

RESOLUTION 31-2009

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE LAND DEPARTMENT FOR THE GRANTING OF A NON-EXCLUSIVE SPÉCIAL LAND USE PERMIT FOR THE PLACEMENT, MAINTENANCE AND OPERATION OF A WIRELESS TELECOMMUNICATION ANTENNA FACILITY AND RELATED EQUIPMENT.

WHEREAS, the City of Benson believes that it would be in the public interest to enter into an Intergovernmental Agreement with the State Land Department for the granting of a non-exclusive special land use permit for the placement, maintenance and operation of a wireless telecommunication antenna facility and related equipment; and

WHEREAS, the staffs of the City of Benson and the State Land Department have developed an Intergovernmental Agreement (the "Agreement"), which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, as a condition of, and subject to the terms of the Agreement, the City is required to pay an annual fee of at least One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) for the non-exclusive special land use permit; and

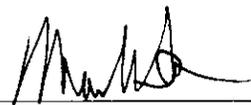
WHEREAS, the City of Benson and the State Land Department desire to avail themselves of all provisions of law applicable to the Agreement and desire to jointly exercise their powers as provided for in A.R.S. § 11-951 *et seq.*; and

WHEREAS, the Mayor and Council of the City of Benson have reviewed the terms and conditions of the Agreement and have determined that approval of the Intergovernmental Agreement is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, that the City hereby approves the Intergovernmental Agreement between the City of Benson and the Arizona State Land Department, attached hereto as Exhibit "A," and the Mayor is hereby directed to execute said Agreement on behalf of the City of Benson.

BE IT FURTHER RESOLVED that the staff of the City is hereby directed to take all actions necessary and proper to implement the Intergovernmental Agreement and further its purposes.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
BENSON, ARIZONA, this 27th day of April, 2009.



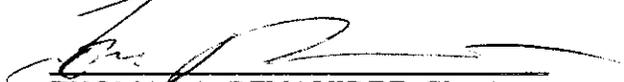
MARK M. FENN, Mayor

ATTEST:



VICKI L. VIVIAN, City Clerk

APPROVED AS TO FORM:



THOMAS A. BENAVIDEZ, City Attorney

Exhibit "A"
Intergovernmental Agreement

ARIZONA STATE  LAND DEPARTMENT

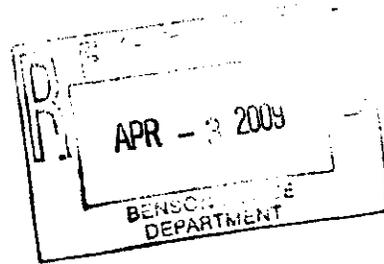
Janice K. Brewer
Governor

Mark Winkleman
State Land
Commissioner

IMPORTANT DOCUMENT ENCLOSED

City of Benson
ATTN: Paul Moncada
P.O. Box 2287
Benson, AZ 85602

Date APR 02 2009



Reference No. 23-106533-03

Enclosed are two original documents for your review and signature.

Please do the following:

- a. All persons named on the document must **sign and date both documents**. If signing for a business, corporation or other entity, state your position within the entity.
- b. **Return both signed documents within 60 days** of the date above to:

Arizona State Land Department
ATTN: Title and Contracts Section
1616 W. Adams
Phoenix, AZ 85007

Documents not signed and returned within 60 days will be declared Null and Void and Cancelled.

Please do not do the following:

- a. **Do not** alter the documents. Alterations void the documents.
- b. **Do not** send copies. The documents are issued on bond paper, which must be returned.
- c. **Do not** have the documents notarized.

Please note:

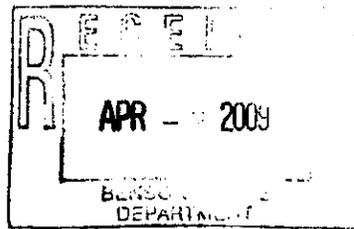
Any rent due will be billed separately. For new documents, the rent must be paid prior to the issuance of your document.

