date: 6/16/15

Notary Public State of Arizona
Maricopa County
Carrie Peterson
My Commission Expires 07/23/2018

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Subscribed and sworn to before me this 16 day of June, 2015, by Chad A. Ward, President of SunState Towers LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:

07/23/2018

EXHIBITS

The following exhibits are attached to this Wireless Communications Site Lease and incorporated herein by this reference:

Exhibit A-1 Description and Depiction of Chino Valley Recreation Center Site (including access easements)
Exhibit A-2 Description and Depiction of Chino Valley Town Hall Site (including access easements)
Exhibit B Consideration
Exhibit C Lessee Facilities
Exhibit C-1 Additional Conduit to Site
Exhibit D Memorandum of Lease

EXHIBIT A-1

Description and Depiction of Chino Valley Recreation Building Site

(Including Access Easements)

(Attached)

The Site is described and/or depicted as follows (metes and bounds description):

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET; THENCE SOUTH 89°46'38" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'38" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°13'22" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°46'38" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

UTILITY EASEMENT LEGAL DESCRIPTION

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 885.92 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 168.32 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 234.03 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

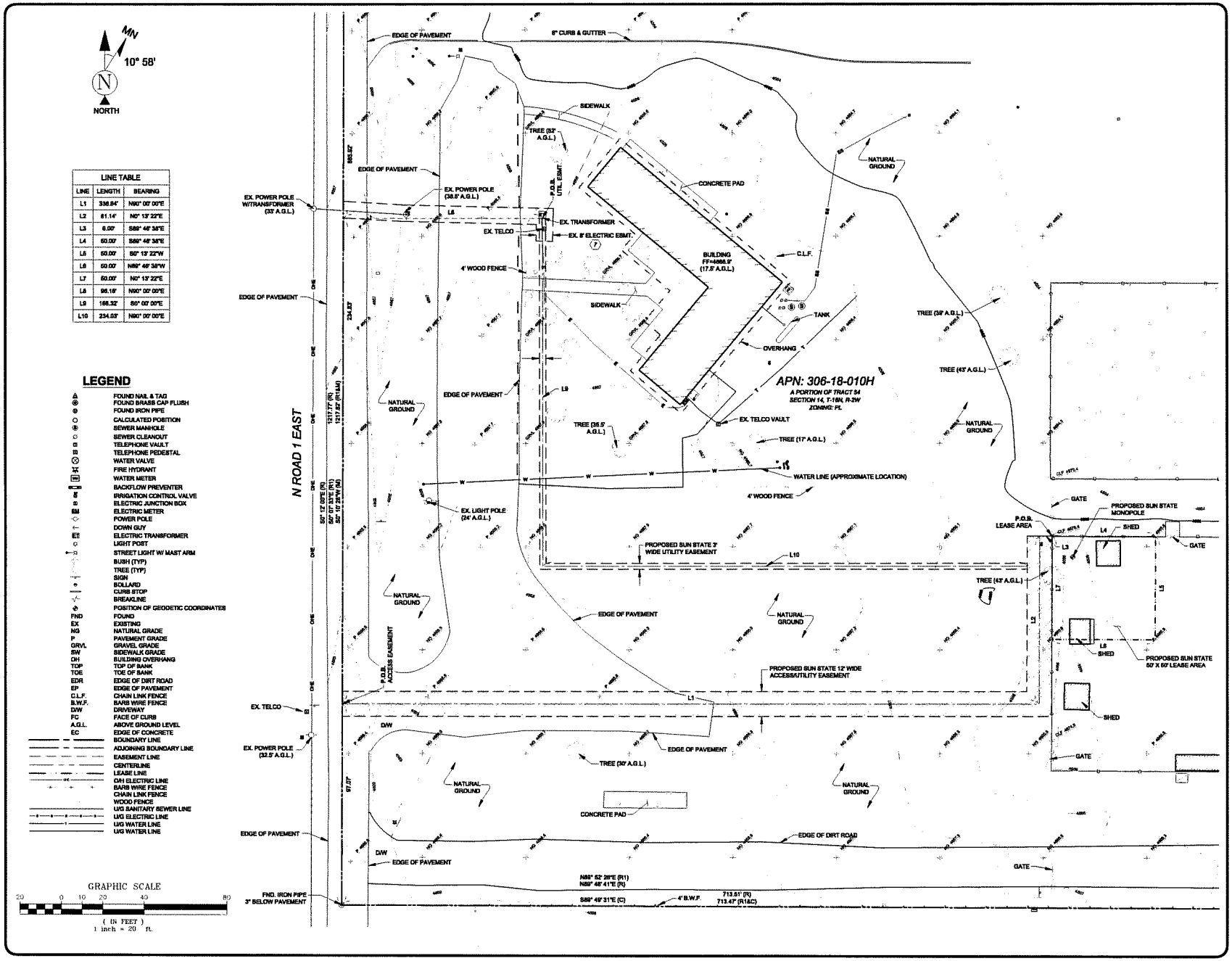
Map of the Recreation Building Site

The Recreation Building Site is depicted as follows:

[ATTACH A DRAWING OF THE SITE AND SEPARATELY IDENTIFY UTILITY ACCESS ROUTES AND VEHICULAR ACCESS ROUTES]

Notes:

1. Lessee may replace this Exhibit with a survey of the Site once Lessee receives it.
2. Lessee Facilities shall comply with setback requirements of Chino Valley and any other applicable governmental authorities.
3. The access road's width will be the width required by Chino Valley, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.



LINE TABLE		
LINE	LENGTH	BEARING
L1	336.84'	N90° 00' 00"E
L2	81.14'	N0° 13' 22"E
L3	8.00'	S89° 46' 38"E
L4	50.00'	S89° 46' 38"E
L5	50.00'	S0° 13' 22"W
L6	50.00'	N89° 46' 38"W
L7	50.00'	N0° 13' 22"E
L8	96.16'	N90° 00' 00"E
L9	166.32'	S0° 00' 00"E
L10	234.03'	N90° 00' 00"E

LEGEND

- FOUND NAIL & TAG
- FOUND BRASS CAP FLUSH
- FOUND IRON PIPE
- CALCULATED POSITION
- SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE VAULT
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- BACKFLOW PREVENTER
- IRRIGATION CONTROL VALVE
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- POWER POLE
- DOWN GUY
- ELECTRIC TRANSFORMER
- LIGHT POST
- STREET LIGHT W/ MAST ARM
- BUSH (TYP)
- TREE (TYP)
- SIGN
- BOLLARD
- CURB STOP
- BREAKLINE
- POSITION OF GEODETIC COORDINATES
- FND FOUND
- EX EXISTING
- NG NATURAL GRADE
- P PAVEMENT GRADE
- GRVL GRAVEL GRADE
- SW SIDEWALK GRADE
- OH BUILDING OVERHANG
- TOP TOP OF BANK
- TOE TOE OF BANK
- EDR EDGE OF DIRT ROAD
- EP EDGE OF PAVEMENT
- C.L.F. CHAIN LINK FENCE
- B.W.F. BARB WIRE FENCE
- D/W DRIVEWAY
- FC FACE OF CURB
- A.G.L. ABOVE GROUND LEVEL
- EC EDGE OF CONCRETE
- BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE
- LEASE LINE
- O/H ELECTRIC LINE
- BARB WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- U/G SANITARY SEWER LINE
- U/G ELECTRIC LINE
- U/G WATER LINE
- U/G WATER LINE

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

SITE NAME:
AZ09-006
CHINO VALLEY 1

SITE ADDRESS:
1815 N ROAD 1 E
CHINO VALLEY, AZ 86323

SUBMITTALS			
NO.	BY	DATE	SUBMITTAL
1	MJG	07/18/14	PRELIM SUBMITTAL
2	MJG	07/23/14	UTILITY LOCATE
3	MJG	09/30/14	FINAL SUBMITTAL
4	MJG	04/27/15	REVISED SITE

TERRAMARK LAND SURVEYING
1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85085
P. 480-440-1748 F. 623-777-1782
www.terramarksurveying.com

EXPIRES 03/31/17

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1403061	MJG	MJG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

EXHIBIT A-2

Description and Depiction of Chino Valley Town Hall Site

(Including Access Easements)

(Attached)

The Site is described and/or depicted as follows (metes and bounds description):

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°04'34" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 60°04'34" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29°55'26" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT LEGAL DESCRIPTION

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 4.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°12'12" EAST, A DISTANCE OF 179.60 FEET TO A POINT HERON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 63°12'12" EAST, A DISTANCE OF 98.78 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND AND TO THE POINT OF TERMINUS.

ALSO, BEGINNING AT SAID POINT "A"; THENCE NORTH 25°28'08" EAST, A DISTANCE OF 138.28 FEET; THENCE NORTH 60°12'28" WEST, A DISTANCE OF 22.73 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

ACCESS EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'27" WEST, A DISTANCE OF 273.19 FEET; THENCE SOUTH 29°36'38" WEST, A DISTANCE OF 154.31 FEET; THENCE SOUTH 59°57'23" EAST, A DISTANCE OF 43.86 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

