Board of Supervisors Memorandum

July 11, 2017

A Cooperative Agreement between Pima County and the United States Air Force (USAF) to Acquire and Convey Property Interests on Behalf of Davis-Monthan Air Force Base (DMAFB) using funds awarded under the Federal Readiness Environmental Protection Integration Program

Background

In Arizona, the military economy is a $9-billion-a-year enterprise. Protecting Arizona's military bases is not just a matter of national military readiness, but also ensures these significant economic engines are retained and allowed to expand. High cost of operations and encroachment of incompatible land uses are significant threats to military installations that can compromise Base operations and mission growth. As stated in my May 11, 2017 memorandum to the Board, DMAFB partnered with Pima County to pursue grant funding for military installation encroachment prevention under the federal Readiness Environmental Protection Integration (REPI) program. The REPI program is administered by the Department of Defense and was created to prevent, remove, or mitigate incompatible land uses that restrict training, testing and operations of military installations, which can improve opportunities for mission growth.

The partnership project submitted to REPI by DMAFB identified five priority areas, with their highest priority being their Approach/Departure Corridor (ADC), followed by military training flight corridors, and training sites. Properties with incompatible land uses were identified as eligible for acquisition within each area. In April, DMAFB was notified of their $1.5 million REPI award, with the opportunity to apply and receive additional funding for this project over the next four fiscal years. The County's past $10 million investment in the DMAFB ADC was used to leverage these federal funds. As you know, the County successfully acquired 15 properties, totaling 460 acres, using 2004 voter-approved bond funds earmarked for Base encroachment prevention. The County is able to match the Base's $1.5 million REPI award, dollar for dollar, by valuing and conveying restrictive easements to the Air Force on a portion of the properties we have already acquired in the ADC.

The Encroachment Management Agreement sets forth terms for the County to act on behalf of DMAFB to acquire property interests, to be titled in both the County and the United States, from willing sellers within their priority areas, at no additional cost to the County.

DMAFB is one of Pima County's major employers with a local economic impact of $1 billion. The County has been a long-time supporter of the Base, especially in encroachment prevention efforts, and will continue to do so to safeguard DMAFB as a sustainable Air Force military installation in our region.

Recommendation

I recommend the Board of Supervisors approve the Encroachment Management Agreement to authorize County staff to begin the REPI acquisition program to benefit DMAFB operations. The conveyance of restrictive easements on portions of the properties acquired by the County in the ADC will be brought to the Board for consideration under separate Deed of Easement agreement(s). At that time, specific County-acquired properties will be identified for easement restrictions to be conveyed to the Air Force.

Sincerely,

C.H. Huckelberry
County Administrator

CHH/dr (July 6, 2017)

Attachment

ENCROACHMENT MANAGEMENT AGREEMENT

BETWEEN

PIMA COUNTY, ARIZONA

AND

UNITED STATES OF AMERICA

CONCERNING

Installation Encroachment Management Plan in the vicinity of Davis Monthan Air Force Base, Tucson, Arizona

Authority: 10 U.S.C § 2684a

In accordance with 10 USC 2684a, this Encroachment Management Agreement, including all Exhibits and attachments herein, hereinafter the "**Agreement**," is entered into between the United States of America, acting by and through the Secretary of the Air Force or his or her authorized delegate, hereinafter called the "**Air Force**," and Pima County, a political subdivision of the State of Arizona, hereinafter called the "**Eligible Entity**." The Air Force and the Eligible Entity are sometimes collectively referred to herein as, the "**Parties**" and individually as, the "**Party**".

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ARTICLE 1. AUTHORITY

1.1. This Agreement is executed under authority of 10 U.S.C. § 2684a. If any term, or interpretation of a term, conflicts with 10 U.S.C. § 2684a, as amended, or other statutes applicable to this Agreement, the statutory requirements prevail as provided under Article 2 and the term or its interpretation is unenforceable. Thus, it is incumbent upon both Parties to understand and comply with such laws in performance and execution of this Agreement.

ARTICLE 2. ORDER OF PRECEDENCE

2.1. This Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:

2.1.1. The Federal statutes authorizing this payment or award, or any other Federal statutes directly affecting performance of this Agreement, especially 10 U.S.C. § 2684a.

2.1.2. In case of disagreement with any terms or conditions under this Agreement the Eligible Entity shall contact the Project Manager (PM), in order to resolve the issue. The Eligible Entity shall not proceed with any acquisitions or accept any payments until the issue is resolved.

ARTICLE 3. GENERAL DEFINITIONS

3.1. Acquisition Costs: The total cost of the Real Property Interest(s) acquired, including the agreed sales price and Allowable Transaction Costs as defined herein. It does not include any lump sum payments that may be authorized to be paid for Natural Resources Management and Monitoring cost(s), as that term is defined herein.

3.2. Air Force: The Air Force is a branch of the armed services, as defined in 10 U.S.C. § 8011, authorized to receive and obligate appropriated funds under 10 U.S.C. § 2684a, as amended. The Air Force is organized under the Secretary of the Air Force who operates under the authority, direction, and control of the Office of the Secretary of Defense (OSD), DOD. The Secretary of the Air Force is the legal administrator of the acquisition of real property pursuant to 10 U.S.C. § 8013, but the United States Government (United States) is the owner of any real property to be acquired by the Air Force through such authority.

3.3. Air Force Civil Engineer Center (AFCEC): The agency responsible for finalizing execution and performing management of the Air Force Readiness and Environmental Protection Integration Program for the Air Force and this Agreement, including obligating of funds if delegated such authority, and the oversight of expensing and tracking of funds transferred to the Eligible Entity. AFCEC is under the direction and control of the Air Force Installation and Mission Support Center (AFIMSC) and the Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI).

3.4. Air Force Civil Engineer Squadron: Installation office responsible for submitting annual REPI proposals, identifying priority areas with the support of their Major Commands (MAJCOMs) and AFCEC, managing funds upon receipt from DOD and AFCEC, and managing Eligible

Entity invoicing with associated payment from Defense Finance & Accounting Services (DFAS) upon AFCEC transaction approval. Maintains all easement documentation in accordance with Air Force requirements with provision of same documentation to AFCEC and SAF/GCN.

3.5. Allowable Transaction Costs: Costs incurred solely related to the acquisition of the Real Property Interest(s), not including the agreed sales price, such as land surveys, appraisals, environmental surveys/assessments, title searches, title commitments, escrow agent fees and expenses, real estate agent fees, recording fees, and settlement statement legal fees. It does not include any costs for activities for which either party already incurs in their regular course of business (e.g. employee salaries, rents, professional licenses, rent for offices, supplies, etc.).

3.6. Annual Report: The document that summarizes project progress and provides an accounting of funding and disbursements under the Agreement for each fiscal year (FY) to the PM and Installation no later than October 15 of each year.

3.7. Baseline Documentation Report: For each restrictive use easement, have a baseline documentation report, with written descriptions, maps and photographs, that documents:

3.7.1. The conservation values protected by the easement

3.7.2. The relevant conditions of the property as necessary to monitor and enforce the easement.

3.8. Early Payment: An amount paid prior to the receipt of goods, services, or other assets that are ordinarily made only to payees to whom the Air Force has an obligation, and does not exceed the amount of the obligation.

3.9. Eligible Entity: Pima County, a Political Subdivision of the State of Arizona. Upon signing the Agreement the Eligible Entity certifies it is authorized by A.R.S. §§ 11-952 and 11-254.05 to perform and discharge its obligations under this Agreement, including without limitation, the acquisition and disposition of Real Property Interest(s) and to preserve and protect conservation or other similar values of the land it acquires.

3.10. Eligible Entity Program Manager (EEPM): The EEPM is the Eligible Entity's official charged with the overall responsibility of management and guidance of the Agreement and associated real estate instruments for the Eligible Entity.

3.11. Encroachment: Any deliberate action by any governmental or non-governmental entity or individual that does, or is likely to inhibit, curtail, or impede current or future military activities within the installation complex and/or mission footprint; or any deliberate military activity that is, or is likely to be incompatible with a community's use of its resources.

3.12. Fiscal Year (FY): Fiscal Year means the Federal funding year that begins on October 1 and ends on September 30.

3.13. Habitat: An area that provides the environmental elements of air, water, food, cover, and space necessary for a given species to survive and reproduce.

3.14. Installation: Davis Monthan Air Force Base, which is a base under the jurisdiction of the Secretary of the Air Force.

3.15. Installation Encroachment Management Plan: Addresses encroachment and sustainment challenges that have the potential to affect both the installation mission and the quality of life in surrounding communities. It is a cross-functional plan that integrates installation efforts to sustain operations by preventing or reducing the impacts of encroachment on installation facilities and missions. In order to protect the ability of the installation to execute its mission, while complying with state and federal regulations and protecting the public's health, safety, and welfare, the installation-level encroachment management program builds on and integrates existing foundational programs, which may include, but are not limited to the Comprehensive Planning programs including the Air Installations Compatible Use Zones (AICUZ), the Installation Development Plan (IDP), the Joint Land Use Study (JLUS), and/or the Installation Complex Encroachment Management Action Plan (ICEMAP).

3.16. Installation Resource Advisor/Funds Manager: The Installation representative that is the principal point of contact for financial and fiscal issues arising under the Agreement related to the distribution of funds to the Eligible Entity that are obligated under this Agreement.

3.17. Natural Resources Management, Monitoring, and Enforcement: Except where explicitly stated otherwise within the Agreement, this activity is only referring to activity that the Secretary of the Air Force or Secretary's authorized representative has determined is for the monitoring and management of natural, non-agricultural habitats of concern as defined under 10 U.S.C. 2684a(a)(2) and (d)(3). If there are characteristics of both natural habitat and agricultural uses within the same parcel, it still qualifies as natural habitat. Only with written approval from the PM may the Eligible Entity receive funds for this purpose.

3.18. Notice to Proceed: A written notification from the PM to the Eligible Entity to proceed with the acquisition of a Real Property Interest in an identified parcel.

3.19. Parties: For purposes of this Agreement, the parties include the United States Air Force, and the Eligible Entity.

3.20. Project Manager (PM): The PM is the Air Force's representative from the Air Force Civil Engineer Center charged with overall project management responsibility and guidance of the Agreement and associated real estate instruments.

3.21. Political Subdivision: Political subdivision is a subdivision of a state which has been delegated certain functions of local government. This can include counties, cities, towns, villages, hamlets, boroughs, and parishes.