If you need assistance, contact:

Agriculture, Grazing, Apiary or Special Land Use Permit:	(602) 542-4625
Land Sale, Right-of-Way, Commercial Lease, Homesite, or Commercial Land Use Permit:	(602) 542-1704
Accounting or Billing Statements:	(602) 542-2519
Land Sale or Commercial Lease – Southern Arizona Office:	(520) 209-4250

Enc: (2)

#1 (6/07)



**STATE LAND DEPARTMENT
STATE OF ARIZONA**

SPECIAL LAND USE PERMIT

Permit No. 23-106533-03

Site I.D.: _____

THIS SPECIAL LAND USE PERMIT ("Permit") is entered into by and between the State of Arizona, Arizona State Land Department ("Permitter"), through the State Land Commissioner ("Commissioner") and

CITY OF BENSON

("Permittee"). In consideration of the payment of a fee and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

**ARTICLE 1
SUBJECT LAND**

1.1 Permitter grants to Permittee a non-exclusive permit for special use on the State Land described in Appendix A attached hereto ("the Subject Land").

1.2 Permittee makes use of the Subject Land "as is" and Permitter makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2
TERM**

2.1 The term of this Permit commences on May 17, 2008, ("Commencement Date") and expires on May 16, 2013, ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law. This Permit expires on the date indicated and carries no holdover rights, nor is it assignable or saleable.

2.2 This Permit represents personal property of Permittee and does not survive the death of or termination by Permittee.

ARTICLE 3

FEE

3.1 Permittee agrees to pay as a fee for this Permit the following amount, due and payable in advance on the Commencement Date, and each year thereafter on the anniversary of the Commencement Date:

Year's 1 thru 5: \$1,800 annually or per Article 3.2, however, in no event shall the annual fee be less than the previous year's fee.

3.2 Permittee understands and agrees that the fee amount charged represents the current minimum rate for the use permitted. In the event Permittor adjusts the minimum rate, the adjusted fee shall be effective upon the subsequent annual anniversary date for this Permit; however in no event shall the annual fee be less than the previous year's fee.

3.3 If Permittee should fail to pay the fee when due, the Commissioner at his option, may cancel this Permit or declare the same forfeited.

3.4 Permittee shall pay a penalty of five (5%) percent of any amount of the fee that is delinquent, and shall pay daily interest on delinquent amounts plus penalty at the rate set by the Arizona State Treasurer, according to law.

3.5 The State of Arizona shall be forever wholly absolved from any liability for damages which might result to the Permittee herein on account of this Permit having been forfeited for nonpayment of fees due thereunder prior to the expiration of the full time for which it is issued.

ARTICLE 4

PERMITTED USE

4.1 This Permit grants authority only for the following specific purpose and temporary structures; any other use by the Permittee of the land described herein, or of any of the products therefrom, except as provided below, is expressly prohibited: *Placement, maintenance and operation of wireless telecommunication antenna facility on existing telecommunications monopole/tower, and related equipment cabinets and facilities on or below ground, all within existing Lease No. 03-72450. The holder of Lease No. 03-72450, (Lessee) SW Transmission Coop is the owner of any existing monopole/tower, and any replacement monopole/tower, located on Subject Land. Co-location of other compatible and similar communication users permitted only with express, written authorization of Permittor.*

4.2 This Permit is subject to any leases, rights of way, and permits which may exist, and any and all present commitments in connection with those leases and permits. Permittee shall in no way interfere with the peaceful possession and use of the Subject Land by a valid surface leaseholder or permittee of the Subject Land.

4.3 Permitter reserves the right to grant rights of way and easements over, across, or upon the lands embraced in this Permit for public highways, railroads, tramways, telephone, telegraph and transmission lines, pipe lines, irrigation works, flood control, drainage works, logging and other purposes, and this Permit is issued subject to all existing rights of way.

4.4 Permittee shall not cause nor grant permission to another to cause any waste in or upon the Subject Land. Permittee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Permitter, except that Permittee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land without such prior consent. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 5 **CONFORMITY TO LAW**

5.1 Permittee shall not use or permit the Subject Land to be used in any manner that is not in conformity with all applicable Federal, State, County and municipal laws, rules and regulations, unless Permitter determines and advises Permittee in writing otherwise.

5.2 This Permit shall terminate if Permittee is unable to or fails to obtain or loses any governmental approval that is prerequisite to the special use for which this Permit is issued, or that is necessary to construct, maintain or operate any facilities on the site in connection with that special use.