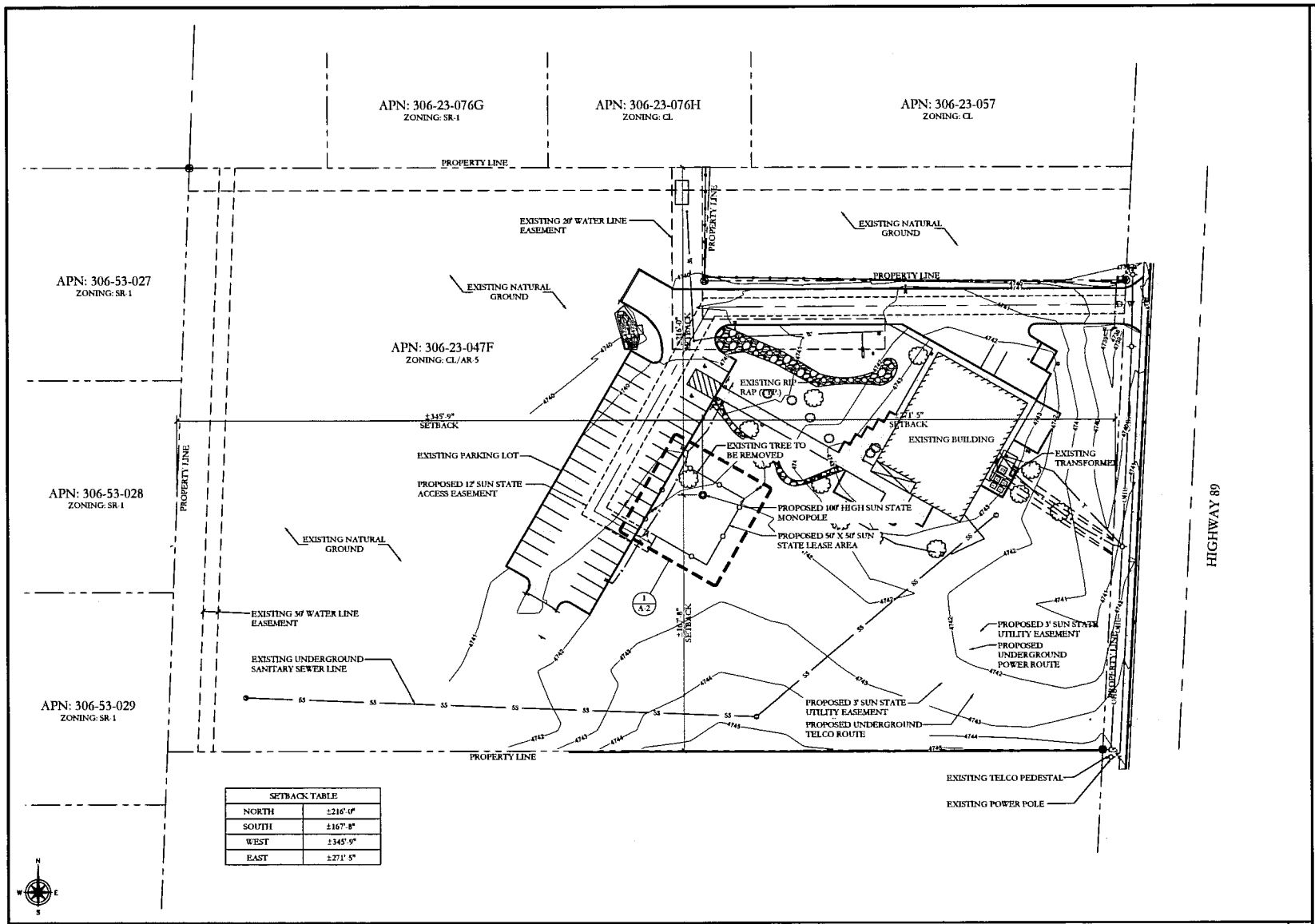
Map of the Town Hall Site

The Town Hall Site is depicted as follows:

[ATTACH A DRAWING OF THE SITE AND SEPARATELY IDENTIFY UTILITY ACCESS ROUTES AND VEHICULAR ACCESS ROUTES]

Notes:

1. Lessee may replace this Exhibit with a survey of the Site once Lessee receives it.
2. Lessee Facilities shall comply with setback requirements of Chino Valley and any other applicable governmental authorities.
3. The access road's width will be the width required by Chino Valley, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.



SETBACK TABLE	
NORTH	±216'-0"
SOUTH	±167'-8"
WEST	±345'-9"
EAST	±271' 5"

SITE PLAN

24"x36" SCALE: 1" = 30'-0"
11"x17" SCALE: 1" = 60'-0"
30' 15' 0' 30'

1

PREPARED FOR:

SUN STATE TOWERS

1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-461-0585
FAX: 480-464-4899

CONSULTING FIRM

PINNACLE CONSULTING, INC.

Construction Project Management Site Development

1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233

PROJECT NO:	0000
DRAWN BY:	CH
CHECKED BY:	GH

REV	DATE	DESCRIPTION
0	6/15/15	90% ISSUE FOR SUBMITTAL
A	1/19/15	90% ISSUE FOR REVIEW

EXP. 9/30/15

CHINO VALLEY 2
SITE NUMBER: AZ09-007

202 N. STATE ROUTE 89
CHINO VALLEY, AZ 86323
YAVAPAI COUNTY

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1

EXHIBIT B

CONSIDERATION FOR LEASE

Lessee shall construct and install the following facilities:

1. 100 foot Cell Tower at Recreation Building Site:

   a. Sun State* will construct the tower;
   b. Sun State will own tower (See Lessee Facilities);
   c. Sun State* will install Town dish at 80-foot centerline on cell tower to communicate with Town dish at Library for Town's computer network communications;
   d. Sun State will install required conduit/cabling for dishes at cell site (external to Recreation Center building).

2. 100 foot Cell Tower at Town Hall Site:

   a. Sun State* will construct the tower.
   b. Sun State will own the tower (See Lessee Facilities);
   c. Sun State* will install Town dish at the 80-foot centerline on cell tower to communicate with Town dish at Library for Town's computer network communications.
   d. Sun State will install required conduit/cabling for dishes at cell site (external to Town Hall building).

* Construction of the towers and other facilities and installation and alignment of the Town's dishes may be done by Pinnacle Consulting, an affiliate of Sun State. All construction shall be at no charge to the Town. Town will supply materials for the construction.

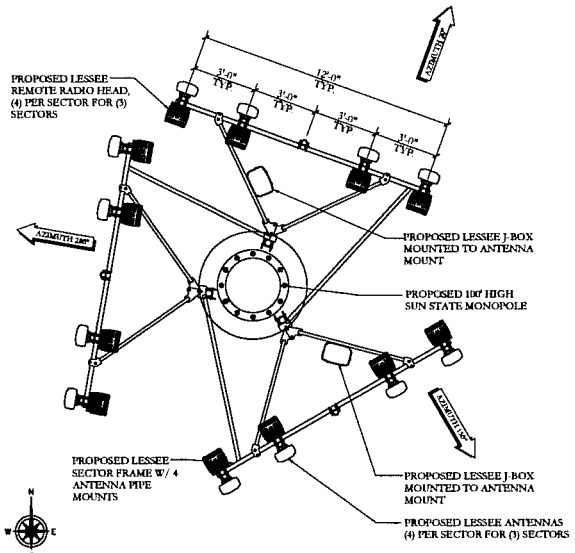
EXHIBIT C

LESSEE FACILITIES

[ATTACH DESCRIPTION OF LESSEE FACILITIES]

1. 100 foot cell tower at Recreation Building Site with equipment cabinet(s) and related accessories.

2. 100 foot cell tower at Town Hall Site with equipment cabinet(s) and related accessories.



ANTENNA PLAN

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

2

PROPOSED COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	NO.	SIZE.	TYPE
ALPHA	20°	±100'-0"			
BETA	150°	±100'-0"	(7)		HYBRIFLEX
GAMMA	280°	±100'-0"			
			(6)	1 5/8"	RFS

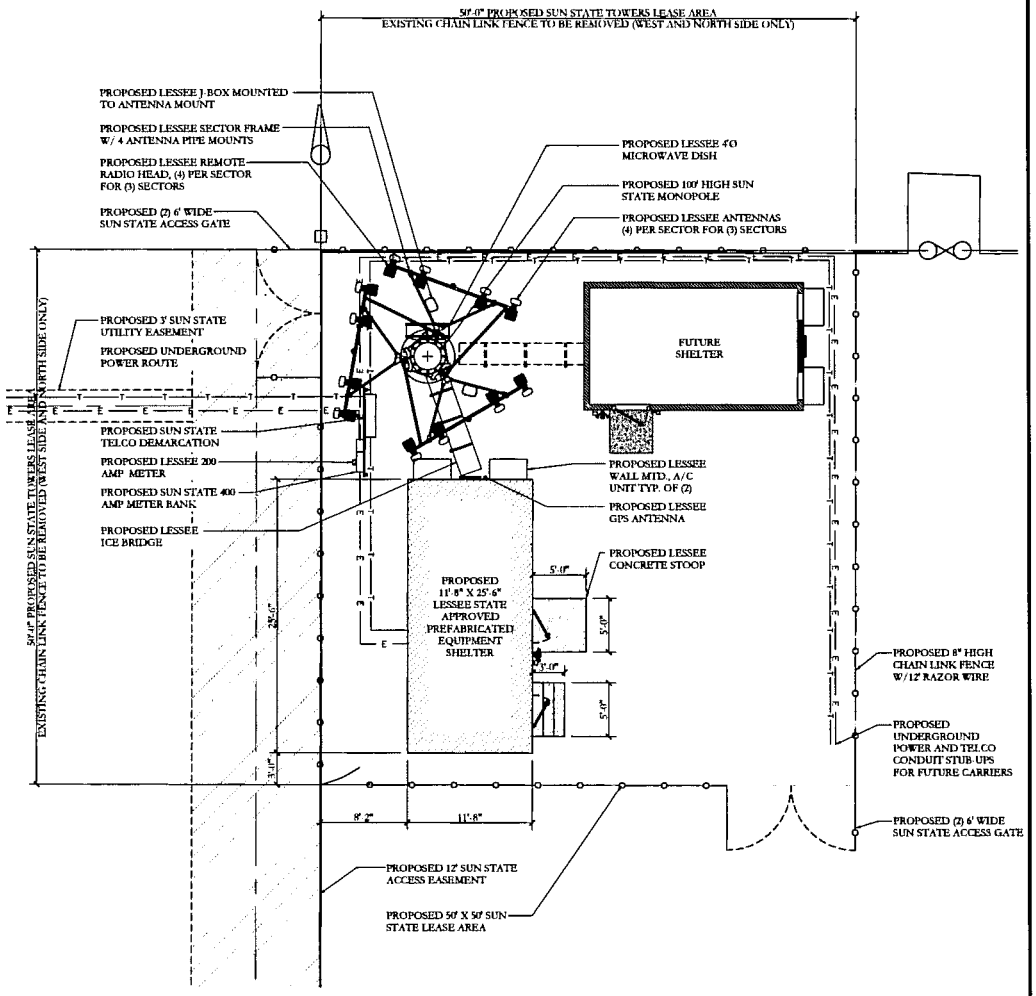
LENGTHS ARE ESTIMATES; CONTRACTOR AND/OR CONSTRUCTION MANAGER SHALL FIELD VERIFY PRIOR TO ORDERING.

NOTE:
ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE

*IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.

COAX CABLE TABLE

3



24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

1

PREPARED FOR:

