Douglas A. Ducey
Governor

Lisa A. Atkins
Commissioner

Arizona State Land Department
1616 West Adams, Phoenix, AZ 85007

IMPORTANT DOCUMENTS ENCLOSED

Pinal County
ATTN: Jay Vargo
P.O. Box 726
Florence, AZ 85132

Date: OCT 19 2016

Reference No.: 23-118980-03-000

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 all documents**. If signing for a business, corporation or other entity, state your position within the entity.
b. **Return signed documents within 60 days** of the date above to:

Arizona State Land Department
ATTN: Del Martinez
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 note:
If applicable, any rent due will be billed separately. The rent must be paid prior to the issuance of your document. If you need assistance, contact Accounting or Billing Statements, 602-542-2519.

Please adhere to 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.

For further assistance, you can contact:

Agriculture, Grazing, Apiary or Special Land Use Permit:	(602) 542-4625
Land Sale, Commercial Lease, or Homesite:	(602) 542-3000
Right of Way:	(602) 542-4098

The address you provide will be used for all future notifications and billings. You will be held responsible for any charges, penalty and/or interest that may occur should you fail to notify the Department of any change in address.

Enc. (2)

STATE LAND DEPARTMENT
STATE OF ARIZONA

SPECIAL LAND USE PERMIT

Permit No. 23-118980-03
Site I.D.:_____

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

PINAL COUNTY

("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 Permittor 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 Permittor 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 September 22, 2016, ("Commencement Date") and expires on September 21, 2018, ("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.

2.2 The Permittee will not assign the Subject Land herein described in this Permit without the written consent of the State Land Commissioner, first obtained, and will, upon the expiration of the Permit surrender peaceable possession of said land.

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:

$2,400.00 annually which consists of an $1,800.00 fee and a $600.00 access fee annually.

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

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.4 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 tower, and related equipment cabinets and facilities on or below ground, all within existing Lease No.03-87095. The holder of Lease No. 03-87095, Arizona Department of Public Safety, is the owner of any existing tower, and any replacement 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 Permittor 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 Permittor, 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 Permittor 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 Permittor 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 Permittor 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 to the land reclassified or sold upon the issuance of a new lease or at the time of auction, whichever occurs first.

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 Indemnity. Permittee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "State of Arizona") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Permittee's occupancy and use of the Subject Land. It is the specific intention of the parties that the State of Arizona shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Arizona, be indemnified by Permittee from and against any and all Claims. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8.2 Insurance Requirements. Permittee shall procure and maintain for the duration of the Permit insurance against claims for injury to persons or damage to property which may arise from or in connection with this Permit. The insurance requirements herein are minimum requirements for this Permit and in no way limit the

indemnity covenants contained in this Permit. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Permittee from liabilities that might arise out of this Permit. Permittee is free to purchase such additional insurance as Permittee determines necessary.

A. Minimum Scope and Limits of Insurance. Permittee shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability-Occurrence Form. The Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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

The policy shall be endorsed to or automatically include the following as additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Permit, as their interests may appear."

The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees for losses arising from the Permittee.

Each liability policy or policies shall be written on an occurrence basis. Furthermore, the minimum amount of coverage for the above shall be adjusted upward on Permittor'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.

B. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

1. The Permittee's insurance coverage shall be primary insurance with respect to all other available sources.

2. Permittee's liability and indemnification obligations pursuant to this Permit shall not be limited by the coverage provided by Permittee.

C. Notice of Cancellation. Unless evidence of replacement coverage equivalent to or exceeding the requirements of the Permit is verified according to subsection E below, each insurance policy required by the insurance provisions of this Permit shall not be cancelled or reduced below the requirements of this Permit in coverage or in limits except after thirty (30) days' prior written notice has been given to the State of Arizona (ten (10) days prior written notice due to non-payment). Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved nonadmitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

E. Verification of Coverage. Permittee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Permit. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before the Permit Term commences. Each insurance policy required by this Permit must be in effect at or prior to the commencement of the Permit and must remain in effect for the duration of the Permit. Failure to maintain the insurance policies as required by this Permit or to provide timely evidence of renewal will be considered a material breach of the Permit.