ARTICLE 6 **IMPROVEMENTS**

6.1 Any and all structures placed by Permittee upon the Subject Land shall be temporary and removable, and shall be removed upon expiration, cancellation, revocation or termination of this Permit. The placement of permanent improvements upon the Subject Land by Permittee is expressly prohibited; any permanent improvements so placed upon the Subject Land by Permittee shall be removed by Permittee without damage to the Subject Land or at the option of Permitter shall be forfeited and become the property of the State. Permittee shall remain liable for the cost of removal of all improvements and for restoration of the Subject Land, as set forth more fully in Article 13.

6.2 If at any time after the execution of this Permit it is shown to the satisfaction of the State Land Commissioner that the Permittee herein has misrepresented, by implication or otherwise the value of any reimbursable improvements placed upon the land herein embraced and Permittee herein not being the owner of said improvements at the time of the execution of this Permit, this Permit shall be null and void, at the option of the State Land Commissioner, insofar as it relates to the land upon which said improvements are situated.

ARTICLE 7
CANCELLATION, TERMINATION & ABANDONMENT

7.1 If at any time after the execution of this Permit, it is shown to the satisfaction of the Commissioner, that there has been fraud or collusion upon the part of Permittee to obtain or hold this Permit at a lesser fee than its value, or through such fraud and collusion a former permittee of the Subject Land has been allowed to escape payment of the fee due for the use of said land by the former permittee, this Permit shall be null and void, at the option of the Commissioner, insofar as it relates to the land affected by said fraud or collusion.

7.2 Permittee shall give Permitter 25 days notice in writing in advance of the abandonment of said Subject Land or termination of these presents.

7.3 In the event any land affected by this Permit is reclassified by order of the State Land Commissioner, or sold, this Permit will automatically cancel as of the effective date of the reclassification or sale.

7.4 If Permittee should fail to keep the covenants and conditions herein set forth, the Commissioner, at his option, may cancel said Permit.

7.5 This Special Land Use Permit shall be terminable at will with 25 days written notice.

7.6 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 8
INSURANCE AND INDEMNITY

8.1 Except to the extent occurring or existing prior to the Commencement Date hereof, Permittee hereby expressly agrees to indemnify and hold Permitter harmless, or cause Permitter to be indemnified and held harmless, from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorney's fees and costs, which may be imposed upon or incurred by or asserted against Permitter by reason of any: (i) accident, injury or damage to any person or property occurring on or about the Subject Land or any portion thereof; (ii) use, non-use or condition of the Subject Land or any portion thereof; or (iii) failure on the part of Permittee to perform or comply with any of the provisions of this Permit; except that none of the foregoing shall apply to Permitter's intentional conduct or active negligence nor to the intentional conduct or active negligence of Permitter's agents, servants, contractors or subcontractors. If any action or proceeding is brought against Permitter by reason of any such occurrence, Permittee, upon Permitter's written request and at Permittee's expense, will resist and defend such action or proceeding, or cause the same to be resisted either by counsel designated by Permittee or where such occurrence is covered by liability insurance, by counsel designated by the insurer.

8.2 Permittee, at its expense, shall at all times during the Term of this Permit, and any extension thereof, maintain in full force a policy or policies of commercial general liability insurance, including bodily injury, property damage, personal injury and broad form contractual liability coverage, written by one or more duly licensed (or approved non-admitted) insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII, and each policy shall be written on an occurrence basis, which insure Permittee and Permitter against liability for injury to persons and property and death of any person or persons occurring in, on or about the Subject Land, or arising out of Permittee's maintenance, use and occupancy thereof. All commercial general liability and personal property damage policies shall contain a provision that Permitter, named as an additional insured, shall be entitled to recovery under the policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence or wrongdoing of Permittee, its servants, agents and employees. Further, the policies shall provide that their coverage is primary over any other insurance coverage available to the Permitter, its servants, agents and employees as relates to the negligence of Permittee. All policies of insurance must contain a provision or endorsement that the company writing the policy shall give to Permitter thirty (30) days notice in writing in advance of any cancellation or lapse, or the effective date of any reduction in coverage.