3.22. Real Property Interest(s): Real Property Interest(s) is(are) the interest(s) in real estate acquired by the Eligible Entity pursuant to this Agreement, including those added by any amendments to the Agreement. This could consist of a deed for fee simple, a conservation easement, a restrictive use easement, or a combination of both a conservation and restrictive use easement. The Real Property Interest(s) conveyed to the United States, if conveyed, will be the minimal interest necessary to ensure the property concerned is used in a manner consistent with the purposes of this Agreement and will be less than a fee simple interest.

3.23. State: A State includes any department or named agency of a State authorized by law to enter into transactions of the nature contemplated by this Agreement. A State includes the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Marianas, and the territories and possessions of the United States.

3.24. Technical Project Manager (TPM): The TPM is the Installation's technical representative charged with advising and updating the PM.

ARTICLE 4. SUMMARY OF SCOPE/PURPOSE

4.1. The primary purpose of this Agreement is to structure an acquisition and cooperative arrangement for the protection and management of property interests identified under this Agreement, and as it may be amended from time to time. The scope of the Agreement includes all activities enumerated in this Agreement, including all attachments.

4.1.1. To accomplish this purpose, 10 U.S.C. 2684a authorizes the secretary of a military department to enter into agreements with a state or political subdivision of a state, or a private conservation organization, to limit the use or development of real property in the vicinity of, or ecologically related to, a military installation or military airspace, including, but not limited to, a training or testing ranges or military training routes.

4.1.2. The protection and management of property interests identified will limit and/or prevent encroachments as follows: (a) limit development or use of the land that would be incompatible with the mission(s) of the installation; (b) preserve habitat on the land in a manner that is compatible with environmental requirements or that may eliminate or relieve environmental restrictions that could restrict, impede, or interfere with military training, testing, or operations on or near the Installation; or (c) protect Clear Zone Areas from use or encroachment that is incompatible with the mission of the installation.

4.2. Specifications for the performance of these actions are contained in Article 8, and are part of this Agreement as incorporated herein by reference.

4.3. Due to the nature of the role of the Eligible Entity in this acquisition process, the Real Property Interest(s) that will be acquired and/or conveyed will be further described. The Eligible Entity will provide perpetual restrictive use easements to the Air Force on properties owned by the Eligible Entity that lie within the vicinity of military airspace. The Fair Market Value (FMV) of these easements will be supported with appraisals in compliance with general federal appraisal standards. Such value(s) will be applied as the Eligible Entity's cost-share contribution on future Real Property Interest acquisitions which will be conservation easements, a restrictive use easement, or a combination of both a conservation and restrictive use easement on properties identified in Attachment 1.

ARTICLE 5. COST SHARING

5.1. This Agreement is a cost-share agreement with a requirement that can include cash, cash contributions from other agencies and organizations, land owner donations, donated real property, and/or agreed in-kind services performed by the Eligible Entity. As such, the

Eligible Entity may solicit funds from third party sources to leverage the Air Force's contributions and support the purposes of this Agreement. All funds solicited and obtained by the Eligible Entity from any third party source outside the Department of Defense (DoD) (including non-DoD federal or state programs, donors and other non-governmental organizations) may be attributed to the Eligible Entity as part of its agreed upon share of costs for specific interests in real property under this Agreement.

5.2. Under certain, agreed upon circumstances, the Eligible Entity may choose to (i) provide in-kind services (see 5.1 above) and/or (ii) exchange or donate an interest in real property. Examples include, but are not limited to: appraisals, title searches, easement or other document drafting, other real estate transaction services, baseline resource assessments, Real Property Interests, legal services, or other natural resource-related services. In-kind services do not include services that the Eligible Entity may already be performing under a separate contract or other agreement for which the Eligible Entity is receiving payment by the United States for such services, or for services for which the Eligible Entity is already engaged as part of their organization activities for which costs are incurred regardless of Eligible Entity participation under this Agreement (e.g. employee salaries, professional licenses, rent, supplies, etc.).

5.3. The Eligible Entity's Acquisition Cost share under this Agreement is Fifty percent (50%) and will be provided in the form of donated real property with a current FMV equal to the Air Force Acquisition Cost share as evidenced by an appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4.1.1, and/or agreed in-kind services. The Air Force Acquisition Cost share shall be fifty percent (50%), and shall be in cash. If the Eilgibe Entity chooses to apply all Air Force contribution funds towards the Real Property Interest(s) purchase price, the Air Force is not obligated to request additional funds to contribute to the Allowable Transaction Costs and will expect the Eligible Entity to pay any outstanding related Allowable Transaction Costs.

5.4. Types of costs (direct and indirect) associated with this Agreement.

5.4.1. Acquisition of identified parcels, either fee simple or a lesser interest such as a conservation or restrictive use easement. Subject to the definitions of Acquisition Costs and Allowable Transactions Costs herein, acceptable costs may include: (i) the purchase price of the property interest, as well as any down payment if not included in the purchase price; (ii) acquisition requirements, including the costs to close the transaction, title transfer taxes and taxes paid or triggered at purchase or sale (such as real property taxes paid at closing, compensating taxes, excise taxes, transfer taxes, documentary stamps, and taxes resulting from change in use), title insurance, escrow fees and recordation fees and other similar expenses that are attributed to the specific real estate acquisition. All acquisitions will be at or below FMV as established by an appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4.1.1.

5.4.2. Post-acquisition Stewardship and Management Costs under this agreement include: (i) the cost of monitoring, and, if necessary, enforcing conservation easements acquired under this agreement that meet the definition of Natural Resources Management &

Monitoring as provided herein; and, (ii) the cost of managing or restoring natural resources to meet the purposes of this Agreement. The Air Force contribution to this future cost must be in one lump sum, one time at the acquisition closing and be placed by the Eligible Entity into an interest-bearing account and used in accordance with 10 U.S.C. 2684a(d)((3)(A),(B).

5.4.3. The costs associated with future management of each specific parcel encumbered pursuant to this Agreement, and not included under 5.4.2, are not costs for which the Air Force will provide a contribution for such future management. Examples of such costs are those costs otherwise directly attributable to the Eligible Entity's obligations as a holder of conservation or restrictive use easements, including a baseline inventory of protected property, annual monitoring of easements for compliance, regular landowners contact, and, if necessary, enforcement of easement restrictions.

ARTICLE 6. FUNDING

6.1. Expenditures by the Air Force under the Agreement will be subject to the availability of funds.

6.1.1. The Air Force will obligate funds and authorize payments or expenditures consistent with all normal limitations on the use of appropriated funds as may be applicable, e.g., period of availability (purpose, time (Bona Fide Needs Rule, if applicable), amount); definite and certain obligation; type of funds. No provision in this Agreement should be interpreted to require the Air Force to obligate funds and authorize payment or expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or other applicable Federal law.

6.1.2. If funds are available, the Air Force will pay for the agreed upon Acquisition Costs as provided herein.

6.1.3. Additionally, the performance of the Air Force under this Agreement is contingent upon it being allocated annual funds by DOD under DOD's REPI Program. Such allocation will require an annual amendment to specify the Air Force's funds contribution for each fiscal year. Such an amendment shall not otherwise modify provisions of this Agreement.

6.2. Funding Limitation. The maximum funding limitation for the Air Force is the amount specifically obligated by this Agreement or by amendment to this Agreement. For FY17, Air Force funds will not exceed $1,500,000. Additional funding for subsequent FYs, if required and when available, will be by amendments to this Agreement.

6.3. Funding Allocation. Future funding allocations to the Eligible Entity will be made by an amendment to this Agreement.

6.4. The Eligible Entity acknowledges that it can make no binding commitment dependent on Air Force funds until funds are obligated against the Agreement and the Air Force has authorized expenditure of such funds for the specific property interests to be acquired as evidenced by a Notice to Proceed. The Eligible Entity may engage landowners in negotiations to develop

preliminary agreements in principle, but shall not enter a binding agreement for purchase and sale of such property interests without first receiving: (1) concurrence of the Air Force; (2) assurance that sufficient funds are available; and (3) Air Force Notice to Proceed.

6.5. All Air Force funds to be contributed through this Agreement shall be considered obligated upon signature of the authorized signatory through this Agreement, including amendments to the Agreement. Even though funds will be obligated, the Eligible Entity must follow the procedures provided in Section 8.4 and receive Air Force concurrence and approval prior to receiving funds.

6.6. The Eligible Entity's obligations under the provisions of this Agreement are contingent upon Air Force funding. If for any reason the Air Force does not provide funds for the acquisition of a Real Estate Interest by the Eligible Entity in the vicinity of or ecologically related to the Installation, the Eligible Entity shall not be obligated to or prohibited from proceeding with such acquisition independent of the Air Force and the terms of this Agreement. The Eligible Entity will also not be obligated to perform under this Agreement if, through no act, omission or fault on its part, and notwithstanding its reasonable best efforts to obtain the same, governmental funding or private foundation grants committed to it for the purchase of any Real Property Interest are withdrawn, frozen, or otherwise made unavailable to the Eligible Entity to carry out the obligations contemplated under this Agreement.

ARTICLE 7. PAYMENT

7.1. Obligation and Payment. The Air Force will execute projects in accordance with all laws and regulations listed in Article 2. All funds transmitted must be used for the project and project purposes under this agreement. Funds must be obligated no later than September 30 of the fiscal year in which the funds were available. Funds obligated must be expended at the end of the fifth fiscal year in which the funds were obligated. For example, if $200,000 was obligated April 20, 2017, such funds must be expended by September 30, 2022. If the funds are not expended, they must be returned to the Air Force, including any interest accrued. The Eligible Entity will submit a copy of each invoice to the TPM and PM at least 21 days prior to any Air Force payment due.

7.2. Early Payments.

7.2.1. The Eligible Entity may receive Early Payments under this Agreement that are necessary to carry out the purposes of this Agreement. If a requested Early Payment is for closing, the Eligible Entity must request such funds at least 60 days prior to the date set for closing on parcels, and the request for funds will include the following supporting documentation: property identification (name), estimated closing date, acreage, location/priority area, appraised value of Real Property Interest(s), amount of Air Force funding requested, nature of interest being acquired, and specified benefit to mission. Early Payments must be limited to the minimum amounted needed and be timed to be as close as is administratively feasible to the actual disbursements required in the performance of this Agreement.

7.2.2. For the purpose of this Agreement, Early Payments are treated differently than Lump Sum Payments (see Section 7.3 for Lump Sum Payments). All such payments shall be deposited in interest bearing and insured accounts unless the best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances, or the depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash balances.

