



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, SEPTEMBER 14, 2021
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. Presentation and recognition to Dave, Paula, Nathaniel, and Wyatt Pizinger for their volunteer hours at the 9/11 memorial site. (Mayor Miller and Vice-Mayor Perkins)
 - b. Presentation by Corey Christian with the County Library Network regarding their annual contributions, and how the County and Municipalities work together. (Cindy Blackmore, Town Manager)
 - c. Presentation of business of the quarter to Chino Rentals by the Chino Valley Chamber of Commerce. (Lorrette Brashear, Chamber Director)
 - d. **p.5** Introduction and presentation of Town of Chino Valley new employee hires. (Laura Kyriakakis, Human Resources Director)

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. Individuals who wish to speak, please state your first and last name and if you reside in Chino Valley Town Limits.

4. 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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. 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. **p.7** Consideration and possible action to approve the Bolt Internet - Shooting Range Land Lease Agreement. (Spencer Guest, IT Manager)
- b. **p.63** Consideration and possible action to approve an expenditure of Government of Highway Safety (GOHS) Grant Funds in the amount of \$30,455.00 for Selective Traffic Enforcement Program (STEP) overtime, related materials, and supplies. (Chuck Wynn, Police Chief)
- c. **p.65** Consideration and possible action to approve Resolution No. 2021-1188, Intergovernmental Agreement with the Arizona Department of Public Safety, Gang & Immigration Intelligence Team Enforcement Mission (GIITEM), and Chino Valley Police Department. (Chuck Wynn, Police Chief)
- d. **p.73** Consideration and possible action to approve Resolution No. 2021-1191 to accept 0.262 acres of property, with Yavapai County Parcel number 306-20-031S as Right of Way and reimburse John de Jong \$2,287.83 for expenses incurred. (Will Dingee, Senior Planner)
- e. **p.85** Consideration and possible action to approve the August 24, 2021, regular meeting minutes.

6. 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.

7. ADJOURNMENT

Dated this 9th day of September, 2021.

By: *Erin N. Deskins, 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 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.

Council meetings are live-streamed on Town of Chino Valley Facebook page, and Zoom.

Join Zoom Webinar: <https://us02web.zoom.us/j/81326335529>

Telephone: 877 853 5247 (toll free) or 888 788 0099 (toll free)

iPhone one-tap:US: +13462487799,,81326335529# or +16699009128,,81326335529#

Webinar ID: 813 2633 5529

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: _____
Erin N. Deskins, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. d.

Meeting Date: 09/14/2021
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Introduction and presentation of Town of Chino Valley new employee hires. (Laura Kyriakakis, Human Resources Director)

SITUATION & ANALYSIS:

The following individuals have joined the Town of Chino Valley, One Town One Team. Welcome!

Employee Name	Department	Position	Hire Date
Lawrence Digges	Information Technology	Audio/Vidual Technician	3/09/2021
Sara Burchill	Town Manager's Office	Sr. Administrative Technician	3/31/2021
Joseph Perey	Public Works - Roads	Roads Maintenance Worker	4/12/2021
Joseph Vnuk	Public Works - Roads	Roads Maintenance Worker	5/10/2021
N. Marie Wise	Community Services - Library	Library Clerk	5/17/2021
Joan Dwyer	Municipal Court	Presiding Magistrate	7/1/2021
David Schlien	Community Services - Parks	Parks Maintenance Worker	7/12/2021
Matthew Green	Public Works - Fleet	Fleet Supervisor	7/19/2021
Bethan Heng	Development Services	Planner	8/23/2021
Steven Boughner	Public Works - Roads	Roads Maintenance Worker	8/30/2021
Laurie Lineberry	Development Services	Development Services Director	9/21/2021

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 09/14/2021
Contact Person: Spencer Guest, IT Specialist
 Phone: 928-636-2646 x-1215
Department: Finance
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Bolt Internet - Shooting Range Land Lease Agreement.
 (Spencer Guest, IT Manager)

RECOMMENDED ACTION:

Approve the Bolt Internet - Shooting Range Land Lease Agreement.

SITUATION AND ANALYSIS:

Bolt Internet Inc. (Bolt) is a wireless Internet provider that has been servicing customers within the Town of Chino Valley and surrounding areas for approximately 10 years. In addition to providing a range of connection speeds for both residential and business customers, Bolt has played a key role in servicing customers who are outside the service reach of other landline providers. The Town of Chino Valley itself has also utilized the services of Bolt to provide the needed connections to some of its remote facilities.

Approximately 2 years ago, Bolt expressed interest in establishing a new tower relay location in Chino Valley to enhance their ability to service customers that remained difficult to serve with their current tower sites. They were interested in a location adjacent to the Town's shooting range where the previous range master's residence was once located. This site is on a ridgeline with increased elevation, that is ideal for servicing customers on the east side of Chino Valley and those situated along Perkinsville road. The Town was in negotiations at that time to secure a new shooting range management organization that would operate the public shooting range which caused delays with Bolt's request to secure a land lease agreement.

The Town's MIS staff has been working with Bolt and the Town's legal team to negotiate an acceptable land lease agreement that is mutually beneficial to Bolt and the Town's interests (see attachment Bolt Internet Land Lease Agreement). Additionally, Bolt has completed survey work for the site and submitted a site plan for a repeater site that was approved by the Town's Development Services department on 3/25/2021 (see attachment Bolt Internet Land Lease Agreement). The repeater location is mainly composed of a small 8' x 10' building with 2 affixed, 20ft lattice tower masts to which their wireless equipment would be attached. The land lease for the site has been estimated to have a value of \$500/month from which the Town will gain the following in-kind services and benefits at no cost:

1. Installation and operation of one dedicated link (25mbps down/10mbps up) for the Law Enforcement training facility located on the Property for internet and camera use, with a value of approximately \$150.00 per month.
2. Installation and operation of one dedicated link (25mbps down/10mbps up) for the Chino Valley Waste Water Treatment facility, with a value of approximately \$150.00 per month.
3. Colocation space on either or both of the 20-foot G25 Rohn towers for Town-owned or operated wireless equipment if needed for future use, with a value of approximately \$15.00 per month;
4. Temporary wireless internet connection (25mbps down/10mbps up) for a serviceable Town facility for up to four months if a need arises, with a value of approximately \$20.00 per month.
5. Temporary wireless internet connection (25mbps down/10mbps up), not to exceed three days) for Town special events up to four times a year, with a value of approximately \$100 per month.

Bolt Internet will also pay the Town \$150/month in addition to the in-kind services as part of the land lease agreement to fulfill the \$500/monthly valuation.

It should also be considered, that in addition to the in-kind services there are also benefits that are realized for the residents, businesses and entire community of Chino Valley. The proximity of the proposed Bolt site to the Town's Old Home Manor business park could be an additional draw for potential businesses to establish their operations. Second, the availability of multiple Internet service providers to citizens and businesses, allows for competitive selection of services that fits the needs of each member of the community. Third, the rural nature of Chino Valley along with the large parcels of land, at times can limit the availability of landline service providers within certain neighborhoods. This fact, often necessitates the choice of wireless providers such as Bolt to provide needed internet services to those citizens.

The lease term is five years, with the option for 3 additional five year renewal terms.

The base rent (as outlined above) will be \$500 per month the first year. The base rent will increase 3.5% annually.

The Lessee will be responsible for all utility costs for operations at the site.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

This land lease agreement will provide a revenue stream to the Town of \$150/month.

Attachments

Bolt Internet - Shooting Range Land Lease Agreement

LAND LEASE AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

THIS LAND LEASE AGREEMENT (this “Agreement”) is entered into August 24, 2021 (the “Effective Date”), between Bolt Internet, Inc., an Arizona corporation (the “Lessee”), and the Town of Chino Valley, an Arizona municipal corporation (the “Town”). The Town and the Lessee are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Town owns certain real property described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

B. Lessee and the Town desire to enter into this Agreement to grant Lessee the right to construct, operate and maintain the Communications Facilities (as defined below) on the Property as shown on the site plan entitled “Town of Chino Valley, Arizona Bolt Internet Site Plan Repeater Site,” prepared by or on behalf of Civiltec Engineering, Inc., sheet numbers 1 through 3, date stamped by Kenneth R. Davidson on March 24, 2021, attached hereto as Exhibit B and incorporated herein by reference (the “Plans”).

C. The Lessee also desires non-exclusive easements for (i) the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more utility easements (as defined more particularly in Subsection 2.1 below) and (ii) ingress and egress over the Property (as defined more particularly in Subsection 2.3 below). The Property, the Utility Easements and the Access Easement are collectively referred to herein as the “Premises.”

D. Pursuant to this Agreement, the Lessee and the Town desire to establish their respective rights and responsibilities for the construction and operation of the Communications Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Lessee hereby agree as follows:

1. Lease Agreement.

1.1 Definitions. When capitalized, the following terms shall have the meanings set forth below:

“Access Easement” means an easement in the form set forth in Exhibit E.

“Additional Rent” means all amounts owed under this Agreement except Base Rent and In-Kind Contributions.

“Base Rent” has the meaning set forth in Section 1.4(A).

“Commencement Date” has the meaning set forth in Section 1.2.

“Communications Facilities” means the improvements and equipment described and depicted on the Plans.

“Effective Date” means the date set forth in the introductory paragraph of the Agreement.

“Extension Term” or “Extension Terms” means one or more additional five-year terms commencing after the Initial Lease Term.

“In-Kind Contributions” means the items and services described in Subsection 1.4(B).

“Initial Lease Term” means the period of time beginning on the Commencement Date and ending on the fifth anniversary of the Commencement Date.

“Lease Term” means the Initial Lease Term and any Extension Terms.

“Masts” means the 25G Rohn masts described in Section 3.1.

“Notice of Extension” means the written notice from Lessee to Town of Lessee’s election to extend the Lease Term by one Extension Term.

“Plans” means the plans and specifications for the Communications Facilities as set forth in Exhibit B.

“Premises” means the Property, the Utility Easements and the Access Easement.

“Property” means the real property described in Exhibit A.

“Rent” means the Base Rent, Additional Rent and In-Kind Contributions.

“Site Activation Date” means the 1st day of the month following the date of notice from Town that the Communications Facilities have passed final construction inspection.

“Temporary Construction Easement” means an easement in the form set forth in Exhibit D.

“Utility Easement” means an easement in the form set forth in Exhibit C.

1.2 Initial Lease Term. The initial term of this Agreement shall be five years commencing on the Commencement Date and terminating on the fifth anniversary of the Commencement Date, unless otherwise sooner terminated as provided herein. This Agreement shall commence based upon the date Lessee commences installation of the Communications Facilities on the Premises, but in no event later than February 24, 2022. If the Commencement

Date has not occurred on or before February 24, 2022, this Agreement shall automatically terminate without further action of the Parties. In the event the date Lessee commences construction and installation of any part of the Communications Facilities falls between the 1st and 15th of the month, the Initial Lease Term shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Initial Lease Term shall commence on the 1st day of the following month (the "Commencement Date"). The Town and Lessee agree that they shall acknowledge in writing the Commencement Date. Notwithstanding anything to the contrary contained herein, the Town and Lessee acknowledge and agree that initial Base Rent shall not be paid by Lessee until 30 days after a written acknowledgment confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgment confirming the Commencement Date is dated January 14, Lessee shall pay to the Town the rental payments for January 1 and February 1 by February 13.

1.3 Renewal. Upon expiration of the Initial Lease Term, Lessee may request to extend the Lease Term for up to three additional Extension Terms on the same terms and conditions as set forth for the Initial Lease Term except for the Rent by delivering to the Town a Notice of Extension at least 90 but not earlier than 180 days prior to the expiration of the Initial Lease Term or any then-current Extension Term, as applicable. Only upon the giving of the Notice of Extension in accordance with the foregoing provisions will the Lease Term be extended in accordance with such notice. The Town may deny an Extension Term by written notification of its intention not to extend the Lease Term within 30 days after receipt of Lessee's Notice of Extension or at any time at least two years prior to the expiration of the Initial Lease Term or applicable Extension Term. In the event the Town fails to provide a notice of non-extension, the Lease Term shall be deemed extended for the applicable Extension Term. Notwithstanding anything herein to the contrary, the Town shall have the unconditional right, with or without cause, to terminate this Agreement upon two years' prior written notice; provided, however, that such notice shall not be given within four years following the Effective Date.

1.4 Rent.

A. Base Rent.

(1) Lessee shall pay Base Rent in the amount and in the manner specified hereunder, commencing on the Commencement Date. All rent shall be due and payable in advance not later than the first day of each month. Notwithstanding the payment deadlines set forth above, the Lessee may pay Base Rent in advance at its sole option and without penalty.

(2) Base Rent during the first year of the Initial Lease Term shall be \$500.00 per month, less the combined value of the Section 1.4(B) In-Kind Contributions. The Base Rent shall increase by 3.5% on each anniversary of the Commencement Date throughout the Term of this Agreement.