verizonwireless

126 W. GEMINI DR. TEMPE, AZ 85283
PHONE: (480) 777-4360
FAX: (480) 777-4391

CONSULTING FIRM

SUN STATE TOWERS

1155 NORTH MARYANN STREET #203
GILBERT, AZ 85233
PHONE: 480.664.9589 FAX: 480.664.9595

PROJECT NO:	0000
DRAWN BY:	CH
CHECKED BY:	GH

REV	DATE	DESCRIPTION
0	5/01/15	100% ISSUE FOR CONSTRUCTION
A	11/13/14	90% ISSUE FOR REVIEW

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

CHINO VALLEY/AZ2
PERKINSVILLE
AZ09-006
1635 N. ROAD 1 E
CHINO VALLEY, AZ 86323
YAVAPAI COUNTY

SHEET TITLE

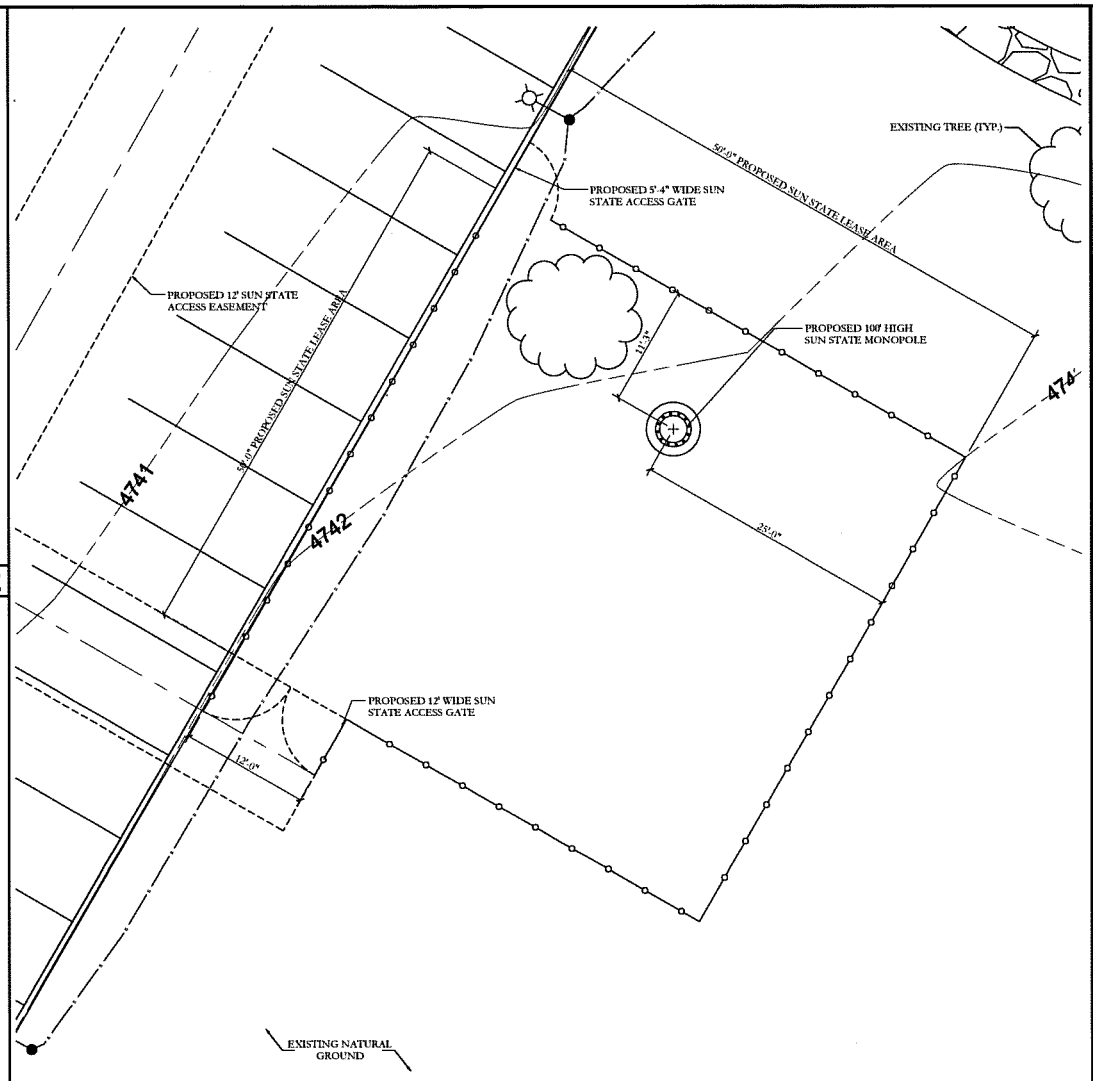
ENLARGED SITE PLAN

SHEET NUMBER:

A-2

MONOPOLE PLAN 24"x36" SCALE: 3/16" = 1'-0" 11"x17" SCALE: 3/32" = 1'-0" 4' 2' 0' 4' 2

NOT USED 3



ENLARGED SITE PLAN 24"x36" SCALE: 3/16" = 1'-0" 11"x17" SCALE: 3/32" = 1'-0" 4' 2' 0' 4' 1

PREPARED FOR:

SUN STATE TOWERS

1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480.664.9589
FAX: 480.664.9590

CONSULTING FIRM:

PINNACLE CONSULTING, INC.

Commercial Project Management Site Development

1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233

PROJECT NO:	0000
DRAWN BY:	CH
CHECKED BY:	GH

REV	DATE	DESCRIPTION
0	6/15/15	90% ISSUE FOR SUBMITTAL
A	7/19/15	90% ISSUE FOR REVIEW

CHINO VALLEY 2
SITE NUMBER: AZ09 007

202 N. STATE ROUTE 89
CHINO VALLEY, AZ 86323
YAVAPAI COUNTY

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2

EXHIBIT C-1

ADDITIONAL CONDUIT TO SITE

[ATTACH SPECIFICATIONS FOR ADDITIONAL CONDUIT TO THE SITE]

EXHIBIT D

MEMORANDUM OF LEASE

[See following pages]

When Recorded Return To:
SunState Towers, LLC
1426 North Marvin Street #101
Gilbert, AZ 85233
Site #_____
Site Name: _____

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this ____ day of _____, 2015 by and between Town of Chino Valley, an Arizona municipal corporation, with a mailing address of 202 North Highway 89, Chino Valley, AZ 86323 ("Chino Valley") and SunState Towers LLC, a Arizona limited liability company, with a mailing address of 1426 North Marvin Street #101, Chino Valley, AZ 85233 ("Lessee").

1. Chino Valley and Lessee entered into a Wireless Communications Site Lease ("Lease") on May 12, 2015, effective _____, 2015 ("Effective Date").

2. The Lease relates to certain Sites owned by Chino Valley described as set forth in **Exhibits A-1 and A-2** and necessary access and utility easements (collectively referred to hereafter as the **"Premises"),** attached hereto and incorporated by reference

3. The Lease allows Lessee to lease the Premises for a twenty-five (25) year term, with a provision for renewal for up to five (5) additional five-year terms.

5. This Memorandum is solely for the purpose of memorializing the Lease and is not a complete summary of the terms and conditions contained in the Lease. This Memorandum shall not serve to change or alter any terms or conditions of the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

CHINO VALLEY:

Town of Chino Valley, an
Arizona municipal corporation

By:_____
Chris Marley, Mayor

Date: _____

ATTEST:

_____
Jami Lewis
Town Clerk

LESSEE:

SunState Towers LLC, an Arizona limited
liability company

By:_____
Chad A. Ward, President

Date: _____

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Subscribed and sworn to before me this ____ day of _____, 2015, by Chad A. Ward, President of SunState Towers LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:
_____

EXHIBIT A-1 TO MEMORANDUM OF LEASE

Chino Valley Recreation Building Site

(Attached)

EXHIBIT A-2 TO MEMORANDUM OF LEASE

Chino Valley Town Hall Site

(Attached)

FIRST AMENDMENT TO
WIRELESS COMMUNICATIONS SITE LEASE

This First Amendment to Wireless Communications Site Lease ("Lease") is entered into this 25th day of August, 2015, by and between the Town of Chino Valley, a municipal corporation and political subdivision of the State of Arizona ("Chino Valley") and SunState Towers LLC, an Arizona limited liability company ("Lessee").

WHEREAS, Chino Valley and Lessee entered into Wireless Communications Site Lease dated May 12, 2015, whereby Chino Valley leased to Lessee certain Premises, therein described, that are a portion of the real property known as the Chino Valley Recreation Building Site, located at 1615 North Road 1 East, Chino Valley, Arizona (the "RB Site"); and

WHEREAS, the utility easement necessary for Lessee's use of the RB Site under the Lease was legally described and depicted on the map attached to the Lease as Exhibit A-1; and

WHEREAS, Lessee desires and Chino Valley agrees to revise the location of the utility easement on the RB Site,

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chino Valley and Lessee agree as follows:

1. New Exhibit A-1. The Lease is hereby amended by replacing Exhibit A-1 thereto with the Exhibit A-1 (Revised) to revise the Utility Easement Legal Description and the map depicting the location of said easement. Exhibit A-1 (Revised) is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

CHINO VALLEY:
a municipal corporation and political subdivision of the State of Arizona

By: _____
Chris Marley, Mayor

Date: _____

Tax ID: _____

Attest:

_____
Jami Lewis, Town Clerk

LESSEE:
SunState Towers, an Arizona limited liability company

By: _____
~~Chad Ward, President~~
Ben Feldman Managing Member

Date: 10/12/15

Approved as to Form:

Phyllis Smiley

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorney
By: Phyllis Smiley

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Subscribed and sworn to before me this 12th day of October, 2015, by ~~Chad A. Ward, President of SunSt~~Ben Feldman Managing Member ate Towers LLC, an Arizona limited liability company.

Anna Fugere
Notary Public

My Commission Expires:

9/24/2019

Notary Public State of Arizona
Maricopa County
Anna Fugere
My Commission Expires 09/24/2019

EXHIBIT A-1 (Revised)

Chino Valley Recreation Building Site – Legal Description and Survey

(Attached)

NOTE: Page 2 of the legal description and the attached 2-page survey have been revised from the original lease to reflect a change in the location of the Utility Easement only.

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET; THENCE SOUTH 89°46'38" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'38" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°13'22" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°46'38" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET TO THE POINT OF TERMINUS.

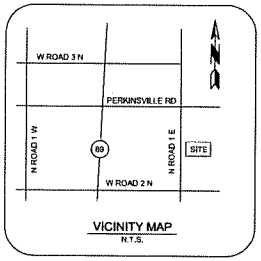
SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

UTILITY EASEMENT LEGAL DESCRIPTION (Revised August 25, 2015)

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 885.92 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 131.04 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 169.40 FEET; THENCE SOUTH 63°56'01" EAST, A DISTANCE OF 78.64 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.



VICINITY MAP
N.T.S.

LESSOR'S LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1217.77 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST, A DISTANCE OF 713.51 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 1217.06 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 54; THENCE SOUTH 89 DEGREES 52 MINUTES 07 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 710.92 FEET TO THE TRUE POINT OF BEGINNING.

REFERENCE DOCUMENTS

(R) CORPORATION SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 9718719, RECORDS OF YAVAPAI COUNTY, ARIZONA.

(R1) RECORD OF SURVEY RECORDED AS BOOK 38 OF LAND SURVEYS, PAGE 18, RECORDS OF YAVAPAI COUNTY, ARIZONA.

NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE INSURANCE CO. ORDER NO.: 21402785 EFFECTIVE DATE: 06/30/2014.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

SITE BENCHMARK

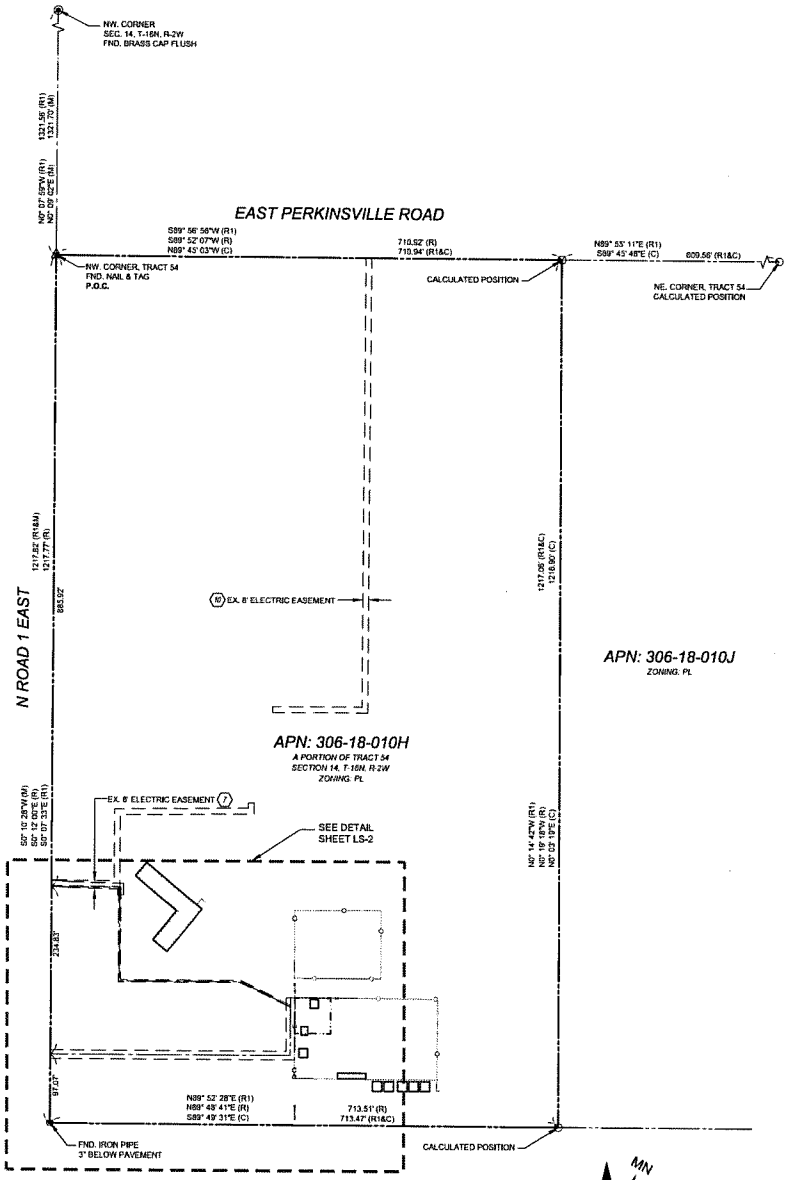
ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 09 SEPARATIONS.

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 07/17/2014.

CENTER OF GEODETIC COORDINATES

PROPOSED SUN STATE MONOPOLE LOCATION
LATITUDE: 34° 45' 05.223" NORTH (NAD83)
LONGITUDE: 112° 26' 46.164" WEST (NAD83)
ELEVATION @ GRADE = 4666.0' (NAVD88)



APN: 306-18-010K
ZONING: PL

BOUNDARY DETAIL
SCALE: 1" = 80'

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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UTILITY EASEMENT LEGAL DESCRIPTION

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

TITLE REPORT SCHEDULE "B" ITEMS

2. AN EASEMENT FOR TELEPHONE AND TELEGRAPH LINES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN BOOK 111 OF DEEDS, PAGE 300 OF OFFICIAL RECORDS. **(DOES NOT AFFECT)**
3. ALL MATTERS AS SET FORTH IN RESULT OF SURVEY RECORDED AS BOOK 4 OF LAND SURVEYS, PAGE 38 OF OFFICIAL RECORDS. **(REFERENCED)**
4. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY RECORDED AS BOOK 38 OF LAND SURVEYS, PAGE 18 OF OFFICIAL RECORDS. **(REFERENCED)**
5. AN EASEMENT FOR ELECTRIC LINES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN BOOK 1795 OF OFFICIAL RECORDS, PAGE 11, **(REFERENCED)**
6. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIABILITIES AND OBLIGATIONS IN THE SPECIAL WARRANTY DEED RECORDED IN BOOK 3387 OF OFFICIAL RECORDS, PAGE 905. **(BLANKET IN NATURE)**
7. AN EASEMENT FOR ELECTRIC LINES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN BOOK 3782 OF OFFICIAL RECORDS, PAGE 854, **(REFERENCED)**
8. A GROUND LEASE DATED NOVEMBER 1 2004, EXECUTED BY TOWN OF CHINO VALLEY, ARIZONA AS LESSOR AND TOWN OF CHINO VALLEY, ARIZONA, MUNICIPAL PROPERTY CORPORATION AS LESSEE, RECORDED AS BOOK 4208 OF OFFICIAL RECORDS, PAGE 446. **(BLANKET IN NATURE)**
9. A TOWN LEASE DATED NOVEMBER 1 2004, EXECUTED BY TOWN OF CHINO VALLEY, ARIZONA AS LESSOR AND TOWN OF CHINO VALLEY, ARIZONA, MUNICIPAL PROPERTY CORPORATION AS LESSEE, RECORDED AS BOOK 4208 OF OFFICIAL RECORDS, PAGE 447. **(BLANKET IN NATURE)**
10. AN EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ALL OTHER MATTERS AS SET FORTH THEREIN RECORDED IN BOOK 4257 OF OFFICIAL RECORDS, PAGE 390. **(REFERENCED)**

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

SITE NAME:
AZ09-006
CHINO VALLEY 1

SITE ADDRESS:
1615 N. ROAD 1 E
CHINO VALLEY, AZ 86323

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MJG	07/18/14	PRELIM SUBMITTAL
2	MJG	07/23/14	UTILITY LOCATE
3	MJG	09/30/14	FINAL SUBMITTAL
4	MJG	05/14/15	REVISED SITE
5	MJG	08/17/15	REVISED UTILITY ESMT.
6	MJG	08/27/15	REVISED UTILITY ESMT.

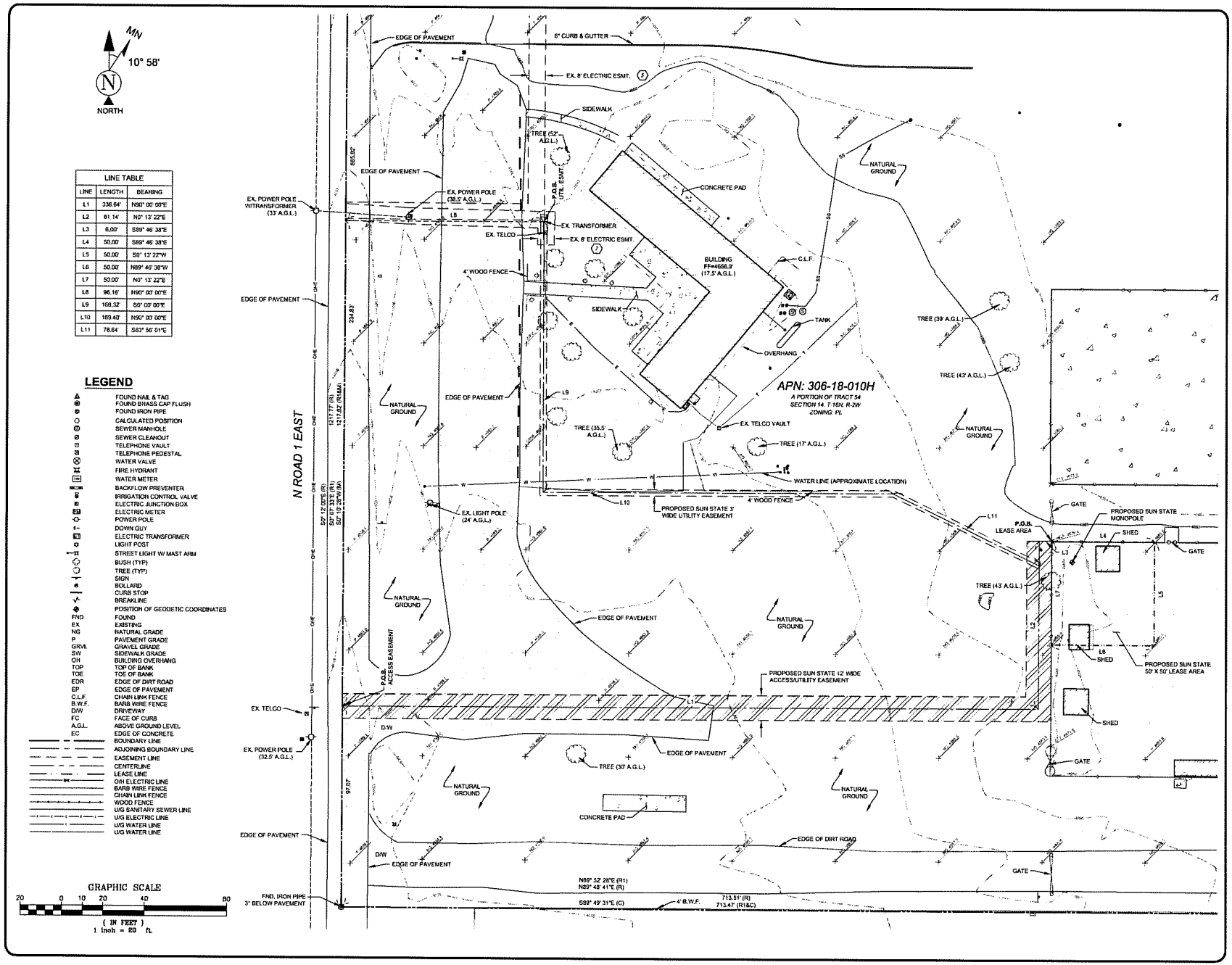
TERRAMARK
LAND SURVEYING
1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85085
P. 480-440-1748 F. 623-777-1782
www.terramarksurveying.com

MARK J. GRIM
51669
ARIZONA
EXPIRES 03/31/17

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1403061	MJG	MJG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1



LINE TABLE		
LINE	LENGTH	BEARING
L1	336.64'	N90° 00' 00"E
L2	91.14'	N0° 13' 22"E
L3	6.00'	S89° 46' 38"E
L4	50.00'	S89° 46' 38"E
L5	50.00'	S0° 13' 22"W
L6	50.00'	N89° 46' 38"W
L7	50.00'	N0° 13' 22"E
L8	96.16'	N90° 00' 00"E
L9	168.32'	S0° 00' 00"E
L10	169.40'	N90° 00' 00"E
L11	78.64'	S63° 56' 01"E

LEGEND

- FOUND NAIL & TAG
- FOUND BRASS CAP FLUSH
- FOUND IRON PIPE
- CALCULATED POSITION
- SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE VAULT
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- BACKFLOW PREVENTER
- IRRIGATION CONTROL VALVE
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- POWER POLE
- DOWN GUY
- ELECTRIC TRANSFORMER
- LIGHT POST
- STREET LIGHT W/ MAST ARM
- BUSH (TYP)
- TREE (TYP)
- SIGN
- BOLLARD
- CURB STOP
- BREAKLINE
- POSITION OF GEODETIC COORDINATES

FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
P	PAVEMENT GRADE
GRVL	GRAVEL GRADE
SW	SIDEWALK GRADE
OH	BUILDING OVERHANG
TOP	TOP OF BANK
TOE	TOE OF BANK
EDR	EDGE OF DIRT ROAD
EP	EDGE OF PAVEMENT
C.L.F.	CHAIN LINK FENCE
B.W.F.	BARB WIRE FENCE
D/W	DRIVEWAY
FC	FACE OF CURB
A.G.L.	ABOVE GROUND LEVEL
EC	EDGE OF CONCRETE

- BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE
- LEASE LINE
- OH ELECTRIC LINE
- BARB WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- U/G SANITARY SEWER LINE
- U/G ELECTRIC LINE
- U/G WATER LINE
- U/G WATER LINE

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

SITE NAME:
AZ09-006
CHINO VALLEY 1

SITE ADDRESS:
1615 N ROAD 1 E
CHINO VALLEY, AZ 86323

SUBMITTALS			
NO.	BY	DATE	SUBMITTAL
1	MJG	07/18/14	PRELIM SUBMITTAL
2	MJG	07/23/14	UTILITY LOCATE
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6	MJG	08/27/15	REVISED UTILITY ESMT.