7.2.3. Interest earned on Early Payments valued over $250 shall be remitted annually to Defense Finance Accounting Services (DFAS) through coordination with the Installation Resource Advisor/Funds Manager. After completion and/or closeout of effort against this Agreement, residual or unliquidated advance payment funds shall be coordinated for disposition.

7.2.4. The early funds provided to the Eligible Entity are to be used solely for the items of allowable Acquisition Costs incurred in the performance of this Agreement as set forth in this Agreement.

7.2.5. The Eligible Entity agrees to minimize, to the extent possible, the time elapsing between the transfer of funds and the use of those funds by the Eligible Entity for approved purposes under this Agreement.

7.2.6. The Eligible Entity shall make records and accounts pertaining to this Agreement available for inspection by auditors and other authorized Federal Government officials as required.

7.3. Lump Sum Payment.

7.3.1. Application of Lump Sum Payment. This Agreement addresses the use, development, preservation, protection and/or restoration of real property in the vicinity of or ecologically related to the Installation. To that end and when determined appropriate by the PM, the Air Force may make a Lump Sum payment of an amount intended to cover the future costs of Natural Resources Management & Monitoring, and Enforcement as defined herein to the Eligible Entity and permit the Eligible Entity to place the sum in an interest bearing account with the interest earned applied to the same purpose that the principal was authorized to fund (i.e., furthers the specific purpose of the principal) as long as the account exists, regardless of the duration of this Agreement.

7.3.2. Supporting Documentation peculiar to Lump Sum Payments. Prior to Air Force approval of a lump sum payment, the EEPM must provide the PM the specific management objectives and management plan (and associated/projected milestone dates) expected to be covered by the lump sum as well as any specific limitations sought by the parties as a result of these objectives.

7.3.3. Final Disposition. Upon completion or closure of the effort for which the lump sum was established or if it is determined that continued management under this Agreement be impractical, any remaining unliquidated funding (to include interest) shall be coordinated with the authorized PM, for specific disposition instructions and/or

remittance to DFAS. In the event that funds are remitted, a copy of the transmittal letter stating the specific amount of remittance shall be sent to AFCEC.

7.4. Audit Procedures. The Eligible Entity shall ensure an audit is conducted annually in accordance with the following subparagraphs ["Super Circular" (codified at 2 CFR Part 200, Subpart F)] and provided to the PM.

7.5. Records. The Eligible Entity shall maintain adequate records to account for Federal funds received, as well as cost share elements, and expenditures under this Agreement. Upon completion or termination, whichever occurs earlier, the Eligible Entity shall furnish to the PM a copy of the annual financial report. The Eligible Entity's relevant financial records are subject to examination or audit by the United States for a period not to exceed three (3) years after expiration of the term of this Agreement. The TPM and PM or designee shall have direct access to sufficient records and information of the Eligible Entity, to ensure full accountability for all funding under this Agreement. Upon prior written notice such audit, examination, or access shall be performed during business hours on business days and shall be subject to the security requirements of the audited party. The Eligible Entity shall have a minimum of 60 and a maximum of 90 days from the date of written notice to respond.

7.6. Fund Transfer Process. The Eligible Entity will, from time to time, request Early Payments to cover (1) Allowable Transaction Costs for due diligence activities such as suveys, appraisals, environmental inspections, and title reports, as those costs are incurred, and (2) Acquisition Costs (additional Allowable Transaction Costs, plus the sales price) that must be paid at closing. If the Early Payment is for a due-diligence-related expense, the Eligible Entity's request will include a copy of the invoice from the consultant or contractor providing the service. If the Early Payment is for closing, it will include the items required by Section 7.2.1. After confirming that the request is related to legitimate Acquisition Cost(s), and that the Eligible Entity has provided its Acquisition Cost share, through the conveyance of Real Property Interests with a value at least equal to the Air Force's expenditures to date plus the amount of the requested Early Payment, Installation will disburse the funds to the Eligible Entity or, if appropriate, directly to the title company handling the closing.

ARTICLE 8. RESPONSIBILITIES, OBLIGATIONS, AND DELIVERABLES

8.1. Introduction.

8.1.1. The Installation has determined that it is in the best interest of the Air Force to take steps necessary to implement applicable portions of the Installation's Encroachment Management Plan for the protection of lands and other natural resources to avoid or minimize current or anticipated adverse impacts to Installation's military mission based on the following:

8.1.1.1. The development of lands in the vicinity of Installation for incompatible purposes will result in conflicts and land uses adversely impacting necessary military activities. Preserving lands and natural resources near Installation will lessen land-use restrictions on military lands, missions, and programs; and/or

8.1.1.2. A significant and necessary element for minimizing restrictions on military lands, missions, and programs is the limiting of and planned management of incompatible development of properties adjacent to or in the vicinity of or ecologically related to Installation. Management of such development can be achieved by acquiring permanent easements or other land use controls that restrict development of open lands and/or provide for conservation of natural resources adjacent to or in the vicinity of or ecologically related to Installation. These land use actions will restrict development of private lands but allow for continued private ownership and may permit mission compatible uses such as, but not limited to, agricultural uses, ranching, utility infrastructure, passive outdoor low intensity recreation, and at minimum will implement Air Installation Compatible Use Zone required land-use restrictions where published.

8.1.2. The Eligible Entity certifies and represents that it is a political subdivision of the State of Arizona, organized under the laws of the State (A.R.S. §§ 11-101 and 11-112) and authorized to enter into this Agreement pursuant to 10 USC 2684a(b)(1).

8.1.3. The Eligible Entity is committed to working with Installation to preserve lands and natural resources and/or restrict incompatible land uses near Installation for the benefit of the residents of surrounding communities and the State of Arizona and to avoid or minimize the potential for adverse impacts to Installation's military mission.

8.1.4. Eligible Entity representatives have the proven expertise to encumber private lands with permanent easements, and to work collaboratively with private landowners and public agencies to develop land use plans that provide for land uses that are consistent with such easements and the Installation's mission. .

8.2. Background.

8.2.1. Uses of lands adjacent to, in the vicinity of, or ecologically related to Installation and other military installations have resulted in a threat of curtailment of significant training functions or other mission activities. The scope of this Agreement allows for the acquisition of Real Property Interests and/or water rights to alleviate such threats.

8.2.2. Many promising concepts and strategies for controlling and/or managing development have been developed by the Department of the Air Force, private conservation organizations, and local governments and States. They include the purchase of permanent conservation easements restricting inappropriate land uses, providing for compatible open space land uses, and engaging local communities and/or regulators or other such public agencies in land use planning efforts. Any funding of these efforts is, of course, subject to the availability of funding.

8.2.3. Successful development of the Installation Encroachment Management Plan is dependent on:

8.2.3.1. Identification of real estate/lands for protection;

8.2.3.2. Acquisition by an Eligible Entity, through a voluntary sale or donation by a landowner, of permanent easements or other permanent land use restrictions limiting inappropriate land uses in the vicinity of an installation;

8.2.3.3. If necessary, acquisition of property by fee simple purchase (ownership to remain with Eligible Entity not United States);

8.2.3.4. Engagement of local communities, landowners, and public agencies in the identification and promotion of compatible land uses on protected properties.

8.3. Objectives.

8.3.1. To support and sustain the military mission at Installation through elimination or reduction of incompatible land uses on properties adjacent to Installation. This Agreement's basic purpose is eliminating or preventing encroachment on the Installation's approach/departure corridors, and potential land use conflicts, through real estate transactions on tracts in the vicinity of Installation. The Agreement will produce lasting collaborations between the Air Force and the surrounding community and help mission requirements at Installation.

8.3.2. To restrict significant sections of real estate near Installation by encumbering private property in the vicinity of Installation with permanent easements or similar permanent land use restrictions to avoid incompatible development of high priority land parcels, and where necessary by acquiring such property in fee. This will be accomplished by encumbering or acquiring the priority parcels identified in Attachment 1.

8.4. Eligible Entity Responsibilities.

8.4.1. After approval from the PM, the Eligible Entity will establish contact with the owners of priority parcels listed in Attachment 1 or otherwise identified in an approved Installation Encroachment Management Plan. Eligible Entity will work with the PM and the TPM to set priorities and develop a strategy that is appropriate for the long term goal of meeting the purpose of the Agreement. Priorities may be re-evaluated upon development of other compelling relevant information. Such acquisition must be supported by concurrence of the TPM and PM to ensure that the terms support the military mission while contributing to the identified objectives. The strategy shall be for Eligible Entity to provide for acquisition of the identified parcels in fee simple or for acquisition of a lesser interest, such as an easement, or purchase of development rights. If Eligible Entity and other interested parties reach an agreement in principle for the purchase of a Real Property Interest, Eligible Entity will perform due diligence and confer as set forth below prior to final negotiations for the acquisition and execution of a purchase contract. This will include, at a minimum:

8.4.1.1. Appraisal. Appraisal of the interest being acquired to establish FMV of the Real Property Interest to be acquired. A copy of the appraisal will be provided to the Air Force as soon as it is available so the Air Force can accomplish its review of the appraisal.

8.4.1.1.1. An appraisal will serve as the basis for determining the Acquisition Costs of the Real Property Interest(s) being funded by this Agreement. Therefore, and by way of example, if the Air Force interest will be an easement and the interest acquired by the Eligible Entity is a fee interest, the appraisal must include both the FMV of the fee interest and the easement interest. No specified amount of funds may be promised or expended before such an appraisal is completed and reviewed by a qualified federal government official, when required.

8.4.1.1.2. The Air Force may accept an appraisal prepared or adopted by a non-Federal entity as satisfying the applicable requirements of section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4651) and 40 U.S.C. § 3111 if the Air Force determines the appraisal or title documents substantially comply with these requirements.

8.4.1.1.3. Appraisals supporting acquisition of the Real Property Interest must also meet the Uniform Appraisal Standards for Federal Land Acquisitions (the "Yellow Book"). Should the cost of obtaining a Yellow Book appraisal exceed the cost of a standard appraisal, the Air Force agrees to pay the incremental increase. Notwithstanding this provision, if the application of the Yellow Book standards affect the ability to calculate FMV of a property interest due to any special or unique circumstances, the Air Force may accept an appraisal as per Section 8.4.1.1.2. Any such deviation from the Yellow Book must be coordinated through the TPM and PM and approved by the Air Force.

8.4.1.1.4. The date of the Appraisal must be within twelve (12) months from the date of the closing between the landowner and the Eligible Entity. If and when a real property interest is conveyed to the United States in a later transaction/closing, not including when United States may exercise its right to transfer pursuant to this Agreement at some future date as provided in the deed of the initial acquisition, the Appraisal must be within twelve (12) months of that closing/transfer to the United States.