B. In-Kind Contributions.

(1) Lessee shall provide the following In-Kind Contributions at no cost to the Town: (a) installation and operation of one dedicated link (25 x 10, 25mbps

down/10mbps up) for the Law Enforcement training facility located on the Property for internet and camera use, which the Parties agree has a value of approximately **\$150.00 per month**; (b) installation and operation of one dedicated link (25 x 10, 25mbps down/10mbps up) for the Chino Valley Waste Water Treatment facility, which the Parties agree has a value of approximately **\$150.00 per month**; (c) colocation space on either or both of the 20-foot G25 Rohn towers for Town-owned or operated wireless equipment, as needed, determined in Town's sole and absolute discretion, provided Town's equipment (i) does not interfere with Lessee's ability to services its customers, and (ii) Town provides the equipment and utilities required for Town's colocation needs, which the Parties agree has a value of approximately **\$15.00 per month**; (d) temporary wireless internet connection (25mbps down/10mbps up) for a serviceable Town facility for up to four months if a need arises, which the Parties agree has a value of approximately **\$20.00 per month**; and (e) temporary wireless internet connection (25mbps down/10mbps up, not to exceed three days) for Town special events up to four times a year, which the Parties agree has a value of approximately **\$15.00 per month**.

(2) In-Kind Contributions shall activate and become part of the Rent on the Site Activation Date.

C. Additional Rent. Additional Rent owed by Lessee under this Agreement shall be paid in the same manner as Base Rent.

D. Late Rent. Should any installment of Base Rent or Additional Rent not be paid within 15 days following the date due, a 10% late fee shall be added to the amount due. Furthermore, any and all amounts payable by Lessee under this Agreement that are not paid within 15 days following the date due shall accrue interest at the rate of 1% per month from the date the amount first came due until paid. Lessee expressly agrees that the foregoing represent reasonable estimates of the Town's costs in the event of delay in payment of the Base Rent and Additional Rent and is not a penalty.

E. No Setoffs. All Rent shall be paid in full directly to the Town without setoff, demand or deduction of any description. Lessee expressly (1) waives any right of setoff and (2) acknowledges that the Base Rent has been established at an amount that takes into consideration the In-Kind Contributions in Subsection 1.4(B) above.

F. Holding Over. Any holding over after the expiration of the Lease Term with the consent of the Town shall be construed to be a tenancy from month to month at a Base Rent of 150% of the Base Rent in effect for the last year of the Lease Term, and shall otherwise be for the term and on the conditions herein specified, so far as applicable. Lessee shall continue to provide the In-Kind Contributions during any holding over period.

1.5 Utilities. Lessee shall pay for all utilities it consumes in its operations on the Premises (separately metered and using separate circuits). Lessee shall pay the cost of the separate meter. The Town agrees to execute such documents or easements as may be reasonably required by utility companies or others to provide such service; provided, however, that any easement necessary for such power or other utilities shall be at a location reasonably acceptable to the Town and the servicing utility company and may, at the Town's election, be extinguished by the Town at the termination of this Agreement. All utility lines shall be underground unless

expressly permitted otherwise in writing by the Town Manager and shall be re-vegetated in a manner acceptable to the Town.

1.6 Taxes and Assessments. Lessee shall pay all real, leasehold and personal property taxes or assessments assessed on, or any portion of such taxes attributable to Lessee's operations on the Premises. As required by ARIZ. REV. STAT. § 42-6206, notice is hereby given that Lessee shall be responsible for any and all government property lease excise taxes described in ARIZ. REV. STAT. § 42-6201 *et seq.* or similar laws in force from time to time. In the event that Lessee is found to be in violation of its obligation to pay taxes or assessments to the Town pursuant to applicable law, failure by Lessee to pay such taxes or assessments after receipt of notice and opportunity to cure is an event of default that could result in divesting the Lessee of any interest in or right of occupancy of the Premises.

1.7 Acceptance of the Premises. Lessee warrants that it has inspected the Premises and accepts the Premises "as is" and in the condition existing as of the Effective Date. Town makes no representation or warranty with respect to the condition of the Premises or its suitability for use by Lessee.

2. Easements.

2.1 Utility Easements. The Town hereby grants to Lessee non-exclusive easements in the form attached hereto as Exhibit C and incorporated herein by reference, for the installation and maintenance of utility wires, poles, cables, conduits and pipes over or under the Property as depicted on the Plans (the "Utility Easements"). The Utility Easements will be at locations approved by the Town in its sole discretion. If the Utility Easement Area is not described, depicted, and attached at the execution of this Agreement, the easement documents must be executed and appended to Exhibit C, and made a part thereof, prior to the date Lessee commences construction and installation of any part of the Communications Facilities. Lessee shall be responsible for, at its sole cost and expense, the repair of any damage to the Premises, including but not limited to, sidewalks, landscaping, storm drains, erosion control, perimeter walls and utility lines, caused by the installation, repair and maintenance of Lessee's facilities within Utility Easements.

2.2 Temporary Construction Easement. The Town hereby grants to Lessee the right of entry and access, including ingress and egress, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday only, on foot or by motor vehicle, including trucks over or along the Property, for all purposes necessary during the construction of the Communications Facilities, (as depicted on the Plans), in the form attached hereto as Exhibit D (the "Temporary Construction Easement"). The Temporary Construction Easement will be at locations approved by the Town in its sole discretion. If the Temporary Construction Easement Area is not described, depicted, and attached at the execution of this Agreement, the easement documents must be executed and appended to Exhibit D, and made a part thereof, prior to the date Lessee commences construction and installation of any part of the Communications Facilities. All vehicles on the Property during the construction phase shall maintain a clearance of at least 20 feet from any above-ground equipment or buildings. The Temporary Construction Easement shall terminate upon the later of issuance of a certificate of occupancy or of other final approval by the Town of completion of construction of the Communications Facilities. The Lessee shall be responsible, at its sole cost and expense, for the repair of any damage to the Premises, including but not limited to, sidewalks,

landscaping, storm drain, erosion control and perimeter walls, caused by the Lessee's vehicular access during the Temporary Construction phase that is shown to be caused by said construction access.

2.3 Access Easement. Upon completion of the construction of the Communications Facilities, the Town hereby grants to Lessee the right of entry to access, operate and maintain the Communication Facilities. This includes ingress and egress, seven days per week, twenty-four hours per day, over or along a twelve-foot wide easement across the Property (as depicted on the Plans), in the form attached hereto as Exhibit E (the "Access Easement"). The Access Easement will be at a location approved by the Town in its sole discretion. If the Access Easement Area is not described, depicted, and attached at the execution of this Agreement, the easement documents must be executed and appended to Exhibit E, and made a part thereof, prior to the date Lessee commences construction and installation of any part of the Communications Facilities. In the event Lessee requires vehicular access to operate and maintain the Communications Facilities, Lessee shall be responsible, at its sole cost and expense, for the repair of any damage to the Premises, including but not limited to, sidewalks, landscaping, storm drain, erosion control and perimeter walls, caused by the Lessee's vehicular access.

3. Construction and Maintenance. Subject to the terms and conditions contained in this Agreement, the Town hereby grants to Lessee the right to construct the Communications Facilities within the Property and to thereafter operate and maintain the Communications Facilities.

3.1 Installation of 25G Rohn Masts and Equipment. Lessee shall construct on the Property a communications shed as depicted on the Plans, with two 20-foot Rohn 25G masts attached as depicted on the Plans (the "Masts"), which shall comply with manufacturer's guidelines and recommendations, and related facilities such as a concrete pad for a generator, fuel tank and appurtenance equipment in compliance with the Plans. The Plans shall comply with the manufacturer's guidelines and recommendations and shall not overload the Masts beyond their load limits. Radio equipment shall be substantially similar in size and capability to the Ubiquiti airFiber AF-11FX, Ubiquiti airFiber AF-5XHD, Cambium Networks 3 GHz PMP 450m Access Point and Cambium Networks ePMP 3000 Series. Any review and approval by the Town shall not diminish Lessee's obligations under this Agreement to construct the Masts in compliance with the Plans. Lessee has the right to erect, maintain and operate on the Property foundations, air-conditioned equipment shelters, fences, electronic equipment, radio transmitting and receiving antennas, an emergency generator, supporting equipment and structures thereto, as more particularly described on the Plans. Lessee has the right to erect, maintain and operate on the Property and the Utility Easement utility lines and transmission lines. All improvements constructed and installed by Lessee in compliance with the Plans are hereinafter referred to as the "Communications Facilities," which shall, to the extent reasonably possible, blend into the surroundings.

3.2 Any modifications to the Communications Facilities shall first be approved by Town and are not subject to Section 1609(a) of the Middle Class Tax Relief and Job Creation Act of 2012 or any rule or order of the Federal Communications Commission issued pursuant to Section 1609(A) or subsequent act. Modifications to the Communications Facilities shall not be installed until Lessee has submitted to Town and Town has approved engineering plans for the modifications. Lessee shall obtain all other approvals required by law. Such modifications shall

not materially interfere with any other existing uses. Approved modifications shall become part of the Communications Facilities.

3.3 Installation of Landscaping. Lessee shall install and maintain Town-approved landscaping around the equipment storage shed. If such landscaping requires any irrigation, Lessee shall be responsible for installing, maintaining and operating an irrigation system at the Property to maintain the landscaping in compliance with Town landscaping requirements.

3.4 Radio frequency emissions. Prior to beginning operations, Lessee shall submit a verified report which provides a calculation of its installed peak radio frequency (“RF”) emissions capacity at the Property, the cumulative installed peak RF emissions capacity at the Property and compare the results with established federal radio frequency standards. Town may, at its expense, perform tests as necessary to determine compliance of the Communications Facilities with the Federal radio frequency standards as amended from time to time. If radio frequency emissions are above federally permitted levels, Town may require Lessee to install warning signs, barriers or automatic shutdowns if employees must enter the Property.

3.5 Ownership of Communications Facilities Upon Termination. Upon expiration or early termination by Town of this Agreement, Lessee shall, at its sole cost, expense and risk, remove the Communications Facilities and restore the Property to its original condition, reasonable wear and tear excepted. Subject to Section 9.13 below, all personal property, trade fixtures, and improvements installed by Lessee shall remain the property of Lessee and may be removed by Lessee at any time. The Town hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facilities or any portion thereof. In the event of either Default or Termination below, if the Lessee fails to remove any or all Communications Facilities within sixty days after the Default or Termination dates, then the Town may remove and dispose of Communications Facilities and bill the Lessee for any expenses related to this course of action.

3.6 Permits and Construction.

A. Construction Standards. Promptly following the Effective Date, Lessee shall commence and diligently complete any and all work necessary to prepare, maintain and alter the Premises for the permitted improvements, including obtaining approval of licenses and permits as required by federal, state, county and municipal authorities to the extent such laws relate to Lessee’s use of the Premises. All construction shall be performed in strict compliance with such permits and licenses, as well as the Plans, and no such work may materially interfere with existing Town uses on the Property, nor render the Property materially unfit for use by the Town or damage any existing facilities of the Town. Nothing herein is intended to, nor shall, excuse Lessee’s compliance with all ordinances, codes, and regulations of the Town, including, but not limited to, zoning regulations. The Town agrees to reasonably cooperate, at no cost to the Town, with Lessee’s efforts to obtain any required licenses and permits. Lessee agrees that all work shall be completed by Lessee, its employees, agents and contractors, shall be done with good materials and workmanship and in a lien-free manner and in strict compliance with all applicable laws and governmental regulations.

B. Government Approvals. It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining, after the Effective Date, all the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities which will permit Lessee use of the Premises as set forth in this Agreement. The Town shall cooperate with Lessee in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Premises with respect to the permitted uses thereof by Lessee. If, prior to the Commencement Date, (1) any of such applications for such Governmental Approvals are finally rejected; (2) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (3) Lessee determines that such Governmental Approvals cannot be obtained in a timely manner; (4) Lessee determines that any building structural analysis is unsatisfactory; (5) Lessee determines that any soil boring tests are unsatisfactory; (6) Lessee determines that the Premises is no longer technically compatible for its use; or (7) Lessee, in its sole discretion, determines that its intended use of the Premises is obsolete or unnecessary, Lessee shall have the right to terminate this Agreement. Following the Commencement Date, Lessee may only terminate this Agreement in the manner set forth in Subsection 8.1 below. Notice of Lessee's exercise of its right to terminate shall be given to the Town in writing in the manner set forth in Subsection 9.14 below. The Town shall retain all rental amounts paid prior to said termination date. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder and the obligations to remove the Communications Facilities pursuant to Section 8.5. Otherwise, the Lessee shall have no further obligations for the payment of Rent to the Town.

3.7 Maintenance. Except as otherwise expressly provided herein and for the Lease Term only, Lessee shall be solely responsible, at its sole cost and expense, for all improvements to and maintenance of the Communications Facilities. The Town neither assumes, nor shall it have, any responsibility for the condition of the Premises. Maintenance and operation of the Premises shall not include additional construction work on the Premises.

3.8 Damage to Lessee's Facilities. Except to the extent arising out of the gross negligence or willful misconduct by the Town or its agents, employees or assigns, in the event that Communications Facilities are destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, Lessee shall, within a period of 30 days after the date of such damage, commence the repair, reconstruction and restoration thereof and thereafter prosecute the same diligently to completion, and this Agreement shall continue in full force and effect. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within 45 days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than 45 days, then Lessee may, at any time following such fire or other casualty, terminate this Agreement upon 15 days prior written notice to the Town, subject to the obligations to remove the Communications Facilities pursuant to Section 8.5. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under this Agreement.