TERRAMARK LAND SURVEYING
1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85085
P. 480-440-1748 F. 623-777-1782
www.terramarksurveying.com

EXPIRES 03/31/17

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1403061	MJG	MJG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

2015-0029256 MAG
06/23/2015 02:01:07 PM Page: 1 of 8
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY $8.50
TOWN OF CHINO VALLEY

When Recorded Return To:
SunState Towers, LLC
1426 North Marvin Street #101
Gilbert, AZ 85233
Site # AZ09/006 AZ09/007
Site Name: CHINO I & CHINO II

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this 12 day of May, 2015 by and between Town of Chino Valley, an Arizona municipal corporation, with a mailing address of 202 North Highway 89, Chino Valley, AZ 86323 ("Chino Valley") and SunState Towers LLC, a Arizona limited liability company, with a mailing address of 1426 North Marvin Street #101, Chino Valley, AZ 85233 ("Lessee").

1. Chino Valley and Lessee entered into a Wireless Communications Site Lease ("Lease") on May 12, 2015, effective May 12, 2015 ("Effective Date").

2. The Lease relates to certain Sites owned by Chino Valley described as set forth in **Exhibits A-1 and A-2** and necessary access and utility easements (collectively referred to hereafter as the **"Premises"),** attached hereto and incorporated by reference

3. The Lease allows Lessee to lease the Premises for a twenty-five (25) year term, with a provision for renewal for up to five (5) additional five-year terms.

5. This Memorandum is solely for the purpose of memorializing the Lease and is not a complete summary of the terms and conditions contained in the Lease. This Memorandum shall not serve to change or alter any terms or conditions of the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

CHINO VALLEY:

Town of Chino Valley, an
Arizona municipal corporation

By: _____
Chris Marley, Mayor

Date: JUNE 18, 2015

ATTEST:

Cecilia J Grittman, Deputy Town Clerk for
Jami Lewis
Town Clerk

SEAL

LESSEE:

SunState Towers LLC, an Arizona limited
liability company

By: _____
Chad A. Ward, President

Date: 6/16/15

Notary Public State of Arizona
Maricopa County
Carrie Peterson
My Commission Expires 07/23/2018

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Subscribed and sworn to before me this 16 day of June, 2015, by Chad A. Ward, President of SunState Towers LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:
07/23/2018

File: 1806-018-0000-0000; Desc: Sunstate Towers Site Lease Agmt FINAL 5-12-15; Doc#: 203787v8

EXHIBIT A-1 TO MEMORANDUM OF LEASE

Chino Valley Recreation Building Site

(Attached)

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET; THENCE SOUTH 89°46'38" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'38" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°13'22" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°46'38" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

UTILITY EASEMENT LEGAL DESCRIPTION

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 885.92 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 168.32 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 234.03 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

EXHIBIT A-2 TO MEMORANDUM OF LEASE

Chino Valley Town Hall Site

(Attached)

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°04'34" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 60°04'34" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29°55'26" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT LEGAL DESCRIPTION

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 4.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°12'12" EAST, A DISTANCE OF 179.60 FEET TO A POINT HERON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 63°12'12" EAST, A DISTANCE OF 98.78 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND AND TO THE POINT OF TERMINUS.

ALSO, BEGINNING AT SAID POINT "A"; THENCE NORTH 25°28'08" EAST, A DISTANCE OF 138.28 FEET; THENCE NORTH 60°12'28" WEST, A DISTANCE OF 22.73 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

ACCESS EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'27" WEST, A DISTANCE OF 273.19 FEET; THENCE SOUTH 29°36'38" WEST, A DISTANCE OF 154.31 FEET; THENCE SOUTH 59°57'23" EAST, A DISTANCE OF 43.86 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

2015-0052519 MAG
11/02/2015 12:41:54 PM Page: 1 of 7
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY $12.00
SUN STATE TOWERS LLC

When Recorded Return to:
SunState Towers, LLC
1426 North Marvin Street #101
Gilbert, AZ 85233
Site # AZ09/006; AZ09/007
Site Name: CHINO I & CHINO II

MEMORANDUM OF AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF AMENDMENT TO LEASE AGREEMENT ("Memorandum of Amendment") is executed this 25th day of August, 2015 by and between the Town of Chino Valley, an Arizona municipal corporation, with a mailing address of 202 North Highway 89, Chino Valley, AZ 86323 ("Chino Valley") and SunState Towers LLC, an Arizona limited liability company, with a mailing address of 1426 North Marvin Street #101, Gilbert, AZ 85233 ("Lessee").

1. Chino Valley and Lessee entered into a Wireless Communications Site Lease ("Lease") entered into and effective on May 12, 2015.

2. The Lease relates to certain Sites, including the Chino Valley Recreation Building Site (the "RB Site") owned by Chino Valley described as set forth in Exhibits A-1 and A-2, which were attached to the Lease.

3. A Memorandum of Lease Agreement (the "Memorandum") was recorded on June 23, 2015 as Record No. 2015-0029256 in the Office of the Yavapai County Recorder which included Exhibits A-1 and A-2.

4. On August 25, 2015, the Parties amended the Lease to revise the location of Utility Easements at the RB Site, legally described and shown on the map in Exhibit A-1 (Revised), which was attached to the Lease and the Memorandum.

NOW THEREFORE, this Memorandum of Amendment is being entered into and recorded solely for the purpose of amending the Utility Easement shown on Exhibit A-1 to the Lease and as described and depicted on Exhibit A-1 (Revised) which is attached hereto and incorporated herein by this reference. It shall not, in any way, serve to change or alter any terms or conditions of the Lease, except as amended herein.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Amendment to Lease Agreement as of the date first set forth above.

CHINO VALLEY:
Town of Chino Valley, an Arizona municipal corporation

By: _____
Chris Marley, Mayor

Date: August 25, 2015

ATTEST:

_____
Jami Lewis, Town Clerk

LESSEE: SEAL

SunState Towers LLC, an Arizona limited liability company

By: _____
~~Chad A. Ward, President~~ Ben Feldman, Managing Member

Date: 10/12/15

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Subscribed and sworn to before me this 12th day of October, 2015, by ~~Chad A. Ward~~ Ben Feldman, ~~President~~ Managing Member of SunState Towers LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:

9/24/2019

Notary Public State of Arizona
Maricopa County
Anna Fugere
My Commission Expires 09/24/2019

EXHIBIT A-1 (REVISED) TO MEMORANDUM OF AMENDMENT TO LEASE

Chino Valley Recreation Building Site

(Attached)

NOTE: Page 2 of the legal description and the attached 2-page survey have been revised from the original lease to reflect a change in the location of the Utility Easement only.

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET; THENCE SOUTH 89°46'38" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'38" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°13'22" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°46'38" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET TO THE POINT OF TERMINUS.

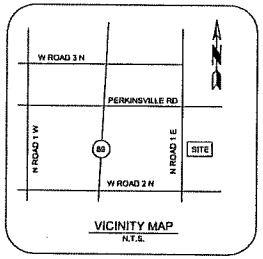
SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

UTILITY EASEMENT LEGAL DESCRIPTION (Revised August 25, 2015)

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°09'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 885.92 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 131.04 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 169.40 FEET; THENCE SOUTH 63°56'01" EAST, A DISTANCE OF 78.64 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.



VICINITY MAP
N.T.S.

LESSOR'S LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1217.77 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST, A DISTANCE OF 713.51 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 1217.06 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 54; THENCE SOUTH 89 DEGREES 52 MINUTES 07 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 710.92 FEET TO THE TRUE POINT OF BEGINNING.

REFERENCE DOCUMENTS

(R) CORPORATION SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 9710710, RECORDS OF YAVAPAI COUNTY, ARIZONA.

(R1) RECORD OF SURVEY RECORDED AS BOOK 38 OF LAND SURVEYS, PAGE 18, RECORDS OF YAVAPAI COUNTY, ARIZONA.

NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE INSURANCE CO. ORDER NO.: 21402785 EFFECTIVE DATE: 06/30/2014.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

SITE BENCHMARK

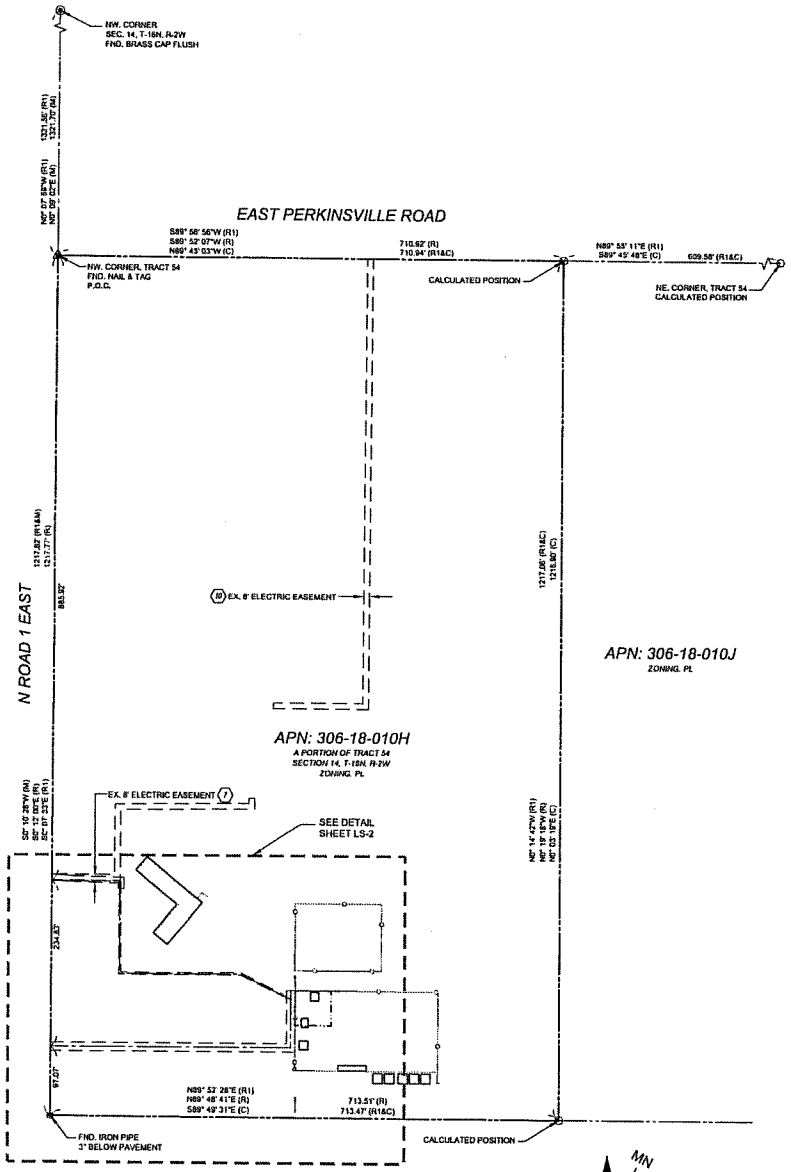
ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 09 SEPARATIONS.