8.4.1.2. Environmental Due Diligence. An environmental baseline site assessment (ESA) that complies with the requirements of 42 U.S.C. § 9601(35)(B)(i) and uses methodologies consistent with the latest American Society for Testing and Materials (ASTM) Standard E-1527 or some lesser documented environmental assessment, provided Eligible Entity and the Air Force agree that a more thorough level of due diligence is not necessary. Based on this ESA, the Eligible Entity and Installation will determine whether additional field investigations of soil, sediment, surface water, and other environmental media are warranted.

8.4.1.3. Survey. A boundary survey of the property interest being acquired. The survey shall determine the exact acreage and location of the parcels and identify and locate all existing encroachments, easements, and any other encumbrances affecting the parcels. The survey shall be sufficient to enable title insurers to delete all standard boundary exceptions to coverage under the title policy relating to surveys.

8.4.1.4. Title. A title search of the property to determine any possible flaws in title require correction by the owner prior to acquiring the property interest. Title shall comply with the United States Department of Justice Title Standards and must be acceptable to the Air Force. Unless otherwise agreed, when a Real Property Interest is conveyed to the United States upon request by the Secretary of the Air Force or his or her authorized delegate, a policy of title insurance having the United States of America as a named insured or additional insured shall be delivered to the Air Force.

8.4.1.5. The Eligible Entity will conduct the initial review of all documentation described in Section 8.4 and ensure the Real Property Interest acquired is accurately reflected in such documents and provide the Air Force with all documents as they are completed. Such documentation will be provided to the Air Force by the Eligible Entity at least 30 days prior to closing.

8.4.2. Once due diligence is completed and Eligible Entity is satisfied: (i) that the acquisition can occur at or below the appraised FMV, (ii) that no environmental hazards requiring remediation have been discovered by an environmental assessment on the site, (iii) that from the title due diligence there are no encroachments or other issues that must be cleared in order to obtain title insurance, and (iv) the applicable National Environmental Policy Act (NEPA) (42 U.S.C. 4321 et. seq.) requirements have been met, the Eligible Entity will confer with the PM and TPM to develop a negotiation strategy and establish the costs for purchase of the subject property interest.

8.4.3. After negotiation and agreeing to the relative share of Acquisition Costs and/or post-acquisition management and stewardship costs for subject Real Property Interest acquisition, the PM and TPM, to the extent of available funding, will give Eligible Entity the Notice to Proceed to negotiate preliminary purchase and sale agreements for purchase. The PM and TPM will either concur with the terms of the purchase and sale agreement and indicate necessary changes before the agreement or plan is acceptable, or decline to participate in the transaction. The Notice to Proceed will be subject to the Eligible Entity accepting the following:

8.4.3.1. The amount contributed to the sales price by the Air Force for any Real Property Interest conveyed to the United States at closing or to be conveyed at some future date upon the demand by the United States through the Secretary of the Air Force or his or authorized representative, will not exceed the appraised FMV of that interest as per 10 U.S.C. § 2684a(d)(4)(c). That value will be based upon the appraised value at the time of the conveyance, or at the

time the United States is given the right to demand conveyance in the language in the recorded Real Property Interest(s).

8.4.3.2. If the Air Force determines a Real Property Interest will not be immediately conveyed, the Eligible Entity will ensure the recorded Real Property Interest will include the necessary clauses providing the Secretary of the Air Force, at his or her option and through an authorized delegate, the right to demand transfer of the subject property to the United States, should the subject property be used for a purpose inconsistent with the terms of the recorded Real Property Interest(s).

8.4.3.3. The Parties must agree on the amounts that will be used for the acquisition of the Real Property Interest(s), the amounts that will be used for the related Allowable Transactions Costs, and, if applicable, the amounts that will be allocated for the payment of a one-time Natural Resources Management, Monitoring and Enforcement costs (as per 10 U.S.C. 2684a(d)(3)).

8.4.4. If the PM and TPM agree with the terms of the purchase and sale agreement and the Eligible Entity has complied with the above, the PM and TPM will authorize the Eligible Entity to finalize a purchase and sale agreement and proceed. Eligible Entity will proceed to negotiate a final agreement with the landowner. Eligible Entity will be authorized to indicate the Air Force's contribution of available funding, up to the agreed-upon share of Acquisition Costs, in order to demonstrate good faith. The Eligible Entity shall include in any purchase and sale contract a condition that closing is subject to the property being in suitable condition for transfer and the title being clear of any defects.

8.4.5. Once the Eligible Entity and the landowner agree on a price at or below the FMV of the Real Property Interest(s) to be acquired, the Eligible Entity shall invoice the Air Force in advance of executing any final binding real property transaction or transaction agreement to obtain the Air Force share and, when funds are received, promptly finalize the transaction. The invoice shall indicate all costs incurred by Eligible Entity in execution of the transaction and any matching funds or agreed in-kind services provided by the Eligible Entity.

8.4.6. If the Eligible Entity, PM and TPM jointly identify parcels of property other than those listed on Attachment 1 that would meet the purposes and objectives of this Agreement, the TPM agrees, either after addition and approval of those parcels to the Installation Encroachment Management Plan and by amendment of this Agreement, to take necessary steps to have the Eligible Entity acquire an agreed upon interest in such property in accordance with the procedures set forth in this Agreement.

8.4.7. Any parcel either encumbered through an easement, other real property restriction, or purchased in fee simple pursuant to this Agreement shall be monitored and enforced for compliance with such restrictions by Eligible Entity for the purposes set forth in this Agreement and according to the terms of the real property documents. The Air Force will not be responsible for monitoring of any property, or interest therein,

acquired under this Agreement for compliance with the easement or other real property restrictions, but will be given the right to enforce them in the event such action by the Air Force becomes necessary. Eligible Entity's obligation under this paragraph shall survive termination of this Agreement.

8.4.8. The Eligible Entity will ensure the immediate recording in the county land records of any real estate interest acquired by it and/or conveyed to the United States. The Eligible Entity will obtain a derivation of title clause [(i.e., refer to the deed(s) to the grantor(s) or other source of grantor's title, by book, page, and place of record)] wherever customary or required by statute.

8.5. Eligible Entity Deliverables.

8.5.1. Annual reports of the progress made toward the acquisition of any subject Real Property Interest(s), including status of specific responsibilities, objectives and deliverables, shall be submitted to AFCEC in coordination with Installation by the established due date after the close of each fiscal year. The report shall provide information on how funds have been expended during the reporting period and include information that Installation needs to properly promote and manage the project. Such information should include a map with the parcels acquired or proposed for acquisition under this Agreement and a table that lists: the acquisition name (or landowner's name), the tax identification number, nature of realty interest acquired, acreage, costs, source of funds, and land uses (current or intended).

8.5.2. Any transactional documents developed to carry out the tasks performed under this Agreement. Such documents include, but are not limited to, contracts for purchase and sale, inspections or investigations, appraisals, title searches or insurance, deeds, surveys, and final copies of all documents after they have been recorded. These shall be provided to both the PM and the TPM.

8.5.3. Baseline documentation reports on all properties protected through this Agreement. These reports should conform to guidelines as established by the Land Trust Alliance (LTA) Standards and Practices and shall be provided to both the PM and the TPM.

8.5.4. Annual monitoring reports on all properties protected through this Agreement. Said reports should conform to standards as established by the LTA. These reports shall be provided to both the PM and the TPM.

8.6. Special Conditions.

8.6.1. Eligible Entity shall not enter non-federal real property to collect information regarding the property unless the owner has: (1) consented to the entry; (2) been provided reasonable notice of the entry; and (3) been notified that any raw data collected from the property must be made available at no cost, if requested by the landowner.

8.6.2. Title to the Real Property Interest acquired, whether fee simple, easement or other land use restriction, may be held by Eligible Entity subject to the Air Force's right to demand transfer under 10 U.S.C. § 2684a(d)(5) of that portion of the real estate property interest

necessary to ensure the property is developed and used consistently with the purposes of this Agreement and 10 U.S.C. § 2684a. Such right shall be explicitly stated in the recorded Real Property Interest.

8.6.3. No provision of this Agreement shall preclude Eligible Entity, after consultation with and concurrence by the Air Force, from transferring the acquired Real Property Interest to other eligible entities described in 10 U.S.C. § 2684a(b) (such as, state agencies, political subdivisions and private conservation organizations) for purposes of this Agreement. If Eligible Entity or other eligible entity acquires fee interest or an easement in a parcel and proposes to transfer that interest, it shall first notify the Air Force – in which case the Air Force will have the following options:

8.6.3.1. Approve of the transfer subject to Eligible Entity's commitment to transfer the interest subject to the Air Force's rights under 10 U.S.C. § 2684a(d)(5) and recordedation of the Real Property Interest;

8.6.3.2. Exercise its rights under 10 U.S.C. § 2684(a)(d)(5) and the recorded Real Property Interest, and direct Eligible Entity to convey to the United States (through the Air Force) an interest in real property sufficient to ensure that the property is not used or developed for purposes inconsistent with the purposes of the Agreement;

8.6.3.3. Direct Eligible Entity or other eligible entity to transfer to an eligible entity an interest in real property sufficient to ensure that the property is not used or developed for purposes inconsistent with the Agreement to another entity or organization and ensures the recorded Real Property Instrument retains Air Force's right to demand transfer under 10 U.S.C. § 2684a(d)(5).

8.6.4. In the event the Secretary of the Air Force requires that Real Property Interests be transferred to the United States, the Eligible Entity will do so and will be reimbursed for only costs incidental to the transfer (recording fees, certified copies, etc.).

ARTICLE 9. DISPOSITION OF PROPERTY

9.1. If and when a Real Property Interest is a fee simple interest acquired utilizing funding from the Air Force pursuant to this Agreement is no longer needed for the originally authorized purpose, the Eligible Entity (or Permitted Transferee) must obtain disposition instructions from the Air Force. The instructions must provide for one of the following alternatives:

9.1.1. Retain title after compensating the Air Force. The amount due to the Air Force will be equal to the amount of Air Force funding under this Agreement utilized for the original fee simple interest acquisition.

9.1.2. Sell the property and compensate the Air Force. The amount due to the Air Force will be computed by applying the Air Force contribution percentage of the Acquisition Costs of the original acquisition to the proceeds of the sale of the fee simple interest(s). When the Eligible

Entity sells the fee simple interest, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

9.1.3. Transfer title to a third party designated/approved by the Air Force. The amount due to the Eligible Entity will be equal to the amount of Eligible Entity funding under this Agreement utilized for the original fee simple interest acquisition.