4. Permitted Use.

4.1 Lessee's Permitted Activities. The Lessee may only use the Premises for the lawful installation, operation and maintenance of the Communications Facilities, services and uses incidental thereto, including but not limited to the transmission and reception of radio communication signals in all frequencies authorized by governmental authorities.

4.2 Colocation. Except as provided in Section 1.4(B)(1), colocations on the Communications Facilities are not permitted.

4.3 Interference.

A. Lessee shall not operate the Communications Facilities in any manner that materially interferes in any way with governmental or other existing commercial wireless communications or with the Town's facilities or other existing operations on or around the Property. In the event such interference creates a threat to public safety, the Town shall contact Charles Mitchell or Robert Clark at Lessee's Network Operations Center ("NOC") by phone at (928) 717-2658 and email at netops@boltinternet.com to notify them of such interference. If Lessee fails to correct the problem within 24 hours after notice from the Town to the NOC, the Town shall then have the right to immediately correct or remove the interference by whatever means necessary and Lessee shall reimburse the Town for all costs incurred in correcting or removing the interference. In the event the Town is compelled to correct the interference problem, the Town shall not be liable for any costs, consequential damages or loss of revenue associated with the Town's actions. For all other interference problems, Lessee shall take all steps necessary to correct and eliminate the interference within a reasonable time, at its sole cost, risk and expense. If the interference cannot be eliminated within a reasonable length of time, not to exceed seven days, Lessee agrees to immediately cease using the equipment that is creating the interference (except for short tests necessary for the elimination of the interference), and may not recommence using such equipment until the interference has been resolved.

B. If in the future the Town constructs a building or other structure on its property that will interfere with operations of all or part of the Communications Facilities, the Town may require the Lessee to relocate the Communications Facilities. Town shall reimburse the Lessee for the reasonable costs of such relocation.

5. Indemnification. To the extent permitted by law, Lessee shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party") for, from and against any and all losses, claims, damages, liabilities, cost and expenses (including, but not limited to reasonable attorneys' fees, court costs and the cost of appellate proceedings) to which any such Indemnified Party may become subject, on account of: (A) any damages, injury to person or property, or death of any person arising out of any acts, intentional misconduct, errors, omissions, of Lessee, its employees, agents, representatives, consultants or subcontractors, their employees, agents, or representatives on the Premises; or (B) any worker's compensation claims, unemployment compensation claims or unemployment disability compensation claims of employees of Lessee or claims under similar such laws or obligations to the extent arising out of

Lessee's use of the Premises. This indemnification obligation shall not extend to any loss, claim, damage, injury or death, liability, costs, and expenses to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this Section.

6. Insurance.

6.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Lessee, Lessee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms reasonably satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Lessee. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so, provided that such review be subject to the following restrictions: (1) the Town shall execute a nondisclosure agreement in a form reasonably acceptable to Lessee prior to reviewing any policy or endorsements; and (2) any review shall be completed at a time and location reasonably selected by Lessee, which location shall be in the office of Lessee's attorney. Notwithstanding the foregoing, Lessee may redact the following information from disclosed policies and/or endorsements in that it is proprietary and is not relevant to the risk assessment to be made on behalf of the Town: (1) premium amounts including surcharges, taxes and assessments; (2) references to other additional insureds or persons or entities waiving subrogation; (3) any entity specific endorsements relating to other additional insureds; (4) any information identifying a Lessee financial obligation to its insurer or its insurance broker; or (5) any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Lessee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage except Workers' Compensation and Employers liability insurance and Professional Liability insurance, if applicable, and Builder's Risk insurance shall include, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all responsibilities or obligations required under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Lessee's insurance shall be primary insurance with respect to Lessee's obligations under this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its representatives, officials, officers and employees for any claims arising out of the work or services of Lessee. Lessee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Lessee shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Lessee shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Lessee. Lessee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Lessee will provide the Town with suitable evidence of insurance in the form of certificates of insurance. The Town also reserves the right to review, upon request, a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Lessee's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect, provided that such review of any declaration page shall be subject to the following restrictions: (1) the Town shall execute a nondisclosure agreement in a form reasonably acceptable to Lessee prior to reviewing any declaration page; and (2) any review shall be completed at a time and location reasonably selected by Lessee, which location shall be in the office of Lessee's attorney or other mutually agreed upon location. Notwithstanding the foregoing, Lessee may redact information from the declaration page in that it is proprietary and is not relevant to the risk assessment to be made on behalf of the Town: (1) premium amounts including surcharges, taxes and assessments; (2) references to other additional insureds or persons or entities waiving subrogation; (3) any entity specific endorsements relating to other additional insureds; (4) any information identifying a Lessee financial obligation to its insurer or its insurance broker; or (5) any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is

otherwise subject to said insurance policies. The Town shall reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a “claims made” basis, coverage shall extend for two years past completion of the responsibilities or obligations and the Town’s acceptance of the Lessee’s work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Lessee’s responsibility to forward renewal certificates to the Town within 30 days of the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The Town, its representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or substantial equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or substantial equivalent.

(c) Excess Liability – Follow Form to underlying insurance as applicable.

(2) Lessee’s insurance shall be primary insurance as respects Lessee performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation and Employers liability insurance, waive rights of recovery (subrogation) against the Town, its representatives, officers, officials and employees for any claims arising out of work or services performed by Lessee under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

6.2 Required Insurance Coverage.

A. Commercial General Liability. Lessee shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$5,000,000.00

for each occurrence and \$5,000,000.00 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or substantial equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its representatives, officers, officials and employees shall be included as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or substantial blanket equivalent, and if form CG 20 10 03 97 is used, it shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. The commercial general liability policy maintained by Lessee shall contain a provision that the Town, although an additional insured, shall nevertheless be entitled to recover under said policies for loss occasioned to it, its servants or employees, by reason of the negligence of Lessee.

B. Vehicle Liability. Lessee shall maintain Business Automobile Liability insurance with a combined single limit of \$5,000,000.00 each occurrence covering all of Lessee's owned, hired and non-owned vehicles assigned to or used in the performance of the Lessee's responsibilities or obligations under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its representatives, officers, directors, officials and employees shall be included as an Additional Insured code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Lessee engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Lessee shall maintain (or, if applicable, cause its contractors or subcontractors to maintain) Professional Liability insurance covering negligent errors and omissions arising out of any professional services or obligations performed by the Lessee, or anyone employed by the Lessee, with a limit of \$5,000,000.00 each claim and aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services, and the Lessee shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

D. Workers' Compensation Insurance. Lessee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Lessee's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000.00 for each accident, \$500,000.00 disease for each employee and \$1,000,000.00 disease policy limit.

E. Builder's Risk Insurance. Lessee shall be responsible for purchasing and maintaining insurance to protect the Communications Facilities from perils

of physical loss. The insurance shall provide for the full cost of replacement for the Communications Facilities at the time of any loss. The insurance shall include as the named insured Lessee and shall insure against loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, resulting loss arising from defective design, negligent workmanship or defective material. Lessee shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

6.3 Cancellation and Expiration Notice. Upon receipt of notice from its insurer, the Lessee shall provide the Town notice of cancellation of any insurance policy required under this Agreement.

6.4 Alternative to Required Forms. The requirements for the use of specific ISO or ACORD insurance forms and/or compliance with their specific provisions set forth in this Section 6 shall be deemed satisfied in the event Lessee (A) provides such certificates and endorsements on published ISO or ACORD forms or their substantial equivalents and (B) maintains a net worth in excess of \$55,000,000.00 during the Lease Term.

7. Defaults.

7.1 Lessee's Default. If Lessee fails to pay any rental or other amounts payable under this Agreement when due, or if Lessee should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Lessee on account thereof, the Town shall first provide Lessee with written notice of the failure and provide Lessee with a 30-day period to cure such failure if the failure is to pay Rent or any other sum of money under this Agreement, or a 30-day period to cure such failure if the failure is to perform any other covenant, term or condition of this Agreement. If the failure to perform does not involve the payment of Rent or any other sum of money under this Agreement and cannot reasonably be cured within 30 days, Lessee shall not be in default of this Agreement if Lessee commences to cure the failure to perform within the 30-day period and thereafter diligently and in good faith prosecutes the cure to completion provided, however, that no such cure period shall exceed 90 days. In the event Lessee fails to cure its default within the applicable cure period, or Lessee breaches this Agreement or otherwise fails to perform or observe any covenant or condition applicable to it under the terms of this Agreement, then the Town may elect any one or more of the following remedies:

A. Terminate Agreement. Terminate this Agreement pursuant to Subsection 8.1 below.

B. Reentry. Reenter the Property and take possession thereof and remove all persons and personal property therefrom.

C. Other Remedies. Pursue any and all other legal remedies available to it without election, with or without canceling this Agreement, including without limitation recovering its actual damages caused by the breach or failure of Lessee.

7.2 Town's Default. In the event that the Town fails to perform or observe any covenant, term or condition applicable to it under the terms of this Agreement, then Lessee shall first

provide the Town with written notice of the failure and provide the Town a 30-day period to cure such failure. Should the Town fail to cure such failure, then Lessee may: (A) terminate the Agreement; (B) initiate legal action to compel specific performance by the Town; or (C) if specific performance is not available as a remedy, Lessee may sue to recover its actual damages caused by the breach or failure of the Town.

7.3 Limitation of Liability. Except for indemnification pursuant Section 5, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8. Termination; Cancellation.

8.1 For Cause. Either Party may terminate this Agreement upon 30 days' written notice following the expiration of any applicable cure periods set forth above should the other Party fail to substantially perform in accordance with this Agreement's terms, through no fault of the Party initiating the termination. In the event of such termination for cause, payment shall be made by the Lessee to the Town for the undisputed portion of any Rent due as of the termination date.

8.2 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of this Agreement.

8.3 Gratuities. The Town may, by written notice to the Lessee, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Lessee or any agent or representative of the Lessee to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Lessee an amount equal to 150% of the gratuity.

8.4 Automatic Termination of Easements. In the event this Agreement is terminated for any reason as set forth in this Section 8, the Utility Easements and the Access Easement shall automatically terminate without further act of either Party. Following such Termination, Lessee expressly agrees and understands that the Town may record a notice of termination of the Utility Easements and the Access Easement, and that Lessee shall cooperate with the Town as necessary to ensure that the public records clearly indicate the termination of such easements.

8.5 Removal. The Lessee shall, upon expiration of the Lease Term, or within 60 days after any earlier termination of this Agreement, remove its Communications Facilities and

restore the Premises to its original condition, reasonable wear and tear excepted. The Town agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of the Lessee shall remain the personal property of the Lessee and the Lessee shall have the right to remove the same at any time during the Lease Term, whether or not said items are considered fixtures and attachments to real property. If such time for removal causes the Lessee to remain on the Premises after termination of this Agreement, the Lessee shall (A) be deemed to be a holdover, month-to-month tenant, and (B) pay Base Rent at 150% of the Base Rent amount existing on the last day of the Lease Term, until such time as the removal of the Communications Facilities are completed.

9. Miscellaneous.

9.1 Applicable Law; Venue. In the performance of this Agreement, Lessee shall abide by and conform to any and all laws of the United States, State of Arizona and the Town of Chino Valley, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona and any Appellate court of competent jurisdiction. Each Party waives the right to object to such venue for any reason.

9.2 Dispute Resolution. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARIZ. REV. STAT. § 12-1501, *et seq.*, and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Yavapai County, or any such dispute, controversy, claim or cause of action may be litigated in a court of competent jurisdiction. The venue for any such dispute shall be Yavapai County, Arizona, and each Party waives the right to object to venue in Yavapai County for any reason.

9.3 Independent Contractor. The Lessee acknowledges and agrees that its activities under this Agreement are being undertaken as an independent contractor, not as an employee or agent of the Town. Lessee, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Lessee, its employees or subcontractors.

9.4 Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, associate of the other than as contracting Parties, or landlord and tenant. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

9.5 Laws and Regulations. Lessee shall keep fully informed and shall at all times during the performance of its obligations under this Agreement ensure that it and any person for whom the Lessee is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting this Agreement, including the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration ("OSHA") standards.

9.6 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

9.7 Authority. Each person executing this Agreement on behalf of any Party hereto warrants that she/he has the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable her/him to properly execute this Agreement and to bind the person or entity whom she/he represents in accordance with the terms hereof have been followed and/or secured. Each Party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

9.8 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Lessee.

9.9 Assignment and Subleasing. Except as provided for herein, Lessee may not assign its interest in this Agreement or sublease any portion of the Premises at any time without the prior, written consent of the Town, which may be withheld in the Town's sole and absolute discretion. Any attempted assignment or sublease by Lessee in violation of this provision shall be a breach of this Agreement by Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Town to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release Lessee from its obligations hereunder.

9.10 Sale of Property. If at any time during the term of this Agreement, the Town decides to sell all or part of the Property, to a purchaser other than Lessee, then such sale shall be under and subject to this Agreement and Lessee's rights hereunder.