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 07/17/2014.

CENTER OF GEODETIC COORDINATES

PROPOSED SUN STATE MONOPOLE LOCATION
LATITUDE: 34° 48' 05.223" NORTH (NAD83)
LONGITUDE: 112° 26' 45.164" WEST (NAD83)
ELEVATION @ GRADE = 4666.0' (NAVD88)



BOUNDARY DETAIL
SCALE: 1" = 80'

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°00'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.75 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET; THENCE SOUTH 89°46'38" EAST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'38" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°13'22" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°46'38" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT LEGAL DESCRIPTION

A 3.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°00'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 865.92 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 66.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 131.04 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 169.40 FEET; THENCE SOUTH 83°56'51" EAST, A DISTANCE OF 78.84 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 54 AS SHOWN ON THE 1913 G.L.O. SURVEY MAP OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND NAIL WITH TAG MARKING THE NORTHWEST CORNER OF SAID TRACT 54 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS NORTH 00°00'02" EAST, A DISTANCE OF 1321.70 FEET; THENCE SOUTH 00°10'28" WEST, ALONG THE WEST LINE OF SAID TRACT 54, A DISTANCE OF 1120.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 336.64 FEET; THENCE NORTH 00°13'22" EAST, A DISTANCE OF 81.14 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT.

TITLE REPORT SCHEDULE "B" ITEMS

2. AN EASEMENT FOR TELEPHONE AND TELEGRAPH LINES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN BOOK 111 OF DEEDS, PAGE 300 OF OFFICIAL RECORDS. (DOES NOT AFFECT)
3. ALL MATTERS AS SET FORTH IN RESULT OF SURVEY RECORDED AS BOOK 4 OF LAND SURVEYS, PAGE 36 OF OFFICIAL RECORDS. (REFERENCED)
4. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY RECORDED AS BOOK 38 OF LAND SURVEYS, PAGE 18 OF OFFICIAL RECORDS. (REFERENCED)
5. AN EASEMENT FOR ELECTRIC LINES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN BOOK 1785 OF OFFICIAL RECORDS, PAGE 11. (REFERENCED)
6. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIABILITIES AND OBLIGATIONS IN THE SPECIAL WARRANTY DEED RECORDED IN BOOK 3387 OF OFFICIAL RECORDS, PAGE 905. (BLANKET IN NATURE)
7. AN EASEMENT FOR ELECTRIC LINES AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN BOOK 3782 OF OFFICIAL RECORDS, PAGE 834. (REFERENCED)
8. A GROUND LEASE DATED NOVEMBER 1 2004, EXECUTED BY TOWN OF CHINO VALLEY, ARIZONA AS LESSOR AND TOWN OF CHINO VALLEY, ARIZONA, MUNICIPAL PROPERTY CORPORATION AS LESSEE, RECORDED AS BOOK 4208 OF OFFICIAL RECORDS, PAGE 446. (BLANKET IN NATURE)
9. A TOWN LEASE DATED NOVEMBER 1 2004, EXECUTED BY TOWN OF CHINO VALLEY, ARIZONA AS LESSOR AND TOWN OF CHINO VALLEY, ARIZONA, MUNICIPAL PROPERTY CORPORATION AS LESSEE, RECORDED AS BOOK 4208 OF OFFICIAL RECORDS, PAGE 447. (BLANKET IN NATURE)
10. AN EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ALL OTHER MATTERS AS SET FORTH THEREIN RECORDED IN BOOK 4257 OF OFFICIAL RECORDS, PAGE 390. (REFERENCED)

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

SITE NAME:
AZ09-006
CHINO VALLEY 1

SITE ADDRESS:
1615 N. ROAD 1 E
CHINO VALLEY, AZ 86323

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MJG	07/18/14	PRELIM SUBMITTAL
2	MJG	07/23/14	UTILITY LOCATE
3	MJG	09/30/14	FINAL SUBMITTAL
4	MJG	05/14/15	REVISED SITE
5	MJG	08/17/15	REVISED UTILITY ESMT.
6	MJG	08/27/15	REVISED UTILITY ESMT.

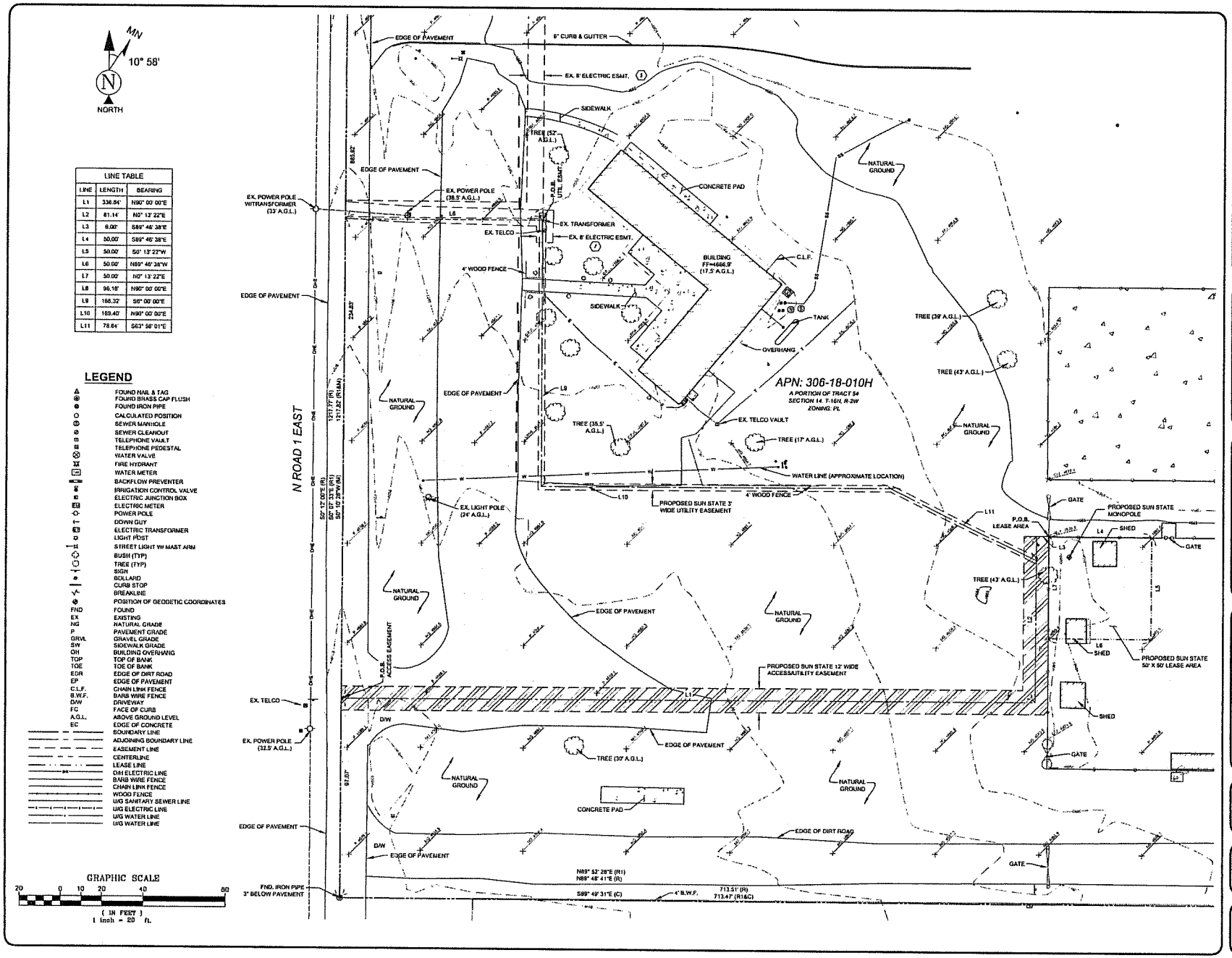
TERRAMARK
LAND SURVEYING
1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85085
P. 480-440-1748 F. 623-777-1782
www.terramarksurveying.com

EXPIRES 03/31/17

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1403061	MJG	MJG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1



LINE TABLE		
LINE	LENGTH	BEARING
L1	336.84'	N90° 00' 00"E
L2	81.14'	N0° 13' 22"E
L3	8.00'	S89° 46' 38"E
L4	50.00'	S89° 46' 38"E
L5	50.00'	S0° 13' 22"W
L6	50.00'	N89° 46' 38"W
L7	50.00'	N0° 13' 22"E
L8	96.18'	N90° 00' 00"E
L9	166.32'	S0° 00' 00"E
L10	189.40'	N90° 00' 00"E
L11	78.64'	S63° 56' 01"E

LEGEND

- FOUND NAIL & TAG
- FOUND BRASS CAP FLUSH
- FOUND IRON PIPE
- CALCULATED POSITION
- SEWER MANHOLE
- SEWER CLEANOUT
- TELEPHONE VAULT
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- BACKFLOW PREVENTER
- IRRIGATION CONTROL VALVE
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- POWER POLE
- DOWN GUY
- ELECTRIC TRANSFORMER
- LIGHT POST
- STREET LIGHT W/ MAST ARM
- BUSH (TYP)
- TREE (TYP)
- SIGN
- BOLLARD
- CURB STOP
- BREAKLINE
- POSITION OF GEODETIC COORDINATES

FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
P	PAVEMENT GRADE
GRVL	GRAVEL GRADE
SW	SIDEWALK GRADE
OH	BUILDING OVERHANG
TOP	TOP OF BANK
TOE	TOE OF BANK
EDR	EDGE OF DIRT ROAD
EP	EDGE OF PAVEMENT
C.L.F.	CHAIN LINK FENCE
B.W.F.	BARB WIRE FENCE
D/W	DRIVEWAY
FC	FACE OF CURB
A.G.L.	ABOVE GROUND LEVEL
EC	EDGE OF CONCRETE

- BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE
- LEASE LINE
- OH ELECTRIC LINE
- BARB WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- U/G SANITARY SEWER LINE
- U/G ELECTRIC LINE
- U/G WATER LINE
- U/G WATER LINE

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SITE NAME:
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SUBMITTALS			
NO.	BY	DATE	SUBMITTAL
1	MJG	07/18/14	PRELIM SUBMITTAL
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4	MJG	05/14/15	REVISED SITE
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6	MJG	08/27/15	REVISED UTILITY ESMT.

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EXPIRES 03/31/17

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1403061	MJG	MJG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI STATE OF ARIZONA.

TITLE REPORT LEGAL DESCRIPTION

PARCEL NO. 1:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI STATE OF ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°04'34" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 60°04'34" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29°55'26" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPTHA, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE AS RESERVED IN DEED RECORDED MARCH 31, 1941 IN BOOK 177 OF DEEDS, PAGE 437, AND EXCEPTING ONE-FOURTH INTEREST IN ALL MINERALS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED NOVEMBER 24, 1958 IN BOOK 141 OF OFFICIAL RECORDS, PAGES 278-282.