ARTICLE 10. GENERAL PROVISIONS

10.1. Successors and Assigns. This Agreement may not be assigned by a party without the express written consent of the Parties. All covenants made under this Agreement shall bind and inure to the benefit of all successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

10.2. Execution. This Agreement is executed based upon a duly authorized representative of all the Parties signing the Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10.3. Other Reports, Access, Retention and Examination of Records. In additional to financial or other reports required by this Agreement, the Air Force may require the Eligible Entity to prepare additional reports or provide additional information relating to this Agreement. The Eligible Entity agrees to deliver these reports or information within a reasonable time of request and within required detail. Additionally, the Eligible Entity shall afford, during normal business hours, any authorized representative of the Air Force, OSD, or the Comptroller General access to, and the right to examine, all records, books, papers, including but not limited to financial records, statistical records, supporting documents, and all other documents and/or records or microfilm copies pertinent to this Agreement (the "Records"). Financial records, supporting documents, statistical records and all other records or microfilm copies pertinent to this Agreement shall be retained for a period of three (3) years from the date of the closing of the transaction using the funds.

10.4. Government Furnished Equipment. No Government Furnished Property, Equipment, and/or Material will be provided unless negotiated and specifically added to this Agreement.

10.5. Entire Agreement. This Agreement inclusive of all attachments constitutes the entire agreement between the parties concerning the scope and subject matter hereof and supersedes any prior understandings, negotiations, discussions, written or oral, relative to said scope and subject matter.

10.6. Agreement Administration. Amendments or modifications to this agreement shall follow these procedures: The party who wishes to amend this Agreement shall, upon reasonable notice of the proposed amendment to the other parties, confer in good faith with the other parties to determine the desirability of the proposed amendment. Amendments shall not be effective until a written amendment is signed by the Agreement signatories, or their successors.

10.7. Waiver of Rights. Waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties hereto. All waivers shall be reduced to writing and a copy of the waiver shall be provided to each party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.

10.8. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

10.9. Liability and Indemnity. Nothing in this Agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of, or during the performance of, this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities, or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors, or assigns, or by third persons, arising out of, or during the performance of, this Agreement shall be determined according to applicable law.

10.10. National Policy Requirements and similar provisions. The Eligible Entity agrees that no person shall be denied benefits or otherwise be subjected to discrimination in connection with, performance under this Agreement, on the grounds of race, religion, color, national origin, sex or handicap. By signing this Agreement, the Eligible Entity assure that it will comply with applicable provisions of the following National Policy Requirements:

10.10.1. Executive Order 11246, Employment discrimination and equal opportunity (41 CFR, part 60).

10.10.2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195.

10.10.3. Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

10.10.4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

10.10.5. Clean Air Act (42 U.S.C. § 7401, et. Seq.) and Clean Water Act (33 U.S.C. § 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency rules at 33 C.F.R. §§ 320-338, 40 C.F.R. §§ 100-135, 400-424, 425-503, as may be applicable.

10.10.6. National Environmental Policy Act (NEPA, at 42 U.S.C. § 4231, et. seq.). In such cases, the Eligible Entity agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the appropriate agency provides written notification of compliance

with the environmental impact analysis process. Before closing, the TPM will ensure the Air Force environmental impact analysis process (EIAP) pursuant to 32 CFR Part 989 is accomplished and, at minimum, reported on an Air Force Form 813 with the applicable categorical exclusion if no changes to the Real Estate Interests are anticipated or intended by the Eligible Entity.

10.10.7. National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.).

10.10.8. Lobbying.

10.10.8.1. The Eligible Entity agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.10.8.2. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. pt. 28) to implement the provisions of 31 U.S.C. § 1352, is incorporated by reference.

10.10.9. Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share any part of this agreement or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

10.10.10. Drug-Free Work Place.

10.10.10.1. The Eligible Entity agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

10.10.10.2. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. pt. 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference, and the Eligible Entity covenants and agrees to comply with all their provisions, including any amendments to the Final Rule that may hereafter be issued.

10.10.11. Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. § 7104(g)) Section 106(g) states: "any grant, contract or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition

which authorizes the department or agency, to terminate the grant, contract or cooperative agreement, without penalty, if the grantee or any sub-grantee, or the contractor or subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement."

10.11. Certifications. By signing this agreement, the Eligible Entity endorses that the following certifications have been provided: Appendix A to 32 CFR Part 25 regarding debarment, suspension and other responsibility matters and Appendix C to 32 CFR Part 25 regarding drug free workplace requirements (https://www.gpo.gov/fdsys/granule/CFR-2002-title32-vol1/CFR-2002-title32-vol1-part25); Appendix A to 32 CFR Part 28 regarding lobbying (https://www.law.cornell.edu/cfr/text/32/part-28). The above certifications do not apply to transactions in Real Property Interests. They apply only to any other contracts written as a result of this agreement, which are funded with federal funds obligated under this agreement.

10.12. Notices. Any notice, transmittal, approval, request, authorization, designation, or other official communication required or desired under this Agreement shall be made in writing and shall be delivered by hand, or by recognized courier, or by the U.S. Postal Service to the other Party at the address and telephone number set forth below, or at another address that may be later designated by that Party.

For the Eligible Entity

C.H. Huckelberry, Pima County Administrator
c/o Diana Durazo, Senior Special Projects Manager
130 W. Congress Street
Tucson, AZ 85701, 10th Floor
(520)724-8751
Chuck.Huckelberry@pima.gov
Diana.Durazo@pima.gov

For the Air Force Center for Engineering

Mr. Joe Weathersby, Project Manager
2261 Hughes Ave., Suite 155
JBSA Lackland, TX 78236-9853
210-395-9516
joe.weathersby@us.af.mil

Air Force Local Representative

Ms. Kacey Carter, Base Community Planer
3775 S. Fifth St., Building 4201
Davis-Monthan AFB, AZ 85707-9853
520-228-3291
bonnie.carter@us.af.mil

10.13. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10.14. Conflict of Interest. The Eligible Entity shall ensure that its employees are prohibited from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others.

ARTICLE 11. TERM OF THE AGREEMENT, SUSPENSION, & TERMINATION

11.1. Term of the Agreement: The term of this Agreement shall commence upon the effective date of this Agreement and continue for five (5) years or sixty (60) months, or upon the cancellation of funds obligated herein, including funds obligated pursuant to amendments to this Agreement, or upon mutual agreement as to the completion of the purposes for which this Agreement was made. However, the following provisions shall survive expiration or earlier termination of this Agreement: Sections 5.4.2., 5.4.3., 7.1, 7.3.1., 7.3.3., 7.5., 8.4.7., 8.6.3., 10.1, 10.3, 10.9., and Article 9.

11.1.1. Either party, upon 180 days' notice to the other signatories to this Agreement, may terminate this Agreement. In the event of termination, all funds provided by the Air Force and not expended shall be returned to the Air Force, as provided by applicable law.

11.1.2. This Agreement can be extended if amended (see Sections 4.1., 6.2., 8.4.7, and 10.6.).

11.2. Amendments: This Agreement can be amended by the mutual consent of the Parties. All except administrative amendments shall be executed in writing and signed bilaterally by each party to this Agreement.

11.3. Change of Circumstances: Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

11.4. Force Majeure. Neither party shall be in breach of this Agreement for a failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform shall promptly notify the other party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this Agreement to be executed in their names as of the day and year indicated below.

"**AIR FORCE**"

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By:_____

ROBERT E. MORIARTY, P.E.
Director
Installations Directorate

___ day of _____, 2017

Executed this day by the duly authorized officer of the Eligible Entity.

PIMA COUNTY, a political subdivision of the State of Arizona

By: _____

Chair of the Board of Supervisors

ATTEST:

_____

Clerk of the Board of Supervisors

Approved as to Form:

REGINA NASSEN
Deputy County Attorney

"ELIGIBLE ENTITY"

PIMA COUNTY, a political subdivision of the State of Arizona

By: _____
C.H. HUCKELBERRY
Pima County Administrator
Pima County, Arizona

___ day of _____, 2017

ATTACHMENT 1 – IDENTIFIED PARCELS

Parcel ID	Legal Description	Owner	Size
141070550	VP COMMERCE CENTER LOT 18	TITLE SECURITY AGENCY TR 2012	1.3446
141070540	VP COMMERCE CENTER LOT 17	TITLE SECURITY AGENCY TR 2012	1.0659
141070530	VP COMMERCE CENTER LOT 16	TITLE SECURITY AGENCY TR 2012	1.8002
141070480	VP COMMERCE CENTER LOT 11	TITLE SECURITY AGENCY TR 2012	1.4014
141070470	VP COMMERCE CENTER LOT 10	TITLE SECURITY AGENCY TR 2012	1.1903
141070410	VP COMMERCE CENTER LOT 4	TITLE SECURITY AGENCY TR 2012	1.3474
141070400	VP COMMERCE CENTER LOT 3	TITLE SECURITY AGENCY TR 2012	1.1325
141070390	VP COMMERCE CENTER LOT 2	TITLE SECURITY AGENCY TR 2012	1.0373
141070380	VP COMMERCE CENTER LOT 1	TITLE SECURITY AGENCY TR 2012	1.6225
141071350	VP COMMERCE CENTER LOT 98	TITLE SECURITY AGENCY TR 2012	1.0237
141071340	VP COMMERCE CENTER LOT 97	TITLE SECURITY AGENCY TR 2012	1.0057
141071360	VP COMMERCE CENTER LOT 99	TITLE SECURITY AGENCY TR 2012	1.1803
141070420	VP COMMERCE CENTER LOT 5	TITLE SECURITY AGENCY TR 2012	1.2480
141070560	VP COMMERCE CENTER LOT 19	TITLE SECURITY AGENCY TR 2012	1.0806
141070520	VP COMMERCE CENTER LOT 15	TITLE SECURITY AGENCY TR 2012	1.0930
141070490	VP COMMERCE CENTER LOT 12	TITLE SECURITY AGENCY TR 2012	1.0930
141070460	VP COMMERCE CENTER LOT 9	TITLE SECURITY AGENCY TR 2012	1.0690
141070430	VP COMMERCE CENTER LOT 6	TITLE SECURITY AGENCY TR 2012	1.5947
141070440	VP COMMERCE CENTER LOT 7	TITLE SECURITY AGENCY TR 2012	1.1447
141071260	VP COMMERCE CENTER LOT 89	TITLE SECURITY AGENCY TR 2012	1.5210
141071330	VP COMMERCE CENTER LOT 96	TITLE SECURITY AGENCY TR 2012	1.0060
141071380	VP COMMERCE CENTER CA B	TITLE SECURITY AGENCY TR 2012	5.7110
141070510	VP COMMERCE CENTER LOT 14	TITLE SECURITY AGENCY TR 2012	1.1539
141070500	VP COMMERCE CENTER LOT 13	TITLE SECURITY AGENCY TR 2012	1.1539
141070450	VP COMMERCE CENTER LOT 8	TITLE SECURITY AGENCY TR 2012	1.2263
141071250	VP COMMERCE CENTER LOT 88	TITLE SECURITY AGENCY TR 2012	1.0606
141071320	VP COMMERCE CENTER LOT 95	TITLE SECURITY AGENCY TR 2012	1.0606
141071270	VP COMMERCE CENTER LOT 90	TITLE SECURITY AGENCY TR 2012	1.2962
141071310	VP COMMERCE CENTER LOT 94	TITLE SECURITY AGENCY TR 2012	1.2089
141070570	VP COMMERCE CENTER LOT 20	TITLE SECURITY AGENCY TR 2012	1.2438
141070730	VP COMMERCE CENTER LOT 36	TITLE SECURITY AGENCY TR 2012	1.0729
141070640	VP COMMERCE CENTER LOT 27	TITLE SECURITY AGENCY TR 2012	1.0254
141070650	VP COMMERCE CENTER LOT 28	TITLE SECURITY AGENCY TR 2012	1.0254
141070720	VP COMMERCE CENTER LOT 35	TITLE SECURITY AGENCY TR 2012	1.0897
141071240	VP COMMERCE CENTER LOT 87	TITLE SECURITY AGENCY TR 2012	1.5442
141071300	VP COMMERCE CENTER LOT 93	TITLE SECURITY AGENCY TR 2012	1.0989
141071290	VP COMMERCE CENTER LOT 92	TITLE SECURITY AGENCY TR 2012	0.9871