All certificates required by this Permit shall be sent directly to The Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. Permit number and location description are to be noted on the certificate of insurance. In the event a claim is presented against the state relating to this site or use of this site, or in the event a default has occurred under this Permit, the State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Permit at any time, thereafter, subject to such confidentiality as is permitted pursuant to applicable laws, rules and regulations.

F. Approval. Any modification or variation from the insurance requirements in this Permit shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Permit amendment, but may be made by administrative action.

G. Exceptions. In the event the Permittee or sub-Lessee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide Certificate of Self Insurance. If the Permittee or sub-Lessee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

H. Blanket Umbrella Policy. Anything in this Section to the contrary notwithstanding, any insurance which Permittee is required to obtain pursuant to this Section may be carried under a "blanket" or umbrella policy or policies covering other properties or liabilities of Permittee, so long as the "blanket" or umbrella policy or policies otherwise comply with the provisions of this Section and provided further that the policies provide for a reserved amount with respect to the Subject Land so as to assure that the amount of insurance required by this Section will be available notwithstanding any losses with respect to other property covered by the blanket policies.

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 Permittor. 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 Permittor, 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 Permittor may reasonably request.

9.4 At any time, the Permittor 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 Permittor 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 Permittor identifies any possible violation of Environmental Laws or the terms of this Permit by Permittee or its agents, employees, or contractors, the Permittor may require Permittee to conduct additional environmental assessments as the Permittor 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 Permittor, shall be obtained for the benefit of both Permittee and the Permittor. A copy of the Phase I report shall be provided both to Permittee and the Permittor. The Permittor, 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 Permittor, Permittee shall pay the entire costs of any and all assessments required by the Permittor, notwithstanding the expiration or termination of the Permit.

9.6 Permittee shall defend, indemnify and hold the Permittor 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 Permittor 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 Permittor 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 Permittor. 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 Permittor. 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 affect 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 CULTURAL RESOURCES

12.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Permittee, Permittee's employees, and Permittee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Permittor pursuant to the terms of this Permit. Permittee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Permittor.

(b) Pursuant to A.R.S. § 41-844, Permittee shall report to the Director of the Arizona State Museum and Permittor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Permittee, Permittee's employees, or Permittee's guests, and shall, in consultation with the Director of the Arizona State Museum and Permittor, immediately take all reasonable steps to secure the preservation of the discovery.

12.2 (a) Permittee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Permittor. For undeveloped land, the Permittee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Permittee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Permittee removes the native plants, the Permittee must pay a vegetation fee to the Permittor and this fee is not a reimbursable improvement.

(b) Permittee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

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 Permittor, 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 Permittor (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. 2009-09.

APPENDIX A

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

RUN DATE: 19 October 2016
RUN TIME: 14:48 PM
PAGE: 1

KE-LEASE# 023-118980-03-000 APPTYPE: NEW
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
10.0-S-09.0-E-22-11-031-8005	M&B THRU S2 (ACCESS 18-87225)	0.00	0.100
10.0-S-09.0-E-26-11-006-8005	ANTENNA IN SWSW (SITE 03-87095) M&B THRU SW (ACCESS 18-87225)	0.00	0.200
10.0-S-09.0-E-27-11-031-8005	ANTENNA IN SESE (SITE 03-87095) M&B THRU SENE (ACCESS 18-87225)	0.00	0.200
10.0-S-09.0-E-35-11-031-8004	M&B THRU N2 (ACCESS 18-87225)	0.00	0.100
	TOTALS	0.00	0.600

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:_____
Date

(SEAL)

_____
PERMITTEE

_____
Authorized Signature **Date**

_____
Title

_____
Address

_____
City **State** **Zip**