PARCEL NO. 2:

UTILITY EASEMENT OVER A 3.00 FOOT WIDE STRIP OF LAND BEING PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'46" EAST, THE LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 4.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°12'12" EAST, A DISTANCE OF 179.60 FEET TO A POINT HERON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 63°12'12" EAST, A DISTANCE OF 98.78 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND AND TO THE POINT OF TERMINUS.

ALSO, BEGINNING AT SAID POINT "A"; THENCE NORTH 25°28'08" EAST, A DISTANCE OF 138.28 FEET; THENCE NORTH 60°12'28" WEST, A DISTANCE OF 22.73 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT AND TO TERMINATE UPON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

PARCEL NO. 3:

ACCESS EASEMENT OVER A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'27" WEST, A DISTANCE OF 273.19 FEET; THENCE SOUTH 29°36'38" WEST, A DISTANCE OF 154.31 FEET; THENCE SOUTH 59°57'23" EAST, A DISTANCE OF 43.86 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

PARCEL SIZE

PARCEL NO.1	2,500 SQ.FT.
PARCEL NO.2	1,314 SQ.FT.
PARCEL NO.3	5,656 SQ.FT.
TOTAL	9,470 SQ.FT.

BASIS OF BEARING

THE NORTH-SOUTH MID-SECTION LINE OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

BEARING = NORTH 02°17'59" EAST

VICINITY MAP
N.T.S.

TITLE REPORT SCHEDULE "B" ITEMS

1. ANY ADDITIONAL TAXES WHICH MAY BECOME A LIEN BY REASON OF THE COUNTY ASSESSOR REASSESSING THE WITHIN DESCRIBED PREMISES FOR THE YEAR(S) 2016. **(NOTHING TO PLOT)**
2. THE RIGHT TO ENTER UPON SAID LAND, PROSPECT FOR, MINE AND REMOVE AN UNDIVIDED ONE-HALF INTEREST IN GAS AND OTHER MINERALS, AS RESERVED IN INSTRUMENT RECORDED AS BOOK 177 OF DEEDS, PAGE 437. **(BLANKET IN NATURE TO PARENT PARCEL)**
3. THE RIGHT TO ENTER UPON SAID LAND, PROSPECT FOR, MINE AND REMOVE ONE-FOURTH INTEREST IN AND TO ALL MINERALS AND MINERAL RIGHTS, INCLUDING OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AS RESERVED BY INSTRUMENT RECORDED AS BOOK 141 OF OFFICIAL RECORDS, PAGE 278. **(BLANKET IN NATURE TO PARENT PARCEL)**
4. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF. **(NOTHING TO PLOT)**
5. AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 108 OF DEEDS, PAGE 284. **(AS SHOWN)**
6. AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 272 OF DEEDS, PAGE 311. **(AS SHOWN)**
7. AN EASEMENT FOR WATER LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 264 OF OFFICIAL RECORDS, PAGE 299. **(AS SHOWN)**
8. AN EASEMENT FOR HIGHWAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 340 OF OFFICIAL RECORDS, PAGE 46. **(AS SHOWN)**
9. AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 2525 OF OFFICIAL RECORDS, PAGE 237. **(AS SHOWN)**
10. AN EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 2579 OF OFFICIAL RECORDS, PAGE 692. **(AS SHOWN)**
11. AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 2595 OF OFFICIAL RECORDS, PAGE 255. **(AS SHOWN)**
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CVID RESOLUTION NO. 96-2" RECORDED AS BOOK 3223 OF OFFICIAL RECORDS, PAGE 538 AND RE-RECORDED AS BOOK 3230 OF OFFICIAL RECORDS, PAGE 961. **(BLANKET IN NATURE TO PARENT PARCEL)**
13. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED AS BOOK 7 OF LAND SURVEYS, PAGE 62 AND RECORDED AS BOOK 10 OF LAND SURVEYS, PAGE 37. **(NOTHING TO PLOT)**
14. ALL MATTERS AS SET FORTH IN ALTA/ACSM LAND TITLE SURVEY, RECORDED AS BOOK 175 OF LAND SURVEYS, PAGE 63. **(NOTHING TO PLOT)**

FLOOD ZONE

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE "X" AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1680C, DATED SEPTEMBER 3, 2010. ZONE "X" IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.

SITE ADDRESS

202 N. STATE ROUTE 89
CHINO VALLEY, AZ 86323

SURVEYOR'S NOTES

1. MONUMENTS SHOWN HEREON ACTUALLY EXIST OR WILL BE SET AS NOTED ON THIS SURVEY.
2. ALL BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE MEASURED UNLESS OTHERWISE NOTED.
3. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO.: NCS-816594-8-PHX1 EFFECTIVE DATE: 10/11/2016 AT 7:30AM.
4. THERE IS NO OBSERVABLE EVIDENCE BY THE SURVEYOR OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
5. THIS IS AN ABOVE-GROUND SURVEY AND PHYSICAL LOCATIONS ARE LIMITED TO VISIBLE IMPROVEMENTS ONLY. UNDERGROUND UTILITIES, IF SHOWN, ARE BASED ON INFORMATION PROVIDED BY THE VARIOUS UTILITY COMPANIES AND THESE LOCATIONS MAY VARY AND THEREFORE BE CONSIDERED APPROXIMATE. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS DRAWING. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
6. FLOOD ZONE DESIGNATIONS SHOWN HEREON ARE FROM THE GOVERNING AGENCY OR TAKEN FROM THE BEST AVAILABLE RECORDS. THE SURVEYOR DOES NOT GUARANTEE THE ACCURACY OF ANY INFORMATION FROM SUCH AGENCY OR RECORDS.
7. THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD OF TECHNICAL REGISTRATION IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT OF THIS CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.
8. THIS SURVEY IS NOT INTENDED TO HAVE THE EFFECT OF SPLITTING, COMBINING OR PLATTING LAND AND IS ONLY INTENDED TO REFLECT THE BOUNDARY'S DESCRIBED UNDER EXHIBIT "A" IN THE TITLE REPORT PROVIDED TO THE SURVEYOR.

PROPOSED LEASE AREA

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI STATE OF ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 364.06 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 114.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°26'37" WEST, A DISTANCE OF 49.38 FEET; THENCE NORTH 30°43'00" EAST, A DISTANCE OF 50.08 FEET; THENCE SOUTH 60°01'46" EAST, A DISTANCE OF 49.13 FEET; THENCE SOUTH 30°26'12" WEST, A DISTANCE OF 51.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET MORE OR LESS.

PROPOSED ACCESS EASEMENT

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'27" WEST, A DISTANCE OF 273.19 FEET; THENCE SOUTH 29°36'38" WEST, A DISTANCE OF 153.32 FEET; THENCE SOUTH 58°26'37" EAST, A DISTANCE OF 37.93 FEET; THENCE NORTH 30°43'00" EAST, A DISTANCE OF 25.23 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

CONTAINING 5,876 SQUARE FEET MORE OR LESS.

LAND SURVEYOR'S CERTIFICATION

TO: SUN STATE TOWERS III, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY IN WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(a), 7(b)(1), 8, 11, 13, 16, 19 & 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 17, 2016.

MARK J. GRIM RLS # 51969 — DATE: 03/30/2017

TERRAMARK LAND SURVEYING
1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85085
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

ALTA/NSPS LAND TITLE SURVEY
AZ09-007 CHINO II

REGISTERED LAND SURVEYOR 51969 MARK J. GRIM ARIZONA U.S.A.
EXPIRES 03/31/20

JOB NO:	1603007
SURVEY DATE	10/17/16
FIELD BY:	MJG
DRAWN BY:	MJG
APPROVED BY:	MJG

SE1/4 SECTION 22
T16N, R2W
YAVAPAI COUNTY, AZ

= existing leased area

= existing access easement

= existing utility easement

PROPOSED UTILITY EASEMENT

A 3.00 FOOT WIDE STRIP OF LAND BEING PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 364.06 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 114.55 FEET; THENCE NORTH 30°26'12" EAST, A DISTANCE OF 6.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°12'12" EAST, A DISTANCE OF 167.99 FEET TO A POINT HERON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 63°12'12" EAST, A DISTANCE OF 98.78 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND AND TO THE POINT OF TERMINUS.

ALSO, BEGINNING AT SAID POINT "A"; THENCE NORTH 25°28'08" EAST, A DISTANCE OF 138.28 FEET; THENCE NORTH 60°12'28" WEST, A DISTANCE OF 22.73 FEET TO THE POINT OF TERMINUS.

CONTAINING 1,279 SQUARE FEET MORE OR LESS.

LEGEND

	FOUND BRASS CAP FLUSH
	FOUND AS NOTED
	SEWER MANHOLE
	GROUND HANDHOLE
	TELEPHONE VAULT
	TELEPHONE PEDESTAL
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	BACKFLOW PREVENTER
	IRRIGATION CONTROL VALVE
	ELECTRIC JUNCTION BOX
	ELECTRIC METER
	POWER POLE
	ELECTRIC TRANSFORMER
	LIGHT POST
	STREET LIGHT W/ MAST ARM
	BOLLARD
	BREAKLINE
	CELLULAR TOWER
FND	FOUND
EX	EXISTING
C.M.U.	CONCRETE MASONARY UNIT
C.L.F.	CHAIN LINK FENCE
A.G.L.	ABOVE GROUND LEVEL
Y.C.R.	YAVAPAI COUNTY RECORDER
R/W	RIGHT-OF-WAY
	PARCEL LINE
	BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	SECTION LINE
	CHAIN LINK FENCE
	WOOD FENCE
SS	U/G SANITARY SEWER LINE
OHE	O/H ELECTRIC LINE
	PAVED AREA
	GRAVEL AREA
	CONCRETE AREA

LINE TABLE

LINE	LENGTH	BEARING
L1	121.67'	N0° 00' 00"E
L2	50.00'	N60° 04' 34"W
L3	50.00'	N29° 55' 26"E
L4	50.00'	S60° 04' 34"E
L5	50.00'	S29° 55' 26"W
L6	4.69'	N29° 55' 26"E
L7	179.60'	S63° 12' 12"E
L8	98.78'	S63° 12' 12"E
L9	138.28'	N25° 28' 08"E
L10	22.73'	N60° 12' 28"W
L11	273.19'	S89° 46' 27"W
L12	154.31'	S29° 36' 38"W
L13	43.86'	S59° 57' 23"E
L14	114.55'	N0° 00' 00"E
L15	49.38'	N58° 26' 37"W
L16	50.08'	N30° 43' 00"E
L17	49.13'	S60° 01' 46"E
L18	51.44'	S30° 26' 12"W
L19	153.32'	S29° 36' 38"W
L20	37.93'	S58° 26' 37"E
L21	25.23'	N30° 43' 00"E
L22	6.89'	N30° 26' 12"E
L23	167.99'	S63° 12' 12"E

TERRAMARK LAND SURVEYING
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www.terramarksurveying.com

ALTA/NSPS LAND TITLE SURVEY
AZ09-007 CHINO II

REGISTERED LAND SURVEYOR
51969
MARK J. GRIM
ARIZONA U.S.A.
EXPIRES 03/31/20

JOB NO:	1603007
SURVEY DATE	10/17/16
FIELD BY:	MJG
DRAWN BY:	MJG
APPROVED BY:	MJG

SE1/4 SECTION 22
T16N, R2W
YAVAPAI COUNTY, AZ

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI STATE OF ARIZONA.