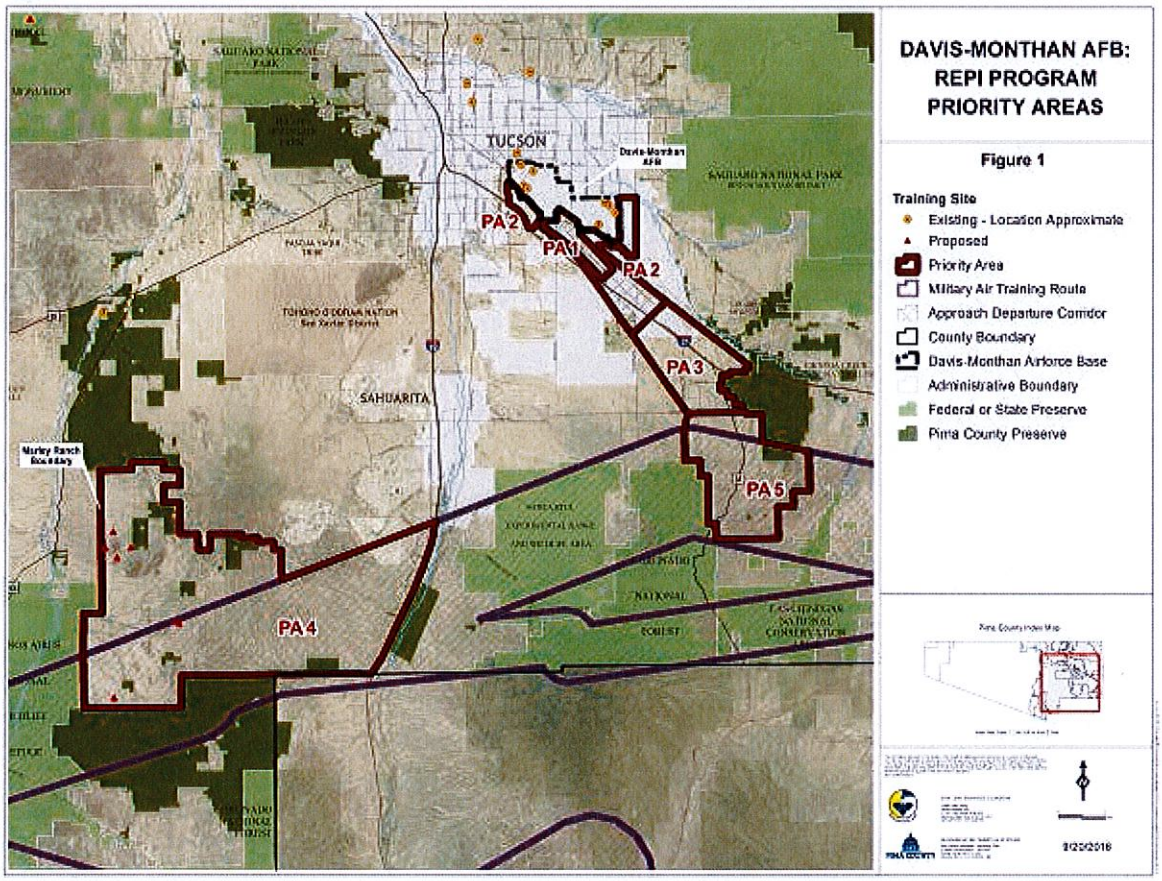
141071280	VP COMMERCE CENTER LOT 91	TITLE SECURITY AGENCY TR 2012	1.0989
141070580	VP COMMERCE CENTER LOT 21	TITLE SECURITY AGENCY TR 2012	1.0373
141070630	VP COMMERCE CENTER LOT 26	TITLE SECURITY AGENCY TR 2012	0.9642
141070660	VP COMMERCE CENTER LOT 29	TITLE SECURITY AGENCY TR 2012	0.9642
141070710	VP COMMERCE CENTER LOT 34	TITLE SECURITY AGENCY TR 2012	1.0244
141070740	VP COMMERCE CENTER LOT 37	TITLE SECURITY AGENCY TR 2012	1.0244
141070590	VP COMMERCE CENTER LOT 22	TITLE SECURITY AGENCY TR 2012	1.0380
141070620	VP COMMERCE CENTER LOT 25	TITLE SECURITY AGENCY TR 2012	0.9642
141070670	VP COMMERCE CENTER LOT 30	TITLE SECURITY AGENCY TR 2012	0.9137
141070700	VP COMMERCE CENTER LOT 33	TITLE SECURITY AGENCY TR 2012	0.9740
141070750	VP COMMERCE CENTER LOT 38	TITLE SECURITY AGENCY TR 2012	1.0244
141071230	VP COMMERCE CENTER LOT 86	TITLE SECURITY AGENCY TR 2012	1.6341
141071200	VP COMMERCE CENTER LOT 83	TITLE SECURITY AGENCY TR 2012	1.3669
141071210	VP COMMERCE CENTER LOT 84	TITLE SECURITY AGENCY TR 2012	1.1913
141071220	VP COMMERCE CENTER LOT 85	TITLE SECURITY AGENCY TR 2012	1.1802
141070600	VP COMMERCE CENTER LOT 23	TITLE SECURITY AGENCY TR 2012	1.0175
141070610	VP COMMERCE CENTER LOT 24	TITLE SECURITY AGENCY TR 2012	1.0447
141070680	VP COMMERCE CENTER LOT 31	TITLE SECURITY AGENCY TR 2012	1.1459
141070690	VP COMMERCE CENTER LOT 32	TITLE SECURITY AGENCY TR 2012	1.2154
141070760	VP COMMERCE CENTER LOT 39	TITLE SECURITY AGENCY TR 2012	1.1205
141071390	VP COMMERCE CENTER CA C	TITLE SECURITY AGENCY TR 2012	3.2388
141070900	VP COMMERCE CENTER LOT 53	TITLE SECURITY AGENCY TR 2012	3.3711
141070810	VP COMMERCE CENTER LOT 44	TITLE SECURITY AGENCY TR 2012	1.4106
141070800	VP COMMERCE CENTER LOT 43	TITLE SECURITY AGENCY TR 2012	1.2034
141070790	VP COMMERCE CENTER LOT 42	TITLE SECURITY AGENCY TR 2012	1.0709
141070780	VP COMMERCE CENTER LOT 41	TITLE SECURITY AGENCY TR 2012	1.0693
141070770	VP COMMERCE CENTER LOT 40	TITLE SECURITY AGENCY TR 2012	1.1166
141071190	VP COMMERCE CENTER LOT 82	TITLE SECURITY AGENCY TR 2012	1.3739
141071180	VP COMMERCE CENTER LOT 81	TITLE SECURITY AGENCY TR 2012	1.1930
141071170	VP COMMERCE CENTER LOT 80	TITLE SECURITY AGENCY TR 2012	1.1910
141071160	VP COMMERCE CENTER LOT 79	TITLE SECURITY AGENCY TR 2012	1.4594
141071380	VP COMMERCE CENTER CA B	TITLE SECURITY AGENCY TR 2012	5.7110
141070910	VP COMMERCE CENTER LOT 54	TITLE SECURITY AGENCY TR 2012	3.0555
141071120	VP COMMERCE CENTER LOT 75	TITLE SECURITY AGENCY TR 2012	1.1107
141071130	VP COMMERCE CENTER LOT 76	TITLE SECURITY AGENCY TR 2012	1.0880
141071140	VP COMMERCE CENTER LOT 77	TITLE SECURITY AGENCY TR 2012	1.3361
141071150	VP COMMERCE CENTER LOT 78	TITLE SECURITY AGENCY TR 2012	1.7790
141070820	VP COMMERCE CENTER LOT 45	TITLE SECURITY AGENCY TR 2012	0.8690
141071370	VP COMMERCE CENTER	TITLE SECURITY AGENCY TR 2012	1.7688
141070830	VP COMMERCE CENTER LOT 46	TITLE SECURITY AGENCY TR 2012	0.9320