9.11 Mortgages and Liens. At the Town's option, this Agreement shall be subordinate to any mortgage by the Town which may now or hereafter affect all of the Town's property including the Property, provided that any such mortgage shall recognize the validity of this Agreement in the event of foreclosure of the Town's interest and also recognize Lessee's right to remain in possession and have access to the Premises. The Town shall execute whatever instruments may reasonably be required to evidence this subordination clause.

9.12 Warranty of Quiet Enjoyment. The Town covenants that so long as Lessee performs the covenants, terms and conditions required of Lessee contained herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the aforesaid term and any extensions thereof, and the Town shall not in any manner interfere with or disrupt the Lessee's business or frustrate Lessee's intended use of the Property.

9.13 Abandonment of Premises. Lessee shall neither vacate nor abandon the Premises at any time during the term of this Agreement. If Lessee abandons, vacates, or surrenders the Premises, or is disposed by process of law, or otherwise, the Communications Facilities and any personal property belonging to Lessee and left on the Premises shall be deemed to have been abandoned. Abandonment of the Premises shall be conclusively established if Lessee ceases operation of the Communications Facilities for 90 consecutive days.

9.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Cindy Blackmore, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Lessee: Bolt Internet, Inc.

 Attn: _____
 Site Name: _____

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.15 Hazardous Substances. Lessee shall hold the Town harmless from and indemnify the Town against any damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Premises by Lessee or Lessee's agents, employees or contractors, except to the extent such damage, loss, expense, costs or liability arises from the act or omission of the Town or the Town's employees, contractors, or agents. For purposes of this Agreement, hazardous substances shall mean (A) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (B) any substance which is flammable,

radioactive, corrosive or carcinogenic, (C) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Premises or property adjacent thereto or (D) any substance the presence of which on the Premises requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous substance law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 *et seq.*; and any similar and applicable state law or regulation.

9.16 Binding Effect. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Town and Lessee, subject to the terms and conditions hereof.

9.17 Headings; Gender. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

9.18 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same agreement. The original execution pages of counterpart copies of this Agreement may be attached to any one such copy to form a single, complete document.

9.19 Recording. In accordance with ARIZ. REV. STAT. § 42-6202(C), the Town shall record a memorandum of this Agreement in the Yavapai County Recorder's Office.

9.20 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment of Rent, shall not release the Lessee from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

9.21 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.22 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall

be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.23 Confidentiality of Records. Lessee shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Lessee's obligations under this Agreement. Persons requesting such information should be referred to the Town. Lessee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Lessee as needed for the performance of this Agreement.

9.24 Time of Performance. Time is of the essence in the performance of each obligation set forth in this Agreement.

9.25 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

9.26 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Lessee informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Lessee hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Jack W. Miller, the Mayor of the TOWN OF CHINO VALLEY, an Arizona municipal corporation, 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 above document, on behalf of the Town of Chino Valley.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”

BOLT INTERNET, INC.,
an Arizona corporation

By: _____
Robert Clark, President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Robert Clark, the President of BOLT INTERNET, INC., an Arizona corporation, 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 above document, on behalf of the company.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
LAND LEASE AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Legal Description of Property]

See following page.

EXHIBIT "A"**LAND DESCRIPTION****PRESCOTT SPORTSMEN'S CLUB**

THAT PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 1175, PAGE 192, OFFICIAL RECORDS, LOCATED IN THE SOUTHEASTER QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 7;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 7 SOUTH 00° 15' 45" WEST A DISTANCE OF 2,672.12 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 7 SOUTH 89° 09' 28" WEST A DISTANCE OF 1,238.73 FEET;

THENCE NORTH 00° 50' 32" WEST A DISTANCE OF 445.52 FEET;

THENCE NORTH 57° 07' 58" EAST A DISTANCE OF 618.35 FEET;

THENCE NORTH 28° 00' 00" EAST A DISTANCE OF 275.63 FEET;

THENCE NORTH 88° 32' 20" EAST A DISTANCE OF 176.06 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 425.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE OF SECTION 7;

THENCE NORTH 00° 15' 45" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1,652.71 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY LINE NORTH 88° 49' 39" EAST 425.13 FEET TO THE **POINT OF BEGINNING**.

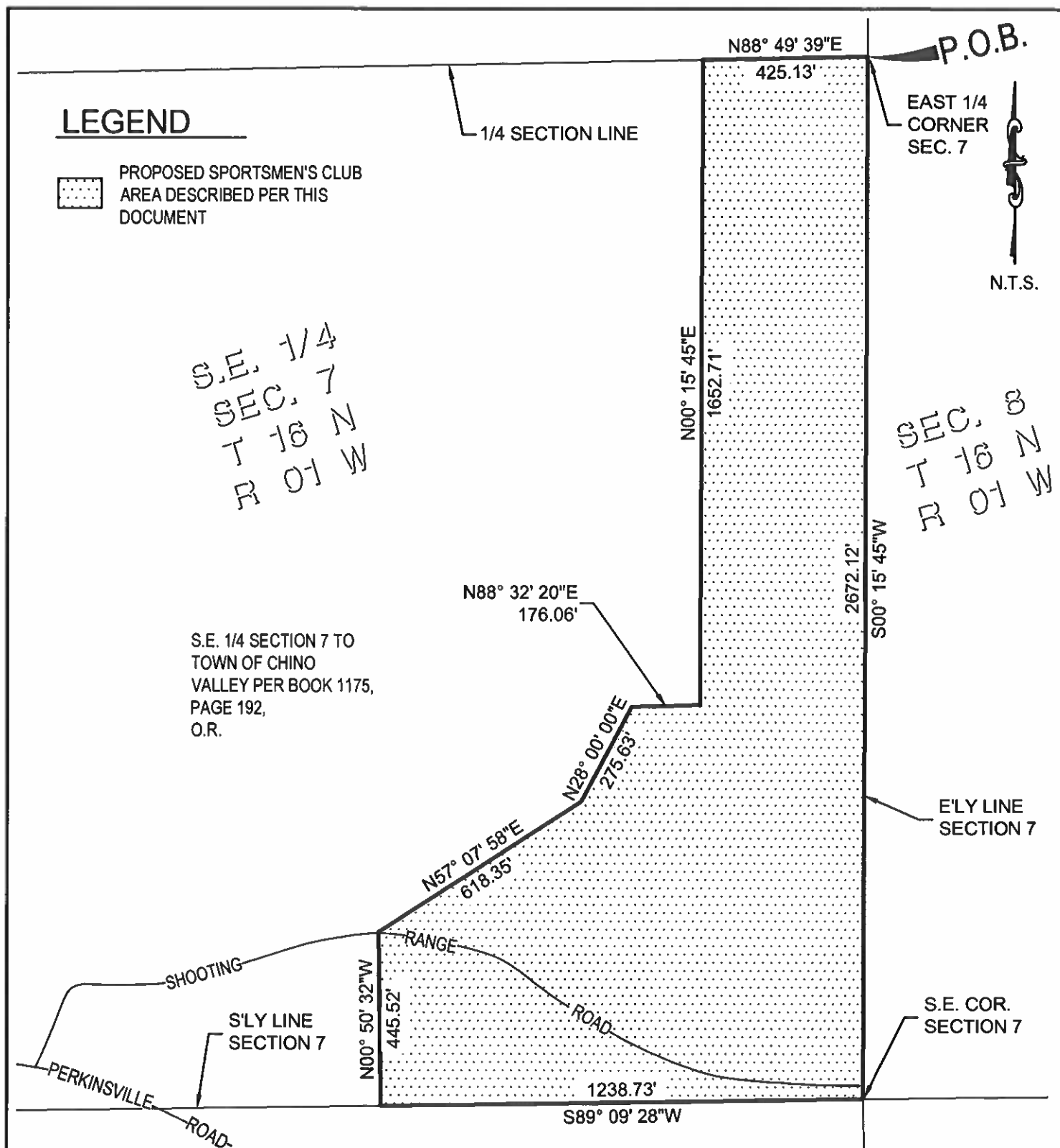
CONTAINING 1,742,400 SQUARE FEET, OR 40.000 ACRES, MORE OR LESS.



EXPIRES 09/30/2019

[Depiction of Property]

See following page.



CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

PRESCOTT SPORTSMEN'S CLUB

LEGAL DESCRIPTION

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016729.00	SHEET 1 OF 1
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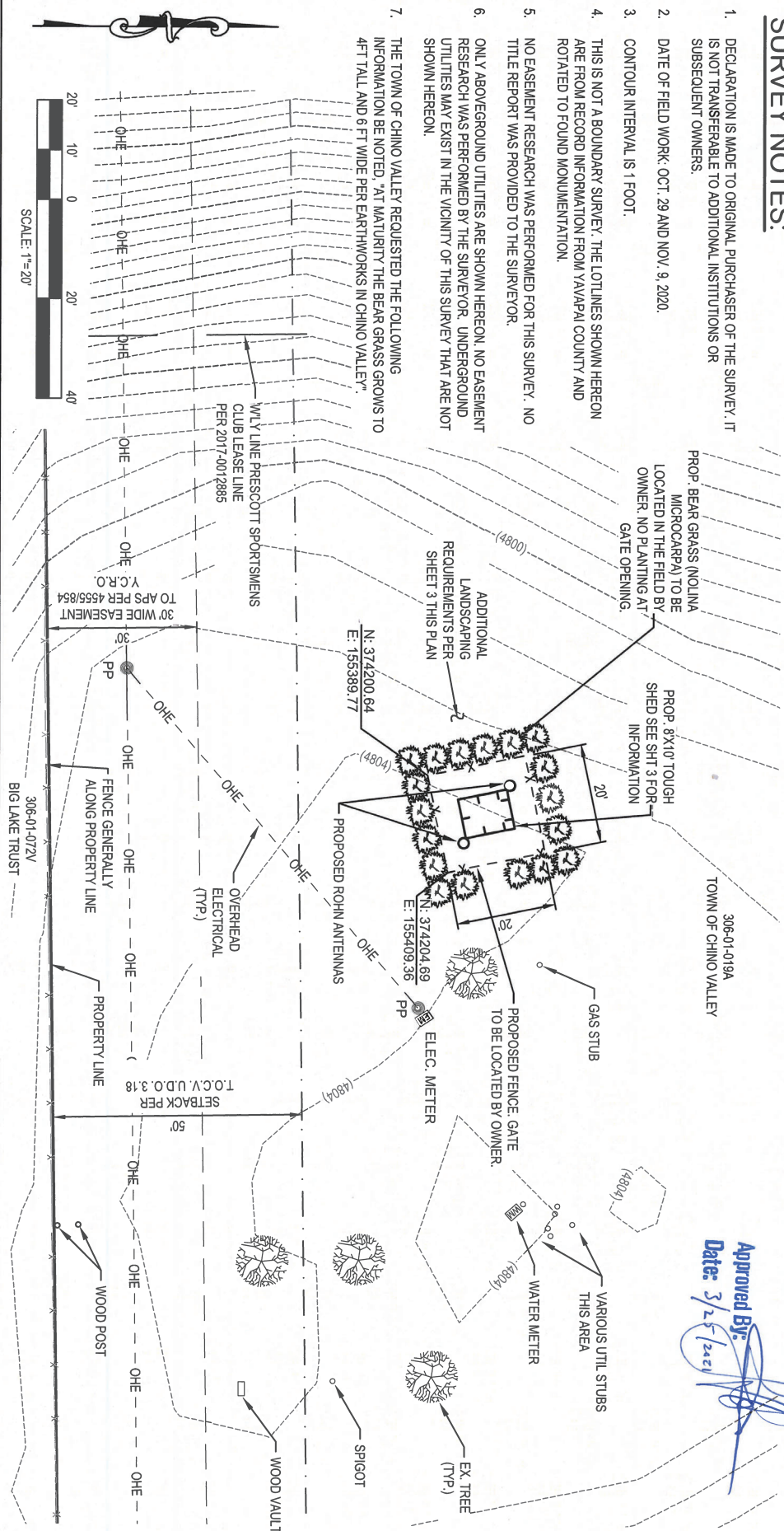
X:\2016\2016729 00-Prescott Sportsmen's Club\Legal Description\Exhibit B.dwg | 12/17/2016 1:30 PM

EXHIBIT B
TO
LAND LEASE AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Plans]

See following pages.

1. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
2. DATE OF FIELD WORK: OCT. 29 AND NOV. 9, 2020.
3. CONTOUR INTERVAL IS 1 FOOT.
4. THIS IS NOT A BOUNDARY SURVEY. THE LOT LINES SHOWN HEREON ARE FROM RECORD INFORMATION FROM YAVAPAI COUNTY AND ROTATED TO FOUND MONUMENTATION.
5. NO EASEMENT RESEARCH WAS PERFORMED FOR THIS SURVEY. NO TITLE REPORT WAS PROVIDED TO THE SURVEYOR.
6. ONLY ABOVEGROUND UTILITIES ARE SHOWN HEREON. NO EASEMENT RESEARCH WAS PERFORMED BY THE SURVEYOR. UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS SURVEY THAT ARE NOT SHOWN HEREON.
7. THE TOWN OF CHINO VALLEY REQUESTED THE FOLLOWING INFORMATION BE NOTED. "AT MATURITY THE BEAR GRASS GROWS TO 4FT TALL AND 6 FT WIDE PER EARTHWORKS IN CHINO VALLEY".