TITLE REPORT LEGAL DESCRIPTION

PARCEL NO. 1:
A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI STATE OF ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°04'34" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 60°04'34" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29°55'26" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPTHA, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE AS RESERVED IN DEED RECORDED MARCH 31, 1941 IN BOOK 177 OF DEEDS, PAGE 437, AND EXCEPTING ONE-FOURTH INTEREST IN ALL MINERALS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED NOVEMBER 24, 1958 IN BOOK 141 OF OFFICIAL RECORDS, PAGES 278-282.

PARCEL NO. 2:
UTILITY EASEMENT OVER A 3.00 FOOT WIDE STRIP OF LAND BEING PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'46" EAST, THE LINE OF SAID PARCEL, A DISTANCE OF 354.85 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.67; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 4.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°12'12" EAST, A DISTANCE OF 179.60 FEET TO A POINT HERON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 63°12'12" EAST, A DISTANCE OF 98.78 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND AND TO THE POINT OF TERMINUS.

ALSO, BEGINNING AT SAID POINT "A"; THENCE NORTH 25°28'08" EAST, A DISTANCE OF 138.28 FEET; THENCE NORTH 60°12'28" WEST, A DISTANCE OF 22.73 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT AND TO TERMINATE UPON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

PARCEL NO. 3:
ACCESS EASEMENT OVER A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4571, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'27" WEST, A DISTANCE OF 273.19 FEET; THENCE SOUTH 29°36'38" WEST, A DISTANCE OF 154.31 FEET; THENCE SOUTH 59°57'23" EAST, A DISTANCE OF 43.86 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

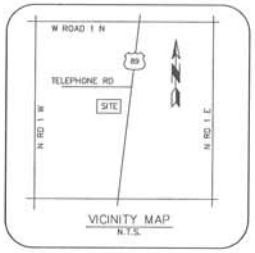
PARCEL SIZE

PARCEL NO.1	2,500 SQ.FT.
PARCEL NO.2	1,314 SQ.FT.
PARCEL NO.3	5,656 SQ.FT.
TOTAL	9,470 SQ.FT.

BASIS OF BEARING

THE NORTH-SOUTH MID-SECTION LINE OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.

BEARING = NORTH 02°17'59" EAST



VICINITY MAP
N.T.S.

TITLE REPORT SCHEDULE "B" ITEMS

1. ANY ADDITIONAL TAXES WHICH MAY BECOME A LIEN BY REASON OF THE COUNTY ASSESSOR REASSESSING THE WITHIN DESCRIBED PREMISES FOR THE YEAR(S) 2016. **(NOTHING TO PLOT)**
2. THE RIGHT TO ENTER UPON SAID LAND, PROSPECT FOR, MINE AND REMOVE AN UNDIVIDED ONE-HALF INTEREST IN GAS AND OTHER MINERALS, AS RESERVED IN INSTRUMENT RECORDED AS BOOK 177 OF DEEDS, PAGE 437. **(BLANKET IN NATURE TO PARENT PARCEL)**
3. THE RIGHT TO ENTER UPON SAID LAND, PROSPECT FOR, MINE AND REMOVE ONE-FOURTH INTEREST IN AND TO ALL MINERALS AND MINERAL RIGHTS, INCLUDING OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AS RESERVED BY INSTRUMENT RECORDED AS BOOK 141 OF OFFICIAL RECORDS, PAGE 278. **(BLANKET IN NATURE TO PARENT PARCEL)**
4. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF. **(NOTHING TO PLOT)**
5. AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 108 OF DEEDS, PAGE 284. **(AS SHOWN)**
6. AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 272 OF DEEDS, PAGE 311. **(AS SHOWN)**
7. AN EASEMENT FOR WATER LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 264 OF OFFICIAL RECORDS, PAGE 299. **(AS SHOWN)**
8. AN EASEMENT FOR HIGHWAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 340 OF OFFICIAL RECORDS, PAGE 46. **(AS SHOWN)**
9. AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 2525 OF OFFICIAL RECORDS, PAGE 237. **(AS SHOWN)**
10. AN EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 2579 OF OFFICIAL RECORDS, PAGE 692. **(AS SHOWN)**
11. AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 2595 OF OFFICIAL RECORDS, PAGE 255. **(AS SHOWN)**
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CVID RESOLUTION NO. 96-2" RECORDED AS BOOK 3223 OF OFFICIAL RECORDS, PAGE 538 AND RE-RECORDED AS BOOK 3230 OF OFFICIAL RECORDS, PAGE 961. **(BLANKET IN NATURE TO PARENT PARCEL)**
13. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED AS BOOK 7 OF LAND SURVEYS, PAGE 62 AND RECORDED AS BOOK 10 OF LAND SURVEYS, PAGE 37. **(NOTHING TO PLOT)**
14. ALL MATTERS AS SET FORTH IN ALTA/ACSM LAND TITLE SURVEY, RECORDED AS BOOK 175 OF LAND SURVEYS, PAGE 63. **(NOTHING TO PLOT)**

FLOOD ZONE

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1680G, DATED SEPTEMBER 3, 2010. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.

SITE ADDRESS

202 N. STATE ROUTE 89
CHINO VALLEY, AZ 86323

SURVEYOR'S NOTES

1. MONUMENTS SHOWN HEREON ACTUALLY EXIST OR WILL BE SET AS NOTED ON THIS SURVEY.
2. ALL BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE MEASURED UNLESS OTHERWISE NOTED.
3. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO.: NCS-816594-8-PHX1 EFFECTIVE DATE: 10/11/2016 AT 7:30AM.
4. THERE IS NO OBSERVABLE EVIDENCE BY THE SURVEYOR OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
5. THIS IS AN ABOVE-GROUND SURVEY AND PHYSICAL LOCATIONS ARE LIMITED TO VISIBLE IMPROVEMENTS ONLY. UNDERGROUND UTILITIES, IF SHOWN, ARE BASED ON INFORMATION PROVIDED BY THE VARIOUS UTILITY COMPANIES AND THESE LOCATIONS MAY VARY AND THEREFORE BE CONSIDERED APPROXIMATE. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS DRAWING. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
6. FLOOD ZONE DESIGNATIONS SHOWN HEREON ARE FROM THE GOVERNING AGENCY OR TAKEN FROM THE BEST AVAILABLE RECORDS. THE SURVEYOR DOES NOT GUARANTEE THE ACCURACY OF ANY INFORMATION FROM SUCH AGENCY OR RECORDS.
7. THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD OF TECHNICAL REGISTRATION IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT OF THIS CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.
8. THIS SURVEY IS NOT INTENDED TO HAVE THE EFFECT OF SPLITTING, COMBINING OR PLATTING LAND AND IS ONLY INTENDED TO REFLECT THE BOUNDARY'S DESCRIBED UNDER EXHIBIT "A" IN THE TITLE REPORT PROVIDED TO THE SURVEYOR.

PROPOSED LEASE AREA

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI STATE OF ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 364.06 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 114.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°26'37" WEST, A DISTANCE OF 49.38 FEET; THENCE NORTH 30°43'00" EAST, A DISTANCE OF 50.08 FEET; THENCE SOUTH 60°01'46" EAST, A DISTANCE OF 49.13 FEET; THENCE SOUTH 30°26'12" WEST, A DISTANCE OF 51.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET MORE OR LESS.

PROPOSED ACCESS EASEMENT

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'27" WEST, A DISTANCE OF 273.19 FEET; THENCE SOUTH 29°36'38" WEST, A DISTANCE OF 153.32 FEET; THENCE SOUTH 58°26'37" EAST, A DISTANCE OF 37.93 FEET; THENCE NORTH 30°43'00" EAST, A DISTANCE OF 25.23 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

CONTAINING 5,876 SQUARE FEET MORE OR LESS.

LAND SURVEYOR'S CERTIFICATION

TO: SUN STATE TOWERS III, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY IN WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(a), 7(b)(1), 8, 11, 13, 16, 19 & 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 17, 2016.

MARK J. GRIM RLS # 51969 — DATE: 03/30/2017

TERRAMARK LAND SURVEYING
1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85085
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

ALTA/NSPS LAND TITLE SURVEY
AZ09-007 CHINO II

REGISTERED LAND SURVEYOR 51969 MARK J. GRIM ARIZONA U.S.A.
EXPIRES 03/31/20

JOB NO:	1603007
SURVEY DATE	10/17/16
FIELD BY:	MJG
DRAWN BY:	MJG
APPROVED BY:	MJG

SE1/4 SECTION 22
T16N, R2W
YAVAPAI COUNTY, AZ

PROPOSED UTILITY EASEMENT

A 3.00 FOOT WIDE STRIP OF LAND BEING PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 364.06 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 114.55 FEET; THENCE NORTH 30°26'12" EAST, A DISTANCE OF 6.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63°12'12" EAST, A DISTANCE OF 167.99 FEET TO A POINT HERON REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 63°12'12" EAST, A DISTANCE OF 98.78 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND AND TO THE POINT OF TERMINUS.

ALSO, BEGINNING AT SAID POINT "A"; THENCE NORTH 25°28'08" EAST, A DISTANCE OF 138.28 FEET; THENCE NORTH 60°12'28" WEST, A DISTANCE OF 22.73 FEET TO THE POINT OF TERMINUS.

CONTAINING 1,279 SQUARE FEET MORE OR LESS.

= proposed leased area

= proposed access easement

= proposed utility easement

LEGEND

	FOUND BRASS CAP FLUSH
	FOUND AS NOTED
	SEWER MANHOLE
	GROUND HANDHOLE
	TELEPHONE VAULT
	TELEPHONE PEDESTAL
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	BACKFLOW PREVENTER
	IRRIGATION CONTROL VALVE
	ELECTRIC JUNCTION BOX
	ELECTRIC METER
	POWER POLE
	ELECTRIC TRANSFORMER
	LIGHT POST
	STREET LIGHT W/ MAST ARM
	BOLLARD
	BREAKLINE
	CELLULAR TOWER
FND	FOUND
EX	EXISTING
C.M.U.	CONCRETE MASONARY UNIT
C.L.F.	CHAIN LINK FENCE
A.G.L.	ABOVE GROUND LEVEL
Y.C.R.	YAVAPAI COUNTY RECORDER
R/W	RIGHT-OF-WAY
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ALTA/NSPS LAND TITLE SURVEY
AZ09-007 CHINO II

EXPIRES 03/31/20

JOB NO:	1603007
SURVEY DATE	10/17/16
FIELD BY:	MJG
DRAWN BY:	MJG
APPROVED BY:	MJG

SE1/4 SECTION 22
T16N, R2W
YAVAPAI COUNTY, AZ