141071110	VP COMMERCE CENTER LOT 74	TITLE SECURITY AGENCY TR 2012	1.0076
141070890	VP COMMERCE CENTER LOT 52	TITLE SECURITY AGENCY TR 2012	1.0415
141070880	VP COMMERCE CENTER LOT 51	TITLE SECURITY AGENCY TR 2012	1.0331
141071100	VP COMMERCE CENTER LOT 73	TITLE SECURITY AGENCY TR 2012	1.0301
141070840	VP COMMERCE CENTER LOT 47	TITLE SECURITY AGENCY TR 2012	0.9320
141071090	VP COMMERCE CENTER LOT 72	TITLE SECURITY AGENCY TR 2012	1.1366
141070870	VP COMMERCE CENTER LOT 50	TITLE SECURITY AGENCY TR 2012	1.0331
141071000	VP COMMERCE CENTER LOT 63	TITLE SECURITY AGENCY TR 2012	1.5121
141071080	VP COMMERCE CENTER LOT 71	TITLE SECURITY AGENCY TR 2012	1.3557
141071070	VP COMMERCE CENTER LOT 70	TITLE SECURITY AGENCY TR 2012	2.1781
141070920	VP COMMERCE CENTER LOT 55	TITLE SECURITY AGENCY TR 2012	1.8172
141070860	VP COMMERCE CENTER LOT 49	TITLE SECURITY AGENCY TR 2012	1.0331
141070930	VP COMMERCE CENTER LOT 56	TITLE SECURITY AGENCY TR 2012	3.0386
141071010	VP COMMERCE CENTER LOT 64	TITLE SECURITY AGENCY TR 2012	1.4463
141070850	VP COMMERCE CENTER LOT 48	TITLE SECURITY AGENCY TR 2012	2.4401
141070940	VP COMMERCE CENTER LOT 57	TITLE SECURITY AGENCY TR 2012	2.4401
141071390	VP COMMERCE CENTER CA C	TITLE SECURITY AGENCY TR 2012	3.2388
141071020	VP COMMERCE CENTER LOT 65	TITLE SECURITY AGENCY TR 2012	1.4463
141071060	VP COMMERCE CENTER LOT 69	TITLE SECURITY AGENCY TR 2012	1.0148
141070950	VP COMMERCE CENTER LOT 58	TITLE SECURITY AGENCY TR 2012	1.9630
141070990	VP COMMERCE CENTER LOT 62	TITLE SECURITY AGENCY TR 2012	1.1813
141070960	VP COMMERCE CENTER LOT 59	TITLE SECURITY AGENCY TR 2012	1.6237
141071030	VP COMMERCE CENTER LOT 66	TITLE SECURITY AGENCY TR 2012	1.4261
141070980	VP COMMERCE CENTER LOT 61	TITLE SECURITY AGENCY TR 2012	3.2810
141070970	VP COMMERCE CENTER LOT 60	TITLE SECURITY AGENCY TR 2012	1.0973
141071050	VP COMMERCE CENTER LOT 68	TITLE SECURITY AGENCY TR 2012	1.0752
141071040	VP COMMERCE CENTER LOT 67	TITLE SECURITY AGENCY TR 2012	1.0876
14103074A	VALENCIA INDUSTRIAL PROPERTIES	LANDMARK TITLE TR 18318-T	10.4156
141031240	RINCON VALENCIA INDUSTRIAL PARK LOT 37	FIDELITY NATIONAL TITLE TR 60230	2.9172
14103090A	RINCON VALENCIA INDUSTRIAL PARK LOT 3	FIDELITY NATIONAL TITLE TR 60230	0.9664
141071260	VP COMMERCE CENTER LOT 89	TITLE SECURITY AGENCY TR 2012	1.5210
14103078A	VALENCIA INDUSTRIAL PROPERTIES	LANDMARK TITLE TR 18318-T	9.9398
141030770	VALENCIA INDUSTRIAL PROPERTIES LOT 25	LANDMARK TITLE TR 18318-T	1.4964
141030670	VALENCIA INDUSTRIAL PROPERTIES LOT 15	LANDMARK TITLE TR 18318-T	0.5000
141030680	VALENCIA INDUSTRIAL PROPERTIES LOT 16	LANDMARK TITLE TR 18318-T	0.5000
141030760	VALENCIA INDUSTRIAL PROPERTIES LOT 24	LANDMARK TITLE TR 18318-T	1.5075
141030690	VALENCIA INDUSTRIAL PROPERTIES LOT 17	LANDMARK TITLE TR 18318-T	0.5000
141030750	VALENCIA INDUSTRIAL PROPERTIES LOT 23	LANDMARK TITLE TR 18318-T	1.1469
141030700	VALENCIA INDUSTRIAL PROPERTIES LOT 18	LANDMARK TITLE TR 18318-T	0.5000
141030870	VALENCIA INDUSTRIAL PROPERTIES COMMON	LANDMARK TITLE TR 18318-T	0.1940

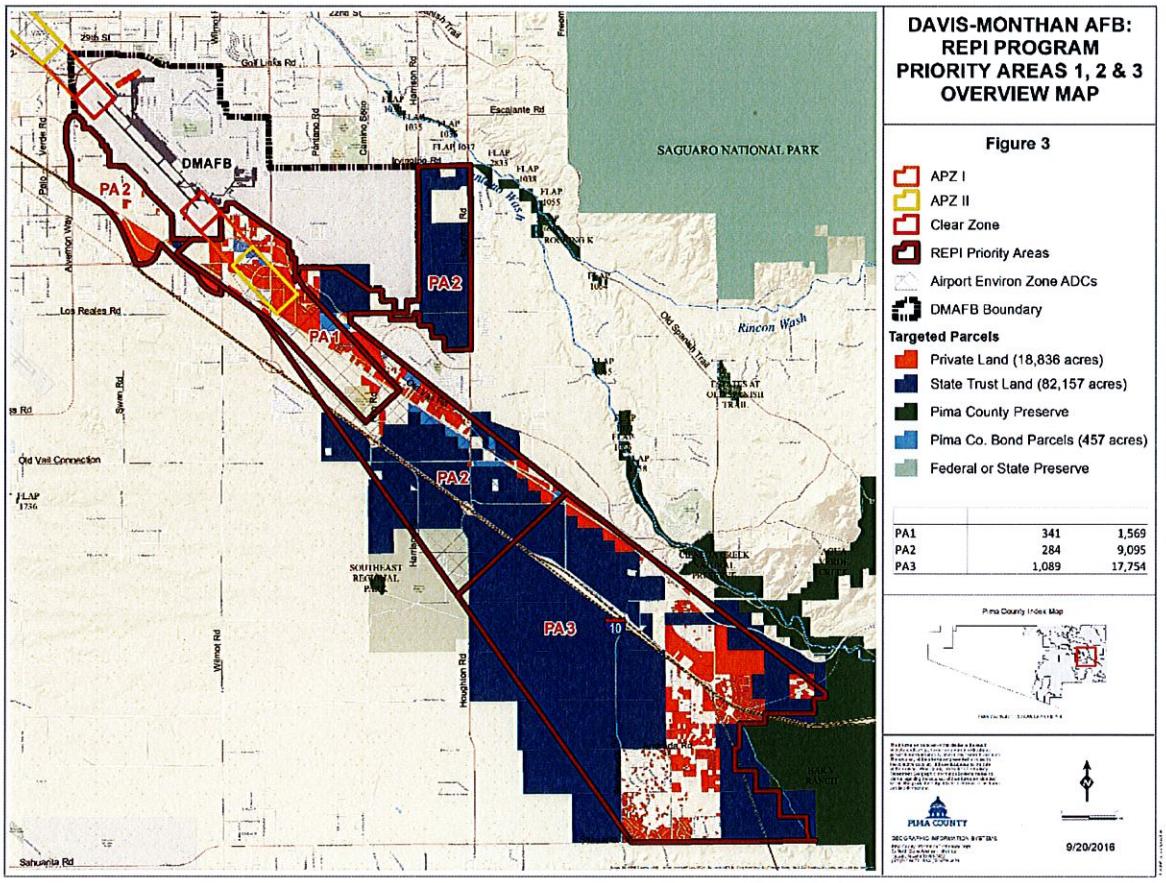
141030530	VALENCIA INDUSTRIAL PROPERTIES LOT 1	LANDMARK TITLE TR 18318-T	1.0613
141030540	VALENCIA INDUSTRIAL PROPERTIES LOT 2	LANDMARK TITLE TR 18318-T	1.1359
141030550	VALENCIA INDUSTRIAL PROPERTIES LOT 3	LANDMARK TITLE TR 18318-T	0.8875
141030560	VALENCIA INDUSTRIAL PROPERTIES LOT 4	LANDMARK TITLE TR 18318-T	1.4303
141030570	VALENCIA INDUSTRIAL PROPERTIES LOT 5	LANDMARK TITLE TR 18318-T	1.5000
141030590	VALENCIA INDUSTRIAL PROPERTIES LOT 7	LANDMARK TITLE TR 18318-T	0.5014
141030580	VALENCIA INDUSTRIAL PROPERTIES LOT 6	LANDMARK TITLE TR 18318-T	0.4985
141030180	E2 W2 NE4 NW4 EXC N50' THEREOF 9.62 AC	DELCON PROPERTIES CO LP	9.6200
141040420	DELCON INDUSTRIAL PARK LOT 8	DELCON PROPERTIES CO LP	3.9200
141040410	DELCON INDUSTRIAL PARK LOT 7	DELCON PROPERTIES CO LP	4.2900
141030190	S2 S2 LOT 1 EXC W75' 9.43 AC SEC 7-15-15	DELCON PROPERTIES CO LP	9.4300
14103036A	E300' W330' S2 NE4 SE4 EXC S30' 4.34 AC	CHABOYA MASON & CHABOYA WENDY	4.4300
14103037A	PTN E330' W660' S2 NE4 SE4 4.58 AC SEC 7-15-15	6991 LLC	4.5800
14103038A	PTN W330' E660' S2 NE4 SE4 4.45 AC SEC 7-15-15	VALENCIA SOCIOS LLC	4.4500
14103043A	S240' N528' E2 SE4 SE4 EXC W465' LESS	HACKMAN DAVID JOHN & CHERIE LYNN JT/RS	1.0200
141030340	S264' OF N 12.5 AC OF E2 SW4 SE4 4 AC	ALBERDING DAVID P & MARY ANN JT/RS	4.0000
141030500	S240' N768' E2 SE4 SE4 EXC E30' & W30'	SPARGUR KAYE TAYLOR 50% & TAYLOR MICHAEL	3.4700
141030510	S240' N1008' E2 SE4 SE4 EXC E & W30' 3.47 AC	CONWAY JAMES M & PATRICIA RITTLE CP/RS	3.4700
14103030B	N396' W2 SW4 SW4 SE4 3 AC SEC 7-15-15	GILBERT CLAY & JEANNIE CP/RS	3.0000
141030470	NW4 SE4 SE4 EXC E315' & EXC W30' & N30'	FERGANCHICK SONYA C & FERGANCHICK MARK A TR	4.5500
141030460	E315' NW4 SE4 SE4 EXC N30' 4.55 AC SEC 7-15-15	FERGANCHICK SONYA C & MARK A REVOC TR	4.5500
14103042A	S240' N288' E2 SE4 SE4 PLUS PTN ABAND RD	FERGANCHICK SONYA C & MARK A REVOC TR	3.6200
14103043B	W465' S240' N528' E2 SE4 SE4 2.56 AC	FERGANCHICK SONYA C & MARK A REVOC TR	2.5600
14103030D	N396' E2 SW4 SW4 SE4 3.00 AC	LITTLETOWN ROAD LLC	3.0000
14103035B	S495' M/L W2 E2 SW4 SE4 3.75 AC	LITTLETOWN ROAD LLC	3.7500
14103035A	S495' M/L E2 E2 SW4 SE4 3.75 AC SEC 7-15-15	ETCHART GREGG A & PAMELA K JT/RS	3.7500
14103030F	W2 SW4 SW4 SE4 EXC N396' 2 AC	GILBERT CLAY & JEANNIE CP/RS	2.0000
14103030E	E2 SW4 SW4 SE4 EXC N396' 2 AC	LITTLETOWN ROAD LLC	2.0000
141031050	RINCON VALENCIA INDUSTRIAL PARK LOT 18	PIMA COUNTY	3.3671
141031060	RINCON VALENCIA INDUSTRIAL PARK LOT 19	PIMA COUNTY	1.2696
141031140	RINCON VALENCIA INDUSTRIAL PARK LOT 27	PIMA COUNTY	1.9413
141031040	RINCON VALENCIA INDUSTRIAL PARK LOT 17	PIMA COUNTY	2.2382
141031070	RINCON VALENCIA INDUSTRIAL PARK LOT 20	PIMA COUNTY	0.8589
141031150	RINCON VALENCIA INDUSTRIAL PARK LOT 28	PIMA COUNTY	0.8707
141031100	RINCON VALENCIA INDUSTRIAL PARK LOT 23	PIMA COUNTY	1.5397
141031180	RINCON VALENCIA INDUSTRIAL PARK LOT 31	PIMA COUNTY	2.4381
141031110	RINCON VALENCIA INDUSTRIAL PARK LOT 24	PIMA COUNTY	1.3846
141031030	RINCON VALENCIA INDUSTRIAL PARK LOT 16	PIMA COUNTY	1.9493
141031080	RINCON VALENCIA INDUSTRIAL PARK LOT 21	PIMA COUNTY	0.9920
141031130	RINCON VALENCIA INDUSTRIAL PARK LOT 26	PIMA COUNTY	0.6594