Approved By: _____
Date: 3/25/2021

BENCHMARK

POINT 102
TOWN OF CHINO VALLEY
NETWORK REPORT, BOOK
173, PAGE 42, L.S., YCRO.
N: 366,217.63 IFT
E: 151,295.98 IFT
EL.: 4813.54 IFT (NAVD 88)
BRASS CAP IN CONCRETE

OWNER: _____

BOLT INTERNET
600 EAST GURLEY STREET
SUITE
PRESCOTT, ARIZONA 86301

SURVEYOR:

CIVILTEC ENGINEERING, INC.
2054 NORTH WILLOW CREEK ROAD
PRESCOTT, AZ 86301



TOWN OF CHINO VALLEY, ARIZONA

BOLT INTERNET

SITE PLAN

REPEATER SITE

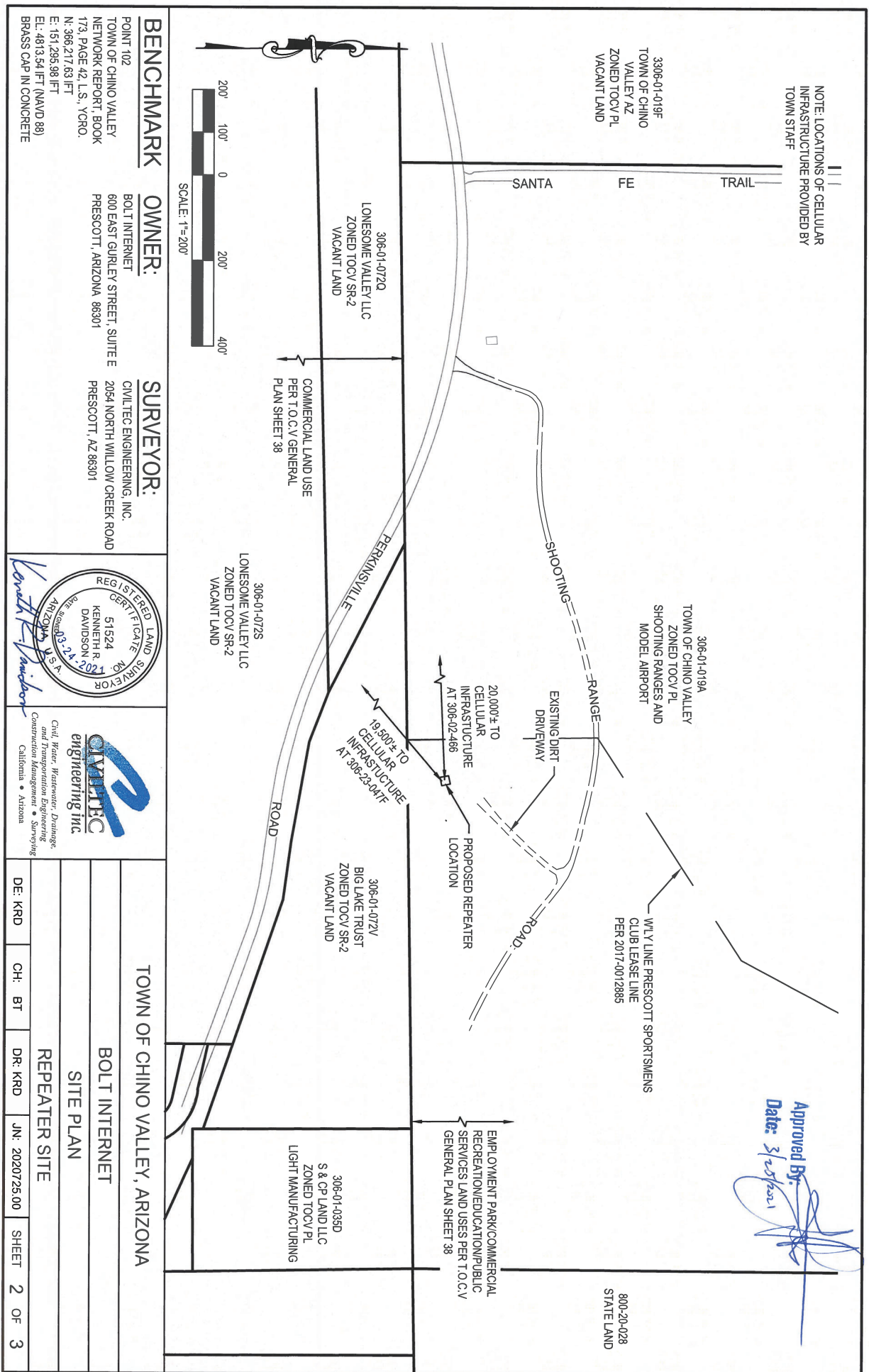
DE: KRD

CH: B

DR: KR

JN: 2020725.00

SHEET 1 OF 3



NOTES:

TOWN OF CHINO VALLEY UDO 4.25 WIRELESS COMMUNICATION FACILITIES
D. GENERAL REQUIREMENTS: (APPLICABLE TO SITE PLAN)

4. AESTHETICS: WIRELESS FACILITIES, TOWERS AND ANTENNAS SHALL MEET THE FOLLOWING REQUIREMENTS:

- TOWERS SHALL EITHER MAINTAIN A GALVANIZED STEEL FINISH OR BE PAINTED A NEUTRAL COLOR SO AS TO REDUCE VISUAL OBTRUSIVENESS.
- AT A TOWER SITE, THE DESIGN OF THE BUILDINGS AND RELATED STRUCTURES SHALL, TO THE EXTENT POSSIBLE, USE MATERIALS, COLORS, TEXTURES, SCREENING, AND LANDSCAPING THAT WILL BLEND THEM INTO THE NATURAL SETTING AND SURROUNDING BUILDINGS.
- IF AN ANTENNA IS INSTALLED ON A STRUCTURE OTHER THAN A TOWER, THE ANTENNA, ATTACHMENTS AND SUPPORTING ELECTRICAL AND MECHANICAL EQUIPMENT MUST BE OF A NEUTRAL COLOR THAT IS IDENTICAL TO, OR CLOSELY COMPATIBLE WITH, THE COLOR OF THE SUPPORTING STRUCTURE SO AS TO MAKE THE ANTENNA, ATTACHMENTS AND RELATED EQUIPMENT AS VISUALLY UNOBTRUSIVE AS POSSIBLE.
- LIGHTING: TOWERS SHALL NOT BE ARTIFICIALLY LIGHTED.

12. SIGNS: NO SIGNS SHALL BE ALLOWED ON A WIRELESS FACILITY, TOWER OR ANTENNA, OR ON ANY PORTION OF THE PREMISES LEASED FOR WIRELESS TELECOMMUNICATION USE, WITH THE EXCEPTION OF SITE IDENTIFICATION AND EMERGENCY CONTACT SIGNAGE AS INDICATED WITHIN THIS UDO.

13. BUILDINGS AND SUPPORT EQUIPMENT ASSOCIATED WITH ANTENNAS, TOWERS OR WIRELESS FACILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION 4.25.

14. SECURITY FENCING: WIRELESS FACILITIES, TOWERS AND ANTENNAS (AND WHERE APPLICABLE TO ROOFTOP INSTALLATIONS) SHALL BE ENCLOSED BY SECURITY FENCING NOT LESS THAN SIX (6) FEET IN HEIGHT AND NO MORE THAN EIGHT (8) FEET IN HEIGHT. FENCING SHALL BE CONSTRUCTED OF CHAIN LINK, BLOCK OR MASONRY (AS DIRECTED BY STAFF AND/OR APPROVED BY COUNCIL), AND TOWER STRUCTURES SHALL BE EQUIPPED WITH APPROPRIATE ANTI-Climbing DEVICES. FOR ROOFTOP INSTALLATIONS, APPLICANTS MAY SUBSTITUTE A SECURITY AND ACCESS MANAGEMENT PLAN WHICH DEMONSTRATES HOW ACCESS AND SECURITY WILL BE MANAGED ON SITE TO PRECLUDE GENERAL ACCESS TO THE FACILITY. THE TOWN COUNCIL MAY WAIVE SUCH REQUIREMENTS RELATED TO SECURITY FENCING AS IT DEEMS APPROPRIATE.

16. LANDSCAPING: THE FOLLOWING REQUIREMENTS SHALL GOVERN THE LANDSCAPING SURROUNDING WIRELESS FACILITIES AND TOWERS, PROVIDED, HOWEVER, THAT THE TOWN COUNCIL MAY WAIVE SUCH REQUIREMENTS IF THE GOALS OF THIS SECTION WOULD BE BETTER SERVED THEREBY.

- TOWERS AND WIRELESS FACILITIES SHALL BE LANDSCAPED WITH A BUFFER OF PLANT MATERIALS THAT EFFECTIVELY SCREENS THE VIEW OF THE TOWER COMPOUND FROM RESIDENTIALLY ZONED PROPERTY. THE STANDARD BUFFER SHALL CONSIST OF A LANDSCAPED STRIP AT LEAST FOUR (4) FEET WIDE OUTSIDE THE PERIMETER OF THE COMPOUND. THE APPLICANT MUST ENSURE THAT ANY SUCH PLANT MATERIALS SHALL BE SUSTAINED FOR THE LIFE OF THE PROPOSED FACILITY.
- IN LOCATIONS WHERE THE VISUAL IMPACT OF THE TOWER WOULD BE MINIMAL, THE LANDSCAPING REQUIREMENT MAY BE REDUCED OR WAIVED.
- EXISTING MATURE PLANT GROWTH AND NATURAL LANDFORMS ON THE SITE SHALL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE.

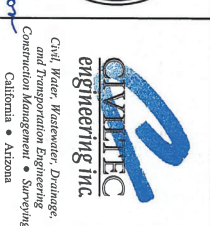
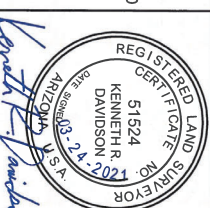
BENCHMARK

OWNER:

POINT 102
TOWN OF CHINO VALLEY
NETWORK REPORT, BOOK
173, PAGE 42, L.S., YCRO.
N: 366,217.63 FT
E: 151,295.98 FT
EL: 4813.54 FT (NAVD 88)
BRASS CAP IN CONCRETE

SURVEYOR:

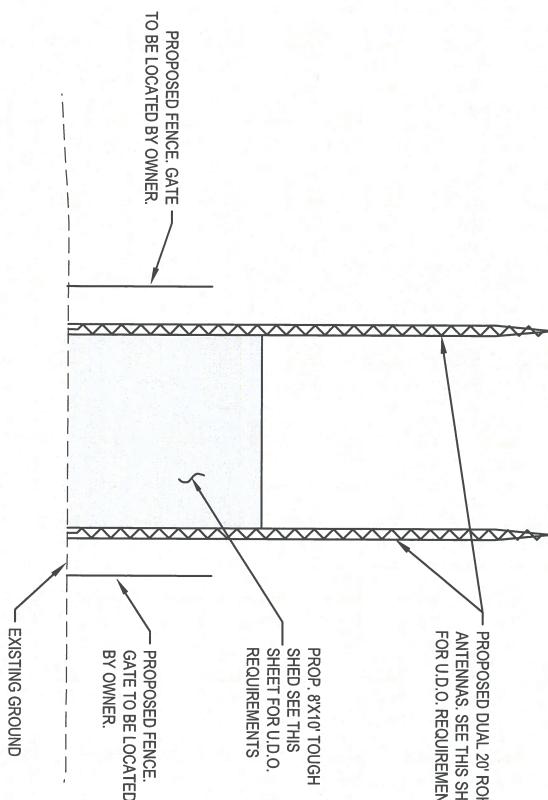
BOLT INTERNET
600 EAST GARLEY STREET, SUITE E
PRESCOTT, ARIZONA 86301



TOWN OF CHINO VALLEY, ARIZONA					
BOLT INTERNET					
SITE PLAN					
REPEATER SITE					
DE: KR D	CH: BT	DR: KR D	JN: 2020725.00	SHEET	3 OF 3

ELEVATION SKETCH

NTS



Approved By:
Date: 3/25/2021

EXHIBIT C
TO
LAND LEASE AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Utility Easements]

See following pages.

When recorded, return to:
 Erin N. Deskins
 Town Clerk
 Town of Chino Valley
 202 N. State Route 89
 Chino Valley, Arizona 86323

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this “Agreement”) is entered into August 24, 2021 (the “Effective Date”), by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (the “Town”) and Bolt Internet, Inc., an Arizona corporation (the “Lessee”). The Town and the Lessee are referred to herein individually as a “Party” and collectively as the “Parties.” All of the capitalized terms not otherwise defined in this Agreement shall have the same respective meanings as contained in the Lease Agreement (defined below).

RECITALS

A. The Town owns certain real property commonly known as the Law Enforcement Shooting Range located near East Perkinsville Road, Chino Valley, Arizona, as more particularly described and depicted on Exhibit A to the Lease Agreement, attached hereto and incorporated herein by reference (the “Property”).

B. The Town and the Lessee entered into a Land Lease Agreement, dated August 24, 2021 (the “Lease Agreement”), for the construction, operation and maintenance of the Communication Facilities on the Property.