8.3 The insurance as described in Paragraph 8.2 herein shall afford protection not less than:

General Aggregate:	\$2,000,000.00
Personal Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability - Written and Oral:	\$1,000,000.00
Fire Damage (Any one fire):	\$500,000.00

in combined single limits and each liability policy or policies shall be written on an occurrence basis; provided, however, that the minimum amount of coverage for the above shall be adjusted upward on Permitter's reasonable request to be made no more frequently than once every two (2) years so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater. If at any time Permittee fails, neglects or refuses to cause such insurance to be provided and maintained, then Permitter may, at its election, procure or renew such insurance and any amounts paid therefore by Permitter shall be an additional amount due at the next date Rent is due and payable.

8.4 Notwithstanding anything to the contrary in this Article, Permittee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance maintained by Permittee, provided, however, that the coverage afforded Permittor will not be reduced by reason of the use of such blanket policy of insurance.

8.5 Permittee shall furnish Permittor with certificates of insurance (ACORD form or equivalent approved by Permittor) and shall at all times during the term of this Permit maintain with Permittor a current certificate of insurance. The State of Arizona, Arizona State Land Department, the Permit number, and location description of the subject parcel are to be noted on the certificate of insurance. Permittor reserves the right to view the complete, certified copies of all insurance policies and endorsements required by this Permit at any time at Permittee's headquarters. In addition, if any claim made by Permittor is rejected by Permittee's insurance company, Permittor shall have the right to view the complete, certified copy of the applicable policy at Permittee's area headquarters. Lastly, Permittor shall have the right, at any time, to request a representation letter from Permittee's insurance agent in relation to any particular coverage referenced in this Permit.

ARTICLE 9 ENVIRONMENTAL MATTERS

9.1 For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Permit, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in Environmental Laws.

9.2 Permittee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Permittee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to the Permittor within ten business days of receipt of the permit; (3) provide copies of all documentation required by Environmental Laws to the Permittor within ten business days of Permittee's submittal and/or receipt of the documentation; (4) during the term of the Permit, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject

Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances by Permittee and its agents, employees or contractors, within the Subject Land without prior written authorization from the Permitter. Permittee shall use commercially reasonable efforts to preclude use of Permittee's portion of the Subject Land by unauthorized persons.

9.3 Permittee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Permittee and Permittee business and monitoring Permittee's continued compliance with applicable Environmental Laws. Upon request by the Permitter, Permittee shall make the Designated Compliance Officer available to discuss Permittee's compliance, answer any questions, and provide such reports and confirming information as the Permitter may reasonably request.

9.4 At any time, the Permitter may request the Permittee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Permittee shall pay the entire cost of the audit.

9.5 At any time during the term of the Permit, the Permitter may require Permittee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If, based upon the Phase I environmental assessment or its own independent investigation, the Permitter identifies any possible violation of Environmental Laws or the terms of this Permit by Permittee or its agents, employees, or contractors, the Permitter may require Permittee to conduct additional environmental assessments as the Permitter deems appropriate for the purpose of ensuring that the Subject Lands are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by the Permitter, shall be obtained for the benefit of both Permittee and the Permitter. A copy of the Phase I report shall be provided both to Permittee and the Permitter. The Permitter, in its sole discretion, shall have the right to require Permittee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws by Permittee or its agents, employees or contractors. If Permittee fails to obtain any assessments required by the Permitter, Permittee shall pay the entire costs of any and all assessments required by the Permitter, notwithstanding the expiration or termination of the Permit.

9.6 Permittee shall defend, indemnify and hold the Permitter harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against the Permitter in any way relating to or arising out of any non-compliance with any Environmental Laws by Permittee or its agents, employees or contractors, the existence or presence of any Regulated Substance, on, under, or from the Subject Land due to the acts or omissions of

Permittee or its agents, employees or contractors, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land due to the acts or omissions of Permittee or its agents, employees, contractors or subcontractors.

9.7 This indemnity shall survive the expiration or termination of this Permit and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

9.8 In the event any action or claim is brought or asserted against the Permitter which is or may be covered by this indemnity, the Permittee shall fully participate, at Permittee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. For indemnified matters, all final decisions concerning the defense shall be reasonably approved by Permitter. The Permittee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Permit.