141031200	RINCON VALENCIA INDUSTRIAL PARK LOT 33	PIMA COUNTY	0.7991
141031160	RINCON VALENCIA INDUSTRIAL PARK LOT 29	PIMA COUNTY	0.9259
141031210	RINCON VALENCIA INDUSTRIAL PARK LOT 34	PIMA COUNTY	0.7134
141031020	RINCON VALENCIA INDUSTRIAL PARK LOT 15	PIMA COUNTY	1.8981
141031120	RINCON VALENCIA INDUSTRIAL PARK LOT 25	PIMA COUNTY	0.6325
141031190	RINCON VALENCIA INDUSTRIAL PARK LOT 32	PIMA COUNTY	0.7281
141031090	RINCON VALENCIA INDUSTRIAL PARK LOT 22	PIMA COUNTY	0.7445
141031170	RINCON VALENCIA INDUSTRIAL PARK LOT 30	PIMA COUNTY	0.8469
141031220	RINCON VALENCIA INDUSTRIAL PARK LOT 35	PIMA COUNTY	0.6775
141031010	RINCON VALENCIA INDUSTRIAL PARK LOT 14	PIMA COUNTY	3.9433
141031000	RINCON VALENCIA INDUSTRIAL PARK LOT 13	PIMA COUNTY	1.4965
141030990	RINCON VALENCIA INDUSTRIAL PARK LOT 12	PIMA COUNTY	1.5068
141030980	RINCON VALENCIA INDUSTRIAL PARK LOT 11	PIMA COUNTY	1.5068
141030970	RINCON VALENCIA INDUSTRIAL PARK LOT 10	PIMA COUNTY	1.5068
141030960	RINCON VALENCIA INDUSTRIAL PARK LOT 9	PIMA COUNTY	1.6313
141030950	RINCON VALENCIA INDUSTRIAL PARK LOT 8	PIMA COUNTY	1.4207
141030940	RINCON VALENCIA INDUSTRIAL PARK LOT 7	PIMA COUNTY	1.4207
141030930	RINCON VALENCIA INDUSTRIAL PARK LOT 6	PIMA COUNTY	1.4207
141030920	RINCON VALENCIA INDUSTRIAL PARK LOT 5	PIMA COUNTY	1.4153
141031250	RINCON VALENCIA INDUSTRIAL PARK COMMON AREA A	PIMA COUNTY	9.3700
141030310	N280.5' M/L OF W330' M/L OF E660' M/L OF SW4 SE4	PIMA COUNTY	2.1200
141030320	N280.5' M/L E2 SW4 SE4 EXC W330' M/L	PIMA COUNTY	2.1200
141030330	S280.5' M/L N561' M/L E2 SW4 SE4 4.25 AC	PIMA COUNTY	4.2500
14103049B	W2 SW4 SE4 SE4 EXC W30' 4.55 AC	PIMA COUNTY	4.5500
14103049A	E2 SW4 SE4 SE4 5.00 AC SEC 7-15-15	PIMA COUNTY	5.0000
141030520	E2 SE4 SE4 EXC N1008' & EXC E30' & EXC S50' OF	PIMA COUNTY	4.2200
14108507B	CENTURY PARK LOT 5 EXC PTN W400'	PIMA COUNTY	1.4818
14111002D	PTN N1056.46' E1437.18' W3218.04 N2	BROWN GAROLD C FAMILY LP	24.7871

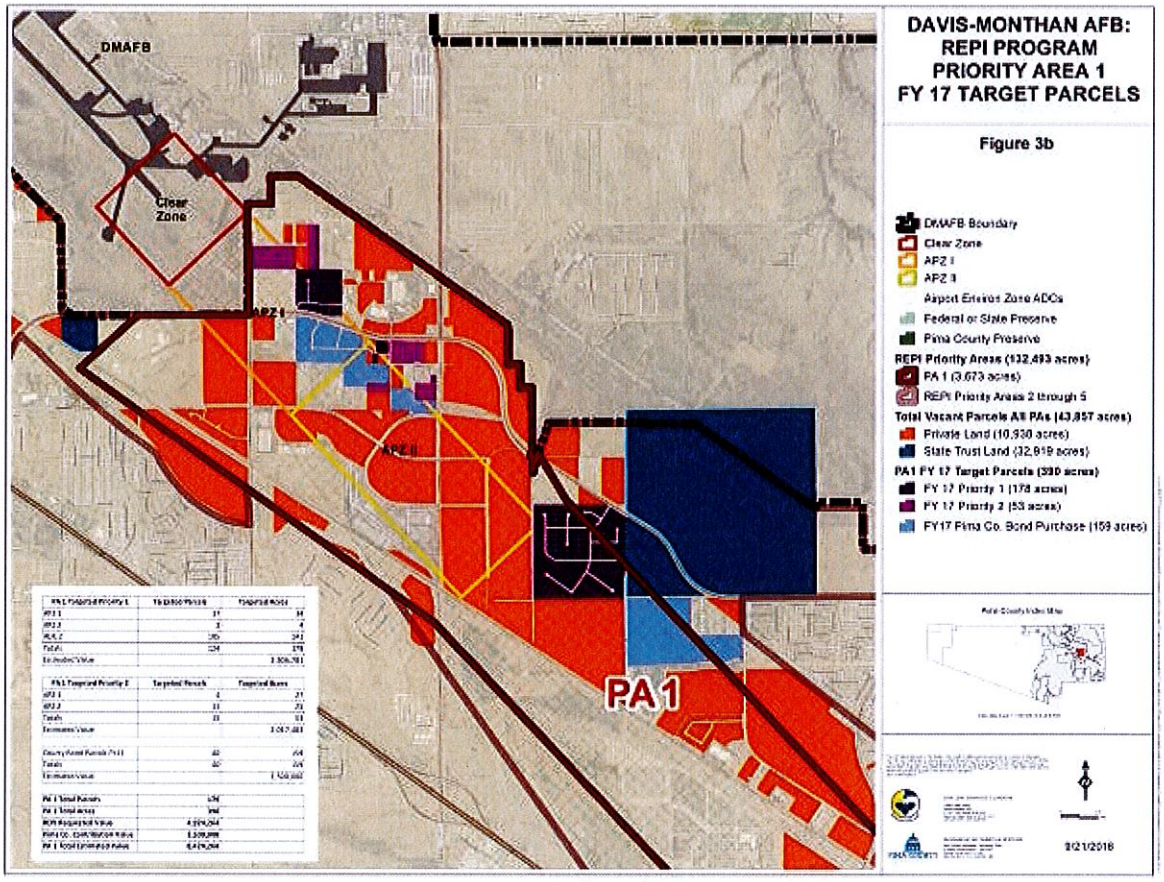
ATTACHMENT 2 – MAPS



ATTACHMENT 2 – MAPS



ATTACHMENT 2 – MAPS



ATTACHMENT 3 – PROGRAM MANAGEMENT

Eligible Entity Program Manager (EEPM): C.H. Huckelberry, Pima County Administrator, 130 W. Congress Street, Tucson, AZ 85701, 10th Floor; Chuck.Huckelberry@pima.gov; c/o Diana Durazo, Senior Special Projects Manager, Diana.Durazo@pima.gov; (520)724-8751

Installation Resource Advisor/Funds Manager: Nattaya Hammond, Resource Advisor, 355 CES/CEIA, 3775 S. Fifth St., Building 4201, Davis-Monthan AFB, AZ 85707, nattaya.hammond.1@us.af.mil, 520-228-3501

Project Manager (PM): Joe Weathersby, Project Manager, AFCEC/CIUB, 2261 Hughes Ave., Suite 155, JBSA Lackland, TX 78236; joe.weathersby@us.af.mil; (210) 395-9516

Technical Project Manager (TPM): Kacey Carter, Base Community Planner, 355 CES/CENPP, 3775 S. Fifth St., Building 4201, Davis-Monthan AFB, AZ 85707