C. The Town and the Lessee desire to enter into this Agreement whereby the Town shall grant Lessee non-exclusive utility easements (the “Utility Easements”) over or along a portion of the Property upon the terms and conditions set forth in this Agreement and as described and depicted on Exhibit C-1 (the “Utility Easement Area”) for all purposes necessary to provide utility services necessary for operation of the Communication Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Lessee hereby agree as follows:

1. Utility Easements. The Town hereby grants to Lessee non-exclusive utility easements for the installation and maintenance of underground utility wires, cables, conduits and pipes under the Utility Easement Area as described and depicted on Exhibit C-1.

2. Term. The initial term of the Utility Easements shall commence on the Commencement Date of the Lease Agreement and shall terminate on the date of expiration or

earlier termination of the Lease Agreement. This Agreement shall only be valid for such times as the Lease Agreement is in full force and effect. In the event that the Lease Agreement is terminated at any time, whether during the Initial Term or any extension thereof, this Agreement shall automatically terminate without further act of either the Town or the Lessee.

3. Maintenance and Use of Utility Easements. Lessee shall not maintain the Utility Easement Area in a manner that impairs the ability or capacity of the Town to fully utilize the Property. Lessee shall be responsible for, at its sole cost and expense, the repair of any damage or disturbance, to the extent caused by Lessee, to the Town's (i) facilities and related infrastructure improvements and (ii) utility infrastructure improvements. Nothing in this paragraph shall prevent Lessee from installing conduit underground to serve the Communications Facilities, subject to the obligation to restore the disturbed areas to the condition that existed prior to such installation.

4. Liens and Encumbrances. Lessee represents and warrants that it will maintain the Utility Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with the Communication Facilities on the Utility Easement Area or the use of the Utility Easement Area by Lessee.

5. Insurance and Indemnity. Lessee agrees to obtain and provide insurance in accordance with the terms of Section 6 of the Lease Agreement and to indemnify the Town as provided in Section 5 of the Lease Agreement for all matters covered therein as such may apply to the use of the Utility Easements; those insurance and indemnity provisions are hereby incorporated into this Agreement as if fully set forth herein.

6. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cindy Blackmore, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Lessee: Bolt Internet, Inc.

Attn: _____
Site Name: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7. No Assignment. Except as provided for herein, Lessee may not assign its interest in this Agreement or sublease any portion of the Utility Easements at any time without the prior, written consent of Town, which consent may be withheld in the Town's sole and absolute discretion. Any attempted assignment or sublease by Lessee in violation of this provision shall be a breach of this Agreement by Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Town to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Utility Easement Area is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release Lessee from its obligations hereunder.

8. Liens and Encumbrances. The Lessee represents and warrants that it will maintain the Utility Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with Lessee's use of the Utility Easement Area.

9. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the Parties hereto.

10. Attorneys' Fees. Either Party may enforce this instrument by appropriate legal action and the prevailing Party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

11. Additional Easements. Nothing contained in this Agreement shall prohibit the Town from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Property to the owners of properties which abut the Property or to government or quasi-governmental agencies; provided however, that no such additional rights or easements shall impair the Lessee's use of the Utility Easements herein granted.

12. Reservation of Rights. Town hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the Town without interfering with or abridging the rights conveyed to the Lessee.

13. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

14. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the use of the Utility Easements by the Lessee. Any oral representations or modifications concerning this instrument shall be of no force or effect, except for subsequent modifications in writing, signed by the Parties.

15. Cancellation by Town. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Jack W. Miller, the Mayor of the TOWN OF CHINO VALLEY, an Arizona municipal corporation, 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 above document, on behalf of the Town of Chino Valley.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”

BOLT INTERNET, INC.,
an Arizona corporation

By: _____
Robert Clark, President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Robert Clark, the President of BOLT INTERNET, INC., an Arizona corporation, 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 above document, on behalf of the company.

Notary Public

(Affix notary seal here)

EXHIBIT C-1
TO
UTILITY EASEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Legal Description and Map of Utility Easement Area]

See following pages.

EXHIBIT D
TO
LAND LEASE AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Temporary Construction Easement]

See following pages.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is entered into August 24, 2021, by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (the “Town”) and Bolt Internet, Inc., an Arizona corporation (the “Lessee”). The Town and the Lessee are referred to herein individually as a “Party” and collectively as the “Parties.” All of the capitalized terms not otherwise defined in this Agreement shall have the same respective meanings as contained in the Lease Agreement.

RECITALS

A. The Town owns certain real property commonly known as the Law Enforcement Shooting Range located near East Perkinsville Road, Chino Valley, Arizona, as more particularly described and depicted on Exhibit A to the Lease Agreement, attached hereto and incorporated herein by reference (the “Property”).

B. The Town and the Lessee entered into a Land Lease Agreement, dated August 24, 2021 (the “Lease Agreement”), for the construction, operation and maintenance of the Communication Facilities on the Property.

C. The Town and the Lessee desire to enter into this Agreement whereby the Town shall grant a non-exclusive temporary construction easement to the Lessee for access over the Property during construction of the Communication Facilities upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Lessee hereby agree as follows:

1. Temporary Construction Easement.

1.1 Grant of Temporary Construction Easement. The Town hereby grants to Lessee an easement and right of entry and access, including ingress and egress, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday only, on foot or by motor vehicle, including trucks over or along the portion of the Property (the “TCE”), as described and depicted on Exhibit D-1 (the “Temporary Construction Easement Area”) for all purposes necessary during the construction of the Communication Facilities, provided, however, that prior to any construction in the Temporary Construction Easement Area, Lessee shall obtain approval by the Town Engineer to eliminate any conflicts with any shooting range operations.

1.2 Permitted Uses of the Temporary Construction Easement. All vehicles on the Property during the construction phase shall maintain clearance of at least 20 feet from any above-ground equipment or buildings and shall not damage the grounds or roadways within the

Temporary Construction Easement Area. Lessee shall, at its own cost and expense, provide security for its materials and equipment stored on the Property during construction of the Communication Facilities and shall not leave unsecured any materials or equipment that may be hazardous to passers-by. Security of Lessee's equipment and facilities shall be provided for by Lessee.

2. Term. The term of this Agreement shall commence on the Commencement Date of the Lease Agreement and shall terminate upon the later of a certification of occupancy or other final approval by the Town, or completion of construction of the Communications Facilities pursuant to the Lease Agreement. Upon termination of this Agreement the Parties shall have no further rights or obligations hereunder except that the obligations and rights of the Parties regarding indemnification for the period this Agreement was in effect shall survive.

3. Insurance and Indemnity. Lessee agrees to obtain and provide the insurance in accordance with the terms of Section 6 of the Lease Agreement and to indemnify the Town as provided in Section 5 of the Lease Agreement for all matters covered therein as such may apply to the use of the TCE; those insurance and indemnity provisions are hereby incorporated into this Agreement as if fully set forth herein.

4. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cindy Blackmore, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Lessee: Bolt Internet, Inc.

Attn: _____
Site Name: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If

a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. Assignability. Lessee shall not have the right to assign all or any portion of the rights herein granted, other than to its Contractors or Consultants for the purpose of constructing or maintaining the Structures and Facilities defined herein.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the Parties hereto.

7. Attorneys' Fees. Either Party may enforce this instrument by appropriate legal action and the prevailing Party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit the Town from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Property to the owners of properties which abut the Property or to government or quasi-governmental agencies; provided, however, that no such additional rights or easements shall impair the Lessee's use of the TCE herein granted.

9. Reservation of Rights. The Town hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the Town without interfering with or abridging the rights conveyed to the Lessee.

10. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

11. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the use of the TCE by the Lessee. Any oral representations or modifications concerning this instrument shall be of no force or effect, except for subsequent modifications in writing, signed by the Parties.

12. Cancellation by Town. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Jack W. Miller, the Mayor of the TOWN OF CHINO VALLEY, an Arizona municipal corporation, 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 above document, on behalf of the Town of Chino Valley.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”

BOLT INTERNET, INC.,
an Arizona corporation

By: _____
Robert Clark, President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Robert Clark, the President of BOLT INTERNET, INC., an Arizona corporation, 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 above document, on behalf of the company.

Notary Public

(Affix notary seal here)

EXHIBIT D-1
TO
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Legal Description and Map of Temporary Construction Easement Area]

See following pages.

EXHIBIT E
TO
LAND LEASE AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Access Easement]

See following pages

When recorded, return to:
 Erin N. Deskins
 Town Clerk
 Town of Chino Valley
 202 N. State Route 89
 Chino Valley, Arizona 86323

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this “Agreement”) is entered into August 24, 2021 (the “Effective Date”), by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (the “Town”) and Bolt Internet, Inc., an Arizona corporation (the “Lessee”). The Town and the Lessee are referred to herein individually as a “Party” and collectively as the “Parties.” All of the capitalized terms not otherwise defined in this Agreement shall have the same respective meanings as contained in the Lease Agreement (defined below).

RECITALS

A. The Town owns certain real property commonly known as the Law Enforcement Shooting Range located near East Perkinsville Road, Chino Valley, Arizona, as more particularly described and depicted on Exhibit A to the Lease Agreement, attached hereto and incorporated herein by reference (the “Property”).

B. The Town and the Lessee entered into a Land Lease Agreement, dated August 24, 2021 (the “Lease Agreement”), for the construction, operation and maintenance of the Communication Facilities on the Property

C. The Town and the Lessee desire to enter into this Agreement whereby the Town shall grant Lessee a non-exclusive maintenance and operations access easement for the right of entry and access, over or along a portion of the Property upon the terms and conditions set forth in this Agreement and as described and depicted on Exhibit E-1 (the “Access Easement Area”) for all purposes necessary to access, operate and maintain the Communication Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Lessee hereby agree as follows:

1. Access Easement.

1.1 Grant of Easement. Upon completion of the Communication Facilities, the Town hereby grants to Lessee an easement and right of entry to access, operate and maintain the Communication Facilities (the “Access Easement”). This includes ingress and egress, seven days per week, 24 hours per day, on foot or by motor vehicle, including trucks (subject to the limitations

set forth below) over or along a 12-foot wide easement across the Property, as depicted on Exhibit E-1.

1.2 Permitted Uses of the Easement. Maintenance and operation of the Communication Facilities shall not include additional construction work on the Access Easement Area. The Lessee shall be responsible for the repair of any damage to the Town property caused by the Lessee's vehicular access.

2. Term. The initial term of the Access Easement shall commence upon the date of completion of the Communication Facilities pursuant to the Lease Agreement and shall terminate on the date of expiration or earlier termination of the Lease Agreement. This Agreement shall only be valid for such times as the Lease Agreement is in full force and effect. In the event that the Lease Agreement is terminated at any time, whether during the Initial Lease Term or any extension thereof, this Agreement shall automatically terminate without further act of either the Town or the Lessee.

3. Maintenance and Use of Access Easement. Lessee shall not maintain the Access Easement in a manner that impairs the ability or capacity of the Town to fully utilize the Property. Lessee shall be responsible for, at its sole cost and expense, the repair of any damage or disturbance, to the extent caused by Lessee, to the Town's facilities and related infrastructure improvements on the Property.

4. Insurance and Indemnity. Lessee agrees to obtain and provide insurance in accordance with the terms of Section 6 of the Lease Agreement and to indemnify the Town as provided in Section 5 of the Lease Agreement for all matters covered therein as such may apply to the use of the Access Easement; those insurance and indemnity provisions are hereby incorporated into this Agreement as if fully set forth herein.

5. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Cindy Blackmore, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Lessee: Bolt Internet, Inc.

Attn: _____

Site Name: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6. No Assignment. Except as provided for herein, Lessee may not assign its interest in this Agreement or sublease any portion of the Access Easement at any time without the prior written consent of Town which may be withheld in Town's sole and absolute discretion. Any attempted assignment or sublease by Lessee in violation of this provision shall be a breach of this Agreement by Lessee. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Town to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Access Easement Area is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. No assignment shall be deemed to release Lessee from its obligations hereunder.

7. Liens and Encumbrances. The Lessee represents and warrants that it will maintain the Access Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with Lessee's use of the Access Easement Area.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the Parties hereto.

9. Attorneys' Fees. Either Party may enforce this instrument by appropriate legal action and the prevailing Party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

10. Additional Easements. Nothing contained in this Agreement shall prohibit the Town from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Property to the owners of properties which abut the Property or to government or quasi-governmental agencies; provided, however, that no such additional

rights or easements shall impair the Lessee's use of the Access Easement herein granted.

11. Reservation of Rights. Town hereby reserves all such rights and privileges in the Property as may be used and enjoyed by the Town without interfering with or abridging the rights conveyed to the Lessee.

12. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

13. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the use of the Access Easement by the Lessee. Any oral representations or modifications concerning this instrument shall be of no force or effect, except for subsequent modifications in writing, signed by the Parties.

14. Cancellation by Town. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Jack W. Miller, the Mayor of the TOWN OF CHINO VALLEY, an Arizona municipal corporation, 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 above document, on behalf of the Town of Chino Valley.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Lessee”

BOLT INTERNET, INC.,
an Arizona corporation

By: _____
Robert Clark, President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On August 24, 2021, before me personally appeared Robert Clark, the President of BOLT INTERNET, INC., an Arizona corporation, 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 above document, on behalf of the company.