9.9 Prior to the termination of the Permit and in addition to those obligations set forth in Article 13.2, Permittee shall restore the Subject Land by removing any and all Regulated Substances deposited by Permittee or its agents, employees or contractors. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by the Permittee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, the Permittee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that the Permittee first occupied the Subject Land, to the satisfaction of the Permitter. In any event, any damage, destruction, or restoration by Permittee shall not relieve Permittee from its obligations and liabilities under this Permit. The Permittee's restoration obligations under this Section shall survive the expiration or the termination of the Permit.

ARTICLE 10 **PERMIT; SEVERABILITY**

10.1 This Permit does not create a lease, easement, or other estate or right in the real property. In the event this document or any supplemental attachments contains any wording that a court of law interprets as creating a leasehold interest, that wording shall be void but shall not effect the remaining terms and conditions of the Permit.

ARTICLE 11
RESERVATIONS; RELINQUISHMENTS

11.1 Permittor excepts and reserves out of the Permit hereby made, all oils, gases, coal, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the Subject Land or any part thereof.

11.2 Permittor reserves the right to relinquish to the United States lands needed for irrigation works in connection with a government reclamation project, and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigating plants or works, railroads, tramways, transmission lines, or any other purpose or use on or over the Subject Land.

ARTICLE 12
NATIVE PLANTS AND ARCHAEOLOGICAL RESOURCES

12.1 Permittee shall comply with the provisions of the Arizona Native Plant Law, A.R.S. § 3-901 et seq., or any successor statutes, and with Arizona laws relating to archaeological discoveries, A.R.S. § 41-841 et seq., or any successor statutes. Permittee shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites except as may be permitted by these laws. In addition, Permittee shall notify Permittor of any prehistoric or historic archaeological discoveries on the Subject Land.

ARTICLE 13
PERMITTEE SHALL PROTECT AND RESTORE SUBJECT LAND

13.1 In the event of known trespass on the Subject Land resulting in damage thereto, Permittee shall notify Permittor and appropriate law enforcement authorities.

13.2 Upon abandonment, cancellation, revocation or termination of this Permit, Subject Land shall be restored to its original condition, to the satisfaction of the Permittor. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by Permittee on Subject Land. If Permittee fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the Permittor, they shall be forfeited and become the property of the State, but Permittee shall remain liable for the cost of removal of all materials and for restoration of the site.

ARTICLE 14
MISCELLANEOUS

14.1 It is understood by Permittee that the establishment of any water right, or rights, shall be by and for the State of Arizona, and no claim thereto shall be made by said Permittee; such rights shall attach to and become appurtenant to the Subject Land.

14.2 This Permit is granted subject to all the provisions and requirements thereto, and to the present laws relating to State Lands, and all amendments, revisions or repeals of all existing laws, the same as though they were fully set forth herein. No provisions of this Permit shall create any vested right in Permittee.

14.3 In the event of a dispute between the parties to this Permit, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 In any action arising out of this Permit, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Permitter, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

14.5 This document is submitted for examination and shall have no binding effect on the parties unless and until executed by Permitter (after execution by Permittee), and a fully executed copy is delivered to the Permittee.

14.6 Permittee shall adhere to all rules, regulations, ordinances, and building codes as promulgated by local jurisdictions and any applicable agencies.

14.7 All of the covenants, conditions and agreements, attached to this Permit, shall be, become and are a part of the Permit, the same as though set forth in full over the signatures of the contracting parties hereto.

14.8 Every obligation of the State under this Permit 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 this Permit, this Permit may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

14.9 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 99-4.

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 02-APR-2009
RUN TIME: 11:31:56
APPENDIX A
PAGE: 001

KE-LEASE#: 023-106533-03-002 APPTYPE: RENEWAL
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
16.0-S-22.0-E-27-02-046-8005	ANTENNA IN N2SWNW (03-72450)	0.00	0.100
TOTALS:		0.00	0.100

IN WITNESS HEREOF, the parties hereto have signed this Permit effective the day and year set forth previously herein.

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

By: Andrés Montecinos 5/4/09
Date



City of Benson
Permittee

[Signature] 4-28-09
Authorized Signature Date

Mayor
Title

P.O. Box 2223
Address

Benson AZ 85602
City State Zip