Notary Public

(Affix notary seal here)

EXHIBIT E-1
TO
ACCESS EASEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BOLT INTERNET, INC.
(Shooting Range)

[Legal Description and Map of Access Easement Area]

See following pages.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 09/14/2021
Contact Person: Marrilee Easton, Civilian Officer
 Phone: 928-636-4223 x-1283
Department: Police
Estimated length of staff presentation: None
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve an expenditure of Government of Highway Safety (GOHS) Grant Funds in the amount of \$30,455.00 for Selective Traffic Enforcement Program (STEP) overtime, related materials, and supplies. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve expenditure of Government of Highway Safety (GOHS) Grant Funds in the amount of \$30,455.00 for Selective Traffic Enforcement Program (STEP) overtime, related materials, and supplies.

SITUATION AND ANALYSIS:

Town Council approved the Police Dept. applying for a grant from the Governor's Office of Highway Safety. The Town has been awarded this grant and if approved by Town Council to accept this grant, these funds can be spent for Selective Traffic Enforcement Program (STEP) Overtime: Related Materials and Supplies. STEP means that officers will target specific traffic violations while on special details. These specific violations include speeding, seatbelt usage, distracted driving and stop sign violations.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 07-60-5451
Available: 30,455
Funding Source:
 Funds will be accounted for in the GOHS Grant Fund

Attachments

Award Letter FFY22



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 5, 2021

Chief Charles Wynn
Chino Valley Police Department
1950 Voss Drive
Chino Valley, AZ 86323

Re: **FFY 2022 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2022-PTS-013	STEP Enforcement Overtime/Materials & Supplies	\$30,455.00

Dear Chief Wynn,

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2022 commencing on October 1, 2021. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2022 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. Equipment requests placed "ON HOLD" are under further review and may not be funded due to funding constraints, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2022 grants will begin on October 1, 2021. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 09/14/2021
Contact Person: Marrilee Easton, Civilian Officer
 Phone: 928-636-4223 x-1283
Department: Police
Estimated length of staff presentation: None
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2021-1188, Intergovernmental Agreement with the Arizona Department of Public Safety, Gang & Immigration Intelligence Team Enforcement Mission (GIITEM), and Chino Valley Police Department. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve Resolution No. 2021-1188, Intergovernmental Agreement between the Arizona Department of Public Safety, Gang & Immigration Intelligence Team Enforcement Mission (GIITEM), and Chino Valley Police Department.

SITUATION AND ANALYSIS:

Approve Intergovernmental Agreement between the Arizona Department of Public Safety, Gang & Immigration Intelligence Team Enforcement Mission (GIITEM), and Chino Valley Police Department. The purpose of this IGA is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties. Chino Valley Police Department agrees to assign one (1) AZPOST certified sworn officer on a full-time basis. The terms of this agreement shall come effective on the date last signed and shall remain in effect until June 30, 2022. The IGA shall renew annually on July 1 of each year for a period not to exceed four years.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code:
Available:
Funding Source:

Attachments

RES - 2021-1188 - GIITEM IGA with DPS

RESOLUTION NO. 2021-1188

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY REGARDING GANG AND IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE.

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

SECTION 1. The Intergovernmental Agreement regarding Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of September, 2021.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2021-1188 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 14, 2021, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2021-1188

[Agreement]

See following pages.



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY HESTON SILBERT
Governor Director

August 12, 2021

Chief Charles Wynn
Chino Valley Police Department
1950 Voss Drive
Chino Valley, Arizona 86323

RE: IGA #2021-067

Dear Chief Wynn:

Attached for your review and approval are two (2) original Intergovernmental Agreements between the Arizona Department of Public Safety, GIITEM, and the Chino Valley Police Department. The purpose of this IGA is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties. The Chino Valley Police Department agrees to assign one (1) AZPOST certified sworn officer on a full-time basis. The terms of this agreement shall come effective on the date last signed and shall remain in effect until June 30, 2022. The IGA shall renew annually on July 1 of each year for a period not to exceed four years.

Please sign each of the agreements and return one copy in the enclosed envelope.

If we can be of assistance, you can contact my Chief of Staff for the Criminal Investigations Division, Major Jennifer N. Borquez at (602) 223-2864 or email at jborquez@azdps.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Deston F. Coleman Jr.", with a stylized flourish at the end.

Deston Coleman, Jr., Lt. Colonel
Assistant Director
Criminal Investigations Division

/cjh

Enclosures (3)

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Chino Valley Police Department ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties.

DPS is authorized to enter into this IGA pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement ("officers") to DPS's Gang & Immigration Intelligence Team Enforcement Mission, ("GIITEM") on a full-time basis for the suppression of gang activity and enforcement of gang-related crimes, as directed by DPS. The Agency agrees the assigned officer(s) shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide officers with all employment-related benefits, rights, and privileges. The officers must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process.

II. DPS'S RESPONSIBILITIES

Based upon the officers' completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA. Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for GIITEM-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). An officer must perform a minimum of 40 hours of GIITEM-related work for DPS to reimburse for overtime in any given week. The 20 hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS-approved travel expenses will be reimbursed directly to the officers by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to Agency officers. Officers are responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for GIITEM purposes only. Officers must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer(s) commencing work at DPS/GIITEM, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least 60 days prior to the effective date of the change.

IV. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

V. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

VI. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VII. DRUG FREE WORKPLACE

Any officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or failure to pass DPS drugscreening requirements.

VIII. RECORDKEEPING

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

IX. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to GIITEM.

XIII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2022. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding GIITEM gang enforcement participation are superseded as of the effective date of this IGA.

XV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVI. CANCELLATION

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 3700
Phoenix, AZ 85005

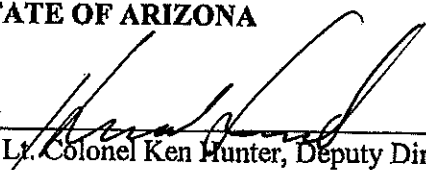
Chief of Police
Chino Valley Police Department
1950 Voss Drive
Chino Valley, AZ 86323

XIX. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

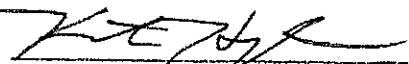
The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

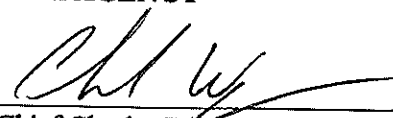
By 
Lt. Colonel Ken Hunter, Deputy Director

Date: 8/10/21

APPROVED AS TO FORM


Assistant Attorney General

OTHER AGENCY

By 
Chief Charles Wynn

Date: 8/17/21

APPROVED AS TO FORM

City/County Attorney



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. d.

Meeting Date: 09/14/2021

Contact Person: Will Dingee, Senior Planner
Phone: 928-636-4427 x-1233

Department: Public Works

Estimated length None

of staff presentation:

Physical location of item: Northern portion of Right of Way along East Road 2 North beginning at the Carwash and extending east approximately 460 feet

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2021-1191 to accept 0.262 acres of property, with Yavapai County Parcel number 306-20-031S as Right of Way and reimburse John de Jong \$2,287.83 for expenses incurred. (Will Dingee, Senior Planner)

RECOMMENDED ACTION:

Approve Resolution No. 2021-1191 to accept 0.262 acres of property, with Yavapai County Parcel number 306-20-031S as Right of Way and reimburse John de Jong \$2,287.83 for expenses incurred.

SITUATION AND ANALYSIS:

The strip of land along East Road 2 North, Yavapai County Parcel 306-20-031S was recently acquired by Mr. John de Jong. He did so to ensure that the two parcels to the North, which he owns, had legal access to Road 2 North. The Southern line of the strip follows the Centerline of Road 2 North and continues along Road 2 North at a width of 25' for a distance of 426'. Research has led staff to believe this parcel was created in 2001 with the intention of Right of Way dedication at that time (see attached survey). For some unknown reason, this property was not dedicated. As the parcel lies in what is now Road 2 North, staff recommends accepting the property and dedicating it as Right of Way. Staff also recommends reimbursing Mr. de Jong for expenses incurred as shown on a closing statement dated 4/15/2021.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Closing Statement

RES 2021-1191 - Accepting Dedication of East Road 2 North ROW

LAWYERS TITLE OF ARIZONA, INC.

Page 75 of 93

1871 E State Route 69, Prescott, AZ 86301

Phone: (928) 515-5098 Fax: (928) 771-7622

Combined Settlement Statement Final

Escrow No: 01961057 - 281 DNC

Close Date: 04/15/2021

Proration Date: 04/15/2021

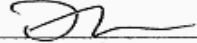
Disbursement Date:

Buyer(s)/Borrower(s): John A. de Jong, Trustee of The de Jong Corporation Retirement Trust, dated November 4, 1989
PO Box 1416
San Luis Obispo, CA 93406

I hereby certify that this is a full, true
And complete copy of the original.

Seller(s): Euclid, LLC
4421 N. 75th St., Suite 101
Scottsdale, AZ 85251

Lawyers Title

By: 
Diana Coombs

Property: Rd. 2 North 25'x456' strip
Chino Valley, AZ 86323

Seller Debit	Seller Credit	Description	Buyer Debit	Buyer Credit
	1,405.83	TOTAL CONSIDERATION: Total Consideration	1,405.83	
		ESCROW CHARGES: Escrow Fee to Lawyers Title of Arizona, Inc.	400.00	
		TITLE CHARGES: Owners Policy \$1,405.83 to Lawyers Title of Arizona, Inc.	382.00	
		Recording & Filing Service Fee to Lawyers Title of Arizona, Inc.	100.00	
1,405.83		PRORATIONS AND ADJUSTMENTS: Property taxes paid by buyer		
		Transfer from 01960059		2,287.83
1,405.83	1,405.83	Sub Totals	2,287.83	2,287.83
1,405.83	1,405.83	Totals	2,287.83	2,287.83

RESOLUTION NO. 2021-1191

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING REIMBURSEMENT OF EXPENSES INCURRED AND ACCEPTANCE OF DEDICATION OF CERTAIN INTERESTS IN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND OTHER PUBLIC USES.

WHEREAS, John A. de Jong, Trustee of The de Jong Corporation Requirement Trust, dated November 1, 1989, as Grantor, wishes to convey to the Town of Chino Valley, an Arizona municipal corporation (the "Town"), as Grantee, certain real property (the "Dedication Parcel") for municipal purposes; and

WHEREAS, the Dedication Parcel is a strip of land measuring approximately 25 feet by 456 feet, generally located along the centerline of East Road 2 North between State Route 89 and North Road 1 East in the Town of Chino Valley; and

WHEREAS, the Dedication Parcel was intended to be dedicated to the Town in 2004, when the adjacent property was divided, but the dedication was not completed; and

WHEREAS, the Dedication Parcel has since incurred \$2,287.83 in expenses; and

WHEREAS, upon reimbursement of the expenses incurred, and acceptance by the Town of the Special Warranty Deed, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, or another form acceptable to the Town Attorney, conveying the Dedication Parcel to the Town, the Mayor and Council of the Town of Chino Valley (the "Town Council") desires to accept the Dedication Parcel from Grantor.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Town Manager is hereby authorized to (i) take all steps necessary to reimburse Grantor for the expenses incurred, and (ii) execute the Special Warranty Deed in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. Upon reimbursement of the expenses incurred and execution by the Town Manager of the Special Warranty Deed, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, or another form acceptable to the Town Attorney, the Dedication Parcel, comprising the real property described therein, is hereby accepted.

SECTION 3. Upon Grantor's execution of the Special Warranty Deed, the Town Manager is authorized and directed to execute such documents and to cause their recording in the Office of the Yavapai County Recorder.

SECTION 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of September, 2021.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2021-1191 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 14, 2021, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2021-1191

[Special Warranty Deed]

See following pages.

When recorded, return to:

Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attention: Town Manager

SPECIAL WARRANTY DEED

**THIS DEED IS EXEMPT FROM THE REQUIREMENT OF FILING AN AFFIDAVIT OF
 PROPERTY VALUE PURSUANT TO A.R.S. §11-1134(A)(3).**

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration, **JOHN A. DE JONG, TRUSTEE OF THE DE JONG CORPORATION RETIREMENT TRUST, DATED NOVEMBER 1, 1989** (the "Grantor"), does hereby convey to **THE TOWN OF CHINO VALLEY**, an Arizona municipal corporation (the "Grantee"), the following described property situated in the County of Yavapai, State of Arizona, together with all rights and privileges appurtenant thereto, to wit:

See **Exhibit A** attached hereto and made a part hereof.

SUBJECT TO all existing taxes, assessments, liens, encumbrances, reservations in patents, covenants, conditions, restrictions, rights-of-way, easements and leases of record and all matters that a physical inspection of the properties would reveal.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and none other, subject to the matters set forth above.

Pursuant to the provisions of A.R.S. § 33-404, the name and address of the sole beneficiary of **THE DE JONG CORPORATION RETIREMENT TRUST, DATED NOVEMBER 1, 1989** are: John A. de Jong, P.O. Box 1416, San Luis Obispo, California 93406.

DATED: _____, 2021

[SIGNATURE AND NOTARY PAGES FOLLOW]

[GRANTOR SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

GRANTOR:

**THE DE JONG CORPORATION
RETIREMENT TRUST, DATED
NOVEMBER 1, 1989**

By: _____
JOHN A. DE JONG, Trustee

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2021, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type Special Warranty Deed
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

[GRANTOR SIGNATURE AND NOTARY PAGE TO SPECIAL WARRANTY DEED]

TOWN OF CHINO VALLEY, an Arizona
municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jack W. Miller, the Mayor of the Town of Chino Valley, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

(Seal and Expiration Date)

Exhibit A
Legal Description

All that portion of the Southeast quarter of Section 15, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 15 marked with a Town of Chino Valley brass cap monument;

THENCE South $89^{\circ}48'04''$ West 658.97 feet along the South line of Section 15 to the TRUE POINT OF BEGINNING;

THENCE North $00^{\circ}20'25''$ West 25.00 feet to a point;

THENCE South $89^{\circ}48'04''$ West 456.29 feet to a point;

THENCE South $00^{\circ}00'51''$ East 25.00 feet to a point on the South line of Section 15;

THENCE North $89^{\circ}48'04''$ East 456.43 feet along said South line to the TRUE POINT OF BEGINNING.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. e.

Meeting Date: 09/14/2021

Contact Person: Erin Deskins, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the August 24, 2021, regular meeting minutes.

RECOMMENDED ACTION:

Approve the August 24, 2021, regular meeting minutes.

Attachments

8-24-21 draft mins

DRAFT

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

**TUESDAY, AUGUST 24, 2021
6:00 P.M.**

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Jack Miller; Vice-Mayor Annie Perkins; Councilmember Tom Armstrong; Councilmember Eric Granillo; Councilmember Cloyce Kelly; Councilmember Lon Turner

Staff Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Interim Development Services
Present: Director Laurie Lineberry; Public Works Director/Town Engineer Frank Marbury; Economic Development Project Manager Maggie Tidaback; Senior Planner Will Dingee; Planner Bethan Hang; Police Chief Chuck Wynn; Lieutenant Josh McIntire; Lieutenant Randy Chapman; Civilian Operations Supervisor Marrilee Easton; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Traci Lavelle (recorder); Town Clerk Erin Deskins (recorder)

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

Mayor Miller called the meeting to order at 6:07 p.m. and led the Pledge of Allegiance.

CM Armstrong and CM Turner were remote via Zoom.

At the direction of Mayor Miller, Item 6(a) was moved and heard before item 2(a).

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation by Jack Berry, President of Sons of the American Revolution - Prescott Chapter, of a commendation medal/certificate to Officer Jeff Pizzi. (Chuck Wynn, Police Chief)

Chief Wynn had been approached by the Sons of the American Revolution about recognizing a police officer for their outstanding service. SRO (School Resource Officer), Officer Pizzi had been involved in several issues that went above the call of duty. He bonded well with students and had been involved in an incident in which a youth had passed away. He had gone above and beyond in handling the situation, and dealing with family members.

Mr. Berry provided information and history on the Sons of the American Revolution. The

National Headquarters of the Sons of the American Revolution had five categories for public service awards that covered a wide variety of services, actions, and people. To receive the law enforcement award, the recipient had to go above the call of duty and be recommended by a supervisor. Mr. Berry presented the Law Enforcement Commendation Medal and Certificate to Officer Pizzi.

- b) Presentation of commendation awards by the Chino Valley Police Department to eight local kids for taking an active role in making their community a better place. (Officer Jeff Pizzi)

Officer Pizzi, and Officer Giuliani had attended an elite active shooter training, which taught officers how to respond to an active shooter. The training was standardized throughout the State, and included the fire department. Because of Covid restrictions, they were limited on the number of people who could attend. Officer Giuliani volunteered his children and their friends to act as role players. He commemorated Amarissa Giuliani, Judah Giuliani, Adiya Giuliani, Uriah Giuliani, Emma Janisch, AJ Timlick, Ellie McLaughlin, and Ayden Quinn for participating in the training, and giving back to their community.

- c) Presentation and recognition to Dave, Paula, Nathaniel, and Wyatt Pizinger for their volunteer hours at the 9/11 memorial site. (Mayor Miller and Vice-Mayor Perkins)

Mayor Miller postponed this item to a later date.

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. Individuals who wish to speak, please state your first and last name and if you reside in Chino Valley Town Limits.

- Lary Holt – They were 99% done with the 9/11 Memorial and would be ready for the Memorial Service. He invited the entire Town to come to the event. He thanked all the volunteers for their work.
- Teena Meadors – She was a Planning and Zoning Commission Member and requested the Council consider an item for New Business. She explained there had not been a UDO Meeting since the beginning of the year. She wanted the Council to consider an addition to the UDO Code Section 3.1 Establishment of Zoning Districts, to create and SR-0.50 to be inserted between 3.11 SR-1 and 3.12 SR-0.16. It would create a new zoning district that was less than one-acre and more than the 7000 square foot tract home lots. She would be bringing this to the next Planning and Zoning meeting, but wanted to give notice to Council. They had been getting developers that wanted properties smaller than an acre, and only had the one option of six residential units per acre. They were taking advantage of the code, but the community was not happy about the congestion, houses, and the number of wells per acre.

4) **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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

Councilmember Granillo reported:

- The 50th Anniversary Celebration would take place on September 4, 2021. He thanked the volunteers and board members.
- The high school and youth football teams would be at the Cougar opening game September 11, 2021.

- b) Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

Town Manager Blackmore introduced the new Planner, Bethan Hang.

5) **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 Vice-Mayor Annie Perkins, seconded by Councilmember Cloyce Kelly to approve Consent Agenda Items 5 (a), (b), (c), (d), (e), (f), and (g) as written.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember LonTurner, Councilmember John McCafferty

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve ORD 2021- 904 to rezone parcel 306-17-015A, applicants Craig and Cheryl Dillenbeck, in order to divide the property. (Will Dingee, Senior Planner)
- b) Consideration and possible action to approve the proposed Groundwater Extinguishment Credits Purchase Agreement with Richard E. Peterson and Susan Peterson for 350.1 acre feet of extinguishment credits in the amount of \$84,024.00. (Frank Marbury, Public Works Director/Town Engineer)

- c) Consideration and possible action to approve the Indigent Legal Services Agreement with Brian Pursell to provide legal defense services for indigent defendants in Chino Valley Municipal Court from July 1, 2021 to June 30, 2022, in the amount of \$15,000.00. (Ronda Apolinar, Court Administrator)
- d) Consideration and possible action to award a Professional Services Agreement (PSA) for design and post design services for the Municipal Water System Improvement Project to Civiltec Engineering, Inc. in the amount of \$126,802.00. (Frank Marbury, Public Works Director/Town Engineer)
- e) Consideration and possible action to approve the Ichor Airsoft lease for approximately 36.72 acres of land at Old Home Manor. (Maggie Tidaback, Economic Development Project Manager)
- f) Consideration and possible action to approve the June 22, 2021, regular meeting minutes. (Erin N. Deskins, Town Clerk)
- g) Consideration and possible action to approve the July 13, 2021, regular meeting minutes. (Erin N. Deskins, Town Clerk)

6) 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 (i) appoint John McCafferty to fill the vacant position on the Town Council and (ii) administer the Oath of Office to the newly appointed Councilmember. (Erin N. Deskins, Town Clerk)

Recommended Action: Appoint John McCafferty to fill the vacant position on the Town Council and administer the Oath of Office.

At the direction of Mayor Miller, item 6(a) was moved and heard before item 2(a) and is retained here for clarity.

Councilmember Turner reported that the Appointments Committee had received several applications and conducted interviews for the open Council Position. The Committee held a Public Meeting August 12, 2021, to choose their recommended candidate.

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to appoint John McCafferty to fill the vacant Town Council position and administer the Oath of Office.

Erin Deskins administered the Oath of Office to Mr. McCafferty, and he took a seat on the dais.

AYE: Mayor Jack Miller, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember Lon Turner

NAY: Vice-Mayor Annie Perkins

5 - 1 PASSED

- b)** PUBLIC HEARING and consideration and possible action to approve a Conditional Use Permit on parcel 306-17-007R, applicant Alie Amato, to allow for the construction and use of a sanctuary for house cats. (Will Dingee, Senior Planner)

Recommended Action: (1) Hold public hearing; and (2) Approve a Conditional Use Permit to allow for the construction and use of a sanctuary for house cats with the following stipulations:

1. The Conditional Use Permit be granted with a two (2) year review period by staff. If staff determines that there has been a negative impact on the surrounding area, staff will bring the item through the public hearing process for reconsideration. If staff determines there is no need for reconsideration, the use will be granted in perpetuity as long as stipulations 2, 3 and 4 are met.
2. The operation will need to be consistent with the Business Plan outlined in the staff report.
3. In the event of issues arising from valid code enforcement complaints such as excess noise, odor or visual appearance or deviation from stipulation 2, staff can bring the item back before Council at any time for reconsideration, modification or revocation.
4. The onsite dumpster will need to be screened from public view per Town Code.

Will Dingee presented the following:

- The Conditional Use Permit (CUP) was for a house cat sanctuary on the subject property.
- The six-acre property location and surrounding property locations were reviewed.
- The surrounding property uses included medical marijuana cultivation facilities, and the Wine Cats Vineyard which was owned by the applicant.
- The current use of the property was the cultivation of grapes used for wine making.
- The project would be limited to the southern portion of the property.
- The proposal included three prefab buildings oriented in a U-shape, which would contain two open air enclosures called catios. This allowed the animals to be outdoors while being contained.
- Buildings would be behind the setbacks, and would be shielded from the adjacent roadway by trees.
- Staff had received comments in favor and in opposition of the proposal.
- The Planning and Zoning Commission forwarded a recommendation of approval for the CUP with stipulations.

Council and staff discussed the following:

- The property would continue to be a winery. The cat sanctuary would be on a separate parcel from the winery. The sanctuary would be on the same parcel as the vineyard.

Mayor Miller opened the public hearing. There were no comments, and the public hearing portion was closed.

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Cloyce Kelly to approve a Conditional Use Permit on parcel 306-17-007R, to allow for the construction and use of a sanctuary for house cats.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Cloyce Kelly, Councilmember Lon Turner, Councilmember John McCafferty

NAY: Councilmember Eric Granillo

6 - 1 PASSED

c)

PUBLIC HEARING and consideration and possible action to approve ORD 2021-903 to rezone parcel 306-23-003B, applicant Meurs Country West, LLC, to develop a Recreational Vehicle Park. (Will Dingee, Senior Planner)

Recommended Action: (1) Hold public hearing; and (2) Approve ORD 2021-903 to rezone approximately 2.21 acres of real property from CL (Commercial Light) to CH (Commercial Heavy) with a PAD (Planned Area Development) to develop a Recreational Vehicle Park with the following stipulations:

1. The project must conform substantially to the provided conceptual plan.
2. The use on this property is restricted solely to an RV Park; any subsequent uses will need to come through the public hearing process for Council approval.
3. All loading spaces, maneuvering areas, driveways, and fire lanes shall be paved per UDO §4.22.4(B)(2) and all turning radii shall conform to the AASHTO guidelines. This does not include RV Stalls.
4. A water and sewer agreement will be needed between the Town and the property owner.
5. An accessible path between the new development and the existing clubhouse located in parcel #306-23-003B will be required.
6. Per Town Code of Ordinances §150.081, except as exempted in § 150.082, all existing and new utility and telephone lines, electric utility distribution lines, cable television lines and all other communication and utility lines adjacent to or within new residential subdivision shall be undergrounded.

Will Dingee presented the following:

- The application was for a rezone with a Planned Area Development (PAD) for the new phase of the Country West RV Park.
- The subject parcel location and surrounding property locations were reviewed.
- The property was currently vacant. Before the applicant purchased the subject property in 2020, it existed as an established RV Park through a CUP issued in 1988. The new owner demolished all structures and improvements on the property because of the state of disrepair.
- The applicant was required to submit a conceptual plan in which would be tied to the rezone.
- The conceptual plan included 31 graveled stalls, with a central one way looped access drive.
- The property would be served by Town water and sewer.
- The PAD would restrict the property to solely an RV Park. Any changes to the

property or the plan would require going through the public hearing process.

- Staff had not received any comments on the proposal.
- The Planning and Zoning Commission forwarded a recommendation of approval with stipulations.

Council, the applicant Megan Meers, and staff discussed the following:

- The entrance through Country West would be through their private driveway.
- Tenancy laws changed after 180 days, so stays at the RV Park were limited to less than that time.
- It would only be RV's.
- The biggest space could fit a 45-foot RV.
- There would be space in the Pepperjacks parking lot for the RV's to turn.
- There would be a wall at the back of the RV's but not along the road.
- The current RV area would remain the same.

Mayor Miller opened the public hearing. There were no comments, and the public hearing portion was closed.

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Cloyce Kelly to approve ORD 2021-903 to rezone approximately 2.21 acres of real property from CL (Commercial Light) to CH (Commercial Heavy) with a PAD (Planned Area Development) to develop a Recreational Vehicle Park.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember Lon Turner, Councilmember John McCafferty

7 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 6:39 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember Lon Turner, Councilmember John McCafferty

7 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, 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 _____ day of _____, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2021.

Erin N. Deskins, Town Clerk